

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

AGENDA

VISION STATEMENT

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

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

6:00 P.M.

SEPTEMBER 6, 2016

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Pastor Paul Peabody with Grace Bible Church

C. PLEDGE OF ALLEGIANCE

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

E. PRESENTATION:

1. EAST SHERMAN UPDATE

Presented by: Hilary Anderson, Community Planning Director

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

1. Approval of Council Minutes for the August 16, 2016 Council Meeting.
2. Approval of Bills as Submitted.
3. Approval of Minutes for the General Services and Public Works Committee Meetings held August 22, 2016.
4. Setting of General Services and Public Works Committees meetings for September 12, 2016 at 12:00 noon and 4:00 p.m. respectively.

5. Approval of a Cemetery lot repurchase from Jakob and Jackie Ruchti for Lots 325, 324, Block J , Section Riv in Forest Cemetery Annex (Riverview)
As Recommended by the City Clerk
6. Approval of a Cemetery lot transfer from James and Gail Hawkins to Nancy Chadderdon for Lots 13 and 14, Block 36 , Section A in Forest Cemetery
As Recommended by the City Clerk
7. Approval of a Cemetery lot repurchase from Joseph and Susan Gerards for Niche 25, Block J, Section Niche in Forest Cemetery
As Recommended by the City Clerk
8. **Resolution No. 16-043**
 - a. Agreement with the Forest Service for Reciprocal Access and Two Easements between the United States and the City for Public Parking and Access
 - b. Agreement with School District 271 for School Resource Officers during the Fiscal/School Year 2016-2017
 - c. Lease Agreement with Fatbeam, LLC. for Dark Fiber Optic Cable Installation at Fire Station No. 4
 - d. Lease Renewal with the 11th Street Dockowner's Association for a five-year term
As Recommended by the General Services Committee
 - e. Agreement with Welch Comer Engineers for Professional Engineering Services
As Recommended by the Public Works Committee

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

G. ANNOUNCEMENTS

1. **City Council**
2. **Mayor**

H. GENERAL SERVICES

1. **Resolution No. 16-044** - Contract Amendment with Longwell + Trapp for the City Hall ADA Remodel Project and design services for the bid alternate of stairs/ramp between City Hall and the Library
Staff Report by Renata, Municipal Services Director

I. PUBLIC WORKS

1. **Resolution No. 16-045** – City Purchasing Policies
 - a. Procurement of Personal Property and Services Policy
 - b. Procurement of Public Works Construction Policy.

Staff Report by Mike Gridley, City Attorney

City Council Agenda September 6, 2016

J. OTHER BUSINESS

1. **Resolution No. 16-046** – Agreement with Chapman Financial Services for parking ticket collection.

Staff Report by: Sam Taylor, Deputy City Administrator

2. **Council Bill No. 16-1018** – Amendments to Arts Commission Membership; Municipal Code 2.84.020 Established; Composition; Terms.

Staff Report by: Sam Taylor, Deputy City Administrator

3. **Resolution No. 16-047** – Agreement with Avista for Natural Gas Service Extension to the City's Ramsey Road property at 3858 and 3862 N. Ramsey Road.

Staff Report by: Howard Gould, Building Maintenance Superintendent

K. PUBLIC HEARINGS

1. (Quasi-judicial) A-3-16 - Lake City Engineering; 2650 & 2750 W. Prairie Avenue for annexation and zoning from County Ag. to City R-8

Staff Report by: Tami Stroud, Planner

2. **Council Bill No. 16-1019** - Annual Appropriation Hearing for Fiscal Year October 1, 2016-September 30, 2017.

Staff Report by: Troy Tymesen, Finance Director

L. ADJOURN:

This meeting is aired live on CDA TV Cable Channel 19

Coeur d'Alene

CITY COUNCIL MEETING

September 6, 2016

MEMBERS OF THE CITY COUNCIL:

Steve Widmyer, Mayor

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

PRESENTATIONS



EAST SHERMAN UPDATE

Implementation Plan

CDA 2030 VISIONING PROJECT



ACTION SPOTLIGHT



East Sherman Avenue Master Plan

Revitalizing Coeur d'Alene's eastern gateway as a vibrant part of the city.

As the eastern gateway to Coeur d'Alene, an important access point to the Lake Coeur d'Alene waterfront, and an extension of Coeur d'Alene's traditional small town main street, East Sherman Avenue is in need of revitalization in order to realize its potential as a vibrant part of the city. Among the issues that currently face East Sherman are a lack of adequate social services, unmaintained buildings and infrastructure, deficiencies in retail businesses, unrealized potential, and a lack of development continuity as a primary access route and residential area. Coeur d'Alene plans to promote comprehensive revitalization of this area through development of the East Sherman Avenue Master Plan.

Action:

East Sherman Avenue Master Plan - Develop and implement a master plan for redevelopment of the East Sherman Avenue neighborhood, incorporating an inviting, gateway-style east entrance to the city.

Lead Partner: City of Coeur d'Alene

Supporting Partners: City of Fernan Village, neighbors, businesses

Implementation Timeline:

2014 ○ 2015-16 ● 2017-19 ○ 2020+ ○

Milestones:

By the year 2016, an East Sherman Avenue Master Plan will provide the City of Coeur d'Alene with recommendation for a combination of design and management improvements to provide a diverse mix of residential and commercial land uses.

Community Benefits:

- Increased property tax revenue
- Better public perceptions
- Improved access to public services
- Further economic development
- Amplified cultural vitality



2015 by the Numbers...

- **2** Town Hall meetings with **230+** attendees
- **270** survey participants
- **124** participants at CDA 2030 Annual Celebration
- **170** people on the mailing list
- **40+** volunteers
- **1** Better Block grant awarded
- **750** people attended PARK(ing) IT ON SHERMAN



Public Involvement



**EAST SHERMAN
TOWN HALL MEETINGS**

Join the conversation about **East Sherman**
& help create a **vision** for the corridor!

Two OPPORTUNITIES TO PARTICIPATE:
June 3rd from 5-7 pm @ Library Community Room (702 E. Front Ave.)
June 18th from 5-7 pm @ Harding Family Center (411 N. 15th St.)

Did you know? Creating an **East Sherman Avenue Master Plan** to revitalize the city's eastern gateway was identified as an Action Spotlight in the **CDA 2030 Plan**.

City of Salem
Color of Salem
2030



**PARK(ing) IT
ON SHERMAN!**

(BETTER) BLOCK PARTY!

SEPT 18-19

FRI: 4 - 9 PM
SAT: 11 AM - 9 PM

WELCOME

1600 SHERMAN AVE





2016 by the Numbers...

- **30** stakeholders interviewed
- **1** intern focused on East Sherman
- **243** properties evaluated
- **7** maps created for master plan
- **1** grant application for **3** RRFBs
(with support from **8** community partners)

Property Analysis & Mapping

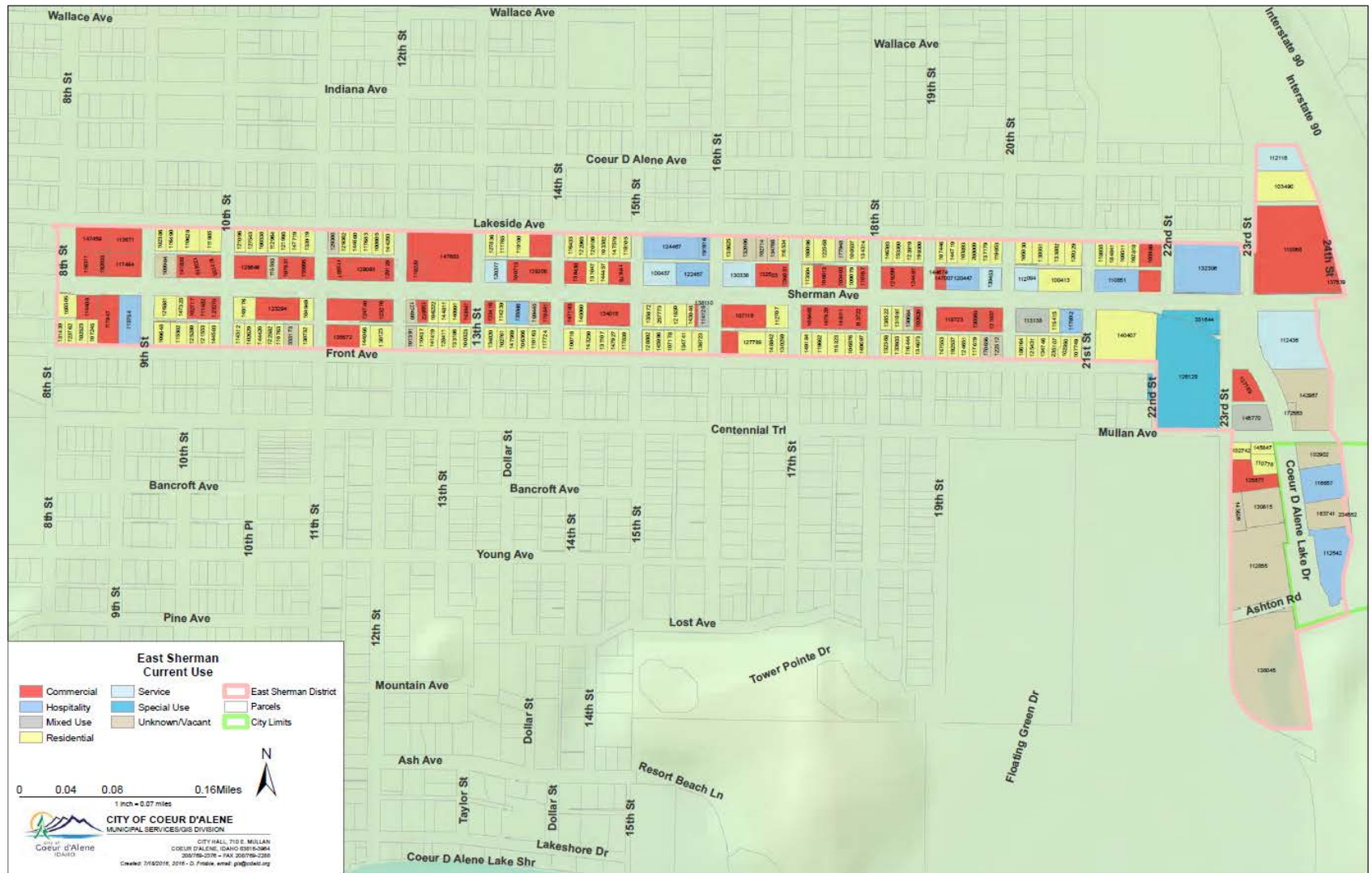




	CITY	STAT	ZIP	APPR	DIS
	COEUR D ALENE	ID	83814	C	
	COEUR D ALENE	ID	83814	C	
	COEUR D ALENE	ID	83814		4
	COEUR D ALENE	ID	83814		4
	COEUR D ALENE	ID	83814	C	
	COEUR D ALENE	ID	83816	C	
	COEUR D ALENE	ID	83816	C	
	COEUR D ALENE	ID	83816	C	
	COEUR D ALENE	ID	83816	C	
	HAYDEN	ID	83835	C	
	DALTON GARDENS	ID	83815	C	
	COEUR D ALENE	ID	83814		4
	DALTON GARDENS	ID	83815		4
	DALTON GARDENS	ID	83815		4
	COEUR D ALENE	ID	83814	C	
	COEUR D ALENE	ID	83816	C	
	COEUR D ALENE	ID	83814		4
	MOORE	OK	73160		4
	NEW YORK	NY	10013		4
	COEUR D ALENE	ID	83815		4
	COEUR D ALENE	ID	83814	C	
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	KIHEI	HI	96753		4
	COEUR D ALENE	ID	83814	C	
	HAYDEN	ID	83835	C	

[illegible]

Current Use



Redevelopment Potential



What's Next?





SAVE THE DATE:

**3rd weekend of
September**

1200 Block of Sherman

Partners:

Lakeside Harvest Foods

Live After 5 Events

ArtCoLab

CDA 2030

Roger's Ice Cream & Burgers

McAllister Technical Services



Pop-Up Town Hall Meeting

- **Project Information**
- **Corridor Maps**
- **Idea Gathering**
- **e-Survey**
- **Roadway Cross Sections**
- **Police Dept.'s Community Action Team**
- **Stormwater Information**



More Master Planning & Outreach

- **Data Report**
- **Feasibility Analyses**
- **Creative Financing Research**
- **East Sherman Webpage**
- **More interaction with stakeholders**



RRFBs on East Sherman?







Proposed Locations of RRFB Signalized Pedestrian Crossings

9th St.

13th St.

21st St.





How can we get three signalized pedestrian crossing without TAP Grant funds?



1. #civiccrowdfunding

Goal:

Raise \$8,818 to
purchase one pair
of RRFBs



Benefits:

- It's quick = *instant results*
- Stakeholder ownership = *investing in neighborhood safety*
- It's trendy = *other cities have been successful*
- And... it's legal!

2. Using budget savings

Proposal:

Use \$8,818 of budget savings from FY15/16 to purchase one pair of RRFBs for East Sherman Avenue

Needs a vote of the Council





City of
Coeur d'Alene
IDAHO

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

August 16, 2016

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 August 16, 2016 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)
Amy Evans)
Dan English)

Woody McEvers) Members Absent

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

INVOCATION: Pastor Craig Miles with Real Life Ministries CDA Church gave the invocation.

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

AMENDMENTS TO THE AGENDA: **Motion** by Gookin seconded by English to amend the agenda to include the addition of item "C" to Resolution No. 16-038 approving of S-3-12 – Coeur d'Alene Place 26th Addition Maintenance/Warranty Agreement, Acceptance of Improvements, and Security, as well as the addition of Other Business item "4" to Resolution No. 16-042 approving a Professional Services Agreement with JUB Engineering, Inc. for professional engineering and surveying services, as these items were unforeseen at the time the agenda was set and need approval prior to the next City Council meeting.

CONSENT CALENDAR: **Motion** by Edinger, second by Miller to approve the consent calendar.

1. Approval of Council Minutes for the August 2, 2016 Council Meeting.
2. Approval of Bills as Submitted.
3. Approval of Minutes for the General Services Meeting held August 8, 2016.
4. Setting of General Services and Public Works Committees meetings for August 22, 2016 at 12:00 noon and 4:00 p.m. respectively.
5. Setting of a Public Hearing on September 20, 2016 for A-4-16: Marina Yacht Club, LLC., located at 1000 N. Marina Drive, for a proposed annexation and zone request from County Commercial to City C-17.

6. Approval of Beer and Wine for Alley Cat LLC. DBA/ Strada Café; Jeffrey Gagnon, 1830 N. 3rd Street (New)
7. Approval of Beer and Wine for Prairie Jifi Stop, Kerr Oil, Inc., W. 1600 Prairie Avenue (New)
8. Approval of a Cemetery lot repurchase from Amber Vandenberg for Niche 002, Block NGC, Section Riv in Forest Cemetery Annex (Riverview)
9. **Resolution No. 16-038** - 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 PURCHASE OF FOUR (4) VEHICLES FOR THE POLICE DEPARTMENT; APPROVING THE KOOTENAI COUNTY FIRE CHIEFS MUTUAL AID AGREEMENT; AND ACCEPTING IMPROVEMENTS, MAINTENANCE/WARRANTY AGREEMENT, AND MAINTENANCE BOND FOR S-3-12, COEUR D'ALENE PLACE 26TH ADDITION.

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

MAYOR AND COUNCIL COMMENTS:

Councilmember Gookin noted that KMPO is working on the timing of the signal at the intersection of Northwest Boulevard and Ramsey Road at the bridge. The timing is coordinated with ITD. He said that he would like to discuss lowering the garbage rates at a future meeting as the new contract was for a lower amount.

Mayor Widmyer asked for confirmation of appointments.

APPOINTMENTS: **Motion** by Edinger, seconded by Evans to approve the appointment of Kay Nelson to the Jewett House Advisory Board. **Motion carried.**

RESOLUTION NO. 16-039

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

WHEREAS, it is necessary, pursuant to Idaho Code 50-1003, for the City Council of the City of Coeur d'Alene, prior to passing an Amended Annual Appropriation Ordinance, to prepare a proposed amended Budget, tentatively approve the same, and enter such proposed amended Budget at length in the journal of the proceedings; NOW, THEREFORE,

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

GENERAL FUND EXPENDITURES:

Mayor and Council	\$247,345	
Administration	305,263	
Finance Department	798,078	
Municipal Services	1,587,774	
Human Resources	264,861	
Legal Department	1,200,180	\$1,236,180
Planning Department	558,908	
Building Maintenance	497,773	
Police Department	13,272,575	13,670,005
Drug Task Force	29,710	
Byrne Grants		157,125
COPS Grant		136,000
Fire Department	13,567,735	14,520,435
General Government	49,250	153,500
Engineering Services	1,306,016	1,498,376
Streets/Garage	2,898,101	2,948,101
Parks Department	1,973,062	1,979,962
Recreation Department	723,984	736,684
Building Inspection	937,133	
TOTAL GENERAL FUND EXPENDITURES:	<u>\$40,217,748</u>	<u>\$42,263,213</u>

SPECIAL REVENUE FUND EXPENDITURES:

Library Fund	\$1,509,151	
Community Development Block Grant	529,424	
Impact Fee Fund	1,842,000	\$2,036,900
Parks Capital Improvements	524,000	530,700
Insurance / Risk Management	372,000	
Cemetery Fund	304,272	311,172
Cemetery Perpetual Care Fund	127,500	
Jewett House	29,355	
Reforestation/Street Trees/Community Canopy	103,500	
Arts Commission	7,300	
Public Art Funds	324,000	
TOTAL SPECIAL FUNDS:	<u>\$5,672,502</u>	<u>\$5,881,002</u>

ENTERPRISE FUND EXPENDITURES:

Street Lighting Fund	\$584,150	
Water Fund	8,310,421	
Wastewater Fund	16,265,161	
Water Cap Fee Fund	850,000	
WWTP Cap Fees Fund	2,500,000	
Sanitation Fund	3,737,479	
City Parking Fund	167,896	
Drainage Fund	1,257,307	
TOTAL ENTERPRISE EXPENDITURES:	<u>\$33,672,414</u>	<u>\$33,672,414</u>

FIDUCIARY FUNDS:	\$2,661,900	
STREET CAPITAL PROJECTS FUNDS:	2,842,000	\$3,259,900
DEBT SERVICE FUNDS:	882,660	
GRAND TOTAL OF ALL EXPENDITURES:	<u>\$85,949,224</u>	<u>\$88,621,089</u>

BE IT FURTHER RESOLVED, that the same be spread upon the Minutes of this meeting and published in two (2) issues of the Coeur d'Alene Press, seven (7) days apart, to be published on August 22, 2016 and August 29, 2016.

BE IT FURTHER RESOLVED, that a Public Hearing on the Budget be held on the 20th day of September, 2016 at the hour of 6:00 o'clock p.m. on said day, at which time any interested person may appear and show cause, if any he has, why the proposed amended Budget should or should not be adopted.

STAFF REPORT: Finance Director Troy Tymesen explained that he is requesting the setting of a public hearing to discuss amendments to Fiscal Year 2015-2016 budget totaling \$2,671,865. Annually the Council amends the original appropriations ordinance to account for unanticipated expenditures. This budget amendment notes increases in expenditures due to carryovers of

projects, capital purchases from the GO Bond Sale, retirement and separation accumulated leave payouts, State and Federal grants received, availability pay in the Police Department and an increase in constant manning in the Fire Department. Additional revenues of \$526,080 are projected to be received in the General Fund to cover the increased expenses for the fiscal year, \$745,000 is coming from the GO Bond funds, and \$774,385 is projected to come from General Fund balance. Overlay funds that are not expended during the fiscal year carry over each year.

DISCUSSION: Councilmember Gookin asked for clarification regarding the increase of \$25,000 in EMS income and its effect on next fiscal year's proposed budget. Mr. Tymesen explained that a portion of funds are carried over from year-to-year, it is usually a timing issue with the contract payments.

MOTION: Motion by Gookin, seconded by Evans to approve the **Resolution No. 16-039**, approving amendments to the Fiscal Year 2015-2016 budget and setting a public hearing.

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

**Ordinance No. 3544
Council Bill No. 16-1016**

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, PROPERTY SPECIFICALLY DESCRIBED AS PORTIONS OF GOVERNMENT LOTS 5 AND 6 IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED AS C-17; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Pursuant to Council Action: July 19, 2016

MOTION: Motion by Edinger, seconded by Miller, to pass the first reading of **Council Bill No. 16-1016**.

DISCUSSION: Councilmember Gookin explained that he would be voting against this item as he thinks the City is holding itself to a lower standard than other annexations.

ROLL CALL: Miller Aye; Gookin No; Evans Aye; English Aye; Edinger Aye. **Motion carried.**

MOTION: Motion by Edinger, seconded by Miller, to suspend the rules and to adopt **Council Bill 16-1016** by its having had one reading by title only.

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

Resolution No. 16-041

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING AN ELECTRIC LINE RIGHT-OF-WAY EASEMENT AGREEMENT WITH KOOTENAI ELECTRIC COOPERATIVE TO PROVIDE ELECTRICAL POWER TO THE NEW STORAGE/OFFICE BUILDINGS LOCATED IN THE CITY YARD OFF RAMSEY ROAD.

STAFF REPORT: Deputy Fire Chief Jim Washko requested approval of the easement from Kootenai Electric Cooperative to provide electrical service extension to the new storage/office facility location in the city property located off Ramsey Road. This will allow power to the Police, Fire and Brine Tank buildings located on that property. The City will provide the trenching services at a cost savings of \$1,735.44, so the total cost to bring service to the buildings will be \$6,208.88.

MOTION: Motion by English, seconded by Evans to approve the **Resolution No. 16-041**, approving a right of way easement agreement with Kootenai Electric Cooperative.

DISCUSSION: Councilmember Miller thanked Deputy Chief Washko for his regular updates on the Fire Station No. 4 construction.

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

Resolution No. 16-042

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING PROFESSIONAL ENGINEERING SERVICE AGREEMENT WITH J-U-B ENGINEERING, INC., TO PROVIDE MISCELLANEOUS ENGINEERING AND SURVEYING SERVICES TO THE CITY ON AN ONGOING BASIS FOR THE FISCAL YEAR 2015/2016.

STAFF REPORT: Wastewater Utility Project Manager Mike Becker explained that the City does not currently have an Idaho registered Professional Engineer or registered Professional Land Surveyor on staff. This is a service that is needed for on-going Capital Improvement Projects, QLPE Services, Development and Plat Review, Construction Services and other miscellaneous services, which may include right-of-way acquisition in order to meet the requirements of the state code. JUB was selected in compliance with Idaho Statue 67-2320, and on the basis of their past performance with the City demonstrating their competence and expertise in the field of Engineering and Surveying and qualifications as representatives of the City under previous other contracts. At this time, it is anticipated that the fees will not exceed the total sum of twenty-five thousand dollars (\$25,000). The General Ledger will have an available budget to cover this unforeseen cost until the City Engineer's position is filled.

MOTION: Motion by Miller, seconded by Edinger to approve the **Resolution No. 16-042**, approving a Professional Engineering Service Agreement with J-U-B Engineering, Inc., to provide miscellaneous engineering and surveying services to the City on an ongoing basis for the Fiscal Year 2015/2016.

DISCUSSION: Councilmember Miller asked questions regarding why this action could not be added to an existing contract and what the City plans to do in case of a conflict. Mr. Becker explained that the existing contracts are project specific and have specifically defined scope of services. This new contract includes a broader scope to assist the City when a document requires an Engineer's stamp. He noted that the City would seek Welch Comer in the case of a conflict of interest with JUB and will be bringing that contract forward soon. He explained that JUB is at the end of its one existing contract with the City, so fewer conflicts of interest are expected, while Welch Comer has several projects open with the City. The rates are comparable with past projects and staff will only delegate to JUB as needed. Councilmember Miller expressed concern that there would be delays to developers. Mr. Becker said that two projects are currently under plan review by staff, and are ready to be sent to JUB to provide the engineer statement required by code. There are numerous plats that are being finalized that will need to be forwarded soon; however, no delays are expected. Councilmember Miller asked how the line item would cover all the expected costs. Mr. Becker noted that they are limiting the scope and expect the current balance of \$7,500 to last until the end of the fiscal year, and then another \$20,000 will be available next fiscal year.

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

(LEGISLATIVE HEARING) V-16-4 – VACATION OF THE DAVIS AVENUE CONDOMINIUMS PLAT (BOOK K OF PLATS, PAGE 165).

STAFF REPORT: Engineering Project Manager Dennis Grant explained that the applicant David Graser has requested that the Davis Avenue Condominium plat for property located at 1520 & 1522 Davis Avenue be vacated. The Plat was recorded in 2008 as part of the Shanrachelle Terrace plat. There is no financial impact to the City associated with this action. The purpose behind the request is to provide an easier form of property ownership. Mr. Grant mailed 42 requests for comment and received no responses. He recommends approval of the request.

Mayor Widmyer called for public comments.

Carol Carrey said she has rentals near the property and is confused on what they are trying to do to that property and wondered if this was intended to be a tear down project. Mr. Grant explained that the applicant did not indicate he wanted to tear down the duplex; rather he wanted to convert it back to a duplex from a condominium.

Public testimony was closed.

**ORDINANCE NO. 3545
COUNCIL BILL NO. 16-1017**

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, VACATING THE DAVIS AVENUE CONDOMINIUMS PLAT (BOOK K OF PLATS, PAGE 165) LOCATED IN THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

MOTION: Motion by Edinger, seconded by Miller, to pass the first reading of **Council Bill No. 16-1017**.

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

MOTION: Motion by Gookin, seconded by Evans, to suspend the rules and to adopt **Council Bill 16-1016** by its having had one reading by title only.

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

(LEGISLATIVE) FEE INCREASE/CREATION IN THE FINANCE (RELATED TO PUBLIC PARKING LOTS), FIRE (RELATED TO TENT INSPECTION FEES AND BLASTING PERMITS), AND PARKS AND RECREATION DEPARTMENTS RELATED TO THE CEMETERY

STAFF REPORT: Municipal Services Director Renata McLeod explained that in accordance with Idaho Code fees increased by 5% or more require a public hearing and approval through a Resolution. Tonight she is bringing forward fees requested by the Finance, Fire, and Parks and Recreation Department. The Finance fees relate to parking at the McEuen parking structure to clarify a maximum allowed parking of 18 hours and that oversized vehicles require double the regular parking rate. Memorial Field and the Museum parking fee structure is being amended to clarify that there is one hour of parking allowed before fees are due. Additionally, a clarification is being made that the Museum parking is allowed up to 8 hours. Additionally, it is being proposed that McEuen, Memorial and Museum parking lots have event parking for specifically outlined events at \$7.00/parking space. Fire fees include costs associated with blasting permits and tent permits. Fire fee clarifications include no longer providing private CPR classes and that more than one inspection is included with fire alarm systems, commercial hoods, and flammable liquid storage tanks. The Parks and Recreation Department has recently reviewed the fees associated with the cemetery services and found they were behind other local providers.

