



*City of Kootenai*  
**COUNCIL MEETING MINUTES**

**DATE:** January 7, 2020

**TIME:** 6:30 p.m.

**Mayor Lewis brought the meeting to order at 6:30 p.m.**

**Roll Call:** Councilman Sundquist – AYE, Councilman Macha - AYE, Councilman Schock – AYE, and Councilwoman Bauer – AYE.

**Staff Present:** City Clerk, Ronda L. Whittaker, City Planner, Clare Marley, City Engineer, Ryan Luttmann and City Attorney Stephen Snedden.

**Others Present:** Maggie Mjelde, City Resident, Sandra Furlini, City Resident, Deanna James City Resident, Attorney Bret Featherston, representing Bonner County Historical Society, Ruth Wimberly, representing Bonner County Historical Society and Olivia Luther, representing Bonner County Historical Society.

**Amendments to the Agenda** – None were proposed.

**Public Comment** – None was received.

**Announcements** – None were given.

**1. Consent Agenda:**

Mayor Lewis asked Council if they had received and read the items on the consent agenda and asked if there were any corrections needed within the Consent Agenda. **Councilwoman Bauer made a motion to approve the consent agenda, 2<sup>nd</sup> by Councilman Schock; roll call vote:**

**Councilman Sundquist – AYE  
Councilwoman Bauer – AYE**

**Councilman Macha – AYE  
Councilman Schock – AYE**

**2. Swearing in of newly elected officers** – Ronda swore in Nancy Lewis, Mayor Lewis proceeded to present her proclamation to Councilman Macha, Council thanked him for his long-standing commitment to the City. James stated that it had been a pleasure working with the City and that it has been a learning experience. Ronda proceeded to swear in Margarete Mjelde and Daniel Schock. She presented each with a Certificate of Election.

**3. Proclamation** – As stated above

**4. Presentation** – Bonner County Museum Board to discuss exploring joint use with the City of the commercial property South of Highway 200 – Attorney Featherston advised Council that there had been some confusion as to what was required by the Bonner County Historical Society (BCHS) as far as the development of the property that had been deeded to the BCHS located within the commercial area South of Highway 200 some many years ago. He stated that his understanding was that there was an agreement somewhere that if the property was not developed by the BCHS it would go back to the City. Therefore the BCHS was proposing to deed the said property back to the City with a stipulation that the City develop a portion of the property with a City building (community hall/city hall) dedicating a portion of that building to house a non-manned museum and to allow for a trailhead for the Pend Oreille Bay Trail. Olivia Luther stated that the Board had previously meet with Council and there was an idea discussed about maybe building a City Hall at the property. She stated that she had sought approval with some of the people who were involved in the original deed and was told that a City Hall would be good,

but that they still wanted a stipulation. Councilwoman Bauer asked if the property was originally owned by the City. Olivia stated that it was not. She advised that it had once belonged to the North Idaho Timber and Trains Interpretive Center(NITTI) who had deeded the property to the BCHS with the said condition that if the property was not developed by the BCHS then it should go back to the City. Attorney Featherston said that the original Deed referred to an Agreement that was never signed or recorded with the Deed which had stated the stipulation that the property would go back to the City if the property was not developed by the BCHS. Mayor stated that the Agreement was never signed or recorded so why couldn't it be recorded now. Attorney Featherston stated that the Agreement was never signed and the NITTI was now non existent. Councilwoman Bauer stated that there was just not enough information to really be able to make a decision. Olivia stated that most of the original people involved were deceased. Maggie stated that she was involved when the original deed was formed. Mayor asked what if the City did not want to put a City Hall there. Olivia stated that that was just an idea and the conversation should be continued with maybe some other ideas. Mayor stated that she thought a community center would be good. Olivia stated that the people involved wanted to make sur that the property was not commercially developed. Mayor stated that maybe the conversation could be had at the upcoming workshop. Attorney Snedden stated that he had recalled the deed process and could not remember the Agreement. He recalled that Shawn Keogh was involved and he did speak to her, but that there was still a little confusion. Councilwoman Bauer expressed her concern that BCHS wanted to benefit from the City's development of the property and she did not feel comfortable taxing the citizens for something that would benefit the BCHS. She asked if BCHS could just build a small museum there. Attorney Featherston stated that there was discussion that the property had not been developed and was getting unsightly. Clare stated that maybe a coffee shop could be built there with some kind of partnership with BCHS. Councilwoman Bauer stated that there had been some discussion about the City needing a new City Hall but did not feel comfortable with it being at that location. Olivia reminded Council that this was just a beginning point. Attorney Featherston confirmed Olivia's statement. Mayor stated that a Visitor's Center could be considered with maybe a restaurant and a historical display. Clare asked if there would be some commitment from the BCHS to work on getting the funds to develop the property as they would be benefiting from the development of the property. Attorney Featherston stated once again that this was just the beginning stages. Councilman Sundquist inquired as to who did really own the property. Attorney Featherston stated that BCHS owned the property as it was deeded. Councilman Sundquist recalled that 18 or 20 years ago when the deed was entered into discussion with the City, the City was named equal recipient of the donation and that the BCHS and the City was awarded the property with the BCHS developing the property as a historical/museum. He stated that his understanding was that if the BCHS did not use the property, the property would in fact refer the ownership back to the City of Kootenai which would change things. He recalled that budget information related to the issue was discussed. He thought that the City owned the property and that the historical society would be stewards of the property. Councilwoman Mjelde confirmed that there was also a discussion at that time that there would also be a trail head there. Councilman Sundquist stated that he wanted to be clear of who really did own the property. Attorney Featherston confirmed that NITTI had deeded to property to the BCHS and that was all that was of record. Councilman Sundquist stated that there had to be more information related to the original intent. Attorney Featherston stated that BCHS did not have the funds to develop the property and wished to deed it back to the City and there was not definite time determined. He added that the BCHS wanted to honor the intent of the donation. Councilman Sundquist stated that he did not want a tax bill to land on the City if the property was deeded back to the City. Attorney Featherston stated that the only way that could be remedied would be to order a title report, but that the property had always been exempt from tax. Councilman Sundquist stated that all concerns needed to be discussed, He added that there are many ways to get funds for building something on the property. Clare asked if the City should be concerned that the property be contaminated as it had been a mill site in the past. Attorney Featherston stated that he

