

WELCOME
To a Regular Meeting of the
Coeur d'Alene City Council
Held in the Library Community Room

AGENDA

VISION STATEMENT

Our vision of Coeur d'Alene is of a beautiful, safe city that promotes a high quality of life and sound economy through excellence in government.

The purpose of the Agenda is to assist the Council and interested citizens in the conduct of the public meeting. Careful review of the Agenda is encouraged. Testimony from the public will be solicited for any item or issue listed under the category of Public Hearings. Any individual who wishes to address the Council on any other subject should plan to speak when **Item G - Public Comments** is identified by the Mayor. The Mayor and Council will not normally allow audience participation at any other time.

6:00 P.M.

November 7, 2017

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Pastor Stuart Bryan, Trinity Church

C. PLEDGE OF ALLEGIANCE

D. AMENDMENTS TO THE AGENDA: Any items added less than forty eight (48) hours prior to the meeting are added by Council motion at this time.

E. PRESENTATION:

1. 2017-2018 Snow Plan

Presented by: Tim Martin, Streets and Engineering Director

F. CONSENT CALENDAR: Being considered routine by the City Council, these items will be enacted by one motion unless requested by a Councilmember that one or more items be removed for later discussion.

1. Approval of Council Minutes for the October 17, 2017 Council Meeting.
2. Approval of Bills as submitted and reviewed for accuracy by Finance Department
3. Setting of Public Works and General Services Committee meetings for November 13, 2017 at 12:00 noon and 4:00 p.m. respectively
4. Approval of Beer and Wine License for Vine and Olive LLC, 2037 Main Street (new)
5. Approval of Cemetery lot transfer from Florence Stranahan to Terry and Carol Stranahan (Lot 270, Block C, Section Riv, of Forest Cemetery Annex.)

6. Approval of Cemetery lot transfer from Florence Stranahan to Shannon Diane Stranahan and John Allan Klonick (Lot 271, Block C, Section Riv, of Forest Cemetery Annex.)

As Recommended by the City Clerk

7. Resolution No. 17-067

- a. SS-17-10 : Approval of the Stiner 1st Addition Subdivision Improvement Agreement final plat, and security.

As recommended by the City Engineer

- b. Approve the Acceptance of grant for rescue task force equipment

As Recommended by the Fire Chief

- c. To approve the purchasing of 20, Motorola APX 6000 7/800 MHz radios at a cost of \$98,076.80 through Motorola Solutions from the GO Bond funds.

Recommended by the Fire Chief

- d. Approving the waiver of covered load regulations from November 1, 2017 through December 2, 2017 for the annual City Leaf Pick Up program.

Recommended by the Street Superintendent

- e. Adoption of new classifications based on the BDPA study and recommendations for positions that fall under the Lake City Employees Association (LCEA), unrepresented positions, and FLSA exempt positions.

Recommended by the Human Resource Director

G. PUBLIC COMMENTS: (Each speaker will be allowed a maximum of 3 minutes to address the City Council on matters that relate to City government business. Please be advised that the City Council can only take official action this evening for those items listed on the agenda.)

H. ANNOUNCEMENTS

1. City Council

2. Mayor

- a. **Appointments:** Teresa Runge to the Arts Commission.

I. OTHER BUSINESS:

1. Authorization of grant application for STOP Grant and VOCA Grant for two Victim Advocate positions.

Staff Report by: Police Chief Lee White

2. **Resolution No. 17-068** - Approval of Memorandum of Agreements regarding Police Officer Authority with Kootenai, Boundary, Bonner, and Shoshone counties.

Staff Report by: Police Chief Lee White

- 3. Resolution No. 17-069** - Approval of a Public Transportation Letter of Agreement with Kootenai County for the period of October 1, 2017 through September 30, 2018.

Staff Report by: Troy Tymesen, Finance Director

J. EXECUTIVE SESSION: Idaho Code 74-206 (f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

K. ADJOURNMENT

This meeting is aired live on CDA TV Cable Channel 19 (Charter Cable)



Coeur d'Alene

CITY COUNCIL MEETING

November 7, 2017

MEMBERS OF THE CITY COUNCIL:

Steve Widmyer, Mayor

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

CITY COUNCIL STAFF REPORT

DATE: November 7th 2017
FROM: Tim Martin, Streets & Engineering Department
SUBJECT: 2017- 2018 SNOW PLAN

DECISION POINT:

Staff requests Council approval of the 2017- 2018 Snow Plan.

HISTORY/BACKGROUND:

Each year, the City has published a snow plan that outlines the policies, priorities and operational procedures for the Streets and Engineering Department to follow in responding to snow emergencies. As in previous years, the proposed (draft) 2017- 2018 Snow Plan summary was made available at the Council Mail Room, Coeur d'Alene Police and Fire Departments and at the Streets & Engineering Department offices.

FINANCIAL ANALYSIS:

The proposed Snow Plan update is an annual “housekeeping” action that requires between 5 to 10 hours of staff time and printing costs of approximately \$150.00. Citizens and staff mutually benefit from a clear understanding of city snow removal policies and responsibilities. The Council’s snow removal policies are recorded in the Snow Plan and distributed in various forms such as pamphlets, newspaper articles and made available on the city website. The Snow Plan is one the department’s means of educating the public on city snow removal policies.

PERFORMANCE ANALYSIS:

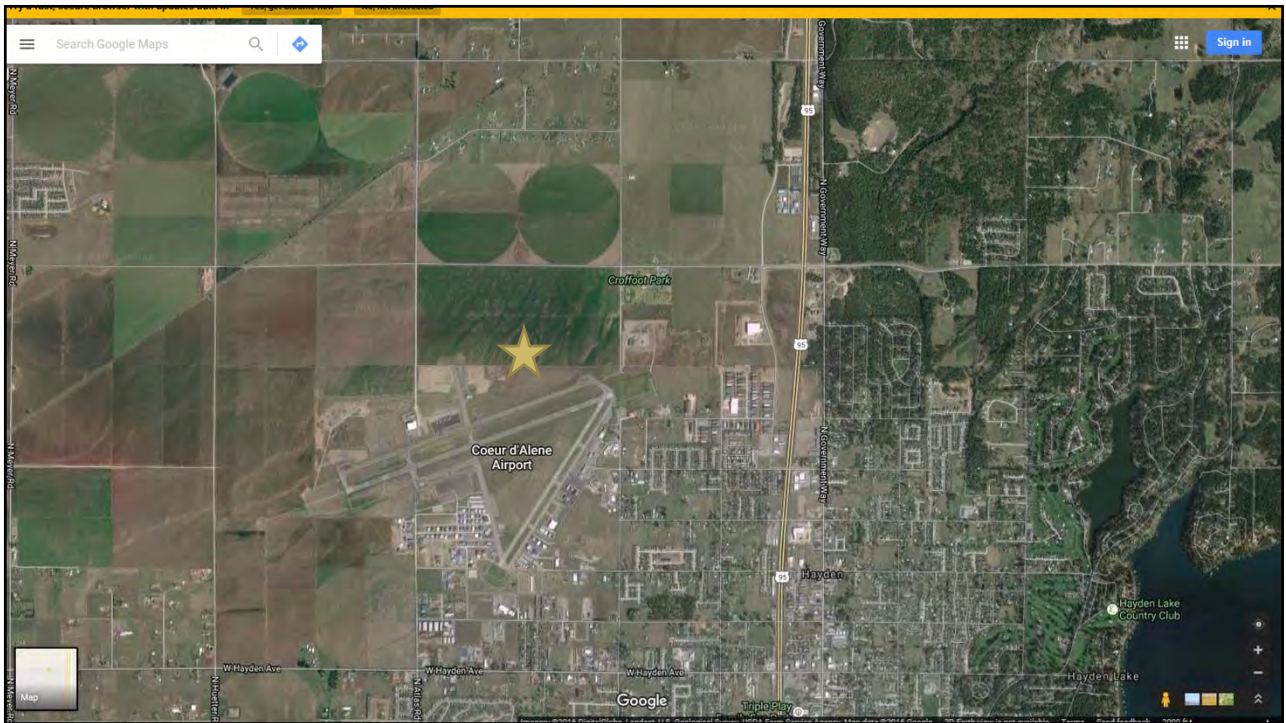
The majority of the policies and procedures outlined in the previous years’ Snow Plan are still considered relevant and are proposed to be continued out as routine operations this year. The overall objective is to continue to provide the citizens with “State of the Art” plow operations and provide unrestricted road surfaces. As the city continues to grow and more streets are extended the citywide plowing completion target will again be 30 hours.

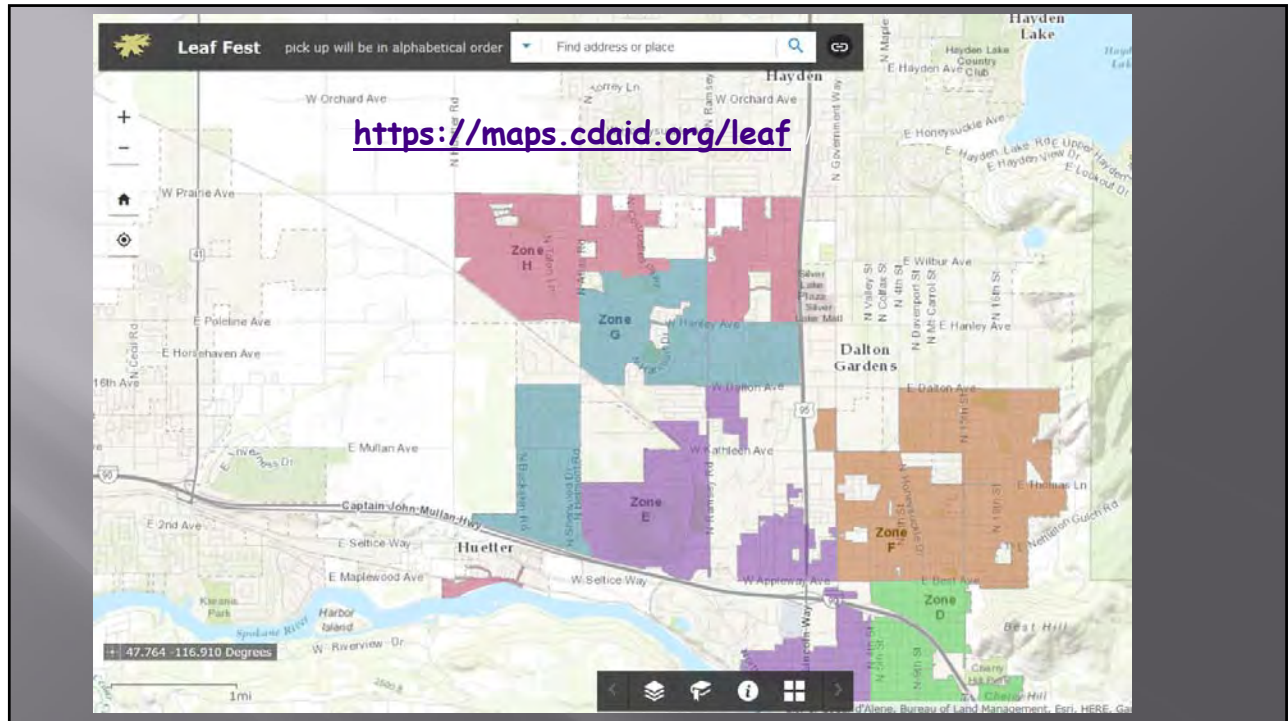
Changes and reminders for the 2017- 2018 snow plan are summarized below:

- Added new and/or extended streets, new subdivisions and cul-de-sacs.
- Added Assistant Superintendent or a designee

DECISION POINT/RECOMMENDATION:

Staff requests Council approval of the 2017- 2018 Snow Plan.





2017- 2018 Snow Plan

Highlights - Policy & Procedures:

- Snow is an Emergency Situation
- Plowing Operations: Start with 4-5" Snow on Road, or with 2" on Road and More Expected
- Plowing Accomplished by Priority:
 - ✓ Hospital Access
 - ✓ Major Arterials (e.g., NW Blvd., Ramsey, Appleway, 3rd, 4th)
 - ✓ Steep Hills & Curves (e.g., Cherry Hill, Fernan Hill, Armstrong, Tubbs)
 - ✓ 911 Center (Julia Avenue)
 - ✓ Major Collectors (e.g., 7th, 9th, 11th, Honeysuckle, Margaret, Thomas Lane ect...)
 - ✓ Bus Routes
 - ✓ Residential Streets & Cul-de-Sacs

2017- 2018 Snow Plan

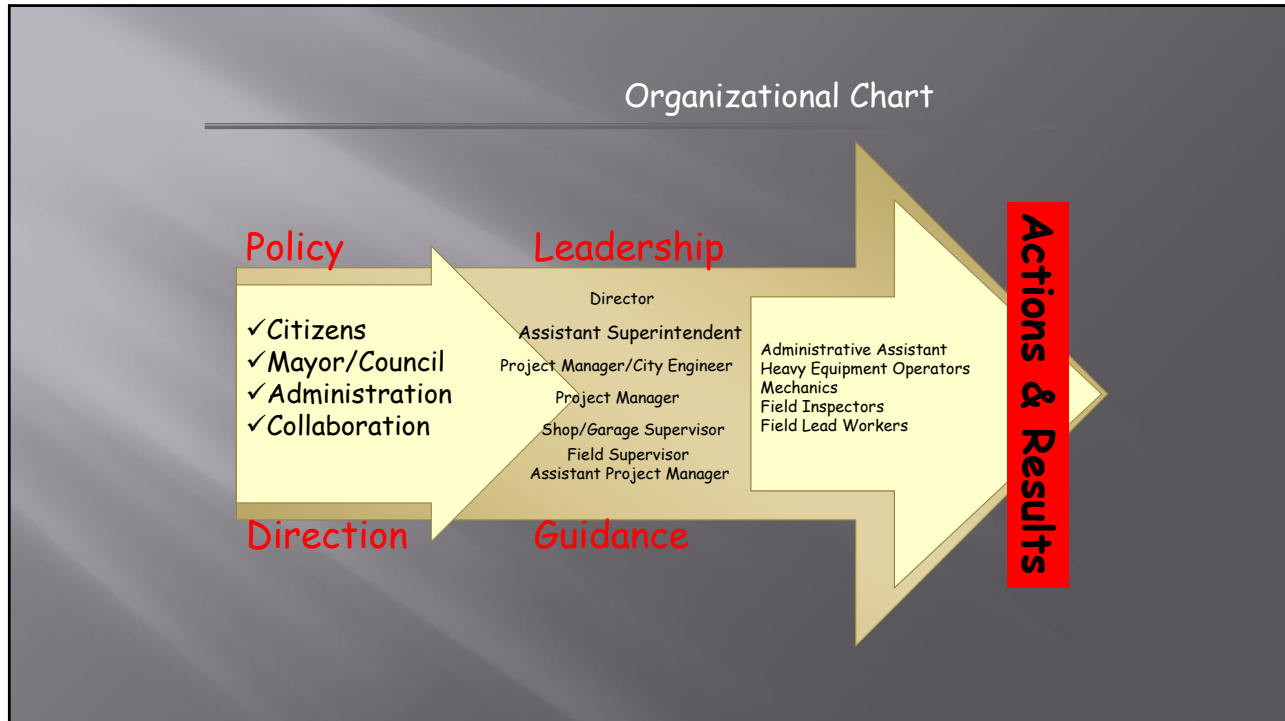
Highlights - Policy & Procedures:

- Completion Goal for a Citywide Plowing is 30 Hours
- Bare Pavement 24/7/365 is Not the Goal
- Snow is Not Plowed from Alleys
- Residents Encouraged to Keep Cars Off Streets after and during a Snowstorm
- Residents Must Clear Sidewalks

Communication, Communication, Communication

- ✓ We Build Strong Relationships with Local Media:
 - Storm Status Email
 - Local TV Announcements & Interviews
- ✓ Website Includes Snow Plan Policy & Plowing Status. Updates to be provided on Facebook, twitter
- ✓ Local Channel 19
- ✓ Snow Plan Pamphlets Distributed Throughout City (Library, Local Stores, Fire Stations, Police Station)
- ✓ "Snow Line" - Kept Current
- ✓ Human Contact and Immediate Response to many concerns
- ✓ Operator Critiques
- ✓ Process Improvement





Winter	Average Numbers
Show Me The Numbers: Based on 10 year average !!! (8 citywide plows and 13 arterial plows)	
✓ 65,000:	Estimated Number of Driveway "Gatings"
✓ 6,300:	Number of Lane Miles Plowed
✓ 29.5:	Average Hours to Complete Citywide Plowings
✓ 24%:	Less Time to Complete Citywide Plowing in the last decade
✓ 13:	Number of Arterial Plowings
✓ 8:	Number of Citywide Plowings





Name the Storm Contest
Fernan Elementary

Theme: Explorers

- Amarigo
- Balboa
- Cortez
- Degamo
- Erickson
- Francisco Pizarro
- Gilanes
- Hudson
- Irwin
- Julius
- Kenneth
- Lewis





Customer Service Standards



Standard: Be Available: Real voice 7 am to 3:30 pm M-F
Calls, emails: try to responded to same day
Daily reports of major operations to all Communication Outlets
Avoid passing the Buck !!!- Look for Resolution



Thank You for The Opportunity to Serve You!