DISCUSSION: Mayor Widmyer noted that in Memorial Field we have historically charged after the first hour of free parking. Deputy City Administrator Sam Taylor noted that at hour one it

would begin a charge, rather than allowing one hour free. Mayor clarified that would make it consistent with all other lots except McEuen. Councilmember Evans noted that it was confusing to have all event parking be a \$7.00/hour charge except the lighting parade fee and felt it would be better to make them all \$7.00. Mr. Tymesen said that the fee structure was originally designed that way as the event takes place late in the day. Councilmember Gookin concurred that it should be consistent and would like to consider consistency of charging at hour one for all lots including McEuen. Mr. Taylor noted that would be a decision to be made by the Council; however, he understands that in the past the Council wanted to incentivize people to use the lot. Councilmember Gookin noted that the machines at McEuen are set to charge the \$18.00 overnight fee starting at 11:00 p.m. and felt it should be programmed to allow hour-by-hour selections. Mr. Taylor explained that the Council could change the fee structure to allow hour-by-hour night parking rather than the overnight. Councilmember Gookin asked for clarification as to where the fees go. Mr. Taylor noted that the fees go to the parking fund, which pays for maintenance of the parking lots. Mr. Tymesen noted that fund also contributed a million dollars to the parking structure when it was built. Discussion ensued regarding the parking study, future projects and the benefit of two hours of free parking.

Councilmember Edinger expressed concern that there are many events at Memorial Field that would require participants to pay when they had not previously. Mr. Taylor explained that they are already charged after the first hour and most people cannot take advantage of the first hour free as their event spans longer than one hour. Councilmember Edinger asked for information regarding how much money is raised and how much has been left uncollected. Mr. Tymesen noted that the parking fund balance is coming back since the build out of McEuen and that this year \$250,000 in parking fees were collected. The major recipient of the funding is the Parks Capital Improvement Fund. The partnership with the Downtown Association is paid out of the parking fees in the amount of \$52,000. Mr. Taylor noted that he is working on the collection process, as the City has \$20,000 in outstanding parking tickets over the past three and a half years. He is working with the state to search license plates to find the owners of the vehicles and will be meeting with collection agencies to seek collections, as \$350,000 in fine revenue is outstanding. Councilmember English said that he would like the special event parking to be consistent at \$7.00 including the lighting parade. Additionally, the 11:00 p.m. overnight deadline seems like an early cut off and midnight would make more sense with an hour-by-hour fee. Councilmember Miller noted that the addition of the software for license plate recognition should aid in future collection of parking fees. The Mayor noted that visitors contribute to our parks through these parking fees.

Mayor Widmyer called for public comments with none being received. Public testimony was closed.

Resolution No. 16-040

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ESTABLISHING AND AMENDING CERTAIN CITY FEES.

MOTION: Motion by Gookin, seconded by English to approve the **Resolution No. 16-040**, approving fees for Finance, Fire, and Parks and Recreation; striking line one of Memorial Field

rates to clarify that fees begin at minute one; changing event parking of holiday lighting to be \$7.00; and to include changes that overnight parking will be charged at \$1.00 per hour.

DISCUSSION: Councilmember Gookin noted that in order to be fully consistent he would propose changing all lots to be two hours free. Councilmember Evans suggested that proposal go to the Parking Commission for discussion and recommendation. Mayor Widmyer explained that it would decrease revenues and be a decrease in the Parks Capital Improvement Fund. Councilmember Miller agrees with sending the item to the Parking Commission and would like to have them include in their discussion warnings being given to a visitor. She would not support two hours free everywhere. Mr. Taylor confirmed that the parking study included the recommendation of warnings for the visitors. Councilmember Edinger presented the idea of free parking from Memorial Day to Labor Day. Mr. Taylor noted that it would be a significant loss in revenue. Councilmember English is currently the Council representative to Parking Commission and knows they try to balance not having burdensome fees and raising enough funds needed for on-going costs and improvements. The two-hour free parking downtown and McEuen has evolved over time and has become an expectation of the community. Councilmember English said he was in favor of the one dollar for each additional hour for overnight parking.

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

ADJOURNMENT: Motion by Edinger, seconded by Evans that there being no other business this meeting be adjourned. **Motion carried.**

The meeting adjourned at 7:11 p.m.

ATTEST:

Steve Widmyer, Mayor

Renata McLeod, CMC, City Clerk

GENERAL SERVICES COMMITTEE MINUTES

4:00 p.m., Library Community Room

COMMITTEE MEMBERS PRESENT

Councilmember Ron Edinger
Councilmember Kiki Miller
Councilmember Amy Evans

STAFF PRESENT

Monte McCully, Parks Dept.
Bill Greenwood, Parks & Rec Dir.
Lee White, Police Chief
Steve Childers, Police Captain
Mike Gridley, City Attorney
Amy Ferguson, Executive Asst.
Kirk Johnson, IT Administrator
Sam Taylor, Deputy City Admin.
Renata McLeod, Muni. Services Dir.
Bill McLeod, Police Lieutenant
Tim Martin, Street Superintendent

Item 1 Forest Service Reciprocal Access Agreement Consent Calendar

Monte McCully, Trails Coordinator, presented a request from the Parks & Recreation Department for council approval of a reciprocal agreement with the United States Forest Service so that a trailhead parking lot with access to the Prairie Trail can be built. In return, the City would grant an access easement to the Forest Service for a future paved access road to their future development.

Mr. McCully stated in his staff report that the Forest Service is planning to build a office building on Kathleen Avenue adjacent to the Prairie Trail. They were asked if they could give the City land for a trailhead parking lot during their construction as part of the annexation agreement. The topography of the area made it necessary that the trailhead be built partially on city property and partially on USFS property. The access to the parking lot would be on Forest Service land as well. The City will be responsible for constructing the small, 8 car parking lot at a later date. The City may wish to pay to have the parking lot graveled and paved at the same time the Forest Service is paving their lot to save money. The City would be responsible for maintenance of the parking lot and the area around the lot. The City already mows and picks up trash in this area so the additional labor would not result in a significant cost increase. The addition of the trailhead at this area will provide a much needed amenity to the Prairie Trail. From this trail head walkers and bikers will be able to access the vast and growing network of trails in northwest Coeur d'Alene as well as neighborhoods, parks, schools, and the Kroc Center.

Mr. McCully said that when the Prairie Trail was first built, people used to drive through the Forest Service driveway and park their vehicles. The Forest Service has since plant vegetation which has prevented trail users from parking there, but there is still a need. The cost to the City at this point in time is just staff time, but in the future the City will need to gravel, grade and pave the lot. Mr. McCully noted that the Forest Service project will begin in. The Forest Service will do a curb cut and pave an apron into the right-of-way where it ends to show where the parking lot could be, and then it will be up to the City to pave it.

Councilmember Miller asked if there was anything that triggered the agreement coming forward now. Mr. McCully said that the Forest Service is going through the design review process and wanted to have all of the agreements ready. He also confirmed that the intent is for the parking lot to be free parking for trail users.

MOTION: Motion by Miller , seconded by Evans , to recommend that Council approve Resolution 16-043, authorizing a Reciprocal Access Agreement with the Forest Service. Motion carried.

Item 2 School Resource Officer Agreement with Coeur d’Alene School District #271 for Fiscal/School Year 2016/2017
Consent Calendar

Steve Childers, Police Captain, presented a request for council approval of a contract with School District #271 to continue the School Resource Officer (SRO) program for fiscal/school year 2016-2017.

The staff report stated that the City of Coeur d’Alene and School District #271 have maintained the SRO partnership since 1999. Both the Police Department and the School District have deemed the SRO program not only successful, but vital to providing campus safety. The partnership’s success can be tangibly measured in the reduction of campus-related crimes and case clearance rates. The school district has agreed to pay approximately 72% of the total personnel costs for the period when school is in session. In addition to these costs, District #271 will pay all overtime costs incurred for school-related activities.

Captain Childers said that the School District will pay \$348,715.00 for their share of the personnel costs and that the SROs will be on campus at seven locations.

MOTION: Motion by Evans, seconded by Miller, to recommend council approval of Resolution 16-043, authorizing a School Resource Officer Agreement with Coeur d’Alene School District #271 for Fiscal/School Year 2016-2017. Motion carried.

Item 3 Dark Fiber Optic Cable Installation and Lease Agreement with Fatbeam, LLC for a Connection to Fire Station No. 4
Consent Calendar

Kirk Johnson, Information Systems Division, presented a request for council approval of a Fiber Optic Cable Installation and Lease Agreement with Fatbeam, LLC. The agreement would connect the City’s fiber network to Fire Station 4 at 6564 North Atlas Road.

Mr. Johnson stated in his staff report that the Fire Department relies on high speed, reliable network connections to provide the best possible service to the citizens of Coeur d’Alene. Fatbeam provides a similar leased fiber segment to PD Station 2, and Fire Station 3. Fatbeam, LLC was the only respondent to requests for quotes for this service. The estimated cost to construct a city-owned fiber optic conduit pathway, and accompanying fiber is approximately \$150,000. The proposed lease has a monthly reoccurring cost of \$500.00, and a one-time installation fee of \$995, on a ten year term. A wireless connection would not be a feasible option due to line-of-sight being obscured by trees. Wireless has also proven to be less reliable than fiber.

Mr. Johnson explained that if the City were to constructed a fiber optic conduit pathway, they estimated 10,000 feet of construction at \$15.00/foot. He noted that it would be tricky because they would have to

cross the gas pipeline under Kathleen and so they could not complete the project in-house and would have to seek outside professional engineering services.

MOTION: Motion by Miller, seconded by Evans, to recommend council approval of Resolution No. 16-043 authorizing a Dark Fiber Optic Cable Installation and Lease Agreement with Fatbeam, LLC for a Connection to Fire Station No. 4. Motion carried.

Item 4 Approval of Contract Amendment with Longwell + Trapp for the City Hall ADA Enhancement/Remodel Project and Proposal for the Bid Alternate of Stairs/Ramp between City Hall and the Library.

Agenda

MOTION: No Motion. Councilmember Edinger requested that this item be taken directly to the full council for consideration.

Item 5 Renewal of Lease with the 11th Street Dockowners' Association for a Five-Year Term
Consent Calendar

Bill Greenwood, Parks & Recreation Director, presented a request for council approval of a five-year renewal of the City's lease with the 11th Street Dockowners Association.

Mr. Greenwood stated in his staff report that since purchasing the Idaho Water Company the City has leased its riparian rights at 11th Street on the east side of Tubbs Hill for an existing marina and boat operation. The most recent lease is for five years and expires on August 30, 2016. The proposed renewal of the lease is for five years from August 31, 2016 to August 30, 2021. The rent would increase from \$6,881.51 to \$6,991.62 for the first year of the renewed lease and then increase each year according to the CPI (Consumer Price Index). The Association provides two amenities within the lease: (1) a boat slip for fire and safety vessels at a yearly rental value of \$5,000, and (2) a wastewater pump-out station for the public. The overall yearly value of the lease is over \$12,000. The renewal of the lease is consistent with the lease that has been in place for many years.

Mr. Greenwood said that the monies that are generated for the lease go directly into a line item for Tubbs Hill maintenance. He noted that the lease provides a benefit to the public, the Fire Department, and Tubbs Hill.

Councilmember Miller asked if the old fire boat is still housed at that location. Mr. Greenwood said that they don't house the fireboat there, but they use it for staging. Councilmember Miller asked where the pump-out is located and if there was signage. Mr. Greenwood said that it is located on the south end of the dock and he will check to see if there is signage and, if not, he will ask the association to install signage.

MOTION: Motion by Evans, seconded by Miller , to recommend council approval of Resolution No. 16-043 authorizing the renewal of the Lease with the 11th Street Dockowners' Association for a Five Year Term. Motion carried.

The meeting adjourned at 12:10 p.m.

Respectfully submitted,

Amy C. Ferguson
Executive Assistant

**PUBLIC WORKS COMMITTEE
MINUTES
August 22, 2016
4:00 p.m., Library Community Room**

COMMITTEE MEMBERS PRESENT

Councilmember Dan Gookin
Councilmember Dan English

STAFF PRESENT

Mike Becker, Wastewater Proj. Mgr.
Randy Adams, Deputy City Attorney
Amy Ferguson, Executive Asst.
Troy Tymesen, Finance Director
San Taylor, Deputy City Admin.

**Item 1 Purchasing Policy
Agenda**

Randy Adams, Deputy City Attorney, presented for adoption by the council a new Purchasing Policy and a new Public Works Construction Procurement Policy which are in line with the current state law regarding purchasing and procurement for governmental entities.

The staff report stated that in 2005 the Idaho Legislature enacted Chapter 28 of Title 67, Idaho Code, entitled "Purchasing by Political Subdivision." This Chapter governs the purchase of services and personal property, and the procurement of public works construction. In 2006, by Resolution 06-037, the City Council adopted a matrix which incorporated Chapter 28, Title 67, Idaho Code, for use by City departments. However, there continued to be some confusion in and a certain lack of uniformity between the City's departments in regard to the application of state law to the purchase of services and personal property, and the procurement of public works construction. Therefore, the Legal Department was tasked with creating a user-friendly policy of purchasing and procurement, clearly setting out the requirements of state law to assist the departments in complying with the law in regard to purchasing and procurement.

Mr. Adams commented that the policy also involves the Finance and Legal Departments at various steps. Councilmember English said that he appreciates having the policy laid out and likes that it has layers with different benchmarks and requirements, and some ability to respond to emergencies.

Councilmember Gookin asked about "personal" property. Mr. Adams said that it is just standard legalese for property such as vehicles, computers, etc. There are separate purchasing procedures for real property that are laid out in other statutes.

Councilmember Gookin asked who determines when quotes from multiple vendors are required or not. Mr. Adams said that the policy states that if a department head believes there are unique circumstances, they should consult with the Finance Department or Legal Department to determine if the purchase falls within the statutory exception.

Councilmember Gookin also asked about the legal definition of "should." Mr. Adams said that "should" means that it is mandatory unless the exception applies.

Councilmember Gookin asked about the language in the policy that refers to the Finance Director, and asked why the Finance Director instead of the Legal Department or City Administrator. Mr. Adams said that the Finance Director makes the initial determination if the purchase is outside of the current budget.

The idea is that most of the exceptional circumstances have to do with emergencies and funding, and how the funding is going to be achieved.

Councilmember Gookin said that in some cases the departments may be taking part of their budget that was approved by the council and redirecting it. He asked if, in the new policy it needs to go to council for approval, or just a heads up. Mr. Adams said that it depends on the level of finance involve. The general language used is if there is a situation where there may be money available but the item wasn't specifically approved, it does go to the city council for approval. Councilmember Gookin said that he would prefer something a little more formal since sometimes heads ups don't include a lot of detail and might not be taken as seriously by council. He asked where is the enforcement in case council is not notified. Mr. Adams said that the enforcement would be with the city council when they became aware of it. There is no enforcement process in the statutes themselves, but the council can make a policy. In that situation, if the procurement has been approved by a department without city council approval and the city council disagrees with the procurement, the city council does have a right to step in.

Councilmember Gookin asked how much of a roadblock it would be if departments had to take every purchase above \$50,000 to council for approval. Mr. Adams said that city council approval of the bid award and contract is required. In all other cases, the city council has to approve an invoice as it comes in as well. Councilmember Gookin commented that the invoice payment process is not transparent. He noted that the proposed policy clarifies a lot and keeps everyone on the same page.

MOTION: Motion by English, seconded by Gookin, to recommend that Council approve Resolution 16-045, adopting the Purchasing Policy and the Public Works Construction Procurement Policy. Motion carried.

Item 2 Agreement with Welch Comer Engineers for Professional Engineering Services. Consent Calendar

Mike Becker, Wastewater Utility Project Manager, presented a request for council approval of a Professional Services Agreement with Welch Comer Engineering, Inc. for providing miscellaneous professional engineering and surveying services on an ongoing basis and in conflicts of interest with JUB projects for Fiscal Year 2015/2016.

Mr. Becker stated in his staff report that the City executed a contract with JUB for on-going Capital Improvement Projects, QLPE Services, Development and Plat review, construction services, and other miscellaneous services. The contract with Welch Comer will supplement those services as well as cover the costs for conflicts of interest matters. Staff will manage the distribution of Professional Services work.

Mr. Becker noted that last week they presented the same agreement to the council for the services of J-U-B. The proposed contact with Welch Comer covers areas where there is a conflict of interest and other areas where there are smaller projects that they can delegate to Welch Comer. Welch Comer was selected based on their responsiveness as well as their willingness to work with the city, and their excellent qualifications and expertise. In addition to utilizing the services of J-U-B and Welch Comer, the City will also be utilizing some services from the State of Idaho Department of Environmental Quality.

Councilmember English said that he appreciates that the general public and construction industry should not suffer because the City has an interim staffing issue.

Councilmember Gookin asked about the \$25,000 budget. Mr. Becker said that J-U-B and Welch Comer will be sharing the budget and they have a time and materials contract based upon City staff's request for work. The work load will be delegated by City staff. City staff will still be providing the best service that they can but there are some duties that must be performed by professional engineers and surveyors.

Councilmember Gookin asked why this contact was not brought up last week. Mr. Becker said that the reason was time constraints and the fact that critical path items were being discussed with both consulting firms. Both engineering firms have existing contracts with the City and so they were focusing most of their efforts on critical path items to prevent them from being delayed or deferred.

Councilmember Gookin asked about ITD negotiations regarding the Ironwood intersection. Mr. Becker said that both consulting firms have existing roadway projects that the former City Engineer was working with them on. Both firms have willingly stepped up to cover the City on those projects so the project isn't delayed or the City loses funding. The proposed contract does not cover any of those costs. The existing contracts with the two firms will help to cover those costs and they will figure it out as they go, with staff stepping up where they can.

Councilmember Gookin asked who would be policing the contract. Mr. Becker said that he, Tim Martin and Sam Taylor will monitor the contracts and work collectively as a group.

MOTION: Motion by English, seconded by Gookin, to recommend council approval of Resolution 16-043, authorizing a Professional Engineering Services Agreement with Welch Comer Engineering, Inc. for providing miscellaneous professional engineering and surveying services on an ongoing basis and in conflicts of interest with JUB projects for Fiscal Year 2016/2016. Motion carried.

The meeting adjourned at 4:21 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: MUNICIPAL SERVICES

Department Name

Employee Name

Date

Request made by: JAKOB + JACKIE RUCHTI (MARRIED)

Name

Phone

1762 TULLIS DRIVE, COA, ID 83815

Address

The request is for: ☒ Repurchase of Lot(s)

☐ / ☐ Transfer of Lot(s) from _____ to _____

Niche(s): _____

Lot(s): 325, 324, _____, _____, _____, _____. Block: J Section: RIV

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

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

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

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

Title transfer fee (\$ N/A) attached**.

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

ACCOUNTING DEPARTMENT Shall complete the following:

Attach copy of original contract.

Vonnie Jensen
Accountant Signature

CEMETERY SUPERVISOR shall complete the following:

1. The above-referenced Lot(s) is/are certified to be vacant: ☒ Yes / / No

2. The owner of record of the Lot(s) in the Cemtery Book of Deeds is listed as:

Jakob and Jackie Ruchti

3. The purchase price of the Lot(s) when sold to the owner of record was \$ 1050⁰⁰ per lot.

N Brandt 8/9/2016
Supervisor's Init. Date

LEGAL/RECORDS shall complete the following:

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

Person making request is authorized to execute the claim: RAA 8/17/16
Attorney Init. Date

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

City Clerk's Signature Date

COUNCIL ACTION

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

CEMETERY SUPERVISOR shall complete the following:

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

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

Cemetery Supervisor's Signature Date

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

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services 08/25/16
 Department Name / Employee Name / Date
 Request made by: James V Hawkins + Gail R Hawkins 208
 Name / Phone -830
3565 N Hyacinth Lane Boise ID 83703 -0383
 Address 343-8440

The request is for: / / Repurchase of Lot(s) James + Gail
☒ Transfer of Lot(s) from Hawkins to Nancy C. Chadderton

Niche(s): _____
 Lot(s): 15, 16, 13, 14, _____ Block: 36 Section: A

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

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

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

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

Title transfer fee (\$ 400) attached**.

**Request will not be processed without receipt of fee. Cashier Receipt No.: 01082184

ACCOUNTING DEPARTMENT Shall complete the following:

Attach copy of original contract.

Vonnie Jensen
 Accountant Signature

CEMETERY SUPERVISOR shall complete the following:

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

James V Hawkins + Gail R. Hawkins

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

MB 8/29/2016
 Supervisor's Init. Date

LEGAL/RECORDS shall complete the following:

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

Person making request is authorized to execute the claim: RRA 8/29/16
 Attorney Init. Date

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

 City Clerk's Signature Date

COUNCIL ACTION

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

CEMETERY SUPERVISOR shall complete the following:

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

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

 Cemetery Supervisor's Signature Date

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

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kathy Lewis 8/31/16
 Department Name Employee Name Date
 Request made by: Joseph Gerards 208-719-1565
 Name Phone
1924 West Windermere Ave. CDA 83815
 Address

The request is for: ☒ Repurchase of Lot(s)
☐ / / Transfer of Lot(s) from _____ to _____

Niche(s): 25 _____
 Lot(s): _____ Block: J Section: Niche

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

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

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

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

Title transfer fee (\$ N/A) attached**.

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

ACCOUNTING DEPARTMENT Shall complete the following:

Attach copy of original contract.

Vonnue Jensen
 Accountant Signature

CEMETERY SUPERVISOR shall complete the following:

1. The above-referenced Lot(s) is/are certified to be vacant: ☒ Yes / / No

2. The owner of record of the Lot(s) in the Cemtery Book of Deeds is listed as:

Joseph and Susan Gerards

3. The purchase price of the Lot(s) when sold to the owner of record was \$ 800⁰⁰ per lot.

MB 8/31/2016
 Supervisor's Init. Date

-280⁰⁰
 plaque removal

LEGAL/RECORDS shall complete the following:

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

Person making request is authorized to execute the claim: PPA 8/31/16
 Attorney Init. Date

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

 City Clerk's Signature Date

COUNCIL ACTION

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

CEMETERY SUPERVISOR shall complete the following:

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

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

 Cemetery Supervisor's Signature Date

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

RESOLUTION NO. 16-043

APPROVING A RECIPROCAL ACCESS AGREEMENT WITH THE USDA FOREST SERVICE FOR NURSERY ROAD EASEMENT GRANTED TO THE FOREST SERVICE AND A PUBLIC PARKING LOT EASEMENT GRANTED TO THE CITY, TOGETHER WITH SEPARATE EASEMENTS FROM THE UNITED STATES TO THE CITY AND FROM THE CITY TO THE UNITED STATES, WITH THE EXACT LOCATION OF THE EASEMENTS TO BE DETERMINED; APPROVING AN AGREEMENT WITH THE COEUR D'ALENE SCHOOL DISTRICT 271 FOR THE PROVISION OF SCHOOL RESOURCE OFFICERS TO THE DISTRICT, AT DESIGNATED SCHOOLS AND EVENTS, IN THE DISTRICT'S FISCAL YEAR 2016-17; APPROVING A FIBER OPTIC CABLE INSTALLATION AND LEASE AGREEMENT WITH FATBEAM, LLC, INC.; APPROVING A LEASE AGREEMENT WITH THE ELEVENTH STREET DOCKOWNERS ASSOCIATION, INC.; AND APPROVING AN AGREEMENT WITH WELCH-COMER & ASSOCIATES, INC. FOR CITY OF COEUR D'ALENE 2016 CITY ENGINEERING SERVICES.

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

- A) Approving a Reciprocal Access Agreement with the USDA Forest Service for Nursery Road easement granted to the Forest Service and a public parking lot easement granted to the City, together with separate easements from the United States to the City and from the City to the United States, with the exact location of the easements to be determined;
- B) Approving an Agreement with the Coeur d'Alene School District 271 for the provision of School Resource Officers to the District, at designated schools and events, in the District's Fiscal Year 2016-17;
- C) Approving a Fiber Optic Cable Installation and Lease Agreement with Fatbeam, LLC, Inc.;
- D) Approving a Lease Agreement with the Eleventh Street Dockowners Association, Inc.;
- E) Approving an Agreement with Welch-Comer & Associates, Inc. for City of Coeur d'Alene 2016 City Engineering services;

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

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

DATED this 6th day of September, 2016.

Steve Widmyer, Mayor

ATTEST

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER ENGLISH Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

GENERAL SERVICES STAFF REPORT

DATE: 8/22/2016

FROM: Monte McCully

SUBJECT: Forest Service Reciprocal Access Agreement (City Council – action required)

DECISION POINT:

The Parks and Recreation Department is requesting General Services to recommend to Council that the city approve a reciprocal agreement with the United States Forest Service so a trailhead parking lot with access to the Prairie Trail can be built. In return the City will grant an access easement to the Forest Service for a future paved access road to their future development.

HISTORY:

The Forest Service is planning to build a facility on Kathleen Avenue adjacent to the Prairie Trail. We asked the Forest Service if they could give us land for a trailhead parking lot during their construction as part of the annexation agreement. The topography of the area made it necessary that the trailhead be built partially on city property and partially on USFS property. The access to the parking lot will be on Forest Service land as well so an agreement had to be ratified.

FINANCIAL ANALYSIS:

The Forest Service will provide access to, and an area for, a trailhead parking lot with an easement to the City for public parking and access to the Prairie Trail. The City will be responsible for constructing the small, 8 car parking lot at a later date. The city may wish to pay to have the parking lot graveled and paved at the same time the forest service is paving their lot to save money, but has not committed to doing so yet. The Forest Service is expected to begin work in the Fall of 2017. The city will be responsible for maintenance of the parking lot and the area around the lot. The city already mows and picks up trash in this area so the additional labor will not be a significant cost increase. The two easements will be of approximately equal value.

PERFORMANCE ANALYSIS:

The addition of a trailhead at this area will provide a much needed amenity to the Prairie Trail. From this trail head walkers and bikers will be able to access the vast and growing network of trails in Northwest Coeur d'Alene, as well as, neighborhoods, parks, schools and the Kroc Center.

DECISION POINT RECOMMENDATION:

The Parks and Recreation Department is requesting General Services to recommend to Council that the city approve a reciprocal agreement with the United States Forest Service so a trailhead parking lot with access to the Prairie Trail can be built. In return the City will grant an access easement to the Forest Service for a future paved access road to their future development.

RECIPROCAL ACCESS AGREEMENT

City of Coeur d'Alene
and
USDA Forest Service
Idaho Panhandle National Forests

Nursery Road Easement granted to the Forest Service
And
A portion of a public parking lot to the
City of Coeur d'Alene

WHEREAS, City of Coeur d'Alene (City) desires to ensure legal access for a public parking lot for the Prairie Trail on private lands adjacent to Nursery Road on the Idaho Panhandle National Forests by securing a parking lot easement across National Forest System (NFS) lands in the S½SE¼ section 34, T. 51 N., R. 4 W., B.M., Kootenai County, Idaho, as depicted on the map attached as Exhibit A;

WHEREAS, the USDA Forest Service, Idaho Panhandle National Forests (Forest Service) desires to ensure legal public access to the NFS lands adjacent to Nursery Road on the Idaho Panhandle National Forests by securing a road easement across City property in the S½SE¼ section 34, T. 51 N., R. 4 W., B.M., Kootenai County, Idaho, as depicted on the map attached as Exhibit A;

WHEREAS, the authority to implement this Reciprocal Access Agreement is the Federal Land Management and Policy Act (FLPMA, P.L. 94-579), 36 CFR 251.63, and other applicable federal regulations and laws.

WHEREAS, the purpose of this Reciprocal Access Agreement (Agreement) is to document the mutual understanding and agreement of both parties (Parties) prior to completing the required environmental analysis, title review, right-of-way survey and exhibits, and other due diligence associated with the granting and recording of the easements.

NOW THEREFORE, it is mutually understood and agreed as follows:

1. The Parties intend to convey to each other legal access to their respective lands through the reciprocal grant of easements as identified in this Agreement, contingent upon the due diligence requirements.
2. The Parties agree that the reciprocal easements are substantially similar in value.
3. In consideration of the benefits of the access being acquired from the City, the Forest Service will waive the fees normally required for the grant of an easement (36 CFR 215.57(b)(5)). Likewise, City will grant an easement without charge or compensation in consideration of the reciprocal easement to be acquired from the Forest Service.