really did not have that information, but further information did indeed need to be collected. Olivia stated that this was just a beginning stage of how to develop the property. Ryan stated that seventeen years ago he was on the Historical Society Board and that there was some discussion that there was a timeline to develop the property and that access to the property was mentioned. He asked what the definition of an interpretive center; could it be a display behind a plex glass and a walking tour instead of building a covered facility. Attorney Featherston stated that there really was not a definition. Clare asked what they thought a trail head was. Attorney Featherston stated that there had been a discussion in the past about the property housing a trail head for the Pend Oreille Bay Trail. Clare asked if that would require restrooms, signage, etc. Councilman Sundquist asked to put parentheses around the "Pend Oreille Bay Trail" as it just was not part of a considered stipulation the trail may never get that far. He advised that the trail head should be visited at a later date. Attorney Featherston asked if the trail head would be a good thing for the City. Council agreed that it would be. Olivia stated that interpretive center was not well defined but the people she visited just stated that they would not want just a kiosk. Attorney Featherston stated that should the City want to discuss more to just reach out. Olivia stated that she would look into what information she had for more documentation related to the property.

## **5. Reports:**

### **5.A. Mayor: No Report Given.**

### **5.B. City Engineer: Written Report Summary – Attached. Specific topic was discussed:**

**5.B2 Resolution to provide Matching Funds for a TAP Grant** - Ryan stated that the final grant application not only required Mayor's signature but also required the City to adopt a resolution stating its intent to provide the matching funds of 7.34% of the grant total if the grant were to be awarded for the project. Councilwoman Bauer questioned if the City had the funds to match the grant. Ronda confirmed that yes, the City did have the funds as it had a future project budget line and that there were excess funds within the City's general fund to cover the match. There was discussion about the priority of the project. Councilwoman Bauer asked how wide the trail would be. Ryan stated that the path would be a ten-foot path. Councilwoman Bauer expressed her concern that Federal Funds would be used for a small path and that the City needed to focus on major projects needed within the City. Ryan stated that the grant was a Federal Grant that was specific to alternate transportation projects and could not be used for projects such as a main arterial within the City such as North Main Street. He stated that the proposed project was in accordance with the City's Mobility Plan and the City's Comprehensive plan to provide connectivity. He stated that the project would give a connection from the Ponder Point area and the Seven Sisters Development to the Sprague Sidewalk that was placed this last summer and would be a safe continued route to the school. He stated that he was in hopes that the proposed project would be conducted as part of the Highway 200 lane expansion and maybe the State would be able to do the design work which would save the City some costs. There were no further discussions. **Councilman Schock made a motion to adopt the Resolution to provide Matching Funds for a TAP Grant, 2<sup>nd</sup> by Councilman Sundquist; roll call vote:**

**Councilman Sundquist – AYE**  
**Councilwoman Bauer – NAY**

**Councilwoman Mjelde – AYE**  
**Councilman Schock – AYE**

### **5.C. City Planner: Written Report Summary – Attached – Specific topic was discussed:**

**5.C4 Addressing** – Clare reported that she and the City's Clerk had met with James Snyder the Bonner County GIS director and Clay Engle the GIS addressing technician. She advised that the County was working on updating its addressing ordinance and suggested that the City not move forward with any kind of an agreement until the County has completed and filed an addressing ordinance amendment. She also stated that the City should be provided the ability to

opt out of the County process within an agreement. Council agreed with her advisements.

**D. Selkirks-Pend d'Oreille Transit (SPOT)** – Mayor reported that the new bus was had to have a small repair but was now running smoothly.

**E. Clerk: Written Report Summary** – Attached – No further discussion.

**6. Discussion/Action Items –**

**6.1 Annual Road and Street Report – Authorization to publish** – Council reviewed the report. **Councilwoman Bauer made a motion to approve the Annual Road and Street Report and authorize the publication of the same, 2nd by Councilwoman Mjelde; roll call vote:**

**Councilman Sundquist – AYE**  
**Councilwoman Bauer– AYE**

**Councilwoman Mjelde – AYE**  
**Councilman Schock – AYE**

**6.2 Transfer of excess general funds to government pool** – Ronda stated that the City had excess funds within its general fund account resulting in a balance that would not be insured by the City's Bank and suggested that the City transfer funds into the Local Government Investment Pool (LGIP) account. She advised that the LGIP account was not a secured account, but that it did provide a much higher interest rate resulting in about \$600 per month in interest. Councilwoman Bauer was concerned that the LGIP account was not secured. Ronda explained that she had informed Council of this dilemma this last summer and had a representative from Idaho Central Credit Union speak to Council about the Union's ability to insure up to \$500,000 and the advantages of investing in CDs. She reminded Council that they were concerned about penalties for early withdrawals and losing interest funds therefore electing not to take advantage of the CD option. Therefore, she expressed her concern that there were excessive funds within the general account that could be transferred into the LGIP account that would draw a better interest rate. Council agreed that the City Treasure should do some additional research regarding investment options and maybe look into having a financial expert speak to Council. **Councilman Sundquist then made a motion to transfer \$100,000 from the City's general account to the City's LGIP account, 2<sup>nd</sup> by Councilman Schock; roll call vote:**

