

Coeur d'Alene

CITY COUNCIL MEETING

June 16, 2015

MEMBERS OF THE CITY COUNCIL:
Steve Widmyer, Mayor
Council Members Adams, Edinger, Evans, Gookin, McEvers, Miller

CONSENT CALENDAR

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

June 2, 2015

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room June 2, 2015 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

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

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

INVOCATION: An invocation was provided by J.O. Owens, Heart of the City Church.

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

AMENDMENT TO THE AGENDA: Motion by McEvers, seconded by Evans to amend the agenda to add Executive Session pursuant to Idaho Code 67-2345 (b) to consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent.

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

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

1. Approval of Council Minutes for May 19, 2015.
2. Approval of Bills as Submitted.
3. Setting of General Services and Public Works Committees meetings for June 8, 2015 at 12:00 noon and 4:00 p.m. respectively.
4. Approval of Fireworks Stand Permits to Loren Andy Flournoy; Paul Cote/Colleen Ramsey (2 locations); Brayden Runyon; Joseph Budig; Dan Holmes; Koran and Mary Quinn; Linda and Michael Morgan; Troy Carpenter; Eric Campbell; Eda Darwood
5. Approval of Cemetery Repurchase from Brett and Linda Ryberg, Lots 32 and 33 Block NGD in Riverview Section
6. Approval of Cemetery Transfer from George Mitton to Mary Jo Mitton, Lots 20, 30, 40, and 50 Block A in Riverview Section

7. **Resolution No. 15-026** - 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 CHANGE ORDER NO. 1 (FINAL) WITH WILLIAMS BROTHER CONSTRUCTION, LLC FOR WASTEWATER PHASE 5C.1 – INITIAL TMF & NITRIFICATION IMPROVEMENTS; DECLARING CERTAIN I.T. EQUIPMENT AS SURPLUS; AND APPROVAL OF A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF POST FALLS FOR PLUMBING INSPECTIONS - SHARED SERVICES.

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

COUNCIL ANNOUNCEMENTS:

Councilmember Adams mentioned that he recently met with many East Sherman property owners to promote the open house planning meetings being held June 3rd in the Library Community Room and June 8th at the Harding Center. Additionally, he noted a disagreement with Councilmember Gookin regarding the dissolution of an Urban Renewal Agency (URA). He noted an opinion of the City Attorney that stated that the City Council could rescind the resolution that created the URA. He also noted that dissolving the URA would take some time and effort to finalize obligations, and a future Council could set up a new agency, if they so desired. Councilmember Gookin stated that the code states that every city has a URA, and agreed that the code allows councils to recreate a district. City Attorney Mike Gridley said that an agency could be dormant and that while the code states every city has one it doesn't mean it does anything. Councilmember Adams surmised that both he and Councilmember Gookin ended up being correct.

Councilmember McEvers presented a video piece regarding the skate board demonstration that occurred at Dalton Elementary School two weeks ago. He asked Nathan Baker to provide information regarding the next skateboard park event. Mr. Baker stated his group has partnered with the City's Parks and Recreation Department to provide workshops regarding skateboarding safety, and positive use of the skateboard park. On June 21, 2015 at 11 a.m. his group will host a skate parade down Sherman Avenue. They will meet at 9th and Sherman Avenue (in the Java parking lot) and he encouraged citizens to join in on the fun. They hope to continue to create a positive approach to interacting with the community.

Councilmember McEvers stated that Pastor Ron Hunter retired this Sunday and noted that he was one of the founding members or the City Council invocation. He wished him well in retirement.

Mayor Widmyer reminded the community that the budget survey is still available on the city website <https://www.surveymonkey.com/s/CDABudgetSurvey> and encourage the community to provide feedback and participate in the annual budget process. He asked for the reappointment of Jennifer Drake to the Arts Commission.

MOTION: Motion by Gookin, seconded by Evans to approve the reappointment of Jennifer Drake to the Arts Commission. **Motion carried.**

AUTHORIZATION OF GRANT APPLICATION FOR 3 OFFICERS THROUGH THE COPS HIRING GRANT, U.S. DEPARTMENT OF JUSTICE

STAFF REPORT: Police Chief White explained that he was seeking approval to apply for and accept grant funding for a percentage of three officers wages and benefits through the COPS Hiring Grant, U.S. Department of Justice. He further explained that the department is still 12 officers below what they should be based on crime rates and calls for service. Last year the department submitted for this grant and was not awarded, but they would like to try again. Chief White stated that the grant would fund up to 75% of an officer's wages and benefits, up to \$125,000 per officer. The application and acceptance of this grant will allow the department to increase the overall personnel allocation by three officers. These positions would supplement the patrol staffing and help lower crime rates. This is a three year grant, and the City would be required to maintain the additional officers for at least four years (three years during the grant cycle and one additional year).

DISCUSSION: Councilmember Gookin asked what federal strings would be attached to this grant. Chief White stated that the City would be responsible for the unfunded amount of costs, the full fourth year of funding for the positions, and must give preference to veterans. He further explained that this funding would provide a team of folks that could do more community outreach and he does not see any big hurdles. Councilmember Adams stated that one question he had at the General Services Committee meeting was what if the grant is not awarded and there was no alternative. Chief White explained that these would be unbudgeted positions and it would mean that there would be three patrol officers that they would not get if they do not get the grant. Councilmember Adams read an article from the Boise Idaho Reporter regarding his comments at the previous General Services Committee meeting. Councilmember Adams stated that the COPs program exists to proactively fight conditions that give rise to public safety issues, but GAO data suggests that it does not lower crime rates. He referenced additional articles mirroring his position and concerns about grant conditions. His main concern is that the federal government is at least \$19 trillion in debt and he cannot in good conscience vote for the use of these funds and increasing the federal debt. Councilmember Gookin asked Chief White if the Mesa Police Department accepted these grants. Chief White said that the Mesa Police Department was able to save 25 officer positions through the COP grant funding and lowered their crime rate by a minimum of 5% per year. Chief White clarified that this is not militarization of the department but, rather, more community outreach. The department is stretched thin and they are doing what they can to reduce crime rates with the only other option of determining that they will not respond to certain calls. Councilmember Gookin asked Finance Director Troy Tymesen what the impact would be to pay these positions out of the Fund Balance. Mr. Tymesen explained that the Fund Balance is a savings account and does not have a revenue source; therefore, it would deplete it over time. Councilmember Edinger asked for clarification regarding the costs after the third year. Chief White explained that the City would have to pay the cost fully for the fourth year. Thereafter, he believes that retirements would be used to cover costs or, potentially, lay-offs could occur.

MOTION: Motion by Edinger, seconded by McEvers, to authorize a grant application for three (3) officers through the COPS Hiring Grant, U.S. Department of Justice. **Motion carried with Adams voting No.**

**CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT
(CAPER) FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING FOR
PLAN YEAR 2014**

STAFF REPORT: Sherri Wastweet, Grant Administer, Panhandle Area Council explained that the CAPER is a required year-end report due to HUD at the end of each plan year. The report is intended to provide a summation of how the City used the funds during the year. The public comment period ran from May 18, 2015 through June 2, 2015, with no comments being received. She provide a brief history of the program and a summary of progress made this year, including the finalization of the Habitat for Humanity project and the beginning of a housing needs assessment. The City continues to provide funding for sidewalks and emergency minor home repairs. There were three community grants were awarded to North Idaho Violence Prevention Center, Children's Village, and Trinity Group Homes.

Mayor Widmyer called for public comments related to this item.

PUBLIC COMMENTS:

Dennis Hinrichsen, Coeur d'Alene, stated he was concerned with the block grant for low income recipients when they have too many toys (recreational vehicles/boats, etc.). He stated that it is so cluttered that the Fire Department could not even get a ladder truck down 9th Street. He believes there should be far more accountability for people receiving this kind of housing and more stringent certification of their income.

Ms. Wastweet clarified that CDBG funding has not been provided to any homes on 9th Street. She explained that the verification of income requires a copy of the W-2, bank statements, social security statements, etc. to insure that the applicants qualify under HUD guidelines. She clarified that applicants can have up to \$50,000 in assets as long as their income meets the requirements as sometimes peoples' circumstances change in life.

MOTION: Motion by Gookin, seconded by Miller, to approve the Plan Year 2014 CAPER for submittal to HUD. **Motion carried.**

PUBLIC COMMENTS:

Greg Johnson, Coeur d'Alene, stated that he has been working with the midtown property owners for 10 years and during this last year they have had on-going talks with LCDC and The Housing Company regarding a housing development. Within the last 60 days there have been no comments from the LCDC housing sub-committee chair. He will be informing the mid-town neighbors about the project with door hangers and inviting them to their meetings at Kelly's Pub every Monday at 5:30 p.m. Councilmember Miller asked for clarification regarding what the border is that they consider as midtown. Mr. Johnson stated that it is difficult to confine it, but it would likely be from

Coeur d'Alene Avenue to the freeway from 1st Street to 8th or 9th Street. Although, he currently lives on 11th Street and this route is still important to him.

Dennis Hinrichsen, Coeur d'Alene, thanked Councilmember Adams for his watchfulness. He suggests that Plan B for staffing of the Police Department should be to use a portion of the \$6 Million in the Fund Balance and the Council's taxing authority. He believes there is a need to enhance the Police Department through code enforcement, animal control, and patrol. He requested the Council approve a citizen commission that would assess and recommend staffing levels and funding to be added to the police budget thereafter. Councilmember Gookin asked about his 9th Street concerns. Mr. Hinrichsen stated that there is low income housing in the neighborhood that is not abiding by the laws, specifically 1935 N. 9th Street. Councilmember Gookin stated that one of the Council and the Chief's goals is to get more code enforcement, which the grant will do with more officers. Mr. Hinrichsen reaffirmed that he does not believe the grant is the way to do it and believes his neighborhood is slated for blight.

EXECUTIVE SESSION: Motion by Gookin, seconded by Evans to enter into Executive Session as provided by Idaho Code 67-2345 § (b) to consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent.

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

The City Council entered into Executive Session at 7:03 p.m. Those present were the Mayor, City Council, City Administrator, Finance Director, and City Attorney. Council returned to regular session at 8:10 p.m.

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

The meeting adjourned at 8:10 p.m.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

**CITY COUNCIL
MEMORANDUM**

DATE: June 4, 2015
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: Request for Public Hearing

Staff is requesting the City Council to set a public hearing for the Council Meeting scheduled for July 7, 2015, to hear public testimony regarding the Vacation of a portion of Front Avenue right-of-way between 2nd and 3rd Street and a portion of 2nd Street right-of-way south of Sherman Avenue.

DATE: JUNE 10, 2015
TO: MAYOR AND CITY COUNCIL
FROM: PLANNING DEPARTMENT
RE: SETTING OF PUBLIC HEARING DATE: JULY 21, 2015

Mayor Widmyer,

The Planning Department has forwarded the following item to the City Council for scheduling of a public hearing. In keeping with state law and Council policy, the Council will set the date of the public hearing upon receipt of recommendation.

<u>ITEM NO.</u>	<u>REQUEST</u>	<u>COMMISSION ACTION</u>	<u>COMMENT</u>
A-2-15	Proposed annexation from County Industrial to City C-17 Applicant: City of Coeur d'Alene Location: A 9.33 acre portion of the former BNSF railroad property near Hwy 95 & extending to the Hubbard Street right-of-way.	Approve	Legislative

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **JULY 21, 2015.**

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



City of Coeur d'Alene Municipal Services
710 East Mullan Ave Coeur d Alene ID 83814
Ph and Fax 208.769.2229 kathylew@cdaid.org

[Office Use Only]	
Amt Pd	210.64
Rec No	816582
Date	06-01-2015
Date to City Council:	01/16/15
Lic No.	
Date Issued	

Date that you would like to begin alcohol service 7/17/15

Check the ONE box that applies:

<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
Check one box below		
<input type="checkbox"/>	Transfer of ownership of a City license from _____ to _____ with current year paid For fee add the following : Beer-to go only \$6.25 Beer- Can, Bottled Consumed on premise \$12.50 Beer- Draft, can, bottled consumed on premise \$25 Wine additional \$25 Liquor additional \$25	Total \$
<input checked="" type="checkbox"/>	<u>New Application</u> <i>proposed to July</i>	

Name of Applicant	
Name of business where alcohol will be served	<i>Bulldog Pipe & Cigar</i>
Business Physical Address	<i>200 W. Hanley Ave. Coeur d'Alene, ID 83815</i>
Business Mailing Address	<i>1601 E. Crossing Ave. Post Falls, ID 83854</i>
Business Contact	Business Telephone : <i>208-762-4333</i> Fax: <i>208-762-0644</i> Email address: <i>bulldogpipeandcigar14@gmail.com</i>
If Corporation, partnership, LLC etc. List all members/officers	<i>Paul Banducci - President</i> <i>Mary Banducci - Vice President, Secretary</i>

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

<p style="text-align: center;">City of Coeur d' Alene Municipal Services 710 Mullan Avenue Coeur d' Alene, Idaho 83814</p> <p style="text-align: center;">Ph and Fax 208.769.2229 kathylew@cdaid.org</p>	<p>[Office Use Only] Amt Pd <u>37.50</u> Rec No <u>4527918</u> Date <u>06-08-2015</u> Date to City Council <u>06-16-15</u> Reg No. _____ License No. _____ Rv _____</p>
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Date that you would like to begin alcohol service _____

Check the ONE box that applies:

_____	Beer only (canned and bottled) not consumed on premise	\$ 50.00 per year
_____	Beer and Wine (canned and bottled) not consumed on premise	\$250.00 per year
_____	Beer only (canned and bottled only) consumed on premise	\$100.00 per year
_____	Beer and Wine (canned and bottled only) consumed on premise	\$300.00 per year
_____	Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
_____	Beer and Wine (Draft, canned, and bottled) consumed on premise	\$400.00 per year
_____	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
Check one box below		
_____	Transfer of ownership of a City license from <u>UVA on Appleway</u> to <u>UVA on Lakeside</u> with current year paid For fee add the following : Beer-to go only \$6.25 Beer- Can, Bottled Consumed on premise \$12.50 Beer- Draft, can, bottled consumed on premise \$25 Wine additional \$25 Liquor additional \$25	Total \$ <u>37.50</u>
_____	New Applicator <u>old businesses at location: Fork at Lakeside, hemona grass + Takara</u>	

Name of Applicant	<u>Lisa Van Zevern</u>
Name of business where alcohol will be served	<u>UVA Trattoria LLC</u>
Business Physical Address	<u>309 Lakeside Ave COA ID 83815</u>
Business Mailing Address	<u>309 Lakeside Ave COA ID 83815</u>
Business Contact	Business Telephone : <u>208.930.0573</u> Fax: <u>208.930.0573</u> Email address: <u>lisa@uvacda.com</u>
If Corporation, partnership, LLC etc. List all members/officers	<u>Steven Van Zeveren</u> <u>Lisa Van Zevern</u>

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 200.00
 Rec No 625732
 Date 1-10-15
 Date to City Council: 6-16-15
 Reg No. _____
 License No. _____
 Rv _____

Date that you would like to begin alcohol service Proporated to July

Check the ONE box that applies:

<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 checked="" type="checkbox"/>	Beer and Wine (canned and bottled only) consumed on premise	\$300.00 per year
<input type="checkbox"/>	Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
<input type="checkbox"/>	Beer and Wine (Draft, canned, and bottled) consumed on premise	\$400.00 per year
<input type="checkbox"/>	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
Check one box below		
<input type="checkbox"/>	Transfer of ownership of a City license from _____ to _____ with current year paid For fee add the following : Beer-to go only \$6.25 Beer- Can, Bottled only Consumed on premise \$12.50 Beer- Draft, can, bottled COP \$25 Wine additional \$25 Liquor \$25	Total \$
<input checked="" type="checkbox"/>	New Application <u>Harbor House</u>	

Name of Applicant	<u>Randy Folk</u>
Name of business where alcohol will be served	<u>Harbor House</u>
Business Physical Address	<u>420 E. Front Ave Coeur d'Alene ID 83814</u>
Business Mailing Address	<u>209 Crestline Dr. Coeur d'Alene ID 83814</u>
Business Contact <u>Randy Folk</u>	Business Telephone: <u>208-755-8193</u> Fax: _____ Email address: _____
If Corporation, partnership, LLC etc. List all members/officers	<u>akiko folk@yahoo.com</u>

RESOLUTION NO. 15-027

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVING THE DESTRUCTION OF TEMPORARY AND SEMI-PERMANENT HUMAN RESOURCE RECORDS; APPROVAL OF A LEASE WITH THE CHAMBER OF COMMERCE FOR USE OF CITY-OWNED PARKING LOTS FOR THE 4TH OF JULY; AND APPROVING A STATE AND LOCAL AGREEMENT WITH THE IDAHO DEPARTMENT OF TRANSPORTATION FOR DESIGN OF SELTICE WAY SIDEWALKS.

WHEREAS, it has been recommended that the City of Coeur d'Alene enter into the contract(s), agreement(s) or other actions listed below pursuant to the terms and conditions set forth in the contract(s), agreement(s) and other action(s) documents attached hereto as Exhibits "A through C" and by reference made a part hereof as summarized as follows:

- A) Approving the destruction of temporary and semi-permanent Human Resource records;
- B) Approval of a Lease with the chamber of Commerce for use of city-owned parking lots for the 4th of July;
- C) Approving a State and Local Agreement with the Idaho Department of Transportation for Design of Seltice Way Sidewalks;

AND;

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to enter into such agreements or other actions; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements or other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "A through C" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements or other actions so long as the substantive provisions of the agreements or other actions remain intact.

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

DATED this 16th day of June, 2015.

Steve Widmyer, Mayor

ATTEST

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER ADAMS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

STAFF REPORT

TO: General Services
FROM: Melissa Tosi; Human Resources Director
RE: Request for Destruction of Records
Date: June 8, 2015

DECISION POINT

The Council is requested to approve the destruction of public records on the below items pursuant to I.C. 50-908:

- Temporary Employee Files (Semi-Permanent): 2009
- Recruitment Files (Temporary): All files May 2013 and prior
- Workers Compensation (Temporary): All files 2012 and prior
- Affirmative Action Data Questionnaire (Temporary): All files 2012 and prior
- Travel & Training Requests and Invoices (Semi-Permanent): 1990 - 1998

HISTORY

The files requested to be destroyed are either a temporary record (retention period no more than 2 years) or a semi-permanent record (retention period no longer than 5 years). The above information is all past the required retention period and no longer has value in being retained.

FINANCIAL ANALYSIS

There are no hard costs associated with this request.

PERFORMANCE ANALYSIS

HR has reviewed the Records Retention Manual and determined that the included records no longer have any value to be kept on file within the HR office. By eliminating no longer needed records, it creates greater efficiency within the office.

RECOMMENDATION:

To approve the destruction of public records on the above items pursuant to I.C. 50-908.

FINANCE DEPARTMENT
Staff Report

DATE: June 8, 2015
FROM: Troy Tymesen, Finance Director,
SUBJECT: Leasing of the City owned parking lots to the Coeur d'Alene Chamber of
Commerce on the 4th of July

DECISION POINT:

To lease the City owned parking lots to the Chamber of Commerce on the 4th of July to generate revenue that will be used exclusively to defray the cost of the community fireworks display.

HISTORY:

In the past the City has leased individual lots to entities that have wanted the space to display goods or conduct auctions. This proposal from the Chamber, and previously recommended by the Parking Commission, would allow the Chamber to lease the City owned parking spaces from the City for \$7.00 per space, the current fee for an event parking space. It is anticipated that this lease will generate approximately \$8,400 to the City's parking fund. The Chamber is proposing to charge \$15.00 per car for parking on the 4th of July in order to generate income to assist with the cost of the fireworks display. The estimated cost of the fireworks display is \$30,000.00. The Chamber has taken on more responsibility for the traffic control expense on that day and will be paying for 23 traffic flaggers. This would be the sixth year of this partnership.

FINANCIAL ANALYSIS:

The Parking Fund, which receives no property taxes, is the recipient of these funds and with this proposal there would be no negative impact to the revenue anticipated from use of the City owned parking lots. 40% of the net income from the Parking Fund goes to the Parks Capital Improvement Fund, which is used to develop parks. If the Chamber were to charge \$15.00 for event parking the gross income to the Chamber should be approximately \$9,600.00 which would be used to defray the cost of the community fireworks display. This proposal includes the following parking facilities: McEuen, Museum, Memorial Field and the gravel area, Independence Point, 4th and Coeur d' Alene as well as the upper Library lot, the paved lot south of City Hall. The Police Department will be using the lower City Hall parking lot which borders McEuen Field as a staging area for personnel.

PERFORMANCE ANALYSIS:

The revenue generated by this partnership would go to a dedicated fund for the community fireworks. The Chamber does not have a direct method to collect funds for this annual celebration.

DECISION POINT:

To lease the City owned parking lots to the Chamber of Commerce on the 4th of July to generate revenue that will be used exclusively to defray the cost of the community fireworks display.



June 17, 2015

Mr. Steve Wilson, Executive Director
Coeur d'Alene Chamber of Commerce
105 N First Street, Ste. 100
Coeur d'Alene, ID 83814

RE: 4th of July Parking Lot Lease Agreement

Dear Mr. Wilson:

Pursuant to City Council Resolution No. 15-027, approved on June 16, 2015, this letter will serve as the Lease Agreement between the City of Coeur d'Alene (lessor) and the Coeur d'Alene Chamber of Commerce (lessee) for the following listed City parking lots for July 4, 2015:

- Paved lot south of City Hall
- Independence Point lot
- Museum lot
- Memorial Field lot, and gravel area
- 4th & Coeur d'Alene lot
- Coeur d'Alene Public Library
- McEuen Park Parking Facility

The term of the lease shall be 24 hours, starting at midnight on July 3, 2015 and ending at midnight July 4, 2015.

The rental amount for the lease shall be \$7.00 per space payable to the City of Coeur d'Alene Parking Fund. Payment shall be made by or before July 31, 2015.

The lessee agrees that it will charge no more than \$15.00 per space for all parking spaces during the term of the lease.

Please sign this Lease Agreement and return it to the City Clerk. Thank you for your attention to this matter.

APPROVED:

Steve Widmyer, Mayor

By: _____
Coeur d'Alene Chamber of Commerce

ATTEST:

Its: _____

Renata McLeod, City Clerk

Date: _____

Date: _____

Public Works Committee

STAFF REPORT

DATE: June 8, 2015
FROM: Gordon Dobler, Engineering Services Director
SUBJECT: Approval of State-Local Agreement for Design of Seltice Wy Sidewalk

DECISION POINT

Staff is requesting Council approval of an agreement with ITD for design of Seltice Way sidewalk, from Northwest Blvd to west of the Riverstone Dr. on the south side.

HISTORY

In 2014, we applied for a federal grant for the design and construction of sidewalk. The grant was approved for design in FY 16 and construction in FY17. We have received the State-Local agreement for execution.

FINANCIAL ANALYSIS

The estimated cost for design and construction is \$395,000. There is a 20% match required, so the match is estimated at \$79,000. The amount estimated for design in FY16 is \$79,000. The project is included in the current 5 year capital plan.

PERFORMANCE ANALYSIS

The project includes the construction of new sidewalk and multi-use path on the south side of Seltice, from NW Blvd to west of Riverstone Dr. The sidewalk will be constructed within the existing right-of-way.

RECOMMENDATION

Staff recommends approval of the attached State-Local agreement with ITD.

**STATE/LOCAL AGREEMENT
(DESIGN AND CONSTRUCTION)
PROJECT NO. A018(913)
SELTICE WAY SIDEWALK AND MULTI-USE PATH, COEUR D'ALENE
KOOTENAI COUNTY
KEY NO. 18913**

PARTIES

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called the State and the **CITY OF COEUR D'ALENE**, acting by and through its Mayor and Council, hereafter called the Sponsor.

PURPOSE

The Sponsor has requested funding under the Transportation Alternatives (TAP) Program as detailed in the project Application, a copy of which is attached as Exhibit A. The purpose of this Agreement is to set out the terms and conditions necessary to obtain Federal-aid participation in the work.

The Sponsor acknowledges that this Agreement covers a project wherein federal aid funds will be allocated, and Sponsor will comply with the requirements of 23 U.S.C. §313, 23 CFR §635.410, and 28 CFR Part II.

NOTE: The Sponsor is responsible for complying with all project requirements and project administration procedures outlined in the Transportation Alternatives Program Manual available at www.itd.idaho.gov/manuals/manualsonline.htm.

Since certain functions under this Agreement are to be performed by the State, involving the expenditure of funds, and since the State can only pay for work associated with the State Highway System, the Sponsor is fully responsible for all costs related to the project for work off the State Highway System.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

The Parties agree as follows:

SECTION I. GENERAL

1. This Agreement is entered into for the purpose of complying with certain provisions of the Federal-Aid Highway Act, in obtaining federal participation in the design and construction of the project.

2. Federal participation in the costs of the project will be governed by the applicable sections of Title 23 U.S. Code (Highways) and rules and regulations prescribed or promulgated by the Federal Highway Administration, including, but not limited to, the requirements of 23 U.S.C. §313, 23 CFR §635.410, and 28 CFR Part II.
3. Federal participation in the project is at the rate of 80%; local participation is 20%. The maximum Federal-aid for this project is \$316,160.
4. Scheduled funding for this project is listed on the approved Idaho Transportation Investment Program, and subsequent revisions. Current estimated funding is as follows:
 - a. Project Development (State, Consultant, Local) - \$7,000 PE; \$63,000 PC
 - b. Construction - \$325,000
 - c. Total Estimated Project Costs - \$395,000
5. The Sponsor's match for this project will be provided in cash in the amount of 20% of the entire project (currently \$79,000).
6. This project shall be designed and constructed to an approved adopted standard. In the event that the Sponsor does not have an adopted standard for specific areas or items, then the State Standards as defined in the Idaho Transportation Department's Roadway Design Manual in effect on the date of this Agreement, or as subsequently revised (for current version, see <http://itd.idaho.gov/manuals/ManualsOnline.htm>), AASHTO, or other agency standards shall be identified and incorporated into the design and construction of the project. Design standards for this project shall include the 2010 ADA Standards for Accessible Design in effect on the date of this Agreement.

SECTION II. That the Sponsor shall:

1. Provide a funding match of 20% of the Total Estimated Project Costs of \$395,000, and assume responsibility for all costs of the project over and above the \$316,160 federal-aid limit.
2. Pay to the State the sum of Seven Thousand Dollars (\$7,000), estimated to be the total expense to the State for this project. This amount will be applied towards the Sponsor's match. Upon project completion, if the estimated expense does not reflect the true cost of the work performed by the State, the Sponsor shall remit to the State the additional sum needed to cover the actual costs incurred by the State. The check shall be made payable to the Idaho Transportation Department and mailed, along with the signed agreement, to the District One Office at 600 W. Prairie, Coeur d'Alene, ID 83813.
3. With the assistance of the State, secure the services of a consultant to design the project, and provide a copy of the project plans, specifications and estimate to the State for review and approval.

4. Before advertisement for bids, provide to the State a certification that all rights-of-way, easements, permits, materials sources, and agreements necessary for the construction and maintenance of the project have been acquired. The Sponsor will also certify that the contract proposal includes FHWA Form 1273 (Federal-aid Contract Provisions), and will provide an environmental determination in accordance with 23CFR 771.117.
5. Before advertisement for bids, provide to the State for review and approval a copy of the Contract Proposal form, Notice to Contractors, and construction plans, specifications and estimate. After the project is advertised for bids, provide the State with a copy of the bidding documents.
6. Advertise for the construction of the project, open bids, prepare a contract estimate of cost based on the successful low bid in accordance with State laws on procurement procedures for local governments, and request State concurrence prior to award.
7. Award a contract for construction of the project based on the successful low bid, and provide the State a copy of the contract.
8. During construction of the project, provide inspection services, inspection diaries, and support to the State Resident Engineer in the administration of the contract on this project. The Sponsor shall prepare all monthly and final contract estimates and change orders, and submit all change orders to the State for their approval. During the life of the construction contract, prior approval of the State will be obtained if it is necessary to deviate from the plans and specifications to such a degree that the nature of the completed work is significantly changed.
9. In cooperation with the State, establish and cause to be maintained all construction traffic controls deemed necessary to best serve the public interests and to expedite the work in accordance with the MUTCD.
10. At no cost to the federal-share, cause to be replaced to original, equal or better condition any existing pavement, regulatory signs, and other similar items damaged as a result of the contractor's operation, except as hereafter stated as obligations of the State.
11. During design and construction of the project, be responsible for payment of all invoices for work performed on the project. The Sponsor will provide monthly invoices, and proof of payment of same, to the State for reimbursement of the federal-aid share, up to a maximum of \$316,160.
12. Maintain all project records, including source documentation for all expenditures and in-kind contributions, for a period of three (3) years from the date of final acceptance. If any litigation, claim, negotiation, or audit has been started before

expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.

13. Maintain the project upon completion to the satisfaction of the State. Such maintenance includes, but is not limited to, preservation of the pathway as is necessary for its safe and efficient utilization. Failure to maintain the project in a satisfactory manner will jeopardize the future allotment of federal-aid highway funds for projects within the Sponsor's jurisdiction.
14. Comply with Exhibit B, Title 49 CFR, Part 21, attached hereto and made a part hereof.
15. Comply with all other applicable State and Federal regulations.
16. To the extent provided by the Idaho Tort Claims Act, indemnify, save harmless and defend regardless of outcome the State from the expenses of and against suits, actions, claims or losses of every kind, nature and description, including costs, expenses and attorney fees that may be incurred by reason of any act or omission, neglect or misconduct of the Sponsor or its consultant in the design, construction and maintenance of the work which is the subject of this Agreement. The Sponsor shall defend and indemnify the State and its employees for all claims and losses arising out of the State's duty of supervision and inspection of the project.