4. Reciprocal Easements:

- A. The Forest Service agrees to grant, and the City agrees to accept, a Parking Lot Easement substantially similar to Exhibit B, issued under the authority of the Federal Land Policy and Management Act of 1976 (FLPMA, P.L. 94-579, 10/21/1976), for non-exclusive use of a parking lot off Nursery Road across NFS lands approximately 110' length by 25' width (0.05 acres).
- B. In reciprocity, the City agrees to grant to the Forest Service, and the Forest Service agrees to accept, a perpetual USDA road easement substantially similar to Exhibit C for Nursery Road across approximately 40' x 66' (0.06 acres) of private lands.

5. The Forest Service will:

- A. Complete the environmental analysis process as required under the National Environmental Policy Act of 1969 (NEPA, P.L. 91-190, 01/01/1970) and related laws and regulations. The cost recovery processing fees will be waived in full (36 CFR 251.58(f)).
- B. Conduct the necessary inspections to acquire the easement across private lands, including an environmental (hazmat) site assessment.
- C. Obtain and review title information regarding the private lands and work with the landowner to clear any title defects.
- D. Prepare and provide the documents, surveys, and exhibits suitable for recording. The Forest Service will post the corners for the public parking lot granted to the City.

6. The City will:

- A. Authorize the Forest Service and its contractors to enter upon the private property and will assist them in completing the activities associated with this Agreement.
- B. Provide any available information regarding hazmat conditions on the affected private and NFS lands.
- C. Assist the Forest Service and the title company with any needed title clearing actions.
- E. Review the easements and exhibits prepared by the Forest Service prior to recordation.
- F. Prepare and provide the survey and exhibits for the public parking lot suitable for recordation.

7. Miscellaneous Provisions:

- A. Non-Binding. This Agreement is non-binding and represents the Parties' good faith efforts to grant reciprocal easements subject to the availability of funds and the completion and acceptance of the due diligence requirements. Prior to the grant of easements, no action taken shall create or establish any contractual or other obligations against the City or the United States.
- B. Modification. Modifications within the scope of the Agreement may be made by mutual consent of the Parties by the issuance of a written modification signed and dated by the Parties prior to any changes being performed.
- C. Termination. Either party may terminate this Agreement upon written notification to the other party. In the event this Agreement is terminated prior to completion of all items included in this Agreement, each party will bear any costs they have incurred and the other party will not be liable for such costs.

IN WITNESS WHEREOF the Parties have executed this Agreement by authorized individuals and it is effective upon the date of the last signature.

CITY OF COEUR D'ALENE

STEVE WIDMYER
Mayor, City of Coeur d'Alene

Date

ATTEST: Renata McLeod, City Clerk

USDA, FOREST SERVICE

MARY FARNSWORTH
Forest Supervisor
Idaho Panhandle National Forests, Northern Region

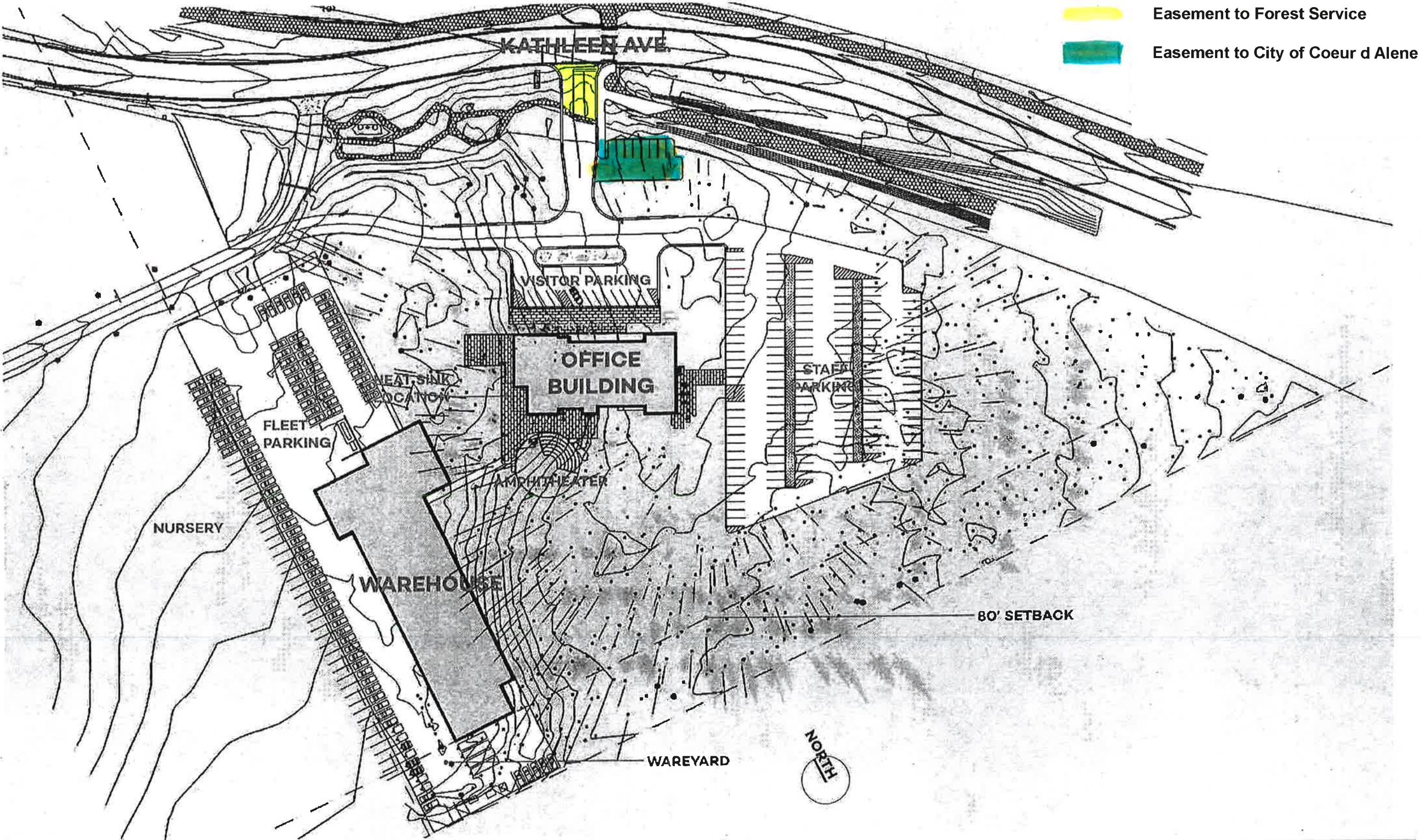
Date

ENCLOSURES:

Exhibit A – Map identifying the reciprocal easements in the area of Nursery Rd, Coeur d'Alene

Exhibit B – Draft FLPMA Parking Lot Easement (USA to City)

Exhibit C – Draft Road Easement (City to USA)



OVERALL SITE PLAN - AERIAL
NOT TO SCALE

Interagency Natural Resource Center - INRC
Coeur d'Alene, Idaho
November 16th, 2015



For ILLUSTRATIVE purposes ONLY

Kathleen Avenue

REMOVE MONUMENT SIGN

BURIED CABLE MARKER

Ped/Ramp Radius

Our desired alignment

CENTENIAL TRAIL
PARKING (SEE NOTE 1)

Proposed Trail Head

NEW FENCE TERMINAL SECTION

Proposed Forest Service Facility

Auth ID: FER165
 Contact ID:
 Use Code: 366

FS-2700-9j (10/09)
 OMB No. 0596-0082

**U.S. DEPARTMENT OF AGRICULTURE
 FOREST SERVICE**

**PARKING LOT
 ISSUED UNDER THE FEDERAL LAND POLICY AND MANAGEMENT ACT
 Act of October 21, 1976, (P.L. 94-579);
 36 CFR 251.50, et seq**

THIS EASEMENT, dated this ** day of _____, **** from the United States of America, acting by and through the Forest Service, Department of Agriculture, hereinafter called Grantor, to City of Coeur d'Alene, municipality of the State of Idaho hereinafter called Grantee.

WITNESSETH:

WHEREAS, Grantee has applied for a grant of an easement under the Act of October 21, 1976 (90 Stat. 2743; 43 U.S.C. 1761), for a parking lot over certain lands or assignable easements owned by the United States in the County of Kootenai, State of Idaho, and administered by the Forest Service, Department of Agriculture.

NOW THEREFORE, Grantor, for and in consideration of a reciprocal easement by Grantee does hereby grant to Grantee, subject to existing easements and valid rights, a nonexclusive easement for use of a parking lot, over and across the following described lands in the County of Kootenai, State of Idaho.

Boise Meridian

T. 51 N., R. 4 W.,
 section 34, lot 1.

Said easement shall be consists of approximately 0.05 acres as described on Exhibit A.

This grant is made subject to the following terms, provisions, and conditions applicable to Grantee, its permittees, contractors, assignees, and successors in interest.

A. Grantee shall comply with applicable Federal or State law and shall comply with State standards for public health and safety, environmental protection, and siting, construction, operation, and maintenance of or for rights-of-way for similar purposes, if those standards are more stringent than applicable Federal standards.

B. Upon change in ownership of the land or facility served by this parking lot, the rights granted under this easement may be transferred to the new owner upon written notification to the Regional Forester.

C. This easement shall continue for as long as the property served is used for a parking lot; Provided, That the Grantor shall review the terms and conditions of this easement at the end of each 30-year period from the date of issuance, and may incorporate in the easement such new terms, conditions, and stipulations as may be required by law. These shall have the same force and effect in the future as if incorporated in this grant.

D. All construction or reconstruction of the parking lot shall be in accordance with plans, specifications, and written stipulations approved by the Grantor prior to beginning such construction or reconstruction.

E. The Grantee shall maintain the right-of-way clearing by means of chemicals only after the Grantor has given specific written approval. Application for such approval must be in writing and must specify the time, method, chemicals, and the exact portion of the right-of-way to be chemically treated.

F. The Grantee shall provide maintenance so that there is no damage on adjacent National Forest land.

G. Fees for this use have been exempted or waived in full pursuant to 36 CFR 251.57, or revisions thereto, and direction in FSH 2709.11, chapter 30.

H. Grantee shall pay the United States for all injury, loss, or damage, including fire suppression costs, in accordance with existing Federal and State laws, arising out of Grantee's use or occupancy under this easement.

I. Grantee shall indemnify the United States for any and all injury, loss, or damage, including fire suppression costs the United States may suffer as a result of claims, demands, losses, or judgments caused by the Grantee's use or occupancy under this easement.

J. Upon termination of this easement, the Grantee shall remove within a reasonable time the structures and improvements and shall restore the site to a condition satisfactory to the Grantor, unless otherwise waived in writing. If the Grantee fails to remove the structures or improvements within a reasonable period, as determined by the Grantor, the Grantor may remove and dispose of any improvements and restore the area and all costs shall be paid by the Grantee.

If the Grantor waives the removal of the improvements and restoration of the site, all improvements shall become the property of the United States.

K. Forest Service Representative (R1-X16). Forest Supervisor, Idaho Panhandle National Forests, Telephone No. (208) 765-7233, is responsible for administering this special-use authorization. The holder should contact the Forest Supervisor regarding any questions concerning the occupancy and use authorized and the provisions of this authorization.

L. Information From Holders (R1-X17). As a condition of this authorization, the holder is responsible for providing the authorized officer with any information in possession necessary for determining annual rental fees, ownership, or other matters concerning the administration of the authorized use by the Forest Service.

Regarding the submission of such information, the holder understands that it is a crime for any person to knowingly and willfully make false, fictitious, or fraudulent statements to matters under the jurisdiction of the United States Government (Title 18, U.S.C. Section 1001).

M. Forest Service Right of Entry and Inspection (R1-X19). The Forest Service has the right of unrestricted access to the easement area or facility to ensure compliance with laws, regulations, and ordinances and the terms and conditions of this permit.

The foregoing notwithstanding, this easement is granted subject to the following reservations by Grantor, for itself, its holders, contractors, and assignees:

1. The right to cross and recross the right of way at any place by any reasonable means and for any purpose in such manner as will not interfere unreasonably with Grantee's use of the parking lot.
2. The right to all timber now or hereafter growing on the right-of-way, subject to Grantee's right to cut such timber as herein provided.
3. The Grantor retains the right to occupy and use the right-of-way, and to issue or grant rights-of-way for other land uses, upon, over, under, and through the easement area provided that the occupancy and use do not interfere unreasonably with the rights granted herein.
4. The Grantor may take action to suspend, revoke, or terminate this easement under the Rules of Practice Governing Formal Adjudicatory Administrative Proceedings Instituted by the Secretary Under Various Statutes in 7 CFR 1.130-1.151. An administrative proceeding is not required when the easement terminates on the occurrence of a fixed or agreed-upon condition, event, or time.

IN WITNESS WHEREOF, the Grantor, by its Forest Supervisor, Forest Service, has executed this easement pursuant to the delegation of authority by the Secretary of Agriculture to the Assistant Secretary for Natural Resources and Conservation, the delegation of authority by the Assistant Secretary for Natural Resources and Conservation, to the Chief, Forest Service, 7 CFR 2.60, and the delegation of authority by the Chief, Forest Service, dated August 16, 1982, (47 FR 36465), on the day and year first above written.

UNITED STATES OF AMERICA

By: _____
MARY FARNSWORTH
Forest Supervisor
Forest Service
Department of Agriculture

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
County of Kootenai)

On the ____ day of _____, 20____, before me, a Notary Public within and for said State, personally appeared Mary Farnsworth, Forest Supervisor, Idaho Panhandle NFs, Northern Region, Forest Service, Department of Agriculture, and the same person who executed the within and foregoing instrument, who, being by me duly sworn according to law, did say that she is the Forest Supervisor, Idaho Panhandle NFs, and that said instrument was signed in behalf of the United States of America by its authority duly given and by her delivered as and for its act and deed. And she did further acknowledge that she executed said instrument as the free act and deed of the United States of America, for the purposes and consideration herein mentioned and set forth, and I do hereby so certify.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

SEAL

Notary Public for the State of Idaho
Residing at Coeur d'Alene, Idaho
My commission expires _____

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average one (1) hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

After recording, please return to:
 Attn: LeAnn Maupin
 Idaho Panhandle National Forests
 3815 Schreiber Way
 Coeur d'Alene, Idaho 83815-8363

USDA FOREST SERVICE

Rawland Road

EASEMENT

THIS EASEMENT, dated this _____ day of _____, _____, from City of Coeur d'Alene, a municipality of the State of Idaho, whose address is 710 E. Mullan Ave Coeur d'Alene, Idaho 83814, hereinafter called "Grantor," to the United States of America, hereinafter called "Grantee," whose address is Washington, D.C. 20013.

WITNESSETH:

Grantor, for and in consideration of a reciprocal easement received by Grantor, does hereby grant and convey unto the Grantee and its assigns, subject to existing easements and valid rights, a perpetual easement for Nursery Road, 66 feet in width, 33 feet on each side of the centerline, with such additional width as is necessary to accommodate and protect cuts and fills, over and across the following described lands in the County of Kootenai, State of Idaho:

Boise Meridian

T. 51 N., R. 4 W.

Section 34, a portion of the S1/2SE1/4.

The word "premises" when used herein means said strip of land, whether or not there is an existing road located thereon. Except where it is defined more specifically, the word "road" shall mean roads now existing or hereafter constructed on the premises or any segment of such roads.

The location of said premises is shown approximately on Exhibit A, attached hereto.

If the road is located substantially as described herein, the centerline of said road as constructed is hereby deemed accepted by the Grantor and Grantee as the true centerline of the premises granted. If any subsequent survey of the road shows that any portion of the road, although located substantially as described, crosses lands of the Grantor not described herein, the easement shall be amended to include the additional lands traversed; if any lands described herein are not traversed by the road as constructed, the easement traversing the same shall be terminated in the manner hereinafter provided.

The acquiring agency is the Forest Service, Department of Agriculture.

This grant is made subject to the following terms, provisions, and conditions applicable to Grantee, its permittees, contractors, and assigns:

- A. Except as hereinafter limited, Grantee shall have the right to use the road on the premises without cost for all purposes deemed necessary or desirable by Grantee in connection with the protection, administration, management, and utilization of Grantee's lands or resources, now or hereafter owned or controlled, subject to such traffic-control regulations and rules as Grantee may reasonably impose upon or require of other users of the road. Grantee shall have the right to construct, reconstruct, and maintain roads within the premises.

Grantee alone may extend rights and privileges for use of the premises to other Government departments and agencies, States, and local subdivisions thereof, and to other users including members of the public.

- B. Grantee shall have the right to cut timber upon the premises to the extent necessary for constructing, reconstructing, and maintaining the road. Timber so cut shall, unless otherwise agreed to, be cut into logs of lengths specified by the timber owner and decked along the road for disposal by the owner of such timber.

This easement is granted subject to the following reservations by the Grantor, for itself, its permittees, contractors, assigns, and successors in interest:

1. The right to use the road hereinafter to be constructed for all purposes deemed necessary or desirable by Grantor in connection with the protection, administration, management, and utilization of Grantor's lands or resources now or hereafter owned or controlled, subject, however, to traffic-control regulations as Grantee may reasonably impose, the bearing of road maintenance costs proportionate to use and the sharing of the cost of construction or reconstruction proportionate to use, in each case as authorized and provided by the regulations of the Secretary of Agriculture and as they may be amended and published in the Code of Federal Regulations.
2. The right to cross and recross the premises and road at any place by any reasonable means and for any purpose in such manner as will not interfere unreasonably with use of the road.
3. The right to all timber now or hereafter growing on the premises, subject to Grantee's right to cut such timber as hereinbefore provide.

If the Regional Forester determines that the road, or any segment thereof, is no longer needed, the easement traversed thereby shall terminate. The termination shall be evidenced by a

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer(s) and its corporate seal to be hereunto affixed on the day and year first above written.

By _____
Steve Widmyer, Mayor

By _____
Renata McLeod, City Clerk

STATE OF IDAHO)
)ss.
County of Kootenai)

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Name (Printed) _____
Residing at _____
My Commission Expires _____

Approved as to Consideration, Description, and Conditions
By:_____ Date:_____

CITY COUNCIL
STAFF REPORT

DATE: August 16, 2016

FROM: Lee White
Chief of Police

SUBJECT: School Resource Officer Agreement between Coeur d'Alene School District #271 and the City of Coeur d'Alene.

Decision Point:

The Coeur d'Alene Police Department requests that the City enter into a contract to continue the School Resource Officer (SRO) program with School District #271 for fiscal/ school year 2016-2017.

History:

The City of Coeur d'Alene and School District #271 have maintained the SRO partnership since 1999. Both the Police Department and the School District have deemed the SRO program not only successful, but vital to providing campus safety. The partnership's success can be tangibly measured in the reduction of campus related crimes and case clearance rates.

Financial Analysis:

The school district has agreed to pay \$348,715.70 of the personnel costs associated with this program. This represents approximately 72% of total personnel costs (\$486,214.74) for the period when school is in session. In addition to these costs, District 271 pays all overtime costs incurred for school related activities.

Performance Analysis:

The SRO program has provided the police department an open communication link with students, educators and citizens that have directly resulted in solving several crimes that might not have been solved.

Decision Point:

The Coeur d'Alene Police Department requests approval of the attached contract with School District #271 to provide School Resource Officer services for the 2016-2017 school year.

AGREEMENT BETWEEN THE
COEUR D'ALENE SCHOOL DISTRICT #271

and

THE CITY OF COEUR D'ALENE

for

EMPLOYMENT OF SCHOOL RESOURCE OFFICERS
DISTRICT'S FISCAL YEAR 2016-17

THIS AGREEMENT is entered into this 8th day of Aug, 2016, by and between School District #271, Coeur d'Alene, Idaho, hereinafter referred to as DISTRICT, and the City of Coeur d'Alene, having its principal business office located at 710 Mullan, Coeur d'Alene, Idaho, hereinafter referred to as CITY.

WITNESSETH:

WHEREAS, safety and security on and around high school, middle school, and elementary school campuses is an essential element for a positive educational environment; and

WHEREAS, the safety and well being of students on high school, middle school, and elementary school campuses is a concern shared by both the CITY and the DISTRICT, and a coordinated effort is deemed the most effective and efficient means to provide for campus security; and

WHEREAS, the presence of uniformed police officers on school campuses, in addition to basic law enforcement services, allows for an array of police services to be provided to both students and staff such as the dissemination of information on the police department, the criminal justice system, gang intervention and prevention, and alcohol and drug abuse prevention.

NOW THEREFORE, the parties to this agreement do mutually agree as follows:

I. RESPONSIBILITIES OF CITY

1. CITY agrees to provide seven (7) School Resource Officers in order to provide a uniformed high visibility presence on and around the high school, middle school and elementary campuses, located in the City of Coeur d'Alene; and
2. CITY agrees to furnish normal equipment for officers who perform this service, including use of Coeur d'Alene Police Department vehicles; and

3. CITY agrees the officers will facilitate classroom and faculty presentations related to the youth and the law, at elementary schools, Coeur d'Alene High School, Lake City High School, Venture High School, Woodland Middle School, Canfield Middle School, Lakes Middle School, and the following 7 Elementary's - Borah, Bryan, Fernan, Ramsey, Skyway, Sorenson, and Winton. SRO's will investigate youth related criminal cases, continue to work with community agencies and parent/teacher groups, schedule security activities as needed, be the first responder in all law enforcement related matters as they occur during regularly scheduled work hours for the officer; and

4. CITY agrees to have officers attend various sporting events and other extra curricular activities as needed for pro-active enforcement and interaction; and

5. CITY agrees to document and investigate all incidents of crime as per the police department's policies and procedures.

II. RESPONSIBILITIES OF DISTRICT

1. DISTRICT agrees to provide office space, furnishings and supplies for each School Resource Officer; and

2. DISTRICT agrees to furnish any special equipment or material necessary for the performance of this service as such equipment or material shall be identified and agreed to by the parties in writing; and

3. DISTRICT agrees each officer shall be responsible primarily to their Police Department Supervisor and secondarily to the principal of the high school to which they are assigned.

4. DISTRICT agrees to pay all overtime for the School Resource Officers.

III. CONTROL AND JURISDICTION

Prevention, education and training may take place at elementary schools, Coeur d'Alene High School, Lake City High School, Venture High School, Woodland Middle School, Canfield Middle School and Lakes Middle School located in the City of Coeur d'Alene as such activity relates to the DISTRICT.

The School Resource Officers will remain under the employment, direction, and control of the Coeur d'Alene Police Department. The Resource Officers are employees of the City of Coeur d'Alene as employee is defined under Idaho Code 6-902(4). The City of Coeur d'Alene shall remain responsible for the actions of the School Resource Officers, and shall maintain

liability insurance, or self insurance as the case may be in order to protect the district from any claims under the Idaho Tort Claims Act, Idaho Code 6-901 et seq., or any other alleged act or omission of the School Resource Officers including but not limited to alleged Civil Rights violations.

The DISTRICT shall endeavor to provide the CITY with requests for additional officers or for work assignments occurring outside regular high school or middle school hours (that are not usual police duties) prior to the beginning of the school year. DISTRICT will update the CITY at reasonable intervals in order to assist the CITY in scheduling officers. Any requests for services by the CITY outside the scope of this agreement shall be negotiated for compensation prior to the incurrence of such work assignments, the same shall be agreed to in writing.

IV. CONSIDERATION

In consideration of all services hereinbefore described, DISTRICT agrees to pay and CITY agrees to accept in full payment therefore the amount of Three Hundred Forty-Eight Thousand Seven Hundred Fifteen Dollars and 70/100 (\$348,715.70) to be paid quarterly.

V. TERM, AMENDMENT, RENEWAL AND TERMINATION OF AGREEMENT

1. The term of this Agreement shall remain in effect for the 2016-17 public school fiscal year.
2. This Agreement may be amended or renewed in writing by consent of CITY and DISTRICT as permitted by law.
3. This Agreement may be terminated at any time in writing by mutual consent of CITY and DISTRICT.
4. On or before July 1, 2017, both parties shall meet to evaluate the program prior to deciding whether to continue.

VI. IDAHO LAW CONTROLS

It is expressly understood and agreed by CITY and DISTRICT that the laws of the State of Idaho shall govern them and the interpretation of this Agreement shall be initiated exclusively in the Courts of the State of Idaho.

VII. SUCCESSORS-IN-INTEREST AND ASSIGNS

All terms, conditions and provisions hereof shall inure to and shall bind the parties hereto, their respective successors in interest and assigns.

IN WITNESS THEREOF, CITY and DISTRICT have caused the Agreement to be signed in their behalf by duly authorized representative on the ____ day of ____, 2016, pursuant to Resolution No. __, authorized the City Mayor to sign same.

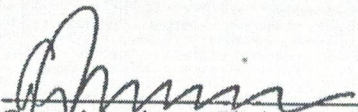
CITY OF COEUR D'ALENE
#271

COEUR D'ALENE SCHOOL DISTRICT

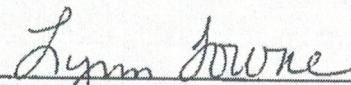
By: _____
Steve Widmyer, Mayor

Attest:

Renata McLeod, City Clerk

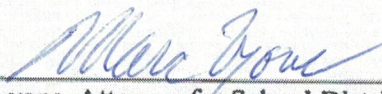
By: 
Casey Morrisroe, Chairperson

Attest:


Lynn Towne, Clerk of the Board

APPROVED as to form and legality this ____ day of ____, 2016.

By: _____
Michael C. Gridley, City Attorney

By: 
Mark Lyons, Attorney for School District 271

GENERAL SERVICES_COMMITTEE
STAFF REPORT

DATE: Monday, August 22nd, 2016
FROM: Kirk Johnson – Information Systems Division
SUBJECT: Fatbeam Fiber Optic Cable Installation and Lease Agreement

=====

DECISION POINT:

Approval of the Fiber Optic Cable Installation and Lease Agreement with Fatbeam, LLC. This agreement would connect the cities fiber network to Fire Station 4 at 6564 N. Atlas Rd.

HISTORY:

The Fire department relies on high speed, reliable network connections to provide the best possible service to the citizens of Coeur d Alene. It is vital to successful record keeping, and reporting.

Fatbeam provides a similar leased fiber segment to PD Station 2, and Fire Station 3.

FINANCIAL ANALYSIS:

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

The estimated cost to construct a city owned fiber optic conduit pathway, and accompanying fiber was approximately \$150,000. The proposed lease has a monthly reoccurring cost of \$500, and a one-time installation fee of \$995, on a ten year term.

A wireless connection would not be a feasible option due to line of sight being obscured by trees. Wireless has also proven to be less reliable than fiber.

PERFORMANCE ANALYSIS:

Fiber is the only available connection method that will provide the reliability and bandwidth needed for successful day to day use of the proposed Fire station. Fiber is the only available connection medium that can transmit the expected amount of data in a reasonable time.

DECISION POINT/RECOMMENDATION:

Approve the Fiber Optic Cable Installation and Lease Agreement with Fatbeam.

Fiber Optic Cable Installation and Lease Agreement

120 Months

This fiber optic cable lease agreement ("the Agreement") is made and entered into this 6th day of September, 2016, (the "Effective Date"), with a start date of December 1, 2016 between Fatbeam, LLC, Inc., with its principal offices located at 2065 W. Riverstone Drive. Suite 105 Coeur d'Alene, ID 83814 (hereinafter known as "Fatbeam") and City of Coeur d'Alene, Idaho with its principal offices located at 710 E. Mullan Ave. Coeur d'Alene, ID 83814 (hereinafter called "Customer") and collectively called "Parties."