**Councilman Sundquist – AYE**  
**Councilwoman Bauer– NAY**

**Councilwoman Mjelde – AYE**  
**Councilman Schock – AYE**

**6.3 Shared Law Enforcement Contract with city of Sandpoint** – Councilwoman Bauer began the discussion with her concern that the City originally wanted law enforcement to enforce City Code and that the proposed agreement stated that code enforcement was excluded. She continued with her concern was that the City would be required to provide insurance covering losses resulting from general liability, personal injury and property loss. Councilwoman Bauer was also concerned that the city of Sandpoint would be receiving citation revenue with no portion going to the City. She reminded Council that the city of Sandpoint's City Administrator, Jennifer Stapleton had not really corresponded with the City and its concerns before the City received the proposed contract. She stated that the City citizens were already paying taxes for County services. Council discussed Councilwoman Bauer's concerns. It was agreed that the citation fees that would go to the Sandpoint Police Department would offset the costs for Court attendance if needed. Ronda stated that the city of Sandpoint had a special committee to enforce their city codes and unless the city of Kootenai had law officer employed by the City there is no surety that code enforcement could be conducted other than the procedures already in place within its Code. However, it was discussed that there may be times where the City may be able to have an officer attend to some issues. Attorney Snedden reminded Council that the City had ICRMP Insurance

that would take care of the insurance issue. Council discussed that the proposed agreement did include an indemnification clause indemnifying each city against claims that were caused by that city. Councilman Sundquist stated that he was happy with the proposed agreement. He reminded Council that this was an agreement that would be reviewed each year and if the City was not happy with the services provided there was a termination clause. He said that this shared service was something that the City has been working on for many years. There was discussion about contracting with the County Sheriff's Department. Mayor Lewis stated that she had spoken to Sheriff Wheeler and was told that their staff was stretched out too far to manage the City. She also reminded Council that the City had contracted with Bonner County in the past and they really did nothing more than they do now without a contract. Councilman Sundquist agreed and stated that the City use to get a monthly report but hadn't for several years. **Councilman Sundquist then made a motion to accept the proposed joint powers agreement for law enforcement services between the city of Sandpoint and the city of Kootenai and authorize Mayor to sign the same, 2<sup>nd</sup> by Councilman Schock; roll call vote:**

**Councilman Sundquist – AYE**  
**Councilwoman Bauer– NAY**

**Councilwoman Mjelde – AYE**  
**Councilman Schock – AYE**

**6.4 Free Dog Licenses in January** – Ronda asked Council if they would consider having free dog licenses in January a standing practice for the City. She stated that it would then not need to come to Council every year. Council agreed. **Councilman Sundquist made a motion to allow free dog licenses always in January, 2<sup>nd</sup> by Councilwoman Mjelde; roll call vote:**

**Councilman Sundquist – AYE**  
**Councilwoman Bauer– AYE**

**Councilwoman Mjelde – AYE**  
**Councilman Schock – AYE**

**6.5 Impact Fee for District Fire Services interests** – Ronda asked Council if there was any interest in further negotiations with Northside Fire District to implement impact fees. Council agreed that they had no further interest in pursuing the matter.

**6.6 Code Violation Fees Enforcement** – Councilman Sundquist asked if there were any way that code violation fees could be attached to property tax assessments. Ronda stated that she had had Attorney Snedden look into doing that and also had spoken to the County Assessor about it. She stated that both conclusions came to the fact that land use issues could not be attached to tax assessments. Ronda stated that the City did have a code enforcement fee process. Councilman Sundquist asked how those fees were collected. Ronda stated that in most cases when a property is in the process of being sold the title company reaches out to her with an assessment notice request asking if there are any fees associated with the property and if there were outstanding fees the title company collects them. She stated that she has been able to collect outstanding fees for all but one property so far. There was discussion about looking at lien processes. Ronda stated she would talk it over with the City's Attorney.

**7. Adjournment: Mayor Lewis adjourned the meeting at 8:45 p.m.**

Submitted by:  
Ronda L. Whittaker  
City Clerk

# CITY OF KOOTENAI

## SIGN-IN SHEET

<b>DATE:</b>	<b>January 7, 2020</b>
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<b>TIME:</b> 6:30 pm	
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## Council Meeting

[illegible]

# City of Kootenai

## Treasurer Report December 2019

Mtn West Business Checking	\$	173,776.90	
Mtn West Money Market Acct	\$	74,163.94	247,940.84 Bank Total
LGIP - Current thru 10/31/2019	\$	282,500.17	Pool Total
Total Cash Assets	\$	530,441.01	

### GENERAL FUND REVENUE

Name	Account	Amount	Sub-Totals
<b>01 - GF REV</b>			
Franchise Fees			
	Avista Corporation	-	
	Northland Cable Television	-	
	Waste Management	-	
Total Franchise Fees			-
Interest			
	Mtn West Money Market	9.75	
	Mtn West Checking	6.08	
	Interest, LGIP/October	521.81	
Total Interest			537.64
Licenses & Permits			
	Liquor License	525.00	
	Business License	400.00	
Total Licenses & Permits			925.00
Planning & Zoning Fees & Permit			
	Building Permits	100.00	
	Subdivision Fees	-	
Total Licenses & Permits			100.00
Property Tax			
	Arrears Property Tax	26.77	
	Penalty & Interest	3.48	
	Property Tax Current	1,137.95	
Total Property Tax			1,168.20
Rents			
	City Hall Rental	200.00	
	Post Office Rent	280.00	
Total Rents			480.00
State of Idaho Funds			
	State Liquor Fund	-	
	State Revenue Sharing	-	
Total State of Idaho Funds			-
<b>Total 01 - GF REV</b>		<b>3,210.84</b>	<b>3,210.84</b>

STREET FUND REVENUE			
Name	Account	Amount	Sub-Totals
<b>02 · SF REV</b>			
Idaho Transportation Dept			
	State Highway Users Fund	-	
	HB312	-	
Total Idaho Transportation Dept			-
Road & Bridge			
	Road & Bridge Arrears	22.55	
	Road & Bridge Current	1,013.27	
	Road & Bridge P & I	2.96	
Total Road & Bridge			1,038.78
Stormwater/Encroachment	Culvert Encroachment Permit	-	
Total Stormwater/Encroachment			-
Streets			
Utility Encroachment Permit		-	
Total Streets			-
	<b>Total 02 · SF REV</b>	<b>1,038.78</b>	<b>1,038.78</b>
	<b>Total Income</b>	<b>4,249.62</b>	<b>4,249.62</b>