SECTION III: That the State shall:

1. Enter into an Agreement with the Federal Highway Administration covering the federal government's pro rata share of design and construction costs, up to a maximum of \$316,160.
2. Assist in the selection of a Consultant, negotiate, and furnish the Agreement for Consultant Services and any supplements thereto, to be used between the Sponsor and Consultant on this project.
3. Review and approve the project plans and specifications.
4. Authorize the Sponsor to administer the project and make any necessary changes and decisions within the general scope of the plans and specifications.
5. Designate a resident engineer and other personnel, as the State deems necessary, to supervise construction in accordance with the plans, specifications and estimates in the manner required by applicable state and federal regulations. The State will review for approval all change orders submitted by the Sponsor, and conduct a final inspection of the project when completed.
6. Upon receipt of monthly invoices from the Sponsor, submit same to the Federal Highway Administration for reimbursement at the federal-aid participation rate of 80%, up to a maximum of \$316,160.

7. Maintain complete accounts of all project funds received and disbursed, which accounting will determine the final project costs.
8. Cooperate with the Sponsor in selection and designation of suitable construction traffic control during project construction.

SECTION IV. Both Parties agree as follows:

1. Federal participation is contingent upon ultimate completion of the project. If for any reason the project is removed from the program without being completed, then the Sponsor shall be responsible for One Hundred Percent (100%) of all project costs, and shall pay back to the State all costs previously reimbursed. If the Sponsor's deposit exceeds project costs, then the State shall return the unspent balance to the Sponsor.
2. Sufficient Appropriation. It is understood and agreed that the State is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State reserves the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.
3. All information, regulatory and warning signs, pavement or other markings, traffic signals required, the cost of which is not provided for in the plans and estimates, must be erected at the sole expense of the Sponsor upon the completion of the project.
4. The location, form and character of all signs, markings and signals installed on the project, initially or in the future, shall be in conformity with the Manual of Uniform Traffic Control Devices as adopted by the State.
5. This Agreement shall become effective on the first day mentioned above, and shall remain in full force and effect until amended or replaced upon mutual consent of the State and the Sponsor.

EXECUTION

This Agreement is executed for the State by its Engineering Services Division Administrator, and executed for the Sponsor by the Mayor, attested to by the City Clerk, with the imprinted Corporate Seal of the City of Coeur d'Alene.

IDAHO TRANSPORTATION DEPARTMENT

APPROVED BY:

Engineering Services
Division Administrator

RECOMMENDED BY:

District Engineer

ATTEST:

CITY OF COEUR D'ALENE

City Clerk

Mayor

(SEAL)

By regular/special meeting
on _____.

Reviewed by FS 4/29/15 gm

hm:18913 SLA.docx

Community Choices for Idaho 2014 Applications

K18913

App-CC4I-2014-CZ-00009 City of Coeur d'Alene

Project Manager: Gordon Dobler, City Engineer
(208) 769-2216
gordon@cdaid.org

Financial Summary

Infrastructure:

Federal Amount Requested: \$316,160.00
In-Kind Match:
Cash Match: \$79,040.00
Total Project Amount: \$395,200.00

Non-Infrastructure:

Federal Amount Requested: \$0.00
In-Kind Match:
Cash Match:
Total Project Amount: _____

Spending Forecast

November 2014	\$14,000.00	March 2015	\$14,000.00	July 2015	\$110,000.00
December 2014	\$14,000.00	April 2015	\$0.00	August 2015	\$110,000.00
January 2015	\$14,000.00	May 2015	\$0.00	September 2015	\$105,200.00
February 2015	\$14,000.00	June 2015	\$0.00	October 2015	\$0.00

Project Details:

Strategy Number: CC.0001
Strategy Name: Bicycle and Pedestrian - Infrastructure
Project Start Date: 10/01/2014
Project End Date: 09/30/2015
Highway Routes: Seltice Way; Route 006020;
STP-7605
Beginning Milepost: 5
Ending Milepost: 6

Project Name:

Seltice Way Sidewalk and Multi-Use Path

Project Location (include street or trail name, county, and beginning/end points as applicable):

On the south side of Seltice Way from NW Blvd to 1000 feet west of the Prairie Trail.

Owner of project site or right-of-way: N/A

Please give a brief description of project:

The City plans to construct a sidewalk and multi-use path along the south side of Seltice Way. Specifically, 8' wide sidewalk will be constructed along Seltice from Northwest Boulevard to Riverstone Drive. At this location, the sidewalk will diverge away from (or south of) Seltice to intersect the multi-use use pathway known as the Prairie Trail. From that intersection with the Prairie Trail, a 10' wide asphalt pathway will extend to the west approximately 1,000 feet. This extension to the west will match into a future federal aid project that will reconstruct Seltice Way from Huetter Road to just west of the bridge that crosses the Prairie Trail.

Community Choices for Idaho

2014 Applications

App-CC4I-2014-CZ-00009 City of Coeur d'Alene

Not only will the sidewalk and path give pedestrian access to those along Seltice Way, constructing this project will complete a 1.8 mi circular pedestrian route that uses sidewalk along Seltice, the Prairie Trail, the internal trail system within Riverstone, and the Centennial Trail along NW Blvd to complete the loop. Users of this loop could be:

- Residents of the North Star Retirement Community (they currently have no access to sidewalk along Seltice)
- Guest of Spring Hills Suites and the Holiday Inn Express (they currently have no access to sidewalk along Seltice)
- Condominium residents within Riverstone
- Those employed at various businesses within Riverstone
- Recreational users
- City Link Park & Ride uses

Briefly describe the need(s) that the project would address:

Adding the sidewalk along the south side of Seltice Way would enhance pedestrian safety especially among elderly users at live in an adjacent retirement community. This retirement community has very active residents that would walk along the sidewalk to access the Prairie Trail, Centennial Trail, Citylink Transit facility, and the Riverstone Development if the sidewalk were constructed.

Additionally, the sidewalk completes a gap in on-street pedestrian facilities between Northwest Boulevard/Centennial Trail and the Riverstone Development.

Briefly describe how the need and the proposed solution were identified:

The Retirement Community and hotels along Seltice had made multiple requests to the City to add sidewalk on the south side of Seltice so that their patrons and residents can safely walk to the Centennial Trail, Prairie Trail, the Riverstone Development, and the CityLink transit facility.

The project is also identified in several planning documents including the Coeur d'Alene Trails and Bikeways Plan.

Additionally, Seltice Way is planned to be reconstructed with STP-Urban funds; however the construction is not yet funded. The City has been searching for other funding sources to cover some of the construction costs. The Community Choices grant seemed to fit with the City's goals, needs, and community objectives for this corridor.

Briefly describe the public participation process associated with the project, if any:

The project was discussed with the Retirement Community, hotel manager, Centennial Trail Foundation, Citylink, and with several prominent developers within the Riverstone Development. No public open houses were held specially for this project, though it is anticipated that the public will be supportive of the project as it fits well within community non-motorized objectives. Public meetings were held in past years for the Coeur d'Alene Trails and Bikeways Master Plan.

Briefly describe how the project would enhance mobility, improve safety, or increase economic opportunity (supporting data can be provided if available, such as estimated reduction in crashes, number of jobs created, etc.):

Adding a sidewalk/trail on Seltice between NW BLVD and the Prairie Trail will certainly improve mobility and will also have a positive impact safety and economic development. Because of space constraints, only "mobility" is addressed below.

MOBILITY: Within the project limits, Seltice provides access to hotels, active senior living facility, transit facility, Riverstone development, and Centennial and Prairie Trails. Managers of the Senior Living facility have indicated that the sidewalk will provide essential non-motorized connectivity between their facility and the aforementioned attractions that will directly improve quality of life for the residents.

The Citylink serves 415,000 users annually. The proposed sidewalk/trail will provide a direct link from NW BLVD (an important Kootenai County minor urban arterial with an ADT exceeding 30,000 VPD) to the Citylink transit center. Therefore, the proposed project will have a direct impact on improving non-motorized mobility.

Community Choices for Idaho

2014 Applications

App-CC4I-2014-CZ-00009 City of Coeur d'Alene

If the project purpose is to enhance mobility, identify the population group(s) that would benefit from the project, and the destinations that would be served.

The proposed sidewalk/trail along Seltice will enhance mobility for non-motorized users, but particularly elderly and low income users. The sidewalk provides access to North Star Retirement Community which encourages an active senior lifestyle. North Star indicated their residents would use the sidewalk/trail often to access the Prairie and Centennial Trails, the Citylink transit center, and the many attractions within the Riverstone development including restaurants, cinema, shopping, river access, and a City park. North Star indicated that the proposed project would encourage physical activity among the elderly residents which would have a direct positive impact on their overall health.

Children and elderly users make up 21% percent of the overall Citylink users in the Coeur d'Alene area. Citylink has 415,000 users annually. Therefore, improving non-motorized access to the Citylink transit facility will improve mobility for target populations within the area.

Would the project result in guidelines, procedures, research, or data that could be used in other areas of the state? Yes

If YES, please explain.

The project will be an example to ways to provide non-motorized mobility by eliminating gaps in the non-motorized network, especially in areas that will be frequented by the elderly, low income population groups, or children.

Is there stakeholder support for the project (stakeholders include adjacent property owners, populations affected by the project)? Yes

Briefly describe the project's consistency with the program's financial sustainability goal (i.e., if the project will require future federal funding, does the applicant have a plan for reducing the amount of federal funds that the project/activity will require over time?)

The hotel managers have expressed interest in a sidewalk along Seltice in the past. North Star, the senior housing facility within the project area, is supportive of the project and sent a letter of support. A developer within Riverstone Development is also supportive and sent a letter of support. Additionally, a Citylink transit facility is located within the project limits. Citylink sent a letter supporting the project.

The City of Coeur d'Alene has another project on Seltice that is currently in the KMPO TIP. However, this project is not completely funded. The proposed Community Choices facilities will tie into the proposed sidewalk on Seltice Way that will be funded through KMPO. The Community Choices project will make the City's other project on Seltice even more attractive to KMPO because sidewalk facilities would connect all the way to Northwest Boulevard.

The project does not require ongoing Federal funds for maintenance.

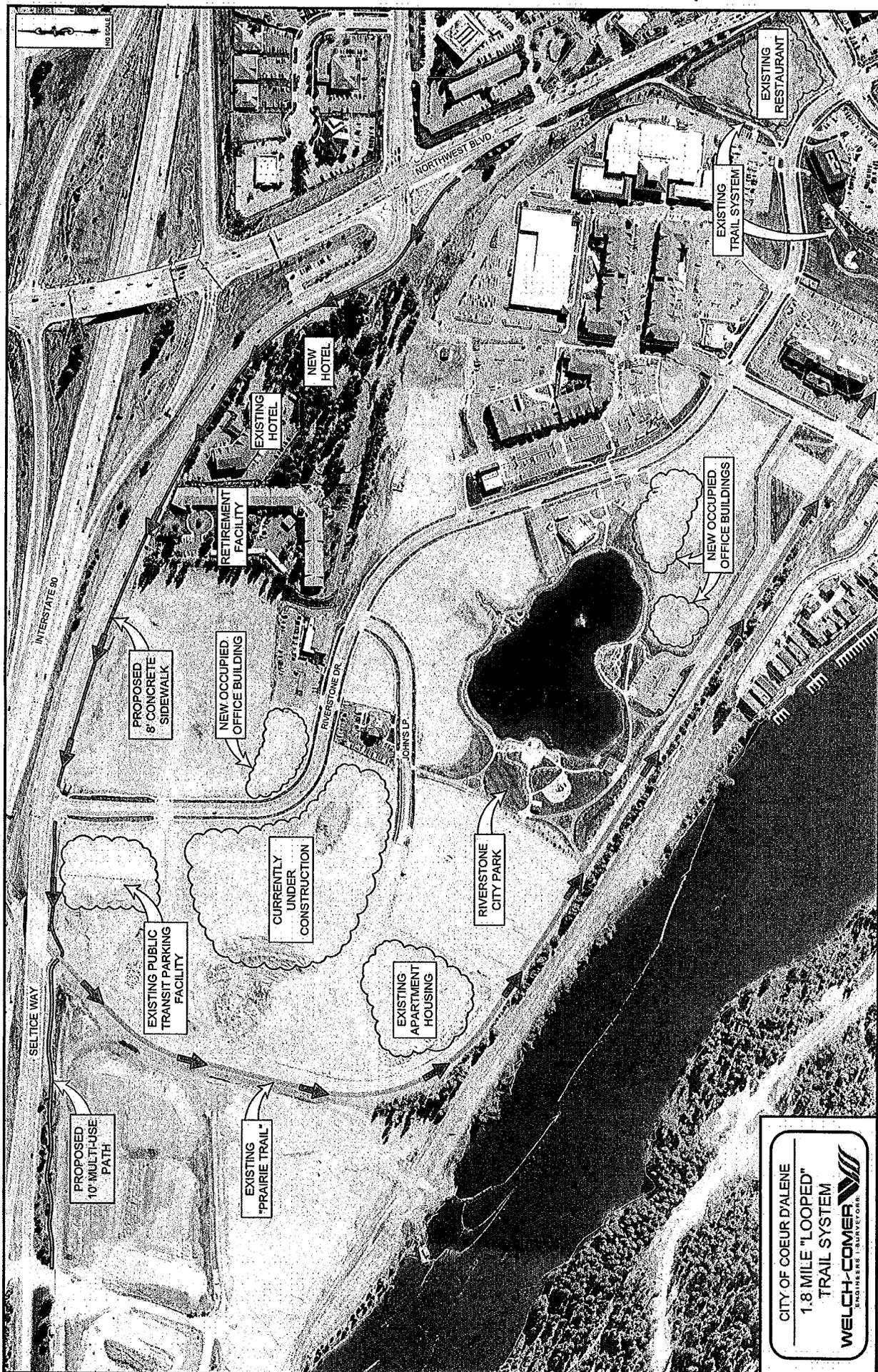
What, if any, requirements in your city/county code exist regarding sidewalk and/or bike and pedestrian policies for new developments?

City code requires sidewalk installation with all new construction (with some minor exceptions). In addition, the City has adopted bikeways and trail master plan. Developers are required to construct these improvements when developing the abutting property.

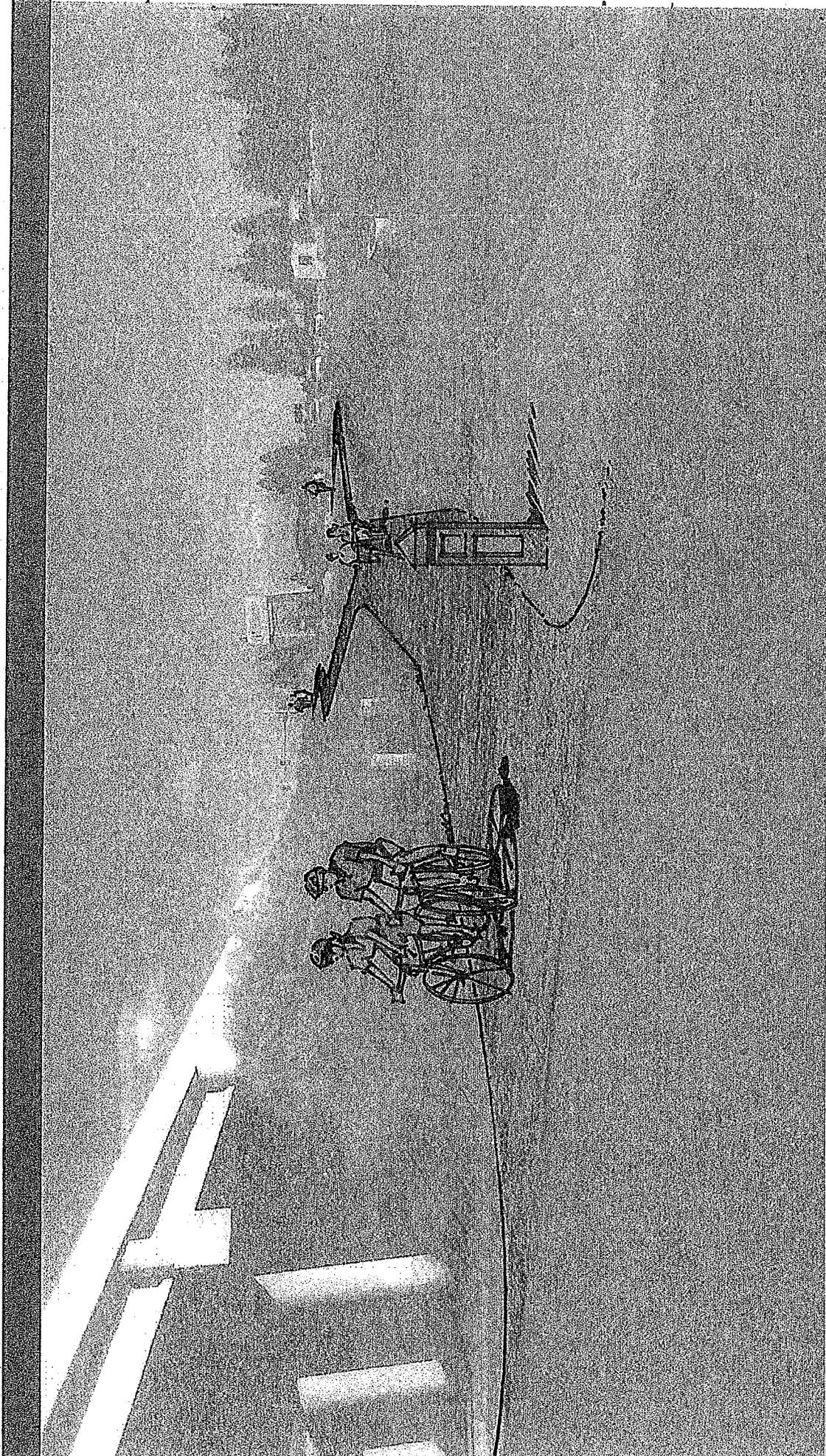
How did you determine the construction costs for your project?

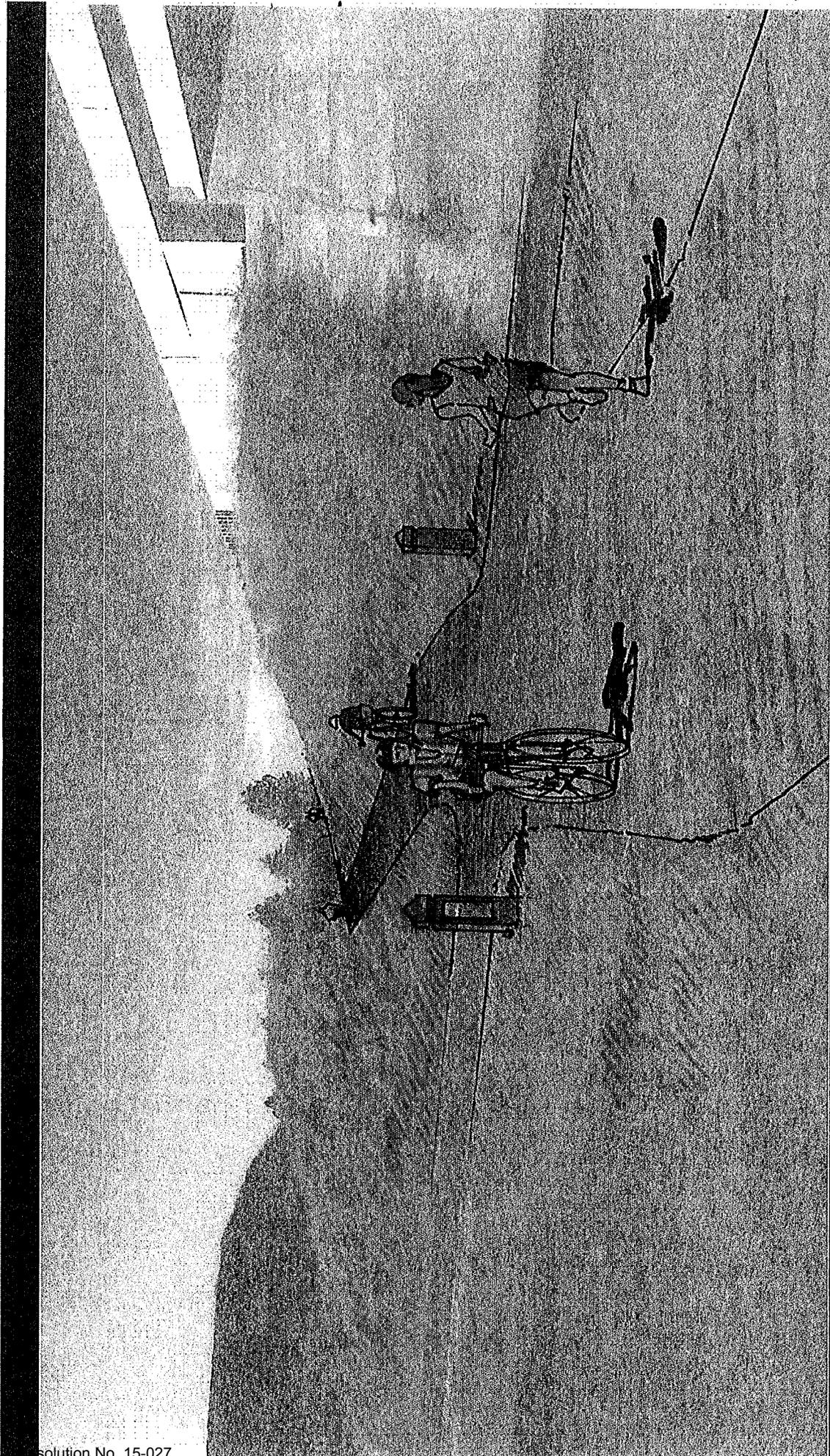
We used a consultant, Welch Comer, to provide preliminary quantities and Preliminary Engineer's Opinion of Probable cost based on recent bid prices within the industry in our area. Welch Comer has also completed several federal-aid projects for area cities, ITD, and LHTAC and understands the federal-aid design process.