Quality for Our Citizen's.....Improvement for Our Future!

CONSENT CALENDAR

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

October 17, 2017

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room, October 17, 2017 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

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

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

INVOCATION: Pastor Mark McWhorter, with Church of the Nazarene provided the invocation.

PLEDGE OF ALLEGIANCE: Councilmember McEvers led the pledge of allegiance.

AMENDMENT TO AGENDA MOTION: Motion by McEvers, seconded by Evans to add Resolution No. 17-066 to the Agenda as the approval of the documents are required by the Army Corp and are needed prior to the next Council meeting. This action was unknown at the time the original agenda was created. **Motion Carried.**

PROCLAMATION DECLARING "WATERKEEPER DAYS – NOVEMBER 2 AND 3, 2017." Mayor Widmyer proclaimed November 2 and 3, 2017 as "Lake Coeur d'Alene Waterkeeper Days." Lisa Manning, Director, Lake Coeur d'Alene Waterkeeper accepted the proclamation and noted that Waterkeepers is a grassroots effort whose mission it is to protect everyone's right to clean water. Their vision is for swimmable, drinkable, fishable waterways worldwide. She noted that they have been giving tours on Lake Coeur d'Alene reviewing the Atlas Mill site and reviewing examples of where silt fence and buffer requirements have been placed. She explained the pollutant they are most concerned about is nutrient loading. Ms. Manning noted that the Waterkeepers organization would work to hold polluters accountable through patrols, education, enforcement, standards and strengthening of regulations. She introduced Alan Lamb, who is working on the Waterkeepers film festival. Mr. Lamb noted that the film festival would be held at North Idaho College on November 2 and 3. He felt that it would be a great educational opportunity for the community and college students.

Councilmember McEvers asked if Waterkeepers works with the Tribe. Ms. Manning confirmed that they do work with the Coeur d'Alene Tribe and noted that they helped her to understand the monitoring programs. She thanked the Mayor and City Council for the proclamation.

MANHOLE ADJUSTMENT UPDATE PRESENTATION: Utility Project Manager Mike Becker explained that the Wastewater Department is conducting a pilot test for street utility adjustments, wherein they are utilizing circular cuts around manholes versus square for any damaged or updated manholes. He presented examples from Harrison Avenue and Ramsey Road. He noted that they reviewed varying depths to determine what their new replacement standards should be and decided to put in control joints similar to sidewalks. Mr. Becker noted that Avista wanted to be included in the pilot project, so they include a few of their locations within the project. Councilmember Miller asked if it would be cost effective for the city to purchase the equipment needed for circular cuts for future use. Mr. Becker noted that they have been discussing options with a couple of contractors who have expressed interest in purchasing the cutters, which would provide the city with more competitive bids in the future. Councilmember English said that he lives at the end of the Ramsey project and felt that there should be signs to explain why the cones are up so folks do not think they were accidentally left behind. Mr. Becker said that is something they could consider.

CDATV SURVEY UPDATE: Municipal Services Director Renata McLeod noted that the CDATV Committee felt it was important to check in with the community since the last survey was conducted in 2013. At that time, the committee was seeking input on the type of programming preferred. Now the committee is not only interested in content, but to better understand if live streaming is successful and a method to explore in the future. The data received will aid in strategic planning.

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

1. Approval of Council Minutes for the October 3, 2017 and October 5, 2017 Council Meetings.
2. Approval of Public Works Committee Minutes of October 9, 2017
3. Approval of Bills as submitted and reviewed for accuracy by Finance Department
4. Approval of the Financial Report
5. Setting of Public Works and General Services Committee meetings for October 23, 2017 at 12:00 noon and 4:00 p.m. respectively
6. Setting of public hearings on November 21, 2017:
 - a. ZC-3-17- Applicant: Welch Comer; Location: South of vacated Garden Avenue East of Park Drive, requested proposed zone change from R-3 (Residential at 3 units/acre) to City R-8 (Residential at 8 units/acre) zoning district
 - b. A-3-17- Applicant: The Estate of Marvin Paul Keough; Location: 7845 N. Ramsey Road, requested proposed 4.6 acre annexation from County Commercial to City C-17
7. Approval of SS-17-09c, Alaska Partners Professional Center Condominiums, Final Plat
8. **Resolution No. 17-065-** A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE BELOW MENTIONED AGREEMENTS FOR THE CITY OF COEUR D'ALENE, INCLUDING APPROVING A SUBRECIPIENT AGREEMENT WITH THE BOYS AND GIRLS CLUB FOR A

COMMUNITY DEVELOPMENT BLOCK GRANT ALLOCATION AND APPROVING OF AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES WITH J-U-B ENGINEERS, INC., FOR ENGINEERING SERVICES FOR THE 2017-18 WASTEWATER COLLECTION SYSTEM CAPITAL IMPROVEMENT PROJECTS (CIP).

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

City Administrator Jim Hammond noted that next Monday, October 23, 2017, the public entry for City Hall would be located in the lower level. Thereafter the lower entry will be the only public entrance point.

Mayor Widmyer asked for the approval of appointments to the City's committees, commissions, and boards.

MOTION: Motion by Gookin, seconded by McEvers to approve the appointments of Jolie Wenglikowski and Hannah Brown to the Childcare Commission; Sydney Morrison and Hannah Daniels to the Arts Commission; Marie Michalson to Urban Forestry committee; Steve McCrea, Cassidee Smidt, and Isabell Bartosh to the Library Board; Hart Parr Dal Pra and Kensey Freeman to the Parks and Recreation Commission; Joseph Morrison to the CDATV Committee; and Ronan Malaghan to the Pedestrian Bicycle Committee. **Motion carried**

Mayor Widmyer noted that in April 2018 Councilmember Ron Edinger would be inducted into the Idaho Hall of Fame.

RESOLUTION NO. 17- 066

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A "LETTER OF ACKNOWLEDGMENT" AND A "CERTIFICATION OF LANDS AND AUTHORIZATION FOR ENTRY" WITH THE UNITED STATES ARMY CORPS OF ENGINEERS FOR THE COEUR D'ALENE AUTHORIZED FEDERAL LEVEE REHABILITATION PROJECT, JOB NO. CDA-01-17.

STAFF REPORT: Assistant Project Manager Kim Harrington explained that the United States Army Corp of Engineers (USACE) performed its annual floodworks inspection in April of 2017 and identified two areas in which rehabilitation is required. She clarified that this project is separate from the FEMA Certification Process. The City of Coeur d Alene is not obligated to any project costs. The estimated project cost is \$187,700.00 that is funded by the USACE under the PL84-99 program. The City's maintenance of the floodworks system has allowed the system to remain in the USACE rehabilitation program. When there is damage associated with a flood event the USACE will repair. She noted that there is a set of three trees that may need to be removed with the project. The USACE would like to advertise for bids the first week of November with the project work being performed during low water level in late December. Staff has received easements with the property owners and the Corp will bid and manage the project.

DISCUSSION: Councilmember Edinger asked when the project would start. Ms. Harrington explained that it is on an aggressive timeline, as they want to work while the water is at the lowest level and they hope to be complete by December. Mayor Widmyer asked if the three trees are on NIC property and if they would have to authorize the removal. Ms. Harrington confirmed that they are on NIC property and that the city can approve within 15 feet of the toe. Additionally, the City has an existing Memorandum of Understanding with NIC, so if it is determined that they need to be removed, they agreement allows for it. She clarified that it is unknown at this time if they need to come out. Councilmember English noted that this is a good deal for the City and if they can move forward while there is federal money, he would support it. Ms. Harrington reiterated that the City is getting a large benefit from this project.

MOTION: Motion by Evans, seconded by English to approve **Resolution No. 17-066** authorizing a Letter of Acknowledgment and Certification of Lands and Authorization for Entry for the Coeur d'Alene authorized Corps of Engineers Federal Levee Rehabilitation Project, Job No. CDA-01-17.

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

LEGISLATIVE PUBLIC HEARING 0-5-17- MODIFICATION TO THE WIRELESS COMMUNICATIONS ORDINANCE: MUNICIPAL CODE SECTIONS 17.08.800-17.08.830

STAFF REPORT: Senior Planner Sean Holm provide a brief history of cell phone tower infrastructure including the moratorium on the construction of cell phone towers in the mid-1980's. He noted that there have been no major rewrites to the code since that time. Mr. Holm introduced Bob Duchen, Vice President of River Oaks Communications Corporation. Mr. Duchen presented information regarding wireless technology including small cells, federal regulations and the FCC. He clarified that small cells do not necessarily have to do with the size of the unit, but its capacity and noted that it is critical for the City to ask what the equipment will look like and how it will be connected to cabinetry, etc. He noted that there are certain timelines that have to be met with requests for amendments to existing facilities or creation of new facilities, referred to as shock clocks. He noted that Spokane's code includes a ½-mile radius because of topography and the legacy from prior attorney recommendations. He presented several maps outlining the separation radiuses from 1 mile to ½ mile and noted that the best solution was a ¾-mile radius requirement.

Mr. Holm noted that staff is recommending changes to the wireless communication code to bring it to date with current technology. He noted that the Planning Commission has reviewed the recommended changes and recommended approval and further recommended that staff review the 1-mile radius requirement for placement of new towers. Staff has reviewed the radius requirements and is recommending reducing it to ¾ mile. The code would set forward preferred tower locations; require the demonstration of gap in coverage or capacity and exceptions to standards. These exceptions would allow a means for an applicant to seek relief from a hardship by proving their case; however, it does not allow an applicant to forego stealth design. The City would require the removal of abandoned antennas and towers. Mr. Duchen noted that for city-

owned property the City would continue to be able to negotiate a lease agreement that would be in the best interest of the City.

DISCUSSION: Councilmember McEvers asked for clarification regarding the definition of a tower. Mr. Duchen explained that the definition includes anything that was built for the express purpose as a cell tower; however, if a phone pole is used it is subject to a different analysis. Councilmember McEvers was involved with code development regarding stealth looking towers, and noted that the Federal regulations say the City can provide certain restrictions but cannot prohibit them and ½ mile is not to include giant towers. Mr. Duchen noted that the regulations refer to capacity, not the size of the tower. Mr. Duchen noted that there are height restrictions in certain zones within the proposed ordinance. He reviewed the public comments from AT&T, which included a request that the definition of small cell be 28 cubic square feet, and he recommended that the City not approve that request. He further explained that a special use permit is required unless it is within the industrial zones. Small cells are allowed in all zones. He would encourage co-locations. Mr. Duchen noted that the ordinance includes the provision to allow for RF Experts. The ordinance also includes the shock clock definition and clarity. Only the 60-day shock clock requires the request be deemed granted if no action is taken.

Councilmember English asked if the radius means that a tower cannot be within the ¾-mile radius. Mr. Holm confirmed that the ¾-mile radius would be a restriction unless the applicant is able to provide evidence for a variance request. Councilmember Edinger asked if the Planning Commission recommendation included the 1-mile radius. Mr. Holm clarified that the Commission requested staff to research the issue and make a recommendation. Staff is now recommending a ¾-mile radius. Councilmember Gookin asked if the catalyst for the code review was the company Mobility coming to town. Mr. Holm confirmed that was one of the catalysts for the code review, and staff felt it was time to look at the standards.

Councilmember Gookin asked if the code passes, does it allow a company to build a tower by right. Mr. Holm confirmed that at the approved preferred locations it could be by right.

Councilmember McEvers asked for clarification regarding the difference between towers and small cells. Mr. Duchen explained that small cells include antennas on a pole and base cabinets and that a new pole is deemed a tower. Councilmember McEvers asked how the city owned right-of-way would be regulated and if the city would get franchise fees. Mr. Duchen noted that the company would need an agreement to use the city right-of-way and fees are usually based on an established amount per pole.

PUBLIC COMMENT:

Greg Gadbow noted that he works for Verizon Wireless. He explained that macro is an approximately 120 foot tall tower with 8-foot antennas. A small cell can be a 25-40 foot pole with 2-foot antennas. He noted that Verizon uses vendors who do stealthing, but he does not work on that end. The design can be unique to blend in with surroundings. He noted that with a macro tower it would cover up to 10 miles, so any decision to add another would be based on complaints, capacity, and needs. He clarified that depending on Verizon's needs they might not be in the same area as other providers.