**City of Kootenai**  
**Treasurer Report December 2019**

GENERAL FUND EXPENSES			
Name	Account	Amount	Sub-Totals
<b>10 • GF EXP</b>			
Accounting & Audit		0	
Total Accounting & Audit			0
City Web Site		-	-
Building Maintenance			
	Janitorial Service	60.00	
	Ice Melt	23.26	
	Snow Removal	25.00	
Total Building Maintenance			108.26
Law Enforcement		-	
	Ordinance Codificaiton/Annual	500.00	
Total Legal			500.00
Dues & Membership			
	Association of Idaho Cities	-	
	ICCTFOA District Membership	-	
Total Dues & Membership			-
Insurance			
	ICRMP	-	
Total Insurance			-
Office Expenses			
	Computer Maint/Repair	143.50	
	Mayor	28.83	
	Internet Service	75.18	
	Office Supplies	10.94	
	Postage	110.00	
Total Office Expenses			368.45
Park			
	Maintenance	-	
	Arbor Day	-	
Total Park, Arbor Day & Earth Day			-
Planning & Zoning			
	Building Permit	-	
	Code Enforcement	-	
	Ordinance Revisions/Comp Pln	-	
	Planner	-	
	Subdivision Fees/Site Review	-	
	Engineer	-	
	Subdivision Fees	-	
Total Planning & Zoning			-

**City of Kootenai**  
**Treasurer Report December 2019**

<b>GENERAL FUND EXPENSES Cont.</b>			
<b>Name</b>	<b>Account</b>	<b>Amount</b>	<b>Sub-Totals</b>
Training Workshops			
Mileage	ACI District Mtg	47.68	
Training Expenses		-	
Total Training Workshops			47.68
10 - GF EXP Cont.			
	Electric & Gas	168.90	
	Garbage	-	
	Water	16.50	
	Sewer	-	
Total Utilities			185.40
Wages & Benefits			
	Clerk/Treasurer	3,670.92	
	Council	500.00	
	Mayor	500.00	
	Payroll Taxes	357.32	
	Retirement Fund - PERSI	557.73	
	Workers Compensation	-	
	Health Insurance	702.42	
	Wages & Benefits - Other	(140.49)	
Total Wages & Benefits			6,147.90
	<b>Total 10 - GF EXP</b>	<b>7,357.69</b>	<b>7,357.69</b>

**City of Kootenai**  
**Treasurer Report December 2019**

<b>STREET FUND EXPENSES</b>			
<b>Name</b>	<b>Account</b>	<b>Amount</b>	<b>Sub-Totals</b>
<b>20 - SF EXP</b>			
Stormwater			
	Culvert Inspection	-	
Total Stormwater			-
Streets			
	Asphalt Striping	-	
	Street Engineer	-	
	Utility Encroachment Permit	-	
Total Streets			-
Transportation			
	Bike & Pedestrian/Walk/Bike SPOT	100.00	
		-	
Total Transportation			100.00
Utilities, Streets			
	Signal Lights	61.88	
	Street Lights	-	
Total Utilities, Streets			61.88
	<b>Total 20 - SF EXP</b>	<b>161.88</b>	<b>161.88</b>
6560-Payroll Expenses	Intuit	-	-
	<b>Total Expense</b>	<b>7,519.57</b>	<b>7,519.57</b>
	<b>Total Income</b>		<b>4,249.62</b>
<b>Net Income</b>			<b>-3,269.95</b>

# BONNER COUNTY HISTORICAL SOCIETY & MUSEUM

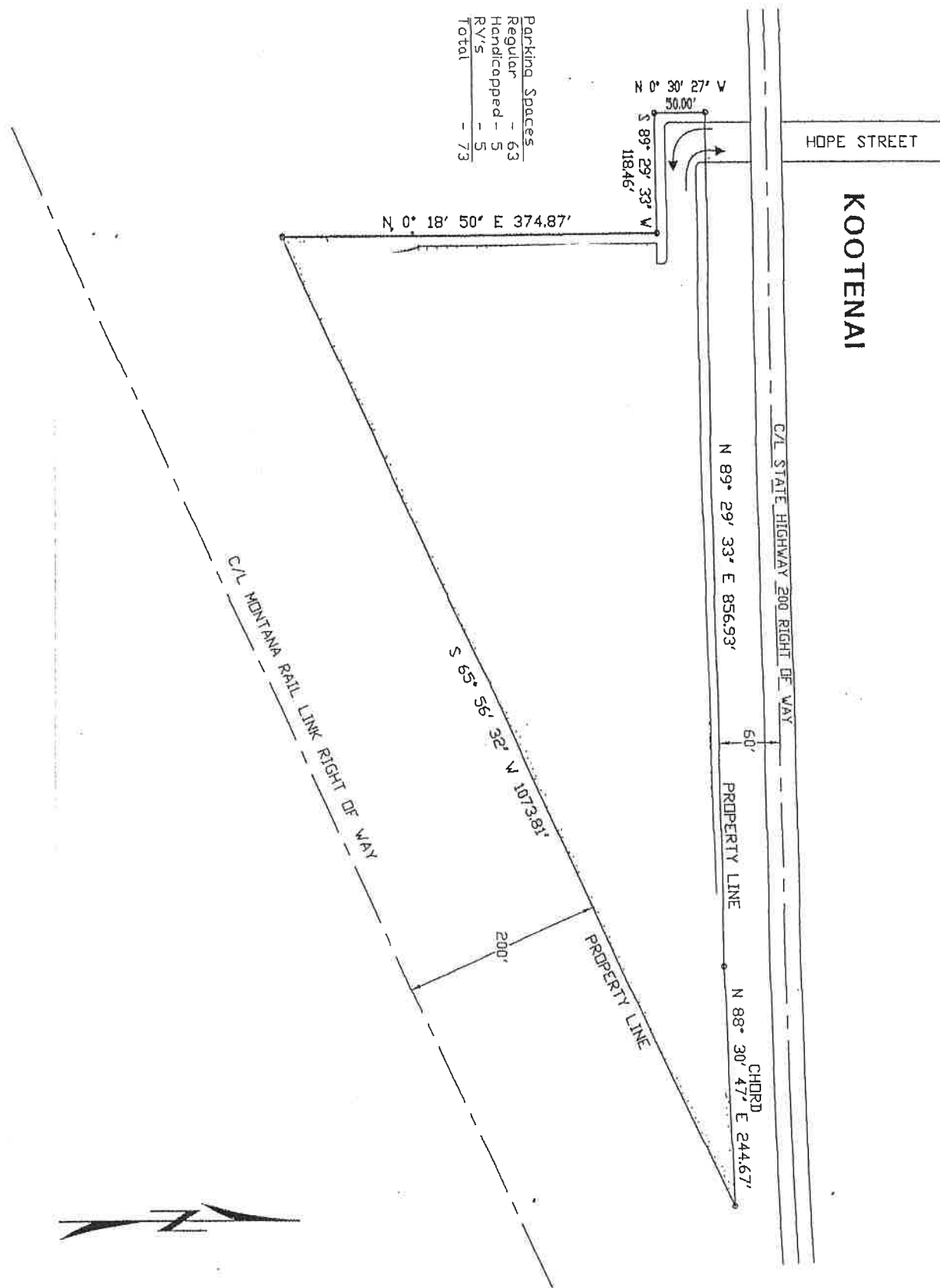
611 S. ELLA AVE., SANDPOINT, ID, 83864 \* 208.263.2344  
WWW.BONNERCOUNTYHISTORY.ORG \* INFO@BONNERCOUNTYHISTORY.ORG