CITY OF COEUR D'ALENE
 1.8 MILE "LOOPED"
 TRAIL SYSTEM
WELCH-COMER
 ENGINEERS - SURVEYORS



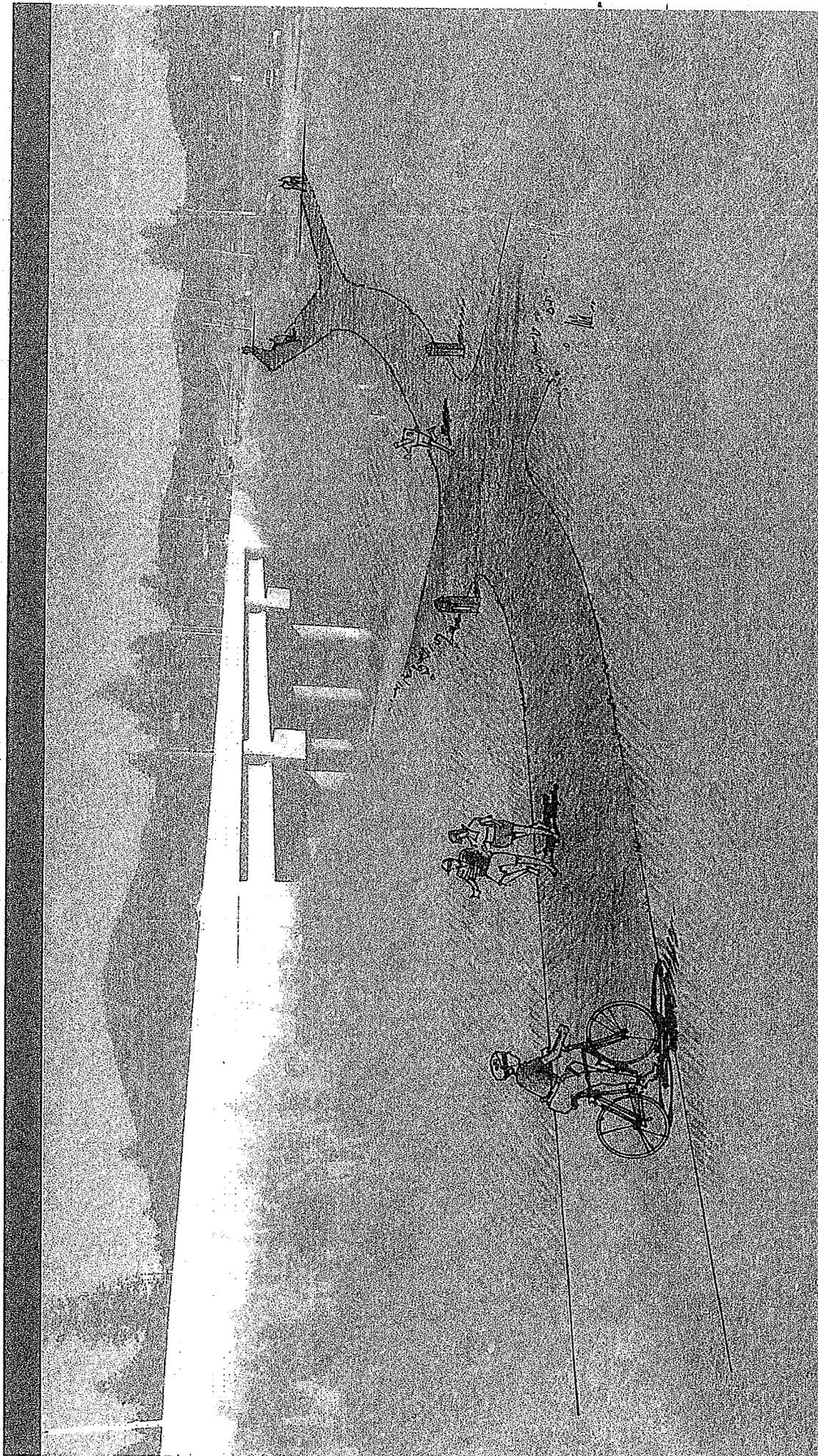


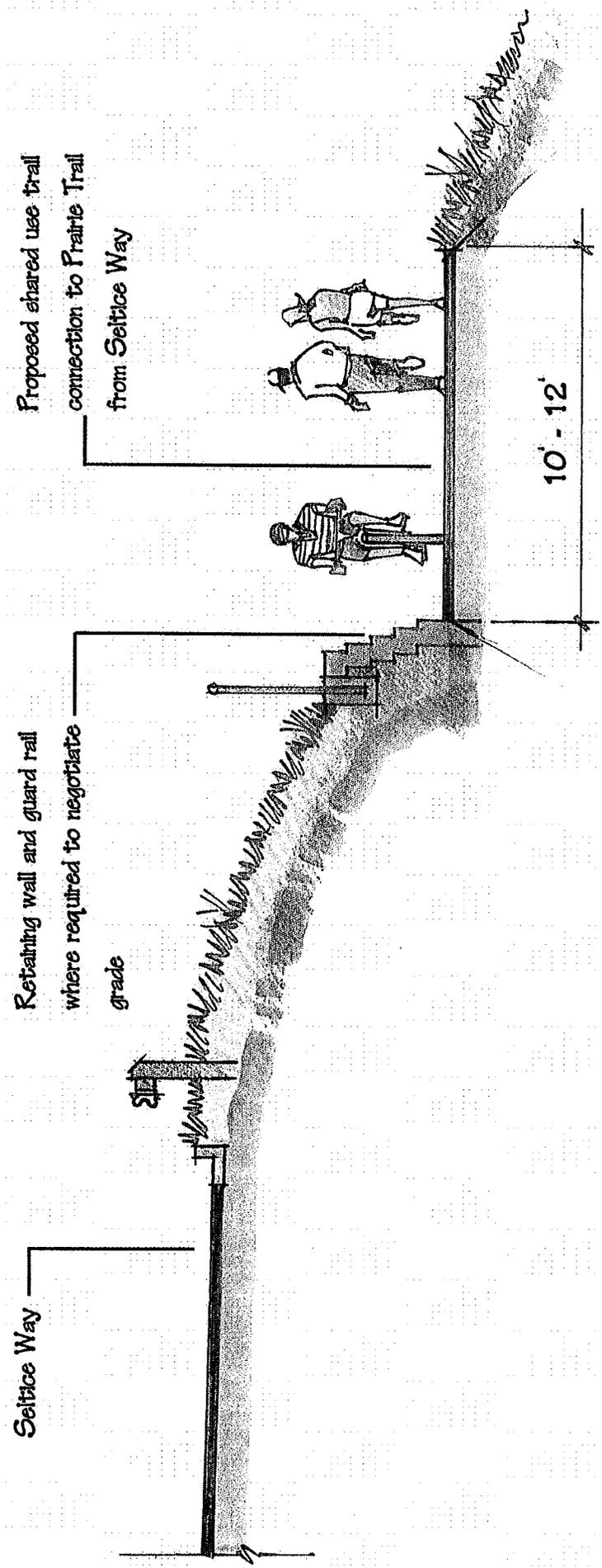
Solution No. 15-027

Seltice Trail Conceptual Design

January, 2014

WELCH-COMER
ENGINEERS + SURVEYORS





Seltice Trail Cross Section
Conceptual Design Looking East

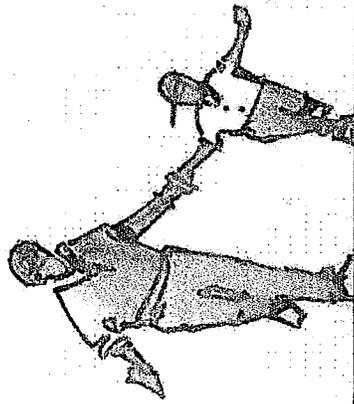
January, 2014

WELCH-COMER
ENGINEERS + SURVEYORS

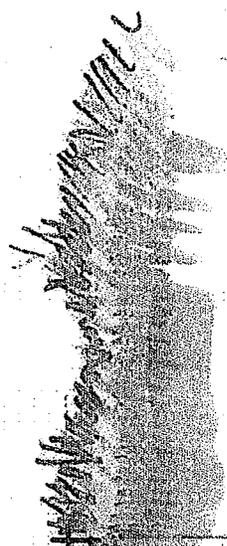


Seitice Way

Concrete sidewalk adjacent
Seitice Way



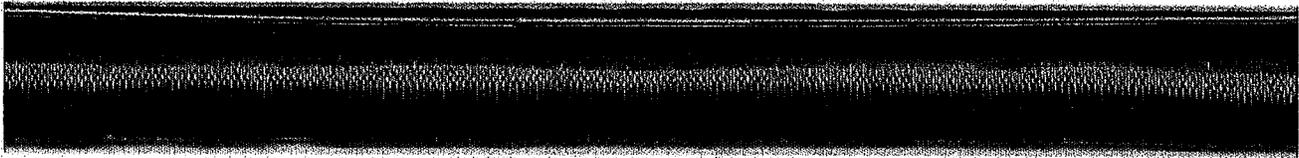
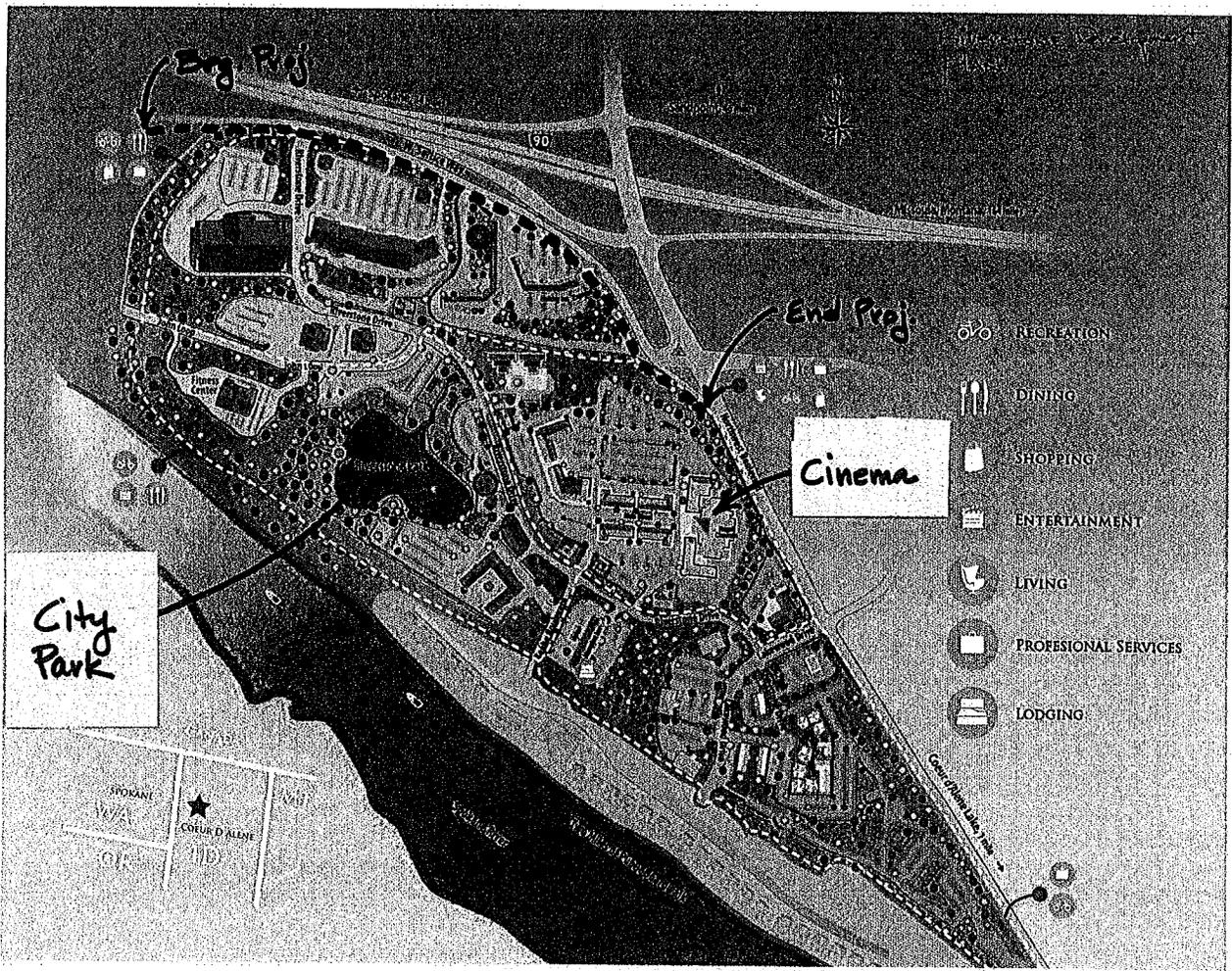
8'0"



Seitice Trail Cross Section - Sidewalk
Conceptual Design

January, 2014

WELCH-COMER
ENGINEERS SURVEYORS



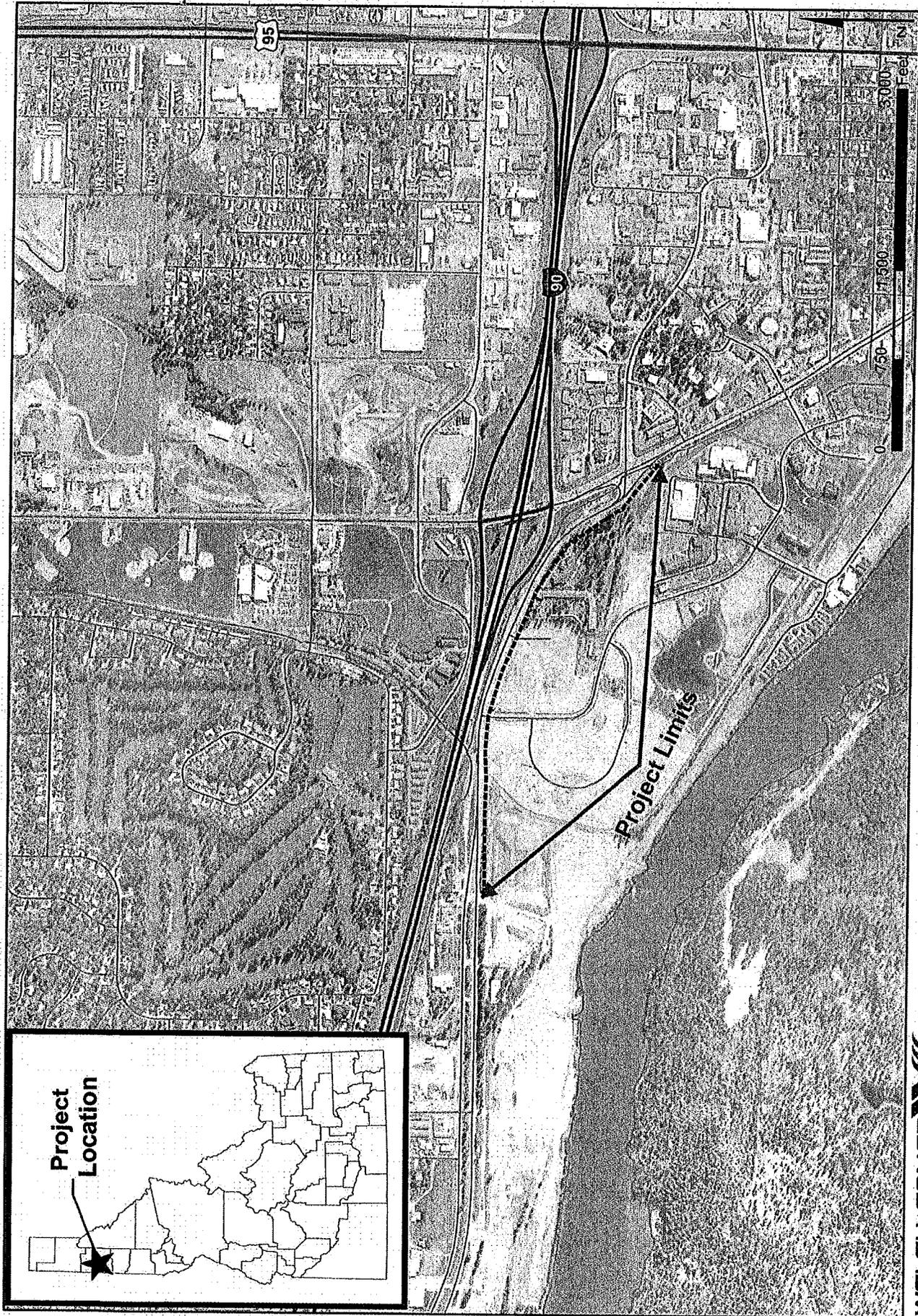
CityLink
Ridership

January 2014: C-Routes (CDA and Hygien) (AU)

	GENERAL WHEELCHAIR	STUDENT & IS WHEELCHAIR	STUDENT WHEELCHAIR	SENIOR WHEELCHAIR	SENIOR WHEELCHAIR	DISABLED AMBULATORY	EMPLOYEE	TOTAL
1	88	0	16	117	0	94	0	322
2	297	0	35	14	0	50	0	400
3	284	0	25	38	0	39	0	388
4	201	1	28	20	0	27	0	282
5	174	0	20	48	0	14	0	264
6	113	1	11	188	0	121	0	435
7	154	2	16	177	0	129	0	482
8	120	0	12	157	0	198	0	482
9	343	1	5	47	0	61	0	468
10	241	0	20	78	0	38	0	382
11	207	0	18	24	0	21	0	276
12	168	0	10	43	0	16	0	223
13	88	0	23	314	0	139	0	668
14	164	0	24	192	0	116	0	488
15	144	0	15	209	0	153	0	523
16	357	0	6	29	0	38	0	442
17	292	1	19	75	0	40	0	433
18	211	0	20	33	0	32	0	304
19	140	0	8	39	0	11	0	205
20	68	1	6	243	0	148	0	468
21	150	0	16	201	0	126	0	497
22	162	0	3	235	0	163	0	569
23	386	0	8	21	0	38	0	468
24	387	1	30	73	0	37	0	538
25	285	0	39	32	0	39	0	402
26	170	0	18	51	0	18	0	264
27	141	0	31	225	0	147	0	545
28	194	0	8	240	0	134	0	540
29	193	0	10	133	0	61	0	402
30	116	0	21	45	0	37	0	188
31	308	0	23	70	0	4	0	441
GENERAL	6,284	8	542	3,411	1	2,249	4	12,669
TOTAL	6,447							12,669

High percentage of
Student's senior use
of CityLink

* 4% are children ages 6-18 yrs
18% are seniors



Sources:
 Kootenai County GIS Dept.
 Idaho State Tax Commission
 Dept. of Interior Aerial (Spokane, WA 2009)
 PROJECT NO. P2013
 DRAWN BY AW
 FILENAME SelticeTrailVicinity

Community Choices Seltice Way Sidewalk and Multi-Use Path City of Coeur d'Alene

WELCH-COMER
 ENGINEERS & SURVEYORS

www.welchcomer.com 208-664-9382
 350 E. Kathleen Ave. (toll free) 877-815-5672
 Coeur d'Alene, ID 83815 (fax) 208-664-5946

Exhibit B
Non-Discrimination Agreement for Local Public Agencies

Title VI Program

Organization and Staffing

Pursuant to 23 CFR 200, the Sponsor has designated a Title VI Coordinator who is responsible for monitoring practices, procedures, policies, and documents for compliance with Title VI. This individual is the designated liaison for Title VI program activities and for coordinating compliance monitoring with the Idaho Transportation Department Equal Employment Opportunity Office.

Assurances of Non-Discrimination

49 CFR Part 21.7

The Sponsor hereby gives assurances:

1. That no person shall on the grounds of **race, color, or national origin**, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the Sponsor regardless of whether those programs and activities are Federally funded or not. The Federal-aid Highway Transportation Act of 1973 added **sex** to the list of prohibitive factors. **Disability** was added through Section 504 of the Rehabilitation Act of 1973. **Age** was subsequently added in 1975 under the Age Discrimination Act. **Minority populations and low-income populations** were added by Presidential Executive Order 12898. **Limited English proficient persons** was added by Presidential Executive Order 13166.
2. That it will promptly take any measures necessary to effectuate this agreement.
3. That each program, activity, and facility (i.e. lands change to roadways, park and ride lots etc.) as defined at 49 CFR 21.23(b) and (e), and the Civil Rights Restoration Act of 1987 will be (with regard to a program or activity) conducted, or will be (with regard to a facility) operated in compliance with the nondiscriminatory requirements imposed by, or pursuant to, this agreement.

Further assurance is given that the Sponsor will comply with all requirements of **Title II of the Americans with Disabilities Act of 1990 (ADA) and Section 504 of the Vocational Rehabilitation Act of 1973**. Public agencies are required to have completed a self-evaluation of all their programs and services (including pedestrian facilities) by 1992. In addition, public agencies with 50 or more employees were required to develop an ADA Transition Plan describing in detail how corrections would be made. If corrections could not be made within one year (or 1993), the Plan was to include a detailed schedule of how corrections would be made (CFR 28 35.105 & 35.150).

4. That these assurances are given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Sponsor by the Idaho Transportation Department (ITD) under the Federally-Funded Program and is binding on it, other recipients, sub-grantees, contractors, sub-contractors, transferees, successors in interest and other participants.
5. That the Sponsor shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federally-Funded programs and, in adapted form all proposals for negotiated agreements: *The (Sponsor), in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this*

Attachment 1

This Attachment is to be inserted in every contract subject to Title VI of the Civil Rights Act of 1964 and associated Regulations.

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to ITD or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance

In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part

Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request ITD enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

Attachment 2

The following clauses shall be included in any and all deeds affecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

GRANTING CLAUSE

NOW THEREFORE, Department of Transportation, as authorized by law, and upon the condition that the state of Idaho will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways and the policies and procedures prescribed by the United States Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally assisted programs of the Department of Transportation ITD (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 USC 2000d to 2000d - 4) does hereby remise, release, quitclaim, and convey unto the state of Idaho all the right, title, and interest of the Department of Transportation in and to said land described in Exhibit A attached hereto and made a part thereof.

HABENDUM CLAUSE

TO HAVE AND TO HOLD said lands and interests therein unto the state of Idaho, and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which the federal financial assistance is extended or for another purpose involving the provisions of similar services or benefits and shall be binding on the state of Idaho, its successors, and assigns.

The state of Idaho, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (,) (and)* (2) that the state of Idaho, shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination of federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (,) and (3) that in the event of breach of any of the above mentioned non-discrimination conditions, the department shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.¹

¹ Reverter Clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

Local Public Agency's Certificate Of Completion Of Right-Of-Way Activities

Idaho Transportation Department



Key Number	Project Number	Project Name
		Seltice Way Sidewalk and Mult-Use Path
Local Public Agency		
City of Coeur d'Alene		

Complete the applicable section below and the Certification section.

Right of Way is Not Required

- All work will be done within the existing right of way
- No utilities are involved in this project
- Utilities are impacted and agreements are in place. Number of Utilities _____

Right of Way is Required

- Number of ownerships acquired _____ Total amount paid \$ _____
- Number of parcels in condemnation or pending final settlement _____
- Number of Relocations _____
- No utilities are involved in this project
 - Utilities are impacted and agreements are in place. Number of Utilities _____

Certification

I hereby certify that all acquisitions and relocations, if any, were performed in accordance with our assurances to comply with state and federal laws and regulations related to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and amendments thereto.

It is further certified that in all cases where the real property rights were obtained through donation, that the property owner(s) was fully informed of the right to receive just compensation and the owner has released our agency from its obligation to appraise the property in the event that the estimated value may exceed \$5,000.00.

Agency Contact's Name (Printed)	Phone Number	E-Mail Address	
Gordon Dobler, PE	(208)769-2284	gordon@cdaid.org	
Attestor's Signature (Clerk or Secretary)	Date	Chairman, President, or Mayor's Signature	Date
	02-04-14		02-04-14

Site Checklist

PART 1: QUESTIONS

1. Applicant: City of Coeur d'Alene
2. Project Name: Seltice Way Sidewalk and Multi-Use Path
3. Project Manager: Gordon Dobler, PE – City Engineer
4. Contact Information for Project Manager: 710 E Mullan Ave, Coeur d'Alene, ID 83814;
gordon@cdaid.org
5. Has the Applicant previously completed a federal aid project? Yes
6. Does the Applicant acknowledge that receipt of funds requires compliance with several federal and state requirements, including but not limited to wage, equal opportunity, and environmental requirements? X Yes
 - a. *See Part 3 for a summary of the key requirements. This list is not exhaustive.*

7. Facility information (for bicycle/pedestrian projects, as applicable):

*Attach cross-sectional sketch of proposed facility (may be hand-drawn).

Bicycle facilities (if applicable):

- X Shared use pathway Sharrow Striped bicycle lane
 Widened shoulder Other _____

Width of pathway, bicycle lane, shoulder, etc.: 10 feet Length: 0.2 mile

Distance from curb (for pathways): Varies – 5 foot minimum

Materials used: X Asphalt Concrete Other _____

Pedestrian facilities (if applicable):

- Sidewalk X Sidewalk with curb and gutter
 Other _____

Width of sidewalk or other pedestrian facility: 8 foot Length: 0.5 mile

Distance from curb (for sidewalks): 0



Free public transportation serving Southern Kootenai and Western Benewah Counties

Alan Eirls
Transportation Manager

January 14, 2014

Gordon Dobler, City Engineer
City of Coeur d'Alene
710 Mullan Avenue
Coeur d'Alene, Idaho 83814

Re: Support for Seltice Way Sidewalk and Multi-Use Path

Dear Mr. Dobler,

The City has informed us that they plan to apply for a grant to add a sidewalk/multi-use path along Seltice Way from about 1,100 feet west of the Prairie Trail to Northwest Boulevard. They also indicated that the project also includes connecting the sidewalk to the Prairie Trail.

Citylink strongly supports the City's grant application for this project. We operate a transit facility on the south side of Seltice Way within the limits of the proposed sidewalk. The proposed sidewalk will improve access to the transit facility, especially among non-motorized users. Citylink serves approximately 415,000 users annually and many of them use the transit center located at Riverstone.

We believe the sidewalk and multi-use path would be a valuable addition to the community and would provide a vital connection between the Prairie Trail, Centennial Trail, Northwest Boulevard, and the Riverstone development that many people throughout the community - including Citylink riders - would use.

Sincerely,

A handwritten signature in black ink, appearing to read "Alan Eirls". The signature is fluid and somewhat abstract, with several loops and overlapping lines.

Alan Eirls
Citylink Transportation Manager

877.941.RIDE (7433) • Fax 208-665-5204 • www.idahocitylink.com
37914 South Nukwalqw Road, Worley, Idaho 83876-0236



NORTH IDAHO
CENTENNIAL TRAIL FOUNDATION

January 20, 2014

Gordon Dobler, City Engineer
City of Coeur d'Alene
710 Mullan Avenue
Coeur d'Alene, Idaho 83814

Re: Support for Seltice Way Sidewalk and Multi-Use Path

Dear Mr. Dobler:

The City plans to apply for Community Choices funds through the Idaho Transportation Department to add a sidewalk/multi-use path on Seltice Way from about 1,100 feet west of the Prairie Trail to Northwest Boulevard. They also indicated that the project also includes connecting the proposed sidewalk to the Prairie Trail.

The Centennial Trail parallels I-90 through this area on the north side of Seltice Way and then crosses Seltice Way as the Centennial Trail continues southeast along Northwest Boulevard and down into the Riverstone Development. The proposed sidewalk will be on the south side of Seltice Way and fills a gap non-motorized access in this area. Because of the close vicinity of the Centennial Trail in this area, we expect that many of our users will also utilize the proposed sidewalk/multiuse path to access Riverstone, the Citylink Transit facility, and the hotels and retirement home located along this stretch.

The North Idaho Centennial Trail Foundation is happy to support the City's efforts in completing gaps in the non-motorized network within our region.

Sincerely,

John Bruning, Chairman
North Idaho Centennial Trail Foundation



COEUR D'ALENE

A CITY OF EXCELLENCE

LETTER OF MATCH COMMITMENT

February 20, 2014

To: Idaho Transportation Department – Division of Transportation Performance

Subject: Commitment of available matching funds for the Seltice Way Sidewalk and Multi-Use Path

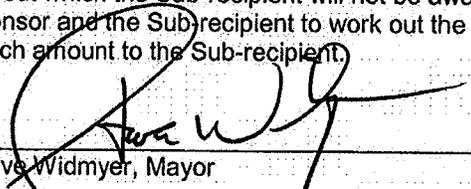
This letter will verify that, the City of Coeur d'Alene will support the above referenced project as follows:

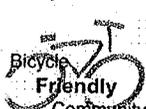
Match Amount: \$79,040.00
Match Source: Cash
Match Period: October 1, 2014 – October 1, 2015

Check One:

- There are no contingencies for the committed match.
- The following contingencies apply to the committed match:
 - Sponsor budget approval
 - The following contingencies apply to the committed match:
 - Sponsor budget approval
 - Other (please specify)

By submitting this letter of match commitment, the City of Coeur d'Alene understands and undertakes the financial commitment to provide a source of local funding to the Sub-recipient, without which the Sub-recipient will not be awarded federal funds. It is the responsibility of the Sponsor and the Sub-recipient to work out the mechanisms by which the Sponsor will provide the match amount to the Sub-recipient.


Steve Widmyer, Mayor



208.769.2204 • Fax 208.769.2284 • 710 East Mullan • Coeur d'Alene, Idaho 83814-3958

January 13, 2014

Gordon Dobler, City Engineer
City of Coeur d'Alene
710 Mullan Avenue
Coeur d'Alene, Idaho 83814

Re: Support for Seltice Way Sidewalk and Multi-Use Path

Dear Mr. Dobler:

We understand that the City is applying for a grant to add a sidewalk on Seltice Way between Northwest Boulevard and the Prairie Trail.

North Star Retirement Community is an independent and assisted living facility that encourages an active senior lifestyle. Adding the sidewalk along Seltice Way will enable our residents to safely walk to the Prairie Trail, Centennial Trail, Riverstone development, and the Citylink Transit facility.

We anticipate that residents of North Star will use this sidewalk and multi-use path often. The proposed sidewalk and trail will have a positive effect on our residents' health by encouraging recreational opportunities and physical activity.

North Star Retirement Community is happy to support the City with their grant application.

Sincerely,


Christie Robinson
Business Office Manager
North Star Retirement Community
2340 W Seltice Way
Coeur d'Alene, Idaho 83814

PART 3: SUMMARY OF REQUIREMENTS FOR FEDERAL AID RECIPIENTS

Applicants should keep in mind that receipt of federal funds requires compliance with the following federal and state requirements (note: this is not an exhaustive list):

1. **Equal Opportunity** requirements (non-discrimination) for construction contracts in excess of \$10,000. The non-discrimination requirements apply to a wide range of project elements, including contracting opportunities. A non-discrimination agreement must be signed as part of the award process, and records must be kept to show compliance. Disadvantaged Business Entity (DBE) requirements might apply.
2. **Minimum wage requirements (Davis-Bacon Act) and anti-kickback requirements (Copeland Act)** for construction contracts in excess of \$2,000. Records must be kept to show compliance.
3. **No use of federal funds for lobbying**, for construction contracts in excess of \$100,000.
4. **National Environmental Policy Act (NEPA).**
 - a. The National Environmental Policy Act requires federal actions (including local transportation projects receiving federal aid) to be evaluated for potential impacts to the environment. ITD and the FHWA jointly conduct this review.
 - i. For major actions that significantly affect the quality of the human environment, an Environmental Impact Statement (EIS) must be prepared. This is a lengthy (and expensive) process that requires consideration of alternatives, analysis of impacts, and compliance with a series of public notice and comment periods. Projects requiring an EIS would not be able to be completed within Community Choices time constraints.
 - ii. For projects in which the significance of the environmental impact is uncertain, an Environmental Assessment (EA) must be prepared. This document is more limited in scope than an EIS, and the procedure is not as lengthy. If through the EA process it is determined that there will not be significant impacts, a Finding of No Significant Impact (FONSI) is issued. If it is determined that there will be significant impacts, an EIS must be prepared.
 - iii. Most federal aid projects qualify for a "categorical exclusion," meaning that the project will not have a significant effect on the human environment. For these projects, neither an EIS nor an EA need be prepared. Federal regulations have identified several project types that typically receive a categorical exclusion (such as installation of utilities along a road; construction of bicycle and pedestrian paths; landscaping; installation of fences, signs, pavement markings and traffic signals, where no substantial land acquisition or traffic disruption would occur; alterations to facilities to make them accessible to elderly and handicapped persons; and other types of projects). Even though a proposed project might fall within an exclusion category, applicants must obtain clearance from ITD.
 - iv. Contact District Environmental Staff (listed at <http://itd.idaho.gov/enviro/District.Staff.htm>) for assistance with navigating the environmental review process.

5. Compliance with audit requirements:
 - a. An entity expending \$500,000 or more in a year in combined Federal awards (including any funds received from Federal sources outside ITD: US federal contracts, subcontracts, loans grants, subgrants, and/or cooperative agreements) requires an A-133 Single Audit or program-specific audit each fiscal year.
 - b. An entity whose annual budget (from all sources) exceeds \$250,000 and expends any amount in a year in combined Federal awards are required to have a full and complete audit of financial statements each fiscal year.
 - c. An entity whose annual budget (from all sources) exceeds \$100,000 but does not exceed \$250,000 and expends any amount in a year of combined Federal awards has a minimum requirement of financial statements audit on a biennial basis. Biennial audits shall include an audit of each fiscal year since the previous audit.
 - d. An entity whose annual budget (from all sources) exceeds \$50,000 but does not exceed \$100,000 and expends any amount in a year of combined Federal awards has a minimum requirement of financial statements review on a biennial basis. Biennial review shall include a review of each fiscal year since the previous review.
 - e. An entity whose annual budget (from all sources) does not exceed \$50,000 and expends any amount in a year of combined Federal awards has a minimum requirement of financial statements review by ITD on a biennial basis. Biennial ITD reviews shall include a review of each fiscal year since the previous review.
6. Compliance with Americans with Disability Act requirements. This includes a compliance Self-Evaluation, and for agencies with 50 or more employees, an ADA Transition Plan. Transition Plans identify physical obstacles to accessibility, describe methods to make facilities accessible, specify a schedule for completion, identify a responsible official, estimate the cost of each modification, and record completion dates.
7. Compliance with U.S. Office of Management and Budget (OMB) circulars on allowable costs, as follows:

For the costs of a:	Use the principles in:
State, Local or Indian Tribal Government	2 CFR 225
Private, nonprofit organization other than an (1) institution of higher education, (2) hospital, or (3) organization named in 2 CFR 230 as not subject to that circular	2 CFR 230
Educational institution	2 CFR 220
For-profit organization other than a hospital and an organization named in 2 CFR 230 as not subject to that circular	48 CFR Part 31, Contract Cost Principles and Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the Federal agency.

8. Compliance with ITD Grant Administration Team reimbursement requirements. Recipients must request reimbursement of an expense within 60 days or the expense will not be reimbursed. ITD has up to 30 days to issue the reimbursement.
9. Compliance with minimum liability insurance requirements. Contractors must have comprehensive public and general liability insurance of at least \$500,000.00 per occurrence, and \$1,000,000.00 aggregate.

Project Cost Summary Sheet



Round Estimates to Nearest \$1,000

Key Number TBD	Project Number TBD	Date 12/16/2013
Location Selfice Way Sidewalk and Multi-Use Path		District D1
Segment Code	Begin Mile Post	End Mile Post
Length in Miles		

	Previous ITD 1150	Initial or Revise To
1. Preliminary Engineering		\$ 70,000.00
2. Right-of-Way: Number of Parcels Number of Relocations		\$ -
3. Utility Adjustments: <input checked="" type="checkbox"/> Work <input type="checkbox"/> Materials <input type="checkbox"/> By State <input type="checkbox"/> By Others		\$ -
4. Earthwork		\$ 41,500.00
5. Drainage and Minor Structures		\$ 5,000.00
6. Pavement and Base		\$ 52,800.00
7. Railroad Crossing: Grade/Separation Structure _____ At-Grade Signals <input type="checkbox"/> Yes <input type="checkbox"/> No		\$ -
8. Bridges/Grade Separation Structures: <input type="checkbox"/> New Structure Location _____ Length/Width _____ <input type="checkbox"/> Repair/Widening/Rehabilitation Location _____ Length/Width _____		\$ -
9. Traffic Items (Delineators, Signing, Channelization, Lighting, and Signals)		\$ 1,500.00
10. Construction Traffic Control (Sign, Pavement Markings, Flagging, and Traffic Separation)		\$ 10,800.00
11. Detours		\$ -
12. Landscaping		\$ 8,200.00
13. Mitigation Measures		\$ -
14. Other Items (Roadside Development, Guardrail, Fencing, Sidewalks, Curb and Gutter, C.S.S. Items)		\$ 126,400.00
15. Cost of Construction (Items 3 through 14)		\$ 246,200.00
16. Mobilization 10 % of Item 15		\$ 25,000.00
17. Construction Engineer and Contingencies 20 % of Items 15 and 16		\$ 54,000.00
18. Total Construction Cost (15 + 16 + 17)		\$ 325,200.00
19. Total Project Cost (1 + 2 + 18)		\$ 395,200.00
20. Project Cost Per Mile		

Prepared By:
MATTHEW R. GILLIS, P.E./ Welch Comer Engineers

City of Coeur d'Alene
 Selkirk Way Sidewalk
 Multi-Use Path

PROJECT SCHEDULE

Project Function	Year 2014			Year 2015			Year 2016		
	Quarter	Oct-Dec	Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun	Jul-Sep
State/Local Agreement & Consultant Services Agreement				X					
Project Concept						X			
Environmental Review						X			
Right-of-Way; Easement Acquisition						X			
Final Design							X		
Target Date for Funding Obligation							X		
Advertise & Award							X		
Construction									X

Environmental Screening

For Community Transportation Enhancement (CTE),
 Safe Routes to School (SR2S) and Scenic Byway Projects



Background - All project actions which involve a federal nexus (federal funds, federal permits or federal lands) must have an approved environmental document. ITD follows Federal Highway Administration guidelines for environmental documentation.

