

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 20, 2016

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Pastor Chris Lauri Anthem Friends 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. 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 September 6th, 2016 Council Meeting.
2. Approval of Bills as Submitted.
3. Approval of Minutes for the General Services and Public Works Committee Meetings held September 12, 2016.
4. Setting of General Services and Public Works Committees meetings for September 26, 2016 at 12:00 noon and 4:00 p.m. respectively.
5. **Resolution No. 16-048**
 - a. Approval of Destruction of records in the Fire Department (Semi-permanent); Water Department (Temporary); Finance Department (Temporary); Municipal Service Department (temporary/Semi-Permanent)

- b. Approval of Voluntary Separation Agreements with Raymond Kendall, Glenn Lauper, Jamie McDaniel, Rich Carns, Kevin Johnson, Diane Melchiorre, Steve Childers, Scott TenEyck, Sharon Simon, and Jayne Morse.

As Recommended by the General Service Committee

- c. Amendment #1 to an Agreement with Welch Comer & Associates, Inc. for Additional Professional Engineering Services for the Government Way Project
- d. Amendment #3 to an Agreement with J-U-B Engineers, Inc. for Additional Professional Engineering Services for Ironwood – US 95 Intersection Improvements
- e. Agreement with Lake City Engineering for Professional Engineering Services

As Recommended by the Public Works Committee

- f. Approval –S-3-12, Coeur d’Alene Place 27th Addition: Final plat, Acceptance of Improvements, Maintenance/Warranty Agreement, and security approval

As Recommended by the Engineering Department

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

a. Appointments:

- i. Ped/Bike Committee: Denise Jeska, Mike Fuller, and Tom Morgan
- ii. Library Board: Kathleen Sayler

H. GENERAL SERVICES

- 1. **Resolution No. 16-049** - Agreement with the Forest Service for Reciprocal Access and Two Easements between the United States and the City for Public Parking and Access.

Staff Report by Hilary Anderson, Community Planning Director

I. OTHER BUSINESS

- 1. **Resolution No. 16-050** – Renewal and approval of amendment to the 2016-2017 Policy with ICRMP for insurance coverage.

Staff Report by: Troy Tymesen, Finance Director

2. **Council Bill No. 16-1020** – Amendments to the Parking Commission Appeals; Municipal Code 10.27.050 entitled “Appeal” to change from the Parking Commission to the City Administrator or their designee to determine parking ticket appeals.

Staff Report by: Sam Taylor, Deputy City Administrator

3. Expenditure of funds from the Parking Fund for the collection of parking tickets.

Staff Report by: Sam Taylor, Deputy City Administrator

J. PUBLIC HEARINGS

1. (Quasi-judicial) 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.

Staff Report by: Mike Behary, Planner

2. (Legislative) **Council Bill No. 16-1021** Budget Amendment for Fiscal Year 2015-2016

Staff Report by: Troy Tymesen, Finance Director

K. ADJOURN:

This meeting is aired live on CDA TV Cable Channel 19

Coeur d'Alene

CITY COUNCIL MEETING

September 20, 2016

MEMBERS OF THE CITY COUNCIL:

Steve Widmyer, Mayor

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

CONSENT CALENDAR

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

September 6, 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 September 6, 2016 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

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

Loren Ron Edinger) Member of Council Absent

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

INVOCATION: Pastor Paul Peabody with Grace Bible Church gave the invocation.

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

EAST SHERMAN UPDATE: Community Planning Director Hilary Anderson reviewed the history of the East Sherman Master Planning efforts and community involvement. She reviewed the current property usage and property analysis conducted which outlines the potential future redevelopment. Ms. Anderson announced the "Parking it on Sherman" community event that will be held on September 16-19 at the 1200 Block of Sherman Avenue. This event will include the pop-up town hall meeting and provide outreach opportunities to the neighborhood. They will continue to collect data and update the feasibility report. She reviewed the status and opportunity for funding of future signalized pedestrian crossings and requested the Council authorize funding from savings within this current fiscal year budget to purchase one pair of rectangular rapid flash beacons (RRFB).

MOTION: Motion by Evans, seconded by Miller to approve the expenditure of \$8,818 from Fiscal Year 2015-2016 for the purchase one pair of RRFB's for East Sherman Avenue.

DISCUSSION: Councilmember Gookin asked how many lights they would like to buy. Ms. Anderson said they would like to purchase three pairs; one funded this fiscal year; the second within the Street/Engineering budget, and the third from Crowd Funding. Councilmember McEvers asked for more information regarding how this makes changes on East Sherman. Ms. Anderson explained that the event helps energize the corridor and brings people to the area to see the need for redevelopment. Additionally, this builds "buy-in" from the neighborhood and

creates civic engagement. Councilmember Evans said that she thinks it is a great effort and believes the pedestrian lights will increase safety on East Sherman. She asked what the backup funding would be if not enough funds were raised through Civic Crowd Funding. Ms. Anderson explained that they are looking at all the options with the on-line funding mechanism, and will need to determine what occurs if you do not reach the goal and if you can keep it open until the goal is met. Otherwise, they will look for funding in another fiscal year. Councilmember English asked where the lights would be installed. Ms. Anderson noted that they have two school zone crossings identified and one in the commercial center. Councilmember Miller noted that CDA 2030 has been a partner in the East Sherman project and wondered if they had been approached to help fund a light. Ms. Anderson thought they should try this route first as she is unsure if this project would qualify and be competitive for this level of funding. Councilmember Gookin noted that he would not vote for this due to the forthcoming budget discussion and that not all lights would be brought forward for Council approval. Mayor Widmyer said that he would like to see the school crossings as placement priorities. Councilmember McEvers agreed with the school crossing priority and felt it was rare for a department to give up money for something like this and thanked Ms. Anderson for her support of the project. Councilmember English said that the Sorenson crossing should be the first priority.

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

CONSENT CALENDAR: **Motion** by Gookin, second by McEvers to remove item 8(a) the 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, to be added to the Agenda for the September 20, 2016 Council meeting for a full Council discussion.

DISCUSSION: Councilmember Gookin explained that he was concerned that this item could be an issue for the neighbors, as there was a lot of discussion during the annexation regarding the location of parking. He would like it to be discussed in open session rather than consent, as it is not routine and would like the public to be better informed. Councilmember English asked if there was a critical timeline on this item. Deputy City Administrator Sam Taylor confirmed that it was not on a critical timeline.

Motion Approved.

Motion by Evans, second by McEvers to approve the consent calendar.

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)

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
7. Approval of a Cemetery lot repurchase from Joseph and Susan Gerards for Niche 25, Block J, Section Niche in Forest Cemetery
8. **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.

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

PUBLIC COMMENTS

David Lyons, Coeur d'Alene, noted that he lives in mid-town and thanked the Council for de-annexing some of the property within the Lake District as it provided tax relief to the public. He has since reviewed the financial condition of the urban renewal agency and provided the Council with a memo summarizing his findings. He reviewed the tax increment financing for each district and the cash on hand which has increased annually since 2013. He noted that Ignite CDA's proposed budget demonstrates \$12 million with only \$9.5 Million in debt. He noted that the debt has no prepayment penalty and questioned why the agency would not just pay off the debt. He believes the money should go to the City to help pay for city services. He encouraged the Council to vote for more de-annexation from the URA next year and seriously consider early closure of the Lake District.

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.

STAFF REPORT: Municipal Services Director Renata McLeod noted that the Council approved a Contract with Longwell + Trapp for the City Hall ADA Enhancement/Remodel

Project on March 16, 2016. At that time, the estimated project construction cost was \$1.3 Million. Since the Council approved the final design and an 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 conceptual design work will 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. She noted that the costs are within the \$1.9 Million budget authorized by Council on July 19, 2016.

DISCUSSION: Councilmember McEvers requested clarity regarding the fees to the architect based on project costs and the design of the stair/ramp area. Councilmember Gookin asked if there would be additional costs if the design included the original glass entryway, as he liked that design better the smaller one currently proposed. Mr. Trapp noted it would be an increase of approximately \$50,000 and noted that the design was intended to create an iconic entry and lead people to the front door of City Hall. He clarified that window washing occurs once a year and is done through a contracted service, so maintenance should not be a concern. Councilmember English agrees that the tall entry is a nice design and that public buildings are only built every once in a while and he would support the taller entry design. Councilmember Miller, McEvers, and Evans said that they opposed to the tall design. Mr. Trapp clarified that the stair/ramp concept drawing costs are not bid documents, but concept drawings. Councilmember English said that he would like to see the design as a real staircase. Councilmember Gookin noted that he would like the bid docs brought back to Council.

MOTION: Motion by English, seconded by Evans to approve the **Resolution No. 16-044**, approving a Contract Amendment with Longwell + Trapp for the City Hall ADA Remodel Project and design services for bid alternate of stairs/ramp between City Hall and the Library.

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

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.

STAFF REPORT: City Attorney Mike Gridley explained that this is a housekeeping matter as the City follows Chapter 28 of Title 67, Idaho Code, entitled "Purchasing by Political Subdivision" and explained that the Chapter governs the purchase of services and personal property, and the procurement of public works construction. He noted that the first proposed policy relates to personal property purchasing and is broken into different levels of purchasing based on costs. The second policy regulates public works construction projects, which includes the requirements for quotes and requirements for contractors to provide proof of insurance.

These policies will clarify process and provide 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. Levels of purchasing follow the state code requirements.

DISCUSSION: Councilmember Gookin noted that the policy states that procurements require quotes unless there is an emergency and wondered what would constitute an emergency. Mr. Gridley explained that an emergency purchase could occur if an item was needed right away to conduct the business of the City, for example, the toner running out. Councilmember Gookin asked how Council would be informed regarding purchases between \$1,000 to \$25,000. Mr. Gridley noted that those expenses would run through the bills to council process and clarified that these are purchases approved within the financial plan. Mr. Gridley clarified that this policy was not intended to make small purchases burdensome but would require purchases not within the financial plan to come before Council. Councilmember McEvers asked for clarification regarding the hiring of a firm to do a multiple phase project, such as with HDR for design services at the Wastewater Treatment Plant. Mr. Gridley explained that under Idaho Code for design professionals the City does not have to take low bid. He further explained that under the law the City could use people for affiliated contracts rather than going out to bid. Councilmember Gookin questioned the transparency of public works contracts between \$25,000 to \$100,000. Councilmember Miller noted open bids are available on the City website and accessible to contractors for review. Councilmember Gookin thanked staff for bringing this policy forward so there is clarity as to when items should come before the Council.

MOTION: Motion by McEvers, seconded by Gookin to approve the Resolution No. 16-045, approving policies for Procurement of Personal Property and Services and Procurement of Public Works Construction.

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

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.

STAFF REPORT: Deputy City Administrator Sam Taylor explained that the City of Coeur d'Alene has struggled to collect fines for parking infractions. Within the last 3.5 years there are approximately 30,000 parking unpaid tickets. 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 for only Idaho registered vehicles. Of the 11,670 off-street parking lot tickets, 7,834 are

Idaho plates. Of the more than 18,000 on-street tickets, 16,439 are Idaho plates. He noted that the City already works with Chapman Financial Services (CFS) 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 CFS to begin collecting on parking infractions, staff recommends approval of an agreement with CFS separate from the Police Department. The mode of collection by CFS is intended to 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. Staff will also put out press releases on the initiative and place information on the City's website and social media feeds and CDATV. A potential \$350,000 is currently outstanding in parking infractions. CFS advises that through the collections process the City can expect approximately 25 percent of that amount to be paid (as 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. The Parking Commission would like to institute a pay incentive system allowing tickets over \$40.00 paid before December 31, 2016 to receive a 25% discount. The commission also recommended that CFS have the latitude to negotiate for payment, which is within the proposed contract.

MOTION: Motion by English, seconded by McEvers to approve the **Resolution No. 16-046**, approving an Agreement with Chapman Financial Services for parking ticket collection and approving the inclusion in the notification letters that payments received by December 31st for fines of \$40.00 or more will receive a 25% discount.

DISCUSSION: Councilmember McEvers asked for clarification regarding the fees that CFS would collect. Mr. Taylor reiterated that the City would remain whole as the fees from CFS will be added above the fine amount and clarified that the statute of limitation is four years. Councilmember McEvers asked how tickets will be collected going forward. Mr. Taylor explained that the City will start a monthly review of unpaid tickets, send an initial letter, and then if still unpaid it will be sent to CFA for collection. Councilmember Miller requested that the letter include clarification that if unpaid it will affect their credit and asked if this will affect the warning tickets. Mr. Taylor clarified that the courtesy ticket will continue to be an option. Councilmember English said that he supports the use of CFS, as the City should be serious about the collection of fines, and this will set a new standard going forward. Councilmember McEvers asked if this will apply to boats. Mr. Taylor confirmed that it would allow for collection on tickets issued to boats.

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

**ORDINANCE NO. 3547
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 LIAISON 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.

STAFF REPORT: Mr. Taylor explained that the City created the Arts Commission in 1982 to increase appreciation and interest in the practice and enjoyment of the arts. The Municipal Code states that the Commission is to encourage the development of 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 ever more significant part in the welfare and educational experience of the citizens of Coeur d'Alene. 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. Providing a voting membership spot to the Arts & Culture Alliance on the Arts Commission will foster this partnership and provide an 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.

DISCUSSION: Councilmember McEvers asked for clarification regarding where the funding comes from. Mr. Taylor explained that 1.33% of each capital project goes to the Art Fund, and the urban renewal district provides 2% of their funds toward art. Mr. Taylor noted that the Arts Commission would need to be ready to maintain the art before the districts close, which he will bring forward for discussion at a future commission meeting. Councilmember Gookin expressed a desire to increase art funding when a district closes or the City de-annexes so their funding is not cut.

MOTION: Motion by Gookin, seconded by Evans, to pass the first reading of **Council Bill No. 16-1018**.

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

MOTION: Motion by Gookin, seconded by Evans, to suspend the rules and to adopt **Council Bill 16-1018** by its having had one reading by title only.

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

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.

STAFF REPORT: Building Maintenance Superintendent Howard Gould explained that this Avista agreement is needed to bring natural gas to the City's property at 3858 and 3862 N. Ramsey Road.

MOTION: Motion by McEvers, seconded by Evans to approve the Resolution No. 16-047, approving 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.

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

(QUASI-JUDICIAL HEARING) A-3-16 - LAKE CITY ENGINEERING; 2650 & 2750 W. PRAIRIE AVENUE FOR ANNEXATION AND ZONING FROM COUNTY AG. TO CITY R-8

STAFF REPORT: Planner Tami Stroud noted that the applicant, Lake City Engineering, Inc. has requested the annexation of approximately 9.47 acres of land located at the northwest corner of the intersection of Prairie Avenue and Courcelles Parkway with the requested zoning of R-8 (Residential at 8 unites/acre). She reviewed the property history, location, area zoning, and area land uses. She noted that the Findings required for the annexation include the following: that this proposal is or is not in conformance with the Comprehensive Plan policies; that the public facilities and utilities are or are not available and adequate for the proposed use; that the physical characteristics of the site make or do not make it suitable for the request at this time; and that the proposal would or would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, and/or existing land uses. Ms. Stroud noted several applicable Comprehensive Plan policies and characteristics of the site. She reviewed the allowable uses within an R-8 zone and noted that there are no proposed conditions as the Annexation Agreement will cover any concerns.

DISCUSSION: Councilmember Gookin asked if there was a PUD proposed for the property. Ms. Stroud noted that staff is reviewing the primary plat with a standard subdivision, no PUD.

Mayor Widmyer called for public comments.

APPLICANT: Drew Ditman stated that he is representing the property owner. He noted that this is a straightforward annexation request as it is surrounded on three sides by the city limits with abutting matching zoning.

There being no other public comments, public testimony was closed.

MOTION: Motion by McEvers, seconded by Evans to approve to approve the A-3-16 - Lake City Engineering; 2650 & 2750 W. Prairie Avenue for annexation and zoning from County Ag. to City R-8, to make the necessary Findings and Order, and to direct staff to negotiate an annexation agreement.

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

**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 WITH 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:

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.

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:	<u>\$4,109,450</u>

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:	<u>\$43,995,414</u>

FIDUCIARY FUNDS:	\$2,888,400
STREET CAPITAL PROJECTS FUNDS:	6,204,039
DEBT SERVICE FUNDS:	937,407
GRAND TOTAL OF ALL EXPENDITURES:	<u><u>\$95,216,976</u></u>

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.

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.

STAFF REPORT: Finance Director Troy Tymesen noted that 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. 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 de-annexation of portions of the urban renewal district and only \$158,000 from the general fund. He noted that it is difficult to maintain a budget without taking property taxes. He reiterated that if a citizen's property value has not moved up, one should expect a levy to the City to go down. Items that were cut include the delay of the inter-fund transfer study, communications, police personnel expenses (based on not being able to fill all the positions within the fiscal year), repair and maintenance of recreation grounds, overlay, used equipment, vehicles, Police Department HVAC Controls, and constant manning in Fire. Mr. Taylor explained that with the combination of Streets/Engineering he believes there will be some efficiencies within the overlay program. The budget amendment will be presented at the next council meeting, so the final fund balance amount is unknown at this time. Included in this budget is the addition of 17 full-time equivalent positions. Increases within the budget are due to the Wastewater capital outlay, insurance increases, merit and COLA increases, as well as new position expenses. He reviewed the significant cash flow changes expected during next fiscal year. He explained that there is very little capital expense proposed within the General Fund and noted that no police vehicles are included. However, if there are changes in revenue staff can come back to Council with requests.

DISCUSSION: Councilmember McEvers asked for confirmation that Community Development Block Grant is funded through HUD. Mr. Tymesen confirmed that it is, but within the budget it is reflected as an expense, that has a revenue source attached that will balance the expense. Councilmember English noted that the new construction figure from the County is lower than the past few years, but the housing industry is so busy and questioned why it dropped. Mr. Tymesen suggested that the size of the residential construction may have lowered it and noted that commercial construction lags behind residential. In addition, it may be taking longer to build so it does not hit the assessment rolls within the timeline to affect this year. Councilmember Miller noted that governmental accounting standards suggest a fund balance within the 12% range, and the City currently has a 20% range in fund balance, so she questioned why Fund Balance is not being used instead of a tax increase. Mr. Tymesen explained that Fund Balance owes the Wastewater Fund approximately \$1 Million, expenses related to the remodel are forthcoming, and it is not sustainable to pay for ongoing personnel expenses through the Fund Balance.

PUBLIC COMMENT:

Susie Snedaker, Coeur d'Alene, said she has reviewed the financial plan and noted that code enforcement is an indication of a vibrant community and believes that proactive enforcement is needed. She encouraged the Council to drive around and look around town for needed enforcement. Person Field does not have anything budgeted but she knows the Parks Department is working on it and hopes it will come back to Council. The art maintenance budget is \$68,000 and she requested Council consider "sun-setting" it for a year. She noted the condition of the permanent fixtures downtown as having faded or rusted poles and uneven bricks and encouraged the Council ensure they are maintained.

There being no other public comments, public testimony was closed.

DISCUSSION CONT.: Mr. Tymesen clarified that the Arts Maintenance fund is a dedicated fund with \$28,800 in anticipated expenses, and it is not a part of the General Fund. Mayor Widmyer stated he has received several comments that the grass at Person Field is in the best condition they have seen in a long time. Councilmember Miller questioned if it will be more expensive in the future to delay the police department HVAC item. Mr. Tymesen clarified that this is the software for the system so it can be controlled off site, so it is not likely to grow in costs in the future. Mayor Widmyer thanked Ms. Snedaker for her public comments, as the only citizen that spoke regarding the budget this evening. Councilmember Gookin noted that urban renewal does have an effect on the City's budget, and Ignite CDA does have a lot of money and they do not know what they are doing with it. Additionally, he loves the downtown events; however, the events cost the City due to public safety, which costs are not passed to the event sponsors like Ironman. Costs include overtime and constant staffing that should be paid for by the event sponsors. He requested that the Municipal Services Department bring something forward to increase special event fees. Mayor Widmyer thanked Mr. Tymesen and Vonnice Jensen for their time spent on the budget. Additionally, he thanked the City Administrator and Department Heads for working to get the budget to this point.

MOTION: Motion by McEvers, seconded by Evans, to pass the first reading of **Council Bill No. 16-1019**.

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

MOTION: Motion by McEvers, seconded by Gookin, to suspend the rules and to adopt **Council Bill 16-1019** by its having had one reading by title only.

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

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

The meeting adjourned at 8:11 p.m.

ATTEST:

Steve Widmyer, Mayor

Renata McLeod, CMC, City Clerk

September 12, 2016
GENERAL SERVICES COMMITTEE
MINUTES
12:00 p.m., Library Community Room

COMMITTEE MEMBERS

Council Member Ron Edinger, Chairperson
Council Member Kiki Miller
Council Member Amy Evans

STAFF

Juanita Knight, Senior Legal Assistant
Renata McLeod, Municipal Services Director, CMC
Melissa Tosi, Human Resources Director
Jim Hammond, City Administrator
Sam Taylor, Deputy City Administrator
Mike Gridley, City Attorney

Item 1. Request for Destruction of Records.
(Consent Resolution No. 16-048)

Renata McLeod is requesting Council approve the destruction of certain public records as authorized pursuant to I.C. 50-907 and 50-908. Mrs. McLeod noted that all cities in the State of Idaho are required to have a Public Records Manual. This manual sets out how long we will retain certain records and what category those records fall into, i.e. temporary, semi-temporary, or permanent record. Mrs. McLeod said the code has now changed to add a Historical Record category. As per code, staff is recommending destruction of the following records:

The Fire Department has requested that semi-permanent Grant Management files prior to 2011 be destroyed. This is an effort to provide more storage space as well as it has exceeded the time required to maintain them and their useful life has been exhausted.

The Water Department has requested the destruction of several temporary files dating from 2004 to 2013 in accordance with their records retention schedule. See attached list.

The Finance Department has requested the destruction of several temporary files dating from 2005 to 2013 in accordance with their records retention schedule. See attached list.

The Municipal Services Department several temporary records prior to 2014 and semi-permanent records regarding Home Occupation permits, business licenses and various annual permits prior to 2011. See attached list.

MOTION: by Evans, seconded by Edinger, to recommend that Council adopt Resolution No. 16-048 approving the destruction of records as submitted pursuant to I.C. 50-907 and 50-908. Motion Carried.

Item 2. Voluntary Separation Incentive Program agreements (VSIP).
(Resolution NO. 16-048)

Melissa Tosi is requesting Council approve the final Voluntary Separation Incentives Program (VSIP) agreements. Mrs. Tosi noted that the City received a twenty-two (22) "Notice of Intent to Participate" forms and a total of nineteen (19) employees have signed final agreements. An estimated \$580,578 is the two year

wage savings for the nineteen (19) employees after deducting the 1% payout. The details of the final group of nine (10) employees are being brought for your consideration. The final ten employees are:

1. Raymond Kendall, Building Inspector/Plans Examiner: The vacancy will be re-filled:
 - Approximate two year savings = \$33,030
 - 1% payout per VSIP = \$6,696.98
 - Separation date of December 29, 2017
2. Glenn Lauper, Deputy Fire Chief: The vacancy will be filled by promoting up the ranks from within:
 - Approximate two year savings = \$73,270
 - 1% payout per VSIP = \$21,683.64
 - Separation date of December 30, 2017
3. Jamie McDaniel, Fire Executive Assistant: The vacancy will be re-filled:
 - Approximate two year savings = \$27,076
 - 1% payout per VSIP = \$18,615.17
 - Separation date of December 29, 2017
4. Rich Carns, Fire Engineer: The vacancy will be filled by promoting a Firefighter to Engineer and filling the Firefighter position with a new recruit.
 - Approximate two year savings = \$35,006
 - 1% payout per VSIP = \$16,483.67
 - Separation date of December 31, 2017
5. Kevin Johnson, Utility Worker II: The vacancy will be re-filled:
 - Approximate two year savings = \$28,850
 - 1% payout per VSIP = \$19,154.30
 - Separation date of December 29, 2017
6. Diane Melchiorre, Water Administrative Assistant: The vacancy will be re-filled:
 - Approximate two year savings = \$28,850
 - 1% payout per VSIP = \$14,365.73
 - Separation date of December 29, 2017
7. Steve Childers, Police Captain: The vacancy will be re-filled:
 - Approximate two year savings = \$70,803
 - 1% payout per VSIP = \$31,909.70
 - Separation date of December 29, 2017
8. Scott TenEyck, Police Officer: The vacancy will be filled by promoting a Police Officer to Sergeant and filling the Police Officer position with a new officer.
 - Approximate two year savings = \$44,637
 - 1% payout per VSIP = \$12,526.59
 - Separation date of December 29, 2017
9. Sharon Simon, Heavy Equipment Operator: The vacancy will be re-filled:
 - Approximate two year savings = \$28,850
 - 1% payout per VSIP = \$17,026.05

- Separation date of December 29, 2017

10. Jayne Morse, Receptionist/Administrative Support: The vacancy will be re-filled:

- Approximate two year savings = \$21,552
- 1% payout per VSIP = \$6,074.64
- Separation date of December 29, 2017

Mrs. Tosi said the VSIP creates an opportunity for the employee to separate employment by providing financial assistance as well as creating the opportunity for the City for internal promotional opportunities, restructuring and personnel savings. Once the Council authorizes these final ten agreements the VSIP will no longer be offered unless the Council authorizes it in the future.

Council Member Edinger asked how many years of service the City will lose with these separations. Mrs. Tosi did not have this number at the time of the meeting but later reported that the City will be losing 479 total years of service with the 19 employees separating (average of 25 years per employee).

MOTION: by Evans, seconded by Edinger, to recommend that Council adopt Resolution No. 16-048 approving 10 employee Voluntary Separation Incentive Program agreements. Motion Carried.

The meeting adjourned at 12:06 p.m.

Respectfully submitted,

Juanita Knight
Recording Secretary

**PUBLIC WORKS COMMITTEE
MINUTES
September 12, 2016
4:00 p.m., Library Community Room**

COMMITTEE MEMBERS PRESENT

Councilmember Woody McEvers
Councilmember Dan Gookin
Councilmember Dan English

STAFF PRESENT

Mike Becker, Wastewater Proj. Mgr.
Randy Adams, Deputy City Attorney
Amy Ferguson, Executive Asst.
Sam Taylor, Deputy City Admin.
Jim Hammond, City Administrator

**Item 1 Government Way – Amendment #1 for Additional Professional Engineering
Services with Welch Comer & Associates, Inc.
Consent Calendar**

Mike Becker, Wastewater Utility Project Manager, presented a request for council approval of Agreement Amendment #1 with Welch Comer & Associates, Inc., for additional professional engineering services for the Government Way Project at an additional cost of \$15,000.

Mr. Becker stated in his staff report that Welch Comer is presently under contract to provide Professional Engineering Services for the roadway improvements on Government Way between Prairie Avenue & Hanley, cross roads and Aqua Circle. With the departure of the City Engineering, staff asked Welch Comer to pick up some of the Critical Path items to keep the project moving forward as to not lose the Project's Grant funding. This added work was not included within the original Welch Comer scope of work. Amendment #1 is a Time and Materials agreement not to exceed \$15,000. Mr. Becker noted that the funds for this request would come from Impact Fees in the general fund.

Councilmember English asked for an explanation of the Government Way project. Mr. Becker said that it is basically a utilities extension of services up the Government Way corridor, as well as hard surface improvements, such as widening Government Way, sidewalks, and appropriate stormwater mitigation. He explained that staff is able to fill in some of the pieces for the project, but they needed to have the professional expertise to take the project to the finish line. Mr. Becker said that he anticipates that the new city engineer will be in place by the time that additional professional opinions are needed to move forward with the project.

Mr. Becker also confirmed that staff does not believe it is a conflict of interest for Welch Comer. He noted that ordinarily in other cases cities have been known to hire companies to acquire right of ways and easements for them. Staff believes that the former city engineer was handling most of that work himself and they have simply taken that work and distributed it out to Welch Comer. It made sense to proceed forward with the consultant hired for the project in that they will still get the same level of service from the consultant to get a final product.

Councilmember McEvers asked if there was any way that this request will go over budget. Mr. Becker said that they are not anticipating it at this time as there are only a few items left remaining. He noted that the project remains the same, but the responsibilities that were not in Welch Comer's original estimate since they were covered by the city engineer are now back in Welch Comer's scope of work.

MOTION: Motion by English, seconded by McEvers, to recommend that Council approve Resolution 16-048, authorizing an agreement with Welch Comer & Associates for additional professional engineering services for the Government Way project. Motion carried.

**Item 2 Ironwood – US 95 Intersection Improvements (Res. 15-058) – Amendment #3 for
Consent Calendar
Additional Professional Engineering Services with J-U-B Engineers, Inc.**

Mike Becker, Wastewater Utility Project Manager, presented a request for council approval of Amendment #3 for Additional Professional Engineering Services for the Ironwood – US 95 Intersection Improvements at an additional cost of \$10,000.

Mr. Becker stated in his staff report that JUB is presently under contract to provide Professional Engineering Services for the roadway improvements at the Ironwood – 95 (Lincoln) and Emma and 95 (Lincoln) intersections. With the departure of the City Engineering, staff asked JUB Engineers to pick up some of the Critical Path items to keep the project moving forward as to not lose the Project's Grant funding. This added work was not included in the original scope of work. Amendment #3 is a Time and Materials agreement not to exceed \$10,000.

Mr. Becker noted that this is the same kind of agreement as the Welch Comer Agreement discussed above. J-U-B has already successfully completed a conditional right of way agreement that was one of the necessary steps for ITD to secure the grant money. The additional cost will be covered by Impact Fees. Mr. Becker commented that the items in the Amendment #3 were outside of J-U-B's scope of work and they needed some help to get to the finish line under a time crunch. This agreement just formalizes the work that was done.

Councilmember English asked what the target date was for this project. Mr. Becker said that by completing the conditional right of way certification they now have some breather room for the project to begin in March.

MOTION: Motion by English, seconded by McEvers, to recommend council approve Resolution 16-048, authorizing a Professional Engineering Services Agreement Amendment #3 with J-U-B Engineers, Inc. for additional professional engineering services for the Ironwood – US 95 Intersection Improvements.

DISCUSSION: Councilmember McEvers asked if there was a conflict of interest. Mr. Becker said that there was no conflict of interest and that staff is paying attention to what both consulting firms are doing and directing them accordingly for the work loan. He noted that staff is stepping up where they can, but since J-U-B was hired to run with the project, they are familiar with some things that Since they were hired to run with the project, they are familiar with some things that staff is not sure about.