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The Bonner County Historical Society (BCHS) received a 4.92-acre plot in Kootenai from John Vallega through the North Idaho Timber and Trains Interpretive Center, Inc. of Kootenai ID. The intent of this gift was that we would construct a place that would interpret the timber and railroad industry heritage of Bonner County. BCHS would gift the property given to us to the City of Kootenai, with the following stipulations:

1. The city would agree to build a city hall, with one room dedicated as a non-manned museum. This would be a 20 x 20 room with glass cases on the perimeter walls for a static exhibit. The exhibit to be supplied by the museum.
2. The city must agree to allow for a trailhead for the Pend Oreille Bay Trail on the property
3. The city would erect a small kiosk & kiosk panel holder (similar to the one at the Sandpoint Chamber of Commerce). The museum would supply the exhibit panels.
4. All construction costs are the responsibility of the city
5. They are free to use the remainder of the property as they see fit.

We have reviewed this proposal with original members of the North Idaho Timber and Train Interpretive Center, and they are in agreement with our proposal.



**CONCEPTUAL FUTURE MUSEUM SITE MAP**  
**BONNER COUNTY HISTORICAL SOCIETY**

CONCEPT BY R.F. HUTTER

SHEET 1 OF 1

DRAWN BY E.A. BUTLER 06/12/03  
 REVISED BY E.A. BUTLER 06/17/03

## MEMO

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**To: Mayor Lewis and Council Members**

**From: Ryan Luttmann, P.E., Contract City Engineer**

**Date: November 26, 2019**

**Re: January 2020 Council Report**

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### **TAP Grant Opportunity**

Comments from the ITD/LHTAC project review team were received on December 16, 2019 regarding the draft Transportation Alternatives Program (TAP) Grant Application to construct the Highway 200 trail extension between Main Street and the RRFB at Seven Sisters. I have requested a meeting with ITD to review some of the comments received and then I will work on completing the grant application in January. The final grant applications are due February 2, 2020 and will require a signature from the Mayor and a match commitment resolution by the City.

### **UATP Grant Opportunity**

Representatives from the Cities of Kootenai, Dover, Sandpoint, Ponderay and the Independent Highway District met on December 11, 2019 with LHTAC representatives to review the final items needed for the submittal of the Urban Area Transportation Plan Update. The City of Sandpoint Grants and Performance Management Administrator submitted the application during the week of December 25, 2019. The applications need to be received by LHTAC on or before January 6, 2020.

### **Main Street Maintenance and Repairs**

The roadway surface condition of Main Street between 2<sup>nd</sup> Avenue and the City/County boundary line continues to require asphalt patching and most of this portion of the roadway has exceeded its useful life. I have started discussions with staff at the Independent Highway District and the County regarding the needed improvements and I will begin exploring opportunities for a joint project, as all would benefit from an improved road surface. If an opportunity to utilize shared resources from each agency to grind the roadway, reshape and compact the material and then contract to pave the surface seems workable, then a MOU will likely be needed to move forward with the project.

### **Sprague Walkway Project**

December rain on snow events resulted in standing water on the property at 101 Sprague Street. The property has an existing underdrain that discharges under the new sidewalk installed along Sprague Street. The contractor who installed the sidewalk was notified of the drainage concern and he indicated that he plans to investigate a resolution as weather allows. The warranty period for the project is still in effect and the ponding water was not creating an emergency for the property owner at the time of my site visit.