DISCUSSION CONTINUED: Mr. Gridley explained that the legislation under Idaho Law is confusing regarding franchise fees. The City is not allowed to charge a fee to telephone companies and there is some debate if this reference applies to cell phone companies. The position of the City is that cellular companies are different and they would be charged a fee. Councilmember McEvers asked if small cells would work in a residential alleyway. Mr. Duchen explained that through the code the City is trying to encourage the providers to use small cells through an easier review process. He clarified that they still have to get a building permit and have it reviewed by the Planning Department. Councilmember Evans asked if since each small cell is a different provider could they co-exist. Mr. Gadbow explained that it depends on the pole owner, but it is technologically feasible. Mr. Duchen clarified that a small cell is not shared by providers, so there would be equipment from each provider. Councilmember Miller asked how the ordinance addresses a company buying up all locations and sub-letting the space. Mr. Duchen noted that the company doing that, like Mobility, is an infrastructure provider so they are not protected by the codes. Additionally, in his view there is a difference between a pole company and a service provider. Once the poles are up, they can sell them. The city should not let them build poles on speculation -- the City should make sure there is a need for the poles. Councilmember Miller asked how much control the City has over the need for poles. Mr. Duchen noted that the City has a lot of control through the special use permit and should ask them if they have a lease from a provider, which would ensure there is a need for the poles. Councilmember English felt that the Coeur d'Alene is already built out and cannot think of a dead zone, and wondered how much potential there is for new towers. Mr. Gadbow explained that small cells help with capacity, so a dead zone might not be the issue. Councilmember Gookin asked if there any alternatives for capacity other than putting up more towers or small cells, such as additional spectrum or cell sectors increasing. Mr. Gadbow explained that there either needs to be a large site or small cells, and that the small cell is the alternative for Verizon. Councilmember Gookin asked for information regarding the electromagnetic radiation limits. Mr. Duchen said one of the items that is off limit to local governments is regulations regarding radio frequency emissions as that is in the purview of the FCC.

PUBLIC COMMENTS CONTINUED:

Collin Robinson, with Centerline Solutions, explained that the FCC does regulate the maximum exposure and other providers will run a report to make sure each site is in compliance. Councilmember Gookin questioned if the FCC limits for one tower are 1,000 microbots per cubic centimeter, if there are two towers, does that double or stay the same. Mr. Robinson explained that they would consider both tower emissions. He noted that small cell emissions are very low and less of a concern. Councilmember Gookin expressed concern regarding the emissions. Mr. Gadbow noted that they have an RF expert that conducted a review for them, who stated that anywhere from 1-4 feet from the antennae is where you would want to turn the power off, and 20 feet or more above the user. Councilmember Edinger asked how many towers or cells does Verizon expect to put in Coeur d'Alene. Mr. Robinson noted that they have nine small cells planned, four on Avista poles and five on KEC poles and no new towers.

Greg Gadbow noted that he came in from Seattle tonight to support the code and expressed his pleasure in working with staff.

Public comment was closed.

DISCUSSION CONTINUED: Councilmember Gookin asked Mr. Holm if a tower comes up in a residential zone, would it have to be through a Special Use Permit (SUP) and everyone within 300 feet would be notified. Mr. Holm confirmed it would require a SUP and would require a public hearing. He also noted that between 2015 and 2019 there would be 7 times more need for data. Councilmember Gookin noted that the United State legal limit for RF is 1000 microbots per cubic centimeter, while in China, it is 10 and in Switzerland, it is one. Councilmember Miller asked if there are any current applications that would trigger any of the shock clock parameters. Mr. Holm noted that there are no current pending applications to trigger any timelines.

COUNCIL BILL NO. 17-1033

AN ORDINANCE REPEALING CHAPTER 17.08, ARTICLE VIII, COEUR D'ALENE MUNICIPAL CODE, ENTITLED WIRELESS COMMUNICATION FACILITIES REGULATIONS; ADOPTING A NEW CHAPTER 17.08, ARTICLE VIII, COEUR D'ALENE MUNICIPAL CODE, ENTITLED WIRELESS COMMUNICATION FACILITIES REGULATIONS, INCLUDING DEFINITIONS, GENERAL AND SPECIFIC REQUIREMENTS, STANDARDS, PERMITTED LOCATIONS, APPLICATIONS, REVIEW AND INSPECTIONS, COMPLIANCE, INDEMNIFICATION, PERMITS, AND FEES; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

MOTION: Motion by McEvers, seconded by Evans, to dispense with the rule and read **Council Bill No. 17-1033** once by title only.

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

MOTION: Motion by McEvers, seconded by Evans, to adopt Council **Bill 17-1033**.

DISCUSSION: Councilmember McEvers noted that 20 years ago he thought there were going to be towers everywhere and was concerned about how to protect the City under the FCC regulations. At that time, he felt that the City could not say no and that the companies have the right to give people a service. He noted that he will support the proposed code and would like to encourage small cells but wants cell phones to work. Councilmember Gookin felt that based on his research the 3/4-mile radius would not encourage many big towers and the small cells will be less of an impact. He noted that he likes that the code requires a special use permit.

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

MOTION: Motion by McEvers, seconded by Miller to enter into Executive Session pursuant to Idaho Code 74-206A (c) to acquire an interest in real property, which is not owned by a public agency.

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

The City Council entered into Executive Session at 7:48 p.m. Those present were the Mayor, City Council, City Administrator, Finance Director, and City Attorney. Council returned to regular session at 8:03 p.m.

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

The meeting adjourned at 8:04 p.m.

ATTEST:

Steve Widmyer, Mayor

Renata McLeod, CMC, City Clerk

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 133.32
 Rec No 1389144
 Date 10-25-17
 Date to City Council: 11-7-17
 Reg No. _____
 License No. _____
 Rv _____

Date that you would like to begin alcohol service 11/15/17
Check the ONE box that applies: operated to Nov - March

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

Business Name	Vine & Olive LLC
Business Mailing Address	2037 Main St.
City, State, Zip	Coeur d' Alene, ID 83814
Business Physical Address	2037 Main St.
City, State, Zip	Coeur d' Alene, ID 83814
Business Contact	Business Telephone: 208-699-5813 Fax: _____ Email address: naomi@vineandolive.cda.com
License Applicant	Vine & Olive LLC / Naomi Bortz
If Corporation, partnership, LLC etc. List all members/officers	Naomi Bortz

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kathy Lewis 8-17-17
 Department Name Employee Name Date
 Request made by: Sharon Stranahan 408 867-1601
 Name Phone
15613 On Orbit Drive Saratoga CA 95070
 Address

The request is for: / / Repurchase of Lot(s)
 Transfer of Lot(s) from Florence Stranahan to Terry and Carol

Niche(s): _____
 Lot(s): 290, _____, _____, _____, _____, _____ Block: 2 Section: RIV
Stranahan

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 (\$ 400) attached**.

**Request will not be processed without receipt of fee. Cashier Receipt No.: 1378326

ACCOUNTING DEPARTMENT Shall complete the following:

Attach copy of original contract.

Vonnie Jensen
 Accountant Signature

CEMETERY SUPERVISOR shall complete the following:

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

- The purchase price of the Lot(s) when sold to the owner of record was \$ _____ per lot.
Mbrardt 10/16/17
 Supervisor's Init. Date

LEGAL/RECORDS shall complete the following:

- Quit Claim Deed(s) received: Yes / / No.
- Person making request is authorized to execute the claim: WJL 10/16/17
 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.

Alisita [Signature] 10/16/17
 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 9/5/17
Department Name / Employee Name / Date

Request made by: Sharon Stranahan 408 867-1601
Name / Phone
15213 On Orbit Drive Saratoga, CA 95070
Address

The request is for: Repurchase of Lot(s)
 Transfer of Lot(s) from Florence Stranahan to Sharon Diane Stranahan & John Allan Klonick

Niche(s): _____
Lot(s): 271, _____, _____, _____, _____, _____ Block: C Section: RIV

Lot(s) are located in / / Forest Cemetery Forest Cemetery Annex (Riverview).
Copy of / / Deed or / / Certificate of Sale must be attached.

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

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

Title transfer fee (\$ 4000) attached**.
**Request will not be processed without receipt of fee. Cashier Receipt No.: 1378326

ACCOUNTING DEPARTMENT Shall complete the following:

Attach copy of original contract.
Vonnie Jensen
Accountant Signature

CEMETERY SUPERVISOR shall complete the following:

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

3. The purchase price of the Lot(s) when sold to the owner of record was \$ _____ per lot.
MBundt 10/16/17
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: WHL 10/16/17
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.
Gerata McLeod 10/16/17
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.

RESOLUTION NO. 17-067

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVAL OF AN AGREEMENT TO PERFORM SUBDIVISION WORK – STINER 1ST ADDITION (SS-17-10), AND SECURITY; ACCEPTANCE OF GRANT AND APPROVAL OF A GRANT USE AGREEMENT WITH KOOTENAI COUNTY REGARDING A COUNTY-WIDE DISASTER PREPAREDNESS AGENCY; APPROVE THE PURCHASE OF 20 MOTOROLA APX RADIOS AND RELATED EQUIPMENT FROM MOTOROLA SOLUTIONS IN THE AMOUNT OF \$98,076.80 USING 2015 GO BOND FUNDS; APPROVING THE WAIVER OF COVERED LOAD REGULATIONS FROM NOVEMBER 1, 2017, THROUGH DECEMBER 1, 2017, FOR THE ANNUAL CITY LEAF PUCK UP PROGRAM AND ADOPTING NEW CLASSIFICATIONS BASED ON THE BDPA STUDY AND RECOMMENDATIONS FOR POSITIONS THAT FALL UNDER THE LAKE CITY EMPLOYEES ASSOCIATION (LCEA), UNREPRESENTED POSITIONS, AND FLSA EXEMPT POSITIONS.

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

- A) Approval of an Agreement to Perform Subdivision Work – Stiner 1st Addition (SS-17-10), and security;
- B) Acceptance of Grant and Approval of a Grant Use Agreement with Kootenai County regarding a county-wide disaster preparedness agency;
- C) Approve the purchase of 20 Motorola APX radios and related equipment from Motorola Solutions in the amount of \$98,076.80 using 2015 GO Bond funds;
- D) Approving the Waiver of Covered Load regulations from November 1, 2017, through December 1, 2017, for the annual City Leaf Puck Up program;
- E) Adopting new classifications based on the BDPA study and recommendations for positions that fall under the Lake City Employees Association (LCEA), unrepresented positions, and FLSA exempt positions; 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 and take other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "A" through "E" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements or other actions so long as the substantive provisions of the agreements or other actions remain intact.

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

DATED this 7th day of November, 2017.

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 ENGLISH	Voted _____
COUNCIL MEMBER GOOKIN	Voted _____
COUNCIL MEMBER EDINGER	Voted _____

_____ was absent. Motion _____.

CITY COUNCIL STAFF REPORT

DATE: November 7, 2017
FROM: Dennis Grant, Engineering Project Manager
SUBJECT: **SS-17-10, Stiner 1st Addition: Final Plat, Subdivision Improvement Agreement & Security Approval**

DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat document, a two (2) lot residential subdivision.
2. City Council approval of the furnished subdivision improvement agreement and security.

HISTORY

- a. Applicant: Chelsie Regehr
608 N. 15th Street
Coeur d'Alene, ID 83814
- b. Location: Northeast corner of 15th Street and Stiner Avenue.
- c. Previous Action:
 1. Preliminary plat approval, September 15, 2017

FINANCIAL ANALYSIS

The developer is furnishing security in the amount of \$11,475.00 which covers the outstanding cost of the uninstalled infrastructure installations that are required for this development.

PERFORMANCE ANALYSIS

The developer has completed the necessary subdivision agreement and is bonding for the outstanding infrastructure items (water service install, sanitary sewer service install and replacement of existing cleanout with a Manhole) in order to receive final plat approval. The installation of the agreement and security enables the developer to receive final plat approval and sell platted lots, however, occupancies will not be allowed until all infrastructure installation has been completed, and, the improvements accepted by the City. The developer has stated that all infrastructure installations will be complete by November 6, 2018.

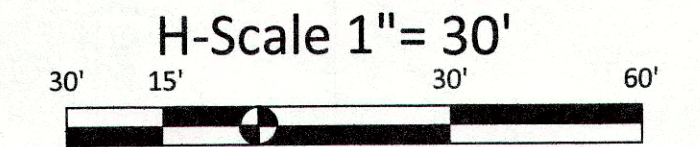
DECISION POINT RECOMMENDATION

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

STINER 1ST ADDITION

TAX NO. 4623, A PORTION OF TRACT 19 THOMAS PARK ADDITION
LYING WITHIN THE SW 1/4 OF SECTION 6, TOWNSHIP 50 N., RANGE 3 W., BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK PAGE
INST. #



LEGEND

- FOUND 5/8" REBAR AND CAP MARKED PLS 8962, OR AS NOTED
- SET 5/8" x 24" REBAR WITH YELLOW PLASTIC CAP, P.L.S. 9367
- ◇ FOUND 1/2" REBAR AND CAP MARKED PLS 4182, OR AS NOTED
- ◆ SET 1/2" x 24" REBAR WITH YELLOW PLASTIC CAP, P.L.S. 9367
- ⊙ FOUND 5/8" REBAR AND CAP MARKED PLS 4194, OR AS NOTED
- CALCULATED POSITION, NOTHING FOUND OR SET
- ⊕ 1/16 SECTION CORNER AS NOTED
- ⊖ CENTER SECTION CORNER AS NOTED
- ⊗ E-W 1/4 SECTION CORNER AS NOTED
- ⊘ N-S 1/4 SECTION CORNER AS NOTED
- ⊙ SECTION CORNER AS NOTED
- CP&F CORNER PERPETUATION & FILING RECORD (WITH INSTRUMENT NO.)
- R.O.W. RIGHT-OF-WAY

REFERENCES

- IN RECORDS OF KOOTENAI COUNTY, IDAHO:
- R-1 PLAT OF THOMAS PARK ADDITION, BYE L. GERRISH PLS 111, RECORDED IN BOOK B OF PLATS AT PAGE 142, AS INSTRUMENT NO. 30363.
 - R-2 RECORD OF SURVEY BY JOHN W. HOWE, PLS 832, RECORDED IN BOOK 22 OF SURVEYS AT PAGE 181, AS INSTRUMENT NO. 1829684.
 - R-3 PLAT OF STINER ADDITION BY JON P. MONACO, PLS 4194, RECORDED IN BOOK J OF PLATS AT PAGES 348-348A, AS INSTRUMENT NO. 2043146000.
 - R-4 PLAT OF NETTLETON CORNER BY DAVID SCHUMANN, PLS 4182, RECORDED IN BOOK L OF PLATS AT PAGES 132-132A, AS INSTRUMENT NO. 2582611000.

BASIS OF BEARING

AS SHOWN HEREON, BASIS OF BEARING FOR THIS SURVEY IS IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE, (1103) - US SURVEY FEET. THE PROJECT COORDINATES WERE DERIVED FROM NGS OPUS SOLUTION USING A REFERENCE FRAME OF NAD83 (2011)(EPOCH: 2010.0000). BEARINGS SHOWN ARE GRID AND DISTANCES SHOWN ARE GROUND USING A COMBINED ADJUSTMENT FACTOR (CAF) OF 1.00009789. A CONVERGENCE ANGLE OF -00°45'01" SHOULD BE USED TO CONVERT GRID BEARINGS TO GEODETIC.