RECITALS

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

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

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

Article 1 SCOPE OF AGREEMENT

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

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

- a. **Fire Station 4, 6564 N. Atlas Avenue Coeur d'Alene, ID 83815**
- b. **CDA City Hall data room, 710 E. Mullan Ave. Coeur d'Alene, ID 83814**
(individually a "facility" and collectively, the "facilities").

Article 2 INSTALLATION, MAINTENANCE AND ACCEPTANCE

2.1 **Demarcation Points.** As used in this Agreement, "Demarcation Points" shall be defined as the connection points between the Fatbeam-owned Dark Fiber and Customer-owned fiber optic cable or peripheral equipment ("Demarcation Points"), generally a fiber distribution panel located within a secure communications equipment room within the facility. The Parties prior to construction shall mutually agree upon the specific location of the Demarcation Points within the facility identified in Article 1.2 above.

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

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

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

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

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

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

Article 3 LEASE

3.1 Fatbeam agrees to exclusively Lease to Customer, and Customer agrees to exclusively Lease from Fatbeam, the Dark Fiber between the Demarcation Points identified in Articles 1.2 and 2.1, for the Initial Term specified below and for any extensions thereof (collectively, the "Term") and in accordance with the other terms and conditions stated in this Agreement.

Article 4 LEASE TERM

4.1 The initial non-cancelable term of this Lease shall commence upon completion of the installation, and shall remain in effect for a period of 120 Months (the "Initial Term"). Thereafter, this Lease shall automatically be extended for a single additional 120 month extension (the "Renewal Term") at the then current Fatbeam rates, unless Customer gives Fatbeam written notice of Customer's election to terminate the Lease at the end of the Initial Term, which notice must be delivered to Fatbeam not less than ninety (90) days prior to the expiration of the Initial Term. If both parties wish to continue the lease of the Dark Fiber following the expiration of the Renewal Term, Customer agrees to notify Fatbeam of its desire to continue to lease the Dark Fiber, and the Parties agree to thereafter conduct good faith negotiations to develop a new Lease Agreement to replace this Agreement. During any negotiations between the Parties, the Lease Payment shall remain unchanged; provided, however, in the event such a new Lease Agreement is not agreed to and signed within fifteen days before the expiration of the Term, Customer's lease of the Dark Fiber shall end upon the expiration of the Term.

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

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

Article 5 LEASE PAYMENT AND OTHER CHARGES

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

5.2 The Lease Payment obligation, due on the first day of each month, shall be five-hundred dollars (\$500.00), excluding applicable sales and use tax, for the 120 month Initial Term and, if extended beyond the Initial Term in accordance with Article 4.1, for the Renewal Term.

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

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

Mailing Address (for payment purposes only):

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

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

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

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

Article 6 **LEASE STATUS**

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

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

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

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

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

Article 8 FORCE MAJEURE

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

Article 9 LIMITATION OF LIABILITY AND DISCLAIMER

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

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

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

Article 10 DEFAULT AND REMEDIES

10.1 Any of the following shall constitute an event of default: (a) Customer fails to pay any Lease Payment or any other amount owed to Fatbeam within thirty (30) days after its due date; (b) Customer fails to

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

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

Article 11

MISCELLANEOUS

11.1 Assignment. Customer shall not transfer or assign, voluntarily or by operation of law, its obligations under this Agreement without the prior written consent of Fatbeam. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. Each of the undersigned hereby state that he/she has full authority to enter into this Agreement and hereby accepts this Agreement on behalf of the companies identified below.

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

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

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

Worker's Compensation Insurance in compliance with applicable state laws.

General Liability Insurance (or general liability coverage through membership in a self-insured risk management pool), on an occurrence basis, with a combined single limit of not less than \$ 1,000,000 each occurrence and \$ 2,000,000 aggregate for bodily injury and property damage.

Such coverage shall include premises and operations, independent contractors, products and completed operations, personal injury and property damage liability, and contractual liability coverage for the indemnity obligations provided for under this Agreement.

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

[Remainder of page intentionally blank – Signature pages next]

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

Fatbeam, LLC

City of Coeur d'Alene, ID

By: _____
(Authorized Signature)

By: _____
Steve Widmyer, Mayor

(Printed Name)

Attest:

(Title)

Renata McLeod, City Clerk

(Date)

(Date)

GENERAL SERVICES STAFF REPORT

DATE: August 3, 2016
FROM: Bill Greenwood – Parks and Recreation Director

SUBJECT: Renewal of 11th Street Marina Lease

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DECISION POINT:

Should the General Services approve a five year renewal of the City's lease with the 11th Street Dockowners Association?

HISTORY:

Since purchasing the Idaho Water Company the City has leased its riparian rights at 11th Street on the east side of Tubbs Hill for an existing marina and boat operation. The most recent lease is for five years and expires on August 30, 2016. The proposed renewal of the lease is for five years from August 31, 2016 to August 30, 2021.

FINANCIAL ANALYSIS:

The rent for this year under the current lease is \$6,881.51. This would increase to \$6,991.62 for the first year of the renewed lease and then increase each year according to the CPI. The Association provides two amenities within this lease; the first is a boat slip for fire and safety vessels at yearly rental value of \$5000 and the second is they provide a wastewater pump-out station for the public. The overall yearly value of this lease is over \$12,000.

PERFORMANCE ANALYSIS:

The renewal of the lease is consistent with the lease that has been in place for many years.

DECISION POINT/RECOMMENDATION:

General Services should approve the renewal of the lease with the 11th Street Dockowners Association for another five year term.

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 6th day of September, 2016, by and between ELEVENTH STREET DOCKOWNERS ASSOCIATION, INC, an Idaho non-profit corporation, hereinafter referred to as "ASSOCIATION" or "LESSEE", and the CITY OF COEUR D'ALENE, a municipal corporation, organized and existing under and by virtue of the laws of the State of Idaho, hereinafter referred to as the "CITY" OR "LESSOR".

DECLARATIONS

1. LESSEE is a non-profit recreation cooperative corporation organized and existing under and by virtue of the laws of the State of Idaho, having its principal place of business at 1100 East Lakeshore Drive, Coeur d'Alene, Kootenai County, Idaho.
2. The CITY is the successor in interest of the Idaho Water Company.
3. On the 20th day of December, 2011, the City and the Eleventh Street Dockowners Association, Inc. did agree that the existing lease agreement should be extended until the 30th day of August, 2016.
4. The parties hereto desire to enter into a lease agreement renewing and extending the current lease for another five years under the following terms:

TERMS OF LEASE

1. Annual Rent: LESSEE shall pay to the CITY annual rent in the sum of Six Thousand, Nine Hundred Ninety-Nine dollars and Sixty-Two cents (\$6,991.62) together with an annual increase equivalent to the CPI in July of each year for the Western Region, along with the consideration of the mutual grants, agreements, and terms as set forth herein. CITY shall invoice LESSEE for the annual rent payment by September 1 of each year. LESSEE shall pay the annual rent to CITY within 30 days of receipt of the rental invoice from CITY.
2. Term: The term of this agreement shall be for a period of five (5) years commencing on the 31st day of August, 2016 and having a termination at 12:00 midnight on the 30th day of August, 2021.
3. Lease Property and Rights: The CITY hereby grants to LESSEE, its successors or assigns, the right to maintain movable docks and dock storage and booms fronting or adjacent to the shoreline, described as follows:

Commencing at a galvanized pipe on the shoreline of Lake Coeur d'Alene, Kootenai County, Idaho, said pipe being 908 feet, more or less, due East of the center of Section 24, Township 50 North, Range 4 West, B.M.; and following the shoreline in a northeasterly direction to a point on the southeast corner of the tract containing 1.58 acres conveyed to the Consumers Company on January 23,

1905, as recorded in Book 9 Deeds at page 623, records of Kootenai County, Idaho;

which use and rights shall be utilized by LESSEE, its successors and assigns, for the purposes of maintaining docks and dock storage and moorage, subject to the following conditions:

A. Such docks have been largely reconstructed with the consent of the CITY, subsequent to the lease effective August 31, 1989. The docks and floating boom are depicted on the attached Exhibit "A". Such docks and booms shall not be placed in a manner to further restrict the public or CITY's access to the described shoreline.

B. The CITY does reserve the right at all times to lay, maintain and operate water pipes to the waters of Lake Coeur d'Alene at or near said area, through the entire bay area, and the right to enter into said area for the purpose of maintaining, replacing and repairing the same.

C. LESSEE, its successors or assigns, at all times shall conduct its operation so as not to damage, injure or interfere with the intake water lines of the CITY from the waters of Lake Coeur d'Alene.

D. LESSEE agrees to notify the CITY in writing at least thirty (30) days prior to any alteration of the breakwater.

E. In the maintenance of those catwalks, boat slips, docks or boom slips, LESSEE does covenant and agree that it shall not maintain them in such close proximity to the land and shoreline of the above described property so as to prevent boat access to the area by the CITY for the purpose of maintaining, installing and reinstalling its intake water lines.

F. In consideration of those grants by the CITY unto LESSEE, its successors and assigns, LESSEE, for and on behalf of itself and its successors and assigns, expressly covenants and agrees that it shall indemnify and hold harmless the CITY against any and all actions, claims and damages, including costs, attorney fees and expenses of whatsoever kind or character, including third party claims arising from the use of that license and/or licenses granted by the CITY to LESSEE. LESSEE does covenant and agree that they shall cause the CITY to be endorsed upon its existing liability coverage as an additionally named insured, which insurance shall carry limits of not less than One Million Dollars (\$1,000,000 to thereby protect the city from any claim of any person arising out of or by virtue of the maintenance of the moorage operation upon the riparian water of that property hereinbefore described owned by the CITY.

G. LESSEE will repair any damage to turbidity water lines belonging to the CITY that are in the area of the lease and the Marina associated with this lease.

4. Debris removal: LESSEE shall remove debris from along the Tubbs Hill shoreline within ten (10) days of written notice from the CITY and shall agree to pay for any

such removal occurring after the ten (10) day notice period.

5. Slips: The number of boat slips including side tie docking space shall be limited to one hundred and thirteen (113).

6. Trailer Parking: LESSEE shall not park boat trailers nor shall it allow its lessees to do so on streets except when actively loading or unloading boats.

7. City Moorage Area: LESSEE shall provide to the CITY for its sole and unrestricted use a certain moorage area identified on Exhibit A, attached hereto, for the CITY'S sole and unrestricted use. In addition, the LESSEE shall provide to the CITY, and such other governmental entities as may exhibit a need, an area on the northern most portion and the eastern side of the main dock as depicted on Exhibit A for temporary brief moorage for emergency vessels, including fire boats, patrol boats, or other publicly used service boats, all as depicted on Exhibit A. LESSEE grants the right to use the limited moorage area described on Exhibit A for the City, Kootenai County Sheriff, Coast Guard, and other public law enforcement, firefighting, or administrative agencies, and specifically designates the permanent moorage area identified on Exhibit A (approximately one-half way between the north and south ends of the main dock) for the sole and exclusive use of the Coeur d'Alene Fire Department. The dockage space identified above, both as to the permanent moorage space for the Coeur d'Alene Fire Department and the temporary, brief moorage space for emergency vessels shall not be assignable for use by private individuals. Further rights and responsibilities of the parties are as follows:

A. LESSEE, for and on behalf of itself and its successors and assigns, expressly covenants and agrees that it shall hereby indemnify, defend, and hold the City harmless from all claims, actions, or damages of any kind including but not limited to costs, attorney fees and expenses of whatsoever kind or character, and including third party claims and description, which may accrue to or be suffered by any person or persons, corporation, or property by reason of Association's agreement to allow City dockage space as provided in Section 6 of this agreement. In case any suit or action is brought against the City for damages arising out of, or by reason of any use as allowed under Section 6, Association will, upon notice to it of commencement of such action, defend the City at its sole cost and expense, and will satisfy any judgment after said action shall have been finally determined, if adverse to the City.

B. Prior to any use of the Association's property the CITY shall:

- i. Discuss the proposed dock use with IDL, and neighboring land owners to park a fire department boat in the designated area and address any objections they might have;
- ii. Talk to some of the Association dock owners on "A" dock before setting the boat location to protect views and vistas as much as possible;

iii. Consult with the Association's electricians and subcontract with a licensed electrician to tap into the marina's wiring to provide shore power and pay for the use of electrical shore power;

iv. Provide the Association with proof of \$1,000,000 of general liability insurance;

C. CITY shall not impair the use of the marina by Association members and guests and will repair any damage caused to the marina or the Association's property by the City's use.

D. The Association agrees to provide access codes and/or sufficient keys for access by authorized Fire Department personnel, and agrees to provide emergency use of the Association's boat ramp.

8. Principal Contacts: The principal contacts for this Lease Agreement are:

	CITY	ASSOCIATION
KEY CONTACT:	Glenn Lauper CDA FD	, 208-699-6244 11 th Street Marina
		Nancy Hawkins HOA Administration
STREET ADDRESS:	300 Foster Ave	296 W Sunset Ave Suite 11
CITY/STATE:	Coeur d'Alene, ID 83814	Coeur d'Alene ID 83815
PHONE NUMBER:	208-769-2340	208-765-5600
After Hours Number:	208-659-4256	208-660-5854
FAX NUMBER:	208-769-2343	208-667-7933
EMAIL ADDRESS:	glauper@cdaid.org	rentalpropcda@gmail.com

9. Lessee Provided Amenities: LESSEE shall provide to the public the following amenities for the benefit of the public:

A. Sanitary Pump Station to service boats on Lake Coeur d'Alene as depicted in Exhibit "A", attached hereto and incorporated herein by reference.

B. The Association shall be responsible for policing and maintenance of the shoreline and waters between the existing docks, and the shoreline of Tubb's Hill and adjacent property owned by the CITY.

C. The attachment of Exhibit A, labelled "11th Street Marina East Side

Rebuild”, and its incorporation into this Lease by reference shall supersede the previously existing Exhibit A that was attached to the original Lease, which new Exhibit A shall be binding upon the parties. The Association shall construct the improvements including those which benefit the CITY under the terms of this Lease in substantial compliance with Exhibit A.

10. Insurance: Prior to the execution of this lease, LESSEE shall file with the CITY, in a form acceptable to the CITY, certificates showing that the insurance requirements herein set forth have been placed in force and effect.

11. Encroachment Permit: LESSEE shall maintain a valid State of Idaho encroachment permit for any encroachment within the City’s littoral rights which are leased herein.

12. Assignment: LESSEE shall not assign its obligation or rights under this lease to a third party without written approval from the CITY.

13. Binding Agreement: This agreement shall be binding upon the parties in accordance with and pursuant to the terms and conditions hereof and shall inure to the benefit of the successors and assigns of the parties hereto.

14. Renewal: At the term end of this agreement the CITY agrees to negotiate in good faith with the LESSEE, its successors and assigns, for one (1) additional five (5) year term upon such terms as the parties may mutually agree.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement the day and year first above written.

LESSOR:
CITY OF COEUR D'ALENE

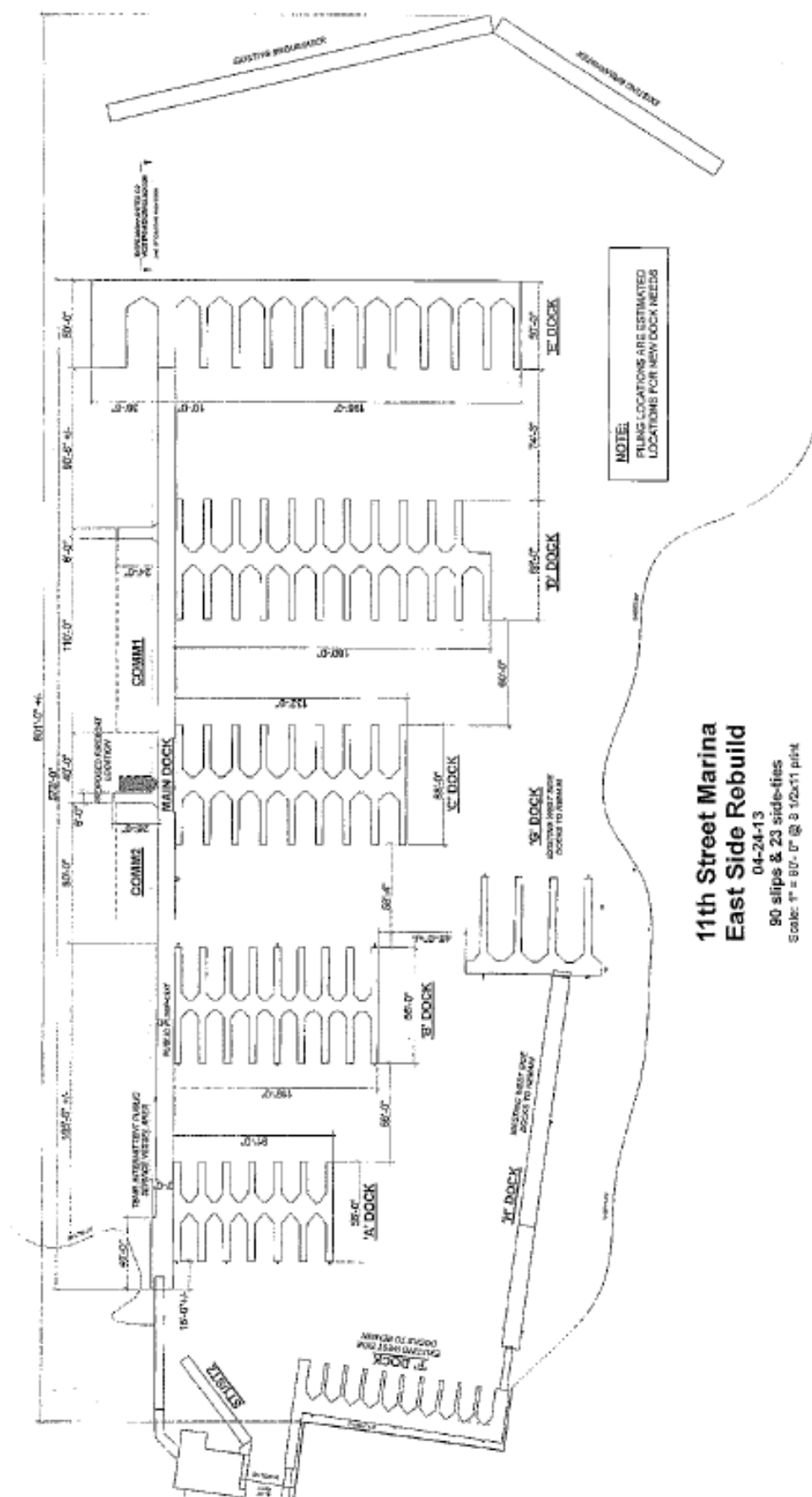
LESSEE:
ELEVENTH STREET DOCKOWNERS
ASSOCIATION INC.

Steve Widmyer, Mayor

By: _____
_____, President

ATTEST:

Renata McLeod, City Clerk



11th Street Marina East Side Rebuild

04-24-13

90 slips & 23 side-ties

Scale: 1" = 60'-0" @ 3/16"=11' print

CITY COUNCIL STAFF REPORT

DATE: August 22, 2016
FROM: Mike Becker, Wastewater Utility Project Manager
SUBJECT: Professional Engineering Services Agreement

=====

DECISION POINT:

The City Council may wish to execute a Professional Services Agreement with Welch Comer Engineering, Inc. for providing miscellaneous Professional Engineering and Surveying Services on an ongoing basis and in conflicts of interest with JUB projects for Fiscal Year 2015/2016.

HISTORY:

In compliance with *Idaho Statue 67-2320*, the City may establish their own guidelines in securing a contract for professional services under \$25,000. Welch Comer was selected on the basis of their past performance where they have historically demonstrated their Firm's qualifications, competence and expertise in the field of Engineering and Surveying. Currently, Welch Comer has other contracts with the City. They have routinely proven their level of commitment, immediate responsiveness and willingness in representing the City in the past. For that reason, Staff authorized Welch Comer to draft a short form Time and Materials (T&M) contract outlining a reasonable and fair price to perform said Professional Services according to the City's Schedule.

FINANCIAL ANALYSIS:

At this time, it is anticipated that the Total Professional Service Fees will not exceed the total sum of twenty-five thousand dollars (\$25,000). Until the City Engineer's position is filled, Staff believes this amount will cover the additional costs needed for the City's "everyday" Professional Engineering and Surveying needs.

PERFORMANCE ANALYSIS:

The City executed a contract with JUB for on-going Capital Improvement Projects, QLPE Services, Development and Plat Review, Construction Services and other Miscellaneous Services. This contract will supplement these services as well as cover the costs for conflicts of interest matters. Staff will manage the distribution of Professional Services work.

Presently, Staff is progressing forward, within a limited capacity, with all current projects. Ultimately and as required Idaho Code, an Idaho Professional Engineer and/or Surveyor will be required to complete many of these projects. The State of Idaho Department of Environmental Quality may be called upon to assist in other areas.

RECOMMENDATION:

The City Council may wish to execute a Professional Services Agreement with Welch Comer Engineering, Inc. for providing miscellaneous Professional Engineering and Surveying Services on an ongoing basis and in conflicts of interest with JUB projects for Fiscal Year 2015/2016.

AGREEMENT

for

PROFESSIONAL SERVICES

between

CITY OF COEUR D'ALENE

and

WELCH COMER & ASSOCIATES, INC.

for

CITY OF COEUR D'ALENE
2016 CITY ENGINEERING

THIS AGREEMENT, made and entered into this 18th day of August, 2016, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City," and **WELCH COMER & ASSOCIATES, INC.**, an Idaho corporation, with its principal place of business at 350 E. Kathleen Avenue, Coeur d'Alene, ID 83815, hereinafter referred to as the "Consultant."

W I T N E S S E T H:

WHEREAS, the City has miscellaneous engineering needs on an ongoing basis for Fiscal Year 2015/2016 summarized as follows:

- QLPE services
- Support to on-going capital projects
- Development Review
- Plat Review
- Construction services
- Miscellaneous services

WHEREAS, Consultant is available and is willing to provide personnel and services to accomplish the work according to the City's schedule.

NOW THEREFORE, the City and the Consultant agree as follows:

Section 1. Definitions. In this agreement:

- A. The term "City" means the City of Coeur d'Alene, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814.
- B. The term "Consultant" means Welch Comer & Associates, Inc. 350 E. Kathleen Avenue, Coeur d'Alene, ID 83815.
- C. The term "Mayor" means the mayor of the City of Coeur d'Alene or Mayor's authorized representative.
- D. The term "Fixed Fee" shall mean compensation based on the cost breakdown as shown in Attachment B – Fee Breakdown.

Section 2. Employment of Consultant. The City hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereinafter set forth.

Section 3. Scope of Services. The Consultant shall perform the services described in Attachment "A," entitled Scope of Services, subject to and consistent with the terms of Attachment "A," attached hereto and incorporated herein by reference.

Section 4. Personnel.

- A. The Consultant represents that it has or will secure at its own expense all personnel required to perform its services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
- B. All of the services required hereunder will be performed by the Consultant or under his direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.
- C. The Consultant agrees to maintain Workmen's Compensation coverage on all employees, including employees of subcontractors, during the term of this agreement as required by Idaho Code Section 72-101 through 72-806. Should the Consultant fail to maintain such insurance during the entire term hereof, the Consultant shall indemnify the City against any loss resulting to the City from such failure, either by way of compensation or additional premium liability. The Consultant shall furnish to the City, prior to commencement of the work, such evidence as the City may require guaranteeing contributions which will come due under the Employment Security Law including, at the option of the City, a surety bond in an amount sufficient to make such payments.

Section 5. Time of Performance. The services of the Consultant shall commence immediately following execution of this agreement.

Section 6. Compensation.

- A. Subject to the provisions of this Agreement, the City shall pay the Consultant on a time and materials basis.
- B. Total compensation for all services and expenses for the term of this Agreement shall not exceed the amount provided in Attachment "A" without amendment of this Agreement. The amount of compensation shall be subject to renegotiation only if the scope of the services are significantly expanded or modified beyond the tasks identified herein.
- C. Consultant is not obligated to continue performance hereunder or otherwise to incur costs in excess of the total estimated fee cited above as Consultant's compensation for all or part of the Project, unless and until the City has notified Consultant in writing that such total estimated fee has been increased and specifying the estimated fee then allocated for the Services to be covered by the Consultant's Compensation.
- D. Except as otherwise provided in this agreement, the City shall not provide any additional compensation, payment, use of facilities, service or other thing of value to the Consultant in connection with performance of agreement duties.

Section 7. Method and Time of Payment. Consultant invoices will be submitted once every month and will be based upon services completed at the time of the billing. Invoices shall reflect the total work performed during the invoice period and shall show the costs incurred as well as a percentage of the total fixed fee. The invoicing of the fixed fee shall correspond to the Consultant's estimate of the work completed. The Consultant shall maintain records documenting all labor and material charges for this project. The Consultant will notify the City when 75% of the total cost is attained and will determine how the remainder of the work will be completed for the remaining cost authorization. Documentation of major expenditures shall be submitted with the monthly invoices. Payment will be made on the 4th Tuesday of the month for invoices that are received and reviewed as being acceptable by the second Tuesday of that month.

Section 8. Termination of Agreement for Cause. If, through any cause within Consultant's reasonable control, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this agreement, the City shall thereupon, after providing Consultant reasonable time to remedy the deficiency, have the right to terminate this agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished hard copy documents, data, studies, surveys, and reports or other material prepared by the Consultant under this agreement shall at the option of the City become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred.

Section 9. Termination for Convenience of City. The City may terminate this agreement at any time by giving ten (10) days written notice to the Consultant of such termination and specifying the effective date of such termination. In that event, all finished or unfinished hard copy documents, data, studies, surveys, and reports or other material prepared by the Consultant under this agreement shall at the option of the City become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred.

Section 10. Modifications. The City may, from time to time, require modifications in the general scope of initial basic services of the Consultant to be performed under this agreement. The type and extent of such services cannot be determined at this time; however, the Consultant agrees to do such work as ordered in writing by the City, and the City agrees to compensate the Consultant for such work accomplished by written amendment to this agreement.

Section 11. Equal Employment Opportunity.

A. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The Consultant agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each subconsultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

B. The Consultant shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the City may require.

C. The Consultant will make efforts to award subconsultant agreements to Minority and Women-owned business (MBE/WBE). Consultant will document efforts to negotiate contracts with MBE/WBE firms.

Section 12. Interest of Members of City and Others. No officer, member, or employee of the City and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly,

interested or has any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

Section 13. Assignability.

A. The Consultant shall not assign any interest in this agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Consultant from the City under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

B. The Consultant shall not delegate duties or otherwise subcontract work or services under this agreement without the prior written approval by the City.

Section 14. Interest of Consultant. The Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this agreement. The Consultant further covenants that in the performance of this agreement, no person having any such interest shall be employed.

Section 15. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the Consultant under this agreement which the City requests to be kept confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.

Section 16. Publication, Reproduction and Use of Materials. No material produced, in whole or in part, under this agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, electronic files, or other materials prepared under this agreement. Consultant shall provide copies of such work products to the City upon request.

City may make and retain copies of Documents for information and reference in connection with use on the Project by the City. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by the Consultant, as appropriate for the specific purpose intended, will be at the City's sole risk and without liability or legal exposure to the Consultant and Consultant's subconsultants. To the extent allowed by law, the City shall indemnify and hold harmless the Consultant and Consultant's subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.

Section 17. Audits and Inspection. Consultant shall provide access for the City and any duly authorized representatives to any books, documents, papers, and records of the Consultant that are directly pertinent to this specific agreement for the purpose of making audit, examination, excerpts, and transcriptions. Consultant shall retain all records pertinent to the project for three years after final payment and all other pending matters are closed.