RESOLUTION NO. 84

CITY OF KOOTENAI, IDAHO

**A RESOLUTION OF THE CITY OF KOOTENAI, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, REGARDING THE CITY COMMITMENT TO PROVIDE MATCHING FUNDS FOR A TRANSPORTATION ALTERNATIVES GRANT FOR 7.34% OF THE PROJECT COSTS.**


**WHEREAS**, the City of Kootenai has identified reserve funding for future capital improvement projects; and

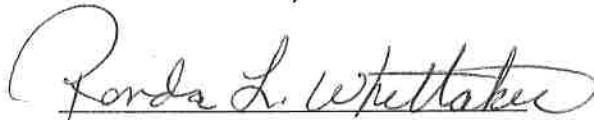
**WHEREAS**, the City Council has reviewed the merits of the city of Kootenai Bicycle and Pedestrian Master Plan that identified the project as a priority; and

**WHEREAS**, the Bicycle and Pedestrian Master Plan incorporated a community process that included stakeholder meetings, school observations, public meetings and community review,

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF KOOTENAI, IDAHO THAT:** the city of Kootenai is committing to match up to \$39,607 for the SH 200 to Railroad Avenue Path Project as local cash match for the Transportation Alternatives Grant for Fiscal Year 2022-2023 funding.

**PASSED** by the City Council and **APPROVED** by the Mayor this 7<sup>th</sup> day of January 2020.

  
City of Kootenai Mayor Nancy Lewis

  
Attest: Ronda L. Whittaker, City Clerk



**RUEN-YEAGER & ASSOCIATES, INC.**  
ENGINEERS ♦ PLANNERS ♦ SURVEYORS

**MEMO**

To: Kootenai City Council, Mayor and Clerk  
From: Clare Marley, AICP, City Contract Planner  
Date: December 31, 2019  
Re: **Planning summary for January 7, 2020 City Council meeting**

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**Building permit activity:** No new building permit applications were filed in the month of December. The City of Kootenai ended the year with a total of 23 building permit applications; the same number as 2018. In 2017, 37 building permits were issued.

**Land use application activity:** No new land use applications were filed in December. Staff met with landowners interested in a small commercial/residential project that would eventually come before the City Council, if it moves forward. The Northwinds 50-lot residential subdivision application has been withdrawn. The landowner and representative advised staff via email that they are refocusing the project on a smaller portion of the land north of the McGhee development. Future applications for a boundary line adjustment and housing permits are pending. The city has requested written notification of withdrawal be provided to the city clerk.

**Comprehensive Plan Update:** Planning staff will meet with City Council in a workshop setting January 15<sup>th</sup> to review the status of the comprehensive plan update and set a timeline for completion of the work in 2020. During the workshop, we will examine the draft comp plan map update, new aerial imagery (if available), projected growth and development patterns, text updates, and the direction Council wishes to go with commercial, industrial, and light industrial development. Public involvement in the update will also be discussed.

**Addressing:** The City Clerk and I met with James Snyder, Bonner County GIS director, and Clay Engle, GIS addressing tech, on December 11<sup>th</sup> to review addressing policies and procedures for the City. The county plans to allow Kootenai residents or landowners to apply for addresses through an on-line link to the county addressing system. Payment of the \$65 fee for new addresses would be provided by the landowner directly to the county, thereby eliminating the need for the City to collect fees and transfer funds to the county. Assignment of street names in new subdivisions would be accomplished through the same on-line process, according to Mr. Snyder. The GIS director suggested the City provide a memorandum of understanding (MOU) or other such agreement giving authority to the county for addressing within the city limits. He also suggested that any ordinances that are contrary to the proposed process would have to be amended. The county does not have a draft MOU for the addressing authority and suggested the City could create one for county review. The agreement should "point" to the county ordinance as the controlling document, Mr. Snyder suggested.

Kootenai City Code requires new subdivision street names "be in accord with the Bonner County emergency 9-1-1 system." There are no other references to street naming or addressing in code.



Therefore, it does not appear the City would have to amend its codes. The City Clerk and I discussed with Mr. Snyder concerns regarding:

- Continued city oversight or authority for street naming and addressing. The GIS director suggested the agreement could cover a process for allowing the City Clerk or other designated staff to be able to review and verify names and addresses as they are assigned.
- The status of the county addressing ordinance. Bonner County is proposing to amend its addressing ordinance. However, a draft is not available for review at this time. Mr. Snyder said he hopes to have a draft by February. Until the county amendment is adopted, the city could be agreeing to an “unknown” ordinance.
- Future readdressing to correct errors. At this time, Kootenai does not appear to have situations that require readdressing of existing residences. If any readdressing becomes necessary, staff suggested the agreement should cover this process and the ability for the City to approve or reject addressing scenarios.
- Later ordinance changes. Staff suggested any agreement include language to allow termination. County ordinances could change. City processes could change. The agreement should cover these later amendments and the ability for the City to opt out of the county process, if it desires.

Mr. Snyder offered to meet with Council again, if needed. If the City Council decides to enter into an agreement with the county for addressing, consideration should be given to the timing of the agreement with regard to the pending county addressing ordinance amendment.

To: Kootenai City Council and Mayor  
From: Ronda L. Whittaker, City Clerk  
Date: December 2019  
RE: Clerk's Report

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**Website Activity** – Continued update of the site.

**City Records** – Still Working on filing and scanning old records.

**Annual Road and Street Report**– I have submitted the annual road and street report to the state and am seeking approval to publish the information

**Code Violations** – Working with the City's Attorney.

**Business License Renewals** – The City has received 28 business license renewals. As I was out of office during the week of Christmas some will be delivered a little late – additional charges will be sought for applications submitted after January 15<sup>th</sup>. I have spoken to the City's Planner and have determined that a notice advising that all business within the City must comply with City Code Zoning Regulations.

**Addressing** – I did attend the meeting with the City's Planner and Bonner County's GIS Director. It was very informative, and Clare will be working on a resolution to be reviewed by Council soon.


**Idaho City Clerks, Treasurers and Financial Officers (ICCTFOA) District Meeting** – I attended the District Quarterly Meeting this month. Always very enlightening. There is much discussion about food trucks and licensing requirements. Each of the eight cities that were in attendance are concerned and are working on setting standards for food truck vendors for Council approval. I have a sample ordinance from the city of Post Falls that I would like to discuss at our comprehensive plan workshop.