Motion carried.

**Item 3 Professional Engineering Services Agreement – Lake City Engineering
Consent Calendar**

Mike Becker, Wastewater Utility Project Manager, presented a request for council approval of a Professional Services Agreement with Lake City Engineering, Inc. for providing city Professional

Engineering and Surveying Services on miscellaneous ongoing projects and on projects when conflicts of interest occur between JUB Engineers and Welch Comer & Associates.

Mr. Becker stated that in his staff report that the city has already executed contracts with JUB and Welch Comer for city Professional Engineering and Surveying Services. These services include ongoing city projects, development and plat review, construction services and other miscellaneous engineering and surveying needs. This contract with Lake City Engineering will supplement these services as well as cover the costs associated with conflicts of interest matters without delays associated with searching and securing another firm to represent the city.

Mr. Becker said that this agreement for professional engineering services is not project specific. He noted that whenever the city has development reviews and survey information that needs to be reviewed, they are required to either have a city engineer or qualified licensed professional engineering under contract review the information. They want to spread the work out among local firms, and there are occasionally conflicts of interest. Lake City Engineering has met the criteria and they have an existing contract with the city. Mr. Becker commented that they aren't asking for any additional money, just asking for permission to have a third engineering firm involved. They already have work set aside for Lake City Engineering, who will be able to assist in helping resolve critical path items where there is a conflict of interest. Staff is policing how much work is being distributed and will make sure that they stay within the \$25,000 budget. Mr. Becker said that they do anticipate additional work coming down the pipeline, but believe that the new city engineering will be able to help alleviate some of that burden. Mr. Becker confirmed that all three firms have to share in the combined dollar amount of \$25,000, and that staff is trying to provide the same level of service that the city has always provided the development community and they are keeping an open line of communication with everyone.

Mr. Becker explained the review process and noted that staff is still doing redline comments, but instead of giving it to the city engineering, Mr. Becker is taking the project to the consultants and walking them through it. Staff is not commenting or rendering an opinion or judgment that would fall upon an engineer, but they are simply pointing out the compliance to the code standards and any policies that apply.

MOTION: Motion by English, seconded by McEvers, to recommend council approve Resolution 16-048, authorizing a Professional Engineering Services Agreement with Lake City Engineering, Inc. for providing city Professional Engineering and Surveying Services on miscellaneous ongoing projects and on projects when conflicts of interest occur between J-U-B Engineers and Welch Comer & Associates.

Motion carried.

The meeting adjourned at 4:24 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison

RESOLUTION NO. 16-048

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVING THE DESTRUCTION OF RECORDS IN THE FIRE, WATER, FINANCE AND MUNICIPAL SERVICES DEPARTMENTS; APPROVING EMPLOYEE VOLUNTARY SEPARATION INCENTIVE AGREEMENTS WITH RAYMOND KENDALL, GLENN LAUPER, JAMIE MCDANIEL, RICH CARNS, KEVIN JOHNSON, DIANE MELCHOIRE, STEVE CHILDERS, SCOTT TENEYCK, SHARON SIMON, AND JAYNE MORSE; APPROVING AMENDMENT NO. 1 TO THE AGREEMENT (ADOPTED PER RESOLUTION NO. 12-014) WITH WELCH COMER & ASSOCIATES, INC. FOR ADDITIONAL PROFESSIONAL ENGINEERING SERVICES FOR THE GOVERNMENT WAY PROJECT; APPROVING SUPPLEMENT NO. 3 TO THE AGREEMENT (ADOPTED PER RESOLUTION NO. 15-058) WITH J-U-B ENGINEERS, INC. FOR ADDITIONAL PROFESSIONAL ENGINEERING SERVICES FOR IRONWOOD – US 95 INTERSECTION IMPROVEMENTS; APPROVING AN AGREEMENT WITH LAKE CITY ENGINEERING, INC. FOR CITY OF COEUR D'ALENE 2016 PROFESSIONAL ENGINEERING SERVICES AND APPROVING COEUR D'ALENE PLACE 27TH ADDITION FINAL PLAT APPROVAL, ACCEPTANCE OF IMPROVEMENTS, MAINTENANCE/WARRANTY AGREEMENT AND SECURITY (S-3-12).

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 F” and by reference made a part hereof as summarized as follows:

- A) Approving the destruction of records in the Fire, Water, Finance and Municipal Services Departments;
- B) Approving employee Voluntary Separation Incentive Agreements with Raymond Kendall, Glenn Lauper, Jamie McDaniel, Rich Carns, Kevin Johnson, Diane Melchoire, Steve Childers, Scott TenEyck, Sharon Simon, and Jayne Morse;
- C) Approving Amendment No. 1 to the Agreement (adopted per Resolution No. 12-014) with Welch Comer & Associates, Inc. for Additional Professional Engineering Services for the Government Way Project;
- D) Approving Amendment No. 3 to the Agreement (adopted per Resolution No. 15-058) with J-U-B Engineers, Inc. for Additional Professional Engineering Services for Ironwood – US 95 Intersection Improvements;
- E) Approving an Agreement with Lake City Engineering, Inc. for City of Coeur d'Alene 2016 Engineering services;

- F) Approving Coeur d'Alene Place 27th Addition Final Plat Approval, Acceptance of Improvements, Maintenance/Warranty Agreement and Security (S-3-12);

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 F" 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 20th 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 _____.

MEMORANDUM

DATE: SEPTEMBER 12, 2016

TO: CITY COUNCIL

FROM: RENATA MCLEOD, MUNICIPAL SERVICES DIRECTOR

RE: REQUEST FOR DESTRUCTION OF RECORDS

DECISION POINT:

Would the City Council approve the destruction of certain public records?

HISTORY:

The Fire Department has requested that semi-permanent Grant Management files prior to 2011 be destroyed. This is an effort to provide more storage space as well as it has exceeded the time required to maintain them and their useful life has been exhausted.

The Water Department has requested the destruction of several temporary files dating from 2004 to 2013 in accordance with their records retention schedule. See attached list.

The Finance Department has requested the destruction of several temporary files dating from 2005 to 2013 in accordance with their records retention schedule. See attached list.

The Municipal Services Department several temporary records prior to 2014 and semi-permanent records regarding Home Occupation permits, business licenses and various annual permits prior to 2011. See attached list.

PERFORMANCE ANALYSIS: Because of the lack of storage space, records are routinely reviewed to determine if the necessity of maintaining the record is warranted. Because the attached list of records has exceeded the time required to maintain them and their useful life has been exhausted, it is necessary to purge these files in order to maintain storage space for future records.

DECISION POINT: To authorize staff to proceed with the destruction of records as listed pursuant to I.C. 50-907 and 50-908.

REQUEST FOR DESTRUCTION OF RECORDS
DEPARTMENT: **WATER**
DATE: 8/15/16

RECORD DESCRIPTION	TYPE OF RECORD (Perm./Semi-P/Temp)	DATES OF RECORDS (From - To)
Billing Summaries	Temp	FY 03/04-06/07- 07/08-09/10-11/12
Locates	Temp	2011-2013
Service Work Orders	Temp	2003
Call Out Slips	Temp	2007-2013
Fax Journal Reports	Temp	2011-2013
Copier Monthly Reports	Temp	2005-2013
Meter Reading Route Sheets	Temp	2005-2010
Timesheets	Temp	2004-2013
Packing Slips/Acknowledgements	Temp	2003-2010
Meter Consumption Reports	Temp	1992-1999

REQUEST FOR DESTRUCTION OF RECORDS
DEPARTMENT: **FINANCE**
DATE: 08/16/2016

RECORD DESCRIPTION	TYPE OF RECORD (Perm./Semi-P/Temp)	DATES OF RECORDS (From - To)
Accounts payable – check registers, proof lists and journal entries	Temporary	05/05 to 09/12
Accounts payable – check request vouchers showing vendor names and voucher amounts	Temporary	10/09 – 09/12
Parking tickets	Temporary	2009
Payment stubs	Temporary	10/11 – 09/2013
Expense, Revenue & trial balance	Temporary	10/02 – 09/03
Utility billing registers	Temporary	10/05 – 09/06

REQUEST FOR DESTRUCTION OF RECORDS

DEPARTMENT: **MUNICIPAL SERVICES**

Date: August 30, 2016

RECORD DESCRIPTION	TYPE OF RECORD (Perm/Semi-P/Temp)	DATES OF RECORDS (From – To)
Home Occupations	Semi- Permanent	Prior to 2011
Business Licenses	Semi-Permanent	2009 to 2011
BID packets	Temporary	Prior to 2014
Bonds and Insurance	Temporary	Prior to 2014
Annual permits	Semi-Permanent	Prior to 2011
Childcare commission applications/Mayors Award evaluations sheets	Temporary	Prior to 2014
Information requests	Temporary	Prior to 2014
Request for reimbursement	Temporary	2001 to 2013

REQUEST FOR DESTRUCTION OF RECORDS

DEPARTMENT: **FIRE**

Date: August 30, 2016

RECORD DESCRIPTION	TYPE OF RECORD (Perm/Semi-P/Temp)	DATES OF RECORDS (From – To)
Grant Management files	Semi- Permanent	Prior to 2011

To: Mayor and Council

From: Melissa Tosi; Human Resources Director

Re: Voluntary Separation Incentives

Date: September 20, 2016

Decision Point: The City Council is requested to approve the Voluntary Separation Incentives for the below final 10 employees.

History: In May 2016, Council approved the Voluntary Separation Incentive Program (VSIP) allowing departments an opportunity to strategically plan their future resources while realizing financial savings. The VSIP criteria approved is as follows:

- Employee must voluntarily separate by December 31, 2017;
- After final approval, the separation date is irrevocable;
- Employee must be employed with the City of Coeur d'Alene in a position that includes benefits;
- A minimum of \$20,000 in total savings in the first 2 years of separation;
- Employee would not be eligible for the Retirement Consultation Benefit in the Personnel Rules;
- 1% per year of service payout based on employees base annual wage;
- 75% of the employees eligible total leave payout (vacation, sick and comp-time) will be contributed to the employees HRA/VEBA plan (tax-free plan);
- Employee agrees to opt out of medical insurance coverage with the City of Coeur d'Alene.

In the past, the use of the VSIP has been an effective tool for the city. Approved separation incentives have resulted in significant labor cost reductions. In addition to reducing labor costs, these resulting vacancies enable the city to reexamine existing organizational structures and plan for future succession development.

Financial Analysis: The City received 22 "Notice of Intent to Participate" forms and a total of 19 employees have signed final agreements. The 2 year wage savings for the 19 employees after deducting the 1% payout is an estimated \$580,578. In addition, the City will be losing 479 total years of service with the 19 employees separating (average of 25 years per employee). The details below are for the final group of 10 employees.

1. Raymond Kendall, Building Inspector/Plans Examiner: The vacancy will be re-filled:
 - Approximate two year savings = \$33,030
 - 1% payout per VSIP = \$6,696.98
 - Separation date of December 29, 2017
2. Glenn Lauper, Deputy Fire Chief: The vacancy will be filled by promoting up the ranks from within:
 - Approximate two year savings = \$73,270
 - 1% payout per VSIP = \$21,683.64
 - Separation date of December 30, 2017

3. Jamie McDaniel, Fire Executive Assistant: The vacancy will be re-filled:
 - Approximate two year savings = \$27,076
 - 1% payout per VSIP = \$18,615.17
 - Separation date of December 29, 2017
4. Rich Carns, Fire Engineer: The vacancy will be filled by promoting a Firefighter to Engineer and filling the Firefighter position with a new recruit.
 - Approximate two year savings = \$35,006
 - 1% payout per VSIP = \$16,483.67
 - Separation date of December 31, 2017
5. Kevin Johnson, Utility Worker II: The vacancy will be re-filled:
 - Approximate two year savings = \$28,850
 - 1% payout per VSIP = \$19,154.30
 - Separation date of December 29, 2017
6. Diane Melchiorre, Water Administrative Assistant: The vacancy will be re-filled:
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 - Separation date of December 29, 2017
7. Steve Childers, Police Captain: The vacancy will be re-filled:
 - Approximate two year savings = \$70,803
 - 1% payout per VSIP = \$31,909.70
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8. Scott TenEyck, Police Officer: The vacancy will be filled by promoting a Police Officer to Sergeant and filling the Police Officer position with a new officer.
 - Approximate two year savings = \$44,637
 - 1% payout per VSIP = \$12,526.59
 - Separation date of December 29, 2017
9. Sharon Simon, Heavy Equipment Operator: The vacancy will be re-filled:
 - Approximate two year savings = \$28,850
 - 1% payout per VSIP = \$17,026.05
 - Separation date of December 29, 2017
10. Jayne Morse, Receptionist/Administrative Support: The vacancy will be re-filled:
 - Approximate two year savings = \$21,552
 - 1% payout per VSIP = \$6,074.64
 - Separation date of December 29, 2017

Performance Analysis: The VSIP creates an opportunity for the employee to separate employment by providing financial assistance as well as creating the opportunity for the City for internal promotional opportunities, restructuring and personnel savings. This final group of 10 employees will conclude the 2016 Voluntary Separation Incentive Program.

Recommendation: The City Council is requested to approve the above mentioned separation incentives.



Date: June 27, 2016

To: Raymond Kendall; Building Inspector/Plans Examiner

From: Melissa Tosi; Human Resources Director

Re: Separation Incentive

Your interest to participate in the current separation incentive has been accepted as you meet the required criteria. The following terms are agreed upon by the employee and the City of Coeur d'Alene. Please review the information below that pertains to your separation incentive.

- Separation Date: **December 29, 2017**
- 1% per year of service payout based on employees base annual wage:

Base Hourly Wage	Base Annual Wage	1% of Annual Base Wage	Years of Service	1% x yrs of service
\$ 29.27	\$ 60,881.60	\$ 608.82	11	\$ 6,696.98

- 75% of employees eligible total leave payout will be contributed to HRA/VEBA plan:
(illustrative only, leave hours based on June 16th leave totals)

Vacation Hours	Sick Hours	Comp-Time Hours	Total Hours	Hourly Wage	Total Leave Payout
401	290.50	39.75	731.25	\$ 29.27	\$ 21,403.69

75% to VEBA \$ 16,052.77
25% Taxable \$ 5,350.92

Sick Hours (current)	Sick Hours (banked)	Total Sick Hours	35% per Option 2
805	25	830	290.50

- Employee (and eligible dependents) agree to opt out of medical insurance coverage with the City of Coeur d'Alene.

By signing below, I agree to and accept the conditions of the Voluntary Separation Incentive Program (VSIP). I understand that participating in the VSIP program is voluntary and subject to the approval of the City Administrator, Mayor and Council.

Employee Signature

Date



Date: July 11, 2016

To: Glenn Lauper; Deputy Fire Chief

From: Melissa Tosi; Human Resources Director

Re: Separation Incentive

Your interest to participate in the current separation incentive has been accepted as you meet the required criteria. The following terms are agreed upon by the employee and the City of Coeur d'Alene. Please review the information below that pertains to your separation incentive.

- Separation Date: **December 30, 2017**
- 1% per year of service payout based on employees base annual wage:

Monthly Base Salary	Annual Base Salary	1% of Annual Base Salary	Years of Service	1% x yrs of service
\$ 8,604.62	\$ 103,255.44	\$ 1,032.55	21	\$ 21,683.64

- 75% of employees eligible total leave payout will be contributed to HRA/VEBA plan:

Vacation Hours	Sick Hours	Total Hours	Hourly Wage	Total Leave Payout
363	509.84	872.84	\$ 49.76	\$ 43,432.52



75% to VEBA \$ 32,574.39
25% Taxable \$ 10,858.13

Sick Hours (banked)	Sick Hours (current)	Total Sick Hours	41% per contract
438.5	805	1243.5	509.84

- Employee (plus covered dependents) agree to opt out of medical insurance coverage with the City of Coeur d'Alene.

If the employee decides to retire before December 30, 2017, the provisions of this agreement outside of the separation date will still be in place provided the employee gives adequate notice.

By signing below, I agree to and accept the conditions of the Voluntary Separation Incentive Program (VSIP). I understand that participating in the VSIP program is voluntary and subject to the approval of the City Administrator, Mayor and Council.

Employee Signature

Resolution No. 16-048

Date

8-18-2016

JUL 18 2015

Exhibit "B"



Date: June 24, 2016

To: Jamie McDaniel; Executive Assistant

From: Melissa Tosi; Human Resources Director

Re: Separation Incentive

Your interest to participate in the current separation incentive has been accepted as you meet the required criteria. The following terms are agreed upon by the employee and the City of Coeur d'Alene. Please review the information below that pertains to your separation incentive.

→ Separation Date: **December 29, 2017**

→ 1% per year of service payout based on employees base annual wage:

Hourly Wage	Annual Wage	1% of Annual Wage	Years of Service	1% x yrs of service
\$ 27.12	\$ 56,409.60	\$ 564.10	33	\$ 18,615.17

→ 75% of employees eligible total leave payout will be contributed to HRA/VEBA plan:

Vacation Hours	Sick Hours	Total Hours	Hourly Wage	Total Leave Payout
424	240.00	664.00	\$ 27.12	\$ 18,007.68

75% to VEBA \$ 13,505.76
25% Taxable \$ 4,501.92

Sick Hours (current)	1/3 or max of 240 hrs
762	253.75

→ Employee (plus covered dependents) agree to opt out of medical insurance coverage with the City of Coeur d'Alene.

If the employee decides to retire before December 29, 2017, the provisions of this agreement outside of the separation date will still be in place provided the employee gives adequate notice.

By signing below, I agree to and accept the conditions of the Voluntary Separation Incentive Program (VSIP). I understand that participating in the VSIP program is voluntary and subject to the approval of the City Administrator, Mayor and Council.

Resolution No. 16-048
Employee Signature

Date

JUL 18 2015
Exhibit "B"



Date: June 24, 2016
To: Rich Carns; Fire Engineer
From: Melissa Tosi; Human Resources Director
Re: Separation Incentive

Your interest to participate in the current separation incentive has been accepted as you meet the required criteria. The following terms are agreed upon by the employee and the City of Coeur d'Alene. Please review the information below that pertains to your separation incentive.

- Separation Date: **December 31, 2017**
- 1% per year of service payout based on employees base annual wage:

Hourly Wage	Annual Salary	1% of Annual Salary	Years of Service	1% x yrs of service
\$ 25.73	\$ 74,925.76	\$ 749.26	22	\$ 16,483.67

- 75% of employees eligible total leave payout will be contributed to HRA/VEBA plan:


Vacation Hours	Sick Hours	Total Hours	Hourly Wage	Total Leave Payout
324	1940.33	2264.33	\$ 26.59	\$ 60,208.40

75% to VEBA \$ 45,156.30
25% Taxable \$ 15,052.10

Sick Hours (banked)	Sick Hours (current)	Total Sick Hours	41% per contract
3156.5	1576	4732.5	1940.33

- Employee (plus covered dependents) agree to opt out of medical insurance coverage with the City of Coeur d'Alene.

By signing below, I agree to and accept the conditions of the Voluntary Separation Incentive Program (VSIP). I understand that participating in the VSIP program is voluntary and subject to the approval of the City Administrator, Mayor and Council.


Employee Signature

B-26-16
Date



Date: June 27, 2016
To: Kevin Johnson; Utility Worker II
From: Melissa Tosi; Human Resources Director
Re: Separation Incentive

Your interest to participate in the current separation incentive has been accepted as you meet the required criteria. The following terms are agreed upon by the employee and the City of Coeur d'Alene. Please review the information below that pertains to your separation incentive.

- Separation Date: **December 29, 2017**
- 1% per year of service payout based on employees base annual wage:

Base Hourly Wage	Base Annual Wage	1% of Annual Base Wage	Years of Service	1% x yrs of service
\$ 25.58	\$ 53,206.40	\$ 532.06	36	\$ 19,154.30

- 75% of employees eligible total leave payout will be contributed to HRA/VEBA plan:
(illustrative only, leave hours based on July 1st leave totals)

Vacation Hours	Sick Hours	Total Hours	Hourly Wage	Total Leave Payout
395	240.00	635.00	\$ 25.58	\$ 16,243.30

75% to VEBA \$ 12,182.48
25% Taxable \$ 4,060.83

Sick Hours (current)	1/3 or max of 240 hrs
796	265.07

- Employee agrees to opt out of medical insurance coverage with the City of Coeur d'Alene.

By signing below, I agree to and accept the conditions of the Voluntary Separation Incentive Program (VSIP). I understand that participating in the VSIP program is voluntary and subject to the approval of the City Administrator, Mayor and Council.


Employee Signature

8/31/16
Date



Date: June 27, 2016

To: Diane Melchiorre; Administrative Support

From: Melissa Tosi; Human Resources Director

Re: Separation Incentive

Your interest to participate in the current separation incentive has been accepted as you meet the required criteria. The following terms are agreed upon by the employee and the City of Coeur d'Alene. Please review the information below that pertains to your separation incentive.

- Separation Date: **December 29, 2017**
- 1% per year of service payout based on employees base annual wage:

Base Hourly Wage	Base Annual Wage	1% of Annual Base Wage	Years of Service	1% x yrs of service
\$ 25.58	\$ 53,206.40	\$ 532.06	27	\$ 14,365.73

- 75% of employees eligible total leave payout will be contributed to HRA/VEBA plan:
(illustrative only, leave hours based on July 1st leave totals)

Vacation Hours	Sick Hours	Comp-Time Hours	Total Hours	Hourly Wage	Total Leave Payout
387	240.00	7.50	634.50	\$ 25.58	\$ 16,230.51

75% to VEBA	\$ 12,172.88
25% Taxable	\$ 4,057.63

Sick Hours (current)	1/3 or max of 240 hrs
794.75	264.65

- Employee agrees to opt out of medical insurance coverage with the City of Coeur d'Alene.

By signing below, I agree to and accept the conditions of the Voluntary Separation Incentive Program (VSIP). I understand that participating in the VSIP program is voluntary and subject to the approval of the City Administrator, Mayor and Council.

Diane Melchiorre
Employee Signature

8-31-16
Date

AUG 24 2015



Department of Human Resources

Date: June 27, 2016
 To: Steve Childers; Police Captain
 From: Melissa Tosi; Human Resources Director
 Re: Separation Incentive

Your interest to participate in the current separation incentive has been accepted as you meet the required criteria. The following terms are agreed upon by the employee and the City of Coeur d'Alene. Please review the information below that pertains to your separation incentive.

→ Separation Date: **December 29, 2017**

→ 1% per year of service payout based on employees base annual wage:

Monthly Base Salary	Annual Base Salary	1% of Annual Base Salary	Years of Service	1% x yrs of service
\$ 9,496.92	\$ 113,963.04	\$ 1,139.63	28	\$ 31,909.65

→ 75% of employees eligible total leave payout will be contributed to HRA/VEBA plan:

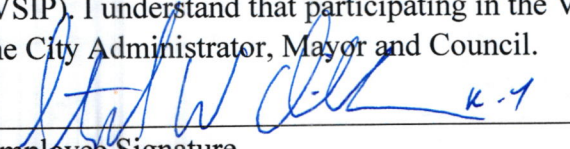
Vacation Hours	Sick Hours	Total Hours	Hourly Wage	Total Leave Payout
418.2	240.00	658.20	\$ 55.03	\$ 36,220.75

75% to VEBA \$ 27,165.56
 25% Taxable \$ 9,055.19

Sick Hours (current)	1/3 or max of 240 hrs
805	268.07

→ Employee agrees to opt out of medical insurance coverage with the City of Coeur d'Alene.

By signing below, I agree to and accept the conditions of the Voluntary Separation Incentive Program (VSIP). I understand that participating in the VSIP program is voluntary and subject to the approval of the City Administrator, Mayor and Council.


 Employee Signature

8-23-16
 Date



Date: June 27, 2016
To: Scott TenEyck; Police Sergeant
From: Melissa Tosi; Human Resources Director
Re: Separation Incentive

Your interest to participate in the current separation incentive has been accepted as you meet the required criteria. The following terms are agreed upon by the employee and the City of Coeur d'Alene. Please review the information below that pertains to your separation incentive.

- Separation Date: **December 29, 2017**
- 1% per year of service payout based on employees base annual wage:

Base Hourly Wage	Base Annual Wage	1% of Annual Base Wage	Years of Service	1% x yrs of service
\$ 37.64	\$ 78,291.20	\$ 782.91	16	\$ 12,526.59

- 75% of employees eligible total leave payout will be contributed to HRA/VEBA plan:
(illustrative only, leave hours based on June 16th leave totals)

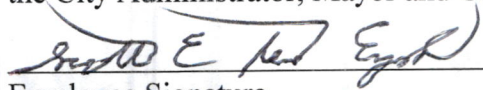
Vacation Hours	Sick Hours	Comp-Time Hours	Total Hours	Hourly Wage	Total Leave Payout
138.49	240.00	16.40	394.89	\$ 37.64	\$ 14,863.66

<u>75% to VEBA</u>	\$ 11,147.74
<u>25% Taxable</u>	\$ 3,715.91

Sick Hours (current)	1/3 or max of 240 hrs
760.58	253.27

- Employee agrees to opt out of medical insurance coverage with the City of Coeur d'Alene.

By signing below, I agree to and accept the conditions of the Voluntary Separation Incentive Program (VSIP). I understand that participating in the VSIP program is voluntary and subject to the approval of the City Administrator, Mayor and Council.


Employee Signature

08/05/16
Date



Date: June 27, 2016
To: Sharon Simon; Heavy Equipment Operator
From: Melissa Tosi; Human Resources Director
Re: Separation Incentive

Your interest to participate in the current separation incentive has been accepted as you meet the required criteria. The following terms are agreed upon by the employee and the City of Coeur d'Alene. Please review the information below that pertains to your separation incentive.

→ Separation Date: **December 29, 2017**

→ 1% per year of service payout based on employees base annual wage:
(illustrative only, base salary based on June 2016 totals.)

Base Hourly Wage	Base Annual Wage	1% of Annual Base Wage	Years of Service	1% x yrs of service
\$ 25.58	\$ 53,206.40	\$ 532.06	32	\$ 17,026.05

→ 75% of employees eligible total leave payout will be contributed to HRA/VEBA plan:
(illustrative only, leave hours based on June 16th leave totals)

Vacation Hours	Sick Hours	Comp-Time Hours	Total Hours	Hourly Wage	Total Leave Payout
94.25	184.65	0.00	278.90	\$ 25.58	\$ 7,134.26

	Sick Hours (current)	1/3 or max of 240
	554.5	184.65

75% to VEBA	\$ 5,350.70
25% Taxable	\$ 1,783.57

→ Employee agrees to opt out of medical insurance coverage with the City of Coeur d'Alene.

By signing below, I agree to and accept the conditions of the Voluntary Separation Incentive Program (VSIP). I understand that participating in the VSIP program is voluntary and subject to the approval of the City Administrator, Mayor and Council.

Employee Signature

Date

7-20-2016



Date: August 31, 2016
To: Jayne Morse; Receptionist/Administrative Support
From: Melissa Tosi; Human Resources Director
Re: Separation Incentive

Your interest to participate in the current separation incentive has been accepted as you meet the required criteria. The following terms are agreed upon by the employee and the City of Coeur d'Alene. Please review the information below that pertains to your separation incentive.

- Separation Date: **December 29, 2017**
- 1% per year of service payout based on employees base annual wage:

Base Hourly Wage	Base Annual Wage	1% of Annual Base Wage	Years of Service	1% x yrs of service
\$ 19.47	\$ 40,497.60	\$ 404.98	15	\$ 6,074.64

- 75% of employees eligible total leave payout will be contributed to HRA/VEBA plan:
(illustrative only, leave hours based on July 1st leave totals)

Vacation Hours	Sick Hours	Total Hours	Hourly Wage	Total Leave Payout
238.35	240.00	478.35	\$ 19.47	\$ 9,313.47

75% to VEBA \$ 6,985.11
25% Taxable \$ 2,328.37

Sick Hours (current)	1/3 or max of 240 hrs
810	269.73

- Employee agrees to opt out of medical insurance coverage with the City of Coeur d'Alene.

By signing below, I agree to and accept the conditions of the Voluntary Separation Incentive Program (VSIP). I understand that participating in the VSIP program is voluntary and subject to the approval of the City Administrator, Mayor and Council.

Jayne Morse
Employee Signature

8-8-16
Date

PUBLIC WORKS COMMITTEE STAFF REPORT

DATE: September 12, 2016
FROM: Mike Becker, Wastewater Utility Project Manager
SUBJECT: Government Way - Amendment #1 for Additional Professional Engineering Services with Welch Comer & Associates, Inc.

=====

DECISION POINT:

Council is requested to authorize staff to sign Agreement Amendment #1 with Welch Comer & Associates, Inc. (WC) 350 E. Kathleen Ave. Coeur d'Alene, ID 83814, for additional professional engineering services for the Government Way Project at an additional cost of \$15,000.

HISTORY:

WC is presently under contract to provide Professional Engineering Services for the roadway improvements on Government Way between Prairie Ave. & Hanley Ave, cross roads and Aqua Circle. With the departure of the City Engineer, Staff asked WC to pick up some of the Critical Path Items to keep the project moving forward as to not lose the Project's Grant funding. This added work was not included within the original WC scope of work.

FINANCIAL ANALYSIS:

With the approval of Amendment #1, funds will be transferred from impact fees to the Project Account #023-093-4499-7910 to cover the costs associated with the added work scope.

PERFORMANCE ANALYSIS:

Per Staff's request, WC has already assisted the City in Right-of-Way (ROW) and easement acquisition and moving forward with the Utility Agreement between AVISTA, Dalton Water Association (DWA), Frontier, etc. This Utility Agreement is required to satisfy ITD's Form 1983 Conditional ROW Certification ensuring all ROW is nearly secured including utilities for this project. This is one of the final pieces to ensure grant appropriations towards this project is completed this FY.

WC is coordinating sign removal on both sides of Government Way as well as coordination with Frontier Communications on overhead utility relocation and Avista Utilities on a major steel gas line installation within the project limits.

Amendment #1 is a Time and Materials agreement not to exceed \$15,000.

RECOMMENDATION:

Council is requested to authorize staff to sign Agreement Amendment #1 with Welch Comer & Associates, Inc. (WC) 350 E. Kathleen Ave. Coeur d'Alene, ID 83814, for additional professional engineering services for the Government Way Project at an additional cost of up to \$15,000.

AMENDMENT TO LOCAL PROFESSIONAL SERVICES AGREEMENT
Amendment No. 1

The Effective Date of this Amendment is: _____, 2016.