Section 18. Jurisdiction; Choice of Law. Any civil action arising from this agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County, Idaho. The law of the state of Idaho shall govern the rights and obligations of the parties.

Section 19. Non-Waiver. The failure of the City at any time to enforce a provision of this agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this agreement or any part thereof, or the right of the City thereafter to enforce each and every protection hereof.

Section 20. Permits, Laws and Taxes. The Consultant shall acquire and maintain in good standing all permits, licenses and other documents necessary to its performance under this agreement. All actions taken by the Consultant under this agreement shall comply with all applicable statutes, ordinances, rules, and regulations. The Consultant shall pay all taxes pertaining to its performance under this agreement.

Section 21. Relationship of the Parties. The Consultant shall perform its obligations hereunder as an independent contractor of the City. The City may administer this agreement and monitor the Consultant's compliance with this agreement but shall not supervise or otherwise direct the Consultant except to provide recommendations and to provide approvals pursuant to this agreement.

Section 22. Integration. This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

Section 23. City Held Harmless.

A. The Consultant shall save, hold harmless, and indemnify the City, its officers, agents and employees from and against any and all damages or liability arising out of the Consultant's wrongful acts or negligence, including costs and expenses, for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by any person or persons or property arising from Consultant's performance of this agreement and not arising from Consultant's professional services. To this end, Consultant shall maintain general liability insurance in at least the amounts set forth in Section 25A.

B. The Consultant shall save, hold harmless and indemnify the City, its officers, agents, and employees from and against damages or liability arising out of the Consultant's negligent acts, errors, or omissions, including costs and expenses for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by persons or property to the extent arising from Consultant's negligent performance of this agreement, including but not limited to Consultant's professional services. To this end, Consultant shall maintain Errors and Omissions insurance in at least the amounts set forth in Section 25B.

Section 24. Notification. Any notice under this agreement may be served upon the Consultant or the City by mail at the address provided in Section 1 hereof.

Section 25. Special Conditions. Standard of Performance and Insurance.

A. Consultant shall maintain general liability insurance naming the City, its entities, and its representatives as additional insureds in the amount of at least \$500,000.00 for property damage or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for under Chapter 9, Title 6, Section 24 of the Idaho Code.

B. In performance of professional services, the Consultant will use that degree of care and skill ordinarily exercised under similar circumstances by members of the Consultant's profession. Should the Consultant or any of the Consultants' employees be found to have been negligent in the performance of professional services from which the City sustains damage, the Consultant has obtained Errors and Omission Insurance in at least the amount of one million dollars (\$1,000,000.00). The Consultant shall maintain, and furnish proof thereof, coverage for a period of two years following the completion of the project.

C. The Consultant shall obtain and maintain auto liability insurance in the amount of \$500,000.00 for the duration of the project.

D. Prior to work under this agreement, the Consultant shall furnish to the City certificates of the insurance coverages required herein, which certificates must be approved by the City Attorney. Insurance provider shall provide Consultant thirty (30) days notice prior to cancellation of the policy for any reason, in which case the Consultant shall promptly notify the City.

IN WITNESS WHEREOF, this agreement executed the day and year first written above.

CITY OF COEUR D'ALENE

WELCH COMER & ASSOCIATES, INC.

Steve Widmyer, Mayor

Philip F. Boyd, President

ATTEST:

ATTEST:

Renata McLeod, City Clerk

Lindsay Spencer, Accounting

ATTACHMENT A

**SCOPE OF SERVICES
City of Coeur d'Alene
City Engineering Services**

Background

This scope of work is service on an “on call” basis for ongoing city engineering services. The work encapsulates city engineering services as requested by the City.

The expected services include:

- **Task 100: QLPE review of City projects**
 - Subtask 001: On a task by task basis
- **Task 200: Support to on-going capital projects**
 - Subtask 001: On a task by task basis
- **Task 300: Development review**
 - Subtask 001: On a task by task basis
- **Task 400: Plat review**
 - Subtask 001: On a task by task basis
- **Task 500: Construction Services**
 - Subtask 001: On a task by task basis
- **Task 600: Miscellaneous Services**
 - Subtask 001: On a task by task basis

Schedule: As mutually agreed per task.

Budget: On a time and materials basis estimated at \$24,900.

Limitations: Welch Comer & Associates, Inc. is not acting as an agent or fiduciary of the City and therefor shall have no legal authority to bind the City in contract or otherwise. Welch Comer & Associates, Inc. shall act as an independent consultant and warrants that it will meet the standard of care in work performed. To the fullest extent permitted by law, City and Welch Comer & Associates, Inc. waive against each other, and the other’s employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Agreement. Where potential conflicts of interest arise due to on-going work efforts of either party, they will be addressed on a case-by case basis to both parties satisfaction.

Attachment B

Billing Rates

Billing Classification	Billing Rate
Principal Engineer	\$ 165.00
Principal Engineer	\$ 155.00
Project Development Engineer	\$ 150.00
Sr. Project Manager	\$ 139.00
Project Manager	\$ 130.00
Engineer V	\$ 130.00
Engineer IV	\$ 120.00
Engineer III	\$ 115.00
Engineer II	\$ 108.00
Engineer I	\$ 95.00
Sr. Engr Tech II	\$ 90.00
Sr. Engr Tech I	\$ 85.00
Professional Land Surveyor II	\$ 140.00
Professional Land Surveyor I	\$ 125.00
Crew Chief II	\$ 100.00
Crew Chief I	\$ 95.00
Crew Member	\$ 80.00
Survey Technician II	\$ 100.00
Survey Technician I	\$ 95.00
GIS Manager	\$ 105.00
GIS Technician II	\$ 90.00
GIS Technician I	\$ 80.00
Cad Technician III	\$ 85.00
Cad Technician II	\$ 80.00
Cad Technician I	\$ 70.00
Sr. Project Administrator	\$ 75.00
Project Administrator	\$ 65.00
Sr. Administrative Assistant	\$ 55.00
Administrative Assistant	\$ 45.00
No Charge Services	\$ -

ANNOUNCEMENTS

GENERAL SERVICES COMMITTEE

STAFF REPORT

DATE: SEPTEMBER 6, 2016

FROM: RENATA MCLEOD, MUNICIPAL SERVICES DIRECTOR/CITY CLERK
TROY TYMESEN, FINANCE DIRECTOR

RE: CITY HALL REMODEL PROJECT; APPROVAL OF CONTRACT AMENDMENT
WITH LONGWELL + TRAPP FOR THE CITY HALL ADA
ENHANCEMENT/REMODEL PROJECT AND DESIGN SERVICES FOR THE BID
ALTERNATE OF STAIRS/RAMP BETWEEN CITY HALL AND THE LIBRARY

DECISION POINT:

- To approve a Contract Amendment with Longwell + Trapp for the City Hall ADA Enhancement/Remodel Project and design services for the bid alternate of stairs/ramp between City Hall and the Library.

HISTORY: The City entered into a Contract with Longwell + Trapp Architects on March 15, 2016 for the City Hall ADA Enhancement/Remodel project. At that time the estimated project construction cost was \$1.3 Million. Since the Council approved the final design and increase in project scope, construction costs are now estimated at \$1.6 Million, which is what the architect fees are based upon. Therefore, additional architectural services are required in the amount of \$20,000. Additionally, Council directed staff to include a bid alternate for the stairs/ramp access between City Hall and the Library. A specification/design for that will need to be included in the bid documents. Mr. Trapp estimates that design work to cost between \$2,000 and \$3,500. Discussions with staff are taking place to determine what level of code will apply to this portion of the project.

FINANCIAL: The increase in the scope of services will cost an additional \$20,000 totaling a contract price of \$139,750, plus expenses. The maximum design cost for the stair/ramp will be \$3,500. These costs will be covered by the \$1.9 Million proposed project budget.

DECISION POINT/RECOMMENDATION:

- To approve a Contract Amendment with Longwell + Trapp for the City Hall ADA Enhancement/Remodel Project and design services for the bid alternate of stairs/ramp between City Hall and the Library.

RESOLUTION NO. 16-044

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A CONTRACT AMENDMENT WITH LONGWELL + TRAPP FOR THE CITY HALL ADA REMODEL PROJECT AND FOR DESIGN SERVICES WITH LONGWELL + TRAPP FOR THE BID ALTERNATE OF STAIRS AND/OR A RAMP BETWEEN CITY HALL AND THE LIBRARY.

WHEREAS, pursuant to Resolution No.16-016, adopted the 15th day of March, 2016, the City of Coeur d'Alene entered into a contract with Longwell + Trapp for the City Hall ADA Enhancement/Remodel Project; and

WHEREAS, staff is recommending that the City of Coeur d'Alene authorize an amendment to said contract, pursuant to terms and conditions set forth in Exhibit "A" attached hereto and, by reference, made a part hereof; and

FURTHERMORE, staff is recommending that the City of Coeur d'Alene authorize Preliminary Design Services for the Bid Alternate of stairs and/or a ramp between the existing City Hall and the Library, pursuant to terms and conditions set forth in Exhibit "B" attached hereto and, by reference, made in part hereof; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to enter into such agreement;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a Contract Amendment with Longwell + Trapp, in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

BE IT FURTHER RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a contract with Longwell + Trapp for preliminary design and cost estimating for the Bid Alternate of stairs and/or a ramp between the existing City Hall and the Library, in substantially the form attached hereto as Exhibit "B" 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 agreements on behalf of the City.

DATED this 6th day of September, 2016.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER ENGLISH Voted _____

_____ was absent. Motion _____.



August 3, 2016

City of Coeur d'Alene
Attn: Jim Hammond, City Administrator
710 Mullan Avenue
Coeur d'Alene, ID 83814

**RE: Contract Amendment for AIA B104
Addition and Remodel to Coeur d'Alene City Hall
Contract dated February 5, 2016**

Dear Mr. Hammond,

The following is our contract amendment for the addition and remodel to Coeur d'Alene City Hall due to an increase in the Architectural, Mechanical and Electrical scope of the project as requested by the Owner. Increases to the project scope include the following items:

1. Electrical Engineering: Data and phone wiring, access control coordination, and replacement of all light fixtures with new LED fixtures. Original plan was to reuse some of the existing lighting.
2. Mechanical Engineering: Replacement of all flex duct with rigid metal duct, replacement of all slot diffusers, additional plumbing fixture replacement and replacement of existing server room roof top unit. Original plan was to reuse the existing flex duct and slot diffusers.
3. Architectural: Replacement of all exterior doors, replacement of additional siding on lower level, replacement of lower level windows, replacement of all acoustical tile ceilings and grids, and addition of canopies at lower level south doors. Original plan was to reuse a majority of the existing acoustical ceiling grid, but with the flex duct replacement, diffuser replacement and lighting revisions the ceiling grid will need to be replaced.
4. The original fee was determined on an estimated project construction cost of \$1,300,000. The current estimate for construction cost is now \$1,600,000.

Our fee increase for the scope changes noted above will be \$20,000, therefore the new fixed fee amount for the project will be increased to \$139,750, plus reimbursable expenses in lieu of the original fee of \$119,750.

8382 N. Wayne Drive, Suite 204
Hayden, Idaho 83835
T 208.772.0503 F 208.772.6705

10267 N. Nicklaus Drive
Fountain Hills, Arizona 85268
T 480.837.1422

www.gdlarch.com

Exhibit "A"

Please call if we can provide any additional information or answer questions.

Sincerely,

Longwell + Trapp Architects, pllc

A handwritten signature in black ink, appearing to read "Cory D. Trapp", with a long horizontal flourish extending to the right.

Cory D. Trapp, AIA, CSI
Partner

I have read the above contract amendment, fees and terms and they are hereby accepted. Longwell + Trapp Architects, pllc is authorized to commence work as specified and agreed to herein. Please return one original signed and keep the second for your records.

APPROVED:

Signature: _____

Printed Name: _____

Title: _____

Date: _____



August 4, 2016

City of Coeur d'Alene
Attn: Jim Hammond, City Administrator
710 Mullan Avenue
Coeur d'Alene, ID 83814

**RE: Fee Proposal for Exterior Stair/Ramp
Between Coeur d'Alene City Hall and the Library**

Dear Mr. Hammond,

The following is our fee proposal to provide preliminary design and cost estimating for a new exterior stair and or ramp between the existing Coeur d'Alene City Hall and the Library. It has been observed that a great number of people are walking down the bank between the two buildings as a short cut to McEuen Park. A stair and/or ramp will allow safer access and protection to the landscaping in this area.

We will prepare two to three concept ideas on how to transition a public access between the buildings along with a cost estimate for each concept. We have obtained PDF drawings of the landscape and grading for this area from the Building Department that will be very helpful in completing our task.

We are proposing to provide the services outlined above on an hourly basis, plus reimbursable expenses. We anticipate that the fees will be between \$2,000 and \$3,500, plus reimbursable expenses. This will be billed as an additional service to the City Hall Remodel contract. Once we have determined the final design for the stair and/or ramp we will prepare a fixed fee to complete construction documents for this project.

Our hourly rates are as follows:

Senior Partner	\$125.00/hr
Partner	\$115.00/hr
Licensed Staff	\$100.00/hr
Interior Designer	\$80.00/hr
Intern Architect	\$75.00/hr
CAD Technician I	\$65.00/hr
CAD Technician II	\$55.00/hr
Administration	\$48.00/hr
Consultants	1.15%

In addition, reimbursable expenses will be billed as follows:

Automobile travel at \$0.65 per mile.
Blueprints/Plots at \$2.00 each.
Copies at \$0.15 each.
Color Copies at \$0.30 each

8382 N. Wayne Drive, Suite 204
Hayden, Idaho 83835
T 208.772.0503 F 208.772.6705

10267 N. Nicklaus Drive
Fountain Hills, Arizona 85268
T 480.837.1422

www.gdlarch.com

The Architect will perform the authorized services in a manner consistent with the standards of the profession. If the Owner stops work, and he retains that right, then that portion of the fee earned to that date will become due and payable.

We look forward to a favorable reply to our proposal and wish to thank you for considering Longwell + Trapp Architects, pllc for this project. Please call if we can provide any additional information or answer questions.

Sincerely,

Longwell + Trapp Architects, pllc



Cory D. Trapp, AIA, CSI
Partner

I have read the above proposal, fees and terms and they are hereby accepted. Longwell + Trapp Architects, pllc is authorized to commence work as specified and agreed to herein. Please return one original signed and keep the second for your records.

APPROVED:

By: _____

Printed Name: _____

Title: _____

Date: _____

PUBLIC WORKS COMMITTEE

STAFF REPORT

DATE: AUGUST 16, 2016
FROM: Legal Department
SUBJECT: Purchasing Policy and Public Works Construction Procurement Policy

DECISION POINT:

The City Council may wish to adopt a new Purchasing Policy and a new Public Works Construction Procurement Policy which are in line with the current state law regarding purchasing and procurement for governmental entities.

HISTORY:

In 2005, the Idaho Legislature enacted Chapter 28 of Title 67, Idaho Code, entitled "Purchasing by Political Subdivision." This Chapter governs the purchase of services and personal property, and the procurement of public works construction. In 2006, by Resolution 06-037, the City Council adopted a matrix which incorporated Chapter 28, Title 67, Idaho Code, for use by City departments. However, there continued to be some confusion in and a certain lack of uniformity between the City's departments in regard to the application of state law to the purchase of services and personal property, and the procurement of public works construction. Therefore, the Legal Department was tasked with creating a user-friendly policy of purchasing and procurement, clearly setting out the requirements of state law to assist the departments in complying with the law in regard to purchasing and procurement.

FINANCIAL ANALYSIS:

It is not anticipated that adoption of the new policies will have any direct financial consequences.

DECISION POINT AND RECOMMENDATION:

Staff recommends that the City Council adopt the two new policies, the Purchasing Policy and the Public Works Construction Procurement Policy.

RESOLUTION NO. 16-045

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ESTABLISHING A UNIFORM POLICY FOR THE PROCUREMENT OF PERSONAL PROPERTY AND SERVICES, AND A UNIFORM POLICY FOR PROCUREMENT OF PUBLIC WORKS CONSTRUCTION.

WHEREAS, the need for citywide policies regarding Procurement of Personal Property and Services, and for Procurement of Public Works Construction has been deemed necessary by the City Council; and

WHEREAS, the City Attorney has proposed policies regarding these issues, and the same were discussed at the Public Works Committee meeting on August 22, 2016; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that such policies be adopted;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the policies attached hereto as Exhibits "A" and "B" be, and the same hereby are, adopted.

DATED this 6th day of September, 2016

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER ENGLISH Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

PROCUREMENT OF PERSONAL PROPERTY AND SERVICES POLICY

Goal:

It is the intention of this policy to standardize the process for procuring personal property and services across all City departments.

Scope:

This policy applies to:

1. The acquisition, either by lease or purchase, of personal property by the City including, but not limited to, vehicles and bulk purchases; and
2. The procurement of services governed by I.C. § 67-2806, excluding professional services and services from design professionals governed by I.C. § 67-2320.

Policy:

1. **Procurements of less than \$1,000.** If the contemplated procurement has been approved in the current financial plan, the department may issue a solicitation for the procurement and make the procurement from any vendor providing the best value to the City. Use of local vendors is encouraged. Quotes from multiple vendors should be solicited unless unique circumstances, such as an emergency, make soliciting multiple quotes unreasonable. The department head is authorized to execute the invoice/purchase agreement on behalf of the City. The invoice will be submitted to the City Council for approval.
2. **Procurements between \$1,000 and \$25,000.** If the contemplated procurement has been approved in the current financial plan, the department may issue a solicitation for the procurement and make the procurement from any vendor providing the best value to the City. Use of local vendors is encouraged. Quotes from multiple vendors should be solicited unless unique circumstances, such as an emergency, make soliciting multiple quotes unreasonable. In such cases, the department head should consult with the City's Finance Director prior to making the procurement. The department making the procurement must complete and submit the attached price reasonableness form along with the invoice to the finance department. The invoice will be submitted to the City Council for approval. The department head is authorized to execute the invoice/purchase agreement on behalf of the City.
3. **Procurements between \$25,000 and \$49,999.** For procurements approved in the current financial plan within this range, the department must comply with I.C. § 67-2805. Generally, a reasonably clear solicitation for quotes must be provided to at least 3 vendors. The vendors must be given at least 3 days to respond. Use of local vendors is encouraged. Specific questions about the solicitation process should be discussed with

the legal department. If three quotes cannot be obtained, the department must document the reasonable steps taken to obtain 3 quotes and the reasons why 3 quotes could not be obtained. The documentation of the efforts to obtain 3 quotes, and the required price reasonableness form must be forwarded to the finance department for review and approval prior to making the procurement. The invoice/purchase agreement must be submitted to the City Council for final approval and the Mayor must execute the invoice/purchase agreement on behalf of the City.

4. **Procurements above \$50,000.** For procurements approved in the current financial plan above \$50,000, the department must comply with I.C. § 67-2805. Generally, a competitive sealed bid process is required. Two notices of the bid must be published by the City Clerk, and the procurement generally must be made from the qualified bidder submitting the lowest bid price. Specific questions about the solicitation process should be discussed with the legal department. Specific City Council approval of the bid award and contract is required, and the Mayor must sign the agreement on behalf of the City. All bidding documents must be retained for the period specified in the City's record retention manual.
5. **Procurements not approved in the financial plan.** If the contemplated procurement is not in the current financial plan, the department seeking to make the procurement must first seek the City Finance Director's review and approval of the procurement. In seeking approval, the department must address the compelling justification for making the procurement during the current fiscal year and identify the funding source within the department's current budget. If the proposed procurement cannot be funded from the department's current budget, City Council approval must be obtained. Following approval, the department may proceed with the procurement as otherwise outlined in this policy.
6. **Bulk Procurements.** When purchasing bulk use items such as fuel, chemicals, and office supplies, the department must comply with the appropriate section of this policy, based on anticipated price, when making the procurement. Bulk purchasing contracts should generally be rebid at least every three years. The Finance Director can authorize extensions of existing bulk procurement contracts for longer than 3 years if the department making the purchase demonstrates that it is in the City's best interest to extend the contract. Invoices for on-going procurements under an open contract must be submitted with bills to Council.
7. **Special Circumstances.** Under certain circumstances, the City is allowed by Idaho Code to depart from standard purchasing requirements. Departments seeking sole-source procurements, purchasing under an open procurement from another agency ("piggy-backing"), emergency purchasing, or other special circumstances, must consult with the legal and finance departments to determine the appropriate process for completing and documenting the procurement. Generally, these types of procurements will require public notice and City Council action. Additionally, the Finance Director is authorized to waive the strict requirements of this policy (other than those required by Idaho Code)

when the department making the purchase demonstrates that it is in the City's best interest to do so.

8. **Purchasing Vehicles.** I.C. § 49-1601 requires that all vehicles, other than those titled in the name of the seller, be purchased from state licensed motor vehicle dealers. Specialty vehicles, such as fire trucks, urban transit buses, ambulances, street sweepers, haz-mat response vehicles, are exempt from this requirement. Departments considering the purchase of specialty vehicles must consult with the legal and finance departments to determine the appropriate process for completing and documenting the purchase. Other vehicle purchases must comply with processes otherwise outlined in this policy.

PROCUREMENT OF PUBLIC WORKS CONSTRUCTION POLICY

Goal:

It is the intention of this policy to standardize the process for procuring public works construction across all City departments.

Scope:

This policy applies to the selection and hiring of contractors for public works construction projects, which includes any construction, repair and/or reconstruction of buildings, roads, facilities and other improvements on City-owned property paid for with public funds.ⁱ

Policy:

A. **Procurements of less than \$10,000.** If the anticipated cost of the construction project is less than \$10,000 and the project is authorized in the current financial plan, the department may issue a solicitation for the project and make the procurement from any registered contractorⁱⁱ providing the best value to the City. The registered contractor performing such work need not have a public works license.ⁱⁱⁱ Use of local contractors is encouraged. Quotes from multiple contractors should be solicited unless unique circumstances, such as an emergency, non-responsive contractors, or contractors with known expertise, make soliciting multiple quotes unreasonable. City council approval for projects in the current financial plan is not necessary to complete the procurement. The department making the procurement must complete and submit the following documents to the finance department along with the final invoice:

1. The public works construction price reasonableness form;
2. Proof of contractor registration;
3. The executed standard simple written contract or other invoice clearly reflecting the work to be done and the contract amount;
4. Proof of workers compensation coverage;
5. Proof of an insurance policy naming the City as an additional insured with a policy limit of \$500,000 for bodily or personal injury, death or property damage or loss as a result of any one occurrence or accident, regardless of the number of persons injured or the number of claimants; and
6. State tax commission notice.

The invoice will be submitted to the City Council for approval. The department head is authorized to execute the simple written contract/invoice on behalf of the City.

B. **Procurements between \$10,000 and \$25,000.** If the anticipated cost of the construction project is between \$10,000 and \$25,000, and the project is authorized in the current financial plan, the department may issue a solicitation for the project and make the procurement from any licensed public works contractor providing the best value to the City. Use of local contractors is encouraged. Quotes from multiple contractors should be solicited unless unique circumstances, such as an emergency, make soliciting multiple quotes unreasonable. In such cases, the department head should consult with the City's finance director prior to making the procurement. City Council approval for projects in the current financial plan is not necessary to complete the procurement. The department making the procurement must complete and submit the following documents to the finance department along with the final invoice:

1. The public works construction price reasonableness form;
2. Proof of public works contractor licensure;
3. The executed standard simple written contract;
4. A performance bond of 85% of the contract amount;^{iv}
5. A payment bond of 85% of the contract amount;^v
6. Proof of workers compensation coverage;
7. Proof of an insurance policy naming the City as an additional insured with a policy limit of \$500,000 for bodily or personal injury, death or property damage, or loss as a result of any one occurrence or accident, regardless of the number of persons injured or the number of claimants; and
8. State tax commission notice.

The invoice will be submitted to the City Council for approval. The department head is authorized to execute the simple written contract on behalf of the City.

C. **Special Rules for Procurements under \$50,000.** If the anticipated cost of construction is less than \$50,000, and the department determines that there may be a lack of available licensed contractors, the department may publish a notice of intent to procure in the City's official newspaper, and send a copy of such notice to the public works contractors license board, for the purpose of soliciting statements of interest from licensed public works contractors to determine whether one (1) or more licensed contractors is interested in submitting a bid. Such notice of intent to procure shall be provided by the same means required for published solicitation of competitive bids and shall contain essentially the same information as such published notice. If no licensed public works contractor submits a statement of interest, the department may purchase public works construction from *other* than a licensed public works contractor by using the same procurement procedures otherwise specified in paragraph D below.^{vi}

D. **Procurements between \$25,000 and \$100,000.** If the anticipated cost of the construction project is between \$25,000 and \$100,000, and the project is authorized in the current financial plan, the department must follow the procurement requirements of I.C. 67-2805(2), with the procurement generally being made from the public works contractor submitting the lowest bid. Generally, a solicitation for bids must be provided to at least 3 public works contractors. The solicitation must describe the construction work to be completed in sufficient detail to allow an experienced public works contractor to understand the project. The contractors must be provided at least 3 days to respond and the contract must be awarded to the contractor providing the responsive bid proposing the lowest procurement price, except in unusual circumstances. Use of local contractors is encouraged. Specific questions about the solicitation process should be discussed with the legal department.

If it is impractical or impossible to obtain three quotes, the department must document the reasonable steps taken to obtain 3 quotes and the reasons why 3 quotes could not be obtained. The documentation of the efforts to obtain 3 quotes, and the required price reasonableness form must be forwarded to the finance department for review and approval prior to making the procurement. Again, the contract must be awarded to the contractor providing the responsive bid proposing the lowest procurement price, except in unusual circumstances.

City Council approval for projects within the current financial plan is not necessary to complete the procurement, but the City Council should be notified that the procurement has been completed using the Heads Up process. The department head is authorized to either approve the responsive low bid and forward the City's standard public works contract to the City Clerk along with the documentation listed below, or reject all bids and restart the procurement process. The City Attorney's office must be consulted if the department head decides to reject all bids. City Council approval of, and the mayor's signature on, the contract shall follow standard procedures. Invoices must be submitted to the City Council for final approval.

1. Proof of public works contractor licensure;
2. A performance bond of 100% of the contract amount;^{vii}
3. A payment bond of 100% of the contract amount;^{viii}
4. Proof of workers compensation coverage;
5. Proof of an insurance policy naming the City as an additional insured with a policy limit of \$500,000 for bodily or personal injury, death or property damage or loss as a result of any one occurrence or accident, regardless of the number of persons injured or the number of claimants; and
6. State tax commission notice.

E. **Procurements over \$100,000.** If the anticipated cost of the construction project exceeds \$100,000, and the project is authorized in the current financial plan, the department must follow the procurement requirements of I.C. 67-2805(3) with the procurement generally being made

from the qualified public works contractor submitting the lowest bid price who complies with the bidding procedures. Generally, a competitive sealed bid process is required. There are two alternative procedures that can be used.

1. Category A - No prequalification.

- a. Open to bids from any licensed public works contractor;
- b. In awarding the contract, the City may only consider the amount of the bid, compliance with the administrative requirements of the bidding process, and whether the contractor has the required license;
- c. The bid shall generally be awarded to the qualified bidder submitting the lowest responsive bid;
- d. Two notices of the bid must be published by the City Clerk---one at least 2 weeks before the opening of the bids and the second at least 7 days before the opening of the bids. The notice shall briefly describe the project. Copies of specifications, bid forms, bidder's instructions, contract documents, and general and special instructions shall be made available to potential bidder upon request. The City may charge a reasonable plan copy fee for a hard copy of the bid documents. Specific questions about the solicitation process should be discussed with the legal department;
- e. The City may require bidder to provide bid security in an amount equal to at least 5% of the amount of the bid;
- f. The bids must be sealed;
- g. The City may reject all bids and re-bid. The City may also, after finding it to be a fact, pass a resolution declaring that the project sought to be accomplished can be performed more economically by purchasing goods or services on the open market; and
- h. Specific City Council approval of the bid award and contract is required, and the mayor must sign the standard public works contract on behalf of the City. All bidding documents must be retained for the period specified in the City's record retention manual.