CITY OF KOOTENAI  
ANNUAL ROAD AND STREET FINANCIAL REPORT  
FISCAL YEAR ENDING SEPTEMBER 30, 2019

Fund Balance Beginning of Year (10-01-18) -----	\$ 0.00
Receipts:	
Property Tax Levy -----	43,175
Highway User Revenue -----	39,527
Revenue Sharing-----	43,863
<b>Total Receipts -----</b>	<b>\$126,565</b>
Disbursements:	
Reconstruction/Replacement-----	225,148
Chip sealing or seal coating -----	1,805
Replacement: Culvert, ditches -----	910
Signs, signals or traffic control -----	314
Winter Maintenance -----	724
Street Lighting -----	10,466
Professional Services, Engineering -----	19,735
Payments to other local government -----	1,350
Professional services, audit, clerical, legal -----	5,000
<b>Total Disbursements -----</b>	<b>\$265,452</b>
Receipts Over Disbursements -----	(138,887)
Closing Balance -----	(138,887)
Funds obligated for specific future projects & reserves -----	138,000
Funds retained for general funds and operations -----	887
<b>Ending Balance -----</b>	<b>\$ 0.00</b>

This report has been submitted to the State Controller as required by Idaho Code 40-708.

Dated this 9th day of December, 2019.

Signed:   
Mayor

Attest:   
Ronda L. Whittaker  
City Clerk / Treasurer

## **JOINT POWERS AGREEMENT FOR LAW ENFORCEMENT SERVICES BETWEEN THE CITY OF SANDPOINT AND THE CITY OF KOOTENAI**

In consideration of the mutual covenants and promises set forth in this Agreement, and in the exercise of the authority by the Joint Powers Act, Idaho Code Sections §67-2326 - 2333, the City of Sandpoint (hereafter referred to as "Sandpoint"), a municipal corporation of the State of Idaho, and the City of Kootenai, (hereafter referred to as "Kootenai"), a municipal corporation of the State of Idaho, do hereby agree as follows:

### **1. Purpose.**

The purpose of this Agreement is to provide efficient and effective law enforcement services within the jurisdiction of the City of Kootenai effective December 01, 2019. *2020*

### **2. Municipal Authority.**

In order to carry out the purpose of this Agreement, the City of Kootenai hereby delegates specific municipal police authority to the Sandpoint Police Department. The City of Sandpoint Police Department is hereby authorized to carry out the law enforcement services hereafter set forth.

### **3. Services.**

The City of Sandpoint, through its Police Department, shall provide the City of Kootenai with the following services:

- a. 24/7 response to citizen driven dispatched calls;
- b. Regular SRO (School Resource Officer) presence before, during, and after school hours at Kootenai Elementary;
- c. Proactive police patrols focused on traffic concerns (as prioritized by Kootenai Mayor and City Council);
- d. Sandpoint Police attendance at Kootenai City Council meetings; personnel will rotate based on assignment; and
- e. Semi-monthly activity reports to Kootenai Mayor and City Council.

The City Administrator of the City of Sandpoint shall be responsible for the administration of this Agreement. No joint acquisition of real or personal property is contemplated hereunder. This Agreement

does not create a separate entity for the provision of services. Specifically excluded from this Agreement are services for Code Enforcement and any other services not specifically enumerated herein.

4. Cost of Contract and Payments.

- a. The City of Kootenai shall pay the City of Sandpoint \$40.00 per call plus a 15% administration fee. The parties define calls for service as citizen driven complaints. City of Kootenai shall pay City of Sandpoint an amount not to exceed \$14,398.
- b. City of Kootenai shall not pay the City of Sandpoint proactive patrols and resulting services (i.e.; traffic stops, etc.).
- c. City of Kootenai shall not pay the City of Sandpoint for attendance at City Council meetings.
- d. City of Kootenai shall not pay City of Sandpoint for provision of semi-monthly activity reports.
- e. City of Kootenai shall pay City of Sandpoint for services as described in Section 3a-e, in an amount not to exceed \$14,398 annually. There will be no additional costs for proactive patrols and resulting services (traffic stops, etc.), attendance at City Council Meetings, or for activity reports, and any associated revenue will go to the City of Sandpoint to offset costs, court-time, etc.
- f. Payments

The City of Sandpoint shall bill the City of Kootenai monthly for services provided the previous month. These bills shall be transmitted no later than the 15th of the month and shall be accompanied by an itemized reporting of police services provided. City of Kootenai shall remit payment to the City of Sandpoint within thirty (30) days of receipt of the invoice.

5. Termination

This Agreement may be terminated as of September 30, 2020 upon written notice to the non-terminating party by the terminating party on or before April 01, 2020, unless a shorter termination date is mutually agreed upon by the parties.

This Agreement may be terminated by either party for cause if:

- a. Prior written notice of an alleged breach of the terms of the Agreement are provided to the City Clerk; and
- b. Corrective measures have not been commenced within forty-eight (48) hours after written notice, and substantially completed within thirty (30) days.

Either party may terminate this Agreement in the event that there are insufficient funds budgeted and appropriated to either party in any succeeding fiscal year to pay for services under this Agreement. In such event, this Agreement may be terminated upon 30 days' written notice to the other party.

## 6. Insurance

At all times material hereto, City of Kootenai and City of Sandpoint shall keep and maintain a policy or policies of insurance covering losses resulting from general liability, personal injury and property loss, in amounts no less than the limits of liability provided Idaho Code §6-901 through 6-929, known as the Idaho Tort Claims Act, for any losses sustained as a result of performance of each parties duties and responsibilities under this Agreement, naming the City of Sandpoint as an additional insured on each such policy or policies. Each party shall provide proof of such insurance on an annual basis. Each party shall also keep and maintain an automobile insurance policy or policies for each of its employees, in the same amounts stated above, insuring against losses related to operation of its vehicles in performance of its duties under this Agreement. All employees of City of Sandpoint are its employees only and the City of Sandpoint shall be responsible for carrying proper Workers' Compensation coverage on any such employees. Proof of automobile insurance coverage and Workers' Compensation coverage shall also be provided to the City of Kootenai on an annual basis.