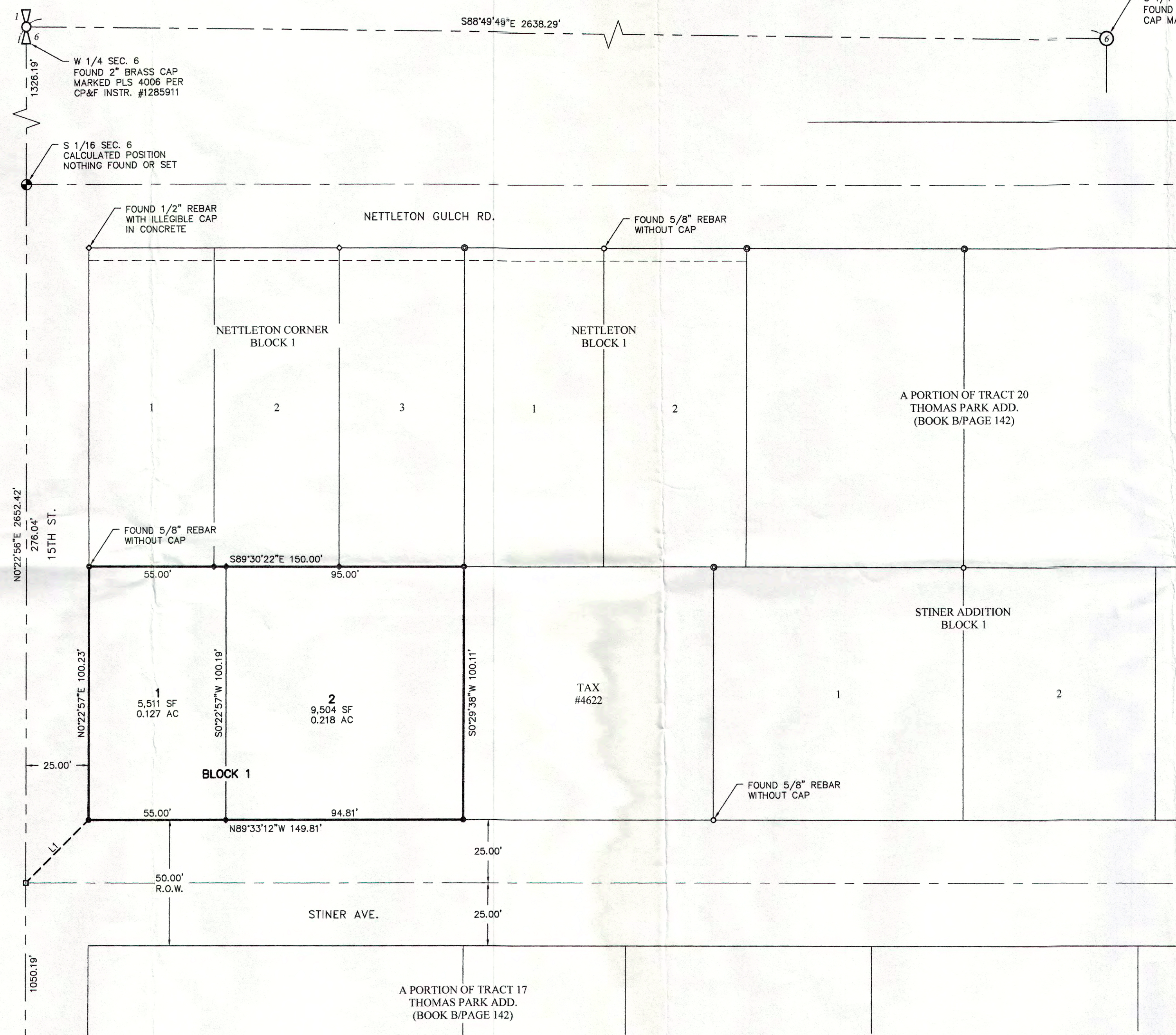
NOTES

1. THERE WAS NO ATTEMPT MADE TO SHOW PHYSICAL FEATURES OF THE PROPERTY, OR TO SHOW ANY NON-RECORDED EASEMENTS, EXCEPT FOR THOSE SHOWN HEREON.

SURVEYOR'S CERTIFICATE

I, CHAD J. JOHNSON, PLS 9367, 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, AND THAT APPLICABLE CORNER RECORDS HAVE BEEN FILED, IN COMPLIANCE WITH THE LAWS OF THE STATE OF IDAHO.

Chad J. Johnson
CHAD J. JOHNSON PLS 9367 DATE 7-21-17



LINE TABLE		
LINE	BEARING	LENGTH
L1	N45°24'52\"E	35.34

PLAT OF STINER 1ST ADDITION			
SW 1/4 SECTION 6, TOWNSHIP 50 NORTH, RANGE 3 WEST, B.M., CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO			
DATE SURVEYED: JUN. 2017	DRAFTED BY: BAG	PLOT DATE: 06/12/2017	SHEET 1/2
FILE NAME: 17-067 SURVEY	CHECKED BY: C.JJ	PROJECT No.: 17-067	2

P.O. Box 2544 Post Falls, ID 83877
208-660-2351
johnsonsurveyingnw.com

SW COR. SEC. 6
FOUND 2.5" ALUMINUM CAP
MARKED PLS 5573 PER
CP&F INSTR. #

STINER 1ST ADDITION

TAX NO. 4623, A PORTION OF TRACT 19 THOMAS PARK ADDITION

LYING WITHIN THE SW 1/4 OF SECTION 6, TOWNSHIP 50 N., RANGE 3 W., BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK PAGE
INST.#

OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS: THAT _____ HEREBY CERTIFIES THAT IT OWNS THE PROPERTY HEREINAFTER DESCRIBED AND INCLUDES SAID PROPERTY IN A PLAT TO BE KNOWN AS "STINER 1ST ADDITION".

SAID PARCEL OF LAND BEING TAX NO. 4623, LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 6 BEING A 2" BRASS CAP MARKED PLS 4006 RECORDED AS CP&F INSTRUMENT NUMBER 1285911, RECORDS OF KOOTENAI COUNTY, IDAHO, FROM WHICH THE CENTER QUARTER OF SECTION 6 BEARS S88°49'49"E A DISTANCE OF 2638.29 FEET; THENCE S00°22'56"W ALONG THE WEST LINE OF SECTION 6 A DISTANCE OF 1602.23 FEET TO A POINT; THENCE N45°24'52"E A DISTANCE OF 35.34 FEET TO THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY OF 15TH STREET AND THE NORTHERLY RIGHT-OF-WAY OF STINER AVENUE AND A SET 5/8" REBAR MARKED PLS 9367 AND TRUE POINT OF BEGINNING;

THENCE, ALONG THE EASTERLY RIGHT-OF-WAY OF 15TH STREET N00°22'56"E 100.23 FEET TO A FOUND 5/8" REBAR WITHOUT CAP;

THENCE, LEAVING SAID RIGHT-OF-WAY S89°30'22"E A DISTANCE OF 150.00 FEET TO A FOUND 5/8" REBAR AND CAP MARKED PLS 8962;

THENCE, S00°29'38"W A DISTANCE OF 100.11 FEET TO THE INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY OF STINER AVENUE AND A SET 5/8" REBAR AND CAP MARKED PLS 9367;

THENCE, ALONG SAID RIGHT-OF-WAY N89°33'12"W A DISTANCE OF 149.81 FEET TO THE TRUE POINT OF BEGINNING.

COMPRISED 0.345 ACRES, MORE OR LESS, AND SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, COVENANTS, CONDITIONS, RESTRICTIONS AND AGREEMENTS OF RECORD OR APPEARING ON SAID PLAT.

SANITARY SEWER SERVICE SHALL BE PROVIDED BY THE CITY OF COEUR D'ALENE.

WATER SERVICE SHALL BE PROVIDED BY CITY OF COEUR D'ALENE.

SIGNATURE: _____ DATE: _____

SIGNATURE: _____ DATE: _____

PRINT NAME: _____

PRINT NAME: _____

TITLE: _____

TITLE: _____

NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) S.S.

ON THIS ____ DAY OF _____, IN THE YEAR OF 20____, BEFORE ME, _____, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, PERSONALLY APPEARED _____, KNOWN OR IDENTIFIED TO ME TO BE THE MANAGER OF THE LIMITED LIABILITY COMPANY, THAT EXECUTED THE INSTRUMENT OR THE PERSON WHO EXECUTED THIS INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME.

NOTARY PUBLIC: _____

RESIDING AT: _____

COMMISSION EXPIRES: _____

RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO THIS ____ DAY OF _____, 20____.

AT _____ M. AND DULY RECORDED IN BOOK ____ OF PLATS AT PAGE(S) _____ AND UNDER INSTRUMENT NO. _____ AT THE REQUEST OF _____.

JIM BRANNON, KOOTENAI COUNTY RECORDER

FEE PAID _____

CITY COUNCIL APPROVAL

THIS PLAT IS HEREBY APPROVED AND ACCEPTED BY THE CITY COUNCIL OF COEUR D'ALENE, IDAHO, THIS ____ DAY OF _____, 20____.

CITY OF COEUR D'ALENE, ENGINEER _____

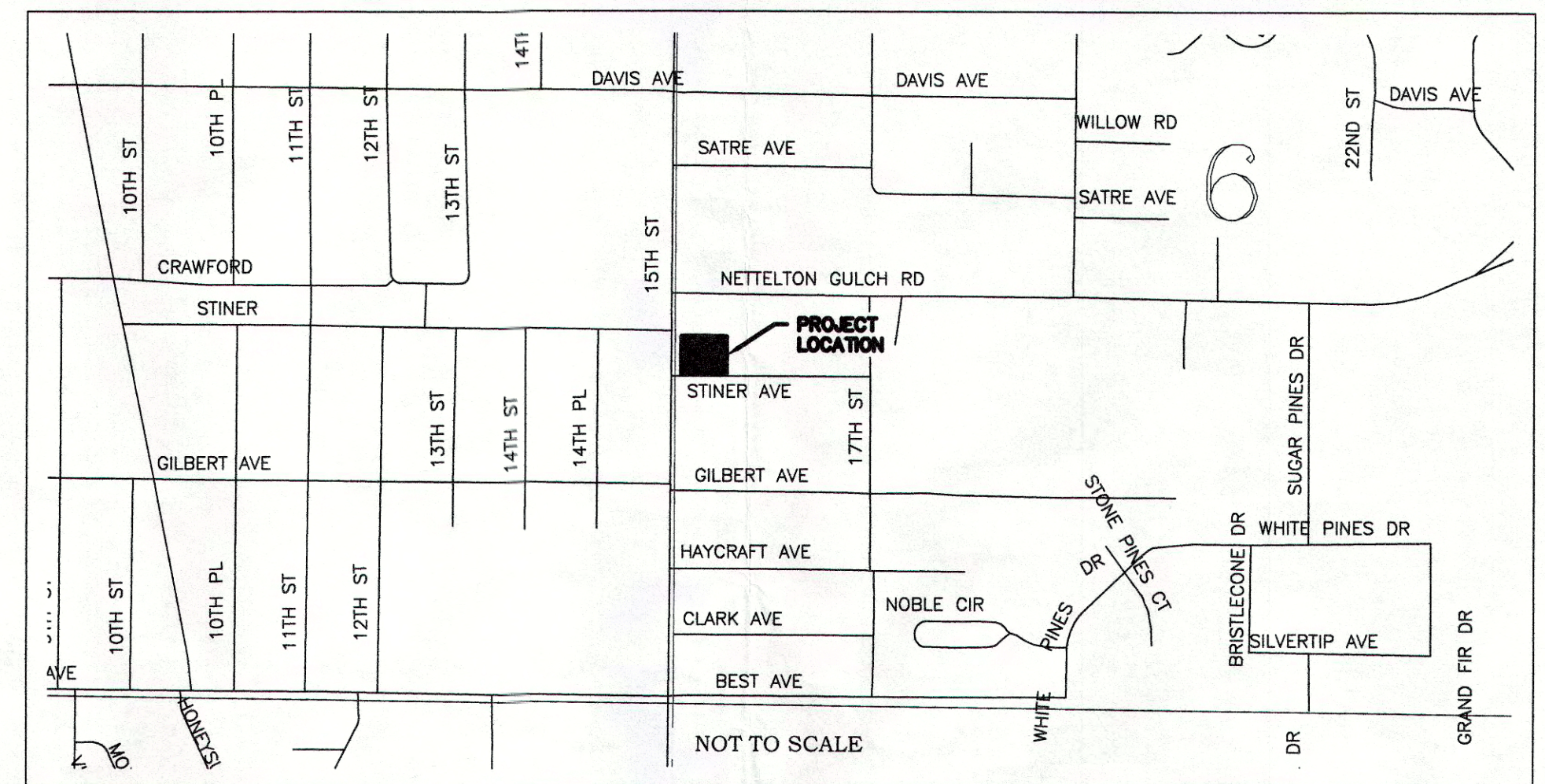
CITY OF COEUR D'ALENE, CLERK _____

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THIS ____ DAY OF _____, 20____, THAT THE REQUIRED TAXES ON THE HEREIN PLATTED LAND HAVE BEEN PAID THROUGH _____.

KOOTENAI COUNTY TREASURER

VICINITY MAP



PANHANDLE HEALTH DISTRICT

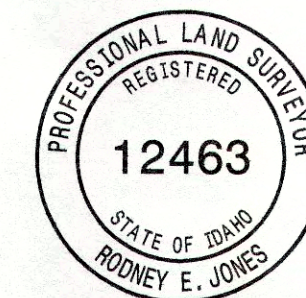
SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON A REVIEW BY THE QUALIFIED LICENSED PROFESSIONAL ENGINEER (QLPE) REPRESENTING CITY OF COEUR D'ALENE AND THE QLPE APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. WATER AND SEWER LINE HAVE BEEN COMPLETED AND SERVICES CERTIFIED AS AVAILABLE. SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

HEALTH DISTRICT SIGNATURE: _____ DATE: _____

COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND APPROVE THE SAME FOR RECORDING THIS ____ DAY OF _____, 20____.

RODNEY E. JONES PLS 12463
KOOTENAI COUNTY SURVEYOR

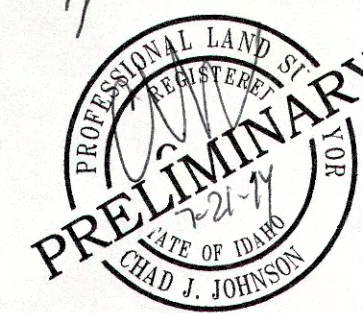


SURVEYOR'S CERTIFICATE

I, CHAD J. JOHNSON, PLS 9367, 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, AND THAT APPLICABLE CORNER RECORDS HAVE BEEN FILED, IN COMPLIANCE WITH THE LAWS OF THE STATE OF IDAHO.