2. Category B - Prequalification. If the department determines that it is in the City's best interest to prequalify contractors (either general or subcontractors), the department must consult with the legal department in developing the prequalification process.

- a. Stage One - Prequalification.

I. Notice of prequalification must be provided as required for Category A. The Notice must state a specific date and time by which the qualification statements must be received by the City.

II. The prequalification standards can consist only of:

A. The contractor's demonstrated technical competence;

B. The contractor's experience constructing similar facilities;

C. The contractor's prior experience with the City;

D. The contractor's available nonfinancial resources, equipment and personnel as they relate to the subject project; and

E. The contractor's overall performance history based on the contractor's body of work.

b. Stage Two – Bidding.

I. The department will set a time, date, and place for the public opening of bids;

II. Notice of soliciting bids shall be transmitted to those contractors who prequalified at least 14 days before the bid opening;

III. Bids must be sealed;

IV. Bid security may be required in an amount equal to at least 5% of the amount bid;

V. The contractor submitting the lowest bid complying with bidding procedures and meeting the prequalifications shall be awarded the contract;

VI. The City may reject all bids and re-bid. The City may also, after finding it to be a fact, pass a resolution declaring that the project sought to be accomplished can be performed more economically by purchasing goods or services on the open market; and

VII. Specific City Council approval of the bid award and contract is required, and the mayor must sign the standard public works contract on behalf of the City. All bidding documents must be retained for the period specified in the City's record retention manual.

F. **Procurements not approved in the financial plan.** If the contemplated project is not in the current financial plan, the department seeking to make the procurement must first seek the City Finance Director's review and approval of the procurement. In seeking approval, the department must address the compelling justification for making the procurement during the current fiscal year and identify the funding source within the department's current budget. If the proposed procurement cannot be funded from the department's current budget, City Council approval must be obtained. Following approval, the department may proceed with the procurement as otherwise outlined in this policy.

G. **Special Circumstances.** Under certain circumstances, the City can depart from standard procurement requirements. Departments seeking sole-source procurement, an emergency project, or other special circumstances, must consult with the legal and finance departments to determine the appropriate process for completing and documenting the procurement. Generally, these types of procurements will require public notice and City Council action. Additionally, the Finance Director is authorized to waive the strict requirements of this policy (other than those required by Idaho code) when the department making the purchase demonstrates that it is in the City's best interest to do so.

H. **Title VI Compliance.** The department in charge of the procurement process must include in each solicitation for public works construction, a disclosure that the contractor will be required to comply with Title VI as a part of all public works contracts.

I. **Construction Management.** For projects over \$100,000 that are not routinely managed by the City, or that present unusual technical, timing, or construction management challenges, the department head in charge of the project will make a recommendation to the City Council, at the time the budget for the project is presented, on the advisability of retaining an outside construction manager for the project.

ⁱ See I.C. § 54-1901(2)(b) and (c).

ⁱⁱ See I.C. § 54-5204.

ⁱⁱⁱ See I.C. § 54-1903(i)

^{iv} See I.C. § 54-1926(1).

^v See I.C. § 54-1926(2).

^{vi} See I.C. § 67-2805(1)

^{vii} See I.C. § 54-1926(1).

^{viii} See I.C. § 54-1926(2).

OTHER BUSINESS

MEMORANDUM

DATE: August 31, 2016

FROM: SAM TAYLOR, DEPUTY CITY ADMINISTRATOR

RE: APPROVAL OF CONTRACT WITH CHAPMAN FINANCIAL SERVICES FOR
COLLECTION OF PARKING TICKET FINES

DECISION POINT: To approve the contract for services with Chapman Financial Services, the City's existing collection agency, related to the collection of parking ticket fines.

HISTORY: The City of Coeur d Alene has struggled in the past to adequately collect fines for parking infractions when a motorist does not pay their ticket in a timely manner.

At this time, some 30,000 or more parking tickets have gone unpaid in the community over the last 3.5 years. Part of this issue is that Diamond Parking does not access the Idaho Department of Transportation's Division of Motor Vehicle's registration system to determine who owns a vehicle. Diamond collects license plates with each ticket but only government entities have free access to the state's DMV system. Even with City access, the general search is for a single plate at a time. With more than 30,000 tickets, it would take a staff member approximately 2.5 months to identify all of these people working non-stop eight hours per day.

City staff recently was able to partner with the state DMV to have their Information Technology staff write a script that outputs their database directly into our spreadsheet of motorists with unpaid fines. The state has volunteered to provide us an updated spreadsheet on a monthly basis at our request now that they have this script written.

Unfortunately, Idaho's DMV only has information on Idaho drivers, but this is a starting point to better identify motorists who have not paid fines.

Of the 11,670 City off-street parking lot tickets, 7,834 are Idaho plates. Of the more than 18,000 on-street tickets, 16,439 are Idaho plates.

The City already works with Chapman Financial Services to collect funds based on Police Department activities. However, the City's contract with CFS is specific to that activity.

In order to work with Chapman to begin collecting on parking infractions, staff recommends approval of the attached contract.

The mode of collection by Chapman works to also keep the City "whole" in that they add on an administrative fee rather than taking a portion of the fine collected. This is important to ensuring the City can maximize the revenue from fines. This also prevents the City from having to pay any up-front cost for the work of the firm.

To be clear, the City would prefer not to have to give tickets out in the first place, and we are working hard to ensure our instructions and rules for parking are clear and easy to understand for the public. This revenue, however, can help the City further enhance its parking infrastructure and other aspects of the City like the parks or downtown. Not having collected this revenue has impaired the community's ability to more quickly enhance these public assets.

City staff intends to be very proactive in its communications to the public regarding this new era in fine collections. We want to ensure it's clear that the City will be actively working to collect these funds, as it should have been doing all along. The City is also required by law to provide an opportunity for a motorist to pay their fine before being sent to collections. The City will send a letter to each identified person in the database asking them to pay their fine within 30 days. They will be told that if they fail to pay in that timeframe, their account will be turned over to Chapman Financial Services to recover the funds. Staff will also put out press releases on the initiative and place information on the City's website and social media feeds. We will also work to put information on CDA TV.

FINANCIAL: A potential \$350,000 is currently outstanding in parking infractions. Chapman Financial Services advises that through the collections process the City can expect perhaps 25 percent of that amount to actually be paid (this is not a guarantee, to be clear, it's an estimate, with Chapman stating they often collect between 10 percent and 60 percent when they work on these activities). Based on that, the City might expect about \$87,500 to be received once collections begin. This money will not come in all at once and CFS advises we may not see said funding for perhaps the first six months of collections.

DECISION POINT/RECOMMENDATION: Approve the contract with Chapman Financial Services for the collection of unpaid parking ticket infractions.

RESOLUTION NO. 16-046

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH CHAPMAN FINANCIAL SERVICES FOR THE COLLECTION OF UNPAID PARKING TICKET INFRACTIONS.

WHEREAS, the Deputy City Administrator has recommended that the City of Coeur d'Alene enter into a Professional Services Agreement with Chapman Financial Services, 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 a Professional Services Agreement with Chapman Financial Services, 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 6th day of September, 2016.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER ENGLISH Voted _____

_____ was absent. Motion _____.



316 N. 4th Street
208-667-4671

www.chapmanfs.com

Coeur d'Alene, ID 83814
800-594-9866

PROFESSIONAL SERVICES AGREEMENT

Client Name: **City of Coeur d'Alene**

Phone: 208-769-2359

Address: 710 Mullan Avenue

Fax: 208-769-2366

Address: Coeur d'Alene, ID 83814

Email: staylor@cdaid.org

Contact Name(s) Sam Taylor

Account # _____

This Agreement is made by and between MST Financial Solutions, LLC, an Idaho limited liability company doing business as Chapman Financial Services and licensed to do business as an Idaho collection agency (hereinafter referred to as "Collector"), and **City of Coeur d'Alene** (hereinafter referred to as "Client"),

1. Assignment of Accounts: Client, at its sole discretion, will turn over and assign delinquent accounts to Collector. Collector shall provide collection services on each account assigned by Client. Client warrants that each account assigned to Collector has not been paid in full and is delinquent. Client agrees that each account is assigned the moment it is listed with Collector, either through electronic or paper means. The parties expressly agree that Collector is entitled to its commission rate on all monies received by either Client or Collector after an account has been assigned to Collector.

2. Client Responsibilities: Client agrees to provide Collector with any itemized billings showing original charges, any credits or adjustments to the account, dates of service, payments, additional charges, and unpaid balance(s) upon request of Collector.

Client acknowledges that certain non-protected information it supplies to Collector about individual accounts may be forwarded to a national credit reporting agency. Client warrants that it will not furnish any information to Collector it knows or has reason to believe is inaccurate. Client further acknowledges and warrants that it has provided all notices to which consumer is entitled prior to assignment of the account for collections.

Each party agrees to notify the other of any assigned accounts that have been affected by a bankruptcy petition. Client agrees not to assign any account to Collector that is

affected by a bankruptcy petition provided Client has been duly notified in writing of such bankruptcy filing.

If Client receives a direct payment from a consumer, or barter for trade of indebtedness, after an account has been assigned to Collector, then Client will immediately notify Collector of the payment or barter and Client understands that Collector is still entitled to its commission rate.

Client shall not continue collection efforts including, but not limited to, invoicing consumers, calling consumers, or setting up payment arrangements on accounts that have been assigned to Collector for collection purposes. However, if Client receives an offer directly from the consumer to pay a non-legal account in full, Client may receive the payment in full and notify Collector as soon as is practical, and the parties understand that Collector is still entitled to its commission rate.

3. Collector's Responsibilities: Collector shall use all lawful means to effect collection of all accounts assigned to it for collections pursuant to this Agreement including letters, telephone calls, and skip tracing methods. Collector warrants that it shall abide by all applicable federal, state, and local statutes and rules, including, but not limited to, the Fair Debt Collection Practices Act and the Fair Credit Reporting Act. Collector shall perform all services in a courteous and business-like manner consistent with the image and reputation of Client. Collector warrants that it is duly licensed in the State of Idaho.

Collector shall provide Client with a monthly report of collection activities. Reports can be provided on a more frequent basis upon request by Client. Reports will also be available on-line through Collector's client services.

4. Commission Rates:

- a. **Contingency Fees:** Collector's fee for collection efforts is contingent upon actual money collected.
- b. **Collection Fee:** Collector will add a collection fee of thirty-three percent (33%) to all principal balances referred for collection pursuant to Idaho code § 67-2358, provided, Client expressly warrants and agrees to make a "reasonable attempt to advise debtor of debt", as that term is defined in Idaho Code § 67-2358(2)(a)&(b), prior to referring any account to collections.
- c. **Non-Legal First Assignment Accounts:** A non-legal account is one that has been assigned to Collector, but has not yet been included in a collection lawsuit filed by Collector. A first assignment is an account that has not previously been assigned to another collection agency. Client shall be paid monthly the sum of 75.2% on all monies collected on non-legal accounts and Collector shall retain 24.8% as a commission. As such, with the combination of the principal balance and collection fee, any monies collected upon a non-legal account will have the net result of distributing one hundred percent (100%) of the principal balance referred to Client and the thirty-three percent (33%) collection fee to Collector.

d. **Legal Accounts:** (a) A legal account is one that has been assigned to Collector and is included in a collection lawsuit filed by Collector or was included in a previously obtained judgment. If Collector determines that it is necessary to file a collection lawsuit on any of Client's accounts, Collector hereby expressly agrees to obtain prior written authorization from Client prior to initiating said collection lawsuit. Once legal action has been initiated, all monies received from, or on behalf of, consumer shall first be applied to Collector's out of pocket court costs, service fees, and attorney fees and then applied towards Client's account(s). Client shall be paid monthly the sum of fifty percent (50%) on all monies collected, including principal balance and collection fees, and applied to its legal accounts. Except as stated in subparagraph (b), below, Client is not obligated to reimburse or pay Collector's out of pocket legal expenses incurred in collection lawsuits against consumer.

(b) In the event Collector obtains prior written authorization from Client and Client desires to cancel an account during the collection lawsuit process, the Collector may demand reimbursement of its out of pocket legal expenses from Client for that particular collection lawsuit..

e. **Interest:** Any and all monies collected on an account for accrued interest after assignment or date of referral, shall be paid to Collector.

f. **Forwarding of Accounts:** If an account is forwarded to another agency by the Collector for collection, the Collector's commission rate shall be fifty percent (50%) of the monies collected **whether or not legal action is taken**. Forwarding of said accounts is at the discretion of the Collector and Collector agrees to obtain a chain of trust business associate agreement from any forward agency.

g. **Second Assignments:** A second assignment is an account that has previously been assigned to another collection agency and cancelled back to Client. The placement of this cancelled account with Collector is a "second assignment" and will be collected by Collector at the rate of fifty percent (50%).

5. GENERAL PROVISIONS

a. **Term and Termination:** This Agreement shall become effective upon execution by the parties and remain in effect until either party provides thirty (30) days prior written notice to the other party that this Agreement will be terminated.

b. **Governing Law:** This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Idaho.

c. **Entire Agreement:** This Agreement contains the entire understanding between the parties on the subject matter hereof. Any representation, promise, modification, or amendment to this Agreement shall not be binding upon either party unless reduced to writing and signed on behalf of the parties by duly authorized representatives.

d. **Venue:** Venue for any suit in equity or action at law to interpret or enforce this Agreement shall be in the District Court of Kootenai County in and for the State of Idaho.

e. Attorney Fees: In the event that it becomes necessary for either party to file a lawsuit arising out of this Agreement, the prevailing party in the lawsuit shall be entitled to recover its costs and reasonable attorneys' fees incurred therein that process.. .

f. Binding Effect: This agreement shall inure to the benefit of and shall be binding upon not only the parties hereto, but also upon their respective heirs, successors, representatives and assigns.

Dated: 8/23/2016

"Client"

City of Coeur d'Alene Parking

By: _____
Its: _____

"Collector"

MST Financial Solutions, LLC
Db a Chapman Financial Services

By: Dan Jess
Title: V-P Sales & Marketing



Listing Sheet

Mail to: 316 N. 4th Street. - P.O. Box 7100 Coeur d'Alene, ID 83816

Fax to: 208-664-2054 **Email to:** idahocollector@chapmanfs.com

Phone: 208-667-4671 **Toll Free:** 800-594-9866
www.chapmanfs.com

Creditor Name: City of Coeur d'Alene **Phone:** _____

Consumer Information:

Full Name: _____

Consumer Spouse: _____

Address: _____

Spouse Phone: _____

City: _____

Spouse Employment: _____

State & Zip: _____

Notes:

Phone: _____

Alt. Phone: _____

Social Security # _____

I hereby assign the above claim to
MST FINANCIAL SOLUTIONS, LLC
dba Chapman Financial Services
for collection, by suit if necessary. All
written or verbal communication from
consumer must be forwarded directly
to collector. Collector is entitled to
commission upon listing account for
collection.

Employment: _____

Employment Phone: _____

Signed: _____

Occupation: _____

Printed: _____

Date of Birth: _____

Creditor Account # _____

Last Date of Service: _____

Date: _____

Amount Referred: _____

MEMORANDUM

DATE: August 31, 2016

FROM: SAM TAYLOR, DEPUTY CITY ADMINISTRATOR

RE: EXPANSION OF THE ARTS COMMISSION TO INCLUDE A REPRESENTATIVE
OF THE ARTS & CULTURE ALLIANCE

DECISION POINT: To approve modifications to the City Code providing for a permanent voting member being appointed from the Coeur d'Alene Arts & Culture Alliance.

HISTORY: The City created the Arts Commission in 1982 to increase appreciation and interest in the practice and enjoyment of the arts. The commission's focus was to "encourage the development of our artistic and cultural life and to join with all persons and institutions concerned with the arts to ensure that the role of the arts in our community will grow and play an evermore significant part in the welfare and educational experience of the citizens of Coeur d'Alene" (from Chapter 2.84 – Arts Commission "Policy").

With the creation of the 1.33% for the arts policy, much of the Arts Commission's work has focused around expenditure of funds related to physical art such as sculptures and murals. In fact, the money must explicitly be used for those purposes. The Arts Commission also makes recommendations to the City Council related to urban renewal funding from igniteCDA being used to purchase physical public art.

While these purchases have created a robust public art inventory throughout the community, the rules have inhibited use of funds for other forms of art. The City Council has recently expressed an interest in considering expansion of how these funds can be used, and staff and Arts Commission members are working to revise the overall policies related to expenditures.

In the meantime, staff and the Arts Commission believe it is appropriate to expand partnership with the Coeur d'Alene Arts & Culture Alliance in order to enhance the types of art promoted in the community. It makes sense that the Arts & Culture Alliance have a permanent voting spot on the Arts Commission to foster this partnership and provide additional voice related to all forms of public art.

The Arts & Culture Alliance originated as a committee of the Coeur d'Alene Chamber of Commerce in 2003. The organization became an independent 501c3 nonprofit in 2005. The Alliance's mission is "dedicated to promoting and establishing the Visual Arts, Performing Arts, Written Arts, Cultural Arts, and Education for the Arts in the Greater Coeur d'Alene Area, while providing valuable networking opportunities for those involved and seeking to be involved in the arts."

The Alliance's mission directly addresses the goal of working to expand how the Arts Commission works to promote all forms of art in the community.

Based on these considerations, the Arts Commission has unanimously recommended to the City Council the expansion of the commission to 13 members from 12 (a better number so as to avoid ties in voting, should they occur) and to provide for one member being a voting representative from the Arts & Culture Alliance.

FINANCIAL: Modification of the code will not have a financial impact as the Arts Commission is a voluntary, advisory body and members do not receive compensation for their efforts.

DECISION POINT/RECOMMENDATION: Approve these modifications to the code.

ORDINANCE NO. _____
COUNCIL BILL NO. 16-1018

AN ORDINANCE AMENDING SECTION 2.84.020, ENTITLED “ESTABLISHED; COMPOSITION; TERMS,” OF CHAPTER 2.84, ARTS COMMISSION, OF THE MUNICIPAL CODE OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO, TO INCREASE THE NUMBER OF MEMBERS OF THE ARTS COMMISSIONERS TO THIRTEEN (13) AND TO PROVIDE THAT ONE VOTING MEMBER SHALL BE A LIASON FROM THE COEUR D’ALENE ARTS & CULTURE ALLIANCE; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

WHEREAS, the City Council has a strong history of support of the arts in Coeur d’Alene; and

WHEREAS, the City Council established the Coeur d’Alene Arts Commission in 1982 to increase the appreciation and interest in the practice and enjoyment of the arts in the community; and

WHEREAS, the City’s existing rules and regulations related to the arts focuses on physical art such as sculpture and murals; and

WHEREAS, the City Council supports the Arts Commission expanding its mission to work toward advocating for all forms of art; and

WHEREAS, the Coeur d’Alene Arts & Culture Alliance seeks to bring together all artists and those who appreciate and enjoy art within the community and focuses its mission on all forms of art, and a partnership with said organization is in the best interest of the community;

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 2.84.020 is amended to read as follows:*

2.84.020: ESTABLISHED; COMPOSITION; TERMS:

There is established an arts commission in the city of Coeur d’Alene, which shall consist of ~~twelve (12)~~ **thirteen (13)** members who shall receive no salary. Members shall be appointed by the mayor and confirmed by the city council, and any member may, in a like manner, be removed. No more than four (4) members may reside outside city limits but within Kootenai County; ~~and one~~ **and one member shall be a permanent, voting liaison from the Coeur d’Alene Arts & Culture Alliance.** All other members shall be chosen from the residents of the city. The term of office of each member shall be for a term of three

(3) years or until his successor is appointed and qualified, whose term shall run for the duration of the existing term. The term of office for the high school student shall be for one year. No person shall be a member for more than two (2) consecutive terms. The terms of office of the members shall be staggered in such a manner so that no more than four (4) members may be up for reappointment or replacement in any given year.

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

SECTION 3. 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 4. 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 September 6, 2016.

APPROVED, ADOPTED and SIGNED this 6th day of September, 2016.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
AMENDING SECTION 2.84.020, ENTITLED "ESTABLISHED; COMPOSITION; TERMS"
OF CHAPTER 2.84, ARTS COMMISSION, OF THE MUNICIPAL CODE OF THE
CITY OF COEUR D'ALENE

AN ORDINANCE AMENDING SECTION 2.84.020, ENTITLED "ESTABLISHED; COMPOSITION; TERMS," OF CHAPTER 2.84, ARTS COMMISSION, OF THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, TO INCREASE THE NUMBER OF MEMBERS OF THE ARTS COMMISSION TO THIRTEEN (13) AND TO PROVIDE THAT ONE VOTING MEMBER SHALL BE A LIASON FROM THE COEUR D'ALENE ARTS & CULTURE ALLIANCE; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am a Chief Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, amending Section 2.84.020, Entitled “Established; Composition; Terms,” of Chapter 2.84, Arts Commission, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the contents thereof.

DATED this 6th day of September, 2016.

Randall R. Adams, Chief Deputy City Attorney

City of Coeur d'Alene

FIRE DEPARTMENT

“City of Excellence”

Staff Report

Date: 8-30-16

From: Jim Washko, Deputy Chief

Re: Avista Natural Gas Service Extension Agreement

DECISION POINT: To accept the Natural Gas Service Agreement which includes an easement to provide natural gas service to the new storage/office facility location in the city yard off Ramsey Road.

HISTORY: This service will provide natural gas to the PD, Fire buildings. Avista provides all of the natural gas to the city yard and fire facility and there are other easements that have been established for different services throughout the facility, this is an extension of those past agreements.

FINANCIAL ANALYSIS: An easement is a requirement from Avista in order to provide natural gas extension to our facilities. They are allowing the city to excavate the trench in order to save cost. There is no cost to the city for the installation material, which is a savings of \$4488.00. The only cost incurred is that of our employees digging, backfilling and asphalt repair to the trench.

PERFORMANCE ANALYSIS: This allows us to do the trenching when it is most convenient for the street crews vs. waiting for availability of Avista crew and a cost savings for that service. The Agreement has been reviewed by Randy Adams in Legal and was deemed OK.

DECISION POINT/RECOMMENDATION: Approve the Avista Natural Gas Service Extension Agreement to provide natural gas to the new storage/office buildings.

RESOLUTION NO. 16-047

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING AN AGREEMENT WITH AVISTA TO PROVIDE A NATURAL GAS SERVICE EXTENSION TO THE CITY'S RAMSEY ROAD PROPERTY AT 3858 AND 3862 N. RAMSEY ROAD.

WHEREAS, staff is recommending that the City of Coeur d'Alene enter into an agreement with Avista to provide a natural gas service extension to the City's Ramsey Road property, 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 agreement with Avista to provide a natural gas service extension to the City's Ramsey road property, 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 6th day of September, 2016.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER ENGLISH Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

_____ was absent. Motion _____.



Natural Gas Service Extension Agreement (For Non-Developments)

Work Order # 1001029924

Billtype: C.I.A.C

CUSTOMER COPY

Customer Name: City Of Coeur D Alene Fire Dept

This Gas Service Agreement ("Agreement") is made between Avista Corporation dba Avista Utilities ("Avista") and the party whose name appear in the signature block below, ("Customer") (sometimes, individually, a "Party" and collectively, the "Parties").

The Parties agree that:

1.0 Avista will provide and own the natural gas facilities necessary to furnish natural gas service to the Customer at the single point(s) of delivery identified in Exhibit A ("Customer's Premises"). Avista will make every reasonable effort to commence construction of such facilities within thirty (30) days after receipt of a copy of this Agreement signed by Customer, along with the payment of any applicable cost responsibility. Avista will install its gas facilities using the method of construction it deems appropriate.

2.0 Term of Agreement. This Agreement will become effective when executed by both Parties and remain in effect until permanent service to the Customer has been connected.

3.0 Natural Gas Service Piping or Main Extensions

3.1. Avista will extend natural gas service to Customer's Premises in accordance with its "Gas Extension Policy" Schedule 151 filed with the applicable State Commission. By signing this Agreement, Customer authorizes Avista or Avista's agent to proceed with work necessary to accomplish the extension of gas service on Customer's Premises

3.2 Customer grants Avista the right to remove or otherwise disturb lawns, shrubs, landscaping, driveways and sidewalks or other improvements on Customer's Premises, as is reasonably necessary, for the purpose of installing, maintaining or removing Avista's gas service facilities, and without any obligation on Avista to restore, repair or reimburse Customer for any resulting damages.

3.3 Customer acknowledges that the installation or removal of gas service may result in the disruption of Customer's facilities including, but not limited to, sprinkler systems, septic or sewer systems and underground household wiring and Avista is not responsible for any damage resulting from such disruption.

3.4. Customer acknowledges that in the event Customer requests that Avista install the facilities applicable under the Agreement during adverse ground/construction conditions ("Adverse Conditions") including without limitation, frozen ground due to winter weather, Customer will be responsible for the repair of landscaping and/or other costs resulting from installation during such Adverse Conditions which will be listed as an Exceptional Cost under Exhibit A.

4.0 Avista will extend gas service to Customer's Premises in accordance with its "Line Extension, Conversion and Relocation Schedule" (Schedule 151) filed with the applicable state commission.

5.0 Customer shall be responsible for any preparatory and/or finishing work associated with the gas service applicable under this Agreement and such responsibilities will be described in the "Special Provisions/Scope of Work" section of Exhibit A. All such work must meet Avista's specifications, pass Avista's inspection and be coordinated with Avista's scheduled work.

6.0 Safety Inspections. Customer is advised that there are areas where Avista may perform an initial, one-time safety inspection of the fuel gas piping and installed gas equipment. Such inspection does not substitute for a complete mechanical inspection, and Customer is further advised that Avista assumes no responsibility for the quality of workmanship, testing of safety devices, or compliance with adopted codes or ordinances pertaining to fuel gas piping or gas appliances on Customer's side of the gas meter. Customer acknowledges that Customer (or Customer's installing dealer) is ultimately responsible for proper equipment installation, permit applications, code compliance, inspections, and testing of safety devices. Customer is advised to ascertain whether the dealer or contractor performing gas installation work on Customer's behalf is licensed as required by the local authority having jurisdiction.



Natural Gas Service Extension Agreement

(For Non-Developments)

Work Order # 1001029924

Billtype: C.I.A.C

CUSTOMER COPY

Customer Name: City Of Coeur D Alene Fire Dept

9.0 Notice of Encroachment. Customer is required to notify Avista in instances where Customer determines that a proposed building project on Customer's property may encroach on or cross over Avista's overhead or underground lines, meters and/or other facilities, prior to starting construction of the proposed project. All costs related to the subsequent relocation of any Avista facilities necessitated by such encroachment will be Customer's responsibility.

10. Underground Locates. Prior to doing any required excavating in connection with this Agreement, Avista will utilize the state-mandated one-call service to mark the location of other entities' underground utilities situation on Customer's property. Avista will notify Customer in advance of such excavation and make every reasonable effort to avoid or minimize any dislocation of improvements within Customer's property. However, Customer is responsible for identifying or exposing any underground facilities not located by Avista prior to the start of work by Avista. In the event Customer fails to identify or expose such underground facilities, Customer will be responsible for the repair of such facilities, at Customer's sole expense.