Responsibility - ITD will be responsible for the review and approval of the environmental document. The sponsor is responsible for the preparation of the environmental document. Pre-application coordination with the district office (environmental) is needed. In some cases the sponsor may arrange for ITD to complete all or part of the environmental documentation.

Purpose of Form - This form is not an environmental clearance. The questions screen for issues that could require additional analysis or work. If you answer yes to any of the following questions, the environmental requirements or impacts may be greater than expected. The impacts may not be compatible with your budget or schedule. You should seek further assistance from ITD regarding the viability of the project.

Contacts - For assistance with the environmental process please contact the ITD District Environmental Planner. An abbreviated environmental clearance is available for pavement marking projects.

Answer the following questions and explain in detail any response that is not clear from simply marking the box. When completed electronically, the form will expand to allow room for explanations.

Project Type/Scope of Work (i.e., landscaping, bike/pedestrian path, etc.)	Project Name/Location
Sidewalk and Multi-use path	Seltice Way Sidewalk and Multi-Use Path

	Yes	No
Right of Way/Property Impacts - Will the project require acquisition of temporary or permanent easements, or right of way? Is the project on, or through, federal lands or tribal lands? Will the project cause a temporary or permanent disruption to a commercial property or residential neighborhood? Explain: Construction will occur within the existing City right of way.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Traffic - Does the project add traffic lanes or traffic capacity? Explain:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Ground Disturbance - Does the project disturb more than one acre of land? Explain: The project disturbance is expected to be near one acre; therefore, a SWPPP may be necessary.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Stormwater - Where does the water (rain, snowmelt) from this project area drain? <input type="checkbox"/> Sheet flows to surface waters (canal, stream, lake) <input type="checkbox"/> Conveyed by ditch or pipe to surface waters <input type="checkbox"/> Storm Sewer System (Municipal system) <input checked="" type="checkbox"/> Infiltrate in Place (retention pond or topography with no drainage outlet [low area]) <input type="checkbox"/> Other - if none of the above conditions Explain: This area has well draining soils. Runoff will be conveyed to the roadside swales where it infiltrates.		
Surface Waters - Does the project site contain any boggy, swampy, or wetland areas? Does the project impact (fill or temporarily impact) any wetland, stream, lake or other water body? Explain:	<input type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
Cultural Resources - Are there historical structures (such as buildings, bridges, canals, etc) over 45 years old within or adjacent to (in some cases within view) of the proposed project site? Explain: No structures are close to the roadway in the proposed locations.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	Yes	No
Section 4f - Is the project site located next to or a part of a special designated land use (i.e., designated park, wildlife refuge, historic district, etc)? Check with local land use map for information. Explain:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Hazardous Waste - Is there any indication of waste spill or stain on the project site? Are there any gas stations, dry cleaner, or other industrial facilities adjacent to the project? Explain:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Public Involvement - Based on your public involvement, has any public controversy or issue been identified? Do you anticipate any temporary or permanent disruption to a commercial property or residential neighborhood (access changes or detours, construction noise etc?) Explain: Project is in line with community non-motorized transportation goals & stakeholders are supportive	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Irrigation - Does the project require irrigation? Describe whether the project will require watering and what source will be used for watering. Explain:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Right of Way Encroachment - Are there any signs, trees or other features you plan to locate within ITD right of way? Explain: Project is entirely within City right of way.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Offsite Work - Will the project require off-site grading, excavation or trenching for utilities, lighting, drainage or other work? Explain:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Describe any other known or suspected environmental issue that has not been covered None.		
Preparer's Printed Name Melissa L. Cleveland	Title Project Manager	Agency or Firm Welch Comer Engineers
Signature <i>Melissa L. Cleveland, PE</i>		Date 2-19-14

- ITD Use Only -

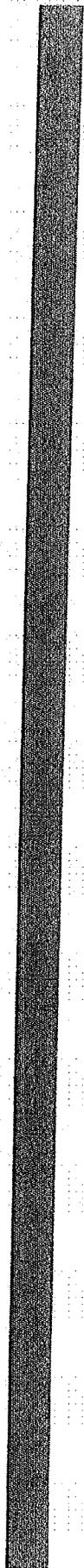
Recommendation

- Based on the information in the project application and on this form, the project is likely to be eligible for a Categorical Exclusion.
- Based on the information in the project application and on this form, there were environmental areas of concern that should be further discussed prior to funding this project.
- There was not enough information in the project application and on this form to assess potential environmental issues.

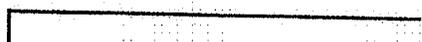
Comment

****We were told this was not required prior to grant submittal unless the project was in ITD right of way. This project is entirely within City right of way.**

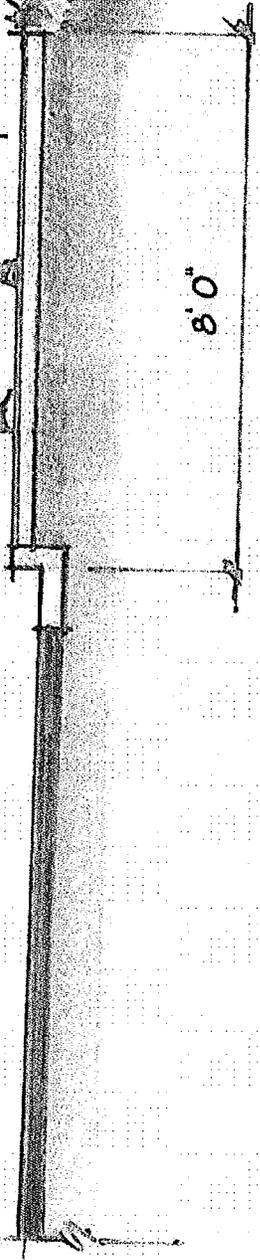
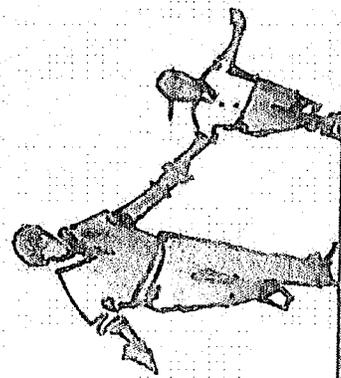
Printed Name	Title District Environmental Planner
Signature	Date



Seltice Way



Concrete sidewalk adjacent
Seltice Way



8'0"

Seltice Trail Cross Section - Sidewalk
Conceptual Design

JANUARY, 2014

WELCH-COMER
ENGINEERS-SURVEYORS

PART 2: FORMS

- A. Environmental Screening Form
- B. Project Cost Summary Sheet (for infrastructure projects)

Instructions:

1. Line 16 of this form is for Mobilization, calculated as a percentage of the construction items listed on Lines 3 through 14. It is up to the Applicant to determine the appropriate percentage for the project, but 5 to 10% would be considered typical.
 2. Line 17 of this form is for Construction Engineering and Contingencies, calculated as a percentage of the construction items listed on Lines 3 through 14 and the Mobilization cost listed on Line 16. Again, it is up to the Applicant to determine the appropriate percentage for the project, but 15% would be considered typical, with 10% allocated to Construction Engineering and 5% allocated to Contingencies.
- C. Cost Estimate for Non-Infrastructure Projects: Safe Routes to School (for safe routes to school non-infrastructure projects)
 - D. Project Schedule (for infrastructure projects)

Materials used: Asphalt Concrete Other _____

Number of curb ramps: -0-

Planned or existing curb radii: N/A

Questions applicable to bicycle or pedestrian facilities:

This project is:

Part of Road Widening Part of Existing Road

Standards used:

AASHTO Idaho State Public Works Construction

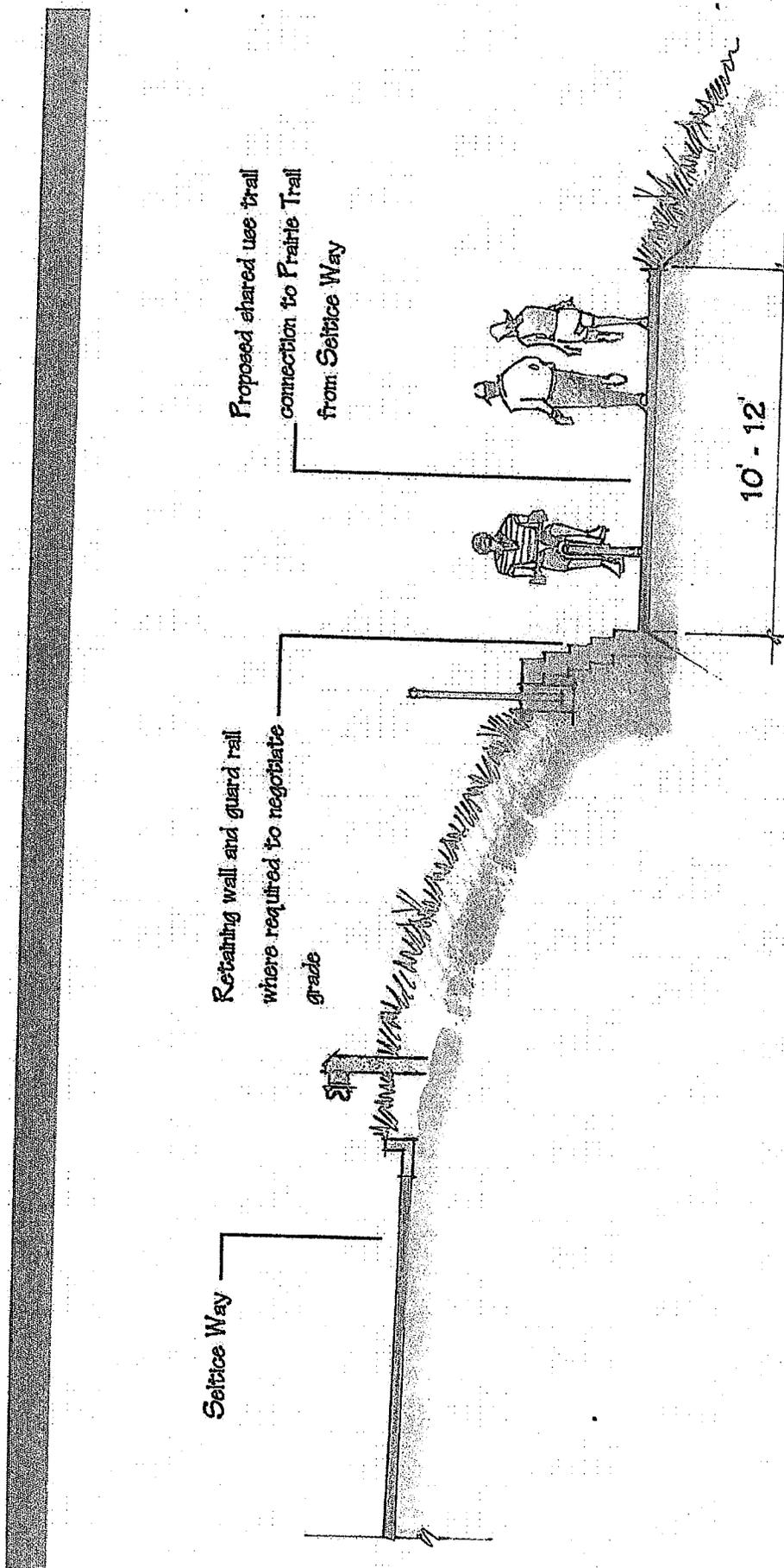
ITD Local

Any areas where facility will narrow to accommodate trees, signs or other obstructions? Yes No

If yes, explain: _____

What is the plan for maintaining the facility after construction is complete? City code requires sidewalks along the business frontage to be maintained by the abutting property owners. In areas where the property is undeveloped, the sidewalk/path will be maintained by the City.

Does your community normally require sidewalks or other pedestrian/bicycle improvements as a condition of subdivision or site plan approval (explain)? Our code requires sidewalk installation with all new construction (with some minor exceptions). In addition, we have and adopted bikeways and trail master plan, developers are required to construct these improvements when developing the abutting property.



Seitice Trail Cross Section
 Conceptual Design Looking East

January, 2014

WELCH-COMER
 ENGINEERS & SURVEYORS

Whitewater Creek, Inc.

8421 Government Way,
Hayden ID 83835
208-772-0178 FX 772-0178

January 13, 2014

Gordon Dobler, City Engineer
City of Coeur d'Alene
710 Mullan Avenue
Coeur d'Alene, Idaho 83814

Re: Support for Seltice Way Sidewalk and Multi-Use Path

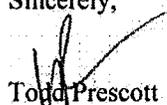
Dear Mr. Dobler:

I understand that the City is applying for a grant to add a sidewalk/multi-use path on Seltice Way from approximately 1,100 feet west of the Prairie Trail to Northwest Boulevard. This project also includes a connection from the proposed sidewalk to the Prairie Trail.

My company is developing portions of the Riverstone development into multifamily housing. I support the City's efforts to connect the hotels and retirement community on the south side of Seltice to the Prairie Trail, Centennial Trail, Riverstone development, and the Citylink Transit facility. The proposed improvements will also improve non-motorized connectivity from my company's multi-family units to Northwest Boulevard and other portions of the City.

I am pleased to support the City with their grant application.

Sincerely,


Todd Prescott
Whitewater Creek inc.

ANNOUNCEMENTS

Memo to Council

DATE: June 11, 2015

RE: Appointments to Boards/Commissions/Committees

The following appointment is presented for your consideration for the June 16th Council Meeting:

ROD COLWELL LAKE CITY DEVELOPMENT CORPORATION BOARD

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

Sincerely,

Amy Ferguson
Executive Assistant

cc: Renata McLeod, Municipal Services Director
 Tony Berns, LCDC Executive Director

OTHER COMMITTEE MINUTES
(Requiring Council Action)

June 8, 2015
GENERAL SERVICES COMMITTEE
MINUTES
12:00 p.m., Library Community Room

COMMITTEE MEMBERS

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

CITIZENS SPEAKERS

AnnE Nesse
Margaret McGovern
Jacob Garringer

STAFF

Juanita Knight, Senior Legal Assistant (absent)
Renata McLeod, City Clerk
Warren Wilson, Chief Civil Deputy City Attorney
Troy Tymesen, Finance Director
Mike Gridley, City Attorney
Melissa Tosi, Human Resources Director
Jim Hammond, City Administrator
Keith Erickson, Communications Coordinator

Item 1. Request for destruction of records.
(Resolution No. 15-027)

Melissa Tosi, Human Resources Director, is requesting Council approve the destruction of public records listed as:

- Temporary Employee Files (Semi-Permanent): 2009
- Recruitment Files (Temporary): All files May 2013 and prior
- Workers Compensation (Temporary): All files 2012 and prior
- Affirmative Action Data Questionnaire (Temporary): All files 2012 and prior
- Travel & Training Requests and Invoices (Semi-Permanent): 1990 - 1998

Mrs. Tosi said the records are either a temporary record (retention period no more than 2 years) or a semi-permanent record (retention period no longer than 5 years). The documents are all past the required retention period and no longer has value in being retained.

Councilmember Adams asked Mrs. Tosi if she has received any comments on the destruction of these records. Mrs. Tosi replied no.

MOTION: by Councilmember Adams, seconded by Councilmember Evans, to recommend that Council adopt Resolution No. 15-027 approving the destruction of public records as listed. Motion Carried.

Item 2. Approval of lease of city owned parking lots to the Chamber of Commerce to raise funds for the annual 4th of July fireworks show.
(Resolution No. 15-027)

Troy Tymesen, Finance Director, is requesting Council approve a lease agreement for City owned parking lots to the Chamber of Commerce on the 4th of July to generate revenue that will be used exclusively to defray the cost of the community fireworks display. Mr. Tymesen noted in his staff report that in the past the City has leased individual lots to entities that have wanted the space to display goods or conduct auctions. This proposal from the Chamber, and previously recommended by the Parking Commission, would allow the Chamber to lease the City owned parking spaces from the City for \$7.00 per space, the current fee for an event parking space. It is anticipated that this lease will generate approximately \$8,400 to the City's parking fund.

The Chamber is proposing to charge \$15.00 per car for parking on the 4th of July in order to generate income to assist with the cost of the fireworks display. The estimated gross income to the Chamber should be approximately \$9,600. The estimated cost of the fireworks display is \$30,000.00. The Chamber has taken on more responsibility for the traffic control expense on that day and will be paying for 23 traffic flaggers. This would be the sixth year of this partnership.

Councilmember Adams asked Mr. Tymesen if he has received any comments or concerns regarding this proposal. Mr. Tymesen replied no.

MOTION: by Councilmember Evans, seconded by Councilmember Adams, to recommend that Council adopt Resolution No. 15-027 approving a lease agreement with the Chamber of Commerce to lease City owned parking lots on the 4th of July to generate revenue. Motion Carried.

Item 3. Donation of land from LCDC.
(TABLED TO JUNE 22, 2015)

Item 4. Request for November Advisory Vote and / or code creation for minimum wage increase.
(TABLED TO NOVEMBER 2015)

Renata McLeod, City Clerk, is requesting Council direction in regard to a request for an Advisory Vote and / or creation of Municipal Code to increase minimum wage. Mrs. McLeod noted in her staff report that the City initially received a request from Anne Nesse to review ballot language for an Initiative on the November 2015 ballot. The City Attorney's office provided a Certificate of Review and returned it to Ms. Nesse on April 21, 2015. Thereafter, she informed the City Clerk's office that she would like to proceed with requesting the City Council approve an amendment to the City code without going through the initiative process and request that the City Council conduct an advisory vote on the November ballot. Mrs. McLeod said Council is asked to consider the following options:

Advisory Vote: The City Council has the authority to place a question on the November 3, 2015 ballot. Ballot language is due to the County on September 14, 2015. This ballot question would be advisory and not binding to the adoption of future codes. As stated in the Certificate of Review the legal department believes that Idaho Code 50-301 and Idaho Code 50-302 prohibit the city from adopting codes in conflict and/or inconsistent with state code and that Idaho Code 44-1502 (1) requires that the state minimum wage shall track with the federally adopted minimum wage.

Draft Regulations: It is uncertain how a voluntary program would be established; however, if it is the Council's will; staff can continue to work with Ms. Nesse to draft regulations, resolution, and/or a program that would meet the Council's desire.

Consideration of tabling: It is staff's recommendation to table this matter until after the November 3, 2015 election, in order to determine if McCall Idaho's initiative passes and is thereafter challenged. This will allow the City of Coeur d'Alene to witness any court outcomes related to the municipal authority to enact regulations outside of the federally set minimum wage.

Warren Wilson, Chief Civil Deputy City Attorney, said approximately a month ago he sent a copy of the Certificate of Review to the Council. He indicated that he is somewhat skeptical that Idaho law gives Idaho

cities the authority to do this, unlike Washington and some other states. That is why he recommends seeing what happens in McCall. However, it is up to the Council to decide what option they want.

Councilmember Edinger said the General Services Committee has reviewed all the information provided by staff and Mrs. Nesse. He thanked Ms. Nesse for the information as well as getting people to attend this meeting.

Councilmember Evans said she has a great deal of respect for Mrs. Nesse's effort and work on this. She asked Mr. Wilson if we sought the Attorney General's opinion on this matter. Mr. Wilson said yes. He said the AG's sense is similar to his which is a bit skeptical that Idaho law would give cities the authority to do this. Mr. Wilson said the AG's analysis was a bit different but ultimately they arrived at the same conclusion as he did.

Councilmember Adams said he has seen a couple of reports from the AG's office online that gave similar analysis as Mr. Wilson and said we will see what happens in McCall.

Mrs. Nesse said she has a slightly different proposal than what Mr. Wilson implied which is an even softer ballot initiative. She said it could be as little as 'should the City Council study the minimum wage issue' so they wouldn't even have to have the law on it. Mrs. Nesse asked that two students be allowed to speak.

Margaret McGovern, a Junior at Lake City High School, spoke of her experience of living the hardships of lower middle class. She said she is here representing students that have a passion for learning but don't know how they can afford further education. Lower income people are pushed into this vicious cycle of poverty when they can't afford education. Students have the right to life, liberty, and the pursuit of happiness. But those who don't have a wealthy family are frequently deprived of an education. The best way to provide all students an equal chance at education is to raise the minimum wage. Therefore, she greatly encourages an advisory vote on minimum wage increase.

Jacob Garinger is a volunteer for Dr. and Mrs. Nesse this summer. He too is in support of an advisory vote on minimum wage within the City of Coeur d'Alene. He explained that data and analysis from diverse and objective sources indicate that increasing the minimum wage is good for both people and economies which ultimately creates a stronger consumer base. As wealth increases within communities health, education, and familial stability improves as well. Furthermore, research indicates an inverse correlation between minimum wage and poverty.

Mrs. Nesse said neither of the things they are asking for are subject to legal problems. She stated that there is no legal risk to an advisory vote on the November ballot because they are not approving the law. She asked Mr. Wilson if that is correct. Mr. Wilson said that is correct. Mrs. Nesse then said there is no legal risk in designing a motivational law that only rewards business' that comply with the motivational law and a motivational law cannot be repealed by the state legislature. She asked Mr. Wilson if that statement is correct. Mr. Wilson said it depends on how they structure it but they can certainly craft an opt-in program that is not a mandatory proposal. Mrs. Nesse said yes, non-mandatory, that is what they are asking for.

Councilmember Evans again applauded Mrs. Nesse and her group for their effort to raise the minimum wage. She said from her perspective there is a lot of uncertainties at this time and she is looking forward to seeing what happens in McCall. The outcome of McCall's initiative will be guidance to the City of Coeur d'Alene.

MOTION: by Councilmember Evans, seconded by Councilmember Adams, to table this matter until after the November vote in McCall, Idaho to see if challenges arise upon approval of local minimum wage codes. Motion Carried.

**Item 5. Revision of City Code Chapter 2.44 – LIBRARY BOARD to reflect current practice regarding appointments of Library Board members and current library reporting.
(Council Bill No. 15-1010)**

Bette Ammon, Library Director, is requesting Council approve a revision to City Code Section 2.44.015 – *Membership; Terms* and Section 2.44.020 - *Reports*. Mrs. Ammon said while recently reviewing the library board bylaws and Coeur d’Alene City Code, the board recommendation is to revise the code accordingly to reflect current practice.

Mrs. Ammon said this is a request from the Library Board. They have been reviewing the way the Library is mentioned in the City Code and the Library bylaws and the City Code does not reflect what is traditionally happening and has been happening for decades. The Board recommendation is to revise the code accordingly to reflect current practice.

Councilmember Evans asked Mrs. Ammon to expand on the proposed changes. Mrs. Ammon described the proposed changes to be made to the *Membership; Terms and Reports* generated for City Council.

MOTION: by Councilmember Evans, seconded by Councilmember Adams, to recommend that Council adopt Council Bill No. 15-1010 approving amendments to Municipal Code Section 2.44.015 - *Membership; Terms* and 2.44.020 - *Reports*. Motion Carried.

The meeting adjourned at 12:22 p.m.

Respectfully submitted,

Juanita Knight
Recording Secretary

**General Services COMMITTEE
STAFF REPORT**

DATE: June 8, 2015
FROM: Bette Amon
SUBJECT: **Revision of city code to reflect current practice regarding appointments of library board members and current library reporting**

DECISION POINT:

Revision of Coeur d'Alene Municipal Code Section 2.44.020

HISTORY:

While recently reviewing the library board bylaws and Coeur d'Alene City Code, the board recommendation is to revise the code accordingly to reflect current practice.

FINANCIAL ANALYSIS:

No cost

PERFORMANCE ANALYSIS:

NA

DECISION POINT/RECOMMENDATION:

See attached Code Revision suggestions per Library Board and Warren Wilson. The Library Board recommends revising the code per these suggestions.

Current code:

2.44.015: MEMBERSHIP; TERMS:

The terms for all members of the **library** board of trustees shall be as provided by Idaho Code section 33-2604, which states there shall be five (5) **library** trustees appointed by the mayor and council, from among city residents. One additional member shall be a high school student, who attends school within the boundary of School District 271, between the ages of fourteen (14) and eighteen (18) years old and shall serve in an advisory capacity only and may not vote. The mayor and city council shall appoint one person who is a resident of Kootenai County, but who does not reside in Coeur d'Alene, to be a liaison to the **library** board. The Kootenai County liaison shall not be one of the five (5) appointed trustees of the **library** board and shall not have voting rights. All terms shall be five (5) year appointments, with staggered terms for the appointed voting board of trustees, and shall commence on October 1 of the appropriate year and terminate September 30 of the appropriate year, except for the high school student whose term shall be for one year. Any trustee may be removed by the city council by the unanimous vote of all of its members. The liaison may be removed at any time by a majority vote of the city council and may be reappointed by a majority vote of the city council at the end of any term. (Ord. 3112 §4, 2003: Ord. 2572 §2, 1993: Ord. 2430 §1, 1992)

2.44.020: REPORTS:

A. The board of directors shall make the following reports to the council as follows:

A comprehensive monthly report including cumulative information for the fiscal year to date, not later than thirty (30) days following the end of each month.

B. Such reports shall state the conditions of their trust, and the various sums of money received for the library fund and their sources, and how much has been expended; the number of books and periodicals on hand and the number added by purchase, gift or otherwise during the period covered by the report or reports; the number lost or missed; the number of books loaned out and the general kind and character of such books with such other statistics and information and suggestions as they may deem of general interest and as the council may require. (Ord. 2572 §3, 1993: Ord. 1677 §1, 1981: prior code §2-6-5)

2.44.030: **DISSOLUTION:**

Should the library board fail, refuse or neglect to make such reports at the time provided for, and after five (5) days' notice by the mayor still refuse and neglect to make the same, upon the report of the mayor to the council that such board has failed, refused or neglected to make such report, such library board may be removed as allowed by law. (Ord. 2572 §4, 1993: prior code §2-6-8)

Suggested revision:

2.44.015: MEMBERSHIP; TERMS:

The terms for all members of the library board of trustees shall be as provided by Idaho Code section 33-2604, which states there shall be five (5) library trustees appointed by the mayor and council, from among city residents. One additional member shall be a high school student, who attends school within the boundary of School District 274 city limits of Coeur d'Alene, between the ages of fourteen (14) and eighteen (18) years old and shall serve in an advisory capacity only and may not vote. The mayor and city council shall appoint one person who is a resident of Kootenai County, but who does not reside in Coeur d'Alene, to be a liaison to the library board. The Kootenai County liaison shall not be one of the five (5) appointed trustees of the library board and shall not have voting rights. All terms shall be five (5) year appointments, with staggered terms for the appointed voting board of trustees, and shall commence on October 1 of the appropriate year and terminate September 30 of the appropriate year, except for the high school student whose term shall be for one year. Any trustee may be removed by the city council by the unanimous vote of all of its members. The liaison may be removed at any time by a majority vote of the city council and may be reappointed by a majority vote of the city council at the end of any term. (Ord. 3112 §4, 2003: Ord. 2572 §2, 1993: Ord. 2430 §1, 1992)

2.44/020: REPORTS:

- A. The board of trustees shall make monthly reports to council not later than thirty (30) days following the end of each month.
- B. Such reports shall include various sums of money received and their sources, expenditures, number of items added and deleted plus general circulation and program information, and other such information as they may deem of general interest and as the council may require.

ORDINANCE NO. _____
COUNCIL BILL NO. 15-1010

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTIONS 2.44.015 AND 2.44.020 TO CLARIFY THE MAKEUP OF THE LIBRARY BOARD AND THE NATURE OF REPORTS FROM THE LIBRARY BOARD TO THE CITY COUNCIL; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; PROVIDING THE PUBLICATION OF A SUMMARY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, after recommendation by the General Services Committee, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that said amendments be adopted; NOW, THEREFORE,

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

SECTION 1. *That Coeur d'Alene Municipal Code Section 2.44.015 is amended to read as follows:*

2.44.015: MEMBERSHIP; TERMS:

The terms for all members of the library board of trustees shall be as provided by Idaho Code section 33-2604, which states there shall be five (5) library trustees appointed by the mayor and council, from among city residents. One additional member shall be a high school student, who resides within the city limits who serves attends school within the boundary of School District 271, between the ages of fourteen (14) and eighteen (18) years old and shall serve in an advisory capacity only and may not vote. ~~The mayor and city council shall appoint one person who is a resident of Kootenai County, but who does not reside in Coeur d'Alene, to be a liaison to the library board. The Kootenai County liaison shall not be one of the five (5) appointed trustees of the library board and shall not have voting rights.~~ All terms shall be five (5) year appointments, with staggered terms for the appointed voting board of trustees, and shall commence on October 1 of the appropriate year and terminate September 30 of the appropriate year, except for the high school student whose term shall be for one year. Any trustee may be removed by the city council by the unanimous vote of all of its members. The liaison may be removed at any time by a majority vote of the city council and may be reappointed by a majority vote of the city council at the end of any term.