CHAD J. JOHNSON PLS 9367

7-21-17
DATE



PLAT OF STINER 1ST ADDITION				
SW 1/4 SECTION 6, TOWNSHIP 50 NORTH, RANGE 3 WEST, B.M., CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO				
DATE SURVEYED: JUN. 2017	DRAFTED BY: BAG	PLOT DATE: 06/12/2017	SHEET 2	P.O. Box 2544 Post Falls, ID 83877 208-660-2351 johnsonsurveyingnw.com
FILE NAME: 17-067 SURVEY	CHECKED BY: CJJ	PROJECT No.: 17-067	2	

AGREEMENT TO PERFORM SUBDIVISION WORK

Stiner 1st Addition (SS-17-10)

THIS AGREEMENT made this 7th day of November, 2017 between Chelsie Regehr, whose address is 608 N. 15th Street, Coeur d'Alene, ID 83814, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved, subject to completion of the required improvements, the subdivision plat of Stiner 1st Addition, a two (2) lot, residential development in Coeur d'Alene, situated in the Southwest ¼ of Section 6, Township 50 North, Range 3 West, B.M., Kootenai County, Idaho; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to complete the following public improvements: Installation of a sanitary sewer service lateral for Lot 1, replace the existing cleanout with a 48" Manhole on Stiner Avenue and install a water service to Lot 2 on or before the 6th day of November, 2018. Said improvements are more particularly described on the submitted estimate of probable construction costs dated October 13, 2017 attached as Exhibit "A", compiled by Gordon Dobler, PE, #7432 of Dobler Consulting, LLC, whose address is P.O. Box 2544, Post Falls, ID 83877.

The Developer, prior to recording the plat, shall deliver to the City, security in the amount of Eleven Thousand Four Hundred and Seventy-five and 00/100 Dollars (\$11,475.00) which is the cost required for securing the obligation of the Developer to complete the subdivision improvements referred to herein. Should the Developer noted herein fail to complete the improvements within the time herein provided, the City may utilize the funds to complete or have the improvements completed. In the event the City completes the improvements as a result of the Developer's default, the Developer shall be responsible for any costs that exceed the installed security for the public improvements noted herein.

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

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

City of Coeur d'Alene

Steve Widmyer, Mayor

Developer



Chelsie Regehr, Applicant

ATTEST:

Renata McLeod, City Clerk

EXHIBIT "A"



Engineers Cost Estimate
 Stiner 1st Addition
 October 13, 2017

Item No.	Estimated Quantity	Description	Unit Price	Total Price
Water				\$1,650.00
1	1 EA	1" Water service	\$1,650.00	\$1,650.00
Sewer				\$6,000.00
2	1 EA	Replace existing cleanout w/48" MH	\$4,800.00	\$4,800.00
3	1 EA	4" Sewer service	\$1,200.00	\$1,200.00
Total Estimated Costs				\$7,650.00
Total Bond Amount (Cost x 150%)				\$11,475.00



City of Coeur d'Alene

FIRE DEPARTMENT

“City of Excellence”

Staff Report

Date: October 26, 2017

From: Kenny Gabriel, Fire Chief

Re: Grant for Rescue Task Force (RTF) Equipment

DECISION POINT: Should mayor and Council accept a Grant from Kootenai County Office of emergency Management (OEM) and State of Idaho Department of Homeland Security for RTF equipment?

HISTORY: In 2015 The Fire Department applied for a grant through OEM for \$21,444 for the purchase of equipment to be used for our newly established RTF. The equipment would be for use in an active shooter situation in the County. We partnered with Kootenai County Fire and Rescue (KCFR) and Northernlakes Fire Protection District to provide this resource and get six sets of ballistic equipment, two for each Department. Due to a lack of available grant funds we were awarded three sets at a cost of \$21,444 and the equipment was purchased and placed into service. We applied this year for three additional sets and our request was approved.

FINANCIAL ANALYSIS: The amount of grant funds requested is \$12,676 with no required match.

PERFORMANCE ANALYSIS: With the collaboration of all Fire and Law Enforcement Departments in the County, the RTF program has been implemented and training on-going. This is a National Program and is vital to the safety of our citizens and visitors in the event of an active shooter incident.

DECISION POINT/RECOMMENDATION: Accept a Grant for Kootenai County OEM and State of Idaho Homeland Security for the purchase of RTF equipment.

¹GRANT USE AGREEMENT

THIS AGREEMENT (hereinafter "Agreement") is made and entered into this 7th day of November, 2017, by and between Kootenai County, a political subdivision of the State of Idaho, (hereinafter "COUNTY") and City of Coeur d' Alene Fire Department (hereinafter "BENEFITING AGENCY.")

WHEREAS, COUNTY is authorized and required by Idaho Code § 46-1009 to maintain a county-wide disaster preparedness agency;

WHEREAS, in furtherance of those duties, COUNTY has received a grant award, Grant No.DHS-17-GPD-067-00-01 from the Idaho Office of Emergency Management ("IOEM"), as a pass-through entity, from the U.S. Department of Homeland Security (Federal Grant Award No. 17SHSP028) for the purposes of implementation of strategies to address identified planning, organization, equipment, training, and exercise needs to prevent, protect against, respond to, and recover from natural and other catastrophic events. The grant award document is attached as Exhibit "A" and incorporated herein by reference;

WHEREAS, COUNTY desires to enter into this Agreement with BENEFITING AGENCY to build and sustain regional core emergency management capabilities as described in Exhibit "B" utilizing the funds described in Exhibit "A" while ensuring compliance with state and federal grant requirements.

NOW, THEREFORE, the parties agree as follows:

1. REGIONAL CORE CAPABILITIES PURPOSE. COUNTY and BENEFITING AGENCY agree that the federal funding and distribution will be used for the purpose of building or sustaining high priority regional core capabilities that address prioritized threats, hazards, vulnerabilities, and/or risks. BENEFITING AGENCY shall allow use of grant-purchased equipment in support of emergency management functions, consistent with existing mutual aid or resource sharing agreements, for any

local government first response agency or their various public or private sector partners with emergency management missions.

2. COMPLIANCE WITH TERMS OF GRANT. BENEFITING AGENCY shall comply with the terms of Exhibit "A" for so long as BENEFITING AGENCY has possession of property purchased with funds provided pursuant to this Agreement. This covenant shall survive the termination of this agreement.

3. TERM. This Agreement is to be effective for a period of one (1) year, from _____, 2017, through _____, 2018. This Agreement may be renewed for three (3) additional one (1) fiscal year terms by a mutually executed writing.

4. DEFAULT. Upon default by either party, the non-defaulting party may cancel this Agreement with no notice and may pursue any and all legal, equitable, and other available remedies. Default occurs if either party fails to perform any of the covenants, conditions, or services of this Agreement and such defects in performance are not cured within ten (10) working days after receipt of written notice of default.

5. STATUS REPORT. BENEFITING AGENCY agrees to keep COUNTY informed of BENEFITING AGENCY's progress on the core capability targets throughout the term of this Agreement in a manner and at such times as both parties shall agree.

6. CONFIDENTIALITY. Both parties agree to maintain confidentiality of all information utilized or gained in performance under this agreement to the extent such information is exempt from disclosure under Federal, State or local law, rules, or regulations.

7. FISCAL RECORDS. BENEFITING AGENCY shall maintain all fiscal records, including its books, audit papers, documents, and any other evidence of accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement, for a period of three (3) years from the grant performance period end date. Additionally, a copy of all fiscal records shall be provided to OEM. The fiscal records maintained by BENEFITING AGENCY pursuant to this Agreement shall be available for and subject to inspection, review, or audit and copying by the COUNTY, and any person duly authorized by the COUNTY, at all reasonable times.

8. VIOLATION OF AGREEMENT OR GRANT TERMS. When federal, state or COUNTY audits indicate that payments to BENEFITING AGENCY do not meet the applicable federal, state or local laws, regulations, or rules, BENEFITING AGENCY shall return, refund and/or pay to the COUNTY any equipment acquired or costs of training provided, plus any additional costs, including audit costs, arising from BENEFITING AGENCY's ineligible or improper receipt or use of grant funds, and the COUNTY must refund such payments to the applicable funding agency.

9. NOTICES. For the purposes of this Agreement, including, without any limitation, all notices required or authorized herein shall be as follows:

For the COUNTY:

Kootenai County Board of County Commissioners
(Currently Marc Eberlein, Chris Fillios, and Bob Bingham)
451 Government Way
P.O. Box 9000
Coeur d'Alene, ID 83816-9000
Phone: (208) 446-1600
Fax: (208) 446-2178
E-mail: kcbocc@kcgov.us

And

Kootenai County Office of Emergency Management
(Currently Sandy Von Behren, Director)
5500 N. Government Way
P.O. Box 9000
Coeur d'Alene, ID 83816-9000
Phone: (208) 446-1775
Fax: (208) 446-1780
E-mail: svonbehren@kcgov.us

For the BENEFITING AGENCY:

City of Coeur d' Alene Fire Department
(Currently, Jim Washko, Deputy Chief
300 Foster Ave
Coeur d' Alene, ID 83814
Phone: (208) 769-2340
E-mail: jwashko@cdaid.org

10. LOBBYING. BENEFITING AGENCY hereby certifies that none of the grant funding under this Agreement has been paid or will be paid by or on behalf of the BENEFITING AGENCY to any person for influencing or attempting to influence an officer or employee of any governmental agency, a member, officer or employee of Congress or the Idaho Legislature in connection with the awarding, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.

If any funds, other than funds provided by this Agreement, have been paid or will be paid by BENEFITING AGENCY to any person for influencing or attempting to influence an officer or employee of any governmental agency, a member, officer or employee of Congress or the Idaho Legislature in connection with this Agreement, the BENEFITING AGENCY shall complete and submit Federal Standard Form LLL, "Disclosure of Lobbying Activities" form, pursuant to 31 U.S.C. 1352, and to report lobbying, in accordance with its instructions, and submit a copy of such form to the COUNTY.

11. SINGLE AUDIT ACT. BENEFITING AGENCY agrees to comply with the provisions of OMB Circular A-133, which sets forth audit requirements of states, local governments, and non-profit organizations.

12. COMPLETE AGREEMENT. This Agreement is the full and complete agreement of the parties hereto. This Agreement may be modified or amended only if such modification or amendment is in writing and agreed to by both parties.

13. USE, MANAGEMENT, AND DISPOSITION OF PROPERTY PURCHASED UNDER THIS AGREEMENT. BENEFITING AGENCY shall comply with

the terms of Exhibit "A" and the following regarding use, management, and disposal of "Property" purchased under this Agreement:

A. Definitions.

- i. "Equipment" shall be defined as, generally, an article of non-expendable, tangible personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Equipment is not a replacement part or component which returns a piece of Equipment to its original condition. If, however, a component increases the capability of the original Equipment and has an acquisition cost of \$5,000 or more, it is considered Equipment.
- ii. "Property" shall be defined as generally, an article of non-expendable, tangible personal property, and includes, but is not limited to, Equipment.
- iii. "Supplies" shall be defined as generally, expendable non-capital items such as paper, ink, toner, gauze, steri-strips, antibacterial wash, and so on.

B. Use.

- i. Property and Supplies shall be used by the COUNTY and BENEFITING AGENCY in the program or project for which it was acquired for as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.
- ii. The parties may make equipment and supplies available for use on other projects or programs currently or previously supported by the Federal government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the awarding agency.

- iii. BENEFITING AGENCY shall not use Property or Supplies acquired under this Agreement to provide services for a fee to compete unfairly with private companies that provide equivalent services.
- iv. BENEFITING AGENCY may use Equipment to be replaced as a trade-in or sell the Property and use the proceeds to offset the cost of the replacement Property, subject to the approval of the awarding agency.
- v. Upon termination of this Agreement, through default or other termination for reasons other than expiration of this Agreement, the BENEFITING AGENCY shall return to COUNTY all Property and Supplies purchased with grant funds.

C. Property Management Requirements.

Procedures for managing Property will, at a minimum, meet the following requirements:

- i. Property records must be maintained to include a description of the Property, a serial number or other identification number, the source of Property, who holds title, the acquisition date, and cost of the Property, percentage of Federal participation in the cost of the Property, (i.e. from funds provided under this agreement), the location, use and condition of the Property, and any ultimate disposition data including the date of disposal and sale price of the Property. BENEFITING AGENCY shall affix both an awarding agency security tag and a Kootenai County asset tag (provided by OEM) to the property. A photograph of the property with the awarding agency security tag and Kootenai County asset tag shall be sent to OEM. Property inventory reports tracking each item of Property acquired with grant funds continue to the end of the life cycle of each property item.
- ii. A physical inventory of all Equipment purchased in total or in part with grant funds must be taken and the results reconciled with the

property records at least once every two years. The COUNTY will distribute to BENEFITING AGENCY a copy of its last property report for BENEFITING AGENCY's reconciliation and update. The reconciliation, including condition and location of all Equipment, must be provided to OEM promptly after completion, but in any event by December 31 of each calendar year in which the task is to be completed.

- iii. A control system must be developed by BENEFITING AGENCY to ensure adequate safeguards to prevent loss, damage, or theft of all Property acquired with grant funds. Any loss, damage, or theft shall be investigated.
- iv. Adequate maintenance procedures must be developed to keep Property in good condition. At all times relevant herein, BENEFITING AGENCY shall be responsible for maintaining Property in good and operating condition.
- v. BENEFITING AGENCY shall maintain documents such as receipts for repairs, vehicle titles, insurance policies, and lease agreements with the records required pursuant to paragraph (13)(C)(i) of this agreement.
- vi. BENEFITING AGENCY shall document all Equipment and Property loss, damages, and or thefts and promptly notify COUNTY of any such loss, damage or theft.
- vii. When equipment acquired via a federal award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, except as otherwise provided, the BENEFITING AGENCY shall notify COUNTY and request disposition instructions from the federal awarding agency if required by the terms and conditions of the federal award. If BENEFITING AGENCY sells the Property, proper sales procedures must be established to ensure the highest possible return.

- viii. COUNTY shall conduct annual monitoring visits at such times as OEM may designate to ensure compliance with the terms of this Agreement. OEM may conduct other audits or onsite visits at the request of the Board of Kootenai County Commissioners. BENEFITING AGENCY shall comply with all reasonable audit or monitoring visit requests of OEM, the Board of County Commissioners or their designee, and/or the IOEM.

D. Disposition.

When original or replacement Property or Supplies acquired under this Agreement is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, disposition of the Property shall be made as follows:

- i. Items of Property with a then current per-unit fair market value of less than five thousand dollars (\$5,000.00) may be retained, sold, or otherwise disposed of with no further obligation to the U.S. Department of Homeland Security, IOEM, or COUNTY.
- ii. Items of Property with a then current per-unit fair market value in excess of five thousand dollars (\$5,000.00) may be retained or sold and the COUNTY shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the COUNTY's funded share of the equipment.

[Example: A generator purchased under this agreement is no longer needed for the original purpose. It has a current fair market value of \$12,000. BENEFITING AGENCY paid \$22,000 for the equipment and received \$18,000 from the COUNTY through this Agreement. BENEFITING AGENCY wishes to sell the equipment. Upon sale for \$12,000, BENEFITING AGENCY would reimburse the COUNTY \$9,800 (82% of the purchase price was paid for with federal grant funds).]

The COUNTY will forward all funds received from BENEFITING AGENCY as a result of equipment sale or other disposition back to the awarding agency.