11.0 Easements and Access to Property. Customer authorizes Avista or Avista's agents to do all work necessary on Customer's property to accomplish the installation, operation, inspection, replacement and maintenance (including without limitation, pruning and/or removing vegetation) of Avista's gas facilities, and if requested by Avista, shall provide, without cost to Avista, easements in a form satisfactory to Avista, that provide for Avista's facilities to be located over, on, across and/or under Customer's property covering rights-of-way for the installation, operation, inspection, replacement, and maintenance of Avista's facilities. In the event Avista incurs fees to secure permits, right-of-ways, and inspections to access Customer's property, Customer shall reimburse Avista for the actual costs applicable for securing such permits, rights-of-way and inspections.

12.0 Indemnification. Subject to applicable law, Customer shall indemnify, hold harmless and defend Avista, its directors, officers, employees, and agents, from and against all claims, demands, suits, losses, expenses (including court costs and reasonable attorneys' fees), and damages ("Loss"), brought against or incurred by Avista resulting from, arising out of, or in any way connected with any act, omission, fault, or negligence of Customer or its employees, agents, subcontractors and suppliers of any tier. In the event that any such Loss is caused by the concurrent negligence of both Avista and Customer, including their employees, agents, suppliers and subcontractors, the Loss will be borne by Customer and Avista in the proportion that their respective negligence bears to the total negligence causing such Loss.

13.0 Miscellaneous Provisions.

13.1 Assignment by Customer. Customer shall not assign the Agreement or any right or interest in the Agreement without the prior written consent of Avista. Assignment without Avista's prior written consent will be voidable at Avista's option. No such assignment, with or without Avista's prior written consent, will relieve Customer from its responsibilities under this Agreement.

13.2 Severability. The invalidity or unenforceability of any provision of the Agreement will not affect any other provisions; the Agreement will be construed in all respects as if such invalid or unenforceable provisions were omitted.

13.3 Survival. Any provisions of the Agreement that, by their sense and context, are intended to survive performance by either or both Parties pursuant to the Agreement will survive the completion of performance and termination of the Agreement.

13.4 Governing Law and Venue. Any action at law or in equity to enforce the terms of the Agreement will be brought in Kootenai County, Idaho. The Agreement will be construed and interpreted in accordance with the laws of the State of Idaho excluding any choice of law rules that may direct the application of laws of a jurisdiction other than Idaho.

14.0 This Agreement consists of the following documents which are (i) incorporated into the Agreement, (ii) listed in the descending order of precedence, and (iii) attached or referenced: this Natural Gas Service Extension Agreement and the Exhibits attached hereto.

15.0 This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall bind any of the Parties, unless reduced to writing and signed by each Party.



Natural Gas Service Extension Agreement
(For Non-Developments)

Work Order # 1001029924 Billtype: C.I.A.C **CUSTOMER COPY**
Customer Name: City Of Coeur D Alene Fire Dept

This Agreement has been signed by each Party's authorized representative on the date(s) set forth below.

Check # _____ Or Other: _____
Amount \$0.00
Previous Extension #: _____

Avista Corporation **Customer: City Of Coeur D Alene Fire Dept**

Signature _____ Signature _____
Larry Hager *Larry Hager*
Printed Name _____ Printed Name _____

Commercial / Industrial Projects _____
Job Title _____ Job Title _____

Date: 24 August 2016
GSA# 9062 Date: _____

I. CUSTOMER INFORMATION

CUSTOMER, who is a(n): OWNER

Name: City Of Coeur D Alene Fire Dept
Mailing Address: 300 E Foster
Coeur d Alene, ID 83814
Phone Number: (208) 769-2300

II. JOB INFORMATION

LOCATED AT: CDA Fire 3858 N Ramsey & Police 3862 N Ramsey
Name of Plat: _____
or Legal Description: _____
or Location: KOOTENAI
Construction contribution Scale _____

III. CONSTRUCTION CONTRIBUTIONS**CONSTRUCTION CONTRIBUTIONS**

CUSTOMER NAME: City Of Coeur D Alene Fire Dept WORK ORDER# 1001029924
MAILING ADDRESS 300 E Foster
Coeur d Alene, ID 83814

GSA	GSA Type	Length	Rate Per Ft	Fixed Rate	Totals
Bell Hole - Dirt		0	\$0.00	\$535.60	\$535.60
Customer Ditch 2 " PE		580	\$4.64	\$0.00	\$2,691.20
Customer Ditch 3/4 PE		30	\$3.71	\$0.00	\$111.30
Meter Set		0	\$0.00	\$300.00	\$300.00
Sand Padding - Delivery		30	\$25.00	\$100.00	\$850.00
GSA - Total					
TOTAL CONSTRUCTION COSTS					\$4,488.10
TOTAL CREDITS					\$4,488.10
NET CUSTOMER COST					\$0.00

These costs are effective through Feb 24, 2017 , provided that the scope and character of the work do not change. Additional exceptional costs encountered during construction and/or changes requested by the customer will be borne by the customer. The maximum amount available for refund per the W.U.T.C. or I.P.U.C Schedule 151 is Maxrefund.

IV. SPECIAL PROVISIONS

Customer's Responsibilities

UNLESS SPECIFIED BELOW IN SECTION V, CUSTOMER WILL BE RESPONSIBLE FOR THE FOLLOWING CONDITIONS:

1.1 Customer warrants that, prior to the start of construction, the grading is or will be within six inches (6") of final grade. The cost of future changes to Avista's gas facilities to accommodate location or grade changes will be borne by Customer.

1.2 Customer shall not make any changes in location of structures, streets, driveways, sidewalks, alleys or other paved areas shown in any drawings (incorporated into this Agreement by this reference) prepared in anticipation of the work applicable under the Agreement, nor pave any such areas until Avista has installed any necessary underground facilities.

1.3 Customer shall be responsible for complying with all final compaction requirements and codes.

V. EXCEPTIONS

NOTES: CUSTOMER IS RESPONSIBLE FOR PROVIDING TRENCH, BACKFILL, AND COMPACTION. GAS SERVICE AGREEMENT IS FOR GAS CONSTRUCTION FOR SERVICE TO CDA FIRE STORAGE BLDG 3862 N RAMSEY AND CDA POLICE STORAGE 3858 N RAMSEY. EACH BLDG WILL HAVE A SEPARATE ACCOUNT AND SEPARATE GAS METER.

PUBLIC HEARINGS

**CITY COUNCIL
STAFF REPORT**

FROM: TAMI STROUD, PLANNER
DATE: SEPTEMBER 6, 2016
SUBJECT: A-3-16 – ANNEXATION OF +/- 9.47 ACRES FROM COUNTY AGRICULTURAL-SUBURBAN TO R-8
LOCATION: +/- 9.47 ACRE LOCATED EAST OF ATLAS RD. AND SOUTH OF PRAIRIE AVE., NORTH AND WEST OF SUNSHINE MEADOWS.

APPLICANT:

Lake City Engineering, Inc.
3909 N. Schreiber Way, Suite #4
Coeur d'Alene, ID 83814

OWNER:

Miller Development Group, LLC.
2900 N. Government Way, #310
Coeur d'Alene, ID 83815

DECISION POINT:

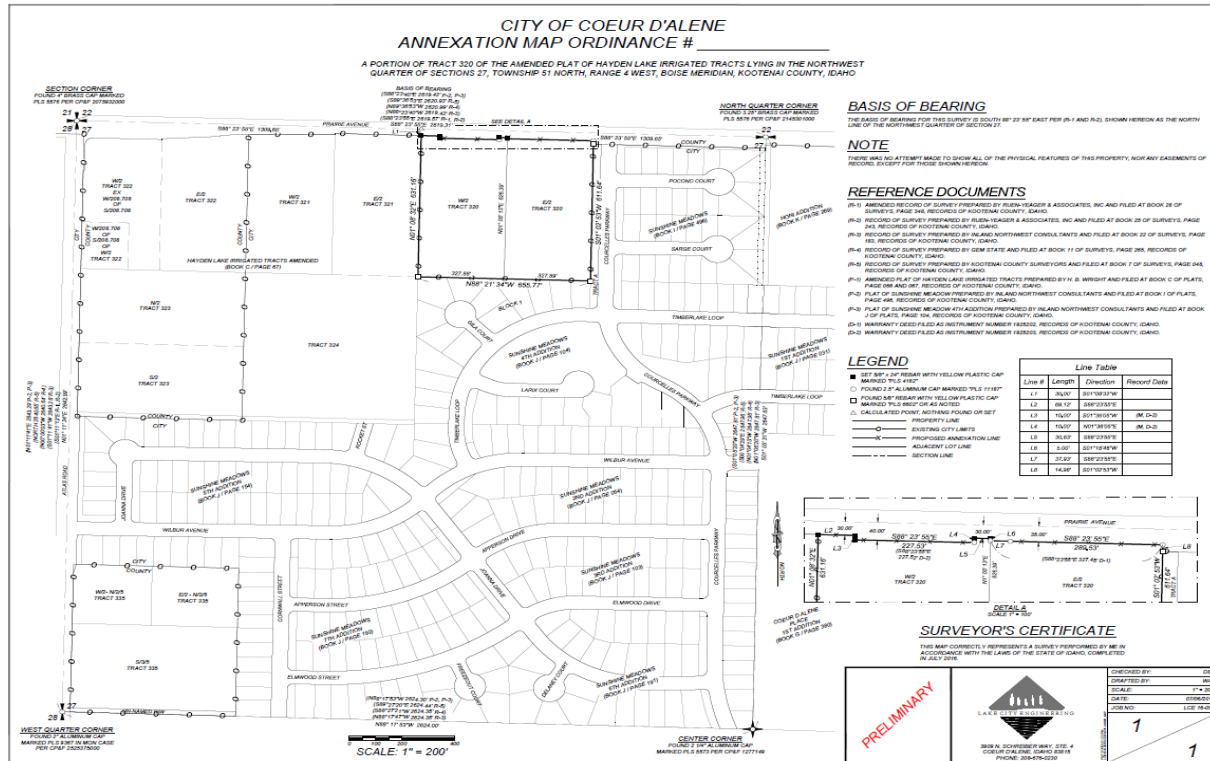
Lake City Engineering, Inc. is requesting approval of a proposed +/- 9.47 acre annexation from County Agricultural to city R-8 zoning district (Residential at 8 units/acre).

Area Map:



Lake City Engineering, Inc. is proposing to annex a +/- 9.47 acre parcel as shown in the annexation map below.

Annexation Map:



17.05.090: GENERALLY:

- A. The R-8 district is intended as a residential area that permits a mix of housing types at a density not greater than eight (8) units per gross acre.
- B. In this district a special use permit, as prescribed in section 17.09.205 of this title may be requested by neighborhood sponsor to restrict development for a specific area to single-family detached housing only at eight (8) units per gross acre. To constitute neighborhood sponsor, at least sixty six percent (66%) of the people who own at least sixty six percent (66%) of the property involved must be party to the request. The area of the request must be at least one and one-half (1 ½) acres bounded by streets, alleys, rear lot lines, or other recognized boundary. Side lot lines may be used for the boundary only if it is also the rear lot line of the adjacent property.
- C. In this district a special use permit may be requested by the developer for a two (2) unit per gross acre density increase for each gross acre included in a pocket residential development. This density increase provision is established to reflect the concern for energy and environment conservation.
- D. Project review (see sections 17.07.305 through 17.07.330 of this title) is required for all subdivisions and for all residential, civic, commercial, service and industry uses, except residential uses for four (4) or fewer dwellings.

17.05.100: PERMITTED USES; PRINCIPAL:

Principal permitted uses in an R-8 district shall be as follows:

- Administrative
- Duplex housing
- Essential service (underground)
- "Home occupation", as defined in this title
- Neighborhood recreation
- Pocket residential development
- Public recreation
- Single-family detached housing

17.05.110: PERMITTED USES; ACCESSORY:

Accessory permitted uses in an R-8 district shall be as follows:

- Accessory dwelling units
- Garage or carport (attached or detached)
- Private recreation facility (enclosed or unenclosed).

17.05.120: PERMITTED USES; SPECIAL USE PERMIT:

Permitted uses by special use permit in an R-8 district shall be as follows:

- A two (2) unit per gross acre density increase
- Boarding house
- Childcare facility
- Commercial film production
- Community assembly
- Community education
- Community organization
- Convenience sales
- Essential service (aboveground)
- Group dwelling - detached housing
- Handicapped or minimal care facility
- Juvenile offenders facility
- Noncommercial kennel
- Religious assembly
- Restriction to single-family only

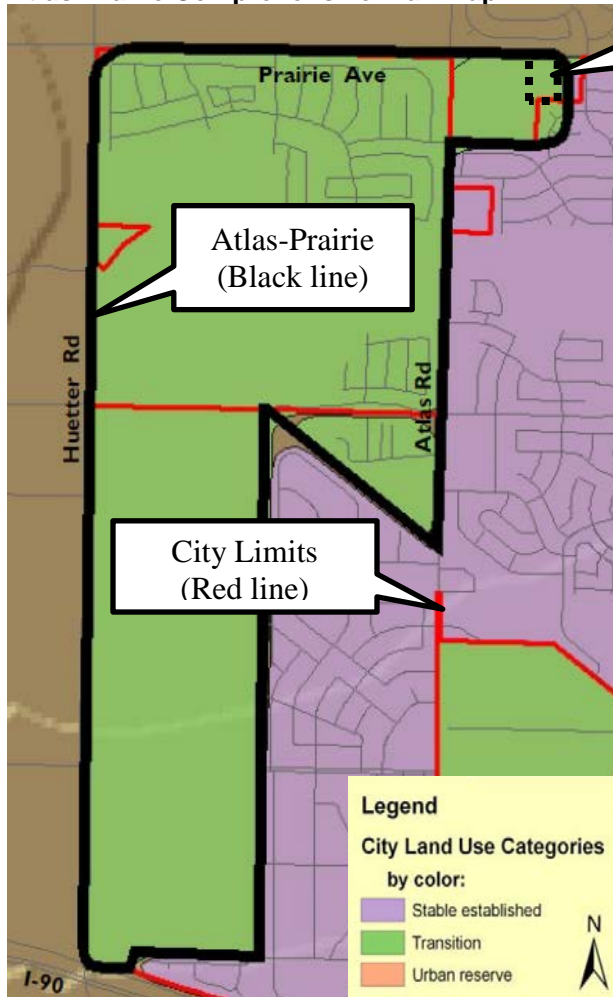
REQUIRED FINDINGS FOR ANNEXATION:

Finding #B8: That this proposal (is) (is not) in conformance with the Comprehensive Plan policies.

2007 COMPREHENSIVE PLAN- LAND USE CATEGORIES:

- The subject property is contiguous with existing city limits
- The City Comprehensive Plan Map designates this area as: Atlas-Prairie - Transition:

Atlas-Prairie Comprehensive Plan Map:



**SUBJECT
PROPERTY**

Transition:

These areas are where the character of neighborhoods is in transition and should be developed with care. The street network, the number of building lots and general land use are expected to change greatly within the planning period.

Atlas-Prairie Today:

This area consists largely of prairie farmland and native conifer forest. The northern tier of the district contains a rapidly developing, suburban subdivision. This area lies over the Spokane Valley-Rathdrum Prairie Aquifer, and also holds the last, large tract of vacant land within the Area of City Impact (ACI).

Farmland is broken into parcels ranging from approximately 23 to 160+ acres. Subdivisions are developing with approximately three houses per acre (3:1). The remaining parcels provide opportunities for large-scale master planning.

Public infrastructure for development is not present in some locations and would require extensions from existing main lines.

Atlas-Prairie Tomorrow:

Generally, this area is envisioned to be a residential area, lower in density, that develops with interconnected neighborhoods providing a mix of housing choices.

The characteristics of Atlas-Prairie neighborhoods will be:

- That overall density may approach four to five residential units per acre (4-5:1), however, pockets of higher density housing and multi-family units are appropriate in compatible areas.

- Annexing requires careful evaluation of infrastructure needs.
- Open space, parks, and pedestrian and bicycle connections will be provided.
- Developments adjacent to the Area of City Impact (ACI) boundary will provide for a distinctive entrance to the city.
- Neighborhood service nodes where appropriate.
- The street network will be interconnected, defining and creating smaller residential blocks and avoiding cul-de-sacs.
- A bypass study is underway to determine how traffic will be distributed to ease pressure from US 95.

COMPREHENSIVE PLAN GOALS & OBJECTIVES:

- **Objective 1.02 - Water Quality:**
Protect the cleanliness and safety of the lakes, rivers, watersheds, and the aquifer.
- **Objective 1.11- Community Design:**
Employ current design standards for development that pay close attention to context, sustainability, urban design, and pedestrian access and usability throughout the city.
- **Objective 1.12 - Community Design:**
Support the enhancement of existing urbanized areas and discourage sprawl.
- **Objective 1.13 - Open Space:**
Encourage all participants to make open space a priority with every development and annexation.
- **Objective 1.14 - Efficiency:**
Promote the efficient use of existing infrastructure, thereby reducing impacts to undeveloped areas.
- **Objective 1.16 - Connectivity:**
Promote bicycle and pedestrian connectivity and access between neighborhoods, open spaces, parks, and trail systems.
- **Objective 2.02 - Economic & Workforce Development:**
Plan suitable zones and mixed use areas, and support local workforce development and housing to meet the needs of business and industry.
- **Objective 2.05 - Pedestrian & Bicycle Environment:**
Plan for multiple choices to live, work, and recreate within comfortable walking/biking distances.
- **Objective 3.01 - Managed Growth:**
Provide for a diversity of suitable housing forms within existing neighborhoods to match the needs of a changing population.
- **Objective 3.02 - Managed Growth:**
Coordinate planning efforts with our neighboring cities and Kootenai County, emphasizing connectivity and open spaces.
- **Objective 3.05 - Neighborhoods:**
Protect and preserve existing neighborhoods from incompatible land uses and developments.

- **Objective 3.08 - Housing:**
Design new housing areas to meet the city's need for quality neighborhoods for all income and family status categories.
- **Objective 3.16 - Capital Improvements:**
Ensure infrastructure and essential services are available prior to approval for properties seeking development.
- **Objective 4.02 - City Services:**
Provide quality services to all of our residents (potable water, sewer and stormwater systems, street maintenance, fire and police protection, street lights, recreation, recycling and trash collection).
- **Objective 4.06 - Public Participation:**
Strive for community involvement that is broad-based and inclusive, encouraging public participation in the decision making process.

Evaluation: *City Council must determine, based on the information before them, whether the Comprehensive Plan policies do or do not support the request. Specific ways in which the policy is or is not supported by this request should be stated in the finding.*

Finding #B9: **That public facilities and utilities (are) (are not) available and adequate for the proposed use.**

STORMWATER:

Stormwater will be addressed as the area proposed for annexation develops. It is anticipated that any proposed residential development will typically utilize curb adjacent swales, or, centrally located "community" type swales (used to minimize maintenance) to manage site runoff.

TRAFFIC:

The requested 9.5 acre annexation may generate traffic volumes of 20 to 26 ADT's for the A.M. and P.M. peak hour periods respectively.

Assessment:

Due to increased traffic loading on Prairie Avenue, the east/west arterial roadway adjoining the northerly boundary of the subject property, the development is proposing to utilize the local street to the east Courcelles Parkway as the principal point of access to the subject property. Secondary access will be available through the newly developing subdivision (Garden Grove) adjoining the westerly boundary. Utilizing these points of access, eliminates an additional connection point to Prairie Avenue, and, will be summarily addressed at such time that the applicant submits infrastructure improvement plans for the site.

STREETS:

The area proposed for annexation is bordered by one of the area's major east/west arterial roadways, Prairie Avenue. The roadway is a fully developed five (5) lane configuration that has multiple signalized intersections. A developed five (5) lane road

section can carry upwards of 27,000 - 45,000 vehicles/ day (Level's "A" – "F"), with an average 36,000 at Level "C".

Assessment:

Current traffic volumes on Prairie Avenue are in the range of 15,000 ADT's, thus well below the volumes that would result in a lower level of service. The adjoining and adjacent streets will more than adequately manage the anticipated volume that may be generated by the proposed annexation. Also, the adjoining Prairie Avenue is under the jurisdiction of the Lakes Highway District, therefore, any development in that associated right-of-way will be required to be approved by them.

-Submitted by the Engineering Department

WATER:

The subject property falls within the service area of Hayden Lake Irrigation District and is their responsibility to determine service capacity for said parcel(s).

-Submitted by Terry Pickel, Water Superintendent

WASTEWATER:

The Wastewater Utility does not have comments with regards to Annexation A-3-16 and presently has the wastewater capacity and willingness to serve this project as proposed.

-Submitted by Mike Becker, Utility Project Manager

FIRE:

The Fire Department works with the Engineering, Water and Building Departments to ensure the design of any proposal meets mandated safety requirements for the city and its residents.

Fire department access to the site (Road widths, surfacing, maximum grade and turning radiuses), in addition to, fire protection (Size of water main, fire hydrant amount and placement, and any fire line(s) for buildings requiring a fire sprinkler system) will be reviewed prior to final plat recordation or during the Site Development and Building Permit, utilizing the currently adopted International Fire Code (IFC) for compliance. The CD'A FD can address all concerns at site and building permit submittals.

-Submitted by Bobby Gonder, Fire Inspector

Evaluation: *City Council must determine, based on the information before them, whether or not the public facilities and utilities are adequate for the request.*

Finding #B10: That the physical characteristics of the site (make) (do not make) it suitable for the request at this time.

PHYSICAL CHARACTERISTICS:

The subject property is relatively flat with Prairie Avenue to the north and future access proposed along Courcelles Parkway adjacent to the site.

PHOTOS OF SUBJECT PROPERTY:

View of the subject property looking north



Evaluation: *City Council must determine, based on the information before them, whether or not the physical characteristics of the site make it suitable for the request at this time.*

Finding #B11: That the proposal (would) (would not) adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, (and) (or) existing land uses.

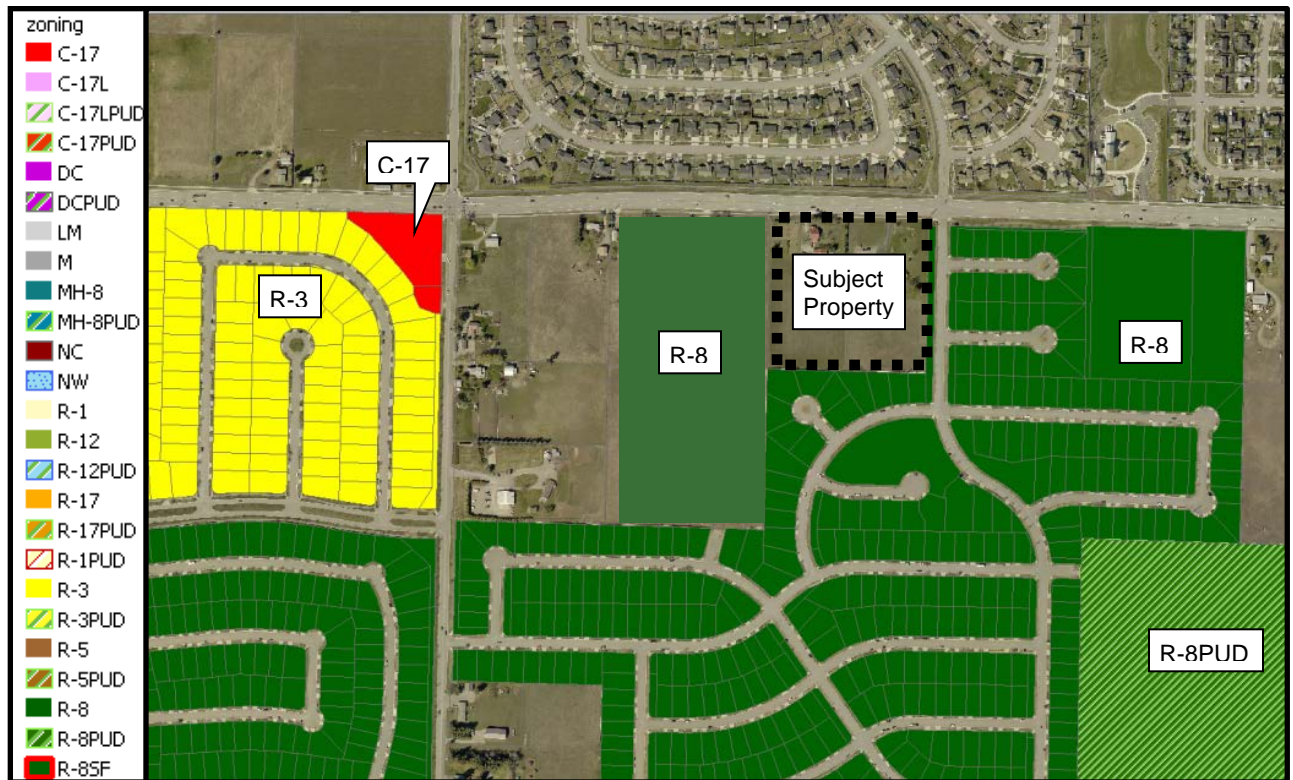
TRAFFIC:

The requested 9.5 acre annexation may generate traffic volumes of 20 to 26 ADT's for the A.M. and P.M. peak hour periods respectively.

Assessment:

Due to increased traffic loading on Prairie Avenue, the east/west arterial roadway adjoining the northerly boundary of the subject property, the development is proposing to utilize the local street to the east Courcelles Parkway as the principal point of access to the subject property. Secondary access will be available through the newly developing subdivision (Garden Grove) adjoining the westerly boundary. Utilizing these points of access, eliminates an additional connection point to Prairie Avenue, and, will be

Existing Zoning:



Evaluation: City Council must determine, based on the information before them, whether or not the proposal would adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, (and)/(or) existing land uses.

PROPOSED CONDITIONS:

No proposed conditions are recommended by staff for the applicant's request for annexation. An annexation agreement will address any concerns for this request.

ORDINANCES & STANDARDS USED FOR EVALUATION:

2007 Comprehensive Plan
Transportation Plan
Municipal Code
Idaho Code
Wastewater Treatment Facility Plan
Water and Sewer Service Policies
Urban Forestry Standards
Transportation and Traffic Engineering Handbook, I.T.E.
Manual on Uniform Traffic Control Devices
2010 Coeur d'Alene Trails Master Plan

ACTION ALTERNATIVES:

City Council must consider this request and make separate findings to approve, deny or deny without prejudice.

PRAIRIE AVENUE ANNEXATION

PROJECT NARRATIVE

Coeur d'Alene, Idaho

June 1, 2016

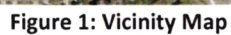


3909 N. Schreiber Way, Suite 4
Coeur d'Alene, Idaho 83815
Phone/Fax: 208-676-0230

The project proponent, Miller Development Group, LLC is requesting the annexation of approximately 9.5 acres of property into the City of Coeur d'Alene. The subject property is located at the northwest corner of the intersection of Prairie Avenue and Courcelles Parkway. There are two existing single family residences and several outbuildings currently on the property; however the majority of the land is vacant.

The property being requested for annexation is as follows:

Parcel No.: 0-3560-27-320-AB
Area: 4.724 acres
Address: 2750 W. Prairie Avenue
Coeur d'Alene, Idaho 83815



ZONING CLASSIFICATION

The property is currently zoned Agricultural in Kootenai County and is located at the northern boundary of the City of Coeur d'Alene City Limit. The surrounding property consists of residentially zoned parcels. The project proponent is requesting a zoning classification of R-8 to allow for a future residential development. As can be seen from Figure 2, the subject property is bordered by R-8 Residential zones to the East and South and by Agriculture zones within the County to the West. The requested zoning classifications are in conformance with the goals of the Comprehensive Plan and are compatible with the surrounding land uses.