Background Data:

Effective Date of Owner-Engineer Agreement: _____ May 7, 2012 _____

Owner: _____ City of Coeur d'Alene, Idaho _____

Engineer: _____ Welch Comer & Associates, Inc. _____

Project: _____ Government Way, Hanley to Prairie _____

Nature of Amendment:

 X Additional Services to be performed by Engineer

 X Modifications of payment to Engineer

Description of Modifications:

Additional Services

- Engineer will assist the City in Right-of-Way (ROW) and easement acquisition and moving forward with the Utility Agreement between Avista, Dalton Water Association (DWA), Frontier, etc.
- Engineer will coordinate sign removal on both sides of Government Way.
- Engineer will coordinate with Frontier Communications on overhead utility relocation and Avista Utilities on a major steel gas line installation within the project limits.
- Engineer will provide miscellaneous additional services related to the project.

Payment to Engineer

- An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and Engineer's consultants' charges, if any.
- Engineer's Standard Hourly Rates are attached as Appendix 1.
- The total compensation for Services and reimbursable expenses shall not exceed \$15,000 without prior written approval.

Agreement Summary:

Original agreement amount:	\$466,000
Net change for prior amendments:	\$ 0
This amendment amount:	\$ 15,000
Adjusted Agreement amount:	\$481,000

Exhibit K – Amendment to Owner-Engineer Agreement.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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and American Society of Civil Engineers. All rights reserved.

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

By: _____

By:  _____

Print name: _____

Print name: Philip F. Boyd, P.E. _____

Title: _____

Title: President _____

Date Signed: _____

Date Signed: 8/9/16 _____

This is Appendix 1, Engineer's Standard Hourly Rates, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated September, 2016.

Engineer's Standard Hourly Rates

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

B. *Schedule of Hourly Rates:*

Principal Engineer	\$165.00/hour
Principal Engineer	155.00/hour
Project Development Engineer	150.00/hour
Sr. Project Manager	139.00/hour
Project Manager	130.00/hour
Engineer V	130.00/hour
Engineer IV	120.00/hour
Engineer, PhD	250.00/hour
Engineer III	115.00/hour
Engineer II	108.00/hour
Engineer I	95.00/hour
Engineer Assistant	60.00/hour
Sr. Engineer Tech II	<u>90.00/hour</u>
Sr. Engineer Tech I	<u>85.00/hour</u>
Professional Land Surveyor II	<u>140.00/hour</u>
Professional Land Surveyor I	<u>125.00/hour</u>
Crew Chief II	<u>100.00/hour</u>
Crew Chief I	<u>95.00/hour</u>
Crew Member	<u>80.00/hour</u>
Survey Technician II	<u>100.00/hour</u>
Survey Technician I	<u>95.00/hour</u>
Cad Technician III	<u>85.00/hour</u>
Cad Technician II	<u>80.00/hour</u>
Cad Technician I	<u>70.00/hour</u>
Sr. Project Administrator	<u>75.00/hour</u>
Project Administrator	<u>65.00/hour</u>
Sr. Administrative Assistant	<u>55.00/hour</u>
Administrative Assistant	<u>45.00/hour</u>
No Charge Services	<u>0.00/hour</u>

PUBLIC WORKS COMMITTEE STAFF REPORT

DATE: September 12, 2016
FROM: Mike Becker, Wastewater Utility Project Manager
SUBJECT: Ironwood - US 95 Intersection Improvements (Res 15-058) - Amendment #3 for Additional Professional Engineering Services with J-U-B Engineers, Inc.

=====

DECISION POINT:

Council is requested to authorize staff to sign Agreement Amendment #3 with J-U-B Engineers, Inc. 7825 Meadowlark Way, Coeur d'Alene, ID 83815, for additional professional engineering services for the Ironwood - US 95 Intersection Improvements at an additional cost of \$10,000.00.

HISTORY:

JUB is presently under contract to provide Professional Engineering Services for the roadway improvements at the Ironwood – 95 (Lincoln) and Emma and 95 (Lincoln) intersections. With the departure of the City Engineer, Staff asked J-U-B Engineers, to pick up some of the Critical Path Items to keep the project moving forward as to not lose the Project's Grant funding. This added work was not included in the original scope of work.

FINANCIAL ANALYSIS:

With the approval of Amendment #3, funds will be transferred from impact fees to the Project Account #023-122-4496-7900 to cover the costs associated with the added work scope.

PERFORMANCE ANALYSIS:

Per Staff's request, J-U-B has assisted the City in Right-of-Way (ROW) and easement acquisition, complete ITD form 1983 and prepare an Amendment to the City's, ITD's, Kootenai Health's existing Cooperative Agreement. Form 1983 is ITD's Conditional ROW Certification ensuring all ROW is nearly secured for this project and considered one of the final pieces to ensure grant appropriations towards this project. The amendment to the existing Cooperative Agreement will reflect the addition of the Emma Signal and budget changes.

Amendment #3 is a Time and Materials agreement not to exceed \$10,000.00.

RECOMMENDATION:

Council is requested to authorize staff to sign Agreement Amendment #3 with J-U-B Engineers, Inc. 7825 Meadowlark Way, Coeur d'Alene, ID 83815, for additional professional engineering services for the Ironwood - US 95 Intersection Improvements at an additional cost of \$10,000.00.

J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Authorization for Additional Services

CLIENT: City of Coeur d'Alene

Project Name: Ironwood – US95 Intersection Improvements, Supplemental #3

J-U-B Project Number: 20-15-066 Task 10

1. **Additional Services.** The following additional items of work on the project referenced above have been or will be provided by J-U-B ENGINEERS, Inc. (J-U-B). These Additional Services are a supplement to the scope of services contained in J-U-B's existing Agreement for Professional Services for this Project, dated October 20, 2015. All other TERMS AND CONDITIONS of said Agreement remain in full force and effect.

Additional Services: See attached Authorization for Additional Services #3, Attachment 1 – Task 10 Scope of Services and Basis of Fee

2. **Verbal Authorization by CLIENT, if Applicable.** J-U-B was verbally authorized by the CLIENT to provide these Additional Services by:

Name _____

Date _____

3. **Payment for Additional Services.** Unless otherwise noted below, J-U-B will provide these Additional Services on a time and materials basis, using J-U-B's standard billing rates or, if applicable, the billing rates established in the initial Agreement for Professional Services.

Other Basis for Payment:

Task 10 - \$10,000 Time and Materials, not to exceed.

4. **Schedule of Services.** Due to the Additional Services, the Schedule of Services to be performed under the original Agreement for Professional Services is modified as follows: (See attached).

Dated this _____ day of _____, 20_____

CLIENT

J-U-B ENGINEERS, Inc.

By: _____
Project Representative or Authorized Signatory for CLIENT

By: [Signature]
Project Representative or Authorized Signatory for J-U-B

Print or Type Name and Title

A. Jay Hassell, P.E., Project Manager
Print or Type Name and Title

J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Attachment 1 – Scope of Services

City of Coeur d’Alene, Idaho
Scope of Services
US-95, Ironwood Intersection, CDA,
ITD Key No. 19509

Background

Ironwood Drive and US-95 is a major intersection and gateway to the medical corridor that has developed west of US-95 on Ironwood Drive over the last several decades. This intersection currently experiences high levels of delay and a high volume of crashes. A study was performed of the area around the Kootenai Health medical campus to analyze current traffic conditions, future anticipated traffic conditions, and safety in and around the intersection. That study contained recommended design improvements to increase mobility and safety and to promote economic growth. Recommended improvements include new lane configurations, additional lanes where warranted, and improvements to the signal timing. This design project will prepare the construction plans and specifications for the recommended improvements. The project will include stormwater revisions, bike lanes, utility relocations, and right-of-way determination/acquisition.

Recommended Improvements and Project Description

The Ironwood Drive portion of the project generally begins 700 feet west of US-95 on Ironwood Drive and terminates 700 feet east of US-95 on Ironwood Drive. Planned design elements for Ironwood Drive at the intersection of US-95 include additional approach lanes; lane reconfiguration; signal replacement; and signal timing reconfiguration or recommendations. It also includes associated items such as utility relocation; new curb, gutter, and sidewalk; pavement restoration; and pedestrian (ADA) features. Improvements to US-95 approach legs will be only those required to accommodate and tie into revisions to Ironwood Drive.

In addition to the Ironwood Drive intersection improvements initiated by the transportation master plan for the Kootenai Health Campus, the US-95 and Emma Avenue signalization was part of the master plan. J-U-B ENGINEERS, Inc. (J-U-B) worked with Kootenai Health, Parkwood properties and the City to prepare a document and funding request to the Idaho Transportation Department (ITD) describing the need and background of the Emma Signal as determined in the transportation plan and the safety and mobility benefits of installing a signal at US-95 and Emma Avenue in Coeur d’Alene. This intersection has recently secured funding through ITD that expanded the ITD KN 19509 US-95, Ironwood Intersection project to include the intersection of US-95 and Emma Avenue. This intersection improvement construction project is funded by ITD.

Recommended improvements include a new signal, new lane configurations adding left turn lanes on Emma, widening on the westbound approach (north side only), and new pavement markings per the

exhibit submitted with the funding request, changing the two-way-left-turn lane on US-95 into left turn bays at Emma. This design project will prepare the ITD formatted construction plans and specifications for the recommended improvements and will include, identification of potential utility relocations, and right of way determination. Per the Cooperation Agreement, the City and Kootenai Health are funding the design and right-of-way acquisition. ITD is funding construction up to \$1,650,000.00 and the City and Kootenai Health are to fund the construction overage.

J-U-B ENGINEERS, Inc. is currently contracted with the City of Coeur d'Alene to prepare concept design, (30% design review), preliminary design (60% design review), final design (95% design review) and 100% bid package preparation (ITD formatted) PS&E package including plans, specifications and an engineer's opinion of cost, for both the Ironwood and Emma projects. The City, ITD, Kootenai Health, and Parkwood Properties are part of the review team and provided design review comments at the 30%, 60% and 95% phases of this project design. The final (100% ITD formatted) PS&E package including plans, specifications and an engineer's opinion of cost have been submitted to ITD and the construction of the project is tentatively scheduled for 2017 Construction Season. The project will be advertised and construction will be administered by ITD.

Per the City of Coeur d'Alene, ITD, and the Kootenai Health Cooperative Agreement, the City is to manage the right-of-way (ROW) process and obtain all ROW and easements required. The City was also to complete the ITD 1983 Form when the ROW acquisition and utility agreement were complete. The Total Ownership Maps or ROW plans will be provided by J-U-B. As a result of staff changes, the City is requesting J-U-B's assistance with ROW and easement acquisition, completion of the ITD 1983 Form, and preparation of an addendum to the City, ITD, Kootenai Health Cooperative Agreement to reflect the addition of the Emma Signal and budget changes all of which is outlined in the Scope of Work below:

Scope of Work

1. Project Administration

- 1.1 Monthly Invoices. Monthly invoices will be prepared to summarize work completed for each invoice period. The duration of the design for this Project is anticipated to be approximately three (3) months. Monthly project summaries will be provided to highlight work completed and the upcoming schedule for each time period.
- 1.2 Project Meetings. Project meetings will be conducted with the City staff on a bi weekly basis (two per month) basis to seek input and provide updates on the status of the project.

2. Right-of-Way and Easement Acquisition

- 2.1 Research, assemble and review previously prepared appraisals, deeds, and easements for seven (7) properties
- 2.2 Coordinate and meet with seven (7) properties owners to review deed and easement approval status.
- 2.3 Prepare Final Deed and Easement offers for two different property owners, and submit to owners. On behalf of the City negotiate the final purchase of the ROW and easements. (Five deed and easement packages have been prepared.)
- 2.4 Coordinate with City Staff, ITD and Kootenai Health project partners as needed.

2.5 Complete ITD Form 1983 as a conditional ROW certification and submit to City and ITD during ROW acquisition, and update the form and submit again as a final document at the end of right of acquisition.

3. Cooperative Agreement Amendment

3.1 Prepare addendum for the City, ITD, and Kootenai Health Cooperative Agreement to reflect the addition of the Emma Signal and budget changes.

3.1 Coordinate with the City, ITD and Kootenai Health representatives as needed to complete addendum to the Cooperative Agreement.

4. City/ITD Obligation funds.

4.1 Coordinate with ITD and City regarding the need to prepare and submit the City check in the amount of \$95,204.30 as the City's obligation funds for the project.

Basis of Fee

J-U-B shall provide services in connection with the terms and conditions of this Agreement and the CLIENT shall compensate the ENGINEER therefore as follows:

Task 1-4 Time and Materials Estimate	\$10,000
---	-----------------

Schedule

The team's goal is to have the ITD Form Right-of-Way Certification completed and City Obligation Funds submitted by Wednesday, August 31, 2016; the Amendment to the Cooperative Agreement completed by September 30, 2016; and the Right of Acquisition documents completed by November 30, 2016.

Additional Services

At this time, no services are anticipated to assist appraisers, City legal staff, or land acquisition specialists in condemnation proceeding for the seven parcels. Assisting the City or Cooperative Agreement partners with that work would be an additional service and likely require an overall schedule modification.

PUBLIC WORKS STAFF REPORT

DATE: September 12, 2016
FROM: Mike Becker, Wastewater Utility Project Manager
SUBJECT: Professional Engineering Services Agreement–Lake City Engineering

=====

DECISION POINT:

The City Council may wish to execute a Professional Services Agreement with Lake City Engineering, Inc. for providing City Professional Engineering and Surveying Services on miscellaneous ongoing projects and on projects when conflicts of interest occur between JUB Engineers and Welch Comer & Associates.

HISTORY:

In compliance with *Idaho Statue 67-2320*, the City established their own guidelines in securing a contract for professional services under \$25,000. Using the same guidelines, Lake City Engineering, Inc. (LCE) was selected. Presently, LCE has other contracts with the City and has demonstrated their qualifications, competence and expertise in the field of Engineering and Surveying as well as their immediate responsiveness and willingness in representing the City in the past. For that reason, Staff authorized LCE to draft a short form Time and Materials (T&M) contract outlining a reasonable and fair price to perform said Professional Services until the City Engineer position is filled or for the remainder of Fiscal Year 2015/2016.

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). Staff will regulate the distribution of work based on each firm's current workload and availability of staff.

PERFORMANCE ANALYSIS:

The City has already executed contracts with JUB and Welch Comer for City Professional Engineering and Surveying Services. These services include ongoing City projects, Development and Plat Review, Construction Services and other Miscellaneous Engineering and Surveying needs. This contract with LCE will supplement these services as well as cover the costs associated with conflicts of interest matters without delays associated with searching and securing another Firm to represent the City.

Presently, JUB represents Dalton Water Association. This creates a conflict of interest on the Government Way project currently under a Welch Comer Contract. A LCE contract will provide the City with an Idaho Professional Engineer acting on behalf of the City rendering engineering judgement and opinions without time delays associated with searching for another independent Professional Engineer.

RECOMMENDATION:

The City Council may wish to execute a Professional Services Agreement with Lake City Engineering, Inc. for providing City Professional Engineering and Surveying Services on miscellaneous ongoing projects and on projects when conflicts of interest occur between JUB Engineers and Welch Comer & Associates.

AGREEMENT

for

PROFESSIONAL SERVICES

between

CITY OF COEUR D'ALENE

and

LAKE CITY ENGINEERING, INC.

for

CITY OF COEUR D'ALENE
2016 CITY ENGINEERING

THIS AGREEMENT, made and entered into this 20th day of September, 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 **LAKE CITY ENGINEERING, INC.**, an Idaho corporation, with its principal place of business at 3909 N. Schreiber Way, Suite 4, 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 LAKE CITY ENGINEERING, INC., 3909 N. Schreiber Way, Suite 4, 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 two million dollars (\$2,000,000.00). 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

LAKE CITY ENGINEERING, INC.

Steve Widmyer, Mayor

Drew C. Dittman, President

ATTEST:

ATTEST:

Renata McLeod, City Clerk

Andrea Dittman, Senior Admin. Assistant

ATTACHMENT "A"

SCOPE OF SERVICES

SCOPE OF WORK

This Scope of Work covers service on an "on call" basis for ongoing city engineering services, as requested by the City. The expected services include:

- **Task 1: QLPE Services**
 - o On a task by task basis as directed by the City
- **Task 2: Support to On-going Capital Projects**
 - o On a task by task basis as directed by the City
- **Task 3: Development Review**
 - o On a task by task basis as directed by the City
- **Task 4: Plat Review**
 - o On a task by task basis as directed by the City
- **Task 5: Construction Services**
 - o On a task by task basis as directed by the City
- **Task 6: Miscellaneous Services**
 - o On a task by task basis as directed by the City

SCHEDULE

As mutually agreed to per task.

BUDGET

On a time and materials basis estimated at \$24,900 based on the Rate Schedule shown in Attachment "B".

LIMITATIONS

Lake City Engineering, Inc. (LCE) is not acting as an agent, or fiduciary, of the City and therefore shall have no legal authority to bind the City in contract or otherwise. LCE 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 laws, the City and LCE 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"

Lake City Engineering, Inc.
Rate Schedule



<u>Service</u>	<u>Standard Hourly Rate</u>
Principal Engineer	\$145.00
Senior Professional Land Surveyor	\$125.00
Senior Professional Engineer	\$125.00
Project Engineer / Surveyor	\$105.00
Project Manager	\$105.00
Drafting / CAD Technician	\$85.00
Engineering Technician	\$75.00
Clerical / Administrative Assistant	\$60.00
Survey Crew (2-man)	\$175.00

Mileage

\$0.54 per mile
(greater than 20 miles)

Reimbursable Expenses

Actual cost + 5% handling fee

CITY COUNCIL STAFF REPORT

DATE: September 20, 2016
FROM: Shane Roberts, Public Works Inspector
SUBJECT: **S-3-12 Coeur d'Alene Place 27th Addition: Final Plat Approval, Acceptance of Improvements, Maintenance/Warranty Agreement and Security Approval**

DECISION POINT

Staff is requesting the following:

1. Approval of the final plat document, a forty (40) lot residential development.
2. Acceptance of the installed public improvements.
3. Approval of the Maintenance/Warranty agreement and bonding security.

HISTORY

- a. Applicant: Kevin Schneidmiller
Greenstone-Kootenai II, Inc.
1421 N. Meadowwood Lane
Suite 200
Liberty Lake, WA 99019
- b. Location: Thiers Drive, between Courcelles Pkwy and Baudelaire Dr. in the northwest quadrant of the Couer d'Alene Place development.
- c. Previous Action:
 1. Final plats of CdA Place through the 16th Addition 1994 – 2008.
 2. Final plats of CdA Place 17th – 23rd Additions 2010 – 2014.
 3. Final plat of CdA Place 24th and 25th Addition, 2015
 4. Final plat of CdA Place 26th Addition, June 2016

FINANCIAL ANALYSIS

The developer is installing bonding security at 10% of the infrastructure installation cost to insure the warranty/maintenance of the public improvements that were installed for the 26th Addition. The security amounts to \$51,258.00 and will be in place for one (1) year following the date of acceptance.

PERFORMANCE ANALYSIS

The developer has completed the installation all of the required public improvements and, the responsible City departments have approved the installations and have found them ready to accept. Acceptance of the installed improvements will allow issuance of all available building permits for this phase of the development, and, Certificate of Occupancy issuance upon completion. Should the developer fail to maintain any of the installations that fail or fall into disrepair during the maintenance/warranty period, the City can attach the security and remedy the situation. The City maintenance would be required to start after the one (1) year warranty period expires on September 20, 2017.

DECISION POINT RECOMMENDATION

1. Approve the final plat document.
2. Accept the installed public improvements.
3. Approve the Maintenance/Warranty agreement and accompanying security.

AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK
Coeur d'Alene Place 27th Addition

THIS AGREEMENT made this 20th day of September, 2016 between Greenstone-Kootenai II, Inc., whose address is 1421 Meadowwood Lane, Suite 200, Liberty Lake, WA 99019, with Kevin Schneidmiller, President, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has previously approved the final subdivision plat of Coeur d'Alene Place 27th Addition, a forty (40) lot, residential development in Coeur d'Alene, situated in the Southwest ¼ of Section 27, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho; and

WHEREAS, the Developer completed the installation of certain public improvements in the noted subdivision as required by Title 16 of the Coeur d'Alene Municipal Code and is required to warrant and maintain the improvements for one year; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to maintain and warrant for a period of one year from the approval date of this agreement, the public improvements listed in the attached spreadsheet, attached as Exhibit "A", and, as shown on the construction plans entitled "Coeur d'Alene Place 27th Addition", signed and stamped by Doug J. Desmond, PE, # 10886, dated June 28, 2016, incorporated herein by reference, including but not limited to: sanitary sewer system and appurtenances, potable water system and appurtenances, stormwater drainage swales, drywells and appurtenances, concrete curb and sidewalk, asphalt paving, street luminaires, signing, and, monumentation as required under Title 16 of the Coeur d'Alene Municipal Code.

The Developer herewith delivers to the City, security in a form acceptable to the City, for the amount of Fifty One Thousand Two Hundred Fifty Eight and 00/100 Dollars (\$51,258.00) securing the obligation of the Developer to maintain and warrant the public subdivision improvements referred to herein. The security shall not be released until the 20th day of September, 2017. The City Inspector will conduct a final inspection prior to the release of the security to verify that all installed improvements are undamaged and free from defect. In the event that the improvements made by the Developer were not maintained or became defective during the period set forth above, the City may demand the funds represented by the security and use the proceeds to complete maintenance or repair of the improvements thereof. The Developer further agrees to be responsible for all costs of warranting and maintaining said improvements above the amount of the security given.

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

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

City of Coeur d'Alene

Greenstone-Kootenai II, Inc.

Steve Widmyer, Mayor

Kevin Schneidmiller, President

ATTEST

Renata McLeod, City Clerk

	Project Name:		Couer d' Alene 27th Addition													
					Maddelaine	Bonnaire	Perrault	Derain			Total Costs					
	Street Names								per unit	cost						
9-0150	Paving		2" on 4"						\$ 1.35	0						
			2" on 6"			14100	6900	10560	\$ 1.90	59,964						
			3" on 6"		26070				\$ 2.10	54,747						
			4" on 8"						\$ 2.80	0						
			overlay						\$ -	0						
			Patching						\$ 4.50	0	114,711					
9-0151	Curbing		Curb and Gutter		1738				\$ 11.00	19,118						
			Rolled Curb			940	460	704	\$ 10.50	22,092						
			Type "S" Curb						\$ 8.25	0	41,210					
9-0152	Sidewalk width		5 feet		1738	940	460	704	\$ 2.75	52,828						
			6 feet		0				\$ 2.75	0						
			ada domes						\$ 300.00							
			alley approaches						\$ 2,100.00	0						
			6 ADA Domes		4				\$ 650.00	2,600	55,428					
9-0180	Street Signs		1 street signs		0	2	1	1	\$ 400.00	1,600						
											1,600					
	CONSTRUCTION COSTS										512,582					
	Warranty Bond Amount		10%								\$ 51,258					

ANNOUNCEMENTS

Memo to Council

DATE: September 13, 2016

RE: Appointments to Boards/Commissions/Committees

The following appointments are presented for your consideration for the September 20th Council Meeting:

DENISE JESKA	PED/BIKE COMMITTEE
(Representing the Disabled Community)	
MIKE FULLER	PED/BIKE COMMITTEE
(Representing the Biking Community)	
TOM MORGAN	PED/BIKE COMMITTEE
(Representing the General Public)	

Copies of the data sheets have been placed by your mailboxes.

Sincerely,

Amy Ferguson
Executive Assistant

cc: Renata McLeod, Municipal Services Director
Monte McCully, Ped/Bike Committee Liaison

Memo to Council

DATE: September 13, 2016

RE: Appointments to Boards/Commissions/Committees

The following reappointment is presented for your consideration for the September 20th Council Meeting:

KATHLEEN SAYLER

LIBRARY BOARD

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

Sincerely,

Amy Ferguson
Executive Assistant

cc: Renata McLeod, Municipal Services Director
Bette Ammon, Library Board Liaison

GENERAL SERVICES COMMITTEE

GENERAL SERVICES STAFF REPORT

DATE: 9/20/2016

FROM: Hilary Anderson, Community Planning Director

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

DECISION POINT:

Staff is requesting that the City Council approve a reciprocal agreement with the United States Forest Service (USFS) 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 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 will be on Forest Service land as well so an agreement had to be ratified.

A condition of the annexation for the USFS was that they go through the City's Planned Unit Development (PUD) and Design Review processes. The Planning Commission approved the project PUD on April 14, 2015. During the public hearing, the Commission heard testimony from neighbors concerned with potential impacts on surrounding residences to the north associated with headlights and potential impacts to residences to the south from possible light pollution. The Commission heard from staff and the USFS and determined that the alignment of the entrance into the property would not result in light impacts. Mr. Gebhardt of the USFS testified and explained that their architect designed the site so that exterior lighting would be directed downward and that the ingress/egress was in the best spot, as determined by the city engineer, and that the buffer along the south (60-foot buffer with trees and 20-foot utility easement) would provide adequate coverage to block light pollution. The USFS also hosted a tree planting event with the neighbors on June 4, 2016 to plant 300 trees in the buffer area for the purpose of enhancing the existing visual screen.

The ingress/egress shown on the attached exhibit is consistent with what was approved and the attached site plan shows the 80-foot buffer along the southern property line. The landscape site plan has also been attached.

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

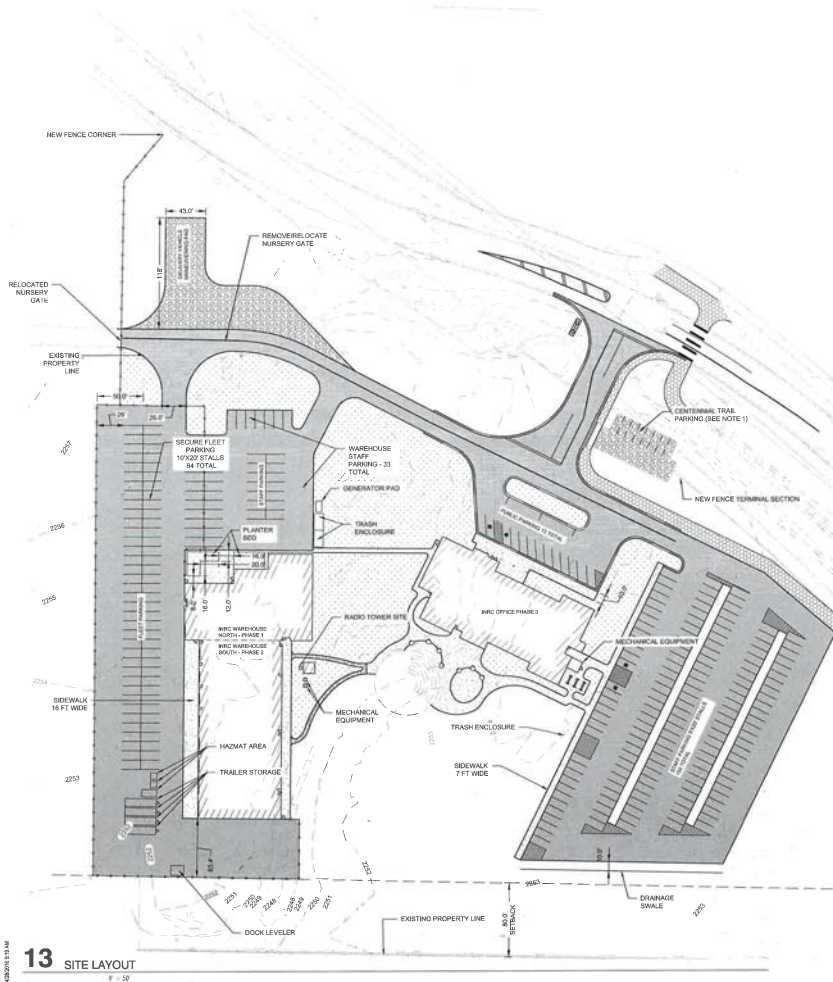
paving their lot to save money, but has not committed to doing so yet. The Forest Service is expected to begin work in the Fall of 2017. The city will be responsible for maintenance of the parking lot and the area around the lot. The city already mows and picks up trash in this area so the additional 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:

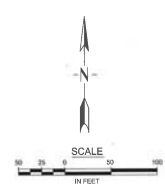
Staff is requesting that the City Council approve a reciprocal agreement with the United States Forest Service so a trailhead parking lot with access to the Prairie Trail can be built. In return the City will grant an access easement to the Forest Service for a future paved access road to their future development.





- LEGEND
- ASPHALT
 - GRAVEL
 - SIDEWALK
 - LANDSCAPING

NOTES

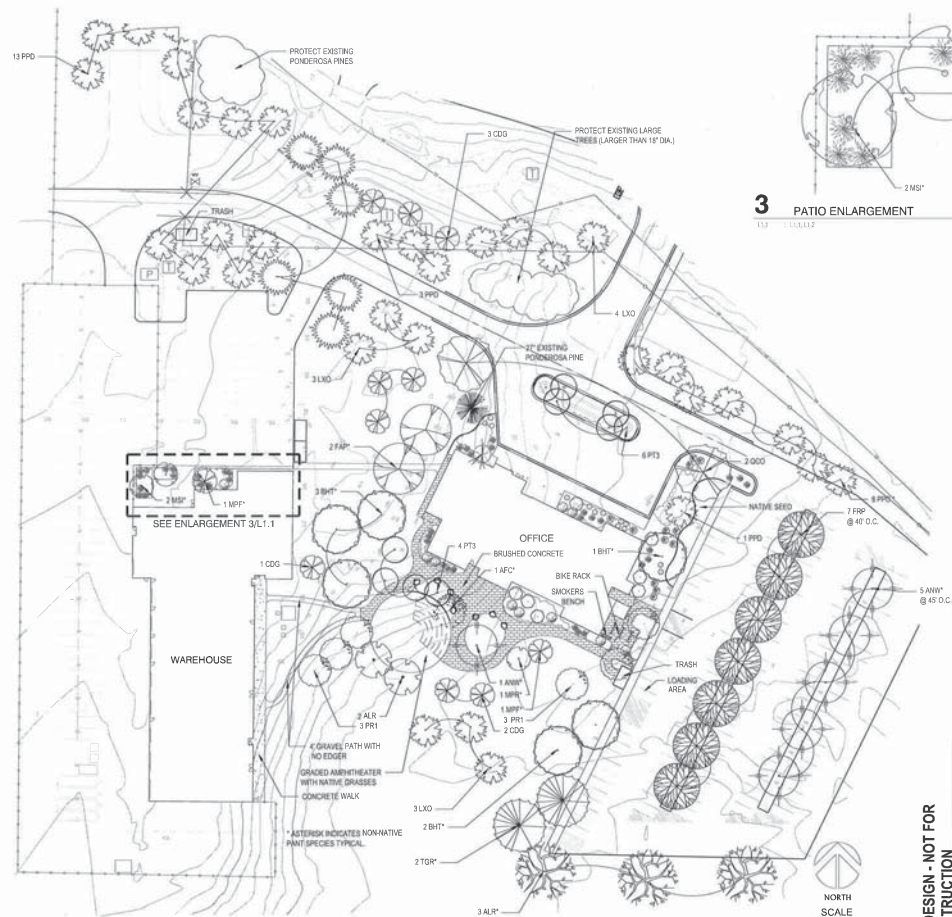
- TRAILHEAD PARKING LOT PROVIDED BY CITY OF COEUR D'ALENE.