SECTION 2. *That Coeur d'Alene Municipal Code Section 2.44.020 is amended to read as follows:*

2.44.020: REPORTS:

A. ~~The board of directors shall make the following reports to the council as follows:~~

A comprehensive monthly report including cumulative information for the fiscal year to date, not later than thirty (30) days following the end of each month. The board of trustees shall make monthly reports to the City Council not later than thirty (30) days following the end of each month.

B. ~~Such reports shall state the conditions of their trust, and the various sums of money received for the library fund and their sources, and how much has been expended; the number of books and periodicals on hand and the number added by purchase, gift or otherwise during the period covered by the report or reports; the number lost or missed; the number of books loaned out and the general kind and character of such books with such other statistics and information and suggestions as they may deem of general interest and as the council may require.~~ Such reports shall include various sums of money received and their sources, expenditures, number of items added and deleted plus general circulation and program information, and other such information as they may deem of general interest and as the Council may require.

SECTION 3. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 4. Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the City of Coeur d'Alene City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

SECTION 5. The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

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

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on June 16, 2015.

APPROVED, ADOPTED and SIGNED this 16th day of June, 2015.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Amending Municipal Code Chapter 2.44 Library Board Membership, Terms and Reports

Insert Title ; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Amending Municipal Code Chapter 2.44 Library Board Membership, Terms and Reports, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 16th day of June, 2015.

Warren J. Wilson, Chief Deputy City Attorney

OTHER BUSINESS



To: Mayor Widmyer and City Council
From: Melissa Tosi; Human Resources Director
Re: Personnel Rule Amendments
Date: June 16, 2015

DECISION POINT: To authorize Resolution No. 15-028, authorizing the amendments of general housekeeping changes and amendments to **Rule I, Rule II, Rule III, Rule VI, Rule VII, Rule VIII, Rule IX, Rule XI, Rule XIII, Rule XIV** and adding **Rule XXIV** and **Rule XXV**, which includes the following:

- Change the word “Personnel Officer” to “Human Resources Director” where applicable as it relates to day-to-day duties.
- **Amending Rule I: General Provisions**
 - Section 2. Personnel Officer, delete Deputy.
 - Section 4. Competitive Service
 - update job titles
 - delete “exempted employees”, language outdated
 - update location of department head rule.
 - Section 16. Department Heads, delete language from this rule and replace amended language in its own stand-alone rule, **Add Rule XXV**, overall amendments include:
 - Adding City Administrator to the rule
 - Clarifying and defining department heads, appointed officers and library director in regards to appointment, supervision and termination
 - Vacation & sick leave usage will be reported in half day increments
- **Amending Rule II: Definitions**
 - Section 18. Part-time Employee, clarifying definition
 - Section 20. Regular appointed Employee, clarifying definition
 - Section 27. Temporary Employee, clarifying definition
- **Amending Rule III: Miscellaneous Provisions**
 - Section 5. Safe Work Practices Policy, removing outdated language
- **Amending Rule VI: Applications and Applicants**
 - Section 1. Announcement, update with current practice
 - Section 2. Application Forms, update with current practice and remove newspaper requirement to save expense and applicants are rarely going to newspaper editions anymore
- **Amending Rule VII: Examinations**
 - Section 1. Nature, Types and Notice of Examinations
 - (b) 5. Additional wording regarding promotional applicants
 - (c) 1. Notifying applicants of examination, update with current practice
 - (c) 2. Additional wording and clarification regarding lateral applicants
 - Section 2. Promotional Examinations, add language to refer to Rule XIII and update promotional exam process
 - Section 4. Conduct of Examination, clarifying language
- **Amending Rule VIII: Employment Lists**
 - Section 2. Add language for clarity
 - Section 4. Add language to address lack of applicants to choose from
- **Amending Rule IX: Method of Filling Vacancies**
 - Section 3. Certification of Eligibles, update language to certify entire list for an opening and remove current certification process of 8 names for each opening

- Section 4. Appointment, remove outdated language
- **Amending Rule XI: Attendance and Leaves**
 - Section 2. Vacation Leave
 - (b) Vacation Leave: delete redundant language due to temporary/seasonal positions are exempt from the competitive service
 - (c) Vacation Leave Accruals: (2) add language that is consistent with current practice
 - Section 3. Sick Leave, (a) Purpose: delete redundant language due to temporary/seasonal positions are exempt from the competitive service
- **Amending Rule XIII: Transfer, Promotion, Demotion, Suspension and Reinstatement**
 - Update language to allow an open competitive recruitment process to fill an opening at the Police Captain rank
 - Update language and timeframes for eligibility for promotional ranks
 - Delete seniority points for police department
- **Amending Rule XIV: Disciplinary Action – Layoff – Resignation**
 - Section 1. Disciplinary Action, (l), expand on expectation
- **Add Rule XXIV: Smoking Policy**, add new policy to create clear regulations to protect employees and members of the public who do not smoke.

HISTORY: A majority of the amendments are various housekeeping changes that will provide more clarity to the intent of the language. A few of the amendments that need additional explanation are as follows.

In 2014, the City Administrator position was adopted into our classification and compensation plan. As a result, the position needs to be added into our personnel rules since there is no longer contractual language addressing various terms of employment. Consequently, the entire rule was updated to better clarify and define the areas of appointment, supervision and termination for all department heads and this amended rule also changes the reporting requirement of vacation and sick leave to half day increments.

The rule amendments that pertain to the police department include examinations, employment lists, filling vacancies and promotions. The updated language will allow the police chief to have more flexibility when hiring from an eligibility list, for both entry-level and promotions, and also allows the police chief to competitively recruit externally for the rank of police captain. The amendment will also remove the seniority points and credit given for general length of service with the police department for internal promotional exams.

The proposed Personnel Rule amendments were posted at a minimum of ten (10) consecutive days before this City Council meeting. Staff has discussed these amendments with the Associations and the Fire Union, as well as the Executive Team.

While there are no overall employee group concerns with the amendments, there is an employee from the police department that voiced his concerns and opposes the amendments that pertain specifically to the police department. The employee disagrees with changing any wording that would allow an open competitive recruitment process for the position of Captain. Additionally, the employee also opposes the removal of seniority points for the promotional examination process. The employee's explanation for the opposition with the changes is based on the current language sets protections and safeguards against an open competitive process which was set in place and bargained for in the past for a reason. The employee feels that an open competitive testing process goes against precedence and there are internal dedicated employees with institutional knowledge that helped build the police department that would be at a disadvantage.

FINANCIAL ANALYSIS: There are no hard costs associated with this Personnel Rule amendment.

PERFORMANCE ANALYSIS: Our goal is to provide a consistent and clear document for personnel rules.

RECOMMENDATION: To authorize Resolution No. 15-028, authorizing the amendments and additions to the above Rules.

RESOLUTION NO. 15-028

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AMENDING THE CITY OF COEUR D'ALENE PERSONNEL RULES MANUAL BY AMENDING RULES I, II, III, VI, VII, VIII, IX, XI, XIII, AND XIV TO CLARIFY THE DUTIES OF THE PERSONNEL OFFICER AND THE HUMAN RESOURCES DIRECTOR; TO REVISE THE DEFINITIONS OF "PART-TIME", "FULL-TIME" AND "TEMPORARY" EMPLOYEES; TO REMOVE KMC AS THE CITY'S DESIGNATED PREFERRED MEDICAL PROVIDER; TO REVISE THE METHOD OF POSTING JOB ANNOUNCEMENTS; REVISING THE PROCEDURES FOR HIRING, EXAMINATIONS AND PROMOTIONS WITHIN THE POLICE DEPARTMENT; CLARIFYING THE AVAILABILITY AND USE OF SICK LEAVE; REQUIRING EMPLOYEES TO WORK COOPERATIVELY WITH THE PUBLIC AND OTHER WORKERS; AND ADOPTING NEW RULES XXV AND XXIV TO INCLUDE THE CITY ADMINISTRATOR WITHIN THE RULES GOVERNING DEPARTMENT HEADS AND OTHERWISE UPDATE THE DEPARTMENT HEAD RULES AND TO ADDRESS EMPLOYEE SMOKING.

WHEREAS, the need to revise various Personnel Rules, as noted above, has been deemed necessary by the City Council; and

WHEREAS, said Personnel Rules, Classification and Compensation Plan amendments have been properly posted 10 days prior to this Council Meeting; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that such rule amendments, attached hereto as Exhibit "A," be adopted; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the rule amendments attached hereto as Exhibit "A," be and is hereby adopted.

DATED this 16th day of June, 2015.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER ADAMS Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER MILLER Voted _____

_____ was absent. Motion _____.



- Change the word “Personnel Officer” to “Human Resources Director” where applicable as it relates to day-to-day duties.

Rule I: General Provisions

SECTION 2. Personnel Officer

The ~~Deputy~~ City Administrator shall be the Personnel Officer. The ~~Deputy~~ City Administrator may delegate any of the powers and duties conferred upon him or her as Personnel Officer under these rules to any other officer or employee of the City or may recommend that such powers and duties be performed under contract with a qualified person or agency. The ~~Personnel Officer~~ Human Resources Director shall:

- Administer all the provisions of this chapter and the Personnel Rules not specifically reserved to the City Council or the Personnel Appeals Board;
- Prepare and recommend to the City Council personnel rules and revisions and amendments to such rules. The City Attorney shall approve the legality of such rules and amendments prior to their submission to the City Council;
- Prepare or cause to be prepared a position classification plan, including class specifications, and revisions of the plan, and any revisions thereof, which shall become effective upon approval by the City Council;
- Prepare or cause to be prepared a plan of compensation, and revisions thereof, covering all classifications in the competitive service and the plan and any revisions thereof, which shall become effective upon approval by the City Council;
- Provide for the recruiting, examination and certification to the appointing power, a list of persons eligible for appointment to the appropriate positions in the competitive service.

SECTION 4. Competitive Service

Except as otherwise specifically provided in a contract between an employee association and the City, the provisions of these rules shall apply to all offices, positions and employment in the service of the City, except:

- Elective officers;
- Members of appointive boards, commissions and committees;
- The City Administrator, City Clerk/Municipal Services Director, Fire Chief, Building Services Director, ~~Growth Engineering~~ Services Director, Human Resources Director, Legal Services Director/City Attorney, Library Director, Parks and ~~Cemetery~~ Recreation Director, Community Planning Director, Police

- Chief, ~~Recreation Director~~, Street Superintendent, Treasurer/Finance Director, Wastewater Superintendent, and Water Superintendent;
- (d) Persons engaged under contract to supply expert, professional, technical or other services;
- (e) Volunteer personnel, such as volunteer firefighters and reserve police officers;
- (f) Emergency employees who are hired to meet the immediate requirements of any emergency condition, such as extraordinary fire, flood, or earthquake which threaten life or property;
- (g) Employees who are employed less than half time which is hereby defined as employees who are expected to or do work less than one thousand one hundred forty (1040) hours in any one fiscal year or employees temporarily appointed to provide services to the City;
- ~~(h) Exempted employees.~~

Notwithstanding the provisions of this section, and unless otherwise provided by contract or agreement, the provisions of these Rules relating to attendance, leaves, harassment, conflict of interest, drug policy, standards of conduct, and assignment and use of City property (including electronic use policy), and request for reimbursement procedures shall apply to all employees, volunteers, and elected officials. Department Heads shall be regulated in accordance to Rule ~~1~~, ~~Section 15~~ XXV.

~~SECTION 16. Department Heads~~

- ~~(a) Purpose/Intent: The purpose of this rule is to create a section of the City of Coeur d'Alene Personnel Rules and Regulations that specifically pertain to Department Heads, which are herein determined to be FLSA "exempt employees." Department Heads serve and perform work at the pleasure of the Mayor and City Council under the day-to-day guidance of the Deputy City Administrator. The intent of this Rule is to create consistency among Department Heads and to transition those currently on contracts to be bound by these rules.~~
- ~~(b) Definition:~~
 - ~~(1) Department Head shall mean an employee responsible for the management of a city department, including the following positions and any newly created future department; Building Services Director, City Attorney, City Clerk/Municipal Services Director, Deputy City Administrator, Engineering Services Director, Finance Director, Fire Chief, Human Resource Director, Library Director, Parks Director, Planning Director, Police Chief, Recreation Director, Street Superintendent, Wastewater Superintendent, and Water Superintendent.~~
 - ~~(2) Executive exempt employee shall be the Fair Labor Standards Act classification that Department Heads will be regulated under. As such, the Department Heads shall be paid salary and not eligible for compensatory or overtime pay.~~
 - ~~(3) At Will: Department Heads shall be considered at will, with no property right to continued employment.~~
- ~~(c) Residency: Certain positions, at the discretion of the Deputy City Administrator, may be required to reside within a twenty (20) minute driving response time to the City limits.~~

- (d) ~~Duties: Department Head duties and responsibilities shall be in accordance with the adopted job description, as well as all matters assigned by the Deputy City Administrator.~~
- (e) ~~Benefits/Compensation:~~
- (1) ~~Department Heads shall be exempt from the personnel rules except the following:~~
- (i) ~~Rule I, Section 11, "Standards of Conduct;~~
 - (ii) ~~Rule XI, Section 3 entitled "Sick Leave"~~
 - (iii) ~~Rule XI, Section 4 entitled "Bereavement Leave"~~
 - (iv) ~~Rule XI, Section 5 entitled "Military Leave"~~
 - (v) ~~Rule XI, Section 7 entitled "Witness and Jury Leave"~~
 - (vi) ~~Rule XI, Section 9, entitled "Holidays"~~
 - (vii) ~~Rule XI, Section 11, entitled "Family and Medical Leave"~~
 - (viii) ~~Rule XI, Section 12, entitled "Retirement Medical Benefit"~~
 - (ix) ~~Rule XVIII, entitled "City Property"~~
 - (x) ~~Rule XIX, entitled "Authorization and Procedures for Expense Reimbursement" and~~
 - (xi) ~~Rule XXI, entitled "Drug Policy"~~
 - (xii) ~~Rule XXIII, entitled "Prohibition Against Harassment and Violence in the Workplace"~~
 - (xiii) ~~Any rule specifically applicable to Department Heads~~
- (2) ~~Department Heads shall abide by City policies and procedures approved by the City Council as listed above and any additional policies and procedures adopted by resolution not incorporated in the personnel rules.~~
- (3) ~~Vacation Accruals: Vacation accruals shall be as follows:~~
- (i) ~~First through third year of service: 8 hours of leave accrued for each complete month of service~~
 - (ii) ~~Fourth through tenth year of service: 12 hours of leave accrued for each complete month of service~~
 - (iii) ~~Eleventh through fifteenth year of service: 16 hours of leave accrued for each complete month of service~~
 - (iv) ~~Sixteen or more years of service: 20 hours of leave accrued for each complete month of service~~
- ~~Grandfather Clause: Current accruals for all Department Heads remain in effect and further accrual increases will be according to the schedule above.~~
- ~~Maximum accumulation will not exceed three hundred twenty (320) hours. Vacation leave in excess of this amount will be forfeited on October 1 of each year. However, excess leave shall be allowed until January 15th, unless otherwise specifically approved by the Deputy City Administrator.~~
- ~~In order for a new hire to get credit for similar past work experience, they shall provide detailed information to the Human Resources Director regarding past work experience, including but not limited to a job description. The Human Resource Director will establish starting vacation accrual amount based on the information provided and the similarity to the Department Heads position with the City of Coeur d'Alene.~~
- (4) ~~Sick Leave: As FLSA exempt employees, Department Heads shall~~

continue to accrue sick leave according to Rule XI, Section 3 (ten hours per month). However, due to the exempt employee status, leave will only be required to be noted on time records when it is eight consecutive hours or more. Department Head shall be eligible to participate in the sick leave bank. Department Head shall not receive compensation for accumulated sick leave unless the Department Head retires from the City of Coeur d'Alene pursuant to the provisions of Idaho Code. Sick leave paid out at retirement will be paid to the Department Head's VEBA account, at the maximum rate of 1/3 of their accrued sick leave balance at the date of retirement. Sick leave options 1 and 2, found in Rule XI, Section 3, are applicable.

- (5) ~~Compensatory Time (comp time): As FLSA exempt employees, Department Heads are not eligible for comp time. Any existing comp time that the Department Head has accrued prior to the adoption of these rules shall be used at a rate of at least 40 hours per year beginning the date of the adoption of these rules.~~
- (6) ~~Appointment to position: The Department Head is eligible for a pay increase twelve (12) months from their appointment date. Promotional appointments will include a minimum of a 10% pay increase.~~
- (7) ~~Compensation/salary increases: Department Heads shall be paid a salary within the range identified in the City of Coeur d'Alene adopted pay/classification plan and as may be amended thereafter. Department Heads shall receive annual salary increases on a performance-based evaluation. Based on a performance evaluation from the Deputy City Administrator, Department Heads shall receive a salary increase ranging 0% to 8% if the performance is rated standard or above. Salary shall not exceed the maximum amount as authorized by the pay/classification plan currently in effect. Salary over the maximum of the pay/classification plan will remain at the current rate and will increase only as CPI adjustments permit, unless otherwise approved by the City Council.~~
- (8) ~~Cost of living increases: Cost of living increases shall be based upon the July "Consumer Price Index (CPI) for "All Urban Consumers" based upon the U.S. City average for the preceding 12-month period with a three percent (3%) maximum increase, effective October 1 of each fiscal year.~~
- (9) ~~Miscellaneous: The Deputy City Administrator shall authorize car assignments.~~
- (10) ~~Severance: The City will provide four (4) months of salary, including fringe benefits as identified in Section "11" below, to Department Heads except under the following circumstances: retirement from the City of Coeur d'Alene, voluntary resignation, discharge resulting from a felony conviction, or during the first year of employment.~~
- (11) ~~Fringe Benefits: Department Heads shall receive fringe benefits as those authorized in a given fiscal year by the City Council per the exempt personnel resolution, for the following: Social Security (F.I.C.A.), Idaho Public Employees Retirement System (I.P.E.R.S.), medical, dental, and vision insurance, long term disability insurance, and VEBA.~~
- (12) ~~Life Insurance: The City will provide life insurance for Department Head and dependants as follows: 1) Department Head life insurance shall be \$50,000; 2) Dependant life insurance, \$1,000; 3) Accidental death and~~

- ~~dismemberment insurance, Department Head only, shall be \$50,000.~~
- ~~(f) — Policies and Procedures: All Department Heads shall follow all established City and Department policies and procedures, unless specifically exempt.~~
 - ~~(g) — Supervisor: Department Heads shall be supervised by the Deputy City Administrator, and subject to disciplinary action as deemed appropriate by the Deputy City Administrator.~~
 - ~~(h) — Dismissal: At the demand or request of the Mayor and a majority of the City Council, or by mutual agreement of the Parties. Department Heads shall be afforded a reasonable opportunity to address the City Council and provide any additional information to be considered before final determination of dismissal is made.~~
 - ~~(i) — Appointive officers: Appointive officers shall include the City Clerk, City Treasurer, City Attorney, and City Administrator. Appointment and removal shall be in accordance with I.C. Sections 50-204, 205, and 206.~~
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AMENDMENT/RE-WRITE: REMOVE FROM RULE I AND CREATE NEW STAND-ALONE RULE

Rule XXV: Appointed Officers and Department Heads

- I. Purpose/Intent: The purpose of this rule is to establish consistent rules and policies for appointed officers and department heads as defined herein.
- II. Definitions: For the purposes of this section, the following terms have the following meanings:
 - A. Appointed Officers: The city administrator, city attorney, city clerk and city finance director.
 - B. Department Heads: All appointed officers and the building services director, community planning director, engineering services director, fire chief, human resources director, library director, parks and recreation director, police chief, street superintendent, wastewater superintendent and water superintendent.
 - C. City Administrator: The person appointed by the mayor and approved by the city council to fill the position of city administrator in the adopted classification and compensation plan.
 - D. Library Director: The person appointed by the library board of trustees to fill the position of library director in the adopted classification and compensation plan.
- III. Conditions of Employment:
 - A. FLSA Exempt: Department heads are executive exempt employees under the Fair Labor Standards Act and are ineligible to receive compensatory or overtime pay.
 - B. At Will: Unless specifically agreed to in writing and approved by the city council, department heads are at-will employees, with no right to continued employment or employment benefits. This section is not a contract of employment and is not intended to specify the duration of employment or limit the reasons for which a department head may be discharged. All provisions of this section will be interpreted in a manner consistent with this paragraph. In the event of any irreconcilable inconsistencies, the terms of this paragraph will prevail. Only a written contract expressly authorized by

the city council can alter the at-will nature of department heads employment by the City, notwithstanding anything said by the mayor or city council. The framework for disciplinary actions and termination contained in this section guides the processes to be taken when a department head violates employment policies or fails to adequately perform his/her duties but are not required. Similarly, progressive steps may be implemented in order to encourage improved performance or attitude, but are not required.

C. Residency: At the discretion of the city administrator, department heads may be required to reside within a twenty (20) minute driving response time to the city limits.

D. Duties: Department head duties and responsibilities are outlined in the adopted job description for each position.

E. Application of Personnel Rules: Department heads are subject to the following personnel rules unless otherwise modified by this section:

1. Rule I, Section 11, Standards of Conduct;
2. Rule XI, Section 3, Sick Leave;
3. Rule XI, Section 4, Bereavement Leave;
4. Rule XI, Section 5, Military Leave;
5. Rule XI, Section 7, Witness and Jury Leave;
6. Rule XI, Section 9, Holidays;
7. Rule XI, Section 11, Family and Medical Leave;
8. Rule XI, Section 12, Retirement Medical Benefit;
9. Rule XVIII, City Property;
10. Rule XIX, Authorization and Procedures for Expense Reimbursement;
11. Rule XXI, Drug Policy;
12. Rule XXIII, Prohibition against Harassment and Violence in the Workplace; and
13. Any other rule that, by its terms, is specifically applicable to department heads.

F. In addition to the personnel rules listed above, department heads must follow all policies and procedures applicable to them that are approved by the city council by resolution.

IV. Initial Appointment:

A. Appointment:

1. Department Heads (Excluding Appointed Officers and Library Director): Department heads are appointed by the city administrator in consultation with the mayor and the human resources director. The mayor and a representative of the city council may serve on the selection committee.
2. Library Director: The library director is appointed by the board of library trustees as provided by I.C. 33-2607 and 33-2608.
3. Appointed Officers: Appointed officers are appointed by the mayor and confirmed by the city council as provided by I.C. 50-204 and 50-205. In selecting a candidate for appointment the mayor will consult with the human resources director.

B. Compensation: Department heads will be appointed and paid a salary within the range identified in the currently adopted classification and compensation plan.

C. Promotional Appointments: Current city employees who are promoted to a department head position will receive a minimum of a 10% salary increase and must use any accrued compensatory time at a rate of at least 40 hours a year until the accrued compensatory leave balance is exhausted.

D. Vacation Accrual Credit for Past Work Experience: A newly hired department head may be given credit for vacation accrual based on past similar work experience. In order to qualify, the new department head must provide their previous job description and any other relevant information to the human resources director who will review the information to determine if the prior position was sufficiently similar to the adopted job description for the position to warrant vacation accrual credit for the past work experience.

V. Benefits:

A. Vacation:

1. Accrual Rate: Vacation leave for department heads will accrue as follows:

- a) 1st through 3rd Year of Service: 8 hours of leave accrues for each complete month of service; accrued at a rate of four (4) hours per pay period.
- b) 4th through 10th Year of Service: 12 hours of leave accrues for each complete month of service; accrued at a rate of six (6) hours per pay period.
- c) 11th through 15th Year of Service: 16 hours of leave accrues for each complete month of service; accrued at a rate of eight (8) hours per pay period.
- d) 16-or More Years of Service: 20 hours of leave accrues for each complete month of service; accrued at a rate of ten (10) hours per pay period.

2. Existing Accrual Rate: Department heads currently accruing leave at a higher rate will continue to accrue leave at their current rate. Future accrual increases will be based on the schedule above.

3. Maximum Vacation Accrual: Department heads may not accumulate more than 320 hours of vacation leave. Any excess vacation leave as of October 1st of each year will be forfeited unless used by January 15th of the following year unless otherwise approved by the city administrator in writing.

4. Vacation Accrual During Leave: No vacation leave will be accrued after 60 consecutive days of absence.

5. Reporting Usage: Vacation usage must be reported on time records in half day increments.

B. Sick Leave:

1. Accrual Rate: Department heads will accrue ten (10) hours for each month of service; accrued at a rate of five (5) hours per pay period.

2. Reporting Usage: Sick leave usage must be reported on time records in half day increments.

3. Sick Leave Bank: Department heads are eligible to participate in the sick leave bank.

4. Maximum Sick Leave Accrual: Department heads may not accumulate more sick leave than is allowed for other employees as is outlined in Rule XI, Section 3. Department heads may select either of the two options for compensation for excess sick leave contained in Rule XI, Section 3. Sick leave accruals paid out at retirement will be deposited into the department head's VEBA account.

C. Compensation/Performance Based Salary Increases:

1. Department Heads (Excluding City Administrator and Library Director): All department heads are eligible for a pay increase of up to 8% 12 months after their appointment date and annually thereafter based on a performance evaluation by the city administrator. The city administrator will consult with the human resources director in performing the evaluation. If the department head disagrees with the evaluation, the department head may request that the mayor review the evaluation.

2. City Administrator: The city administrator is eligible for a pay increase of up to 8% 12 months after his or her appointment date and annually thereafter based on a performance evaluation by the mayor. The mayor will consult with the human resources director in performing the evaluation.

3. Library Director: The library director is eligible for a pay increase of up to 8% 12 months after his or her appointment date and annually thereafter based on a performance evaluation by the library board of trustees in conjunction with the city administrator.

4. Maximum Salary: Department head salaries cannot exceed the maximum amount authorized in the currently adopted classification and compensation plan.

D. Cost of Living Increases: In addition to performance based salary increases, department heads will receive annual cost of living increases of up to 3% based on the July "Consumer Price Index (CPI) for "All Urban Consumers" based upon the U.S. City average for the preceding 12-month period. Cost of living increases will be effective on October 1st.

E. Car Assignment: The city administrator will authorize car assignments based upon adopted city policies for vehicle assignment and usage. The department head must follow all adopted city policies for vehicle usage.

F. Severance: The City will provide four (4) months of salary and continuation of the benefits listed in subsection (5)(G) below, to department heads except when the department head voluntarily retires or resigns or is discharged from employment during the first year of employment or as a result of a felony conviction.

G. Additional Benefits: Department heads will receive the same VEBA, medical, dental and vision insurance, Social Security (F.I.C.A.), PERSI, life insurance, and long term disability insurance authorized by the council for the employees represented by LCEA.

VI. Organization and Supervision:

1. Department Heads (Excluding Appointed Officers and Library Director): Department heads are supervised by the city administrator.
2. Library Director: The library director serves at the pleasure of the board of library trustees and is supervised and evaluated by the board. For city organizational purposes, the library director coordinates with and reports to the city administrator.
3. Appointed Officers (Excluding the City Administrator): For organizational purposes, the appointed officers (excluding the city administrator) coordinate work assignments, report to, and receive performance evaluations from the city administrator. However, appointed officers serve at the pleasure of the mayor and city council.
4. City Administrator: The city administrator reports to, and is supervised by, the mayor. The city administrator serves at the pleasure of the mayor and city council.

VII. Termination of Employment:

1. Department Heads (Excluding Appointed Officers and Library Director): Department heads may be terminated by the city administrator in consultation with the city attorney and human resources director. The department head may request that the mayor review the decision to terminate his or her employment prior to the termination becoming final by filing a written request with the human resources director within 2 business days after receiving written notice of the city administrator's decision to terminate his or her employment. The department head will be allowed to address the mayor and present information concerning his or her pending termination. The mayor will render a decision within 2 business days.
2. Appointed Officers: Appointed officials will be terminated in accordance with I.C. 50-206. The mayor and/or city council will make the determination to terminate the appointed officer in consultation with the city attorney and human resources director. Prior to the city council's vote to approve the mayor's termination of an appointed officer or to initiate the termination of an appointed officer, the officer will be provided with an opportunity to address the mayor and city council and present information concerning his or her pending termination.
3. Library Director: The library director may be terminated by the library board of trustees after consultation with the city attorney, human resources director and city administrator consistent with the board of trustees' adopted by-laws and I.C. 33-2606 and I.C. 33-2608.

Rule II: Definitions of Terms

SECTION 18. "Part-time Employee" - ~~An employee who is expected to or does work less than 1040 hours in any one (1) fiscal year.~~ whose typical work week consists of less than 30 hours on a regular basis are considered part-time employees. If the position is an approved budgeted position, part-time employees may receive reduced/pro-rated employee benefits based on the number of hours worked and is considered at-will until employee has successfully completed probationary period.

SECTION 20. “Full-time Regular ~~appointed~~ Employee” - ~~An e~~Employees in an approved budgeted position whose typical work week consists of at least 30 hours are considered full-time regular employees. Full-time regular employees are eligible for employee benefits provided by the City. Employees are considered at-will until employee has successfully completed a probationary period, ~~for the class to which appointed, and is expected to work 1040 hours or more in any one (1) fiscal year in an approved budgeted position.~~

SECTION 27. “Temporary Employee” - An employee who is hired to work in an irregular, seasonal or temporary basis is considered an at-will temporary employee ~~for a term which is not expected to continue.~~ Temporary employees do not receive benefits, except those required by law.