E. Supplies.

- i. Management: BENEFITING AGENCY shall keep track of supplies on a property inventory by description, quantity, date of purchase, and location.
- ii. Disposition: If there is a residual inventory of unused Supplies exceeding five thousand dollars (\$5,000.00) in total aggregate fair market value upon termination or completion of this Agreement, and if the supplies are not needed for any other federally sponsored programs or projects, BENEFITING AGENCY shall compensate the COUNTY for its share, as calculated in paragraph 13(D)(ii) above.

14. INDEMNIFICATION. BENEFITING AGENCY shall defend, indemnify, and hold the COUNTY and its officers, agents, and employees, harmless for all claims, losses, actions, damages, judgments, costs, expenses, and/or injuries to persons or property arising out of or in connection with any activities, acts, or omissions of the BENEFITING AGENCY, and its officers, agents or employees. In the event COUNTY is alleged to be solely liable on account of any activities, acts, or omissions of the BENEFITING AGENCY, and/or its officers, agents or employees, then BENEFITING AGENCY shall defend such allegations through counsel chosen by the COUNTY. BENEFITING AGENCY shall bear all costs, fees, and expenses of such defense, including, but not limited to, all attorney fees and expenses, court costs, and expert witness fees and expenses.

15. CHOICE OF LAW: This Agreement and its performance shall be construed in accordance with and governed by the laws of the State of Idaho, with venue for any action brought pursuant to this Agreement to be in the First Judicial District, Kootenai County, State of Idaho

16. THIRD PARTY BENEFICIARIES: Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

DATED this 7th day of November, 2017.

Board of Kootenai County Commissioners

By: _____
Marc Eberlein, Chairman

By: _____
Chris Fillios, Commissioner

By: _____
Bob Bingham, Commissioner

ATTEST:

Jim Brannon, Clerk

Deputy
DATED this _____ day of _____, 20____.




BENEFITING AGENCY

City of Coeur d' Alene

By: _____
Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

	Idaho Office of Emergency Management					
2017 Subrecipient Agreement for Kootenai County						
Date of Award: July 1, 2017						
1. Subrecipient Name and Address Kootenai County P.O. Box 9000 Coeur d'Alene, ID 83816	2. Prepared by: Quarles, Mary	3. Award Number: 17SHSP028				
Federal Grant Information						
Federal Grant Title:		State Homeland Security Grant Program				
Federal Grant Award Number/CFDA Number:		DHS-17-GPD-067-00-01 / 97.067				
Federal Granting Agency:		Grant Programs Directorate Federal Emergency Management Agency U.S. Department of Homeland Security				
5. Award Amount and Grant Breakdowns						
Subrecipient Unique Identifier: 078207404	2017 State Homeland Security Program					
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;">Award Amount This Action:</td> <td style="text-align: right;">\$182,840.00</td> </tr> <tr> <td>Total Award Amount:</td> <td style="text-align: right;">\$182,840.00</td> </tr> </table>	Award Amount This Action:	\$182,840.00	Total Award Amount:	\$182,840.00	Performance Period: Sep 1, 2017 through Aug 31, 2019	
Award Amount This Action:	\$182,840.00					
Total Award Amount:	\$182,840.00					
<p>6. Requirements: This Subaward is approved subject to such conditions or limitations as are set forth on the following pages of this document and in the General Terms and Conditions sent to support the State Homeland Security Grant Program. This is a not a Research & Development Subaward. Subrecipients must give the Idaho Office of Emergency Management (IOEM), Department of Homeland Security (DHS) and auditors access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.</p> <p>The Subrecipient certifies that the subrecipient and its' contractors/vendors are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Debarred and Suspended list at http://www.sam.gov.</p> <p>The Subrecipient certifies compliance with the 2CFR200 Subpart F – Audit Requirements and Idaho State Code 67-450B – Independent Financial Audits of Local Governmental Entities—Filing Requirements. Acceptance of subaward certified compliance with requirements detailed above.</p>						
<p>7. Indirect Costs: In accordance with 2CFR200, a subrecipient may charge indirect costs to the program through the utilization of a cognizant approved indirect cost rate. Subrecipients that have never had a negotiated indirect cost rate may elect to charge a de minimis rate of 10% of modified total direct costs which may be used indefinitely. Kootenai County will be using the 10% de minimis rate to charge indirect costs to this grant. Rate expires September 30, 2019.</p>						
8. Agency Approval						
Approving IOEM Official: Brad Richy Idaho Office of Emergency Management (208) 258-6501	Signature of IOEM Official:  Date: September 27, 2017					
9. Subrecipient Acceptance						
I have read and understand the attached Terms and Conditions. Signature certifies compliance with requirements detailed on subaward subrecipient agreement.						
Print name and title of Authorized Subrecipient official: Marc Eberlein, Chairman	Signature of Authorized Sub-Recipient Official: 					
11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number: 82-6000304	12. Date Signed: 9/19/17					
13. DUE DATE: 10/23/2017 Signed award must be returned to IOEM on or before the above due date.						

MEMORANDUM OF UNDERSTANDING

Between

The State of Idaho, Office of Emergency Management

And

Kootenai County

Regarding State Use of 2017 State Homeland Security Program Funding

1. Parties. The parties to this Agreement are the State of Idaho, Office of Emergency Management and Kootenai County, referred to as subrecipient.

2. Authority. This agreement is authorized under the provisions of Idaho Statute: TITLE 46, CHAPTER 10.

3. Purpose. The purpose of this Agreement is to set forth terms by which the Idaho Office of Emergency Management shall expend State Homeland Security Grant Program (SHSP) funds on behalf of the subrecipient. On July 1, 2017 the United States Department of Homeland Security issued grant number DHS-17-GPD-067-00-01 to the State of Idaho. Under this grant award, the State of Idaho, Office of Emergency Management must allocate grant funding to local jurisdictions. Under this grant award, the subrecipient may authorize the Idaho Office of Emergency Management to obligate and pay for equipment purchases and allocate training program costs, provided that the subrecipient and the Idaho Office of Emergency Management enter into an agreement on the matter.

4. Responsibilities.

a. Idaho Office of Emergency Management: The Idaho Office of Emergency Management will provide fund management for equipment to be purchased at the local level so long as the equipment purchase fits within the scope of the grant and is authorized. Obligations and payments may be made for the period of this grant award and any extensions of this grant award. The Idaho Office of Emergency Management will also provide training program fund management by allocating the cost of training courses offered by or taken by the subrecipient that are within the scope of the grant and are authorized.

b. Subrecipients: The duly authorized subrecipient official has read and understands the 2017 State Homeland Security Program description and application. As the authorized representative, he or she hereby authorizes the Idaho Office of Emergency Management to obligate and expend 2017 State Homeland Security Program funds for allowable equipment purchases and training program execution on behalf of the subrecipient.

5. Approving Official.

Idaho Office of Emergency Management	Subrecipient
Brad Richy	Marc Eberlein, Chairman
4040 Guard Street, Bldg. 600	Kootenai County
Boise, ID 83705	P.O. Box 9000
(208) 422-3040	Coeur d Alene, ID 83816-9000
	208-446-1600

6. Other Provisions. Nothing in this Agreement is intended to conflict with current laws or regulations of the State of Idaho or any subrecipient jurisdiction. If a term of this agreement is inconsistent with such authority, then the term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

7. Point of Contact. The point of contact for Kootenai County regarding emergency management is;
Sandy Von Behren, Director
Kootenai County
P.O. Box 9000
Coeur d'Alene, ID 83816

8. Effective Date. The terms of this agreement will become effective upon signing by the parties.

9. Modification. This agreement may be modified upon the mutual written consent of the parties.

10. Termination. The terms of this agreement in its original form, or if modified with the consent of both parties, will remain in effect until the end of the grant. Either party upon 30 days written notice to the other may terminate this agreement.

Approved by:



Marc Eberlein, Chairman

Kootenai County

9/19/17

Date



Brad Richy

Idaho Office of Emergency Management

9/27/17

Date

2017 SHSP

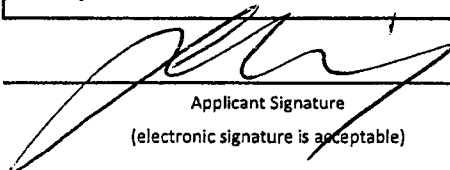
Kootenai County Benefitting Agency Grant Project Application

Applicant/Jurisdiction	City or County Agency, Department or Other Organization Coeur d'Alene Fire Department, Northern Lakes Fire Protection District, Kootenai County Fire and Rescue		
Point of Contact	Name:	Morrison, John	Title: Battalion Chief
	Phone:	208-699-6668	Email: jmorrison@cdaid.org
Project	Project Name: Kootenai County Rescue Task Force		
	Requested Grant Funds	\$ 12676.97	
	Total Project Cost	\$ 12676.97	
Threat / Hazard / Vulnerability	Use info from Threat Hazard Identification Risk Assessment (THIRA), Hazard Mitigation Plan, or Hazard Vulnerability Analysis (HVA) to describe what this capability addresses.		
	Terrorism If "Other", please explain below.		
Mission Area	Primary:	Response	
	Secondary:	Recovery	
Core Capability	Primary Capability Name (Click for Definition):	Mass Care Services	
	Secondary Capability Name (Click for Definition):	Environmental Response/Health & Safety	
Regional Impact	Is Capability regionally deployable?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
	Does Capability have regional impact?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
	Does this Capability already exist within this region?	<input type="checkbox"/> YES	<input type="checkbox"/> NO <input checked="" type="checkbox"/> PARTIALLY
Core Capability Target	Insert capability target as determined by THIRA process (e.g. "During the first 72 hours of an incident, conduct operations to recover 375 fatalities.")		
	This project targets several items off the 37 Target Capabilities List for Active Shooter Responses. First and foremost, #18 Responder Safety and Health. Then #19 Public Safety and Security Response, along with #29 Triage and Pre-Hospital Treatment. And also #34 Fatality Management.		
Preparedness	<input type="checkbox"/> Planning	Building new capability? <input type="checkbox"/>	or Sustaining current Capability? <input type="checkbox"/>
	<input type="checkbox"/> Organization	Building new capability? <input type="checkbox"/>	or Sustaining current Capability? <input type="checkbox"/>
	<input type="checkbox"/> Training	Building new capability? <input type="checkbox"/>	or Sustaining current Capability? <input type="checkbox"/>
	<input type="checkbox"/> Exercising	Building new capability? <input type="checkbox"/>	or Sustaining current Capability? <input type="checkbox"/>
	<input checked="" type="checkbox"/> Equipment	Building new capability? <input checked="" type="checkbox"/>	or Sustaining current Capability? <input type="checkbox"/>
	For Equipment - AEL Number(s):		01LE-01-ARMR, 09ME01-MCIK
MOU Information	NIMS Resource Type (if applicable):		ESF #4 Firefighting, ESF #13 Public Safety and Security
	Relevant MOU in place?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
	If "No.", then by what date?		
Justification	Provide narrative describing need for capability (i.e. how will this project reduce risk in your jurisdiction?)		
	This request is to bolster the county-wide capability for dealing with an incident of Mass Casualty Act of Violence by providing equipment for additional Rescue Task Forces. The concept of Rescue Task Force has been vetted, trained on, and implemented in Kootenai County. Coeur d'Alene Fire Department, Northern Lakes Fire Protection District, and Kootenai County Fire and Rescue all have the capabilities of responding one team to a mass casualty act of violence. The requested funding of \$12,676.97 would provide the gear to place a second team from each department in service. This gear consists of ballistic vest, armor, helmets, glasses and bags. The stakeholders (all of Kootenai County) will benefit from having staffed resources available 24 hours a day to respond to these emergency types. This model is supported by the International Association of Firefighters, as well as, The international Association of Fire Chiefs. The model has been agreed to by fire and law enforcement in the county. The benefits of funding a second wave of teams is to ensure adequate resources for treating victims in the warm zone of these calls, saving valuable minutes and lives. The more RTF teams available, the more victims we can treat. Funding this request will help us to better meet the needs of our citizens in the changing environment of mass casualty acts of violence.		

SUBMIT

Click **SUBMIT** to Email Completed form to Kootenai County Office of Emergency Management. Rirish@kcgov.us 208-446-1775

Deadline: 6/30/2017


Applicant Signature
(electronic signature is acceptable)

6/22/2017

Date

City of Coeur d'Alene

FIRE DEPARTMENT

"City of Excellence"

Staff Report

Date: 7-21-17

From: Jim Washko, Deputy Chief

Re: Radio Purchase for Fire Department

DECISION POINT: To accept the purchase of 20 APX 6000 7/800 MHz radios from Motorola Solutions for \$98,076.80

HISTORY: In 2009 all of the fire departments in Kootenai County got together with the 911 dispatch center to discuss the future of communications within the County, the consensus was to move to a 700/800 MHz system from our old VHF system to create a more robust interoperable system with better coverage and communication throughout the county. The decision was unanimous to move forward. Bonner county had a startup system available for 25 cents on the dollar, which Kootenai county purchased. This system was a Motorola system that created the backbone to build off of. Studies were done and it was decided that Motorola radios provided the best equipment for moving forward. The committee also looked at EF Johnson and Harris radio but they were not able to meet the specifications needed for federal P25 mandates. The changeover was a complete success which allows communications from one end of the county to the next.

The next hurdle with the changeover was the purchase of radios for all entities. Larry Simms, Fire Chief of Hauser Lake stepped in and wrote a regional Assistance to Firefighters Grant for a million dollars. The grant was funded to over \$800,000.00 which allowed everyone to purchase radios, CDAFD received \$167,773.60 which we paid a 20% match of \$41,943.00. The purchases were for Motorola radios which created the need for a sole source vendor. Our purchase was approved by legal, due to need and circumstances and was accepted by council in 2009.

PERFORMANCE ANALYSIS: Due to the fact that the radios of this day and age are basically small computers they have a life span for parts and maintenance. We have been told that Motorola no longer make replacement parts for the radios we have and parts will soon become scarce. I have been told that we have a 2–5 year window on usefulness. I have three on the self now in need of repair at a minimum cost of \$450.00 each for an on/off knob that does not work. The new model has several improvements for the firefighter, such

as larger knobs for increasing volume and changing channels with firefighter gloves on, which keeps firefighters from taking their gloves off in a hazardous environment to change channels, they are also a Hi-Vis green in color for better recognition. Purchasing the new radios will give us another 10 -15 years of service, save us money to repair old radios and allow us to use the old useable radios as call back and spares when need, without having to overstock the new radios.

Being a member of the 911 advisory board since July of 2004, I have been involved with the transition for interoperable communications from the conception. Prior to the decision to the purchase of these Motorola radios we took time to do an analysis of need, for us and the county. The 911 board put together a committee this year to see if there were better options for our future and it still came back that Motorola is the vendor of choice to meet all specifications mandated from the federal government for interoperable communications.

FINANCIAL ANALYSIS: I believe the purchase of new radios through the GO bond is perfect timing. We are starting to see a breakdown of the model we have. We will be able to purchase 20 radios coupled with the 6 already purchased to supply new radios to all on line personnel including chief officers. This allows us another 10 - 15 years of service life at no cost to the fire department or city budget.

DECISION POINT/RECOMMENDATION: To approve the purchasing of 20, Motorola APX 6000 7/800 MHz radios at a cost of \$98,076.80 through Motorola Solutions from the GO Bond funds.