80% DESIGN - NOT FOR CONSTRUCTION

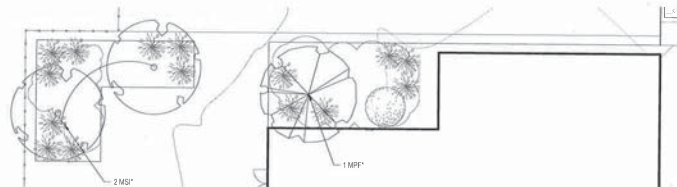
PROJECT NO.: 13083.00		REVISIONS:		 engineers • surveyors • planners • scientists	
 ARCHITECTS		DESIGNED: JTS/SPS CADD: JTS/SPS CHECKED: TECH/NEW X DESIGNED: 08.19.16		SUB SHEET NO. C1.2 TITLE OF SHEET SITE LAYOUT IPNF INTERAGENCY SUPERVISORS OFFICE USDA FOREST SERVICE	
DRAWING NO.		PAGE NO.		SHEET	
		3		OF 6	

13 SITE LAYOUT



3 PATIO ENLARGEMENT

1/3" = 1' 0" 0.000



GENERAL NOTES

1. ALL HEALTHY TREES OUTSIDE THE CONSTRUCTION ZONE SHOULD BE PRESERVED. SUBJECT TO REVIEW AND APPROVAL BY THE INPF FOREST SUPERVISOR.

PLANT SCHEDULE

SYM	Common Name	Botanical Name
Trees		
AFC	Calibration Maple	Acer x freemanii 'Calibration'
ANW	Northwood Red Maple	Acer rubrum Northwood
ALR	White Alder	Alnus incana
BHT	Heritage River Birch	Betula nigra 'Curly'
CDG	Couglas Hawthorn	Crataegus douglasii
FAP	Autumn Purple Ash	Fraxinus americana 'A. Purple'
FOP	Palmore Green Ash	Fraxinus pennsylvanica 'Palmore'
LJO	Western Larch	Larix occidentalis
MPR	Prairie Fire Crabapple	Malus Prairie Fire
MFR	Robinson Crabapple	Malus Robinsonii
MSI	Spring Snow Crabapple	Malus 'Spring Snow'
PDF	Couglas Fir	Pseudotsuga menziesii
PT3	Quaking Aspen	Populus tremuloides
PPD	Ponderosa Pine	Pinus ponderosa
PR1	Canada Red Chokeberry	Prunus virginiana 'Canada Red'
QCO	Scarlet Oak	Quercus coccinea
TOR	Greenspire Littleleaf Linden	Tilia cordata 'Greenspire'

13 OVERALL SITE PLAN

1/3" = 1' 0" 0.000

60% DESIGN - NOT FOR CONSTRUCTION

PROJECT NO. 13083.00		REVISIONS:	
DESIGNED KEW CADD KN	SUB SHEET NO. L1.1	TITLE OF SHEET INRC - OFFICE BUILDING	
TECH. REVIEW KEW DESIGNED 08.19.16	LANDSCAPE SITE PLAN USDA FOREST SERVICE		DRAWING NO. XXX SHEET XXX OF XXX

RESOLUTION NO. 16-049

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, 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.

WHEREAS, the General Services Committee of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a Reciprocal Access Agreement, together with separate easements, with the USDA Forest Service, pursuant to terms and conditions set forth in said agreements, which agreements are 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 agreements;

NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a Reciprocal Access Agreement, together with separate easements, with the USDA Forest Service, 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 20th 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 _____.

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

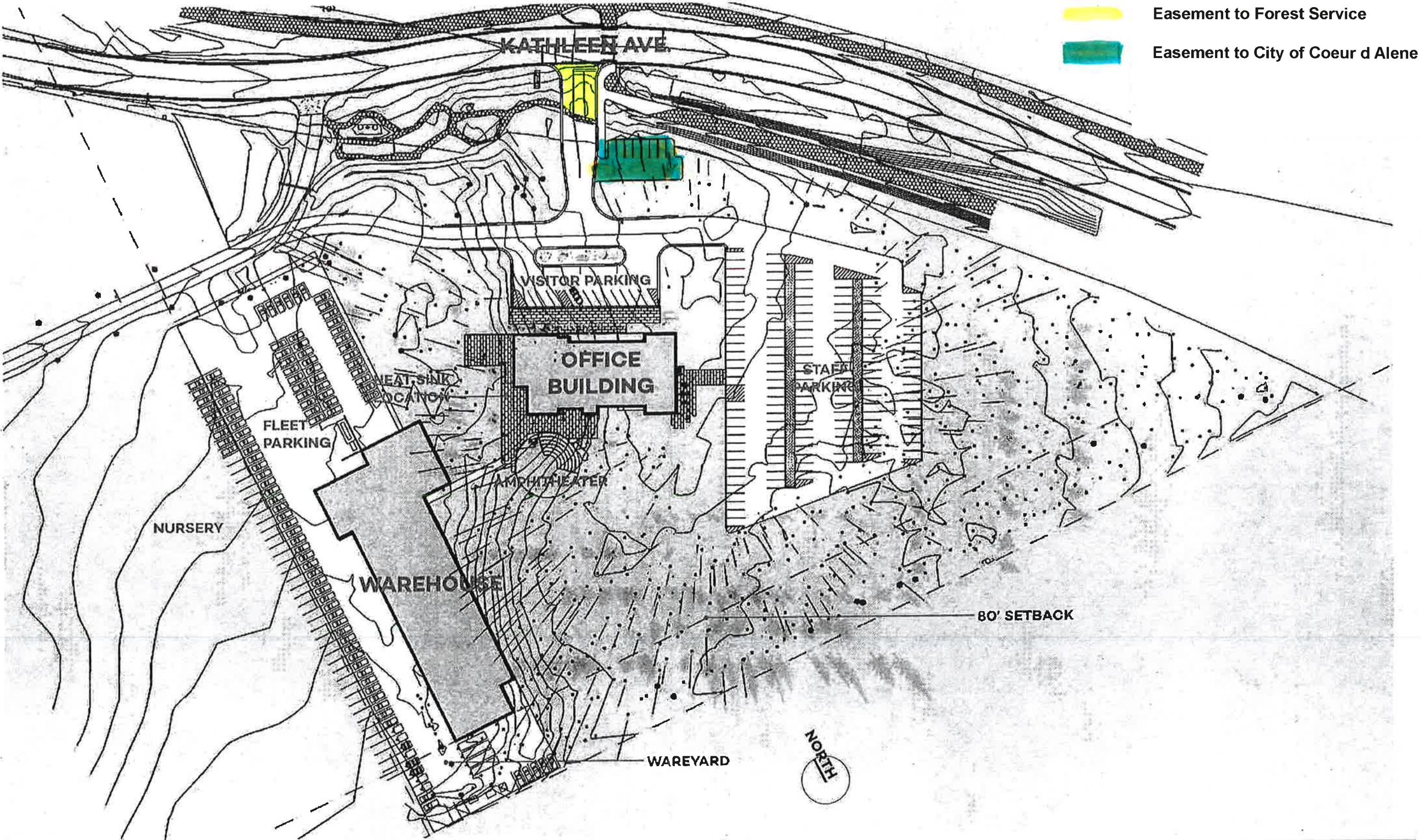
Date

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.

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:_____

OTHER BUSINESS

Finance Department Staff Report

Date: September 20, 2016
From: Troy Tymesen, Finance Director
Subject: 2016-2017 ICRMP Insurance Renewal

Decision Point: To renew the ICRMP insurance program to fully insure the City of Coeur d'Alene for liability and property damage and to reject the offer of terrorism coverage.

History: ICRMP (Idaho Counties Risk Management Program) was established under Idaho Code, Title 41, Chapter 29 as a pooled insurance and risk management program to provide liability insurance and property damage insurance for the mutual benefit of political subdivisions of the State of Idaho. Currently 930 political subdivisions within the State of Idaho participate in the program. These political subdivisions include counties, cities, school districts, colleges, irrigation districts, sewer districts and other special districts.

Financial analysis: The cost to the City of Coeur d'Alene to be a member of ICRMP for fiscal year 2016-2017 will be \$363,445. This is a 4% increase over last year. The increase in the ICRMP premium is due to the increase in payroll costs and an increase in building valuation and contents of 2%. The budget anticipated this expense and it is recorded in the Finance Department's budget. The City has been pleased with the service and claims accountability. The ICRMP Board intends to keep increases moderate and reasonable. ICRMP's liability insurance limits are \$2,000,000 per occurrence and \$5,000,000 in total aggregate and all members have a deductible of \$5,000 per incident. ICRMP offers many and varied resources for employee training and sample policies to educate and reduce risk.

The premium for terrorism coverages is approximately \$174,490 in addition to the \$363,445 premium for liability and property damage coverage. The ICRMP Board has acquired a fifty million dollar excess benefit at no additional cost to members which is shared as a benefit in the event of a terrorism act during a policy year.

Decision Point: To renew the ICRMP insurance program and to fully insure the City of Coeur d'Alene for liability and property damage and to reject the offer of terrorism coverage.

RESOLUTION NO. 16-050

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A JOINT POWERS SUBSCRIBER AGREEMENT WITH ICRMP TO FULLY INSURE THE CITY OF COEUR D'ALENE FOR LIABILITY AND PROPERTY DAMAGE AND REJECTING THE ADDITIONAL TERRORISM.

WHEREAS, staff is recommending that the City of Coeur d'Alene enter into a Joint Powers Subscriber Agreement and to reject the offer of additional terrorism coverage, pursuant to terms and conditions set forth in the attached Exhibit "A" and by reference made a part hereof;

WHEREAS, ICRMP has acquired a fifty million dollar excess benefit, at no additional cost to members, which is shared by members in the event of an act of terrorism during the policy year; 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 and reject additional terrorism coverage;

NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into Joint Powers Subscriber Agreement and reject the offer of additional terrorism coverage, in substantially the forms attached hereto as Exhibit "A" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said 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 and reject additional terrorism coverage on behalf of the City.

DATED this 20th 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 MCEVERS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER ENGLISH Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EDINGER Voted _____



Policy Year
2016-2017

PUBLIC ENTITY
Multi-Lines Insurance
Policy

Issued for:
City of Coeur D Alene

Issued by:
Idaho Counties Risk Management Program
3100 Vista Avenue, Suite 300, Boise, ID 83705
Phone: (208) 336-3100 ~ Fax: (208) 336-2100
www.icrmp.org

August 3, 2016

TO: City of Coeur D Alene

RE: Terrorism Coverage for Policy Year Effective October 1, 2016

Dear Valued ICRMP Member:

Following the events of September 11, 2001, the nation's largest insurers took their case to Congress concerning their ability to withstand the financial consequences of additional terrorist acts that might take place on American soil. As a consequence, Congress enacted the Terrorism Risk Insurance Act (TRIA) that is intended to protect insured property owners by assuring that their property insurers are not overwhelmed by terrorism-driven claims. Local government risk sharing pools generally were excluded from TRIA.

Because ICRMP is regulated under Idaho law as a reciprocal insurer, federal law requires ICRMP to offer complete terrorism property coverage to its Members. This offering, which is additional to the regular coverage provided by the ICRMP Program, would require payment of an additional Member contribution, based upon the value of the property assets to be covered. An explanation is provided on the accompanying offer sheet.

You should understand that your ICRMP Member agency is under no obligation to accept the terrorism coverage that we are required to offer. In fact, the ICRMP Board of Trustees has purchased excess insurance for Members of ICRMP (as a whole) in the amount of fifty million dollars (\$50,000,000) per year. The coverage provided for all Members is available to be shared among any Members affected by acts of terrorism during a policy year. The Board believes this is a more cost-effective way of addressing this potential exposure. It is included in your regular ICRMP coverage **at no additional cost to you.**

The decision regarding terrorism coverage belongs to your governing board. Please complete the offer sheet evidencing your agency's desire to procure additional terrorism coverage and pay an additional Member contribution, or to reject it and share in the coverage procured for all ICRMP Members. In order to comply with the law, we need your answer promptly. Thank you.

Sincerely,



Rick Ferguson
Executive Director

NOTICE - OFFER OF TERRORISM COVERAGE (Required by Federal law)

NOTICE – DISCLOSURE OF ADDITIONAL PREMIUM

TO: ICRMP Member:

The Terrorism Risk Insurance Act, as extended on December 26, 2007 by the enactment of the Terrorism Risk Insurance Program Reauthorization Act of 2007 (TRIPRA), is a U.S. Treasury Department program under which the federal government would share, with regulated insurance carriers, the risk of loss from terrorist attacks. The Act applies when the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, certifies that an event meets the definition of a "certified act of terrorism". Certified acts of terrorism can also include foreign or domestic acts of terrorism, but they still must be certified as such by the Federal officers listed above.

In accordance with the Terrorism Risk Insurance Act, as extended on December 26, 2007, we are required to offer you coverage of all of the property we insure that your agency owns against any "certified act of terrorism". Your public agency must decide whether you desire the coverage (for an additional premium) or whether you choose to reject the offer of coverage and not pay the premium. The choice belongs to the governing board.

If you choose to accept this offer of terrorism coverage, your premium will include the additional premium for terrorism as stated in this disclosure. If you choose to reject this offer, you must do so by signing the enclosed statement and returning it to your agent, John Goedde at (208) 292-1170 or mail directly to ICRMP at P.O. Box 15249, Boise, Idaho, 83715.

If you reject coverage under the Act, the ICRMP policy provided to your public entity will provide an alternative form of coverage of terrorism-related insurance. Rather than cover the entire value of every item of property every public entity member of ICRMP might insure, the alternative form of coverage will provide a fixed amount of coverage (50 million dollars) for the entire membership of ICRMP during any single policy year. If terrorism-caused covered losses do not exceed 50 million dollars during any single policy year, such losses will be paid in full, subject to policy terms and conditions. If total terrorism-caused losses exceed 50 million dollars in the current policy year, such losses will be paid on a *pro-rata* basis among members suffering covered terrorism-caused losses, in proportion to their covered losses expressed as a percentage of all covered losses. Coverage under this alternative process shall not require certification by the Federal officials pursuant to TRIPRA.

Named Insured: City of Coeur D Alene

DISCLOSURE OF PREMIUM

If you accept this offer, the premium for terrorism coverage is estimated to be an additional amount of \$174,490 over and above your proposed renewal Member contribution based on reported total insured values of \$174,489,653.

CONTINUED ON NEXT PAGE

IF YOU WISH TO REJECT COVERAGE UNDER THE TERRORISM RISK INSURANCE ACT, AS EXTENDED ON DECEMBER 26, 2007, THE NAMED INSURED MUST APPROVE AND SIGN THE FOLLOWING STATEMENTS:

TERRORISM RISK INSURANCE ACT REJECTION OF FULL COVERAGE

We, as a Member of ICRMP, acknowledge that we have been notified as required under the Terrorism Risk Insurance Act, as extended on December 26, 2007, that as respects to the above referenced policy of insurance policy referenced above:

1. We have been offered coverage for acts of terrorism as defined in the Act;
2. We have been advised that if we accept coverage for acts of terrorism as defined in the Act, the United States Government will participate in the payment of terrorism losses insured under the Act, subject to the provisions of the Act;
3. We have been told that if we reject coverage under the Act by signing this notice, to the extent allowed by law, we will have only our respective share of the alternative coverage for any act of terrorism under the policy issued by ICRMP.
4. We have been notified of the annual premium for coverage for acts of terrorism as defined in the Act.
5. We hereby **reject** coverage for acts of terrorism as defined in the Act and understand my policy will contain an exclusion for acts of terrorism as defined by TRIPRA, but will otherwise provide limited coverage concerning acts of terrorism as addressed by the ICRMP policy issued annually to Members.

Chief Executive/Administrative Officer

Date

Print name

Print

public office held

City of Coeur D Alene

Public Entity Name

RETURN THIS FORM TO YOUR AGENT OR ICRMP. A COPY OF THIS DOCUMENT IS AS BINDING AS THE ORIGINAL.

ATTENTION AGENT: THIS FORM MUST BE SIGNED PERSONALLY BY AN AUTHORIZED OFFICER OF THE INSURED AND RETURNED TO ICRMP.

SUMMARY OF ICRMP PUBLIC ENTITY POLICY CHANGES
October 1, 2016 through September 30, 2017

A. SECTION II, GENERAL DEFINITIONS

Item 1: A. (3.) *Automobile* – CLARIFY

Definition moved from various individual coverage sections to General Definitions since it applies to all sections of the policy, unless amended specifically within the section.

Item 2: A. (4.) *Bodily Injury* – CLARIFY

Definition moved from various individual coverage sections to General Definitions since it applies to all sections of the policy, unless amended specifically within the section.

Item 3: A. (5.) *Covered Property* – CLARIFY

Definition moved from Section V coverage section to General Definitions since it applies to all sections of the policy, unless amended specifically within the section.

Item 4: A. (7.) *Discrimination* – CLARIFY

Definition moved from various individual coverage sections to General Definitions since it applies to all sections of the policy, unless amended specifically within the section.

Item 5: A. (8.) *Employee Benefit Program* – CLARIFY

Definition moved from various individual coverage sections to General Definitions since it applies to all sections of the policy, unless amended specifically within the section.

Item 6: A. (9.) *Employment Sexual Harassment* – CLARIFY

Definition moved from various individual coverage sections to General Definitions since it applies to all sections of the policy, unless amended specifically within the section.

Item 7: A. (10.) *Employment Harassment* – CLARIFY

Definition moved from various individual coverage sections to General Definitions since it applies to all sections of the policy, unless amended specifically within the section.

Item 8: A. (15.) *Mobile Equipment* – CLARIFY

Definition moved from Section V coverage section to General Definitions since it applies to all sections of the policy, unless amended specifically within the section.

Item 9: A. (17.) *Occurrence* – CLARIFY

Definition moved from various individual coverage sections to General Definitions since it applies to all sections of the policy, unless amended specifically within the section.

Item 10: A. (18.) *Personal Injury* – CLARIFY

Definition moved from various individual coverage sections to General Definitions since it applies to all sections of the policy, unless amended specifically within the section.

Item 11: A. (21.) *Property Damage* – CLARIFY

Definition moved from various individual coverage sections to General Definitions since it applies to all sections of the policy, unless amended specifically within the section.

Item 12: A. (22.) *Retaliation* – CLARIFY

Definition moved from various individual coverage sections to General Definitions since it applies to all sections of the policy, unless amended specifically within the section.

Item 13: A. (23.) *Schedule of Values*– CLARIFY

Definition moved from various individual coverage sections to General Definitions since it applies to all sections of the policy, unless amended specifically within the section.

Item 14: A. (26.) *Wrongful Act* – CLARIFY

Definition moved from various individual coverage sections to General Definitions since it applies to all sections of the policy, unless amended specifically within the section.

Item 15 A. (27.) *Wrongful Employment Practice Act* – CLARIFY

Definition moved from various individual coverage sections to General Definitions since it applies to all sections of the policy, unless amended specifically within the section.

B. SECTION III, GENERAL CONDITIONS

Item 1: A. (7.) *Defense of Claims or Suit* – CLARIFY

Moved from individual liability sections to General Conditions as it applies to all sections of the policy.

Item 2: A. (9.) (e.) *Duties after Claim* – CLARIFY

Added an item to the condition to mirror the same language in other sections of the policy that clarifies reports of risk management issues are not deemed to be a claim.

Item 3: A. (11.) *Extended Reporting Periods* – CLARIFY

Moved from individual liability sections to General Conditions as it applies to all sections of the policy.

Item 4: A. (16.) *Multiple Insureds, Claims or Claimants* – CLARIFY

Moved from individual liability sections to General Conditions as it applies to all sections of the policy.

Item 5: A. (18.) *Non-Stacking of Insurance Benefits*– CLARIFY

Moved from individual liability sections to General Conditions as it applies to all sections of the policy.

Item 6: A. (19.) *Non-Stacking of Limits* – CLARIFY

Moved from individual liability sections to General Conditions as it applies to all sections of the policy.

Item 7: A. (23.) *Salvage* – CLARIFY

Simplified the language within the condition to match with our claims practices.

C. SECTION IV, GENERAL EXCLUSIONS

Item 1: A. (1.) *Aircraft* – CLARIFY & BROADEN

Moved from individual liability sections to General Exclusions as it applies to all sections of the policy. Also, amended exclusion to grant coverage for some airport operations such as liability related to air terminals and other airport owned property unrelated to air strips.

Item 2: A. (3.) *Bids or Estimates* – CLARIFY

Moved from individual liability sections to General Exclusions as it applies to all sections of the policy.

Item 3: A. (9.) *Eminent Domain* – CLARIFY

Moved from individual liability sections to General Exclusions as it applies to all sections of the policy.

Item 4: A. (10.) *Employee Benefits* – CLARIFY

Moved from individual liability sections to General Exclusions as it applies to all sections of the policy.

Item 5: A. (10.) (h.) *Employee Benefits* – REDUCTION

Expanded existing exclusion to add remove coverage because of liability imposed on a fiduciary by the Employee Retirement Security Act of 1974.

Item 6: A. (11.) *Employee Defendants in Criminal Action* – CLARIFY

Moved from individual liability sections to General Exclusions as it applies to all sections of the policy.

Item 7: A. (14.) *Incidental Medical Liability* – CLARIFY

Moved from individual liability sections to General Exclusions as it applies to all sections of the policy.

Item 8: A. (15.) *Intentional Acts* – CLARIFY

Moved from individual liability sections to General Exclusions as it applies to all sections of the policy.

Item 9: A. (17.) *Investigatory, Disciplinary or Criminal Proceedings* – CLARIFY

Moved from individual liability sections to General Exclusions as it applies to all sections of the policy.

Item 10: A. (19.) *Miscalculation or Legality of Assessments* – CLARIFY

Moved from individual liability sections to General Exclusions as it applies to all sections of the policy.

Item 11: A. (21.) *Opinion, Treatment, Consultation or Service*– CLARIFY

Moved from individual liability sections to General Exclusions as it applies to all sections of the policy.

Item 12: A. (23.) *Professional Board* – CLARIFY

Moved from individual liability sections to General Exclusions as it applies to all sections of the policy.

Item 13: A. (27.) *Wages*– CLARIFY

Moved from individual liability sections to General Exclusions as it applies to all sections of the policy.

Item 14: A. (29.) *Watercraft* – CLARIFY

Moved from individual liability sections to General Exclusions as it applies to all sections of the policy.

Item 15: A. (30.) *Workers Compensation* – CLARIFY

Moved from individual liability sections to General Exclusions as it applies to all sections of the policy.

D. SECTION V, PROPERTY INSURANCE

Item 1: Exclusion 4. (l.) – *Excluded Property* - CLARIFY

Clarified the exclusion to simplify the language to match with our current claims practices.

E. SECTION IX, GENERAL LIABILITY INSURANCE

Item 1: Condition C. (3.) (f.) – *Proof of Loss* - CLARIFY

Clarified the condition to simplify the language within the condition to match with our claims practices.

Item 2: *Sublimit Removed for County or City Appointed Attorneys* – BROADEN

Removed \$500,000 for non-tort capped claims sublimit for City/County Appointed Attorneys while acting in statutory capacity as independent contractors in some instances.

F. SECTION X, LAW ENFORCEMENT LIABILITY INSURANCE

Item 1: Law Enforcement Liability Coverage Section - CLARIFY

Created stand-alone coverage section labeled Law Enforcement Liability by removing it from Section IX, General Liability Insurance. No changes have been made to coverage language.

G. SECTION XI, ERRORS AND OMISSIONS LIABILITY INSURANCE

Item 1: *Sublimit Removed for County or City Appointed Attorneys* – BROADEN

Removed \$500,000 for non-tort capped claims sublimit for City/County Appointed Attorneys while acting in statutory capacity as independent contractors in some instances.

H. SECTION XII, EMPLOYEE BENEFIT PROGRAM LIABILITY INSURANCE

Item 1: Employee Benefit Program Liability Coverage Section - CLARIFY

Created stand-alone coverage section labeled Employee Benefit Program Liability by removing it from Section XI, Errors and Omissions Insurance. No changes have been made to coverage language.

Item 2: *Granting Coverage for County or City Appointed Attorneys* – BROADEN

Expanded definition of an insured in this section to grant coverage for City/County appointed attorneys while acting in statutory capacity as independent contractors in some instances.

I. SECTION XIII, EMPLOYMENT PRACTICES LIABILITY INSURANCE

Item 1: Employment Practices Liability Coverage Section - CLARIFY

Created stand-alone coverage section labeled Employment Practices Liability by removing it from Section XI, Errors and Omissions Insurance. No changes have been made to coverage language.

Item 2: *Granting Coverage for County or City Appointed Attorneys* – BROADEN

Expanded definition of an insured in this section to grant coverage for City/County appointed attorneys while acting in statutory capacity as independent contractors in some instances.

J. SECTION XIV, SEXUAL MOLESTATION LIABILITY INSURANCE

Item 1: Sexual Molestation Liability Coverage Section - CLARIFY

Created stand-alone coverage section labeled Sexual Molestation Liability by removing it from Section IX, General Liability Insurance. No changes have been made to coverage language.

Item 2: *Granting Coverage for County or City Appointed Attorneys* – BROADEN

Expanded definition of an insured in this section to grant coverage for City/County appointed attorneys while acting in statutory capacity as independent contractors in some instances.

K. SECTION XII, ENDORSEMENTS

Item 1: Cyber Liability Endorsement #3. – BROADEN

Reduced per claim deductible from \$25,000 per occurrence to match the member's underlying property deductible.

MEMORANDUM

DATE: September 12, 2016

FROM: SAM TAYLOR, DEPUTY CITY ADMINISTRATOR

RE: MODIFICATION OF PARKING TICKET APPEALS PROCESS TO
PROVIDE FOR REVIEW BY THE CITY ADMINISTRATOR OR
THEIR DESIGNEE

DECISION POINT: To approve modifications to the City Code providing for making the City Administrator or their designee the appeal's officer for parking tickets.

HISTORY: When a person appeals a parking ticket to the City, the existing City Code provides that a random Parking Commission member will hear the appeal.

Recently, Parking Commissioners have expressed concern with reviewing the appeals. The commissioners would like to provide for increased consistency and professionalism of the appeals process for tickets, to provide better service to the community.

Staff and the commission agree that an appropriate modification is to make it so that City staff administratively review the appeals. The code language makes the City Administrator the main appeal officer, though it is likely that will be designated to the Deputy City Administrator, who manages parking issues in the community.

This change provides for a more consistent approach by a staff trained in administrative hearing processes and administrative law. It alleviates citizen volunteers from having to make determinations on tickets, too. Staff believes that this will not be a major increased burden on our time as there do not appear to be a significantly overwhelming number of appeals filed.

Should that change, the proposed code language provides flexibility to designate this work to more staff or even back to the Parking Commission as a "designee."

FINANCIAL: There is no financial impact to this change.

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

ORDINANCE NO. _____
COUNCIL BILL NO. 16-1020

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SECTION 10.27.050, REGARDING THE PROCEDURES FOR THE APPEAL OF A CIVIL PARKING INFRACTION WITHIN THE CITY OF COEUR D'ALENE; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; PROVIDING THE PUBLICATION OF A SUMMARY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, from time to time it is appropriate to review existing policies and procedures; and

WHEREAS, the Parking Commission has found that a rotating group format for reviewing appeals of parking ticket appeals is difficult and cumbersome; and

WHEREAS, the Parking Commission has recommended that an administrative hearing officer instead of a commissioner should review appeals to provide for consistency in application of the City's existing laws related to parking; and

WHEREAS, it is appropriate to make the City Administrator, or their designee, the official hearing officer for parking ticket appeals;

WHEREAS, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that said amendments be adopted;

NOW, THEREFORE,

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

SECTION 1. *That Coeur d'Alene Municipal Code Section 10.27.050 is amended to read as follows:*

10.27.050: APPEAL:

- A. A person wanting to file an appeal for a parking violation shall file a written notice of appeal, on a form approved by the parking commission within ten (10) calendar days of the issuance of the civil assessment (parking ticket).
- B. ~~A member of the parking commission~~ **The City Administrator or their designee** shall review the written appeal and shall issue a written determination within fifteen (15) days of the filing of the notice of appeal.
- C. If the appeal is denied, the parking ticket shall be deemed valid and a written determination, setting forth the reasons for the denial, shall be forwarded to the appellant at the address set forth in the notice of appeal. The appellant shall then be required to pay the civil assessment by the due date set forth in the written denial of appeal. Failure to pay the assessment shall subject the appellant to the collection procedures set forth in section 10.27.040 of this chapter.

D. If the appeal is granted, the parking civil assessment shall be voided, and the appellant shall not be required to take further action.

~~E. The parking commission shall, by resolution, adopt a notice of appeal form, and shall establish criteria to be used by the members when reviewing appeals.~~

~~F. The parking commission shall also maintain a written compilation of valid appeals and shall review the same on a periodic basis to ensure appeals are deemed valid for consistent reasons and to keep the commission informed of potential parking problems.~~

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

SECTION 3. Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the City or the validity of any such action to be taken upon matters pending before the City on the effective date of this ordinance. Provided: that appeals which have not yet been heard by a member of the parking commission on the effective date of this ordinance shall be heard as provided by this ordinance.

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

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

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on September 20, 2016.

APPROVED, ADOPTED and SIGNED this 20th day of September, 2016.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Amending Municipal Code Section 10.27.050 Entitled "Appeal"

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SECTION 10.27.050, REGARDING THE PROCEDURES FOR THE APPEAL OF A CIVIL PARKING INFRACTION WITHIN THE CITY OF COEUR D'ALENE; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, 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 Municipal Code Section 10.27.050, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 20th day of September, 2016.