## 7. Indemnification.

a. City of Kootenai shall defend, indemnify and hold the City of Sandpoint, its officials, officers, employees, agents and assigns, harmless from and/or against any and all claims, damages, and liabilities (including reasonable attorney's fees) that may be suffered or incurred or that arise as a result of and which are caused by City of Kootenai wrongful acts or omissions in the performance of its duties under this Agreement. This indemnification does not apply when such claims, damages, and liabilities are the result of negligent acts, errors, omissions or fault on the part of the City of Sandpoint, its officials, officers, employees, agents or assigns. Nothing contained in this indemnification provision shall waive, in any manner, the limits of liability provided to the City of Sandpoint specified in Idaho Code §6-901 through 6-929, known as the Idaho Tort Claims Act.

b. City of Sandpoint shall defend, indemnify and hold the City of Sandpoint, its officials, officers, employees, agents and assigns, harmless from and/or against any and all claims, damages, and liabilities (including reasonable attorney's fees) that may be suffered or incurred or that arise as a result of and which are caused by City of Sandpoint wrongful acts or omissions in the performance of its duties under this Agreement. This indemnification does not apply when such claims, damages, and liabilities are the result of negligent acts, errors, omissions or fault on the part of the City of Kootenai, its officials, officers, employees, agents or assigns. Nothing contained in this indemnification provision shall waive, in any manner, the limits of liability provided to the City of Kootenai specified in Idaho Code §6-901 through 6-929, known as the Idaho Tort Claims Act.

8. General Provisions.

- a. This Agreement constitutes the entire agreement between the parties, and both parties acknowledge that there are no other agreements oral or otherwise that have not been fully set forth in the text of this Agreement.
- b. The parties agree that this Agreement cannot be amended or modified without the written concurrence of both parties.
- c. If any provision or a portion of this Agreement is held to be unconstitutional, invalid or unenforceable, the City of Sandpoint shall have the right, at its option, to declare the Agreement void and enter into negotiations with the City of Kootenai for the execution of a new Agreement.

9. Notice.

Any notices required to be given by the City of Sandpoint to the City of Kootenai or City of Kootenai to the City of Sandpoint shall be delivered to the following parties at the following addresses:

City Clerk  
City of Sandpoint  
1123 Lake Street  
Sandpoint, ID 83864

City Clerk  
City of Kootenai  
204 Spokane Street  
Sandpoint, ID 83864

Any notices may be either delivered personally to the address of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth above. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

10. No Employment Relationship Created.

The Parties agree that nothing in this Agreement shall be construed as creating an employment relationship between City of Kootenai and any employee, agent, representative or contractor of City of Sandpoint, or between City of Sandpoint and any employee, agent, representative or contractor of City of Kootenai. Without limiting the forgoing, each employee providing services hereunder shall at all times relevant to this Agreement be and remain an employee of his/her employer, and the employer shall be exclusively responsible for providing all compensation, benefits, discipline and supervision with respect to the such employee except as expressly set forth in this Agreement

In **Witness Whereof**, the parties hereto have caused this Contract to be executed and attested by their respective officers or representatives thereunto duly authorized.

**City of Sandpoint**

**City of Kootenai**

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Shelby Rognstad  
MAYOR

DATE

---

Nancy Lewis  
MAYOR

DATE

Attest/Authenticated:

Attest/Authenticated:

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City of Sandpoint City Clerk

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City of Kootenai City Clerk



## ATTACHMENT 1



June 3, 2019

Mayor Nancy Lewis

City of Kootenai

204 Spokane Street

Sandpoint, ID 83864

Dear Mayor Lewis:

I am sending this letter as a follow-up to our recent conversations and Kootenai City Council presentation about the possibility of the Sandpoint Police Department providing policing and school resource officer (SRO) services to the City of Kootenai. As we have discussed, the Lake Pend Oreille School District has committed to funding a second SRO through the Sandpoint Police Department and has requested an SRO presence at the elementary schools in Sandpoint as well as Kootenai Elementary. LPOSD provides 60% of the funding for an SRO and the City funds the remainder of the position.

We have developed a service model for the City of Kootenai, which includes:

- 24/7 response to citizen driven dispatched calls
- Regular SRO presence before, during and after school hours at Kootenai Elementary
- Proactive police patrols focused on traffic concerns (as prioritized by you and the Kootenai City Council)
- Sandpoint Police attendance at Kootenai City Council meeting (will be rotating personnel based on assignments)
- Semi-monthly activity reports to Mayor Lewis and Kootenai City Council

We have developed a cost model based on Kootenai calls for service data. We propose a cost of \$40 per call+ 15% administration. We define calls for service as citizen driven complaints. Kootenai has averaged 313 annual service calls 2014- 2017. To aid Kootenai in cost control, we propose a not to exceed cap of \$14,398 for FY 2019-20. There would be no additional cost for proactive patrols and resulting services (traffic stops, etc.) and any associated revenue with go to the City of Sandpoint to offset costs, court-time, etc.

There has been some significant discussion around administrative driven complaints and code enforcement. It is our recommendation that we monitor these issues for the first year so that we both have a better understanding of what and how many issues there are. Effective code enforcement requires proactive planning with legal counsel and City leadership on follow-through. We would be happy to participate in these efforts and share some of our experiences with our Community Resource Officer program launched last year. We feel we would all be in a better position to move forward in a successful effort in the subsequent year.

Both Chief Coon and I will be in attendance at your City Council meeting on June 4th to answer any additional questions or discuss concerns. Time is of the essence for decision making as we are finalizing our 2020 budget for Council presentation and will also need to move forward with hiring in order to have the additional personnel in place in time for the start of the school year.

Sincerely,

A handwritten signature in cursive script that reads "Jennifer P. Stapleton".

Jennifer Stapleton

Sandpoint City Administrator

Cc: Mayor Shelby Rognstad

Chief Corey Coon