Rule III: Miscellaneous Provisions

SECTION 5. Safe Work Practices Policy

- a) **Purpose/Intent:** It is the City of Coeur d’Alene’s goal to provide safe working conditions and operating procedures that will ensure a safe work environment for all employees. The safety of City employees is of primary importance. A safe operation conserves human and material resources and is essential to efficient production. The City’s goal is to eliminate work-related injuries and illnesses.
- b) **Responsibilities:** Occupational health and safety is everyone’s responsibility and everyone must be held accountable for their actions concerning safety. All levels of management and supervision have a primary responsibility to determine safe work procedures and ensure safe working conditions. Supervisors and employees are expected to follow the work methods and procedures established by the City of Coeur d’Alene.
 - 1) **Supervisory Responsibility:** To provide a safe and healthful working environment and to encourage, support, and lead employees in safe work practices.
 - 2) **Employee Responsibility:** To work safely and in a healthful manner, comply with all laws and department regulations/policies and to protect themselves and those around them. If at any time an employee feels unsafe or observes an unsafe condition or act, stop work and correct the situation or contact a supervisor for help.
 - 3) **Work Related Injuries:** In the event of a work related injury, the employee must:
 - i. Notify your supervisor when an injury occurs;
 - ii. Complete a First Report of Injury as soon as possible;
 - iii. If necessary, get medical attention through ~~Kootenai Medical Center (KMC). KMC Occupational Health is~~ the City’s designated preferred medical provider.
- c) These responsibilities can be met by working continuously to promote safe work practices among all employees and to maintain property and equipment in a safe operating condition.
- d) **Benefit:** By working together, we can maintain a safe and efficient organization.

Rule VI: Applications and Applicants

SECTION 1. Announcement

All examinations for classes in the competitive service shall be publicized [on the City's website](#) ~~by posting announcements in City Hall~~, and by such other methods as the Human Resources Director deems advisable. The announcements shall specify the title and pay of the class for which the examination is announced; the nature of the work to be performed; preparation desirable for the performance of the work of the class; the manner of making applications; and other pertinent information.

SECTION 2. Application Forms

- (a) Applications shall be made as prescribed on the examination announcement. Application forms shall require information covering training, experience, and other pertinent information, and may include certificates of one or more examining physicians, references and fingerprinting. All applications must be signed by the person applying.
- (b) No person shall be admitted to any required examination for a position in the competitive service until he shall have filed an application upon a form provided by the City.
- (c) The City, in calling any examination, shall fix the period within which applications will be received from persons desirous of taking such examination, and no such period shall be less than two (2) weeks. A notice thereof shall be posted [on the City's website](#) ~~at City Hall in Coeur d'Alene and published in at least two (2) editions of the official newspaper of the City of Coeur d'Alene~~, with such other publicity as may be deemed necessary by the [Human Resources Director](#) ~~City~~. No application shall be received less than three (3) days before the date of the examination.
- (d) Applications and accompanying certificates unless returned for correction will remain on file in the Human Resource Department and under no circumstances be returned to the applicants. Applications returned for correction must be back in the Human Resource Department before the date of the examination.

Rule VII: Examinations

SECTION 1. Nature, Types and Notice of Examination

- (a) The selection techniques used in the examination process shall be impartial, of a practical nature and shall relate to those subjects which, in the opinion of the [Human Resources Director](#) ~~Personnel Officer~~, fairly measure the relative capacities of the persons examined to execute the duties and responsibilities of the class to which they seek to be appointed. Examinations shall consist of selection techniques which will test fairly the qualifications of candidates such as, but not necessarily limited to, achievement and aptitude tests, other written tests, oral tests, personal interviews, performance tests, physical agility tests, evaluation of

education, training, experience, and work history, medical tests, or any combination of these or other tests. No questions which attempt to elicit information concerning race, color, ancestry, age, religious creed, marital status, sex, or political affiliations will be allowed at any examination or selection proceeding. Polygraph examinations may be used as a pre-employment qualification for the police department in accordance with applicable state and federal law.

- (b) The following rules of conduct will govern examinations:
1. All necessary reasonable explanations will be made to the candidate. Examiners are forbidden to explain the meaning of any questions or to make remarks or suggestions that may assist in its solution.
 2. All conversation or communication between or among candidates during examination is strictly prohibited.
 3. During an examination, no candidate will be allowed or permitted to leave the room except in the case of extreme necessity, and after notice to an examiner, and then only when accompanied by one of the examiners if possible.
 4. A candidate who withdraws from an examination after filling out the identification sheet and receiving a copy of the questions shall be considered as having failed.
 5. No help of any kind will be allowed during examinations. Any written or printed matter that might be of aid in the examination must be handed in before the examination commences unless expressly allowed for use on the examination. Any attempt to cheat or copy from another candidate will render the person ineligible for City employment at any time. Cheating on a promotional examination will subject the employee to discipline up to and including termination.
- (c)
1. Examinations for admission to the eligibility list, or for promotion, shall be held at such times and places as shall be designated by the Human Resources Director Personnel Officer. After the filing of applications has closed, a ~~written or printed~~ notice of an examination shall ~~forthwith~~ be provided mailed to ~~or served upon~~ each person having an application on file. ~~In all cases, the personal service of said notice shall be equivalent to mailing.~~ Such notice shall be deemed official, and its presentation at the appointed time shall entitle the holder to enter the class for examination.
 2. In lieu of the City administered test, the Police Chief may accept ~~entry-level~~ lateral applicants who are eligible to be certified by ~~the Idaho P.O.S.T. Academy~~. Because lateral applicants possess training and qualifications above entry-level applicants, Qualified applicants will be appropriately tested and placed on the eligibility list. The Police Department may fill vacant officer positions with entry-level or lateral applicants, based on the needs of the department, after consulting with the Human Resources Director.
- (d) All examinations held under the provisions of these rules shall be competitive.
- (e) No limitations shall be made as to the number of applications to be received for examination. The Human Resources Director Personnel Officer may limit the number of candidates to be examined at any time according to the needs of the

City or for convenience in conducting the examination, but, in all cases, candidates shall be admitted to examination in the order in which their applications were filed.

SECTION 2. Promotional Examinations

Promotional examinations may be conducted whenever, in the opinion of the [Human Resources Director](#) ~~Personnel Officer~~, the needs of the service require the same. Promotional examinations may include any of the selection techniques delineated in Section I of this rule, or any combination of them. Only regular appointed or probationary employees who meet the requirements set forth in the promotional examination announcements may compete in promotional examinations, [except as provided in Rule XIII Section 2.](#)

SECTION 3. Continuous Examination

Open-competitive examinations may be administered periodically for a single class as the needs of the service require. Names shall be placed on employment lists and shall remain on such lists, as prescribed in Rule VIII.

SECTION 4. Conduct of Examination

The City ~~Council~~ may contract with any competent agency or individual for the preparing and/or administering of examinations. In the absence of such a contract, the [Human Resources Director](#) ~~Personnel Officer~~ shall see that such duties are performed. The [Human Resources Director](#) ~~Personnel Officer~~ shall have broad discretion in ~~the~~ determining ~~of~~ the time, place, and manner of conducting examinations including the power to have examinations conducted outside the City, if necessary. Polygraph examinations shall be required only as defined in the above Section 1 in accordance with applicable state and federal law.

SECTION 5. Scoring Examinations and Qualifying Scores

A candidate's score in a given examination shall be the average of his or her scores on each competitive part of the examination, weighted as shown in the examination announcement. Failure in one part of the examination may be grounds for declaring such applicants as failing in the entire examination or as disqualified for subsequent parts of an examination. The [Human Resources Director](#) ~~Personnel Officer~~ may, at his/her discretion, include as part of the examination, tests which are qualifying only.

SECTION 6. Notification of Examination Results and Review of Papers

Each candidate in an examination shall be given written notice of the results thereof, and if successful, of his/[her](#) final earned score and/or rank on the employment list.

Rule VIII: Employment Lists

SECTION 1. Employment Lists

As soon as possible after the completion of an examination, the Human Resources Director ~~Personnel Officer~~ shall prepare and keep available an employment list consisting of the names of candidates who qualified in the lowest qualifying score. Applicants whose general average upon examination is less than the qualifying standard established by the Human Resources Director ~~Personnel Officer~~ (except in the case of police, 70% shall be the qualifying standard) shall be excluded from the employment list of candidates, and they shall be considered as having failed.

Successful candidates shall be placed upon the employment list in the order of their general average standing. When two or more have received the same average rating, the first filing his or her application, or, if the examination be for promotion, the first appointed in the department shall have priority.

Candidates may be placed on up to two (2) employment lists at the same time.

SECTION 2. Employment Lists/Police Department

Employment lists for positions in the police department shall be as follows:

- (a) Names and scores on the police officer eligibility list will not remain in effect for more than ~~one~~ one (1) year. An applicant is not eligible to participate in further recruitment testing as long as their name remains on the current eligibility list. Once the name has been removed from the list, the applicant must repeat a testing process to be placed on a new list.
- (b) Police Promotional employment lists for Sergeants, Lieutenant, and Captain positions shall be in force for two (2) years. After this time, all persons who have not been appointed will be removed therefrom and can only be returned thereto upon regular examination.
- (c) All other police positions employment lists shall remain in effect for one (1) year, unless expired sooner, and may be extended, prior to their expiration dates, by action of the Human Resources Director ~~Personnel Officer~~ for additional periods, but in no event shall an employment list remain in effect for more than two (2) years.

SECTION 3. Re-employment Lists

The names of probationary and regular appointed employees who have been laid off shall be placed on appropriate re-employment lists in the order of total continuous cumulative time served in probationary and regular appointed status. Such names shall remain thereon for a period of one (1) year unless such persons are sooner re-employed.

When a re-employment list is to be used to fill vacancies, the Human Resources Director ~~Personnel Officer~~ shall certify from the top of such list the number of names equal to the number of vacancies to be filled, and the appointing power shall appoint such persons to fill the vacancies.

SECTION 4. Removal of Names from List

The name of any person appearing on an employment, re-employment or promotional list shall be removed by the Human Resource Director if the candidate requests in writing that his/her name be removed, if the candidate fails to respond within ten (10) days to a notice of certification mailed to his last known address, or for any of the reasons specified in Rule VI, Section 3, of these Rules. All candidates for positions in the police department will additionally be removed from the list if they have been dishonorably discharged from the United States Armed Services. The person affected shall be notified of the removal of his/her name by a notice mailed to the candidate's last known address. The names of persons on promotional employment lists who resign from the City of Coeur d'Alene shall automatically be dropped from such lists. [The Human Resources Director, in consultation with the Department head, may disqualify a list if three or less applicants remain on the list.](#)

Rule IX: Method of Filling Vacancies

SECTION 1. Types of Appointments

All vacancies in the competitive service shall be filled by transfer, demotion, re-employment, reinstatement or from eligibles certified by the [Human Resources Director](#) ~~Personnel Officer~~ from an appropriate employment list, if available. In the absence of persons eligible for appointment in these ways, provisional appointments may be made in accordance with these rules.

SECTION 2. Notice to [Human Resources Director](#) ~~Personnel Officer~~

Whenever a vacancy in the competitive service is to be filled, the appointing power shall notify the [Human Resources Director](#) ~~Personnel Officer~~ in the manner prescribed. If there is no re-employment list available for the class, the appointing power shall have the right to decide whether to fill the vacancy by reinstatement, transfer, demotion, appointment from a promotional employment list, or appointment from an open employment list.

SECTION 3. Certification of Eligibles

If the appointing power does not consider it in the City's best interest to fill the vacancy by reinstatement, transfer, demotion, or if it is not possible to fill the vacancy by re-employment, certification shall be made from an appropriate employment list, provided eligibles are available.

When the appointing power requests a vacancy be filled by appointment from a promotional employment list or from an open employment list, the [Human Resources Director](#) ~~Personnel Officer~~ shall certify from the specified list all individuals willing to accept appointment. Whenever there are fewer than three (3) names of individuals willing to accept appointment on a promotional employment list or on an open employment list, the appointing power may make an appointment from among such

eligibles or may request the Human Resources Director ~~Personnel Officer~~ to establish a new list. When so requested, the Human Resources Director ~~Personnel Officer~~ shall hold a new examination and establish a new employment list.

Whenever a position in the police department is to be filled, the appointing ~~power officer~~ shall make requisition to fill a certain number of vacancies to the Human Resources Director ~~Personnel Officer upon a blank form prescribed by the Personnel Officer for the certification of eligibles,~~ and the Human Resources Director ~~Personnel Officer~~ shall, as soon as possible, certify to the appointing power ~~the all eligible names on the eligibility list.~~ names of eight (8) times the number of persons necessary to fill such position: The appointing power shall make a selection from the list of certified names and will consider applicants in the order of their ranked scores. Provided, the Personnel Officer shall always certify the persons having the highest standing on the employment list for the position to be filled; and provided further, that a lesser, or fewer number may be certified when there is not the required number on the employment list. All persons not appointed shall be restored to their relative position on the employment list.

SECTION 4. Appointment

After interview and investigation, the appointing power shall make appointments from among those certified, and shall immediately notify the Human Resources Director ~~Personnel Officer~~ of the persons appointed. ~~The person accepting appointment shall present himself to the Personnel Officer, or his designated representative, for processing on/or before the date of appointment.~~ If the applicant accepts the appointment and presents himself or herself for duty within such period of time as the appointing authority shall prescribe, the applicant shall be deemed to be appointed; otherwise, he or she shall be deemed to have declined the appointment.

Vacancies for positions in the police departments, if not filled by transfer, shall be filled by requisition and certification as provided in this Rule. ~~Upon receipt of a certification, the appointing official shall within thirty (30) days, appoint one of the persons certified to fill the vacant position and notify the Personnel Officer.~~ Appointment of a person certified from a promotional list who is on leave of absence on account of military service may be made. A person so appointed shall be re-employed in the advance position upon application and qualification. When, upon such appointment, the position remains vacant by reason of the absence of the appointee, requisition shall be made as provided in these rules, and upon certification the appointing official, as in this section provided, shall appoint one of the persons certified to fill the vacant position in an acting capacity, and a person so appointed shall be permanently appointed to the vacancy in the same grade next arising. When the name certified is one which has been removed due to reduction of force, the appointing official shall have no choice. The person so certified must be appointed within ten (10) days and report of same filed with the Human Resources Director ~~Personnel Officer~~.

SECTION 5. Provisional Appointment

In the absence of there being names of one or more individuals willing to accept appointment on appropriate employment lists, a provisional appointment may be made by the appointing authority of a person meeting the minimum training and experience

qualifications for the position. An employment list shall be established within six (6) months for any regular appointed position filled by provisional appointment. The [Human Resources Director](#) ~~Personnel Officer~~ may extend the period of any provisional appointment for not more than thirty (30) days by any one action.

No special credit shall be allowed in meeting any qualifications or in the giving of any test or the establishment of any open competitive promotional lists, for service rendered under a provisional appointment.

SECTION 6. Temporary Appointments-Police

- (a) When services to be rendered are of a temporary character for a limited period, or during a leave of absence, which has been approved by the [Human Resources Director](#) ~~Personnel Officer~~, of an employee who will return to the service of the City, the appointing official shall inform the [Human Resources Director](#) ~~Personnel Officer~~ stating the duration of such period, the rate of compensation, the authority for such temporary compensation, the authority for employing such temporary service, and other conditions of employment, and may select for such employment one (1) of the first three (3) persons on the employment list, who, after due notice of conditions, is willing to accept appointment. In case of acceptance of appointment for temporary service, the eligible so appointed shall retain all rights to certification for regular appointed positions as though no temporary appointment had been given. Provisional and temporary appointment shall not confer upon the appointee any privilege of promotion, transfer, or reinstatement to any other position in service.
- (b) Temporary Appointment Made Regular: Any person who has been appointed temporarily from an employment list, and who at the time of said appointment was on the list of eligibles willing to accept said appointment under the conditions and for a period then stated, may, in case such position is made or becomes a regular appointed position irrespective of the number of higher eligibles willing to accept regular appointment, but only on the approval of the [Human Resources Director](#) ~~Personnel Officer~~, and only if it is shown to the satisfaction of the [Human Resources Director](#) ~~Personnel Officer~~, that the fact that the position would become regular appointed was not known to the appointing official or department at the time the temporary appointment was made, and provided further, that the employment list from which temporary appointment was made is the most appropriate employment list for such regular appointed position.

Rule XI: Attendance and Leaves

SECTION 2. Vacation Leave

- (a) Purpose: Vacation leave is provided to give employees a break in year-round routine and to attract, motivate, and retain quality employees.
- (b) Vacation Leave: All employees in the competitive service, ~~excluding employees appointed to a temporary/seasonal position~~, shall be eligible to accrue and use vacation leave with pay, only as specifically allowed by the rules contained in this section.

- (c) Vacation Leave Accruals: Unless otherwise provided by contract or written agreement, vacation leave will be accrued in accordance with the following schedule. Eligible employees who work less than full time, but more than one thousand forty (1040) hours during a fiscal year, shall accrue vacation on a pro-rated basis.
- (1) Vacation Leave Accrual Schedule -
- (i) First through third year of service - Eight (8) hours for each month of service; accrued at a rate of four (4) hours per pay period.
 - (ii) Fourth through fifth year of service - Twelve (12) hours for each month of service; accrued at a rate of six (6) hours per pay period.
 - (iii) Sixth through tenth year of service - Sixteen (16) hours for each month of service; accrued at a rate of eight (8) hours per pay period.
 - (iv) After ten (10) or more years of service - Twenty (20) hours for each month of service; accrued at a rate of ten (10) hours per pay period.
- (2) No vacation leave shall accrue after sixty (60) consecutive days of absence.
- (d) Vacation Requests/Use: With approval of the Department Head/Supervisor an employee may take vacation leave up to the amount of vacation leave accrued at the time of such leave. Provided however, that the vacation leave may not be used in the same pay period in which it is accrued, unless a vacation leave advance is approved. Vacation leave requests shall be made to the Department Head/Supervisor for approval. Insofar as is practical, and unless otherwise provided by contract or agreement, employees will be scheduled for vacation leave based upon their preference. In the event one or more municipal holidays fall during the period of leave, such holiday shall not be charged as vacation leave. While utilizing approved vacation leave, leave shall not be charged to sick leave upon return, unless otherwise provided by contract or written agreement. Unless otherwise approved by their Department Head, an employee may not use vacation or other leave in any manner that would result in the employee exceeding the number of hours in their regular work day/shift.
- (e) Vacation Leave Advance: A non-probationary employee may request an advance of up to forty (40) hours of vacation leave for good cause. The request must be approved in writing by the employee's Department Head and the Human Resources Director before the advanced vacation leave is taken.
- (f) Maximum Allowable Balance: Unless otherwise provided by contract or other written agreement, a forty (40) hour-a-week employee with more than two hundred and forty (240) hours vacation leave and a fifty-six (56) hour-a-week employee with more than two hundred eighty-eight (288) hours of vacation leave as of October 1 (the first day of the City's fiscal year) shall utilize the excess leave before January 15 of the following calendar year, unless otherwise approved in writing by the employees Department Head and by the Human Resource Director.
- (g) Vacation Leave Balance at Separation: All employees with accrued vacation leave, who leave employment of the City, for any reason, shall receive payment for their balance of vacation leave accrued through the effective date of separation.

SECTION 3.

Sick Leave

- (a) Purpose: All employees in the competitive service (~~excluding employees appointed to temporary/seasonal positions~~) are eligible to accrue and use sick leave with pay only as specifically allowed by the rules contained in this section. Sick leave shall not be considered as a right, which an employee may use at his/her discretion.

Rule XIII: Transfer, Promotion, Demotion, Suspension and Reinstatement

SECTION 1.

Transfer

No person shall be transferred to a position for which the employee does not possess the minimum qualifications. Upon notice to the Human Resources Director, an employee may be transferred by the appointing power at any time from one position to another position in a comparable class. For transfer purposes, a comparable class is one with the same maximum ~~salary~~wage, involves the performance of similar duties and requires substantially the same basic qualifications.

If the transfer involves a change from one department to another, both department heads must consent thereto unless the Human Resources Director orders the transfer for purposes of economy or efficiency. Transfers shall not be used to effectuate a promotion, demotion, advancement, or reduction, each of which may be accomplished only as provided in these Rules.

SECTION 2A.

Promotion

Insofar as consistent with the best interests of the competitive service, ~~all~~ vacancies in the competitive service ~~shall~~ may be filled by promotion from within the competitive service; after a promotional examination has been given and a promotional list is established.

If, in the opinion of the Human Resources Director and the Department Head, a vacancy in the position could be filled better by an open-competitive examination instead of promotional examination, then such arrangements for an open-competitive examination and for the preparation and certification of an open-competitive employment list shall be made.

The probation for a promotional appointment shall be six (6) months from the date the promoted employee actually commences fulfilling the duties of their new position. Promotional appoints may be extended for up to two (2) successive six (6) month periods.

SECTION 2B.

Promotion of Police Officers and Firefighters

- (a) Method of Promotion: Whenever a vacancy in the classified service exists, it ~~shall~~ may be filled by promotion from the next lower rank when such next lower rank contains any eligibles desirous of taking examination. Promotion shall be

accomplished by means of a competitive examination. Should no eligible candidates register, or should all candidates fail to pass, an original entrance examination may be held or re-examination for promotion may be ordered. Nothing in this section shall preclude the Human Resources Director and Department head from filling the Police Captain positions through an open-competitive process consistent with Section 2A, above.

(b) Eligibility, Police Personnel: To be eligible to enter an internal promotional process in the Police Department, a person must be employed by the City of Coeur d'Alene and hold a position in the next lower rank.

(i) If the employee meets these requirements but does not meet the following certification requirements, the An employee will be ranked on the promotional list; but will not be eligible for promotion until ~~such time~~ they meet the following certification requirements. In order to be certified for appointment from the promotional list and selected for the promotion, ~~an employee person~~ must have successfully completed their probationary period as a City of Coeur d'Alene police officer to be eligible for a sergeant promotion; an employee must have twelve (12) current consecutive months as a City of Coeur d'Alene sergeant to be eligible for a lieutenant promotion. If the Captain position is filled from an internal promotion, an employee must have twelve (12) current consecutive months as a lieutenant to be eligible for a captain promotion. ~~worked at least four (4) years at the level of police officer with two (2) current consecutive years as a City of Coeur d'Alene police officer to be eligible for sergeant; or two (2) years at the level of police sergeant with twelve (12) current consecutive months as a City of Coeur d'Alene sergeant to be eligible for lieutenant; or two (2) years at the level of police lieutenant with twelve (12) current consecutive months as a City of Coeur d'Alene lieutenant to be eligible for captain.~~

(c) Eligibility, Fire Personnel: To be eligible to enter ~~an~~ promotional examination in the Fire Department for ~~promotion to~~ Fire Engineer, a person must have worked at least twelve (12) current consecutive months for the City of Coeur d'Alene Fire Department and have successfully completed probation. To be eligible to enter ~~an~~ promotional -examination for ~~promotion to~~ Fire Captain, a person must have worked at least twenty-four (24) current consecutive months for the City of Coeur d'Alene Fire Department. To be eligible to enter ~~an~~ promotional examination for ~~promotion to~~ Fire Battalion Chief, a person must have worked at least thirty-six (36) current consecutive months for the City of Coeur d'Alene Fire Department.

(ii) To be eligible for promotion to Fire Engineer, a person must have worked at least twenty-four (24) current consecutive months for the City of Coeur d'Alene Fire Department. To be eligible for promotion to Fire Captain, a person must have worked at least thirty-six (36) current consecutive months for the City of Coeur d'Alene Fire Department and have current Fire Department certification as a Fire Engineer. To be eligible for promotion to Battalion Chief, a person must have worked at least forty-eight (48) current consecutive months for the City of Coeur d'Alene Fire Department and have twelve (12) current consecutive months as a Fire Captain with the City of Coeur d'Alene Fire Department. In lieu of twelve (12) current consecutive months as a Fire Captain with the City of Coeur d'Alene Fire Department, a person must have the equivalency of twelve (12)

months / (122 full shifts) working in the capacity of a Fire Captain with the City of Coeur d'Alene Fire Department. The Fire Chief may require a medical examination to determine an applicant's physical fitness for the position applied for.

~~(b) — Seniority in Promotion: Credit shall be given for length of service in the rank from which promotion is sought, and shall be given by adding to a marking of 70% or above as follows:~~

Possible

For the first three (3) years of service.....	1.0	1.0
For each full year of the next six (6) years of service.....	0.5	3.0
For each additional year of service (maximum 14 years total service).....	0.2	1.0
TOTAL.....		5.0

SECTION 3. Demotion

The department head, with the approval of the Personnel Officer, may demote an employee whose ability to perform the required duties falls below standard, or for disciplinary purposes. Upon request of the employee, and with the consent of the appointing power, demotion may be made to a vacant position. No employee shall be demoted to a position for which the employee does not possess the minimum qualifications. Written notice of the demotion shall be given the employee before or within three (3) days after the effective date of the demotion, and a copy filed with the Personnel Officer.

SECTION 4. Suspension

The department head, with the approval of the ~~Personnel Officer~~ Human Resources Director, may suspend or relieve of duties, with or without pay, an employee from his/her position at any time for a disciplinary purpose. Suspension without pay shall not exceed thirty (30) calendar days. Department heads may suspend a subordinate employee for not more than ten (10) working days without approval of the ~~Personnel Officer~~ Human Resources Director at any one time, and not more than once in a thirty (30) calendar day period.

SECTION 5. Reinstatement

With the approval of the appointing power and the ~~Personnel Officer~~ Human Resources Director, a regular appointed or probationary employee who has resigned with a good record may be reinstated within two (2) years of the effective date of resignation to a vacant position in the same or comparable class. Upon reinstatement, the employee, for all purposes, shall be considered as though the employee had received an original appointment.

XIV: Disciplinary Action – Layoff – Resignation

SECTION I. Disciplinary Action

Causes for disciplinary action against any employee may include but are not limited to the following:

- (a) Fraud in securing employment or appointment;
- (b) Incompetency, inefficiency, inattention to or dereliction of duty;
- (c) Insubordination or willful disobedience;
- (d) Unauthorized leave of absence;
- (e) Conviction of a crime involving moral turpitude, or use of narcotics or any other substance or liquid to the extent that the use thereof interferes with the efficiency or mental or physical fitness of the employee or which prevents the employee from properly performing the functions or duties of any position;
- (f) Consumption of alcoholic beverages during working hours; drunkenness;
- (g) Misuse, abuse or appropriation for personal use of City property;
- (h) Excessive tardiness, abuse of sick leave or excessive lost time;
- (i) Willfully making false statements to supervisors, officials, the public, Boards or Commissions;
- (j) Violation of City ordinances, administrative regulations or departmental rules;
- (k) Refusal to be examined by a licensed physician (M.D.) designated by the City, or
- (l) Discourteous treatment of the public or another employee. Employees are expected to work cooperatively and constructively with fellow workers and members of the public to provide public service of the highest quality and quantity.

Rule XXIV: Smoking Policy

I. Purpose: Idaho Code Section 39-5501, prohibits smoking in public places and at public meetings. Additionally, Public Health Officials have concluded that secondhand tobacco smoke causes disease, including lung cancer and heart disease, in nonsmokers. The purpose of this policy is to comply with State law and to protect other employees and members of the public who do not smoke from the dangers of second hand smoke.

II. Policy:

A. Smoking by employees is prohibited during the employee's work hours in all public buildings and areas and within vehicles owned, operated, leased, or used by the City of Coeur d'Alene, except at the specific times and locations allowed by this policy.

B. Authorizing non-employees to smoke in city vehicles or in areas other than dedicated smoking areas is prohibited.

C. Smoking is only allowed during the employee's scheduled break and lunch periods.

III. Definitions:

A. Public buildings and areas: Any enclosed indoor place or portion of a place owned, leased or rented by the city.

B. Smoking: Includes the possession of any lighted tobacco and the use of e-cigarettes.

IV. Location:

A. Smoking is only allowed in designated smoking areas.

B. Smoking within twenty (20) feet of all public entrances and exits is prohibited.

C. In the event that an employee is working off of public property where smoking areas have been designated, smoking is only allowed in locations at least 20 feet away from any building entrance or HVAC system intake and away from any area where it may create safety concerns, such as around gasoline, in areas where flammable solvents and liquids are stored or used, etc.

**CITY COUNCIL
MEMORANDUM**

DATE: June 10, 2015
FROM: Renata McLeod, City Clerk
SUBJECT: Acceptance of the Canvass of Vote from the May 19, 2015 Election

Pursuant to Idaho Code 50-412 the canvass of the election results shall be entered into the Minutes of a Council proceeding. Therefore, I ask that you accept the canvass of vote conducted by Kootenai County, upon acceptance the result will be reflected into the Minutes of this meeting.



Kootenai County Clerk Jim Brannon

Auditor · Clerk of the District Court · County Assistance · Elections · Recorder

451 Government Way · P.O. Box 9000

Coeur d'Alene, ID 83816-9000

Phone (208) 446-1651 · Fax (208) 446-1662

<http://www.kcgov.us/departments/clerk> · Email chayes@kcgov.us

STATE OF IDAHO

} ss.

COUNTY OF Kootenai

I, Jim Brannon, County Clerk of said county and state, do hereby certify that the attached is a full, true and complete copy of the abstract of votes for the General Obligation Bond question as it appeared on the election ballot on **May 19, 2015** for the **Coeur d'Alene City Election** as shown by the record of the Board of Canvassers filed in my office this **28th** day of **May, 2015**.