Randall R. Adams, Chief Deputy City Attorney

MEMORANDUM

DATE: SEPTEMBER 14, 2016

FROM: SAM TAYLOR, DEPUTY CITY ADMINISTRATOR

RE: APPROVAL OF EXPENDITURE OF FUNDS FROM THE PARKING FUND FOR COLLECTION OF PARKING TICKETS

DECISION POINT: To approve expenditure of Parking Fund monies for the collection of unpaid parking fines and to gather vehicle owner data in order to pursue said collections.

HISTORY: The City has a back log of more than 30,000 unpaid parking infractions over the last three years. The City Council at its September 6, 2016 meeting approved an agreement with Chapman Financial Services in order to begin collecting said unpaid infractions.

It is estimated that approximately \$350,000 in unpaid parking fines has gone uncollected during this time, and the City previously lacked proper systems in order to collect on these fines.

Staff have now devised a system for collection of unpaid tickets and continues work to expand the ability to gather data for vehicles registered in other states. As of now, data needed for collection is only available for Idaho plates (about 80 percent of all unpaid fines are from Idaho drivers, and 12.7 percent are Washingtonians. The remainder are from across the nation; however, 95 percent of all tickets in need of collection are from Idaho, Washington, Oregon, Montana, California, British Columbia and Alberta vehicles).

State law requires that the City send out an initial letter requesting that the person pay the ticket. There is explicit language in state law the City must use in this later, and the City must clarify that it will add an additional 33 percent collection service fee to to the amount owed before sending the account to collections (Chapman Financial Services, now contracted per Council approval). Once the letter is sent out , and the person does not pay, they will be sent to collections. The back log fine owes with \$40 or more in fines will receive a 25 percent discount if they pay prior to December 31, per Council action. Those who do not pay by December 31 will be sent to Chapman Financial Services for collection of payment.

Because the City must send out this letter, funds are needed for postage, the letters, and envelopes. In order to also gather data on registered vehicle owners from outside of Idaho, funds are also needed to pay other states' to receive that data. In Washington, where the vast majority of remaining unpaid fines reside, the City will be required to pay 2 cents per record.

The City's IT staff has done an amazing job to merge the Idaho records, and it is now clear that of the 24,949 Idaho tickets, only 8,415 letters need to be sent because most people who haven't paid have multiple fines. They have also set up a new computer program that will allow other staff to directly input future lists in, merge the data, and auto-populate letters to be sent to those who owe on unpaid

infractions. The program will also allow our Customer Service staff to input who has paid, to ensure they are not sent to collections.

The City is also applying with the Washington State Department of Licensing to gain access to its vehicle licensing data. The backlog of unpaid tickets in Washington is 3,984. The City must pay \$79.68 to access those records (2 cents per record).

Aside from the backlog of unpaid fines, the City also will begin an ongoing collection process for unpaid tickets every 30 days. Staff has calculated that on average, 300 fines are not paid monthly. Approximately 38 of these unpaid fines would be Washington drivers, while 240 would be Idahoans and the remainder would be from other states and Canadian provinces. To access Washington records on an ongoing basis, I estimate it will cost less than \$1 per month to the state of Washington.

Washington has informed me that it could take two to three months to set up access to the data.

Staff is seeking the following expenditure approval from the Parking Fund within Fiscal Year 2016/2017:

Idaho plate backlog – postage, paper, envelopes: \$4,600

Washington plate backlog – State DOL access: \$79.68

Future collections (one year costs @ 300 fines per month) – postage, paper, envelopes: \$2,037

Future collections (one year costs @ 39 records per month) – \$9.36

Future collections (estimate to access other states' data per year) – \$50

Total for FY16-17: \$6,776.04

FINANCIAL: The City intends to be able to receive revenues from collections that will account for the above costs. It is estimated that up to \$90,000 could be received in collections of unpaid fines, which would easily recoup these necessary process costs.

However, it should be noted that collections can take time and revenues may trickle in beyond fiscal year 2016-2017. With that in mind, staff did increase the marketing and signage line item in the Parking Fund from \$0 last year to \$8,000 in this next fiscal year in order to enhance our overall branding and directional signs for public parking lots and to provide better communications to the community and visitors regarding parking. I can utilize those funds if necessary to account for the costs.

In the end, the City must expend these funds if it wants to ensure appropriate enforcement of its unpaid fines, both the backlog and future collections. This is a crucial part of our enforcement system in order to change the paradigm as it exists today (a not-so-secret truth that the City has not been collecting and so people abuse our finite parking spaces, impacting community members who follow the rules).

DECISION POINT/RECOMMENDATION: Staff recommends Council approve expenditure of Parking Fund monies for the collection of unpaid parking fines and to gather vehicle owner data in order to pursue said collections from Fiscal Year 2016-2017 in the amount of \$6,776.04.

PUBLIC HEARINGS

CITY COUNCIL STAFF REPORT

FROM: MIKE BEHARY, PLANNER

DATE: SEPTEMBER 20, 2016

SUBJECT: A-4-16 – ANNEXATION OF +/- 172.24 ACRES FROM COUNTY
COMERCIAL TO C-17 (COMMERCIAL AT 17 UNITS/ACRE) AND NW
(NAVIGABLE WATERS)

LOCATION: PROPERTY LOCATED AT 1000 S MARINA DRIVE AND PORTIONS OF
THE SPOKANE RIVER AND LAKE COEUR D'ALENE SURROUNDING
BLACKWELL ISLAND

APPLICANT/OWNER:

Marina Yacht Club, LLC
1000 S Marina Drive
Coeur d'Alene, ID 83814

DECISION POINT:

The Marina Yacht Club, LLC is requesting approval of an Annexation of +/- 172.24 acres in conjunction with zoning approval from County Commercial to city C-17 (Commercial at 17 units/acre) and NW (Navigable Waters) zoning districts.

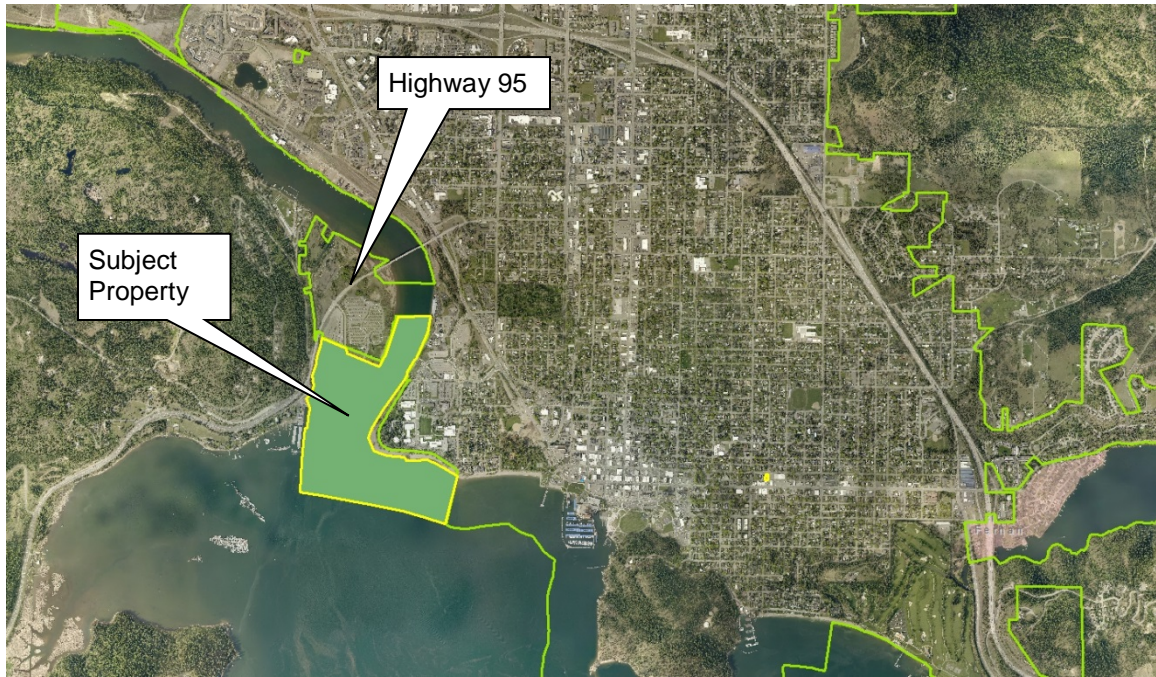
BACKGROUND INFORMATION:

The subject property is located in part on Blackwell Island and the remainder of the area is located over the Spokane River and Lake Coeur d'Alene that surrounds Blackwell Island. The subject property on Blackwell Island has been used as a marina for over 50 years. There is also a floating restaurant on the Spokane River that has been in operation there for many years. Prior to the marina use, the site was used as one of the largest sawmills in the area and was also used in the past as a land fill by the city. The subject site is in the City's designated Area of City Impact.

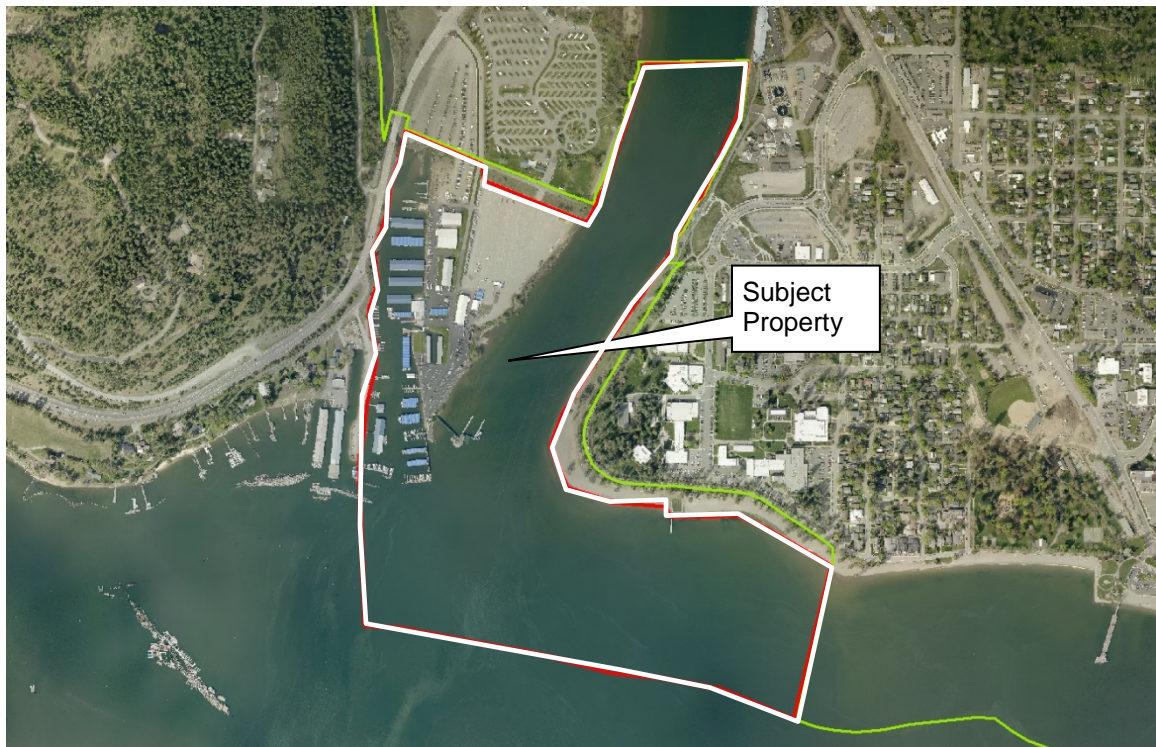
In 2005, the applicant requested to be annexed into the city. The application was processed as Item A-5-05. The Planning Commission recommended to the City Council to approve the annexation with C-17 zoning. The City Council subsequently approved the annexation request in 2005. The final step prior to completing the annexation process is for the applicant and the City to obtain an annexation agreement between them. Both parties were unable to reach an agreement at that time and the property was subsequently not annexed into the city.

The applicant has indicated that significant improvements have been made to the marina over the last few years and the marina continues to grow. Permits have been approved by permitting agencies, including Idaho Department of Lands, Idaho Department of Environmental Quality, and U.S. Army Corps of Engineers for the existing marina and future expansion of the marina use.

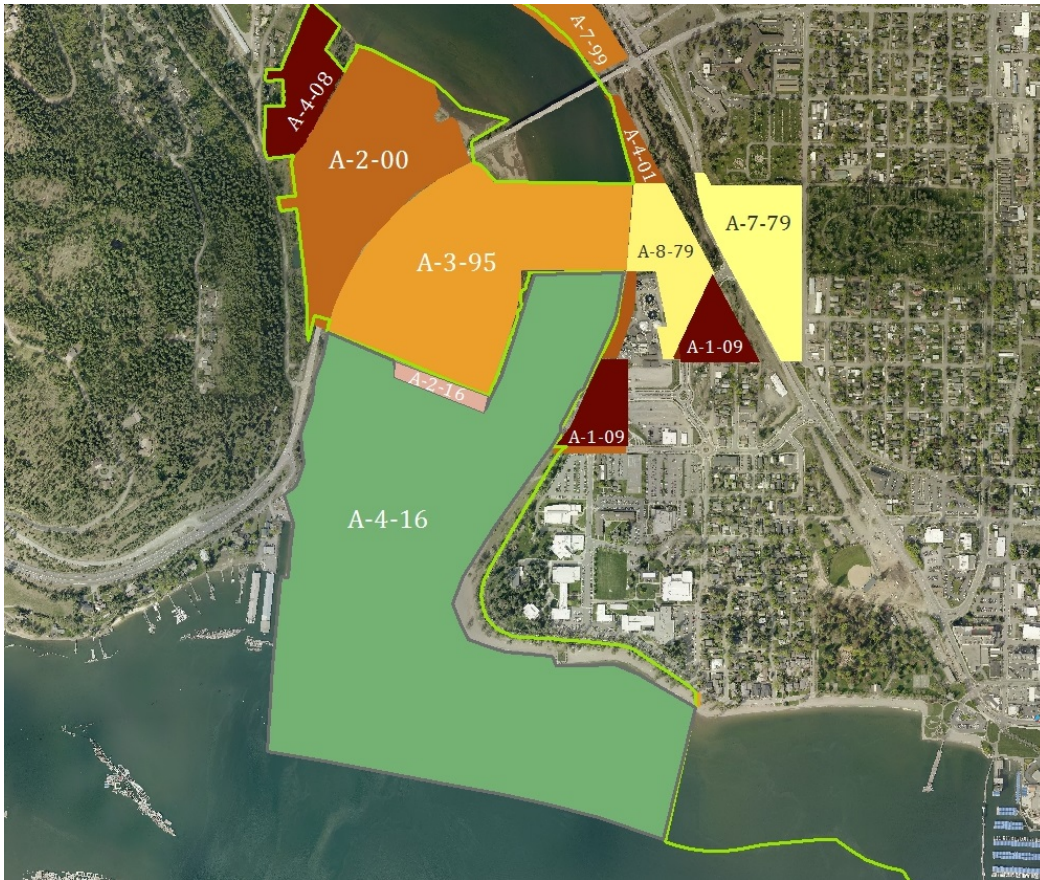
PROPERTY LOCATION MAP:



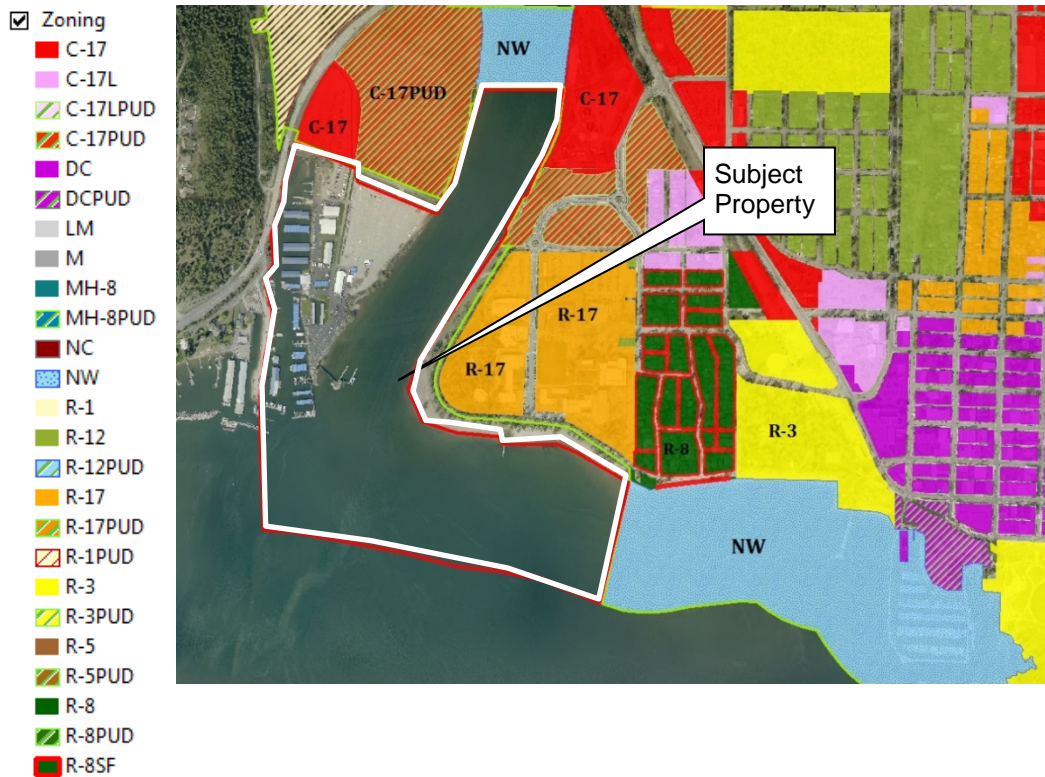
AERIAL PHOTO:



ANNEXATION HISTORY MAP:



ZONING MAP:



Approval of the zone change request would allow the following potential uses of the property.

Proposed C-17 Zoning District:

The C-17 district is intended as a broad spectrum commercial district that permits limited service, wholesale/retail and heavy commercial in addition to allowing residential development at a density of seventeen (17) units per gross acre. This district should be located adjacent to arterials; however, joint access developments are encouraged.

17.05.500: PERMITTED USES; PRINCIPAL

Principal permitted uses in a C-17 district shall be as follows:

- Administrative offices
- Agricultural supplies and commodity sales
- Automobile and accessory sales
- Automobile parking when serving an adjacent business or apartment
- Automobile renting
- Automobile repair and cleaning
- Automotive fleet storage
- Automotive parking
- Banks and financial institutions
- Boarding house
- Building maintenance service
- Business supply retail sales
- Business support service
- Childcare facility
- Commercial film production
- Commercial kennel
- Commercial recreation
- Communication service
- Community assembly
- Community education
- Community organization
- Construction retail sales
- Consumer repair service
- Convenience sales
- Convenience service
- Department stores
- Duplex housing (as specified by the R-12 district)
- Essential service
- Farm equipment sales
- Finished goods wholesale
- Food and beverage stores, on/off site consumption
- Funeral service
- General construction service
- Group assembly
- Group dwelling - detached housing
- Handicapped or minimal care facility
- Home furnishing retail sales
- Home occupations
- Hospitals/healthcare
- Hotel/motel
- Juvenile offenders facility
- Laundry service
- Ministorage facilities
- Multiple-family housing (as specified by the R-17 district)
- Neighborhood recreation
- Noncommercial kennel
- Nursing/convalescent/rest homes for the aged
- Personal service establishments
- Pocket residential development (as specified by the R-17 district)
- Professional offices
- Public recreation
- Rehabilitative facility
- Religious assembly
- Retail gasoline sales
- Single-family detached housing (as specified by the R-8 district)
- Specialty retail sales
- Veterinary office

17.05.510: PERMITTED USES; ACCESSORY

Accessory permitted uses in a C-17 district shall be as follows:

- Accessory dwelling units.
- Apartment for resident caretaker watchman.
- Outside area or buildings for storage and/or preparation of merchandise or goods necessary for and incidental to the principal use.
- Private recreation (enclosed or unenclosed).
- Residential accessory uses as permitted by the R-17 district

17.05.520: PERMITTED USES; SPECIAL USE PERMIT

Permitted uses by special use permit in a C-17 district shall be as follows:

- Adult entertainment sales and service
- Auto camp
- Criminal transitional facility
- Custom manufacturing
- Extensive impact
- Residential density of the R-34 district as specified
- Underground bulk liquid fuel storage - wholesale
- Veterinary hospital
- Warehouse/storage
- Wireless communication facility

Proposed NW – Navigable Waters Zoning District:

17.05.890: The NW district is intended to provide for the appropriate usage and for adequate protection of the surface water resource that is within the city limits. The use of navigable waters in addition to recreation and other public uses should allow the normal auxiliary uses required by the upland property owners adjacent to the lake and river as well as long established activities. Compliance with all applicable county, state, and federal laws is required. Project review is required for all proposed uses.

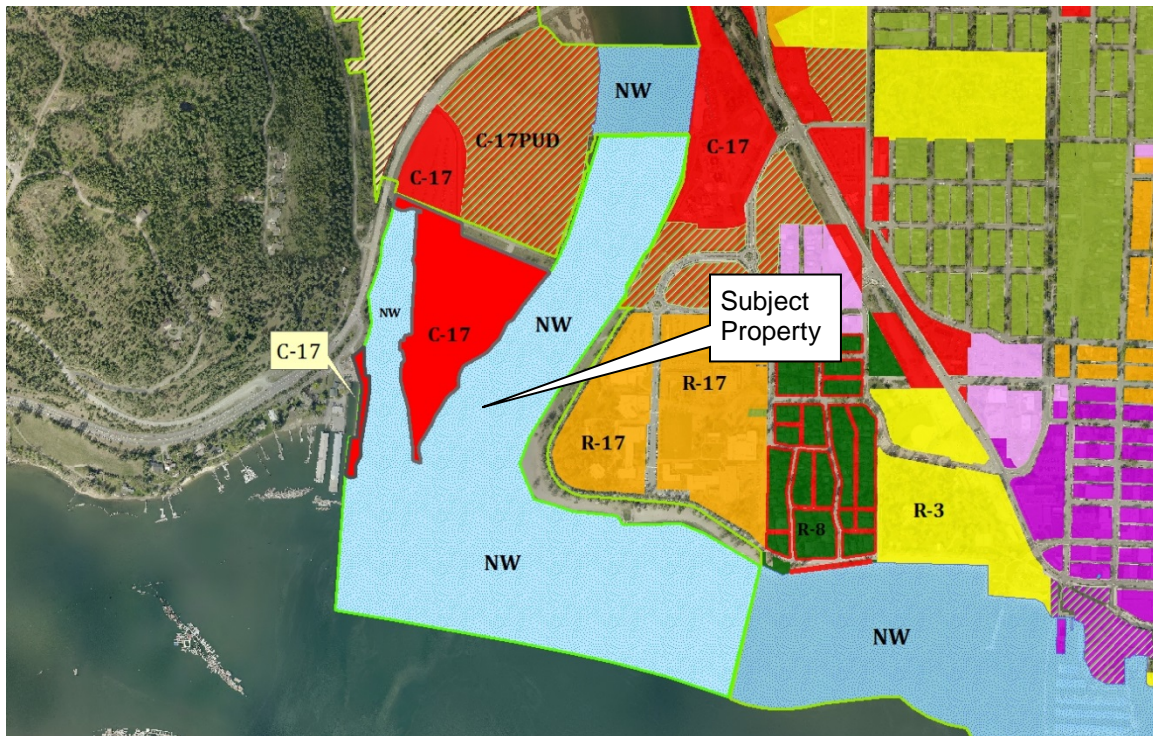
17.05.900: PERMITTED USES; PRINCIPAL

Principal permitted uses in a NW district shall be as follows:

- All long established uses
- All uses that are normal auxiliary uses to the upland property owners adjacent to the shoreline
- Facilities related to boating. Swimming and other water related activities

The proposed zoning as shown on the map below.

PROPOSED ZONING MAP:



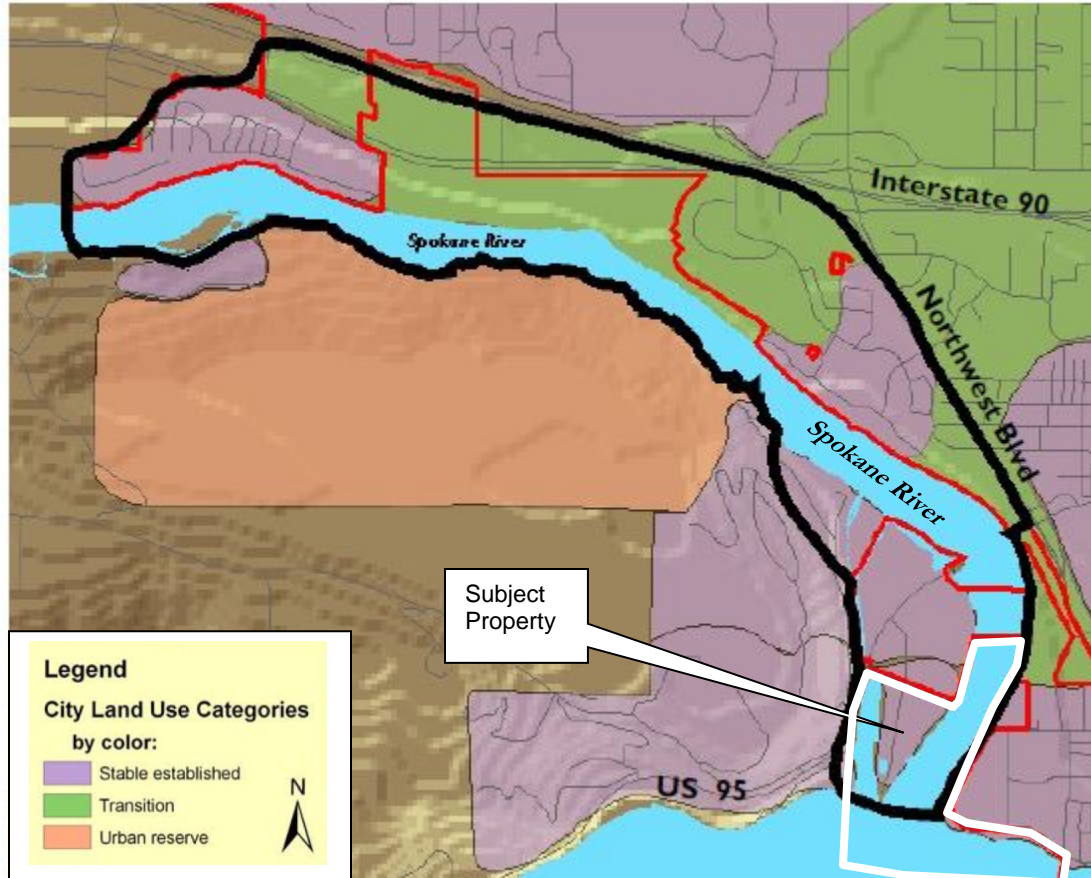
REQUIRED FINDINGS FOR ANNEXATION:

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

2007 COMPREHENSIVE PLAN LAND USE CATEGORY:

- The subject property is not within the existing city limits.
- The City's Comprehensive Plan designates this area within the Spokane River District and the Coeur D'Alene Lake Shoreline District.

COMPREHENSIVE PLAN MAP: Spokane River District



Stable Established:

These areas are where the character of neighborhoods has largely been established and, in general, should be maintained. The street network, the number of building lots and general land use are not expected to change greatly within the planning period.

Spokane River District Today:

The Spokane River District is in a state of flux from its historic past use as a site of four major waterfront sawmills and other industrial uses. In place of sawmills, recently subdivided property in this area along portions of the shoreline is developing into commercial, luxury residential units, and mixed use structures. Recent subdivisions aside, large ownership patterns ranging from approximately 23 to 160+ acres provide opportunities for large scale master planning.

The Spokane River is now under study by federal and state agencies to determine how the quality of the water may be improved. Through coordination with neighboring communities and working with other agencies, our planning process must include protecting the quality of the water from any degradation that might result from development along the river's shores.

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

Spokane River District Tomorrow:

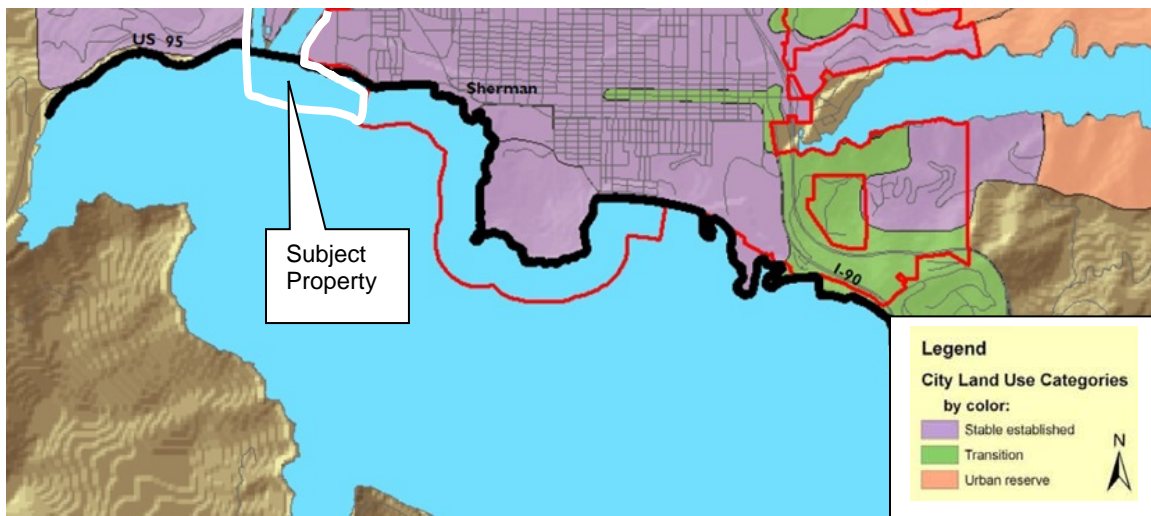
This area is going through a multitude of changes and this trend will continue for many years.

Generally, the Spokane River District is envisioned to be mixed use neighborhoods consisting of housing and commercial retail and service activities that embrace the aesthetics of the proximity to the Spokane River. As the mills are removed to make way for new development, the river shoreline is sure to change dramatically.