Quote Number: QU0000417660

Effective: 04 OCT 2017

Effective To: 03 DEC 2017

Bill-To:

COEUR D'ALENE FIRE DEPT
300 FOSTER AVE
COEUR D'ALENE, ID 83814
United States

Attention:

Name: Jim Washko
Phone: (208)769-2340

Sales Contact:

Name: Steven Fontaine
Email: sfontaine@daywireless.com
Phone: 5094841400

Contract Number: NASPO ValuePoint
Freight terms: FOB Destination
Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	20	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	\$3,026.00	\$2,208.98	\$44,179.60
1a	20	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	\$515.00	\$375.95	\$7,519.00
1b	20	H885BK	ADD: 3 YEAR SERVICE FROM THE START LITE	\$90.00	\$90.00	\$1,800.00
1c	20	Q629AK	ENH: AES ENCRYPTION	\$475.00	\$346.75	\$6,935.00
1d	20	QA02756AA	ADD: 9600 TRUNKING OR 3600 DIGITAL TRUNKING	\$1,570.00	\$1,146.10	\$22,922.00
1e	20	QA01427AB	ALT: IMPACT GREEN HOUSING	\$25.00	\$18.25	\$365.00
1f	20	QA02006AA	ENH: APX6000XE RUGGED RADIO	\$800.00	\$584.00	\$11,680.00
1g	20	G996AU	ADD: PROGRAMMING OVER P25 (OTAP)	\$100.00	\$73.00	\$1,460.00
1h	20	H38BT	ADD: SMARTZONE OPERATION	\$1,200.00	\$876.00	\$17,520.00
1i	20	Q361AR	ADD: P25 9600 BAUD TRUNKING	\$300.00	\$219.00	\$4,380.00
2	20	NNTN8930A	BATTERY PACK,LITHIUM ION,BATT IMPRES 2 LIION TIA4950 R IP68 2650T	\$155.00	\$113.15	\$2,263.00
3	20	PMMN4106B	AUDIO ACCESSORY-AUDIO ADAPTER,APX XE500 REMOTE	\$550.00	\$401.50	\$8,030.00
4	20	NNTN8860A	SPEAKER MIC, HIGH IMPACT GREEN CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	\$150.00	\$109.50	\$2,190.00

Total Quote in USD

\$131,243.60

PO Issued to Motorola Solutions Inc. must:

- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
- >Have a PO Number/Contract Number & Date
- >Identify "Motorola Solutions Inc." as the Vendor
- >Have Payment Terms or Contract Number
- >Be issued in the Legal Entity's Name
- >Include a Bill-To Address with a Contact Name and Phone Number
- >Include a Ship-To Address with a Contact Name and Phone Number
- >Include an Ultimate Address (only if different than the Ship-To)
- >Be Greater than or Equal to the Value of the Order
- >Be in a Non-Editable Format
- >Identify Tax Exemption Status (where applicable)



CITY OF COEUR D'ALENE

FINANCE DEPARTMENT

CITY HALL, 710 E. MULLAN
COEUR D'ALENE, IDAHO 83816-3964
208/769-2233 – FAX 208/769-2334

PRICE REASONABLENESS ANALYSIS AND DOCUMENTATION FOR PROCUREMENT OF SERVICES OR PERSONAL PROPERTY

To: Finance Department
From: Jim Washko, Deputy Chief
Date: 10-13-2017

Background. These price reasonableness procedures apply to the procurement of services and personal property over \$25,000 including vehicles. By Idaho statute, unless the purchase meets a stipulated exception, formal bidding is required for items over \$50,000. Purchases between \$25,000 and \$50,000 are normally made by obtaining 3 competitive quotes. In some cases, a sole source justification can be presented to document the purchaser's rational why obtaining 3 quotes was not possible.

Required Action. For all purchases between \$25,000 and \$50,000 this form will be used to document price reasonableness. This form shall be submitted with payment invoicing. To document price reasonableness, this form shall also accompany invoicing for any purchase over \$50,000 when price was not obtained through competitive bidding (e.g., sole source justification, purchase off of a state, federal or another agency open procurement).

PRICE REASONABLENESS DETERMINATION

Item Description: Motorola APX6000 7/800 Model 2.5 Portable Radios

In Financial Plan? **Yes GO Bond 2015**

Budget Amount in Financial Plan \$100,000.00
Purchase (invoice) Amount: \$ 98,076.80

Competitive Quotes Obtained? If so:

Proposed Vendor's Price:	\$ 98,076.80	Vendor Name: Motorola Solutions
2 nd Vendor Price	\$131,243.60	Vendor Name: Day Wireless
3 rd Vendor Price	\$No Quote	Vendor Name: Intermountain Comms

For used vehicles, document Kelly Blue Book value (see www.kbb.com): \$ _____

If Competitive Quotes Not Obtained, Provide Price Reasonableness Analysis:



Bill-To
Coeur D'Alene Fire Department

Ultimate Destination
Coeur D'Alene Fire Department

Customer Contact: Lee Holbrook
Email: lholbrook@cdaid.org
Phone: 208-769-2340

Sales Contact: Collin Wetzel
Email: collin.wetzel1@motorolasolutions.com
Phone: 312-256-3260

Contract: Promotional Discount
Freight terms: FOB Destination
Payment terms: Net 30 Due

Quote Date: 6/1/17

Line	Quantity	Model Number	Description	List Price \$	Contract Price \$	Extended \$
1	20	H98UCF9PW6BN	APX6000 7/800 MODEL 2.5 PORTABLE	\$2,938.00	\$1,997.84	\$39,956.80
1a	20	QA02006AA	ENH: APX6000XE RUGGED RADIO	\$800.00	\$544.00	\$10,880.00
1b	20	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	\$515.00	\$350.20	\$7,004.00
1c	20	H38BT	ADD: SMARTZONE OPERATION	\$1,200.00	\$816.00	\$16,320.00
1d	20	Q361AR	ADD: P25 9600 BAUD TRUNKING	\$300.00	\$204.00	\$4,080.00
1e	20	QA01648AA	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY	\$5.00	\$3.40	\$68.00
1g	20	Q629AK	ENH: AES ENCRYPTION	\$475.00	\$323.00	\$6,460.00
1i	20	QA01427		\$25.00	\$17.00	\$340.00
1j	20	H885BK	ADD: 3 YEAR SERVICE FROM THE START LITE	\$84.00	\$84.00	\$1,680.00
2	20	NNTN8930A	BATT IMPRES 2 LIION TIA4950 R IP68 2650T	\$155.00	\$105.40	\$2,108.00
3	20	PMMN4106A	AUDIO ACCESSORY-AUDIO ADAPTER,NEXT GEN FIRE RSM MODEL 1	\$550.00	\$374.00	\$7,480.00
4	20	WPLN7080A	CHR IMP SUC EXT US/NA/CA/LA	\$125.00	\$85.00	\$1,700.00
					Total	\$98,076.80

THIS QUOTE IS BASED ON THE FOLLOWING:

1 This quotation is provided to you for information purposes only and is not intended to be an offer or a binding proposal. If you wish to purchase the quoted products, Motorola Solutions, Inc. ("Motorola") will be pleased to provide you with our standard terms and conditions of sale (which will include the capitalized provisions below), or alternatively, receive your purchase order which will be acknowledged.

Thank you for your consideration of Motorola products.

2 Quotes are exclusive of all installation and programming charges (unless expressly stated) and all applicable taxes.

3 Purchaser will be responsible for shipping costs, which will be added to the invoice.

4 Prices quoted are valid for thirty(30) days from the date of this quote.

5 Unless otherwise stated, payment will be due within thirty days after invoice. Invoicing will occur concurrently with shipping.

MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MOTOROLA'S TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.



City of Coeur d'Alene - Leaf Fest Begins Nov. 13th

Monday, November 13th, marks the start of the CITY OF COEUR D ALENE annual leaf pick-up program. Please be sure to keep leaves on your property until November 1, 2017. Please rake your leaves and pine needles about one foot away from the gutter/curb line to allow for water drainage. City crews and equipment are limited, so we need your help. Leaves will be picked up only once. Please do not put leaves in the street after city crews have completed your area and do not include bagged leaves, branches, debris, or trash.

Due to weather conditions, equipment, and unforeseen circumstances, City crews are unable provide a precise schedule of where leaf pick-up will take place. Pick-up will start south of Sherman Avenue and move north. Completion is expected by Friday, December 1ST, 2017.

Leaf-fest 2017 Tips

Do:

- Have your leaves out by November 1st
- Please move cars off of the street if at all possible during leaf pick-up
- Keep the leaves about one foot off the curb line to facilitate storm water flow
- Be alert for leaf pick-up equipment traveling through your neighborhood
- Keep a safe distance away from leaf pick-up heavy equipment
- Recognize that we have a tough job to do in a very short window between when the leaves fall and when the snow flies
- Understand that city and private trucks are exempted from covering loads during the leaf pick-up period. Sweepers will follow city trucks to collect remaining/excess leaves

Do NOT:

- Place bagged leaves in street.
- Mix branches, rubble or other refuse in with the leaves.
- Miss the deadline... we only have time for one pass!

If you have questions or need additional information please check the website www.cdavid.org/leafpickup or call the Street Maintenance Information line 208.769.2233.

Date: October 17, 2017

From: Melissa Tosi; Human Resources Director

Re: Classification Implementation from BDPA Study

Decision Point: Council approval is requested to proceed in adopting the new classifications based on the BDPA study and recommendations for positions that fall under the Lake City Employees Association (LCEA), unrepresented positions and FLSA exempt positions. This approval will exclude classifications for the positions represented by the police association, fire union or other separate collective bargaining agreement. This approval would specifically adopt the job descriptions and confirm the pay grades listed on the job descriptions that were approved at the October 5, 2017 council workshop with BDPA.

History: Last Fall, BDPA began the classification review part of the study as approved by Council. Employees were asked to complete position description questionnaires (PDQ's) and supervisors were asked to review the content. The consultants came to Coeur d'Alene and spent a couple of days meeting with at least one employee representative from each class. BDPA then developed the draft classification descriptions which were sent for review to both the employees and supervisors. The class specifications for City positions describe the essential functions of each job as well as the qualifications needed to perform the job.

Notice to adopt the classifications was posted for all employees to review with no concerns from the positions recommended for approval. The excluded positions that fall under the police association, fire union or other separate collective bargaining agreement will be discussed during the negotiation process in 2018.

Financial Analysis: The overall cost of \$59,155 to implement the positions affected for upward movement was approved at the October 5, 2017 council workshop with BDPA. There are no additional hard costs to approve the updated classifications.

Performance Analysis: Approving the updated classifications would provide up-to-date class specifications for the essential functions of each job as well as the qualifications needed to perform the job.

Recommendation: Council approval is requested to proceed in adopting the new classifications based on the BDPA study and recommendations for positions that fall under the Lake City Employees Association (LCEA), unrepresented positions and FLSA exempt positions.

ANNOUNCEMENTS

Memo to Council

DATE: October 30, 2017

RE: Appointments to Boards/Commissions/Committees

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

TERESA RUNGE Arts Commission

A copy of the data sheet has been placed by your mailboxes

Sincerely,

Amy Ferguson
Executive Assistant

cc: Renata McLeod, Municipal Services Director
 Amy Ferguson, Arts Commission Staff Support

OTHER BUSINESS

CITY COUNCIL
STAFF REPORT

DATE: October 18, 2017

FROM: Lee White, Chief of Police

SUBJECT: Request to Apply for the “STOP Violence Against Women” (STOP) Grant and Victim of Crime Act (VOCA) Grant

Decision Point: The Police Department requests authorization to apply for the STOP grant and VOCA grant for two Victim Advocate positions.

History: As discussed in the strategic planning session this year and in previous year’s budget discussions, the Coeur d’Alene Police Department has a great need for a victim advocacy program. Through funding provided by the STOP grant and the VOCA grant, the City has an opportunity to provide timely and appropriate victim services by creating two victim advocate positions.

In 2016, the Coeur d’Alene Police Department responded to 904 calls for service that were coded as a domestic violence call for service. Although our department does a great job of investigating these crimes, many of the victims involved in these cases may not receive adequate attention. Under our current system, a crime victim must be referred to a community-based victim advocacy program by the responding officers and/or the prosecutor’s office. Getting started in this process can be difficult for someone who has just been through a traumatic event and often, especially if the perpetrator is not immediately arrested, the victim does not follow through with seeking a protection order or receiving services. Additionally, there is often a substantial gap in time from the initial call to the beginning of the judicial process or participation in community-based advocacy. This new program seeks to change that by providing adequate, timely, and appropriate victim services to victims of domestic violence and sexual assault cases.

Depending on the parameters of the grant(s), the services provided by the victim advocate would be primarily geared towards working with victims of domestic violence- related cases, sexual assaults, and child abuse cases. The advocate will work cooperatively with patrol officers, detectives, Safe Passage, CASA, and the prosecutor’s office to help the victim work through their case. Our program will allow advocates to respond to a scene or conduct home visits to provide immediate crisis intervention, conduct lethality assessments, and provide support to victims. There are also victims of many other crimes that may be served by this group including, but not limited to, elder abuse/neglect, robbery, assault, battery, bullying, hate crimes, teen dating victimization, and surviving family members of homicide victims. The advocates will also provide training to members of our department and community groups.

Timelines for grant solicitations are often short. The purpose of this staff report is to gain Council's approval to apply for both of these grants within the timeframe allowed by the specific grant. If we are successful in either of our applications, the Police Department will return to Council for approval to accept the grant(s).

Financial Analysis: These grants typically require a 25% match by the requesting agency. The STOP grant is geared primarily towards personnel and training costs, however the VOCA grant may have funds available to pay for other aspects of the program such as supplies and equipment. This position has been recommended by HR to be set at pay grade 10, if approved.

If the Coeur d'Alene Police Department is awarded any amount, the department will seek Council approval prior to accepting the award.

Decision Point: The Police Department requests approval to apply for the STOP grant and VOCA grant for two Victim Advocate positions and related supplies and equipment.

CITY COUNCIL
STAFF REPORT

DATE: October 16, 2017

FROM: Lee White, Chief of Police

SUBJECT: Memorandum of Agreement Regarding Peace Officer Authority

Decision Point: The Police Department requests permission to enter into a memorandum of agreement with Kootenai, Boundary, Bonner, and Shoshone counties that would allow members of the Coeur d'Alene Police Department to perform their duties in those jurisdictions under specific, narrow circumstances.

History: According to Idaho code, Coeur d'Alene Police Officers have jurisdiction within the City of Coeur d'Alene and limited authority outside our city limits. While this is not an issue for day-to-day patrol activities, it can be problematic when attempting to conduct follow-up investigations on open cases. The restrictions of code create an unfair burden on outside jurisdictions when our detectives investigate cases in those agencies, it creates issues with qualified immunity, and arrests, evidence, and testimony gathered by the detectives outside our city may be called into question at trial.

The City has a current agreement with Kootenai County that was signed in 2013. This request is to update that agreement and enter into a similar agreement with Bonner, Boundary, and Shoshone counties.