County Clerk



Kootenai County, Idaho
 Consolidated Taxing District Election
 5/19/2015

City of Coeur d'Alene General Obligation Bond		
Precinct	In Favor of General Obligation Bond in the amount of \$6,000,000?	
	YES	NO
37	10	3
38	138	11
39	179	19
40	96	9
42	73	4
43	80	14
44	63	11
45	44	10
46	123	19
47	101	19
48	27	7
49	46	11
50	33	8
51	30	5
52	54	15
53	43	5
54	66	10
55	43	5
56	44	3
57	43	6
58	97	4
59	31	2
60	41	5
61	9	1
62	21	6
ABS CdA	63	18
ABS CdA ESHWY	103	29
ABS CdA LKHWY	262	77
ABS CdA PFHWY	106	33
ABS CdA CdAT3 LKHWY	120	30
ABS CdA CdAT3 PFHWY	69	9
CO. TOTAL	2,258	408

CITY OF COEUR D'ALENE

Bond Sale Planning
June 16, 2015

Eric Heringer
Managing Director
208-344-8577
eric.a.heringer@pjc.com

Important Disclosures

We are writing to provide you with certain regulatory disclosures as required by the Municipal Securities Rulemaking Board. As part of our services, Piper Jaffray may provide advice concerning the structure, timing, terms, and other similar matters concerning an issue of municipal securities that Piper Jaffray is underwriting or placing. However, Piper Jaffray intends to serve as a placement agent or an underwriter and not as a financial advisor to you on the Series 2015 Bonds; and the primary role of Piper Jaffray is to purchase securities for resale to investors or arrange for the placement of securities in an arm's-length commercial transaction between you and Piper Jaffray. Piper Jaffray has financial and other interests that differ from your interests.

Bond Sale Goals

Bond Sale Plan

- ❖ Sell entire \$6.0 million bond authorization to provide funds for projects and lock-in currently low interest rates.

Repayment Term

- ❖ 2025 final maturity (10 years) on new bond.

Repayment Structure

- ❖ Level annual debt service (standard amortization).

Bank-Qualified

- ❖ Designate the Bonds “Bank-Qualified” to achieve interest rates that are roughly 0.20% lower than non-bank-qualified bonds.

Sale Method

- ❖ Consider direct bank placement or bank loan to minimize costs.

Consider Refinancing of Series 2006 Bonds

- ❖ Series 2006 Bonds are subject to optional redemption on 9/1/2016.

Bond Sale Planning – Interest Rates

Bond sale planning will be impacted by interest rates in the municipal bond market.

- Interest rates remain low by historical standards, but have experienced heightened volatility and a recent rise in interest rates.



Updated Bond Analysis compared to pre-election

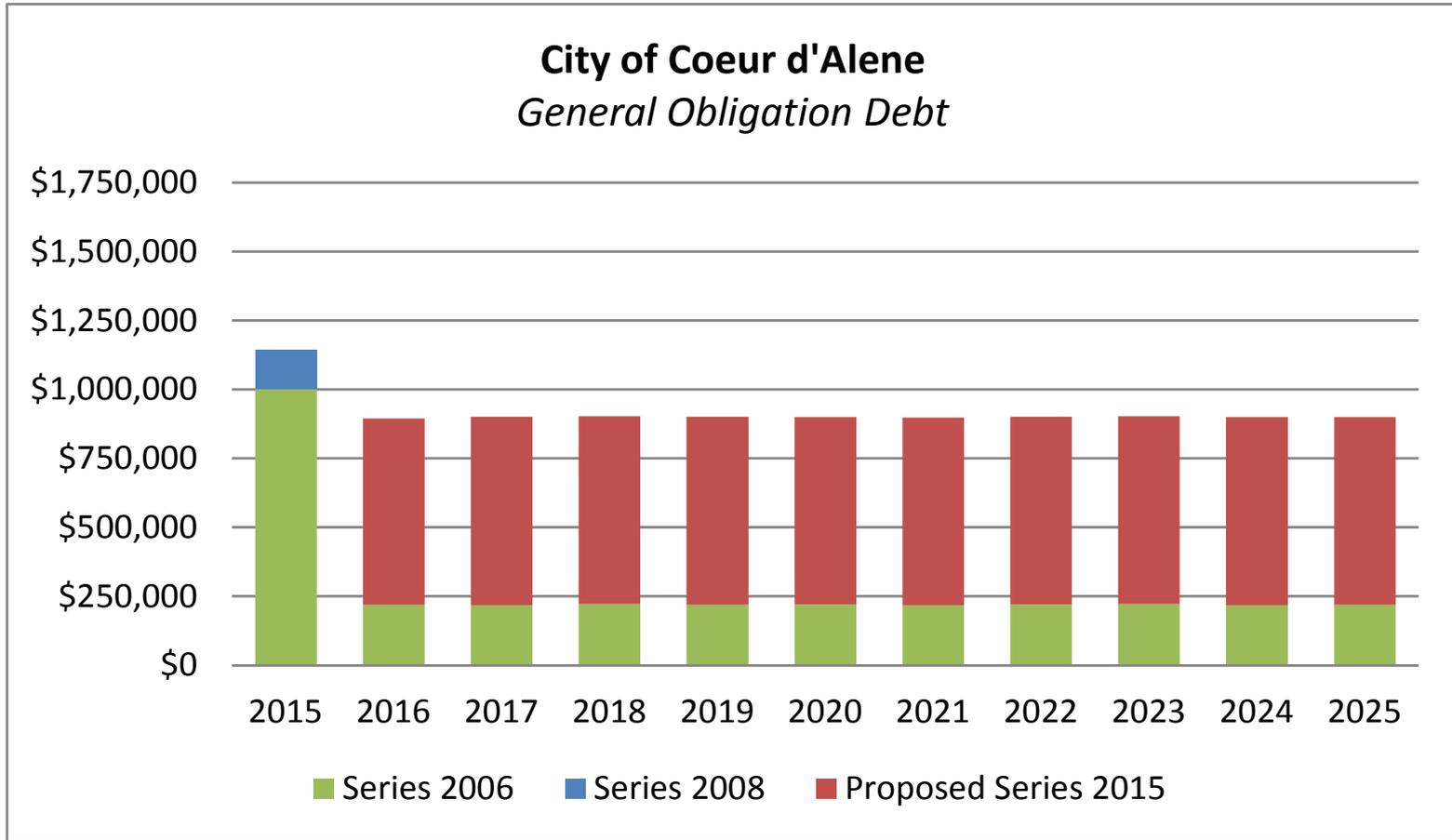
Planning Assumptions

Bond Amount:	\$6.0 million
Repayment Term:	10 Years
Optional Redemption (call feature):	Not subject to optional redemption
Structure:	Level debt service
First Interest Payment:	2/1/2016
Final Maturity:	8/1/2025

Updated Costs and Comparison

	Market Bond Sale	PP with Bank	Pre-Election Stats (rates as of 3/12/15)
All-In True Interest Cost	2.21%	2.49%	2.11%
Total Debt Service	6,753,851	6,801,585	6,718,400
Avg. Annual Debt Service	675,948	680,726	671,840
Source of Funds			
Bond Amount	6,000,000	6,000,000	
Net Premium	74,526	-	
Use of Funds			
Project Fund Deposit	6,000,000	5,957,500	
Costs of Issuance	74,526	42,500	
Total Use of Funds	6,074,526	6,000,000	

Bond Structure



Consider refinancing Series 2006 Bonds

Refunding Candidate: \$1,595,000 Series 2006, Maturing 2017-2025

Average Coupon: 4.57%

Call Date & Price: 9/1/2016 at par

Refunding Analysis

Date of Analysis	6/11/2015
All-in True Interest Cost (TIC)	2.21%

Savings Analysis

Savings Structure	Level
Total CF Savings - Net of Costs	\$152,270
Net Present Value Savings	\$138,231
% PV Savings of Old Bonds	8.67%

Savings as of 6/11/2015

Calendar Year	Savings as of 6/11/2015		
	Existing Bond Payments	Refunding Savings	Bond Payments After Refunding
2015	1,002,263	36,675	965,588
2016	219,650	12,470	207,180
2017	218,350	12,100	206,250
2018	221,825	13,575	208,250
2019	219,075	10,475	208,600
2020	221,075	12,275	208,800
2021	218,425	11,225	207,200
2022	220,550	10,150	210,400
2023	222,225	9,025	213,200
2024	218,450	12,850	205,600
2025	219,450	11,450	208,000
Totals	3,201,338	152,270	3,049,068

Schedule & Participants

Bond Sale Schedule (Preliminary)

- 6/16: Review financing plan with City Council
- 7/07: 40-day election protest period expires
- 7/07: Circulate Private Placement Term Sheet
- 7/20: Private Placement Bids Due
- 7/21: Accept Placement offer from Bank (regular City Council meeting)
- 8/04: Close Bonds (City receives money)

Participants:

- Issuer: City of Coeur d'Alene
- Bond Counsel: Hawley Troxell Ennis & Hawley
- Paying Agent: TBD
- Placement Agent: Piper Jaffray & Co.

Finance Department
Staff Report

Date: June 16, 2015
From: Troy Tymesen, Finance Director
Subject: Reimbursement Resolution

Decision Point:

To approve the reimbursement resolution which will allow the City to move forward with the purchase of equipment that was approved with the General Obligation bond vote. This resolution is necessary if the funding for the General Obligation bond is not completed prior to the delivery and payment of an asset. This resolution allows the City's General Fund to be repaid for any assets purchased prior to the City receiving the proceeds from the 2015 Public Safety General Obligation Bond.

History:

Voters approved the 2015 Coeur d'Alene Public Safety General Obligation Bonds in May in the amount of \$6,000,000.00.

Financial Analysis:

This resolution creates the necessary authorization and documentation for the transfer of funds back to the City's General Fund when the proceeds from the General Obligation Bond are received. This resolution satisfies the auditors and the Internal Revenue Service requirements.

Decision Point:

To approve the reimbursement resolution which will allow the City to move forward with the purchase of equipment that was approved with the General Obligation bond vote. This resolution is necessary if the funding for the General Obligation bond is not completed prior to the delivery and payment of an asset. This resolution allows the City's General Fund to be repaid for any assets purchased prior to the City receiving the proceeds from the 2015 Public Safety General Obligation Bond.

RESOLUTION NO. 15-029

WHEREAS, pursuant to the General Obligation Bond Election held May 19, 2015, the electorate of the City of Coeur d'Alene, Kootenai County, Idaho (the "City") approved the issuance by the City of up to \$6,000,000 general obligation bonds to finance the Project hereinafter described (the "Bonds");

WHEREAS, through the issuance of the Bonds, the City anticipates financing the costs of construction, acquisition and equipping of shared police/fire facilities and a mobile command/crime scene trailer and vehicle; construction and equipping of certain covered parking areas for police vehicles; acquisition and installation of a public safety camera network; and acquisition of certain fire protection vehicles and equipment; together with all necessary appurtenant facilities, improvements and equipment (such expenditures being herein referred to collectively as the "Project");

WHEREAS, upon issuance of the Bonds, the City reasonably intends to reimburse itself for certain expenditures on the Project (the "Reimbursable Expenditures") incurred (i) within 60 days prior to the date hereof, or (ii) after the date hereof but prior to the issuance of the Bonds.

NOW, THEREFORE, IT IS RESOLVED as follows:

Section 1. The purpose of this Resolution is to permit the City to reimburse itself from the proceeds of the Bonds for Reimbursable Expenditures not exceeding \$6,000,000 plus costs of issuance incurred up to 60 days prior to the date of this Resolution, or after the date hereof but prior to the issuance of the Bonds.

Section 2. Prior to the issuance of the Bonds, the City intends to incur and pay for Reimbursable Expenditures with its available funds, and hereby declares its intent and reasonably expects to reimburse itself for those Reimbursable Expenditures from the proceeds of the issuance of the Bonds not later than 18 months after the later of (i) the date of the Reimbursable Expenditures, or (ii) the date the Project is placed in service but no later than three years after the date of the Reimbursable Expenditures.

Section 3. The maximum principal amount of the Bonds expected to be issued to finance the Project is \$6,000,000 plus costs of issuance.

Section 4. This declaration of official intention is made pursuant to Section 1.150-2, Code of Federal Regulations.

Section 5. The officers of the City are hereby authorized and directed, for and in the name and on behalf of the City, to take any and all actions and execute, acknowledge and deliver any and all agreements, instruments or other documents and revisions or corrections thereof and amendments thereto, as may in their discretion be deemed necessary or desirable to carry out the terms, provisions and intent of this Resolution.

ADOPTED AND APPROVED this 16th day of June, 2015.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

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

_____ was absent. Motion _____.

STAFF REPORT

DATE: June 11, 2015
FROM: Mike Gridley – City Attorney
SUBJECT: Amending the boundary of Memorial Field to include property formerly controlled by BNSF Railroad

=====

DECISION POINT:

Should the city council amend the boundary of Memorial Field as defined in Municipal Code Section 4.05.030(A) to include the adjacent property owned by the City that was formerly controlled by BNSF Railroad?

HISTORY:

In 1904 Government Lot 48 from the abandoned Fort Sherman was given to the City for use as a public park, subject to the right of the railroad to use an existing right of way across the property. This 20 acre Lot 48 is currently occupied primarily by City Park and Memorial Field. BNSF has completed the abandonment of their right to use the right of way so the City now owns and controls the property (see attached map). Amending the definition of Memorial Field to include this property as Public Property will eliminate confusion and ensure that park rules can be uniformly enforced in the whole City Park/Memorial Field area (see attached proposed ordinance).

FINANCIAL ANALYSIS:

There is no financial impact since the property is already owned by the City. By amending the boundary of Memorial Field it will clarify where accessory or compatible park uses can be located. This may create an opportunity for revenue to the City from additional park concessions.

PERFORMANCE ANALYSIS:

The amendment of the definition of the boundary of Memorial Field will fulfill the purpose of the original gift of Lot 48 to the City and will add clarity that the property formerly controlled by BNSF is Public Property that is part of the City park system.

DECISION POINT/RECOMMENDATION:

It is recommended that the city council amend the boundary of Memorial Field as defined in Municipal Code Section 4.05.030(A) to include the adjacent property owned by the City that was formerly controlled by BNSF Railroad.



W Garden Ave

W Garden Ave

480

Northwest Blvd

Memorial Field

501

324

508

N Park Dr

W Mullan Rd

415

411

405

401

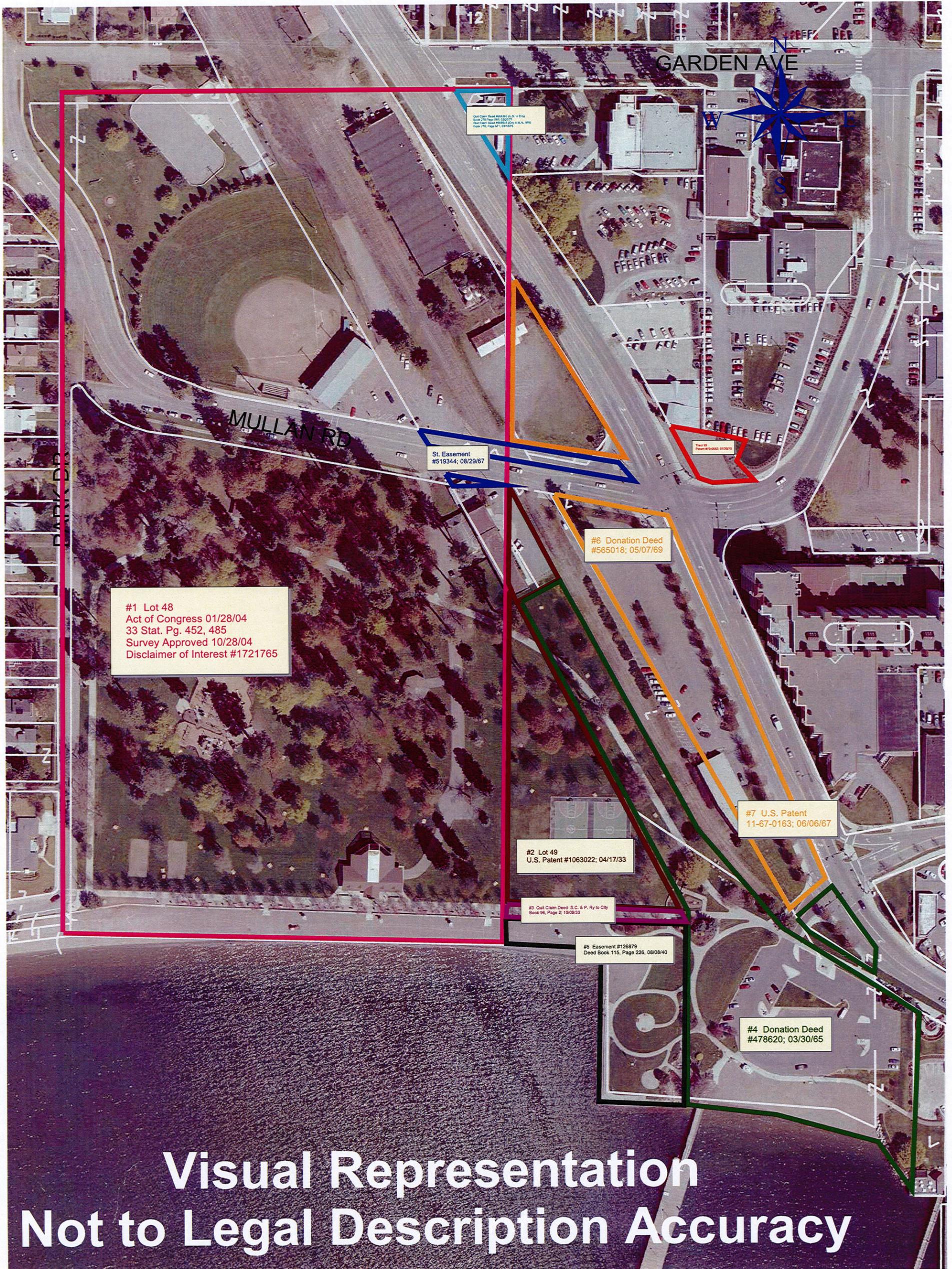
335

333

325

319

501



GARDEN AVE

MULLAN RD

#1 Lot 48
Act of Congress 01/28/04
33 Stat. Pg. 452, 485
Survey Approved 10/28/04
Disclaimer of Interest #1721765

Quit Claim Deed #68356, U.S. to City
Book 273, Page 156, 02/29/75
Quit Claim Deed #68356, U.S. to B.N. NMI
Book 273, Page 157, 03/18/75

St. Easement
#519344, 08/29/67

Quit Claim Deed #10060, 01/09/75

#6 Donation Deed
#565018; 05/07/69

#2 Lot 49
U.S. Patent #1063022; 04/17/33

#7 U.S. Patent
11-67-0163; 06/06/67

#3 Quit Claim Deed S.C. & P. Ry to City
Book 96, Page 2; 10/09/30

#5 Easement #126879
Deed Book 115, Page 226, 08/08/40

#4 Donation Deed
#478620; 03/30/65

**Visual Representation
Not to Legal Description Accuracy**

ORDINANCE NO. _____
COUNCIL BILL NO. 15-1011

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTION 4.05.030 TO CLARIFY THE DEFINITION OF MEMORIAL FIELD; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; PROVIDING THE PUBLICATION OF A SUMMARY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, after recommendation by the Parks and Recreation Director, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that said amendments be adopted; NOW, THEREFORE,

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

SECTION 1. *That Coeur d'Alene Municipal Code Section 4.05.030(A)[definition of Memorial Field only] is amended to read as follows:*

4.05.030: DEFINITIONS:

A. Public Property: Whenever in this title, or in this municipal code generally, areas of public property are described by the following terms, such terms refer to the areas of property described below:

MEMORIAL FIELD: An approximate 8.5 acre park and play field located at 501 West Mullan Road and generally bounded by Mullan Road on the south, Park Drive on the west, West Garden Avenue on the north and Northwest Boulevard ~~former BNSF rail line on the east (Sherman Park Add Lt 72 & A Portion Of Lt 48 Ft Sherman Abar'd Mil Res Ex R/W)~~. Memorial Field includes the Memorial Field Skateboard and BMX Freestyle Park, Memorial Field Parking Facility and the large wooden grandstand on the north side of Mullan Road between the softball field and the Memorial Field Parking Facility.

SECTION 2. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 3. Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the City of Coeur d'Alene City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

SECTION 4. The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

SECTION 5. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on June 16, 2015.

APPROVED, ADOPTED and SIGNED this 16th day of June, 2015.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Amending Municipal Code Section 4.05.030 Definition of Memorial Field

Insert Title ; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Amending Municipal Code Section 4.05.030 Definition of Memorial Field, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 16th day of June, 2015.

Warren J. Wilson, Chief Deputy City Attorney

To: Parks and Recreation Commission and City Council

From: Steve Anthony Parks and Recreation Director

Subject: Lease Agreement with ROW Adventures

Date: June 10, 2015

Decision Point:

The Parks and Recreation recommends that the City Council direct staff to negotiate an agreement with ROW Adventures to lease a portion of the property that formerly controlled by the BNSF Railroad.

History:

ROW is proposing to lease a 12x24 location in the dirt area east of the old Rail Road Tracks. This location is out of the F-6 Boundary and would be an allowable use for the property. The space would be used to put a portable wooden building approximately 12x24 as a rental location for paddle boards and bicycles. The City has never leased this space before, but would be similar to the leases at the Commercial Dock.

Financial Analysis:

Staff recommends a seasonal lease in the amount of \$1,500.00. The lease would be from June 18th to September 20, 2015. ROW would be required to have a one million dollar liability policy naming the City as a coinsured. The lease funds would be placed in the Capital Improvement Fund to be used at Memorial Field Park or Plaza.

Performance Analysis:

The rental of Paddle Boards and Bicycles are for recreation use and would be added amenity for Park users.

Recommendation: That the Parks and Recreation Commission and City Council instruct staff to negotiate an agreement with ROW to lease a portion of property on the old BNSF right away East of the Memorial Field parking lot.

PUBLIC HEARINGS

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: May 11, 2015

FROM: Warren Wilson, Deputy City Attorney

SUBJECT: Property Swap with the Coeur d'Alene North Owner's Association

DECISION POINT:

Declare the City's intent to exchange property with the Coeur d'Alene North Owners Association and set a public hearing for a proposed swap of real property with the Coeur d'Alene North Owner's Association.

HISTORY:

The City owns the small triangle of real estate (Lot 1, Block 2 Isles of Troy Subdivision) that serves as the entrance into the Coeur d'Alene North parking garage. The property is heavily encumbered with an access easement for the Coeur d'Alene North building, a 20' no-build easement along the eastern property line in favor of the abutting property to the east as well as a remnant of the flood protection wall. The City has leased this property to the Coeur d'Alene North Owner's Association for a term of 25 years. The lease includes a provision that the parties would pursue a trade of this real estate if another parcel of land of equivalent value could be located. The City recently determined that portions of Northwest Boulevard along the Coeur d'Alene North frontage is not wholly within City owned right of way. As such, staff has worked with the Coeur d'Alene North Owner's Association to prepare the proposed property swap. Under the terms of the proposed exchange, the City would obtain a sliver of property along Northwest Boulevard to place all of Northwest Boulevard in City owned right of way and a 9 foot wide easement to allow for the placement of traffic control devices and signage, utilities and sidewalks. Additionally, the City would retain an easement to maintain the flood protection wall for as long as is necessary. The Coeur d'Alene North Owner's Association would receive Lot 1, Block 2, Isles of Troy Subdivision and \$250, which represents the lease payments on the property.

FINANCIAL ANALYSIS:

The value of the currently owned lot is negligible to the City because it is relatively small and heavily encumbered, which renders it largely useless to others. Likewise, the value of the sliver of land that the City is seeking to acquire is relatively small in monetary terms. However, obtaining legal ownership of the Northwest Boulevard right of way is significant. The proposal from the Coeur d'Alene North includes the City repaying the \$250 lease payment.

PERFORMANCE / QUALITY OF LIFE ANALYSIS:

As noted above, the City has been looking for a property to trade with the Coeur d'Alene North for some time. The proposed trade is significant for the City because it gives the City complete ownership of Northwest Boulevard in this area. The City will retain the right to maintain the seawall for as long as it remains necessary. The proposed land exchange requires a public hearing.

DECISION POINT/RECOMMENDATION:

Declare the City's intent to exchange real property with the Coeur d'Alene North Owner's Association as outlined in the attached agreement and setting a public hearing for the proposed property exchange on June 16, 2015.

RESOLUTION NO. 15-030

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO APPROVING A LAND EXCHANGE AGREEMENT WITH THE COEUR D' ALENE NORTH OWNER'S ASSOCIATION AUTHORIZING THE EXCHANGE OF LOT 1 BLOCK 2, ISLES OF TROY SUBDIVISION, IN THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, RECORDED AT BOOK J PAGE 183 IN THE RECORDS OF THE KOOTENAI COUNTY RECORDER FOR A 10' WIDE STRIP OF PROPERTY ADJACENT TO THE PUBLIC RIGHT OF WAY ALONG NORTHWEST BOULEVARD IN THE VICINITY OF THE COEUR D'ALENE NORTH BUILDING AS MORE FULLY DESCRIBED IN THE AGREEMENT.

WHEREAS, on May 19th, 2015, the Mayor and City Council of the City of Coeur d'Alene expressed their intention to exchange the above referenced parcels in Resolution No. 15-024 and provided for a public hearing held June 16, 2015, on such proposal, all as provided by Idaho Code Section 50-1403; 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, that the Coeur d'Alene North Land Exchange Agreement, attached hereto as Exhibit "1", and by this reference incorporated herein, is hereby approved with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent that modifications are not substantial and as deemed necessary to effect said property exchange and protect the rights of the City;

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby authorized to execute a deed and any and all other documents necessary to complete the property exchange contemplated in Exhibit 1.

DATED this 16th day of June, 2015.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER ADAMS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

COEUR D'ALENE NORTH LAND EXCHANGE AGREEMENT

THIS AGREEMENT, made and entered into this 16th day of June, 2015, by and the City of Coeur d'Alene,, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, whose address is 710 E. Mullan St., Coeur d'Alene, Idaho 83814 hereinafter "City," and Coeur d'Alene North Homeowners Association Inc., a Idaho non-profit corporation, 301 N. 1ST Street, Coeur d'Alene, ID 83814, "Coeur d'Alene North."

WHEREAS, Coeur d'Alene North is the owner of real property, hereinafter referred to as Parcel A, more particularly described as:

That portion of Lot 1, Block 1 of Park View Tower recorded in Book F of Plats, Pages 143 through 143H, located in Section 14, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, described as follows;

COMMENCING at the northernmost corner of said Lot 1, marked by a bare 5/8 inch rebar, said point also being on the southerly right of way of Government Way; Thence South 63° 47' 59" West a distance of 39.19 feet to a point on said southerly right of way, said point being the TRUE POINT OF BEGINNING.

Thence South 74° 24' 29" West a distance of 66.03 feet to the beginning of a curve to the left, having a radius of 30.00 feet;

Thence southwesterly along said curve, an arc length 51.03 feet, through a central angle of 97° 28' 10", a chord bearing of South 25° 40' 24" West and a chord distance of 45.10 feet;

Thence South 23° 03' 41" East a distance of 416.08 feet to the beginning of a curve to the left, having a radius of 100.00 feet;

Thence southeasterly along said curve, an arc length 41.49 feet, through a central angle of 23° 46' 27", a chord bearing of South 34° 56' 55" East and a chord distance of 41.20 feet to a point on the southeasterly line of said Lot 1;

Thence along said southeasterly line, South 37° 23' 37" West a distance of 21.25 feet to a point on the easterly right of way of Northwest Blvd, said point being the southernmost corner of said Lot 1;

Thence along the westerly and northwesterly lines of said Lot 1 the following 4 courses:

- 1) along said easterly right of way of Northwest Blvd, North 23° 03' 41" West a distance of 455.48 feet to the beginning of a curve to the right, having a radius of 48.41 feet;**
- 2) northeasterly along said curve, an arc length 91.92 feet, through a central angle of 108° 47' 18", a chord bearing of North 31° 19' 58" East and a chord distance of 78.72 feet to the southerly right of way of said Government Way;**

- 3) a long said southerly right of way, North 85° 43' 37" East a distance of 26.64 feet to the beginning of a curve to the left, having a radius of 104.89 feet;
- 4) along southerly right of way, northeasterly along said curve, an arc length 20.72 feet, through a central angle of 11° 19' 08", a chord bearing of North 80° 04' 03" East and a chord distance of 20.69 feet to the TRUE POINT OF BEGINNING.

CONTAINING 5,363 square feet or 0.123 acres more or less.

Parcel A is shown as the Land Exchange property on the attached Exhibit "A" prepared by Welch-Comer Engineers.

WHEREAS, a portion of the paved Northwest Boulevard traffic lanes was constructed on Parcel A during the Northwest Boulevard and Lakeside Avenue reconstruction project in the 1980's; and

WHEREAS, this Agreement is being entered into in lieu of the City pursuing eminent domain to obtain the ownership of Parcel A; and

WHEREAS, the City is the owner of real property, hereinafter referred to as Parcel B, more particularly described as:

Lot 1 Block 2, Isles of Troy Subdivision, in the City of Coeur d'Alene, Kootenai County, Idaho, recorded at Book J Page 183 in the records of the Kootenai County Recorder.

WHEREAS, Parcel B is adjacent to property owned by the Coeur d'Alene North and is encumbered by a non-exclusive easement granted to the Coeur d'Alene North for driveway access to the Coeur d'Alene North first floor parking garage, by a pre-paid twenty-five year lease granted to the Coeur d'Alene North, a 20ft "no-build" easement granted to the adjacent property, and a flood protection wall ("seawall"); and

WHEREAS, Parcel B is underutilized by the City for public purposes; and

WHEREAS, the values of Parcel A and Parcel B are roughly equivalent; and

WHEREAS, the City deems it to be in the public interest and desires to exchange with the Coeur d'Alene North Parcel B for Parcel A in order for the entire paved portion of Northwest Boulevard traffic lanes be under the ownership and control of the City; and

WHEREAS, title 50, chapter 14 of the Idaho Code authorize the City to enter into an agreement to exchange real property.

NOW, THEREFORE,

Section 1: Declaration of Intent. The City hereby declares its intent to exchange the real property described as Parcel B for the real property described as Parcel A, without any money consideration, except the refund of the lease payment, finding that the properties to be exchanged are of comparable value to the parties and that the exchange of said property is for the benefit of the City and will allow the City to own the land over which the Northwest Boulevard pavement improvements were constructed.