The characteristics of Spokane River District will be:

- Various commercial, residential, and mixed uses.
- Public access should be provided to the river.
- That overall density may approach ten to sixteen dwelling units per acre (10-16:1), but pockets of denser housing are appropriate and encouraged.
- That open space, parks, pedestrian and bicycle connections, and other public spaces will be provided throughout, especially adjacent to the Spokane River.
- That the scale of development will be urban in nature, promoting multi-modal connectivity to downtown.
- The scale and intensity of development will be less than the Downtown Core.
- Neighborhood service nodes are encouraged where appropriate.
- That street networks will be interconnected, defining and creating smaller residential blocks and avoiding cul-de-sacs.
- That neighborhoods will retain and include planting of future, large-scale, native variety trees.

COMPREHENSIVE PLAN MAP: Coeur d'Alene Lake Shoreline District



Coeur d'Alene Lake Shoreline District Today:

The Coeur d'Alene Lake shoreline is a mix of uses from east to west. The easternmost shorelines are home to hillsides that are difficult to develop. As the shoreline progresses west, the slope becomes less restrictive giving way to high end condos, a golf course, beaches, marinas, restaurants, the Tubbs Hill recreation area, public parks, a resort, residential homes, and a college campus. Citizens treasure the shoreline and actively seek to protect and provide as much public access to this amenity as possible. The Shoreline Ordinance was passed to protect,

preserve, and enhance visual resources and public access to the lake by establishing certain limitations and restrictions on shoreline property located within city limits.

Coeur d'Alene Lake Shoreline District Tomorrow:

For many, the Coeur d'Alene Lake shoreline is what sets the city apart from countless other places. The shoreline will continue to experience pressure from the development community due to its effect on property values and for the benefits it provides. As property improves, it is extremely important to balance the needs of both the public and private entities to ensure that this asset is available for all to enjoy while remaining viable for economic development. Increasing public access to our waterfront will not only create space for enjoyment, it will provide major economic opportunities for businesses that serve our citizens and welcome tourists. Shorelines are a finite and valuable resource. Our city is committed to ensuring that only appropriate growth takes place now and in the future.

COMPREHENSIVE PLAN GOALS & OBJECTIVES:

Goal #1: Natural Environment

Our Comprehensive Plan supports policies that preserve the beauty of our natural environment and enhance the beauty of Coeur d'Alene.

Objective 1.01 Environmental:

Minimize potential pollution problems such as air, land water, or hazardous materials.

Objective 1.02 Water Quality:

Protect the cleanliness and safety of the lakes, rivers, watershed, and the aquifer.

Objective 1.03 Waterfront Development:

Encourage public and private development to incorporate and provide ample public access, both physical and visual, to the lakes and rivers.

Objective 1.04 Waterfront Development:

Provide strict protective requirements for all public and private waterfront developments.

Objective 1.05 Vistas:

Protect the key vistas and view corridors of the hillside and water fronts that make Coeur d'Alene unique.

Objective 1.17 Hazardous Areas:

Areas susceptible to hazardous conditions (e.g. flooding, landslides, earthquakes, etc.) should be left in a natural state unless impacts are mitigated.

Evaluation:

The City Council will need to 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.

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

STORMWATER:

Annexation of the subject property will not impact stormwater. The subject property is already developed and manages the on-site storm drainage with bio-filtration swales. Stormwater issues will be addressed at the time of future development on the subject property. City Code requires a stormwater management plan to be submitted and approved prior to any construction activity on the site.

-Submitted by the Engineering Department

STREETS:

The subject property is accessed via S. Marina Drive, which intersects U.S. Hwy. 95. Marina Drive is a private road, owned and maintained by the two (2) adjacent owners situated on the southerly portion of Blackwell Island (Blackwell RV Park & Marina Yacht Club), with an easement for public access. The aforementioned roadway is developed to a County standard and meets the use that it is intended for. No improvements to the roadway will be required, nor is dedication of the roadway to the public necessary. U.S. Hwy.95, which is the intersecting roadway that provides access to S. Marina Drive, is under the jurisdiction of the Idaho Transportation Department and the City has no control over roadway permissions, or, requiring improvements to U.S. Highway 95.

-Submitted by the Engineering Department

WATER:

Cedars and the Marina would be required to connect to the public water system which exists in the old 95 right-of-way. The RV Park is currently connected. All necessary infrastructure installation to accomplish connection(s) and provide fire flow will be at the owner's expense. Minimum 8" mains will be required for fire hydrant spacing as specified by the Fire Dept. All infrastructure will be installed to City standards. Public utility easements (20' for water) will be required. As part of the annexation agreement, they will be required to transfer their potable water rights to the city. They will be required to share the cost of a water model as the potential for future development and proposed increased density may be detrimental to the city's current capacity to provide the necessary fire flow with no current redundant capabilities. Modeling the system would be warranted, especially in helping to determine the potential and location for a second river crossing.

-Submitted by Kyle Marine, Water Assistant Superintendent

SEWER:

Public sewer is available along Highway 95 where Blackwell (BLM) force main joins the RV Park Force main. The BLM and the RV Park each have a private Pump Station. Limited capacity is available within the 6" force main. The 2013 Sewer Master Plan identifies the subject property as pumping through a public force main. The future development may require either upsizing or parallel force main installation during peak summer use.

Policy 710 requires public sewer extension to and through such that access to public sewer service is not denied to properties beyond a project's limits.

Policy 716 requires each parcel has their own sewer lateral connections to public sewer. The City does not allow public sewer to run through a private sewer system and back to a public sewer system. Sharing a sewer lateral is not permitted.

Policy 714 – A public pump station, approved by the City, will be required for any development with flows greater than 50 dwelling units.

Policy 713 & 719 requires all public sewer infrastructure to be accessible within an all-weather surface and within a R/W or easement.

-Submitted by Mike Becker, Utility Project Manager

FIRE:

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. The Fire Department works with the Engineering and Water Departments to ensure the design of any proposal meets mandated safety requirements for the city and its residents. The Fire Department has adequate access and service to respond to the existing uses on the site.

-Submitted by Bobby Gonder, Fire Inspector

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

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

PHYSICAL CHARACTERISTICS:

The site is generally flat and in part covers an area over the Spokane River and Lake Coeur d' Alene. There are no topographical or other physical constraints that would make the subject property unsuitable for the annexation request. Site photos are provided on the next few pages.

SITE PHOTO LOCATION MAP



SITE PHOTO - 1: Central part of property looking south



SITE PHOTO - 2: North part of property looking south



SITE PHOTO - 3: Central part of property looking east



SITE PHOTO - 4: Central part of property looking south



SITE PHOTO - 5: South part of property looking east



SITE PHOTO - 6: North part of property looking north



Evaluation: *The City Council will need to 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.*

- D. **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 marina area associated with the annexation request contains 384 berths for boat parking/storage. Peak hour vehicle movements based on that number of berths, as determined by the ITE Trip Generation Manual, may amount to between 65 & 81 vehicle trips. These figures should be taken into the context in which the areas that the manual gathered the base figures from (California & Washington) are more densely populated, and that the Idaho Transportation Department controls U.S. Highway 95. The City has no control over roadway permissions, or, requiring improvements to U.S. Highway 95.

-Submitted by the Engineering Department

The Idaho Transportation Department (ITD) submitted comments via email on August 5, 2016. Their comments are provided below.

- ITD would like to require a Traffic Impact Study – US-95 and Marina Dr./Boat launch facility approach, traffic and pedestrian operation.
- A statement on any expected pedestrian crossing between the Blackwell development and the county boat launch, and what the proposed crossing would look like.

- Awareness that ITD has a corridor study in place, studying future needs along the US-95 corridor in that area with possible 4 lane facility option, possible widening of the slough bridge and Spokane River bridge.

-Submitted by Marvin Fenn, ITD

NEIGHBORHOOD CHARACTER:

From the 2007 Comprehensive Plan: Spokane River District Today

The Spokane River District is in a state of flux from its historic past use as a site of four major waterfront sawmills and other industrial uses. In place of sawmills, recently subdivided property in this area along portions of the shoreline is developing into commercial, luxury residential units, and mixed use structures. Recent subdivisions aside, large ownership patterns ranging from approximately 23 to 160+ acres provide opportunities for large scale master planning.

From the 2007 Comprehensive Plan: Coeur d'Alene Lake Shoreline District Today

The Coeur d'Alene Lake shoreline is a mix of uses from east to west. The easternmost shorelines are home to hillsides that are difficult to develop. As the shoreline progresses west, the slope becomes less restrictive giving way to high end condos, a golf course, beaches, marinas, restaurants, the Tubbs Hill recreation area, public parks, a resort, residential homes, and a college campus.

Citizens treasure the shoreline and actively seek to protect and provide as much public access to this amenity as possible. The Shoreline Ordinance was passed to protect, preserve, and enhance visual resources and public access to the lake by establishing certain limitations and restrictions on shoreline property located within city limits.

EXISTING LAND USES:

The subject property is currently used as a marina; to the north is an RV park, to the east is the Spokane River and east across the river is the North Idaho College Campus, to the south is Lake Coeur d' Alene, and to the west is Highway 95 and Lake Coeur d' Alene. There are also some single family residences to the west that are in the unincorporated area of the county.

INPUT FROM PED/BIKE COMMITTEE:

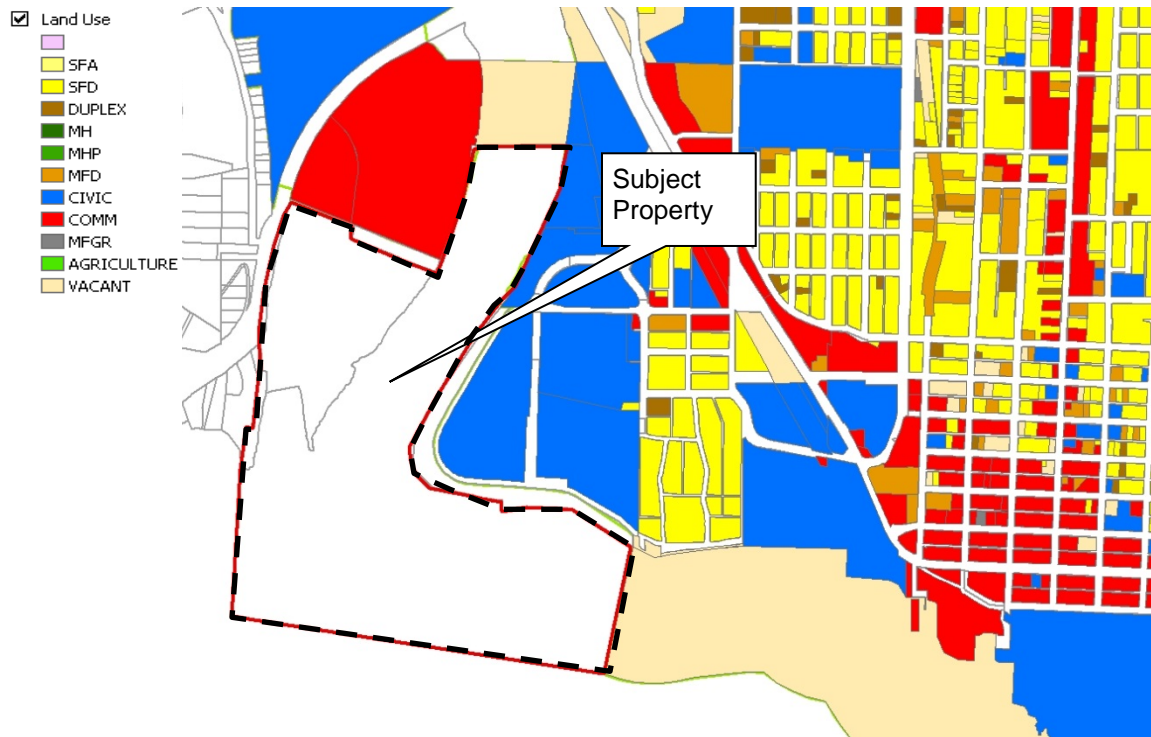
At their September 14, 2016 meeting, the City's Pedestrian and Bicycle Advisory Committee discussed the proposed annexation and made the following motion related to a pedestrian and bicycle facility:

"To advise the City Council to make a condition of annexation and PUD that a ped/bike facility be built that fits within the future development, preferably a paved trail with access to the water that loops around the island. Bike parking should be present and the committee should review of the plans at the time of development. The 2016 Draft Trails and Bikeways Master Plan specifies a trail on the Island." **Motion Passed**

The Planning Department reviewed the committee's recommendation and after discussing with the staff liaison to the Ped/Bike Committee, it became apparent that the committee did not have a good understanding of the existing and proposed uses associated with the project's Planned Unit Development (PUD). A trail would not be viable or beneficial in the marina facility because it would not be viable to have a looping

trail along the water due to the shoreline and existing and proposed uses. There is public access on the city-owned property on Blackwell Island. As part of this annexation, the applicant has agreed to pay a fee in lieu of equal to \$13,000 to vacate the portion of the existing pedestrian and bike easement that crosses the subject property. These funds, together with similar funds already paid by the Blackwell Island RV Park, would help fund a future pedestrian and bike crossing along Highway 95 with the future expansion across the river. For these reasons, staff does not support adding a condition for a trail to this annexation request.

GENERALIZED LAND USE PATTERN:



Evaluation: *The City Council will need to 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.*

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

RECOMMENDATIONS FOR ITEMS TO INCLUDE ANNEXATION AGREEMENT:

1. All public infrastructure must be located and accessible within a Right-of-Way, tract or easement dedicated to the City.
2. The subject site being annexed must comply with all Federal, State, and Local laws.
3. Cedars and the Marina will be required to connect to the public water system, as a private system.
4. All necessary infrastructure installation to accomplish connection(s) and provide fire flow will be at the owner's expense
5. Extend the water main into the property to provide fire service, which will require minimum 8" mains for fire hydrant spacing as specified by the Fire Department.
6. A minimum of 5 fire hydrants will be required to meet the fire flow. The water system may need to be looped to meet this fire flow requirements. New buildings may trigger new fire hydrants as part of the building permit process.
7. In lieu of standpipe systems in the marina/docks/piers, the Fire Department will allow fire safety pedestals similar to those installed at other marinas in the City. These pedestals, placed every 75' of travel on the docks, shall include fire extinguisher, life ring, visible and auditory alarm.
8. Per the 2012 Edition of the IFC Section 3604.5 (Communications), "a telephone not requiring a coin to operate or other approved" is required. Today's cell coverage has been expanded to the point that this area is well covered with adequate cell towers, coverage and most people use mobile phones as their primary communication device. With this in mind, a telephone not requiring a coin to operate will not be required. The Coeur d'Alene Fire Department will require a sign(s) placed in conspicuous location(s) stating the address(s) so valued guests of the City of Coeur d'Alene that may not know the address can call for help using their mobile phone.
9. All public infrastructure(s) is required to be installed to City standards.
10. Public utility easements (20' wide easement for utilities) will be required.
11. As part of the annexation they will be required to transfer their potable water rights to the city. The City will not need their well that exists on the property.
12. The applicant has already conducted a water model for the project, which showed that the owner's PUD project would not impact the city's water system. If uses are proposed in the future that are not currently anticipated through the PUD beyond the marina and restaurant use or otherwise, the Applicant will be required to share the cost of a water model as the potential for future development and proposed increased density may be detrimental to the city's current capacity to provide the necessary fire flow with no current redundant capabilities. Modeling the system a second time would be warranted, especially in helping to determine the potential and location for a second river crossing. The Applicant may be requested to pay for some oversizing and help pay for the second crossing if their project impacts the rest of the system, including if it reduces fire flow to the rest of the residents in the system.
13. The applicant will be required to extended public sewer infrastructure per the City's to and through policy. The owner agrees to extend the existing 20 foot wide utility easement along US-95 and extend the sewer infrastructure to the ordinary high water mark of the Blackwell Slough. The applicant will agree to allow future connection to the system.

14. The Applicant shall update the 2013 Sewer Master Plan for their area of city impact and rerun the Hydra program to demonstrate that the sewer impact of the owner's PUD does not overload the downstream public sewer infrastructure between the bridge and the treatment plant, and determine how the infrastructure should be designed.
15. Provide sewer lateral connection(s) at the edge of the owner's undeveloped parcel(s).
16. The PUD may require a Public Sewer Pump Station to pump into a public force main if sewer flows exceed 50 dwelling units (inhabited dwelling units).
17. The City is not responsible for any private water or sewer infrastructure.
18. Ensure the designated open space area within the marina and the Blackwell Slough is accessible to the public from the waterway, and not create a barrier that restricts water access to the BLM property and waterway on the west side of Highway 95.
19. The annexation does not convey title to the bed of the lake; the bed of the lake is still Public Trust lands that are managed by Idaho Department of Lands (IDL). IDL requires that if any work is done below the Ordinary High Water Mark, the applicant first receive approval from IDL for the work.
20. The approved Corps of Engineers and State of Idaho permits for raising Blackwell Island above the base flood elevation include a Flood Study submitted to the City of Coeur d'Alene in 2009 by Coleman Engineering demonstrating that the work approved in the Corps and State permits will not impact the floodway or water course. The City agrees to accept this Flood Study to satisfy the applicable requirements of City Code 15.32 Flood Damage Prevention.
21. Stormwater swales will be allowed below the base flood elevation.
22. The Limited Design Planned Unit Development is conditionally approved pending the Annexation of the subject property.
23. Vacate the portion of the existing pedestrian and bike easement that crosses the subject property and pay a fee in lieu of equal to \$13,000 to help fund a future pedestrian and bike crossing along Highway 95 with the future expansion across the river.

ITD's Requests:

24. ITD would like to require a Traffic Impact Study – US-95 and Marina Dr./Boat launch facility approach, traffic and pedestrian operation.
25. A statement on any expected pedestrian crossing between the Blackwell development and the county boat launch, and what the proposed crossing would look like.
26. Awareness that ITD has a corridor study in place, studying future needs along the US-95 corridor in that area with possible 4 lane facility option, possible widening of the slough bridge and Spokane River bridge.
27. If new structures are proposed within 35 feet from U.S. Highway 95 right-of-way, the applicant shall coordinate with ITD regarding future widening of the highway.

ACTION ALTERNATIVES:

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

**MARINA YACHT CLUB LLC
P O BOX 6200
COEUR D'ALENE, IDAHO 83816**

July 1, 2016

Mayor Widmyer and Councilmembers
City of Coeur d'Alene
710 Mullan Ave.
Coeur d'Alene, ID 83814

Re: Blackwell Island Annexation Request

Mayor Widmyer and Councilmembers:

On behalf of Marina Yacht Club LLC, owner of the property at Blackwell Island, we are formally submitting our request for annexation into the City of Coeur d'Alene. As a part of this annexation request, we are also submitting appropriate zoning and zone change documents. There are also specific areas of the property that we are submitting overlays of a Limited PUD.

Marina Yacht Club LLC acquired the property in 2004. Since that time, our related company, Hagadone Hospitality Co. has operated the marina and the related marina storage and service facilities. Hagadone Hospitality also operates the Cedar's Restaurant on the south end of the island.

In 2010, Marina Yacht Club LLC acquired significant permits from the US Army Corp of Engineers, and the Idaho State Department of Lands to improve the marina waterway and the developable land, including dredging, sea walls, placement of fill, installation of new marina facilities, and other related improvements. To date none of this permitted work has commenced. The marina and other marine facilities have continued to operate under the permits in place from the State of Idaho, Department of Lands.

In 2015, improvements were made to the marina operation, including storage building upgrades, site grading, new utilities, new paving and related storm drainage structures. The marina operation continues to grow, and we now find it in the best interest of all parties to annex the property into the City of Coeur d'Alene

to accommodate the growth and future plans with available city services, including sewer and water.

Per the attached satellite view, we show the proposed zoning and Limited PUD requests, differentiated by color for clarity. In summary the requests are as follows:

ANNEXATION

- All the land south of the existing RV Park is presently in the County. All the real property south of the present boundary is to be annexed into the City limits.
- Marina Yacht Club LLC owns the 6.7 acres parcel west of the R V Park, which is already in the City limits. This parcel is zoned C-17 L and is part of the PUD/SUP created by the owners of the R V Park in 1997.

ZONING REQUESTS

- All of the property being requested for annexation is proposed to be zoned as C-17, which is the appropriate zoning for the marina and marina related operations that exists there today.
- The 6.7 acre parcel that is presently in the city, is being requested to have a zone change from C-17L to C-17. We are also requesting that this parcel be removed from the existing PUD/SUP. We have submitted this request with the Community Planning Director and Planning and Zoning Commission.
- The portions of the annexation that are lake and river, which maintain an encroachment permit from the State of Idaho, Department of Lands for a marina and related marina facilities, are being requested to be zoned Navigable Water, NW.

LIMITED PUD REQUESTS

- The shoreline of the Blackwell Island is a part of the City's Shoreline Regulations. As an existing marina, the land within the 40' no construction zone has structures that are an integral part of the marina for access and security. We are requesting that all of the 40' zone that surrounds the marina have a limited PUD envelope allowing marina related facilities and structures up to 20' in height and light poles up to 30' height to be maintained and constructed as a part of the marina complex, utilities and to

allow shoreline stabilization. This is shown on the map as PUD Area C (3.3 Acres).

- This 40' envelope is requested to continue from the southernmost point of the parcel ("Point") along the river encompassing the entryway to the Cedar's and then north along the river shoreline 910 feet to accommodate restaurant related facilities and structures up to 20' height and light poles up to 30' height, utilities and to allow shoreline stabilization. This is shown on the map as PUD Area B (0.8 Acres).
- The remainder of the Spokane River shoreline north, 985 feet is requested to allow shoreline stabilization. This is shown on the map as PUD Area A (0.9 Acres).
- The Shoreline ordinance has a 150' zone, north of the line of River Ave., that limits the height of structures to no more than 30'. A key part of the marina expansion involves the construction of dry stack storage of boats in a vertical manner. We are requesting a 60' high PUD within the 150' zone to allow for the existing building in that zone, and the future construction of structures up to the height of 60'. This is shown on the map as PUD Area E (3.0 Acres).
- The existing sales and office building is within the 40' no structures zone. We are requesting a 30' high PUD over the area of the existing facility. This is shown on the map as PUD Area D (0.15 Acres).

The PUD ordinance has a 10% open space requirement. The 1.4 acre open space shown on the map provides 17% of the PUD Area (8.15 Acres) as open space.

Attached are completed applications that cover the requests that have been outlined herein. We also include the required fees and legal notice documentations required.

We look forward to working with you and the City staff on this annexation, zoning, zone change and PUD requests.

Sincerely,



John R. Barlow, Manager
JRB Properties, LLC
Representative for
Marina Yacht Club LLC

**PLANNING COMMISSION
MINUTES
AUGUST 9, 2016
LOWER LEVEL – COMMUNITY ROOM
702 E. FRONT AVENUE**

COMMISSIONERS PRESENT:

Brad Jordan, Chairman
Lynn Fleming
Michael Ward
Peter Luttrupp
Tom Messina, Vice Chair
Lewis Rumpler
Jon Ingalls

STAFF MEMBERS PRESENT:

Hilary Anderson, Community Planning Director
Sean Holm, Planner
Mike Behary, Planner
Shana Stuhlmiller, Public Hearing Assistant
Randy Adams, Deputy City Attorney

COMMISSIONERS ABSENT:

CALL TO ORDER:

The meeting was called to order by Chairman Jordan at 5:30 p.m.

APPROVAL OF MINUTES:

Motion by Luttrupp, seconded by Fleming, to approve the minutes of the Planning Commission meeting on July 12, 2016. Motion approved.

COMMISSION COMMENTS:

None.

STAFF COMMENTS:

Hilary Anderson, Community Planning Director, announced that we have one (1) item scheduled for a public hearing on the September 13th Planning Commission meeting. She announced that a draft Vacation Ordinance is almost complete and when the draft is done a copy will be sent to staff, the stakeholders and then the Planning Commission. This year we will be holding another Parking (it) On Sherman Day, which is tentatively scheduled for Friday, September 16th.

PUBLIC COMMENTS:

None.

ADMINISTRATIVE ITEM:

1. Applicant: Marina Yacht Club, LLC
 Location: Property immediately Southwest of the Blackwell Island RV Park,
 800 S. Marina Drive.

 Request: Removal of Blackwell Island Marina Yacht Club
 Property from the RV Park PUD and Special Use Permit
 ADMINISTRATIVE (PUD-1-97SP.m)

Mike Behary, Planner presented the staff report and answered questions from the Commission.

Commissioner Luttrupp questioned when the original Planned Unit Development (PUD) and Special Use Permit were granted for this property.

Mr. Behary explained that the original PUD and Special Use Permit were approved by the Planning Commission on April 30, 1997.

Ms. Anderson explained that this request, if granted, will remove the existing PUD and Special Use Permit approved in 1997 giving the applicant a “clean slate” for the new request. She explained that Randy Adams, Chief Civil Deputy City Attorney, reviewed the request, and determined the PUD removal does not require a public hearing and can be done administratively.

Public Testimony open.

Matthew Hall, owner of Blackwell Island RV Park, explained when the original RV Park was under construction Marina Drive was rebuilt and repositioned as a condition of the original PUD. When the property was sold to the Hagadone Corporation, the legal description was copied from an out of date Title report. The Hall family has tried to correct this error with the Hagadone Corporation for nine years, and feels it is in the best interest for everyone involved that this error be resolved.

Ms. Anderson stated this is unfortunate, and suggested they should work with the County and the City Engineering Department, to determine the correct legal description.

Chairman Jordan expressed that the job of the Planning Commission is to make a decision on the removal of the existing PUD and Special Use Permit. He suggested they talk with staff after the meeting, to determine the right contact to help resolve this title error.

Mr. Hall requested staff to bring up the aerial map on the screen, so he could show the Commission where the discrimination is for the property line.

Ms. Anderson clarified that the map used for this exhibit is based on the GIS and our plat lines don't always line up with aerial map. The line maybe shifted to look like the line is on their property, which may not be accurate.

Ann Hall, owner of Blackwell Island RV Park, explained when Robert Hall sold the Marina and Yacht Club the agreement with the Hagedone Corporation was that each was to keep ½ of Marina Drive. She stated when the agreement was being drafted the title company pulled up the wrong legal description and when they found out the legal description was wrong they contacted John Magnuson to correct this problem. A new agreement was drafted and a copy has been sitting on Mr. Hagedone's desk since 2008. The Hagedone Corporation has acknowledged that the legal description completed in 2008 is correct. They will not sign the paper work. She is concerned because if this request is based on the map that is presented tonight, they will be losing six of their RV sites.

Chairman Jordan inquired if staff has any suggestions to help resolve this issue.

Mr. Adams suggested that we hear from the Applicant, and hear his side of the story before we give any direction.

John Barlow, Applicant explained when they purchased the property in 2004 the legal description was based on a survey prepared by the Hall family. He stated in 2006 when they came before the Planning Commission with a PUD and Annexation request, it was discovered there was an error with the legal description. When the Hall's moved the road, they failed to move the property line so the legal description was wrong. He stated there are two sides to every story, and as of today is in negotiations with the Hall family to try and resolve this problem.

Mr. Adams expressed concern the property to be removed from the PUD is described by a legal description, and if there is a dispute to remove this by the legal description and that is wrong, that needs to be addressed by the Applicant and the Hall Family.

Public Testimony closed.

Discussion:

Motion by Ingalls, seconded by Messina, to approve Item PUD-1-97SP.m. Motion approved.

PUBLIC HEARINGS

1. Applicant: Active West Builders
 Location: Between John Loop and West Riverstone Drive
 Request: An 11-lot residential pocket housing preliminary plat
 "Riviera Court" in a C-17 (Commercial & Residential at 17
 units/acre) zoning district.
 QUASI-JUDICIAL, (S-5-16)

Sean Holm, Planner presented the staff report and answered questions from the Commission.

Commissioner Ingalls noted that the open space requirements for a pocket housing development are not similar to a normal Planned Unit Development (PUD), and inquired if staff could explain what those are.

Mr. Holm explained the open space requirements are based on usable open space for residents. Such space may be either in a common, or shared form or associated with individual units.

Public Testimony open.

Eric Olson, Applicant representative stated that staff did a great presentation and feels that there is not much more to add. He explained when the original plan was presented earlier staff suggested omitting some of the units so the project would meet city requirements. He upheld that staff has been great to work with. He then asked if the commission had any questions.

Commissioner Ingalls commented in the staff report there are 10 conditions, and inquired if the Applicant has any issues with them.

Mr. Olson stated that they do not have any issues with the conditions.

Public Testimony closed.

Motion by Ward, seconded by Fleming, to approve Item S-5-16. Motion approved.

ROLL CALL:

Commissioner Fleming	Voted	Aye
Commissioner Ingalls	Voted	Aye
Commissioner Messina	Voted	Aye
Commissioner Luttrupp	Voted	Aye
Commissioner Rumpier	Voted	Aye
Commissioner Ward	Voted	Aye

Motion to approve carried by a 6 to 0 vote.

2. Applicant: Marina Yacht Club
Location: 1000 N. Marina Drive and portions of the Spokane River and Lake Coeur d'Alene surrounding Blackwell Island.
Request:
- A. Zoning Prior to Annexation of 172.24 acres from County Commercial to City C-17(Commercial at 17units/acre) and NW (Navigable Waters). LEGISLATIVE, (A-4-16)
 - B. A proposed 15.61 acre Limited Planned Unit Development "Blackwell Island Marina Yacht Club Limited Design PUD" QUASI-JUDICIAL, (PUD-3-16)

Mike Behary, Planner presented the staff report and answered questions from the Commission.

Public Testimony opened.

- A. A-4-16
The property is located within two stable and established Comprehensive Plan districts: Spokane River District and the Coeur d'Alene Lake Shoreline District.

Comprehensive Plan objectives include: environmental, water quality, water development, encourage private and public development, incorporate and provide ample public access (both physical and visual) to lakes and rivers.

There are no topographical or other physical constraints that would make the property unsuitable for the annexation request.

Traffic and neighborhood are existing land uses that have been there for many years.

Water modeling to determine required fire flow and recommendations.

This annexation application will be sent to City Council for final review, and recommendations for approval/denial.

John Barlow, P.O. Box 1180, Coeur d'Alene, ID, 83816, spoke on behalf of the Hagadone Marine Group.

The Hagadone Marine Group has been operating the marina since 2004, and has invested several million dollars improving the site to include: storm water runoff, curbing, upgraded buildings, upgraded ramps, lighting, sales area with an on-the-water showroom, entryway ramp to the Cedar's

floating restaurant, enhanced drainage swale areas that are properly sloped and filtered, and private well and drain fields.