Idaho code 67-2337, extraterritorial authority of peace officers, reads:

- (1) As used in this section, "peace officer" shall mean a certified full-time paid employee of a police or law enforcement agency whose duties include and primarily consist of the prevention, investigation and detection of crime, and the enforcement of penal, traffic, or highway laws of this state or any political subdivision.
- (2) All authority that applies to peace officers when performing their assigned functions and duties within the territorial limits of the respective city or political subdivisions, where they are employed, shall apply to them outside such territorial limits to the same degree and extent only when any one (1) of the following conditions exist:
 - (a) A request for law enforcement assistance is made by a law enforcement agency of said jurisdiction.
 - (b) The peace officer possesses probable cause to believe a crime is occurring involving a felony or an immediate threat of serious bodily injury or death to any person.
 - (c) When a peace officer is in fresh pursuit as defined in and pursuant to chapter 7, title 19, Idaho Code.

(3) Subsection (2) of this section shall not imply that peace officers may routinely perform their law enforcement duties outside their jurisdiction in the course and scope of their employment.

(4) Cities or political subdivisions may enter into mutual assistance compacts with other cities or political subdivisions of this state or of states immediately adjacent. In the case of a mutual assistance compact between cities or political subdivisions, the original, employing agency shall be responsible for any liability arising from the acts of its employees participating in such compact. Any mutual assistance compact between a city or political subdivision of this state with a city or political subdivision of any other state shall include a written statement of assumption of liability consistent with the requirements of this section.

(5) Circumstances surrounding any actual exercise of peace officer authority outside the territorial limits of the city, county, or political subdivision of their employment shall be reported, as soon as safety conditions allow, to the law enforcement agency having jurisdiction where the authority granted herein is exercised and the officer shall relinquish authority and control over any event to the authority having jurisdiction.

(6) The state of Idaho and its agencies or departments shall not be liable for the acts of police officers, other than its own employees, commissioned by the director of the Idaho state police, for acts done under a mutual assistance compact created under this section.

Financial Analysis: This agreement does not have a financial impact on the City.

Performance Analysis: Agreements such as those proposed by this report will assist in our efforts to investigate crimes that originated within our city limits. Therefore, the Police Department requests permission to enter into a memorandum of agreement with Kootenai, Boundary, Bonner, and Shoshone counties that would allow members of the Coeur d'Alene Police Department to perform their duties in those jurisdictions in some circumstances.

RESOLUTION NO. 17-068

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING MEMORANDA OF AGREEMENTS WITH KOOTENAI, BOUNDARY, BONNER, AND SHOSHONE COUNTIES REGARDING PEACE OFFICER AUTHORITY.

WHEREAS, the Police Chief of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into Memoranda of Agreements with Kootenai, Boundary, Bonner, and Shoshone Counties, pursuant to terms and conditions set forth in the agreements attached hereto as Exhibit "A" and by reference made a part hereof; 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;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into Memoranda of Agreements, in substantially the forms attached hereto as Exhibit "A" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements to the extent the substantive provisions of the agreements remain intact.

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

DATED this 7th day of November, 2017.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER ENGLISH Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

_____ was absent. Motion _____.

MEMORANDUM OF AGREEMENT

CITY OF COEUR D'ALENE – BONNER COUNTY SHERIFF'S OFFICE

PURSUANT TO I.C. SECTION 67-2337

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

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

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

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

4. STANDARDS OF CONDUCT

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

5. LIABILITY

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

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

6. AMENDMENT, DURATION AND TERMINATION OF AGREEMENT

This Memorandum of Agreement may be amended by written agreement of both parties. The term of this agreement shall begin on the approval of all required parties under the statue, and shall continue until the first day of January, 2018. Thereafter, said agreement shall automatically renew on the first day of January, 2018 and the first day of January of each and every year unless notice is given in writing by one of the parties hereto to the other party of intention not to renew, at least thirty days prior to expiration.

DATED this ____ day of November, 2017

DATED this 7th day of November, 2017

BONNER COUNTY BOARD OF COMMISSIONERS

CITY OF COEUR D'ALENE

Glen Bailey, Commissioner

Steve Widmyer, Mayor

Jeff Connolly, Commissioner

Renata McLeod, City Clerk

Dan McDonald, Commissioner

Lee White, Chief of Police

Daryl Wheeler, Sheriff

BY: _____
Deputy Clerk

MEMORANDUM OF AGREEMENT

CITY OF COEUR D'ALENE – BOUNDARY COUNTY SHERIFF'S OFFICE

PURSUANT TO I.C. SECTION 67-2337

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

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

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

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

4. STANDARDS OF CONDUCT

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

5. LIABILITY

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

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

6. AMENDMENT, DURATION AND TERMINATION OF AGREEMENT

This Memorandum of Agreement may be amended by written agreement of both parties. The term of this agreement shall begin on the approval of all required parties under the statute, and shall continue until the first day of January, 2018. Thereafter, said agreement shall automatically renew on the first day of January, 2018 and the first day of January of each and every year unless notice is given in writing by one of the parties hereto to the other party of intention not to renew, at least thirty days prior to expiration.

DATED this ___ day of November, 2017

DATED this 7th day of November, 2017

BOUNDARY COUNTY BOARD OF COMMISSIONERS

CITY OF COEUR D'ALENE

LeAlan Pinkerton, Commissioner

Steve Widmyer, Mayor

Walt Kirby, Commissioner

Renata McLeod, City Clerk

Dan Dinning, Commissioner

Lee White, Chief of Police

Daveid Kramer, Sheriff

BY: _____
Deputy Clerk

MEMORANDUM OF AGREEMENT

CITY OF COEUR D'ALENE – KOOTENAI COUNTY SHERIFF'S OFFICE

PURSUANT TO I.C. SECTION 67-2337

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

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

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

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

4. STANDARDS OF CONDUCT

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

5. LIABILITY

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

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

6. AMENDMENT, DURATION AND TERMINATION OF AGREEMENT

This Memorandum of Agreement may be amended by written agreement of both parties. The term of this agreement shall begin on the approval of all required parties under the statue, and shall continue until the first day of January, 2018. Thereafter, said agreement shall automatically renew on the first day of January, 2018 and the first day of January of each and every year unless notice is given in writing by one of the parties hereto to the other party of intention not to renew, at least thirty days prior to expiration.

DATED this ___ day of November, 2017

DATED this 7th day of November, 2017

KOOTENAI COUNTY BOARD OF COMMISSIONERS

CITY OF COEUR D’ALENE

Bob Bingham, Commissioner

Steve Widmyer, Mayor

Chris Fillios, Commissioner

Renata McLeod, City Clerk

Marc Eberlein, Commissioner

Lee White, Chief of Police

Ben Wolfinger, Sheriff

BY: _____
Deputy Clerk

MEMORANDUM OF AGREEMENT

CITY OF COEUR D'ALENE – SHOSHONE COUNTY SHERIFF'S OFFICE

PURSUANT TO I.C. SECTION 67-2337

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

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

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

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

4. STANDARDS OF CONDUCT

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

5. LIABILITY

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

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

6. AMENDMENT, DURATION AND TERMINATION OF AGREEMENT

This Memorandum of Agreement may be amended by written agreement of both parties. The term of this agreement shall begin on the approval of all required parties under the statue, and shall continue until the first day of January, 2018. Thereafter, said agreement shall automatically renew on the first day of January, 2018 and the first day of January of each and every year unless notice is given in writing by one of the parties hereto to the other party of intention not to renew, at least thirty days prior to expiration.

DATED this ____ day of November, 2017

DATED this 7th day of November, 2017

SHOSHONE COUNTY BOARD OF COMMISSIONERS

CITY OF COEUR D'ALENE

Mike Fitzgerald, Commissioner

Steve Widmyer, Mayor

Jay Huber, Commissioner

Renata McLeod, City Clerk

John Hansen, Comissioner

Lee White, Chief of Police

Mike Gunderson, Sheriff

BY: _____
Deputy Clerk

Staff Report

Date: November 7, 2017
From: Troy Tymesen, Finance Director
Subject: Fiscal 2017-2018 Public Transit Funding Agreement

Decision Point:

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

History:

The 2000 census designated the cities of Coeur d'Alene, Post Falls, Hayden, Huetter and Dalton Gardens, as an urbanized area within Kootenai County. The Kootenai County Transit System encompasses Citylink Fixed Route service, Kootenai Health - Transportation/Paratransit service, and Kootenai County - Citylink Paratransit (currently operated by MV Transportation). Transit Service in the urban area is a cooperative effort between Kootenai County, the Coeur d'Alene Tribe, Kootenai Health, the Cities of Hayden, Dalton Gardens, Coeur d'Alene, Huetter, and Post Falls, Kootenai Metropolitan Planning Organization, and Post Falls Highway District. The Federal Transit Administration considers this cooperative transit operation quite unique compared to other transit agencies across the country. The legislative board for the transit system is the Kootenai County Board of Commissioners. All public transit service is provided free to the public thanks to the generous funding partners. This agreement is for fiscal year 2017-18, October 1, 2017 through September 30, 2018. The City Council approved this agreement last year.

Financial Analysis:

The City is being asked to fund \$58,983, an increase of \$15,000 over last year. The reason for the proposed increase is to add service on Saturday from 9:00 am to 4:00 PM. The proposed expenditure is included in the current financial plan, General Ledger # 001-020-4322-4810. The City's portion is based on its population within the urbanized area. This money is being used as a match for funds from the Federal Transit Administration (FTA) funds. Funding covers operations, maintenance, vehicle procurements, and administration of the system.

Performance Analysis:

The funding of the requested \$58,983.00 is less than 3.0% of the total public transportation budget. The City also provides the service of the Specialized Needs Recreation Van that was acquired with grant funds.

Quality of Life Analysis:

The Citylink fixed route service provides 3 routes within the urbanized area and facilitated over 132,000 passenger trips last year. Citylink also provides fixed route and paratransit service in the rural southern part of the county rural. Kootenai Health provides paratransit service for medical trips. Kootenai County contracts a private transit service contractor to provide service under the Americans with Disabilities Act (ADA). This service provides door to door service for qualified disabled individuals, service start-up was August of 2011.

Decision Point:

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



KOOTENAI COUNTY

TRANSIT SYSTEM

13 October 2017

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

Subject: Public Transportation Update and FY18 Funding Agreement

Dear Mayor Widmyer:

The enclosed transit funding agreement between the City of Coeur d'Alene and Kootenai County is for FY2018 that runs from 1 October 2017 through 30 September 2018. Please sign and return two (2) signed original agreements in the enclosed envelope.

As a transit system we are keenly aware that it is our fiduciary responsibility to serve people in our community in the most efficient and effective way possible. Over the past three (3) years, we have actively sought to gather input and build relationships within the community to further advance public transportation. We have spent many days riding the buses to understand the needs of individuals who use public transportation, as well as holding countless meetings with key stakeholders who represent individuals who are transportation challenged.

We have met face-to-face with representatives from Kootenai Health, Panhandle Health, Coordinated Services of Idaho, Post Falls Food Bank, Post Falls Senior Center, KROC Center, Project Search, Kootenai County Veteran's Services, TESH, Mountain States Head Start, Heritage Health, Family Promise, Harmony House, Ability Works, Union Gospel Mission, and many others. In addition, we have sought input from local government agencies and many community-based organizations who support public transportation.

We have actively sought to create opportunities for public involvement, participation, and consultation throughout the public transportation planning process. Through all of our efforts, we have implemented a public transportation network design that we believe is the basis for a service that can meet the transportation needs of those we serve.

We are excited about completing the implementation of our Intelligent Transportation System (ITS)—and moving forward on the architecture, engineering design, and construction of the Riverstone Transit Center.

Federal transit law requires that programs such as Kootenai County's Ring-A-Ride program be included in a locally developed, coordinated, human services transportation plan. A final draft of our Coordinated Public Transit Human Services plan will be posted for public review in November 2017. The development of the plan included participation by seniors and individuals with disabilities; representatives of public, private, and nonprofit transportation; human services providers and other members of the public. Our coordinated plan identifies the transportation needs of individuals with disabilities, older adults, and people with low incomes. We will be looking forward to receiving input from the City of Coeur d'Alene.

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

Sincerely yours,



Jody Bieze, Director
Kootenai County
Grants Management/Public Transportation Office

cc: Jim Hammond, City Administrator
Renata McLeod, City Clerk

Enclosure: Public Transportation Funding Agreement

RESOLUTION NO. 17-069

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A PUBLIC TRANSPORTATION LETTER OF AGREEMENT WITH KOOTENAI COUNTY FOR THE TERM OF OCTOBER 1, 2017, THROUGH SEPTEMBER 30, 2018, AND TO PROVIDE FUNDING AS MATCHING FUNDS IN THE AMOUNT OF FIFTY-EIGHT THOUSAND NINE HUNDRED EIGHTY-THREE AND NO/100 DOLLARS (\$58,983.00).

WHEREAS, the Finance Director for the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a Public Transportation Letter of Agreement with Kootenai County and provide funding as matching funds, pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "A" and by reference made a part hereof; 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 agreement;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a Public Transportation Letter of Agreement with Kootenai County, in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference, and provide funding in accordance with the Letter of Agreement, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 7th day of November, 2017.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER ENGLISH Voted _____

_____ was absent. Motion _____.

PUBLIC TRANSPORTATION LETTER OF AGREEMENT

THIS AGREEMENT is entered into between the county of Kootenai, hereinafter “COUNTY” and the City of Coeur d’Alene, hereinafter “CITY”, and shall be effective on 1 October 2017 after all parties have affixed their signatures to this Agreement.

WHEREAS, the Urbanized Area Formula Funding program (49 U.S.C. 5307) makes federal resources available to Kootenai County;

WHEREAS, federal funds under a Federal Transit Administration (FTA) grant are available to provide public transportation services; and

WHEREAS, the COUNTY is a direct recipient of Federal Transit Administration (FTA) 5307 funds; and

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

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

NOW THEREFORE, It is agreed as follows:

1. The COUNTY is the legal authority to receive and dispense federal funds for planning, engineering, design and evaluation of transit projects and other technical transportation- related studies; capital investments in bus and bus-related activities such as replacement, overhaul and rebuilding of buses, crime prevention and security equipment and construction of maintenance and passenger facilities; and capital investments in rolling stock, overhaul and rebuilding of vehicles, communications, and computer hardware and software. In addition, the COUNTY may receive and dispense federal funds for associated transit improvements, certain expenses associated with mobility management programs, all preventive maintenance, and some Americans with Disabilities Act complementary paratransit service costs.
2. The CITY agrees to provide funding in the amount of \$58,983 (Fifty Eight Thousand, Nine Hundred and Eighty-Three Dollars) as part of the match that is required for USDOT/FTA grants for the fiscal year beginning on 1 October, 2017 and ending on 30 September 2018. The CITY further agrees to provide one-half of said funding on or before the 28th day of February 2018, with the balance due no later than the 31st day of July 2018.

Kootenai County Public Transportation

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

Marc Eberlein, Chairman
Kootenai County Commissioners

Date

ATTEST:

Jim Brannon, County Clerk

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

Date

ATTEST:

Renata McLeod, City Clerk