Figure 2: Proposed Zoning Map

COMPREHENSIVE PLAN ANALYSIS

The property lies in a *Transition* area along the northern boundary of the Atlas-Prairie land use area per the City of Coeur d'Alene Comprehensive Plan. The northern tier of this area lies over the Spokane Valley-Rathdrum Prairie Aquifer. Neighborhood characteristics for this land use tend to be single-family and multi-family housing with an overall density of 4 – 5 units per acre with pockets of higher density housing. Connections to open space, parks, and pedestrian and bicycle trails should also be included. The proposed zoning would be consistent with the Comprehensive Plan.

The City of Coeur d'Alene Comprehensive Plan is the guiding document for all land use development decisions. It is important that land use decisions meet, or exceed, the goals,

policies and objectives as outlined in the Comprehensive Plan. The project proponent believes that the following Goals and Objectives (shown in *italics*) as outlined in the Comprehensive Plan are applicable to the requested annexation and zone classification:

Objective 1.12 – Community Design: Support the enhancement of existing urbanized areas and discourage sprawl.

The subject property is currently within the County and has two single family residences and several outbuildings. The property is located on the northern boundary of the City of Coeur d'Alene. This annexation will allow for the development of this property to match that of the surrounding land uses.

Objective 1.14 – Efficiency: Promote the efficient use of existing infrastructure, thereby reducing impacts to undeveloped areas.

Existing utilities including sanitary sewer and domestic water are extended to this property and are readily available and have the capacity to serve future development. This property is already included in the Sewer, Water and Transportation Master Plans for the City, and will be developed in accordance with the same.

Objective 2.02 – Economic and Workforce Development: Plan suitable zones and mixed use areas, and support local workforce development and housing to meet the needs of business and industry.

Objective 3.10 – Affordable & Workforce Housing: Support efforts to preserve and provide affordable and workforce housing.

The proposed residential zoning will allow for the construction of affordable market housing at a density that is compatible with the surrounding properties.

Objective 3.04 – Neighborhoods: Encourage the formation of active neighborhoods and associations and advocate their participation in the public process.

Objective 3.05 – Neighborhoods: Protect and preserve existing neighborhoods from incompatible land uses and developments.

The proposed annexation and zoning will allow for the future development of a residential subdivision that will be consistent with the Sunshine Meadows subdivision and will be similar in character and style of the existing project.

PRE-DEVELOPMENT CONDITIONS

The subject property is currently occupied by two single-family residences and several outbuildings, however the majority of the property is vacant. The general slope of the land is towards the south. The property is covered by fir and pine trees and underbrush. The existing single-family residences and outbuildings are located along the northern portion fronting Prairie Avenue. Access to the residences are off of Prairie Avenue.

The frontage improvements on Prairie Avenue are complete and include curb, gutter and drainage swales. Existing improvements along Courcelles Parkway include curb, gutter, pedestrian pathways and drainage swales.

Figure 3 below shows the current site conditions.



Figure 3: Existing Site Conditions

Applicant: Lake City Engineering, Inc.
Location: 2650 and 2750 W. Prairie Avenue
Request: A proposed 9.47 acre annexation from County Ag to City R-8.
LEGISLATIVE (A-3-16)

Tami Stroud, Planner, presented the staff report and answered questions from the Commission.

Commissioner Ingalls inquired if the applicant has contacted Hayden Lake Irrigation to see if they could provide a "will-serve" letter to the applicant stating that this property will have water once annexed into the city.

Ms. Stroud stated that staff will require a will-serve letter once the annexation is complete.

Commissioner Luttrupp inquired if the city has criteria that they follow to determine the amount of open space required for an applicant to provide.

Ms. Anderson explained that impact fees are collected once a building permit is issued and that if the applicant is doing a Planned Unit Development (PUD) the PUD requirement is for the applicant to provide 10% open space. She also noted that the Parks Department also has a Parks Master Plan showing the areas where there will be future parks.

Public testimony open.

Drew Dittman, applicant representative, stated that he feels this is a straight forward annexation with this property surrounded by R-8. He stated that they have discussed different ideas to access the property with Gordon Dobler, City Engineer, and from his recommendation, will be accessing the property off of Courcelles Parkway, rather than Prairie Avenue, which will help mitigate additional traffic on Prairie Avenue.

Commissioner Ingalls inquired if the applicant has met with the Hayden Lake Irrigation Department to discuss with them if this property can be served by this agency and if the applicant will provide a will-serve letter from Hayden Lake Irrigation stating that water will be provided to this property once the annexation is complete.

Mr. Dittman explained that this property is already in the Hayden Lake Irrigation Department and after briefly discussing this with them; they stated that they will have no problem providing water to the property and will be attending a meeting with this agency to explain the project further. He noted when he has done an annexation in the past, the will-serve letter is not provided until the annexation agreement is being discussed.

Commissioner Luttrupp inquired if the property will be a gated community.

Mr. Dittman explained that a decision to use gates is determined by the developer for a project, but if he feels that a housing development like Sunshine Meadows might be on this property, and that is not gated and are all public streets. He explained that gates are not allowed to be used on public streets - only private streets.

Leonard Benes stated that he is opposed to this request because he feels multifamily homes will not be appropriate for this area due to the added traffic. He stated that he just bought his house and if he knew about this project, he would not have bought the home.

Rebecca Bagela stated she lives across the street from this property and has witnessed accidents happening all the time on Prairie and feels we don't need the added traffic there.

Janice Grimsby stated that her backyard backs up to Prairie Avenue, and feels that a single

family development is appropriate, but not multifamily. She stated that she would like to see a traffic light provided on this corner and the speed limit reduced to 35 mph.

Rebuttal:

Mr. Dittman clarified that an R-8 zone does not allow multifamily, but duplexes are allowed. He commented that Prairie Avenue is a major arterial and agrees that it is busy but that this road is designed to handle a lot of traffic. He stated that if a traffic light is proposed; that will be a decision by the Post Falls Highway district.

Commissioner Ingalls feels that R-8 zoning is appropriate for this property since all the other housing developments in the northwest section is R-8.

Ms. Stroud clarified that pocket housing is allowed within the R-8 zoning district.

Commissioner Luttropp suggested perhaps the City could meet with the Post Falls Highway District to discuss if it would be possible to lower the speed limit on Prairie Avenue as suggested in public testimony. He stated that when he was first appointed to the Planning Commission years ago, he was confused on the various zoning districts and that staff was very helpful answering questions he had with the various zoning districts, and suggested if anyone has any questions, staff is always happy to help.

Public testimony closed.

Discussion:

Commissioner Ingalls stated that he is comfortable with the proposed zoning and how it will be compatible with the other properties in the area.

Motion by Messina, seconded by Rumpler, to approve Item A-3-16. Motion approved.

ROLL CALL:

Commissioner Fleming	Voted	Aye
Commissioner Ingalls	Voted	Aye
Commissioner Messina	Voted	Aye
Commissioner Luttropp	Voted	Aye
Commissioner Rumpler	Votes	Aye
Commissioner Ward	Voted	Aye

Motion to approve carried by a 6 to 0 vote.

COEUR D'ALENE PLANNING COMMISSION
FINDINGS AND ORDER

A. INTRODUCTION

This matter having come before the Planning Commission on July 12, 2016 and there being present a person requesting approval of ITEM A-3-16, a request for zoning prior to annexation from County Agricultural to City R-8 (Residential at 8 units/acre) zoning district.

APPLICANT: LAKE CITY ENGINEERING, INC.

LOCATION: +/- 9.47 ACRE LOCATED EAST OF ATLAS RD. AND SOUTH OF PRAIRIE AVE.,
NORTH AND WEST OF SUNSHINE MEADOWS.

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

(The Planning Commission may adopt Items B1-through7.)

- B1. That the existing land uses are residential, single-family, large parcels (in county), civic, and vacant land.
- B2. That the Comprehensive Plan Map designation is Transition.
- B3. That the zoning is County Agricultural.
- B4. That the notice of public hearing was published on June 25, 2016, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was not required to be posted, which fulfills the proper legal requirement.
- B6. That the notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property.
- B7. That public testimony was heard on July 12, 2016.
- B8. That this proposal is in conformance with the Comprehensive Plan policies as follows:
 - Objective 1.11- Community Design: Employ current design standards for development that pay close attention to context, sustainability, urban design, and pedestrian access and usability throughout the city.
 - Objective 1.12- Community Design: Support the enhancement of existing urbanized areas and discourage sprawl.
 - Objective 1.13 – Open space: Encourage all participants to make open space a priority with every development and annexation.
 - Objective 1.14- Efficiency: Promote the efficient use of existing infrastructure, thereby reducing impacts to undeveloped areas.

Objective 1.16 – Connectivity: Promote bicycle and pedestrian connectivity and access between neighborhoods, open spaces, parks, and trail systems.

Objective 2.02 - Economic & Workforce Development: Plan suitable zones and mixed use areas and support local workforce development and housing to meet the needs of business and industry.

Objective 2.05- Pedestrian & Bicycle Environment: Plan for multiple choices to live, work, and recreate within comfortable walking/biking.

Objective 3.01- Managed Growth: Provide for a diversity of suitable housing forms within existing neighborhoods to match the needs of a changing population.

Objective 3.05 – Neighborhoods: Protect and preserve existing neighborhoods from incompatible land uses and developments.

Objective 3.08 – Housing: Design new housing areas to meet the city's need for quality neighborhoods for all income and family status categories.

Objective 3.16 – Capital Improvements: Ensure infrastructure and essential services are available prior to approval for properties seeking development.

Objective 4.02- City Services: Provide quality services to all of our residents (potable water, and stormwater systems, street maintenance, fire and police protection, street lights, recreation, recycling and trash collection).

Objective 4.06 – Public Participation: Strive for community involvement that is broad-based and inclusive, encouraging public participation in the decision making process.

- B9. That public facilities and utilities are available and adequate for the proposed use. This is based on the comments from the different departments in the staff report and public testimony requiring to lower the speed limit and provide a traffic light on Prairie Avenue.
- B10. That the physical characteristics of the site do make it suitable for the request at this time because the property is relatively flat with Prairie Avenue to the north and future access proposed along Courcelles Parkway adjacent to the site.
- B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, or existing land uses because the property surrounding this property is also an R-8 zone.

C. ORDER: CONCLUSION AND DECISION

The Planning Commission, pursuant to the aforementioned, finds that the request of LAKE CITY ENGINEERING, INC. for zoning prior to annexation, as described in the application should be approved.

Suggested provisions for inclusion in an Annexation Agreement are as follows:

None.

Motion by Messina, seconded by Rumpler, to adopt the foregoing Findings and Order.

ROLL CALL:

Commissioner Fleming	Voted Yes
Commissioner Ingalls	Voted Yes
Commissioner Luttrupp	Voted Yes
Commissioner Messina	Voted Yes
Commissioner Rumpler	Voted Yes
Commissioner Ward	Voted Yes

Motion to approve carried by a 6 to 0 vote.


CHAIRMAN BRAD JORDAN

City Council Meeting



September 6, 2016

A-3-16: Zoning in Conjunction with Annexation for +/- 9.47 acres

APPLICANT:

Lake City Engineering, Inc.

REQUEST:

Annexation of +/- 9.47 acres in conjunction with
requested zoning of R-8 (Residential at 8 units/acre)

LOCATION:

Northwest corner of the intersection of Prairie Avenue and
Courcelles Parkway

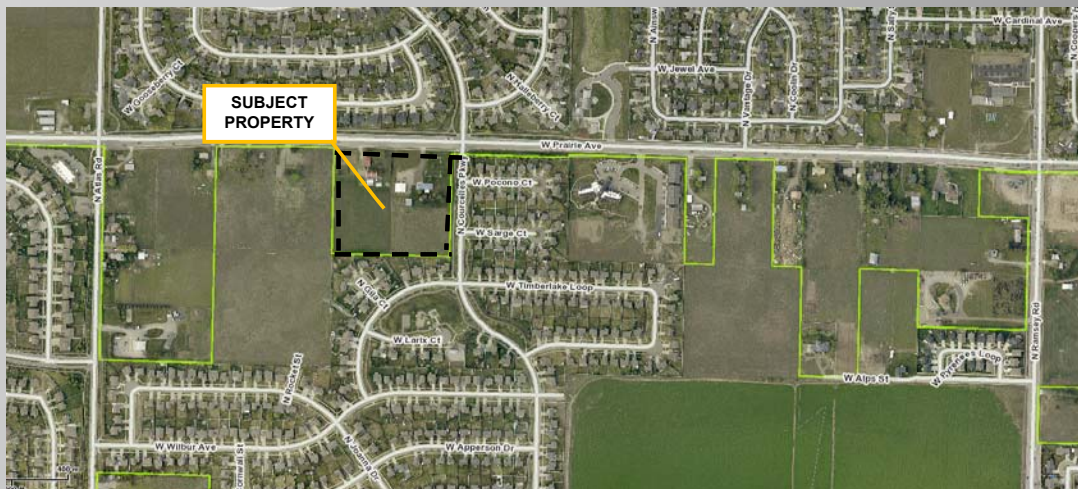
A-3-16: Zoning in Conjunction
with Annexation for +/- 9.47 acres

DECISION POINT:

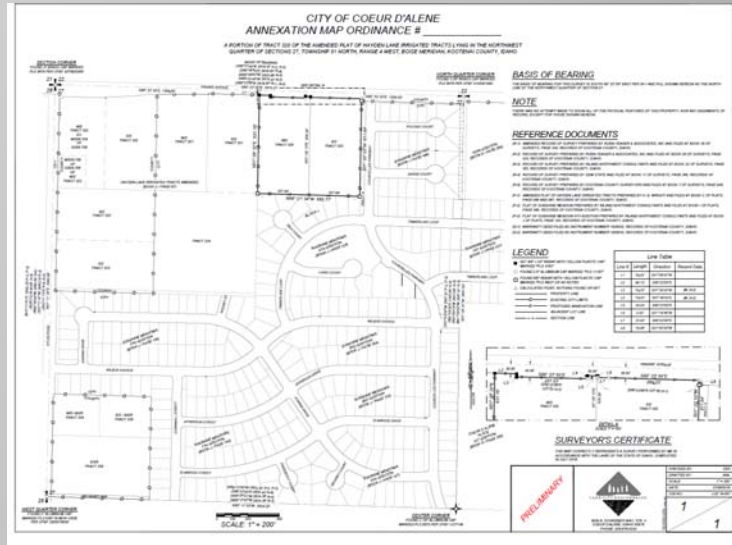
Lake City Engineering, Inc. is requesting approval of a proposed +/- 9.47 acre annexation from County Agricultural to city R-8 zoning district (Residential at 8 units/acre).

A-3-16: Zoning in Conjunction
with Annexation for +/- 9.47 acres

AERIAL PHOTO:



A-3-16: Zoning in Conjunction with Annexation for +/- 9.47 acres



A-3-16: Zoning in Conjunction with Annexation for +/- 9.47 acres

Finding #B8A:

That this proposal (is) (is not) in conformance with the Comprehensive Plan.



Atlas-Prairie Comprehensive Plan Map

Transition:

These areas are where the character of neighborhoods is in transition and should be developed with care. The street network, the number of building lots and general land use are expected to change greatly within the planning period.

A-3-16: Zoning in Conjunction with Annexation for +/- 9.47 acres

Finding #B9:

That public facilities and utilities (are) (are not) available and adequate for the proposed use.

- See staff report for specific department comments regarding stormwater, street, water, wastewater and fire.

A-3-16: Zoning in Conjunction with Annexation for +/- 9.47 acres

Finding #B10:

That the physical characteristics of the site (do) (do not) make it suitable for the request at this time.



A-3-16: Zoning in Conjunction with Annexation for +/- 9.47 acres

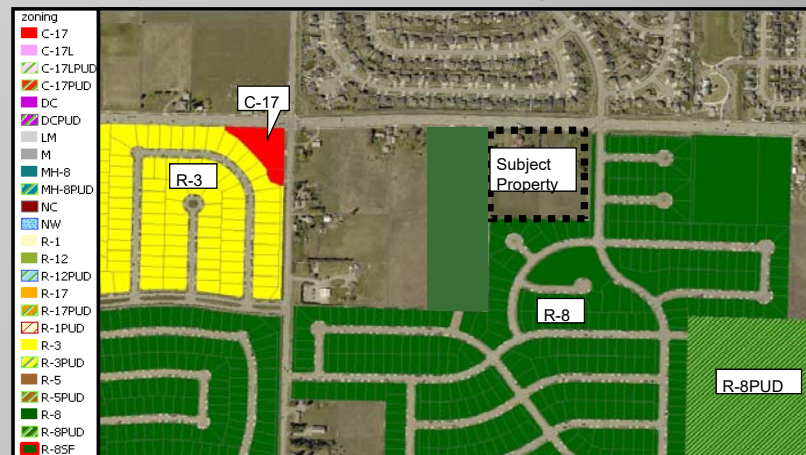
Finding #B11:

That the proposal (would) (would not) adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, (and) (or) existing land uses.

- See staff report for the description of the “Atlas-Prairie Today” from the 2007 Comprehensive Plan regarding neighborhood character and traffic comments.

A-3-16: Zoning in Conjunction with Annexation for +/- 9.47 acres

Proposed Zoning



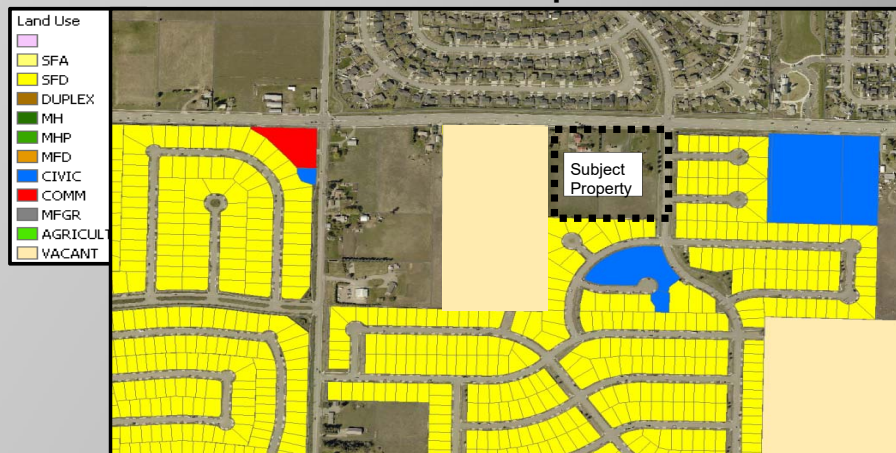
A-3-16: Zoning in Conjunction
with Annexation for +/- 9.47 acres

17.05.090: GENERALLY:

The R-8 district is intended as a residential area that permits a mix of housing types at a density not greater than eight (8) units per gross acre.

A-3-16: Zoning in Conjunction
with Annexation for +/- 9.47 acres

Land Use Map



A-3-16: Zoning in Conjunction
with Annexation for +/- 9.47 acres

PROPOSED CONDITIONS:

No proposed conditions are recommended by staff for the applicant's request for annexation. If approved, the annexation agreement will address any concerns for this request.

ACTION ALTERNATIVES:

The City Council must consider this request and make separate findings to approve, deny or deny without prejudice.

A-3-16: Zoning in Conjunction
with Annexation for +/- 9.47 acres

ACTION ALTERNATIVES:

The City Council will need to consider this request and make appropriate findings to:

- ☐ Approve
- ☐ Deny
- ☐ Deny without prejudice.



Finance Department Staff Report

Date: September 6, 2016
From Troy Tymesen, Finance Director
Subject: 2016-2017 Fiscal Year Financial Plan (Annual Appropriation)

Decision Point: To approve Ordinance No. 3546, the Annual Appropriation Ordinance for the fiscal year beginning October 1, 2016.

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

Financial analysis: The financial plan is an estimate of revenues and expenditures (including interest and principal payments on debt) for the upcoming year. The expenditures are classified by department as well as by fund or service and the revenues are classified by source. Included in the budget are actual revenues and expenditures from the prior two fiscal years, budgeted revenues and expenditures for the current fiscal year, and proposed revenues and expenditures for the upcoming fiscal year. The revenues include a 2.5% increase in property tax revenue, no foregone property taxes, \$325,934 in new growth property taxes and \$538,311 from the deannexation of portions of the urban renewal district.

Decision Point: To approve Ordinance No. 3546, the Annual Appropriation Ordinance for the fiscal year beginning October 1, 2016.

ORDINANCE NO. 3546
COUNCIL BILL NO. 16-1019

AN ORDINANCE ENTITLED "THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016" APPROPRIATING THE SUM OF \$95,216,976 TO DEFRAY THE EXPENSES AND LIABILITIES OF THE CITY OF COEUR D'ALENE FOR SAID YEAR; LEVYING A SUFFICIENT TAX UPON THE TAXABLE PROPERTY WITHIN SAID CITY FOR GENERAL REVENUE PURPOSES FOR WHICH SUCH APPROPRIATION IS MADE; LEVYING SPECIAL TAXES UPON THE TAXABLE PROPERTY WITHIN SAID CITY FOR SPECIAL REVENUE PURPOSES WITHIN THE LIMITS OF SAID CITY OF COEUR D'ALENE, IDAHO; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE HEREOF.

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

Section 1

That the sum of \$95,216,976 be and the same is hereby appropriated to defray the necessary expenses and liabilities of the City of Coeur d'Alene, Kootenai County, Idaho, for the fiscal year beginning October 1, 2016.

Section 2

That the objects and purposes for which such appropriations are made are as follows:

GENERAL FUND EXPENDITURES:

Mayor and Council	\$242,705
Administration	379,120
Finance Department	1,165,287
Municipal Services	1,660,299
Human Resources	326,657
Legal Department	1,207,341
Planning Department	584,648
Building Maintenance	521,186
Police Department	13,060,469
Drug Task Force	30,710
ADA Sidewalks	
COPS Grant	190,189
Fire Department	9,677,937
General Government	94,725
Engineering Services	1,262,561
Streets/Garage	3,054,113
Parks Department	2,003,987
Recreation Department	713,239
Building Inspection	907,093
TOTAL GENERAL FUND EXPENDITURES:	<u>\$37,082,266</u>

SPECIAL REVENUE FUND EXPENDITURES:

Library Fund	\$1,568,148
Community Development Block Grant	606,873
Impact Fee Fund	760,039
Parks Capital Improvements	146,500
Annexation Fee Fund	193,000
Cemetery Fund	316,735
Cemetery Perpetual Care Fund	157,500
Jewett House	25,855
Reforestation/Street Trees/Community Canopy	103,500
Public Art Funds	231,300
TOTAL SPECIAL FUNDS:	\$4,109,450

ENTERPRISE FUND EXPENDITURES:

Street Lighting Fund	\$622,000
Water Fund	9,553,006
Wastewater Fund	24,489,066
Water Cap Fee Fund	1,950,000
WWTP Cap Fees Fund	2,500,000
Sanitation Fund	3,359,286
City Parking Fund	374,546
Drainage Fund	1,147,510
TOTAL ENTERPRISE EXPENDITURES:	\$43,995,414

FIDUCIARY FUNDS:

\$2,888,400

STREET CAPITAL PROJECTS FUNDS:

6,204,039

DEBT SERVICE FUNDS:

937,407

GRAND TOTAL OF ALL EXPENDITURES:**\$95,216,976**Section 3

That a General Levy of \$19,443,490 on all taxable property within the City of Coeur d'Alene be and the same is hereby levied for general revenue purposes for the fiscal year commencing October 1, 2016.

Section 4

That a Special Levy upon all taxable property within the limits of the City of Coeur d'Alene in the amount of \$2,409,298 is hereby levied for special revenue purposes for the fiscal year commencing October 1, 2016.

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 there from.

Section 6

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

APPROVED by this Mayor this 6th day of September, 2016.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk



Fiscal Year 2016-2017 Financial Plan (Budget)



History

Foregone Taxes	\$4,292,685
-----------------------	--------------------

Tax Year	Amount Taken of 3% Allowed	
2017 Proposed	\$490,552	2.5%
2016	\$-0-	
2015	\$-0-	
2014	\$-0-	
2013	\$329,432	2%
2012	\$-0-	
2011	\$236,748	1%
2010	\$-0-	

Tax Levy

FY 2015-16 Non-exempt tax budget	\$19,325,198
2.5% Increase	\$490,552
New Construction Roll	\$325,934
De-Annexation	\$538,311
Property Tax Replacement	\$296,893
2015 GO Bond Levy	\$875,900
Total amount to Levy	\$21,852,788

Revenue Changes

General Fund Revenue - Preliminary	\$37,441,740
0.5% decrease in Property Tax	(\$98,110)
Adjust Estimated County L-2 to Final	\$23,034
Revenue Increases – Grants & Leases	\$340,189
Decrease in Use of Fund Balance	(\$624,587)
Total Revenue Budget Ordinance	\$37,082,266

Expense Changes

General Fund Expense - Preliminary	\$37,441,740
Finance – Interfund Transfer Study	(\$20,000)
Municipal Services - Communications	(\$10,000)
Police Dept - Personnel Expense 0 positions	(\$79,999)
Recreation – R/M Building / Grounds	(\$8,000)
Engineering – Overlay	(\$50,000)
Streets – Used Equipment	(\$40,000)
Continued	

Expense Changes

Building Inspection - Vehicles	(\$45,874)
Parks – Turf Vehicle	(\$16,000)
Building Maintenance – PD HVAC Controls	(\$84,600)
Fire Dept – Constant Manning	(\$5,001)
Total General Fund Expenses per Budget Ordinance	\$37,082,266

A stack of gold coins is shown against a blue background. The coins are stacked vertically, with the top coin slightly offset. The background is a solid blue color.

Fund Balance

\$7,663,870

20.47% of FY 16/17 Plan

A stack of gold coins is shown against a blue background. The coins are stacked vertically, with the top coin slightly offset. The background is a solid blue color.

City-Wide Personnel Changes

+17 FTE

Additions:

- 5 New Police Officers – 3 Grant Funded
- 1 IT Systems Analyst – Police Dept
- 9 Firefighters
- 0.5 FTE CDBG Administrator
- 0.5 FTE Code Enforcement
- 2 FTE Part Time - Street Department

Reorganization:

- 1 Position in the Engineering Department

Expenses

Current plan	\$85,949,225
New Plan	\$95,216,976
	+\$9,267,751

Health Insurance Increase	\$285,786
COLA	\$463,732
Merit Increases	\$427,455
New Positions	\$998,459
Wastewater Capital Outlay	\$7,976,100

New Construction Impact

Tax Year	Tax Dollars
2016	\$325,934
2015	\$827,349
2014	\$669,966
2013	\$632,795
2012	\$246,874
2016 Deannexation	\$538,311

Significant Cash Flow Changes

New Growth	+\$325,934
Deannexation	+\$538,311
Highway User Tax, Sales Tax & Liquor Tax	+\$195,948
Franchise Fees	+\$132,603
Annexation Fees	+\$193,000
Property Tax @ 2.50%	+\$490,552
Police Retirement	+\$152,000
*Fund Balance	+\$187,198

General Fund	Capital Outlay
Trailer – Police Dept	\$5,950
Equipment Used/Surplus - Streets	\$40,000
Excavator - Streets	\$17,000
Used Vehicles - Parks	\$28,000
Turf Vehicles - Parks	\$16,000
Memorial Field - Recreation	\$5,000

City Valuation

2016 Coeur d'Alene	\$3,632,080,114
Kootenai County	\$14,005,552,245
2015 Coeur d'Alene	\$3,309,289,866
Kootenai County	\$13,122,782,513

City Levy Rate

2016	\$6.02/\$1,000
2015	\$6.09/\$1,000

Assessed Value	\$200,000
Homeowner's Exemption	\$94,745
Net Value	\$105,255

2015: $\$110.42 \times \$6.09 = \$672.46$
\$56.04/Month

2016: $\$105.25 \times \$6.02 = \$633.64$
\$52.80/Month

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Questions?