The Annexation request is driven by the growth of their business, and the requested expansion is consistent with the use of the land in the past.

This property connects people to the lake and the activities via boating and dining on the water at the Cedar's Restaurant.

Page No. 70 of the City's Comprehensive Plan describes a mix of uses from east to west to include: high end condominiums, golf courses, beaches, marinas and restaurants. Barlow - Blackwell Island is consistent with the neighborhood and established Comprehensive Plan.

The Applicant has no problems with the outlined requirements for this project.

The Applicant is requesting zoning for existing uses and expected uses of a marina facility, including boat sales, boat slips, seasonal boat trailer storage, boat service areas, boat showroom and storage.

Applicant Summary – zoning request is consistent with City Comprehensive Plan, property is stable and established, marinas and restaurants are listed in the Comprehensive Plan as acceptable uses, existing Blackwell Island property is zoned C-17 (including the Hall property). What you see today is what you will continue to see operating. The Applicant has reviewed staff recommendations, and is "on board" with the conditions to be hammered out in a future annexation agreement.

Ron and Juanita Loveland were "neutral" regarding the project.

There being no additional comments, the Public Testimony was closed.

Commissioner Ingalls moved to approve this annexation and support the annexation request, with the following findings: This matter has come before the Planning and Zoning Commission on August 9, 2016, A-4-16 for annexation request from County Commercial to C-17 Commercial at 17 units per acre and Navigable Water (NW) zoning district, Applicant is Marina Yacht Club, LLC, property is located at 1,000 South Marina Drive and portions of the Spokane River and Lake Coeur d'Alene surrounding Blackwell Island, adopting findings B1 through B7 as written verbatim in the template, and that B8 be incorporated – which is the finding that the proposal is in conformance with the Comprehensive Plan policies, the Comprehensive Plan supports the area being in flux, focus on protection of quality of water, area is going through a multitude of changes with a long historic use being preserved into the future, public areas being provided to the river while balancing public and private entities, the annexation agreement stands up against Section 1.01 Environmental / Section 1.02 Water Quality Protection / Section 1.03 Waterfront Development Goals / Section 1.04 Waterfront Development with Protective Requirements / Section 1.05 Vistas / and Section 1.07 Hazardous Areas / B9 the future annexation agreement supports the statement that utilities are available / B10 finding that the physical characteristics of the site do make it suitable for the request / B11 finding that the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character and existing uses supported by a future traffic study / and the same uses have been in existence since 1965. Commissioner Ingalls concluded the motion that the Planning Commission, pursuant to the aforementioned, finds the request of Marina Yacht Club, LLC, for zoning prior to annexation, as described in the application, should be approved, with suggested provisions for inclusion in the annexation agreement, these 16 items, 13 from staff, three from ITD, as written verbatim in the template.

Motion by Ingalls, seconded by Rumpler, to approve Item A-4-16. Motion approved
ROLL CALL:

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

Motion to approve carried by a 6 to 0 vote.

Public Testimony opened.

B. PUD-3-16

Chairman Jordan stated this second portion of this project involves planning development for a 15.61 acre Planned Unit Development, Blackwell Island, Marina Yacht Club, Limited Design PUD. No conflicts of interest were declared.

Mike Behary, City Planner stated public notice was published in the Coeur d'Alene Press on July 23, 2016 and all other notifications have been made, presented he staff report and answered questions from the commission.

The location is Blackwell Island and part of this PUD will go into the area that was removed.

The Applicant has indicated significant improvements have been made to the Marina, which continues to grow.

City services including sewer and water would accommodate their growth and future plans.

This limited design PUD is contingent upon approval and completion of the annexation of this property into the City.

The Applicant has structures located at the Marina that are in conflict with the City's Shoreline Ordinance, and if approved the limited design PUD would allow for these Marina structures and facilities to remain and be a legal use along the City's shoreline. The City's shoreline ordinances prohibits construction within 40 feet of the shoreline, and is intended to protect the shoreline from erosion and maintain an open space / buffer between development and the water.

Marina operations typically consist of sales offices, maintenance and repair facilities, restaurants, bars, docks, walkway, ramps, boat slips, dry boat storage areas over gravel, dry stack buildings and are typically found in close proximity to the water.

The required eight findings must receive approval as follows: B8A – The Applicant has steadily improved the facility, and the Cedar's Restaurant provides a unique place to dine and enjoy the lake. The Applicant is proposing to allow for dry stack storage buildings for boating customers. B8B – The project is located within the Spokane River District and the Coeur d'Alene Lake Shoreline District, which are both stable and established. The Comprehensive Plan objectives were discussed in the annexation portion of this project under 1.01 Environmental, 1.02 Water Quality, and 1.03 Waterfront Development and discussed above for compliance. Building envelope considerations include: buffering, building heights and bulk, off-street parking, open space, privacy and landscaping. The building envelopes being proposed are consistent with the Marina operation and adjacent uses, and proposed for location away from the Spokane River. B8E – Provisions for open space area as determined by the Commission, no less than 10 % of the gross land area, free of buildings, streets, driveways or parking areas. Common open space shall be accessible to all users of the development and usable for open space and recreational purposes. The Applicant has indicated a 36-foot wide open area through the Marina is and will continue to be open dedicated space, which totals 1.7 acres and meets the 10 percent requirement of the PUD. See pages 17 and 19 of the Staff Report for

specific department comments regarding traffic. Setbacks provide access for emergency vehicles, protection of neighborhood character with buildings not proposed adjacent to other property owners. B8H – The building envelope does/does not provide for adequate sunlight, fresh air, and usable open space. The dry stack structures will be located toward the west part of the property, and away from the riverside of the property.

Recommended conditions – This PUD is conditionally approved pending the annexation of the subject property into the City. There are an additional 20 recommended conditions, including two from ITD. See pages 21 and 22 of the Staff Report.

The Shoreline Ordinance was discussed at length, and how that affects this application for an existing project and PUD Overlay.

Mr. John Barlow, representing Marina Yacht Club, LLC was present to discuss the PUD Overlay for the existing facilities. Area A contains no structures to maintain the shoreline and have stabilization. Area B involves the restaurant, sewerage provisions, lift station, transformers, controls, light poles, gates, and ramps with a request for structures up to 20 feet in height, light poles up to 30 feet in height, and bank stabilization. Area C preservation of marina-related facilities, structures up to 20 feet in height, light poles up to 30 feet in height, and utilities and other shoreline stabilization required to be a marina (3.4 acres in total). Area D allows for the area of our sales building (.15 existing acres), 30 feet of height to accommodate what's there. Area E and the future of marinas, largely driven by costs and water space involve dry stack buildings for summer storage and not winter storage uses. Up to 60 feet in height allows for a smaller footprint for the dry stack buildings. Area F comprises the uses of inside and outside boat and boat trailer storage, boat showrooms, boat sales, and other related boat uses. Proposing .2 spaces per stored boat or one space per boat, because everybody doesn't come at the same. The 36-foot open space area is part of our permit with the United States Corps for the dredging and the improvements of the island, following 3.5 years of public comments, as this is a popular kayaking and paddle board route. Their zoning request fully respects the 40-foot Shoreline Ordinance allowing access to be in the marina business. If these cannot be accommodated and the PUD overlay isn't approved, we are unable to annex into the City as we would lose our access. The height of the dry stack buildings would be viewed from the Highway, and some hillside homes. The dry stack boats are out of the water and not leaking oil for environmental benefits. Project includes close to a million dollars putting in the infrastructure that we have to have; taxes will be generated and paid to the City. The project creates hundreds of jobs, with many kids from the NIC Training programs who now work on engines and service boats. They have really good jobs now because of a vibrant and growing business.

Commissioner Ingalls moved to approve the PUD-3-16 request on August 9, 2016 for a Limited Planned Unit Development known as Blackwell Island Marina Yacht Club Limited Design PUD.

The Applicant is the Marina Yacht Club for a +/- 15.6 acre parcel located at 1000 S. Marina Drive. Adopting findings B1 through B7 as referenced in the form sheet, and adopting B8 and B8A providing that the proposal does provide a functional, enduring and desirable environment good for growth, and jobs. This supports preservation of current use and allows for improvement of an asset that's been there since 1965. Preserving continued public access to restaurants and marina facilities, as well as the open space that's embodied in this are all positives that relate to B8A. This proposal is consistent with the Comprehensive Plan B8 finding that the proposal is in conformance with the Comprehensive Plan policies, the Comprehensive Plan supports the area being in flux, focus on protection of quality of water, area is going through a multitude of changes with a long historic use being preserved into the future, public areas being provided to the river while balancing public and private entities, the annexation agreement stands up against Section 1.01 Environmental / Section 1.02 Water Quality Protection / Section 1.03 Waterfront Development Goals / Section 1.04 Waterfront Development with Protective Requirements / Section 1.05 Vistas / and Section 1.07 Hazardous Areas. B8C syncs nicely with the Comprehensive Plan for the annexation that this is embodied in, and the building envelopes are compatible with and are sufficiently buffered from uses on adjacent properties. The design elements that may be considered and that we

looked at are the heights and bulk and proximity to the river versus the slough. The setback is back from the 40-foot line. The 60-foot height and the nature of the dry stack buildings that we have seen pictures of are an indication that the envelopes would be compatible with the existing marina uses and surrounding environment. B89D, the proposal is compatible with the natural features of the site and adjoining property. We have looked at the natural features of topography, vegetation, wildlife, and habitats. Basically supported by the staff comment on page 13 it is compatible with the topography and vegetation. B8E, the proposal does provide private common space with 1.7 acres of open water to the public for kayaking and paddle boarding. B8F the location, design and size of the proposed building envelope is such that traffic generated by the development can be accommodated safely on minor arterials and collector streets without requiring unnecessary utilization of other residential streets. Finding supported by the staff report and analysis by the City's Engineer. B8G proposed setbacks do provide adequate emergency vehicle access, referenced in the supportive staff report comments from the Fire Department. The neighborhood character is preserved, as it is an existing use. B8H the proposed building envelope will provide for adequate sunlight, fresh air and usable open space; based upon the Planning Commission's judgment of the exhibits. Adequate provisions have been made with respect to flood and landslide hazards. In conclusion, and as the decision motion, that pursuant to the aforementioned, we would find that the request that the Marina Yacht Club Limited Design Planned Use Development should be approved. There are special conditions that would be recorded that I will not read, that I would reference as those that are on page nos. 3, 4, and 5 of the staff report, and that would be, by reference, 21 special conditions indicated there to be included.

Commissioner Luttrupp will be voting against this motion for two reasons; I believe that it is not compatible with our Comprehensive Plan, and I also believe it is not compatible with our Shoreline Ordinance.

Chairman Jordan stated in his personal opinion, this is one of the first properties that is seen, as people approach the City from the south end. I commend the Applicant for all of the improvements that you are doing out there, and I think seeing the high quality of design and development here reflects well on the City. When people drive in from this direction it is the first impression of the City. It is one of those properties that you notice as you drive in from the south. It's hard to believe in the early 1960's they had pits out there and burned garbage on this property. Back then, a lot of areas around the lake were industrial users, so it has come a long way.

Commissioner Ingalls stated he feels the essence of the marina is at odds with our Shoreline Ordinance. You can't have a marina without some structures, and I think we are looking for the spirit and intent. We are only trying to make an existing marina, existing restaurant, and existing structures there better. The Applicant put the money into them already, and just need to hook it up to sewer. So, a lot of this is just a matter of grandfathering in marina stuff. There is no other marina in town that would meet it strictly anyway.

Commissioner Luttrupp clarified he believes the project is pretty. If the Marina chooses to expand, they need to hook up to City water and sewer, which is fine. But it would seem that there would be possible buildings to provide more shoreline compatibility, per the Shoreline Ordinance. We disagree on part of it, but I do not disagree that it is a nice marina. It was built in the County, and if it comes within the City, there's no question it is a positive piece of work.

Motion by Ingalls, seconded by Messina, to approve Item PUD-3-16. Motion approved.

ROLL CALL:

Commissioner Fleming	Voted	Aye
Commissioner Ingalls	Voted	Aye
Commissioner Messina	Voted	Aye
Commissioner Luttrupp	Voted	Nay
Commissioner Rumpler	Votes	Aye
Commissioner Ward	Voted	Aye

Motion to approve carried by a 5 to 1 vote.

ADJOURNMENT:

Motion by Messina, seconded by Fleming, to adjourn the meeting

The meeting was adjourned at 7:54 p.m.

Prepared by Shana Stuhlmiller, Public Hearing Assistant

**COEUR D'ALENE PLANNING COMMISSION
FINDINGS AND ORDER**

A. INTRODUCTION

This matter having come before the Planning Commission on August 9, 2016, and there being present a person requesting approval of ITEM A-4-16, a request for zoning prior to annexation from County Commercial to city C-17 (Commercial at 17units/acre) and NW (Navigable Waters) zoning districts.

APPLICANT: MARINA YACHT CLUB, LLC

LOCATION: PROPERTY LOCATED AT 1000 S. MARINA DRIVE AND PORTIONS OF THE SPOKANE RIVER AND LAKE COEUR D'ALENE SURROUNDING BLACKWELL ISLAND

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

- B1. That the existing land uses are an RV Park use to the north, marina uses to the south and west, and the Spokane River to the east.
- B2. That the Comprehensive Plan Map designation is the Spokane River District and the Coeur d'Alene Lake Shoreline District.
- B3. That the zoning is County Commercial.
- B4. That the notice of public hearing was published on July 23, 2016, which fulfills the proper legal requirement.
- B5. That the notice of the public hearing was not required to be posted, which fulfills the proper legal requirement.
- B6. That 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 August 9, 2016.
- B8. That this proposal is in conformance with the Comprehensive Plan policies as follows:
 - Objective 1.01- Environmental: Minimize potential pollution problems such as air, land water, or hazardous materials.
 - Objective 1.02 -Water Quality: Protect the cleanliness and safety of the lakes, rivers, watershed, and the aquifer.
 - Objective 1.03- Waterfront Development: Encourage public and private development to incorporate and provide ample public access, both physical and visual, to the lakes and rivers.
 - Objective 1.04 – Waterfront Development: Provide strict protective requirements for all public and private waterfront developments.
 - Objective 1.05 – Vistas: Protect the key vistas and view corridors of the hillside and water fronts that make Coeur d'Alene unique.

Objective 1.17 – Hazardous Areas: Areas susceptible to hazardous conditions (e.g. flooding, landslides, earthquakes, etc.) should be left in a natural state unless impacts are mitigated.

- B9. That public facilities and utilities are available and adequate for the proposed use. This is based on the future annexation agreement and supports the statement that utilities are available.
- B10. That the physical characteristics of the site do make it suitable for the request.
- B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, and existing land uses supported by a future traffic study and the same uses have been in existence since 1965.

C. ORDER: CONCLUSION AND DECISION

The Planning Commission, pursuant to the aforementioned, finds that the request of **MARINA YACHT CLUB, LLC.** for zoning prior to annexation, as described in the application should be approved.

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

1. All public infrastructure must be located and accessible within a Right-of-Way, tract or easement dedicated to the City.
2. The applicant will be required to extended public sewer infrastructure per the City's to and through policy.
3. The subject site being annexed must comply with all Federal, State, and Local laws.
4. Cedars and the Marina will be required to connect to the public water system.
5. All necessary infrastructure installation to accomplish connection(s) and provide fire flow will be at the owner's expense.
6. Required to install minimum 8" mains for fire hydrant spacing as specified by the Fire Dept.
7. All infrastructure(s) is required to be installed to City standards.
8. Public Utility Easements Platted: Public utility easements (20' easement for water) will be required.
9. As part of the annexation they will be required to transfer their potable water rights to the city. The City will not need their well that exists on the property.
10. Applicant will be required to share the cost of a water model as the potential for future development and proposed increased density may be detrimental to the city's current capacity to provide the necessary fire flow with no current redundant capabilities. Modeling the system would be warranted, especially in helping to determine the potential and location for a second river crossing.
11. The City is not responsible for any private water or sewer infrastructure.
12. Ensure public access to the designated open space area within the marina and the Blackwell Slough.

13. The annexation does not convey title to the bed of the lake; the bed of the lake is still Public Trust lands that are managed by Idaho Department of Lands (IDL). IDL requires that if any work is done below the Ordinary High Water Mark, the applicant first receive approval from IDL for the work.

ITD's Requests:

14. ITD would like to require a Traffic Impact Study – US-95 and Marina Dr. /Boat launch facility approach, traffic and pedestrian operation.
15. A statement on any expected pedestrian crossing between the Blackwell development and the county boat launch, and what the proposed crossing would look like.
16. Awareness that ITD has a corridor study in place, studying future needs along the US-95 corridor in that area with possible 4 lane facility option, possible widening of the slough bridge and Spokane River bridge

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

ROLL CALL:

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

Motion to approve carried by a 6 to 0 vote.


CHAIRMAN BRAD JORDAN

STUHMILLER, SHANA

From: Pat Behm <pbandjcda@hotmail.com>
Sent: Thursday, September 01, 2016 6:50 PM
To: STUHMILLER, SHANA
Subject: Re: Transcripts for Blackwell Island Annexation and Limited PUD heard at the Planning Commission meeting on August 9, 20016

Shana,

Today, I dropped off a large map for the 9/20 Council mtg. It's from public file documents collected. It was filed with previous Blackwell Island plans for the CITY by the same applicant proposing annexation. The plan was clearly rejected in 2005, which definitely included high rise condos along the Spokane River. Much is not disclosed with NEW or expanded uses beyond those "established"- like the creation of 6 story boat lifts on riparian buffers to run 24/7 w/lights. Please note the map shared today is outdated, yet the new file maps are vague on vital details. I hope to possibly help share with decision makers relatively recent history, noting interdependent agency issues (annexing navigable waters, submerged lands, etc).

Thanks- my computer won't let me edit on-line for the form sent, but I can stop by. Can review records later. Have a nice relaxing weekend!

... shared Email, please limit forwarding.

Shana, sure appreciate your time! ~ Julie

From: STUHMILLER, SHANA <SHANA@cdaid.org>
Sent: Thursday, September 1, 2016 1:53 PM
To: 'pbandjcda@hotmail.com'
Subject: Transcripts for Blackwell Island Annexation and Limited PUD heard at the Planning Commission meeting on August 9, 20016

Julie,

Attached are the transcripts for the PUD and Annexation.

Also, I've included a Public Records Request for you to fill out and send back to me.

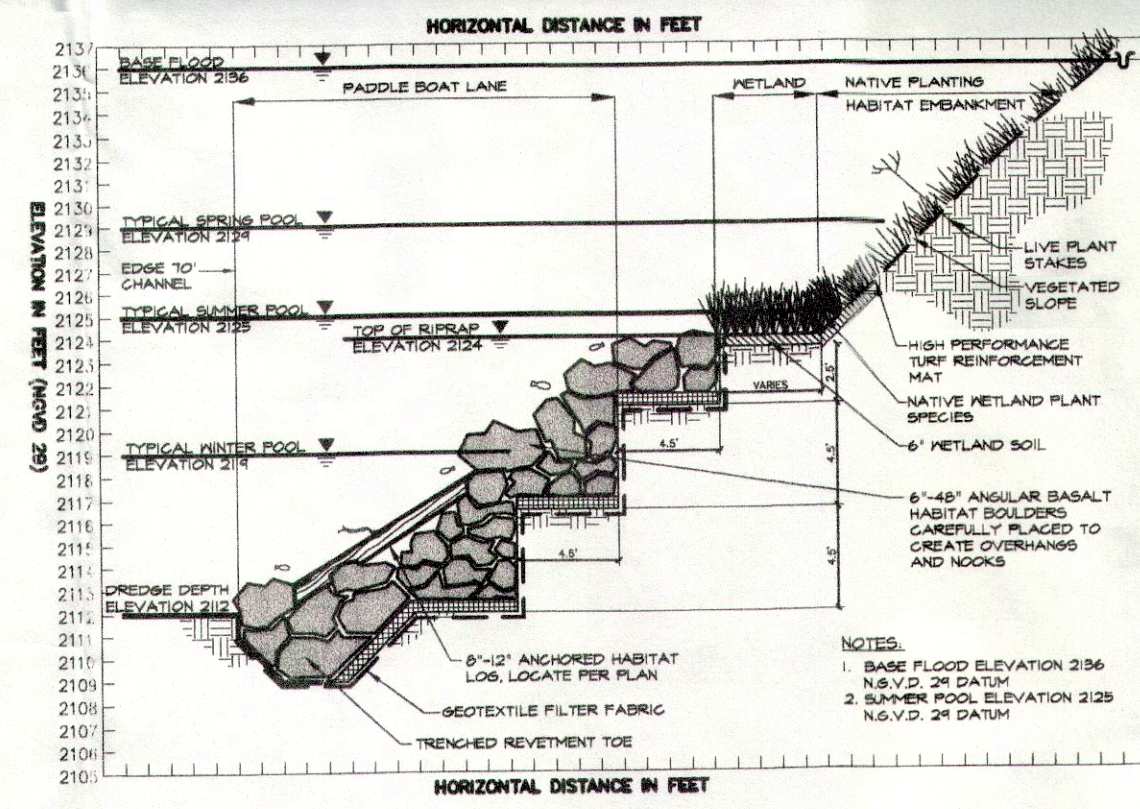
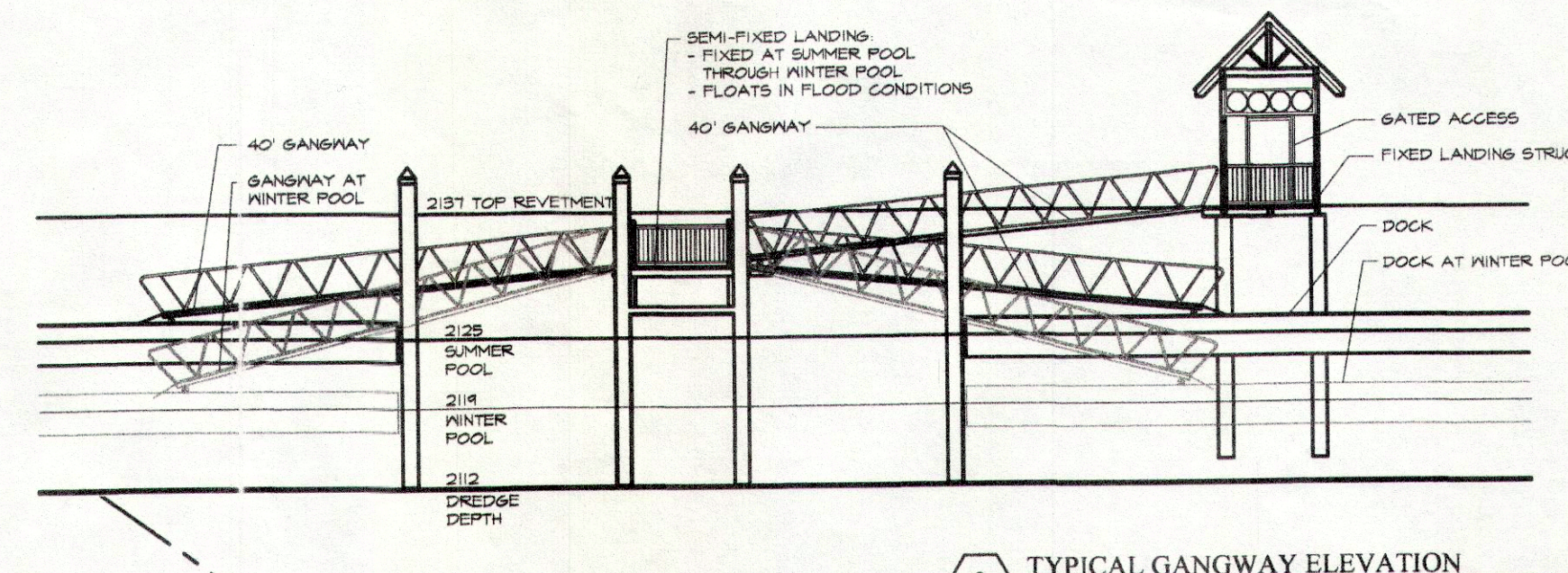
Thanks!

Shana Stuhlmiller

Planning Department
Public Hearing Assistant

(208) 769-2240 Work
shana@cdaid.org



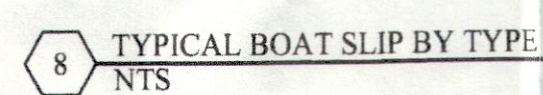
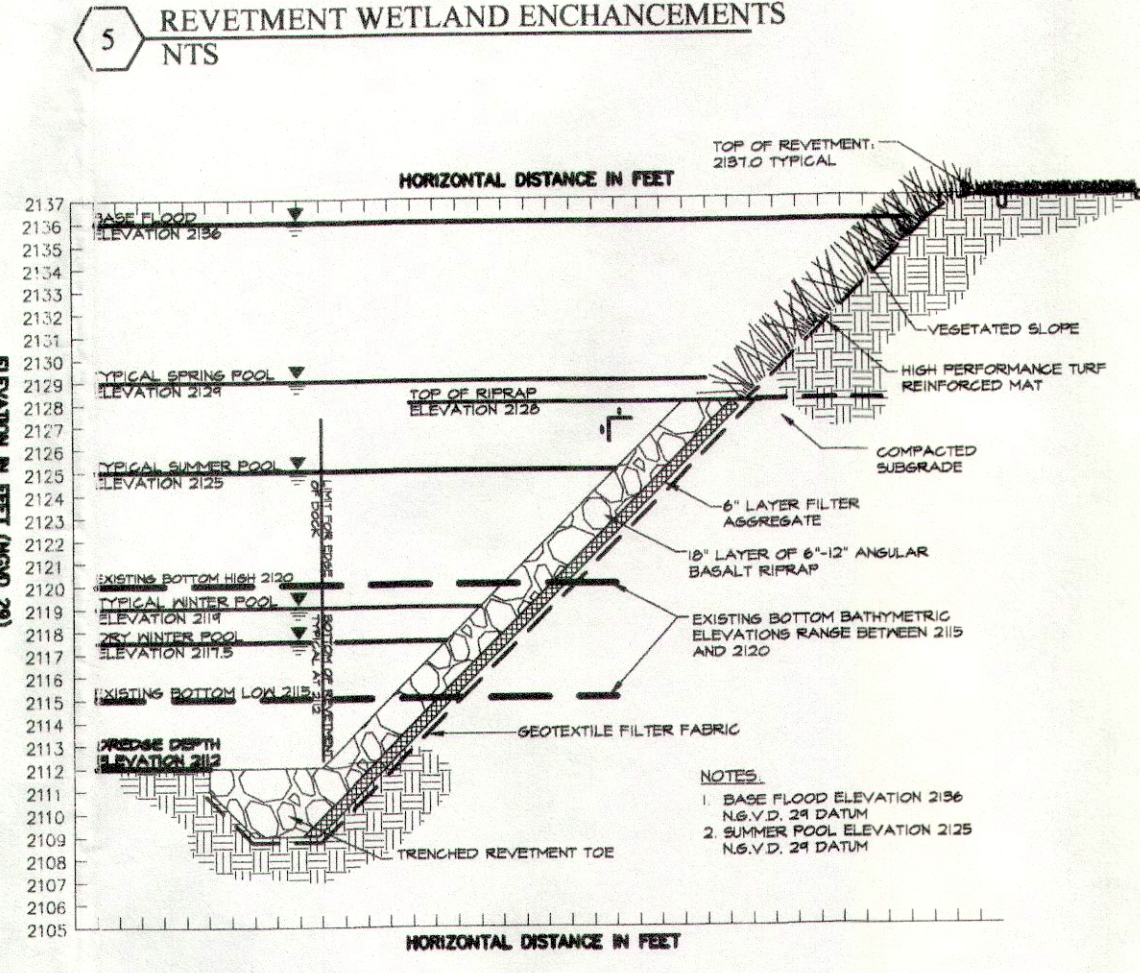













1. ALL PROPOSED SLIPS COVERED WITH FABRIC TOPS AND STEEL FRAMES. FABRIC TO BE REMOVED DURING WINTER MONTHS.
2. GANGWAYS ARE DESIGNED TO ADJUST TO SUMMER AND WINTER POOL WATER LEVELS.
3. MARINA DOCKS, GANGWAYS, SIDEWALKS AND PARKING WILL MEET ADA REQUIREMENTS.
4. ALL PERIMETER DOCKS AND FAIRWAY WILL BE LIGHTED PER US COAST GUARD INLAND NAVIGATIONAL LIGHTING REQUIREMENTS.
5. DOCKS WILL HAVE SAFETY LIGHTING AND POWER TO EACH SLIP.

405 BOAT MARINA AT REQUIRED 05 CAR
PARKS PER SLIP EQUALS 209 CAR PARKS
REQUIRED TO SERVICE MARINA

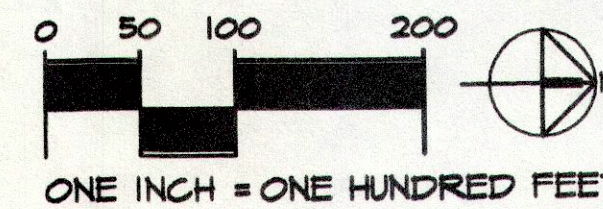
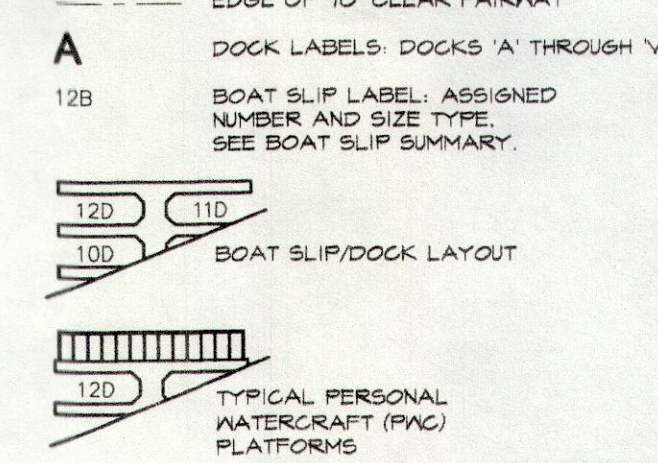
CEDARS RESTAURANT AT 4,700 S.F. REQUIRES
47 CAR PARKS

TOTAL CAR PARKS REQUIRED IS 250 AND
TOTAL PROVIDED IS 569.