Section 2: Binding Covenants

The foregoing and following are binding covenants of the Exchange Agreement ("Agreement"), not merely recitals, and represent considerations, promises, conditions and warranties binding upon the parties hereto.

Section 3: Real Property

The real properties subject to this exchange are in Coeur d'Alene, Kootenai County, Idaho, and consist of Parcels A and B, and are more particularly described above.

Section 4: Consideration

The City agrees to convey fee simple title in the real property described above as Parcel B, retaining an easement for the continued operation and maintenance of the seawall until such time as it is no longer needed, to Coeur d'Alene North and Coeur d'Alene North agrees to convey to the City fee simple title in the real property described above as Parcel A and that such mutual conveyances and the refund of the Lease payment from the Coeur d'Alene North to the City in the amount of \$250.00, shall be the sole considerations for this Agreement.

Section 5: Signage

The current City sign regulations require on-premises signs to be set back at least six feet from the property line. The parties acknowledge and agree that after the completion of this land exchange the new property line for the Coeur d'Alene North fronting Northwest Boulevard will be measured from the curb line, which is in excess of six feet from the existing sign on the Coeur d'Alene North property.

Section 6: Transaction Costs

The parties shall each pay their own costs of this transaction including but not limited to each party's attorney costs.

Section 7: Contingency

This Agreement is entered into contingent upon the approval of the Coeur d'Alene City Council after complying with the public hearing process set out in Idaho Code 50-1403 and the Coeur d'Alene North complying with the legal requirements of its Covenants, Conditions and Restrictions.

Section 8: Conveyance

Each party agrees to deliver to the other party a quitclaim deed conveying fee simple title, as provided in Section 4, to the parcel of property being exchanged within fifteen (15) calendar days of completion of all of the requirements of the provisions of Idaho Code Sections 50-1403 and the requirements of the Covenants, Conditions and Restrictions.

Section 9: Entire Agreement

This agreement shall be by this reference incorporated herein, all of which constitute the entire agreement between the parties thereto, and may not be modified except by an instrument in writing signed by the parties hereto.

Section 10: Law Applicable

This agreement is being executed in the state of Idaho and shall be construed and enforced in accordance with the laws of the State of Idaho.

Section 11: Costs and Fees

Should it become reasonably necessary for either party to commence any civil action to enforce or interpret any provision of this agreement or any right or obligation in connection therewith, then the prevailing party in such action shall be entitled, in addition to any other relief thereunder, to its costs of such proceeding, including a reasonable attorney fee. Should either party be reasonably required to send notice of default to the other as provided herein, the defaulting party shall pay the non-defaulting party its reasonable costs and fees incurred in the preparation of such notice; and such fees and costs shall be paid before such default is considered cured.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their hands effective the day and year first above written.

CITY OF COEUR D'ALENE

COEUR D'ALENE NORTH
HOMEOWNERS ASSOCIATION INC.

Steve Widmyer, Mayor

By _____
Isa President

ATTEST:

Renata, McLeod, City Clerk

STATE OF IDAHO)
 :SS
County of Kootenai)

On this 16th day of June, 2015, before me, a Notary for the state of Idaho, personally appeared **Steve Widmyer and Renata McLeod** known, or identified to me to be the Mayor and City Clerk, of the City of Coeur d’Alene, Kootenai County, Idaho, executing the herein instrument, and acknowledged to me that such City of Coeur d’Alene executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

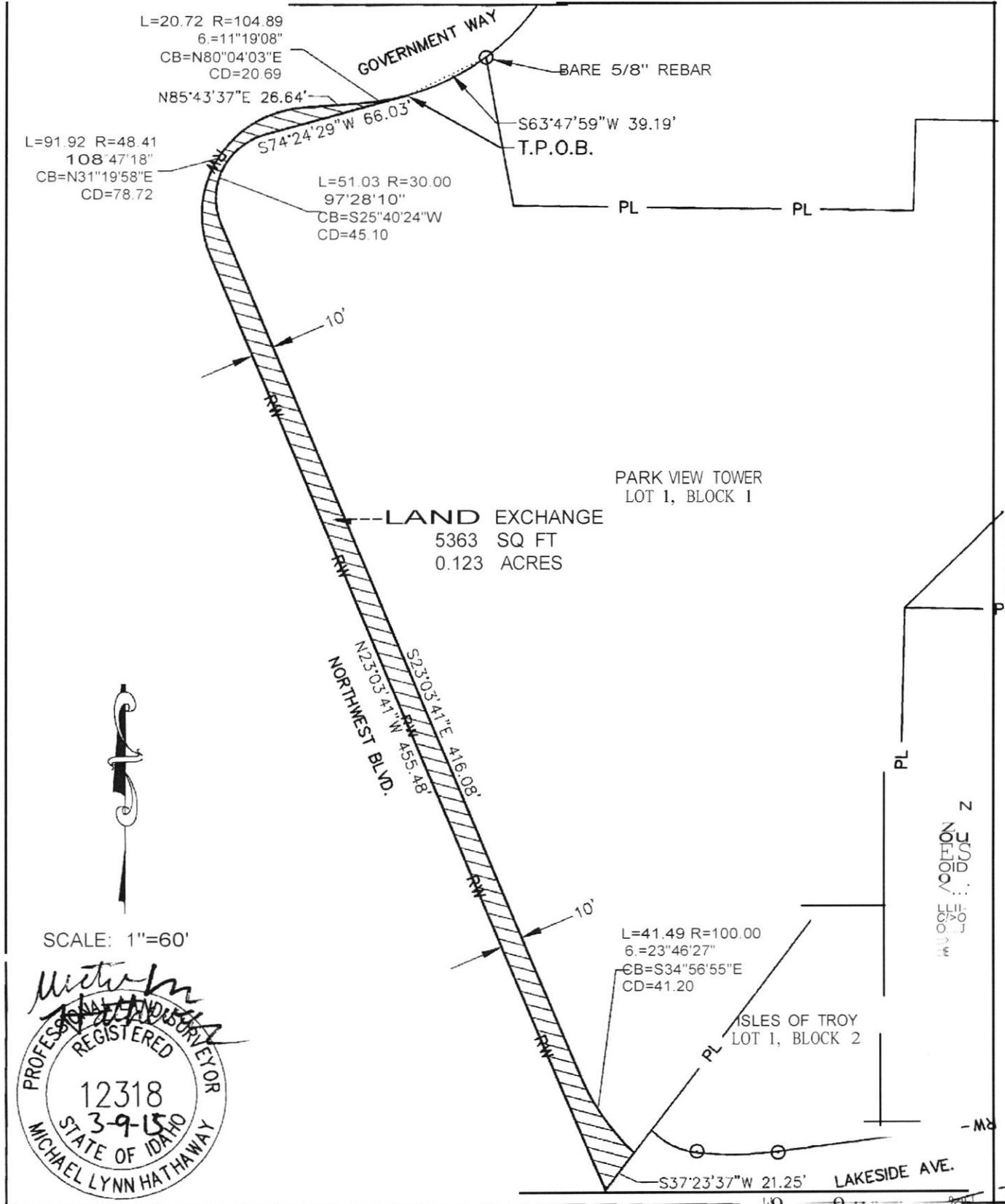
Notary Public for the state of Idaho
Residing at:
Commission Expires:

STATE OF IDAHO)
 :SS
County of Kootenai)

On this ___ day of June, 2015, before me, a Notary for the state of Idaho, personally appeared _____ known, or identified to me to be the _____, of Coeur d’Alene North Homeowners Association, Inc., the corporation that executed this instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

Notary Public for the state of Idaho
Residing at:
Commission Expires:



WELCH-COMER
 ENGINEERS | SURVEYORS
 www.welchcomer.com 208-664-9382
 350 E. Kathleen Ave. (toll free) 877-815-5672
 Coeur d'Alene, ID 83815 (fax) 208-664-5946

CITY OF COEUR D'ALENE
 LAND EXCHANGE
 ALONG NORTHWEST BLVD.
 SEC. 14, T. 50 N., R. 4 W.

DATE: 9-1-11
 DRAWN BY: TJF
 DWG NAME: 41201EX01.DWG
 SHEET NO: 1 OF 1

RESOLUTION NO. 15-031

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN EASEMENT AGREEMENT FOR LOT 1, BLOCK 1 PARK VIEW TOWER CONDOMINIUM PLAT LOCATED IN TOWNSHIP 50 N, RANGE 4 W, BOISE MERIDIAN, AND RECORDED IN BOOK F AT PAGE 143.

WHEREAS, it is recommended that the City of Coeur d'Alene enter into an Easement Agreement with Coeur d'Alene North Homeowners Association, Inc. for a public sidewalk, public utilities, traffic control signage and traffic light controls pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "1" 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 an Easement Agreement for public sidewalk, public utilities, traffic control signage and traffic light controls, in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference 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 agreement on behalf of the City.

DATED this 16th day of June, 2015.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

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

_____ was absent. Motion _____.

EASEMENT AGREEMENT

This Easement Agreement is entered into this 16th day of June, 2015, between Coeur d'Alene North Homeowners Association, Inc., an Idaho corporation, 301 1st Street, Coeur d'Alene, ID 83814, acting on behalf of the condominium owners pursuant to the authority granted to the board of directors through the Restated Declaration of Covenants, Conditions and Restriction recorded as instrument #1820890 August 12, 2003, (hereinafter Grantor) and the City of Coeur d'Alene, a municipal corporation, 710 E. Mullan St., Coeur d'Alene, ID 83814 (hereinafter Grantee).

WHEREAS, a public sidewalk, public utilities, traffic control signage and traffic light controls are currently located within the Coeur d'Alene North Condominium's common space; and

WHEREAS, Grantee desires to obtain a perpetual, non-exclusive easement for the installation, maintenance and replacement of those existing facilities. NOW THEREFORE, Grantors do hereby grant to Grantee a permanent and perpetual non-exclusive easement for the installation, replacement, improvement, operation and maintenance of a public sidewalk, underground public utilities, traffic control signage and traffic control light controls and apparatus public, over, upon and across a portion of the common spaces of the following described real property, limited to the location shown with cross-hatches on Exhibit "A", which extends nine feet from the curb line towards the building, attached hereto and incorporated herein by reference.

Lot 1, Block 1 Park View Tower Condominium Plat located in Township 50 N, Range 4 W, Boise Meridian, and recorded in Book Fat Page 143.

As full and complete consideration for the easement Grantee agrees to indemnify, to the extent allowed by law, and hold the Grantor and its members harmless for damages to the sidewalk, and/or injuries to persons and property, caused by the Grantee's use of the easement and installation, operation, maintenance or replacement of the facilities authorized by this Easement Agreement.

Grantee shall have and hold said easement for the limited purposes set above. The Grantor herein expressly limits the grant of this easement to its respective interest and authority, and that of its successors, in that parcel of land over, under, upon and across which said easement lies.

This Easement Agreement shall run with the land and shall be binding on the heirs and assigns of the parties.

GRANTOR
Coeur d'Alene North Homeowners
Association, Inc.

GRANTEE
City of Coeur d'Alene

By _____
Its President

Steven Widmyer, Mayor
ATTEST:

Renata McLeod, City Clerk

STATE OF IDAHO)
 :ss
County of Kootenai)

On this __ day of June, 2015, before me, a Notary for the state of Idaho, personally appeared Archie McGregor known, or identified to me to be the president, of the corporation that executed this instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

Notary Public for the state of Idaho
Residing at: _____
Commission Expires: _____

STATE OF IDAHO)
 :ss
County of Kootenai)

On this 16th day of June, 2015, before me, a Notary for the state of Idaho, personally appeared **Steven Widmyer and Renata McLeod**, or identified to me to be the Mayor and City Clerk, of the City of Coeur d'Alene, Kootenai County, Idaho, executing the herein instrument, and acknowledged to me that such city of Coeur d'Alene executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

Notary Public for the state of Idaho
Residing at: _____
Commission Expires: _____

Easement Area

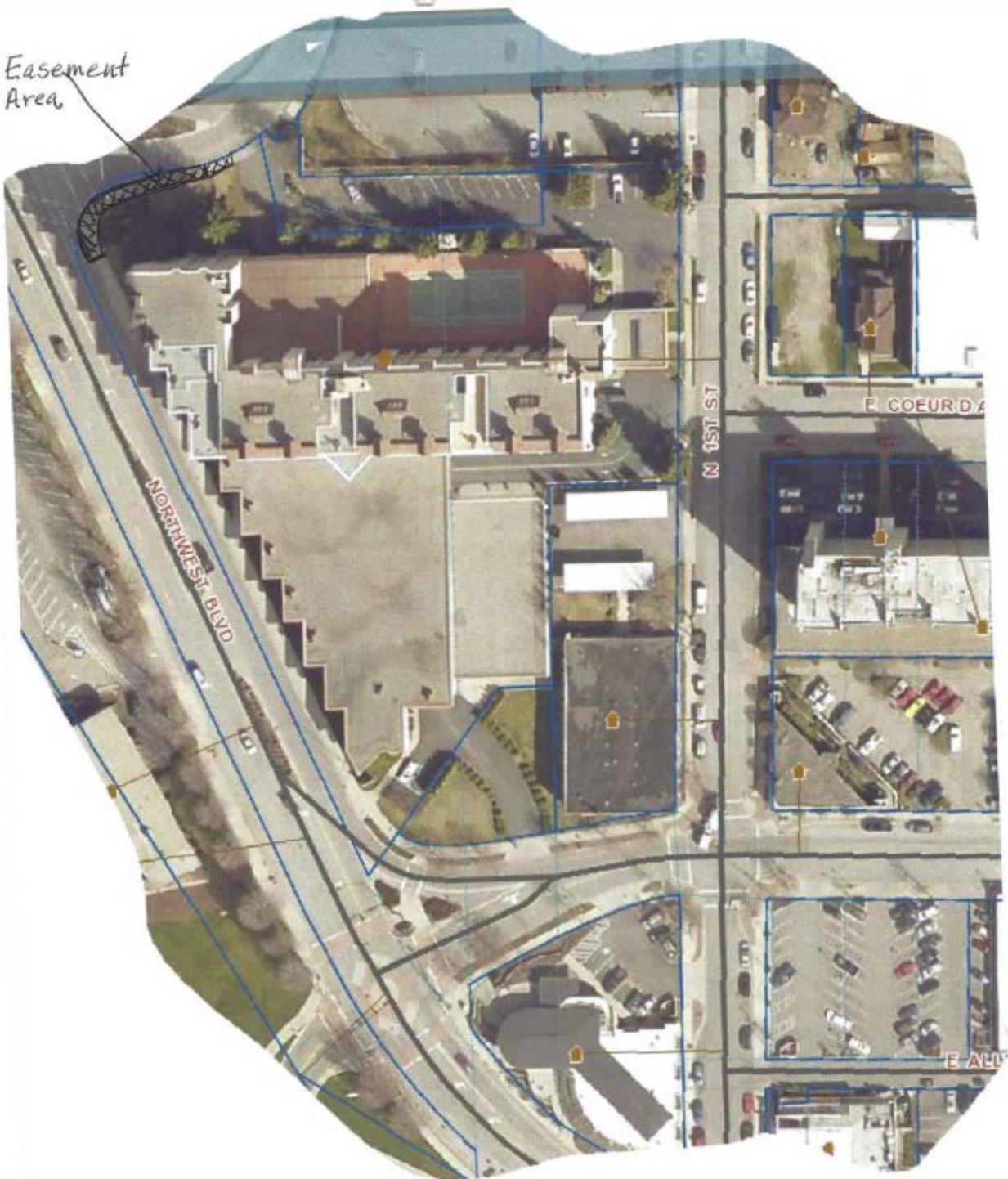


Exhibit A

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

**PUBLIC WORKS COMMITTEE
MINUTES
June 8, 2015
4:00 p.m., Library Community Room**

COMMITTEE MEMBERS PRESENT

Councilmember Woody McEvers
Councilmember Dan Gookin
Councilmember Kiki Miller

STAFF PRESENT

Gordon Dobler, Engineering Svcs. Dir.
Jim Hammond, City Administrator

**Item 1 Establishing Parking on 4th Street South of Sherman
No Motion – For Information Only**

Gordon Dobler, Engineering Services Director, presented an information-only item regarding evaluation of the potential to restore parking on 4th Street, south of Sherman. This section of road used to have parking on both sides, but the street was narrowed to 24' and parking removed with the McEuen Park project. Some of the adjacent businesses have expressed an interest in restoring parking in this area.

Mr. Dobler noted in his staff report that restoring parking could be done with minimal financial import and would only involve removing some striping. Adding parking to either side would mean eliminating one of the travel lanes and allowing parking against the curb. The street is not wide enough to allow parking on both sides and maintain an adequate travel lane width. Restoring parking to one side would add about 7-8 parking spaces. Minor modifications to the signal detection would need to occur, such as removing the detectors in the lane that is eliminated. Traffic volumes could be accommodated with a single lane without affecting the level of service.

Mr. Dobler said that the 15 minute parking zone would actually be a pop out so it wouldn't actually encroach in the existing lane. Parking could probably be accommodated best on the west side of the street. There would potentially be a sight issue on the southwest corner of the intersection because there would be parking up to the crosswalk.

Councilmember Gookin asked if the owners on the west side of the street wanted to "bulb out" and create special parking spaces, would that still be possible. Mr. Dobler responded that it could and there are no engineering reasons not to allow it. He also noted that parking would need to be removed if council wanted two-way traffic on that portion of the street.

Councilmember Miller asked if safety vehicles were considered and how they would access the buildings. Mr. Dobler said that if the vehicles had to stop in that section of the street, they would totally block the street off; however, there are other accesses on 5th or 6th Street if needed. A single lane is more of a restriction for emergency vehicles. The lane width would be 16 feet once the parking was added, and Mr. Dobler added that he could not think of any place around town with that narrow of a lane.

Councilmember Miller asked if there is a basic traffic and growth feasibility study that is used as a model to base recommendations on. Mr. Dobler said this is a unique situation. Theoretically they require a traffic study if a high end user wants to come in, but they are not always required, especially in the downtown area. Large commercial projects like Costco and Winco would be required to do a traffic impact study.

Councilmember McEvers asked how Councilmember Gookin would proceed if he wanted to move forward with these ideas. Mr. Dobler suggested that he go to the Parking Commission and the Downtown Association.

MOTION: No motion – for Information Only.

**Item 2 Approval of State-Local Agreement for Design of Seltice Way Sidewalk
Consent Calendar**

Gordon Dobler, Engineering Services Director, presented a request for approval of an agreement with ITD for design of Seltice Way sidewalk, from Northwest Boulevard to west of Riverstone Drive on the south side.

Mr. Dobler stated in his staff report that in 2014 the city applied for a federal grant for the design and construction of sidewalk. The grant was approved for design in Fiscal Year 2016 and construction in Fiscal Year 2017. The estimated cost for design and construction is \$395,000. There is a 20% match required, so the match is estimated at \$79,000. The amount estimated for design in Fiscal Year 2016 is \$79,000. The project is included in the current 5 year capital plan, and includes the construction of new sidewalk and multi-use path on the south side of Seltice, from Northwest Boulevard to west of Riverstone Drive. The sidewalk will be constructed within the existing right-of-way.

Mr. Dobler explained that the sidewalk will be 10 feet wide and will go as far as the money will allow. He noted that there is a development putting in apartments right now and they are putting in a 10 foot sidewalk along their frontage. Fairwinds is also coming in with a new building proposal and if it goes through, they will also require that they put the 10 foot sidewalk in front of their building.

Mr. Dobler further noted that in order to increase the chances of getting the grant, the city offered a 20% match instead of the usual 7.34%. The matching funds will come out of impact fees.

Councilmember McEvers asked if any of the work could be done by an in-house crew. Mr. Dobler said they haven't gotten that far yet, but the option can certainly be explored.

Councilmember Gookin asked about the landscaping in front of the two hotels and what would be done. Mr. Dobler said that he hasn't figured it out yet, but a couple of ideas he has been thinking about include putting in a 5 foot sidewalk in that location, or possibly even narrowing the road a bit and pulling the curb out in other to put in the 10 foot sidewalk. The city might even think about approaching the property owners regarding buying a little bit of right-of-way from them.

Councilmember Miller said that when she sees a concrete sidewalk, she thinks more of pedestrians than if she sees asphalt. She wondered if there could be a change in material, because a concrete sidewalk would make it more of a walking side than a bicycle side. Mr. Dobler said there are pros and cons to concrete in that it is more expensive but lasts a lot longer. He will pursue looking into it.

Councilmember McEvers asked if narrowing the street would eliminate the two lanes, or just make them narrow. Mr. Dobler responded that it would just make them narrower.

MOTION: Motion by Miller, seconded by Gookin , to recommend council approval of Resolution No. 15-027 authorizing an agreement with ITD for design of Seltice Way sidewalk, from Northwest Boulevard to west of Riverstone Drive on the south side. Motion carried.

The meeting adjourned at 4:23 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison

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

FUND	BALANCE 4/30/2015	RECEIPTS	DISBURSE- MENTS	BALANCE 5/31/2015
<u>General-Designated</u>	\$439,422	\$231	\$35,395	\$404,258
<u>General-Undesignated</u>	8,081,597	4,915,182	6,978,521	6,018,258
<u>Special Revenue:</u>				
Library	152,240	60,278	148,481	64,037
CDBG	(21,120)	31,912	10,792	-
Cemetery	(29,360)	56,856	32,021	(4,525)
Parks Capital Improvements	174,044	99,937	13,003	260,978
Impact Fees	3,837,259	69,385	95,500	3,811,144
Annexation Fees	328	4,750		5,078
Insurance	(161,541)	3,137	571	(158,975)
Cemetery P/C	1,760,485	6,660	12,361	1,754,784
Jewett House	38,746	1,541	6,351	33,936
Reforestation	17,288	943	496	17,735
Street Trees	224,862	12,945	8,506	229,301
Community Canopy	2,631	401	1,356	1,676
CdA Arts Commission	1,488		8	1,480
Public Art Fund	73,284	15	1,706	71,593
Public Art Fund - LCDC	375,562	75	1,400	374,237
Public Art Fund - Maintenance	125,255	26	3,000	122,281
<u>Debt Service:</u>				
2002 & 2006 G.O. Bonds	1,051,844	12,628		1,064,472
LID Guarantee	34,423	6		34,429
LID 130 Lakeside / Ramsey / Industrial Park	48,444			48,444
LID 149 4th Street	1,005			1,005
<u>Capital Projects:</u>				
Street Projects	(794,043)	939,114	340,464	(195,393)
<u>Enterprise:</u>				
Street Lights	39,914	40,998	46,718	34,194
Water	(80,935)	326,604	402,461	(156,792)
Water Capitalization Fees	3,534,982	77,544		3,612,526
Wastewater	5,342,672	662,159	653,070	5,351,761
Wastewater-Reserved	908,545	27,500		936,045
WWTP Capitalization Fees	4,981,385	146,998		5,128,383
WW Property Mgmt	60,668			60,668
Sanitation	(180,536)	307,115	296,561	(169,982)
Public Parking	(231,340)		5,005	(236,345)
Drainage	339,083	85,747	64,230	360,600
Wastewater Debt Service	1,013,114	204		1,013,318
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	166,273	176,598	166,322	176,549
LID Advance Payments	3,238			3,238
Police Retirement	1,411,014	15,800	29,750	1,397,064
Sales Tax	4,056	2,453	4,056	2,453
BID	144,465	3,879		148,344
Homeless Trust Fund	482	325	482	325
GRAND TOTAL	\$32,891,222	\$8,089,946	\$9,358,587	\$31,622,581

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 EIGHT MONTHS ENDED
 May 31, 2015

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 5/31/2015	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$225,227	\$147,735	66%
	Services/Supplies	11,800	7,174	61%
Administration	Personnel Services	245,263	142,784	58%
	Services/Supplies	49,620	47,801	96%
Finance	Personnel Services	642,985	420,565	65%
	Services/Supplies	92,760	72,145	78%
Municipal Services	Personnel Services	1,058,369	669,234	63%
	Services/Supplies	479,731	347,417	72%
	Capital Outlay	14,500	14,500	100%
Human Resources	Personnel Services	203,529	125,023	61%
	Services/Supplies	43,400	20,467	47%
Legal	Personnel Services	1,377,493	900,661	65%
	Services/Supplies	98,853	46,062	47%
Planning	Personnel Services	511,938	313,037	61%
	Services/Supplies	38,050	16,303	43%
Building Maintenance	Personnel Services	320,587	194,433	61%
	Services/Supplies	159,515	83,105	52%
	Capital Outlay			
Police	Personnel Services	10,161,453	6,506,405	64%
	Services/Supplies	913,287	678,087	74%
	Capital Outlay	141,720	84,846	60%
Fire	Personnel Services	7,846,872	4,999,478	64%
	Services/Supplies	418,836	201,312	48%
	Capital Outlay			
General Government	Services/Supplies	49,150	49,207	100%
	Capital Outlay		1,061,949	
Byrne Grant (Federal)	Personnel Services			
	Services/Supplies		11,810	
	Capital Outlay			
COPS Grant	Personnel Services	169,690		
	Services/Supplies			
CdA Drug Task Force	Services/Supplies	25,710		
	Capital Outlay			
Streets	Personnel Services	1,864,947	1,138,801	61%
	Services/Supplies	575,130	397,174	69%
	Capital Outlay	75,500	207,719	275%

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 EIGHT MONTHS ENDED
 May 31, 2015

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 5/31/2015	PERCENT EXPENDED
ADA Sidewalk Abatement	Personnel Services	226,757	141,819	63%
	Services/Supplies	38,900	(6,308)	-16%
Engineering Services	Personnel Services	543,375	356,185	66%
	Services/Supplies	744,450	468,692	63%
	Capital Outlay			
Parks	Personnel Services	1,302,194	731,576	56%
	Services/Supplies	475,250	238,110	50%
	Capital Outlay	92,500	97,554	105%
Recreation	Personnel Services	627,711	356,589	57%
	Services/Supplies	142,130	98,153	69%
	Capital Outlay	26,500	15,534	59%
Building Inspection	Personnel Services	810,926	535,711	66%
	Services/Supplies	31,131	21,737	70%
Total General Fund		32,877,739	21,960,586	67%
Library	Personnel Services	1,077,761	691,120	64%
	Services/Supplies	189,350	105,636	56%
	Capital Outlay	120,000	72,288	60%
CDBG	Services/Supplies	359,966	94,755	26%
Cemetery	Personnel Services	145,526	100,915	69%
	Services/Supplies	98,664	40,949	42%
	Capital Outlay	40,000	39,585	99%
Impact Fees	Services/Supplies	194,956	96,885	50%
Annexation Fees	Services/Supplies	117,000	117,000	100%
Parks Capital Improvements	Capital Outlay	244,000	223,371	92%
Insurance	Services/Supplies	420,000	350,366	83%
Cemetery Perpetual Care	Services/Supplies	97,500	56,572	58%
Jewett House	Services/Supplies	67,089	40,710	61%
Reforestation	Services/Supplies	2,000	4,914	246%
Street Trees	Services/Supplies	65,000	19,052	29%
Community Canopy	Services/Supplies	1,500	2,361	157%
CdA Arts Commission	Services/Supplies	6,750	62	1%
Public Art Fund	Services/Supplies	210,600	37,926	18%
Total Special Revenue		3,457,662	2,094,467	61%

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
EIGHT MONTHS ENDED
May 31, 2015

<u>FUND OR DEPARTMENT</u>	<u>TYPE OF EXPENDITURE</u>	<u>TOTAL BUDGETED</u>	<u>SPENT THRU 5/31/2015</u>	<u>PERCENT EXPENDED</u>
Debt Service Fund		<u>1,249,015</u>	<u>177,807</u>	<u>14%</u>

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
EIGHT MONTHS ENDED
May 31, 2015

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 5/31/2015	PERCENT EXPENDED
Seltice Way Design	Capital Outlay	530,000	5,000	1%
Front Avenue Project	Capital Outlay		65,176	
Govt Way - Hanley to Prairie	Capital Outlay	2,300,000	1,947,047	85%
Levee Certification	Capital Outlay	362,500	164,149	45%
I-90 Curb Ramps	Capital Outlay	65,000		
3rd / Harrison signal	Capital Outlay			
Atlas Road Widening	Capital Outlay			
Kathleen Ave Widening	Capital Outlay			
Total Capital Projects Funds		3,257,500	2,181,372	67%
Street Lights	Services/Supplies	535,600	353,992	66%
Water	Personnel Services	1,844,726	1,181,601	64%
	Services/Supplies	4,196,929	699,462	17%
	Capital Outlay	2,284,300	1,161,001	51%
Water Capitalization Fees	Services/Supplies	700,000		
Wastewater	Personnel Services	2,440,897	1,544,800	63%
	Services/Supplies	6,527,764	1,467,251	22%
	Capital Outlay	3,714,470	1,885,968	51%
	Debt Service	2,026,641	532,519	26%
WW Capitalization	Services/Supplies	1,913,000		
Sanitation	Services/Supplies	3,560,334	2,421,762	68%
Public Parking	Services/Supplies	220,839	97,149	44%
	Capital Outlay			
Stormwater Mgmt	Personnel Services	133,179	69,459	52%
	Services/Supplies	610,930	213,474	35%
	Capital Outlay	435,000	266,137	61%
Total Enterprise Funds		31,144,609	11,894,575	38%
Kootenai County Solid Waste		2,200,000	1,330,096	60%
Police Retirement		183,920	110,603	60%
Business Improvement District		186,000	60,000	32%
Homeless Trust Fund		5,500	3,070	56%
Total Fiduciary Funds		2,575,420	1,503,769	58%
TOTALS:		\$74,561,945	\$39,812,576	53%