	REVETMENT SLOPE
	FISH HABITAT ENHANCED REVETMENT SLOPE
	ANGULAR BASALT RIP RAP REVETMENT
	CREEPING RED FESCUE REVETMENT
	TURF REINFORCED MAT ARMORING
	MANUFACTURED TURF/LANDSCAPE AREAS
	NATIVE PLANTED REVETMENT
	HABITAT ENHANCEMENT
	NEW SUBMERGED WETLAND PLANTINGS
	5,000 SF NEW REPLACES 2,428 SF EXISTING
	25' SHORELINE NO DISTURBANCE ZONE

<u>EXISTING SLIPS</u>	
321	BOAT SLIPS
18	BOATS IN FOURTEEN BOA
TOTAL EXISTING SLIPS	339
PROPOSED BOAT DIFFERENCE:	66



PREPARED BY:



**THE LAND GROUP
INCORPORATED**

IN COLLABORATION WITH:

Coleman Engineering, Inc.
Bulfinch And Associates
Inland Northwest Consultants
Esvelt Environmental Engineering

Sept. 13, 2016

Public input submitted for Council review

1-7/8/05 Department of Lands decision denied- established valuable fact finding from agencies and public. (Appealed)

2-See A-3-95 annexation agreement, section by Marina Yacht Club

3- 11/20/2007 Mr. Barlow letter.

4-Time line of interagency communication- Army Corps issues 404 permit without construction plan or quality assurances, **no proof aquifer protected** with current proposal. DEQ offers permit without maintenance plans for required liner of dredged Basin or future protections that mining toxins won't leak or seep after permanently placed on Island in multiple hazard facilities (CDF's on map). Flood risks known.

5- 9/12/16 document, starting with 1.17 Hazards attached, photos.

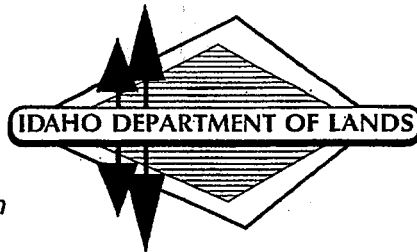
Thank-you for becoming more familiar with important details before final decision making, including new Marina uses, not established. However, capacity for build out, time scale for phased construction and dredging, and other planning details on unlimited condo. heights (c-17) need to be understood before annexation can be clearly evaluated.

J. Dalsaso- interested citizen

original

**MICA SUPERVISORY
AREA**

3706 Industrial Ave South
Coeur d'Alene ID 83815
Phone (208) 769-1577
Fax (208) 769-1597



WINSTON A WIGGINS, DIRECTOR
EQUAL OPPORTUNITY EMPLOYER

STATE BOARD OF LAND COMMISSIONERS

Dirk Kempthorne, Governor
Ben Ysursa, Secretary of State
Lawrence G. Wasden, Attorney General
Keith L. Johnson, State Controller
Marilyn Howard, Supt of Public Instruction

July 11, 2005

Mr. John Barlow
Hagadone Hospitality Company
P.O. Box 6200
Coeur d'Alene, Idaho 83816-1937

Re: Marina Yacht Club, LLC – Blackwell Island Marina
Encroachment Application Number L-95-S-4999

Dear Mr. Barlow:

I am the designee of the Idaho Department of Lands Director, Winston Wiggins. I have reviewed Encroachment Application No. L-95-S-4999, public comments on the application, and oral and written testimony provided at the public hearing held in Coeur d'Alene on June 9, 2005.

It is my decision to concur with the recommendation provided by Denise Mills, Assistant Director for Lands Minerals and Range, to deny the encroachment application for Marina Yacht Club, LLC at this time. A copy of the recommendation is attached.

Please contact me at (208) 769-1577, to discuss the above and any other additional Department procedural requirements.

Sincerely,

MICHAEL R. DENNEY
Area Supervisor
Mica Supervisory Area

Attachment

cc: Carl Washburn, Navigable Waters Specialist, Mica Supervisory Office
Roger Jansson, Operations Chief, North
Scott Nichols, Bureau Chief – Surface and Minerals Leasing
Denise Mills, Assistant Director, Lands Minerals Range

available for public review and comment. Numerous comments were received both, in support of and in opposition to the project. In response to several requests for a public hearing, IDL convened a public hearing which was conducted on June 9, 2005. Scott Nichols, Chief of IDL's Bureau of Surface and Mineral Resources presided over the hearing. Oral and written testimony was provided at the hearing; all oral proceedings were recorded on an audio tape and the proceedings have since been transcribed into the record.

Pursuant to Idaho Code, § 58-1306(c), IDL is required to render a decision within 30 days after holding a hearing on an encroachment application. It is clear that the DEQ's and Corps' decisions will not be made within the same 30-day period in which IDL is required to act. More specifically, the Corps cannot issue a 404 permit until the DEQ has issued or waived a water quality certification and, as noted above, the DEQ has requested an extension until August 15 to complete the draft preliminary water quality certification.

RECOMMENDATION

Idaho Code § 58-1301 requires that

...all encroachments upon, in or above the beds or waters of navigable lakes of the state be regulated in order that the protection of property, navigation, fish and wildlife habitat, aquatic life, recreation, aesthetic beauty and water quality be given due consideration and weighed against the navigational or economic necessity or justification for, or benefit to be derived from the proposed encroachment.

IDAPA 20.03.04.060.04 (Excavated or Dredged Channel) states,

An excavated or dredged channel or basin to provide access to navigable waters may be authorized only when the applicant can show that it will provide a clear environmental, economic, or social benefit to the people of the state and will not result in appreciable environmental degradation. A channel or basin shall not be approved if it appears that the cumulative effect of the proposed channel or basin plus all reasonably foreseeable future basins or channels in the same navigable lake would be adverse to fisheries or water quality.

* Thus, an applicant seeking approval to excavate or dredge a channel or basin must demonstrate in its application that such activity will not result in appreciable environmental degradation and will not result in adverse impacts of fisheries or water quality. These considerations are extremely important because the State, as the landowner, does not want to incur liability for potential releases from dredging.

The DEQ and the Corps have not yet made the determinations whether to issue certifications. Absent a decision by the Corps to issue or deny a Section 404 permit and DEQ's decision to issue or deny a 401 permit, the information provided in Encroachment Application No. L-95-S-4999 is insufficient for IDL to determine whether the project will cause any impacts to water quality, fish habitat, aquatic resources or other environmental impacts, or the extent of any impacts that might occur, as required by § 58-1301, Idaho Code and IDAPA 20.03.04.060.04.

Because IDL must make its decision within 30 days of the public hearing and because the record is incomplete, my recommendation is to deny the application at this time. The applicant may resubmit the application or a new application after receiving the necessary approvals and documentation from the DEQ and the Corps.

SEP 19 2 05 PM '96

DANIEL I ENGLISH

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AGREEMENT

THIS AGREEMENT, made and dated this 20th day of August, 1996, by and between the City of Coeur d'Alene, a municipal corporation organized pursuant to the laws of the state of Idaho, hereinafter termed the "City," and Yacht Club of Coeur d'Alene LTD, Yacht Club of Coeur d'Alene, Inc., Mark E. Hall, Robert A. Hall, and Sally Ann (Hall) Erickson, hereinafter referred to as the "Owner,"

W I T N E S S E T H:

WHEREAS, the Owner owns a parcel of land adjacent to the city limits of the City which the Owner wishes to develop, and the Owner has applied to the City for annexation to the City, and said property to be annexed is more particularly described in Exhibit "A" attached hereto (hereinafter referred to as "the Property") and incorporated herein by reference into the substantive portion of this agreement; and

WHEREAS, the Mayor and City Council of the City have determined that it would be in the best interests of the City and the citizens thereof to annex the Property subject to the Owner performing the conditions hereinafter set forth; NOW, THEREFORE,

IN CONSIDERATION of the covenants and conditions set forth herein, the parties agree as follows:

1. Legal Descriptions: The Owner agrees to provide, at least thirty (30) days before the adoption of an annexation ordinance, a legal description and map of the Property in the form required by the Idaho State Tax Commission, including the legal description of any adjacent right-of-way to be annexed.

2. Utilities:

A. Use of Utilities:

(1) The Owner agrees Owner shall use the City's water and sanitary sewer systems for this development, except as provided in paragraph 2.A(2).

(2) The parties agree the Owner may use well water for non-potable uses: for irrigation, providing water limited to decorative fountains, or the purposes of Geothermal heating, on the Property described in Exhibit "A". The Owner

Management, United States Army Corp Engineers, Idaho Department of Lands, Idaho Department of Environmental Quality, Idaho Department of Fish and Game, and the Federal Emergency Management Agency (FEMA).

15. Wetlands: The Owner agrees that the wetlands depicted in Exhibit "D," incorporated herein by this reference will not be disturbed by Owner's development of the Property being annexed by the City and that Owner shall maintain such wetlands in a natural state subject to all requirements, if any, of federal and state agencies including but not limited to the U.S. Army Corp of Engineers, Idaho Department of Fish and Game, Idaho Department of Environmental Quality, and the Federal Emergency Management Agency (FEMA).

16. Property: Owner shall grant to the City a parcel of real Property approximately 110 feet by 700 feet in size and more particularly described in Exhibit "E." Owner, on or before signing of this agreement, shall grant the Property by properly executing and delivering to the City a warranty deed in a form acceptable to the City.

A drawing depicting the approximate location of the Property described in Exhibit "E" and to be granted to the City is attached hereto as Exhibit "D." Both exhibits are by this reference incorporated herein.

17. Use of Property: The parties agree that the real Property described in the above paragraph 16, entitled "Property" may be used for all public purposes which may include but are not limited to boat launching, boat recovery, boat trailer parking, vehicle parking, and construction and use of bike/pedestrian path. Additionally, the Owner shall remove, when requested by the City, at Owner's cost the fence which currently blocks access to the parcel of real Property described in paragraph 16 and not replace the same and in no manner block any access. The City shall also have the right to sell or assign any interest in the real Property that City has.

18. Easement for Sewer, Bike Path, and Other Public Purposes:

A. The Owner agrees to grant to the City at the time of execution of this agreement a properly executed easement in a form acceptable to the City for the purpose of installing, constructing, maintaining, repairing, and operating a sanitary sewer line, and

other appurtenances or other public purpose, including a bike path. The Easement shall run from the U.S. Highway 95 Bridge to the Blackwell Canal Bridge and along the old U.S. 95 roadbed to a point wherein the easement will connect to the Property being acquired by the City and described in paragraph 16, entitled "Property." The easement shall be at least 20' in width and is more particularly set forth in the drawing attached hereto as Exhibit "D," and a copy of the document granting an easement for sanitary sewer, bike path, and other public purposes, is attached as Exhibit "F," which exhibits are incorporated herein by reference.

B. The Owner agrees to grant to the City, at the time of execution of this agreement, a properly executed easement in a form acceptable to the City for the purpose of maintaining, repairing, and operating a water line. The easement shall be twenty feet (20') in width and shall run along the Property where the water line currently exists from Marina Drive to the Blackwell Canal Bridge. A copy of the easement is attached hereto as Exhibit "G" which by this reference is incorporated herein.

19. Construction of Bike Path: Owner agrees to construct and maintain at Owner's cost a ten foot (10') bike/pedestrian path on the easement shown on Exhibit "D". The Parties agree the bike/pedestrian path will run from the Highway 95 Bridge to the bridge on Blackwell Canal. The bike/pedestrian path shall be a class I path and construct to City of Coeur d'Alene Bike Path standards. The bike/pedestrian path shall be completed at the time Owner's project is completed or in any event no later than three (3) years from the date of recordation of this agreement.

20. Worley Highway District Parcel: The Owner acknowledges that a sixty-foot (60') wide public right-of-way strip extends across Blackwell Island which right-of-way is currently under the jurisdiction of the Worley Highway District. Owner agrees to petition Worley Highway District for vacation of the right-of-way. Prior to petitioning Worley for vacation of the right-of-way, Owner will grant to the City real Property described in paragraph 16 to be used for any and all public purposes. The real Property granted to the City is generally adjacent to and includes a portion of the Old Highway 95 roadbed as described in Exhibit "E." and by this reference incorporated herein. City further

November 20, 2007

Mayor and City Council of Coeur d'Alene
710 East Mullan
Coeur d'Alene, Idaho 83816

Re: Adoption of the 2007 Comprehensive Plan

Dear Mayor and Council Members:

We have attended several Planning Commission meetings and workshops regarding the Drafts of the new Comprehensive Plan. On all of these occasions, we objected to the Bike Path maps indicating bikeway paths on the property we own at Blackwell Island. The final Draft before you tonight continues to show a multi-use path through and around our land. We strongly object to this designation.

The depiction of the multi-use path all the way around Blackwell Island when the City doesn't own it, hasn't proposed to acquire it, and is not even considering a development plan for the property for which such a path may or may not be appropriate, is not proper and should not be included in the Comp Plan. It is not the place of any public entity to depict the use of private property before its use is planned, or as in this case, even annexed into the City.

The Annexation Agreement negotiated with the City Staff in the summer of 2006, included an 8 foot wide path for pedestrian use only. This path was included in the agreement only as a trade off for the rights to develop on the City property along the river, so long as the City had not developed a bike path along Highway 95. The inclusion of a pathway in any development that may occur at Blackwell Island should not be a forgone conclusion. With the ultimate use of the land unknown at this point in time, there may or may not be room for a pedestrian path, let alone the multi-use path shown on the proposed Comp Plan.

We urge you to remove this designation from the Bikeway map and any related discussion regarding Blackwell Island.

Sincerely,



John R. Barlow,
Marina Yacht Club, LLC

The applicant has an established pattern of withholding vital information for informed decision making. It undermines the truth finding efforts made by decision makers to account for water quality, cumulative impacts, orderly growth and established standards for our "public trust doctrine."

The project has not demonstrated how it will not degrade the aquifer from contaminated ground water seepage or how it can prevent exposure pathways from mining toxins being transported both during construction and thereafter. The project falls within CERCLA guidelines, specified in the Lake Management Plan objectives, under the EPA Record of Decision. Historically, preventative public health has prevailed by avoiding digging up contaminated metals from our Lake bottom to lessen human and ecological risks. It is a very cost effective method too, rather than creating new liability. Additionally, there are few direct benefits to the "**non-paying**" public, similar to the floating green. Please, be open without criticizing the messenger or allowing "old" records to dissuade you from understanding complex voids within the project that hasn't changed much.

Know the consequences of Annexing a NEW repository on a flood plain, which implies contaminated metals throughout the Lake or Spokane River may also be dredged without a current known hazardous materials dump site in Kootenai County.

1/23/06 letter from Brad Daly, chief regulatory division at Army Corps to J. Barlow for Hagadone Marinas-

The applicant requested a time extension, while the Corps wrote, "If you do not provide the additional information by this date, your application will be withdrawn or we will complete our evaluation and make a decision with the information we have." (time extension granted to: 3/6/06)

2/06 Army Corps requesting additional information again, specific to the supplemental information provided by the applicant (technically found as "PASI" permit application supplemental information)

"No matter where the disposal facility is located, it would still need to be designed and constructed so it would not result in adverse impacts to aquatic resources. Therefore, we would need to review more detailed design specifications for the disposal facility. If you cannot provide a final design for the facility before we are ready to make a permit decision, we would need to condition the permit. While we would prefer to have this information prior to our permit decision, we will not delay our permit decision pending this information."

"Based on this limited sampling, we do not believe that you have conducted sufficient testing to conclude that the contaminated sediments are restricted to finer grained sediments in the upper 2-3 feet of the lakebed. Without such information, we cannot estimate the volume of material to be disposed.."

3/15/06 Army Corps, Brad Daly sends letter to applicant again.

"Your plans need to include contingency measures to be implemented in the event the marina basin is too wet to dredge or the moisture content in the excavated sediments is too high to haul without contaminating the environment."

"Provide a plan for sealing the bottom of the dredged marina to prevent contaminants from leaching into the groundwater."

8/21/06 meeting notes by Army Corps project manager, G. Rayner: w/ John Barlow and Jim Coleman (engineer) for applicant on speaker phone (with multiple agencies)

"Conclusion- The applicant agreed to provide the following: A written plan for sealing the bottom of the dredged harbor. It was also agreed the applicant could provide rationale as to why sealing would be preferred, including data and analyses demonstrating seepage would not lower groundwater quality, with or without sealing the bottom of the dredged harbor." "Provide new sketches of the revised project."

1/25/2007 Department of Environmental Quality letter to Director Toni Hardesty

"Please find attached a description of work DEQ has done to date and reasons for our concerns."
~Refers to previous 1/07 meeting with Marina Yacht Club applicant for Blackwell Island.

12/18/2007 meeting with J. Barlow and Jim Coleman for applicant and multiple agencies including

R. Heaton for Army Corps who continued to have disposal questions (citing the SEF- sediment evaluation framework guidelines). EPA had concerns about management and maintenance of asphalt cap with heaving and settlement of materials, handling run on and run off.

7/1/2009 Hearing officer, Eric Wilson from Department of Lands

(page 22.# 8) Applicant shall apply for a submerged lands easement from IDL for utility corridor under marina basin.

(page 22.#12) Applicant shall either redesign the south end of the marina to stay within 300 feet of shoreline, or shall provide more public trust benefits. Benefits to the public trust must include redesigning a portion of the dock access by the western gravel point (shown on map) to allow nonmotorized craft access for travel between Cougar Bay and the West channel of the Spokane River. Additional public trust benefits are needed, and could include allowing public use of the boat ramp, providing free moorage for County agencies, or other negotiated benefits."

(page 21,IV) hearing officer, Mr. Wilson lists facts presented during hearing including: The fact that additional encroachment into the Lake does not appear to be justified, I recommend a Final Order stating that the Mica Supervisory Area of IDL should approve the encroachment permit with the following conditions, attached 1-12).

1/8/15 Kootenai County Zone change requested at Blackwell Island (31 acres) from Restricted Residential to Commercial, case no.Zon14-0007. **2015** new commercial zoning attained.

Findings of fact~ 1.07 surrounding land uses: "Parcels directly to the North are vacant or used as a RV park. Parcels to the west are primarily single family residential uses. The parcels to the West zoned commercial is also used for marina type uses. The parcel to the East zoned heavy industrial belongs to North Idaho College and is no longer in use for industrial purposes."

7/12/2016 City Planning Commission meeting

From City planning commissioner: " Mr. Barlow, have you given any thought to any mitigating items you could provide the public?" Applicant responds over a paragraph ending with... "There are a lot of taxes involved, and the decision to annex into the City was not an easy decision, as you might imagine, after what we've been through already in the past that isn't worthy of much discussion."

Julie Dalsaso- concerned citizen

743 Fairmont Loop

Coeur d'Alene, 83814

9/12/16 Blackwell Island file- 2 pages.

Suggestion: Seek solutions to invite collaboration with local experts, since we don't have the answers... "to just say NO".

(Comprehensive plan 1.17 Hazardous areas: leave in natural state unless impacts mitigated) The mining toxins to be transferred on to the Island create a risk to human health and the wider environment: FACT. By leaving the Lake free of large scale removal of Lake bottom sediments, City disposal sites will not be an issue.

The City could request or permit in writing that various on-site visits from coordinating agencies throughout the phasing of the project- EPA, Army Corps, Department of Lands, and adjacent BLM. Coordination could be supported by the City from involved co-decision makers at Blackwell Island. With identification, staff could visit unannounced, without intimidating security complaints or potential harassment by the applicant. The purpose of unencumbered on-site visits is simply for aquifer/ water quality oversight as a benefit to the Public Trust. Multiple agencies have documented deficient public trust values, beyond direct economics for the applicant from **leasing our Lake resources**. The Lake Management Plan also creates a tool for the City. Visits for the purpose to verify compliance objectively, including **long term maintenance** of the dredged Basin liner, future re-dredging due to cavitation, on-going monitoring, and maintenance of confined hazards facility (see "cdf" on map- where leachable toxins are stored from dredged spoils) on the Island. Metals are transported with flooding or disruption of capped soils and river banks creating very REAL exposure pathways that can be harmful to the aquifer and humans.

Does the City want to be in the business of approving bank stabilization and storage of mining toxins, plus annex 148 acres of Lake AND River surface, as part of the applicants' desire to annex? Additionally, the City is giving up the 40 foot shoreline for 60 foot boat storage boxes, resulting in further impingement of the West channel of the Spokane River.

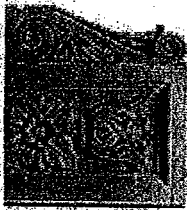
attached document: from EPA (J. Olson) to Army Corps (G. Rayner) about Blackwell Island application.

7) Section 7.1.1 paragraph states an incorrect conclusion. The soils contain very high leachable metals; Zn is often in the 1-10 kppm range. This metal is highly toxic in the aquatic ecosystem. The metals leachability does not exempt this material from being a hazardous waste.

8) Section 7.1.3 second paragraph states that the landfill material is only expected to be encountered for the Seawall at the North end of the marina. However, the site plans and figure 4.7 display the landfill limits along the eastern side of the Island. It would be prudent to anticipate encountering the landfill when constructing the bank stabilization along the East side as well, as displayed in figure 7.2.

Thank-you for considering proactive input as we move forward with improvements. Julie Dalsaso

9/13/16 submitted.



John Olson/R10/USEPA/US

07/17/2006 07:41 AM

To Gregg.A.Rayner@nww01.usace.army.mil

cc Ed Moreen/R10/USEPA/US@EPA, Mark
Masarik/R10/USEPA/US@EPA

bcc

Subject Comments on the Marina Yacht Club, Blackwell Island permit
application

Gregg,

EPA (Ed Moreen, EPA Coeur d'Alene) has reviewed the revised permit application and information from Coleman Engineering and your draft letter responding to Coleman Engineering and provides the following comments to supplement/clarify your draft letter:

- 1) Consistent with USACE comments, EPA is also concerned about the Disposal Plan for contaminated materials and would be interested in their final design and facility. We also support USACE in their insistence for additional sampling to better quantify and understand the contamination quantity and hence the volume of material to be disposed of off site.
- 2) Section 2.3 of the application in the 3rd paragraph notes that existing trees and shrubbery will not need to be removed, however, in the excavation plan in section 4 they note plans to use excavators and dump trucks to construct most components. It is difficult to see how it would be possible to not remove vegetation if they work from the top of the bank, particularly for the installation of bank stabilization and armoring.
- 3) Section 4.4, 3rd paragraph discusses watering the trucks and tarping loads if necessary. A better term would be to "moisturize" the loads. Additionally, if the material is dry and dust-prone at all, you need to tarp the loads as moisturizing very rarely is effective in wetting a load sufficiently that dust emissions are not a problem. Past experience has shown that this material may have a tendency to be very flour-like in appearance and behavior.
- 4) Section 4.4, 5th paragraph discusses using centrifugal pumps to dewater the basin. It should also discuss using engineering controls such as silt curtains around the discharge point and other controls at the intake to prevent stirring up the bottom and discharging heavy metal suspended solid loads.
- 5) Section 5.9, 4th paragraph states "SPLP and TCLP results are quite low with respect to total metal concentrations, and similar to results from lake water samples. It should be noted that SPLP and TCLP results are well below regulatory limits and an order of magnitude or more below the total metal content." This statement is not factually accurate. There are some samples that are 3 to 4 orders of magnitude greater than the lake water concentrations provided in the application. Particularly Zn is very high on those tests and greatly exceed AWQC. Please correct this statement and revise the conclusion.
- 6) Section 5.9, Surface and G/W Samples Heading, 1st paragraph states "In most cases the concentration of dissolved constituents is lower than the total concentration, indicating the constituents are associated with suspended solids in the samples." The dissolved concentration will always be lower than the total concentration of a constituent unless there is no suspended solids. This statement is not sufficient basis for the conclusion that follows.
- 7) Section 7.1.1 1st paragraph states an incorrect conclusion. The soils contain very high leachable metals; Zn is often in the 1-10kppm range. This metal is highly toxic in the aquatic ecosystem. The metals leachability does not exempt this material from being a hazardous waste.
- 8) Section 7.1.3 2nd paragraph states that the landfill material is only expected to be encountered for the Seawall at the north end of the marina. However, the site plans and figure 4.7 displays the landfill limits along the eastern side of the island. It would be prudent to anticipate encountering the landfill when constructing the bank stabilization along the east side as well, as displayed in figure 7.2.

EPA OK'd alternate Hazards Storage on Island vs hauling. approx. 2007 - Spokesman Review

Blackwell: Firm looking for site to dump soil

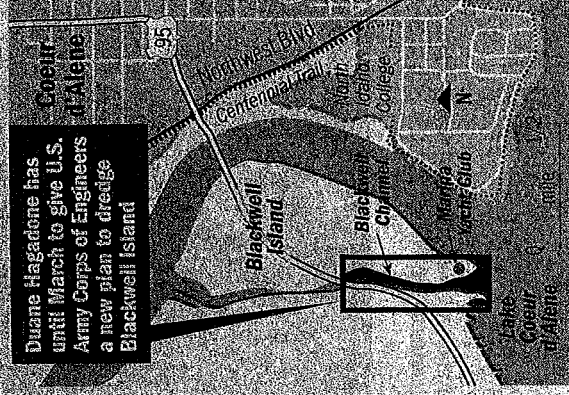
Continued from B1

to use to build up the elevation of the manmade island that occasionally floods.

The company is looking at several sites where the underlying soils are clay and rock, which would prevent any metals from leaching into the groundwater. Hagadone officials said the contaminated soils could be isolated or perhaps recycled.

The decision came after the corps ruled that about two feet to four feet of surface material isn't suitable for disposal where it could leach into the lake or river. In a Dec. 2 letter, corps officials said that more testing and monitoring may be needed depending on the location of the disposal site.

The dredging would make the channel about 50 percent wider and at least 8 feet deep. The expansion would allow for about 530 boat slips, 29 more than are at the marina on the island bisected



Staff map. Bridget Sawicki

by U.S. Highway 95 as it crosses the river, at the north end of Lake Coeur d'Alene.

In the same Dec. 2 letter, corps officials recommended that Hagadone reduce the size of the dredging project in an effort to "disturb less contaminated sediments and be less damaging to the aquatic environment."

If Hagadone "didn't dredge as far north in the channel, it would be possible

to preserve about a half-acre of wetlands, the letter said. That would result in the elimination of a number of boat slips and the relocation of the proposed boat ramp and seawall.

The corps asked Hagadone to consider reducing the size of the project or to demonstrate why it wouldn't be a practicable alternative.

After the corps receives the additional information requested from Hagadone, it will decide whether to issue permits that would allow the widening and deepening of the channel.

The company is waiting for that decision before it resubmits its application to the Idaho Department of Lands.

Hagadone withdrew his application with the department in August, opting to wait for a decision by the corps and DEQ. The decision delayed the marina expansion by at least a year.

The withdrawal came after the lands department denied Hagadone's dredging request in July, saying it didn't have adequate information from the corps and DEQ.

Hagadone knew he wasn't going to have that needed information in time to appeal the lands department decision, so he instead decided to withdraw the plan with the mention of resubmitting it once the other agencies responded.

FYI - common knowledge regarding exemptions -

No public access to future Commercial Marina at Casco Bay.

DOL, 2008 permit granted; house (private residence) built on only Public Road.

will route large yachts from Blackwell → Casco Commercial Marina (County)

State rejects Hagadone dock, floating helipad

Lands board rules 'unnecessary adverse impact'

BY ERICA F. CURLESS

Staff writer

Coeur d'Alene businessman Duane Hagadone's plans for a 200-foot commercial dock and floating helipad outside his waterfront home have been torpedoed by the Idaho Department of Lands.

Agency Director George Bacon wrote in findings issued Wednesday that the proposed dock and helipad would have

"an unnecessary adverse impact on navigation" along the Casco Bay shoreline of Lake Coeur d'Alene and that the helipad would not provide "major benefits to the general public." Bacon said it's more reasonable to construct the helipad on the Hagadone property.

The decision concurs with some residents who argued that the dock and helipad would take up too much of the water's surface, which is public.

Wilson also noted that the applications were not signed by Hagadone's two neighbors and contained an improperly drawn map of the shoreline.

Hagadone spokesman John Barlow said he's still reviewing the decision and isn't sure if they will appeal or submit a new application.

"The decision, as you can see, is 95 percent based on technicalities," Barlow said. He is disappointed, especially because both neighbors either testified in favor of the project or wrote a letter in support, even if they didn't sign the actual appli-

cation.

The dock would allow Hagadone to park two large boats used to transport visitors to the property for charity events. The boats would provide restroom facilities for groups of up to 600 people.

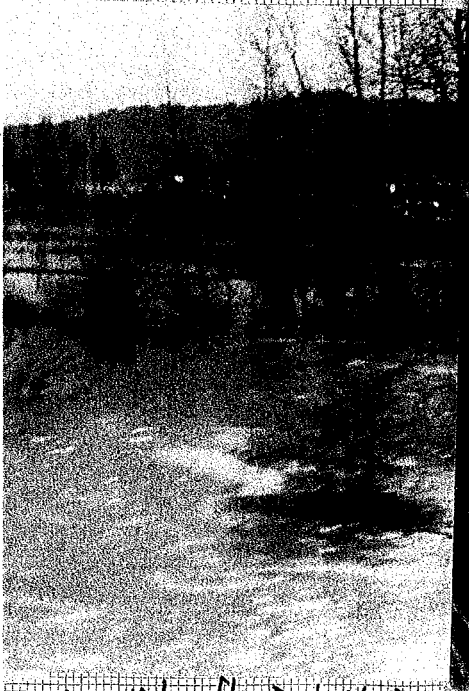
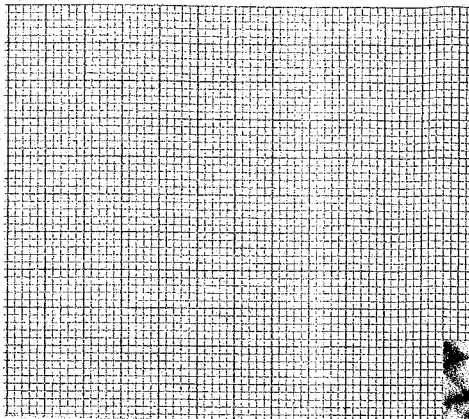
Hagadone has begun excavating for a new house at Casco Bay, where he already has a historic log home surrounded by flower gardens.

Kootenai County Sheriff Rocky Watson has an agreement with Hagadone to buy the log home and barge it in two pieces to his Cougar Bay property.

51R 1-17-08

Contact the City Desk: (509) 459-5400, fax (509) 459-5482, e-mail: news@spokesman.com Online regional news: www.spokesmanreview.com

2016



SEASONAL flood, toward
EAST from SAME 2004 view?

2004

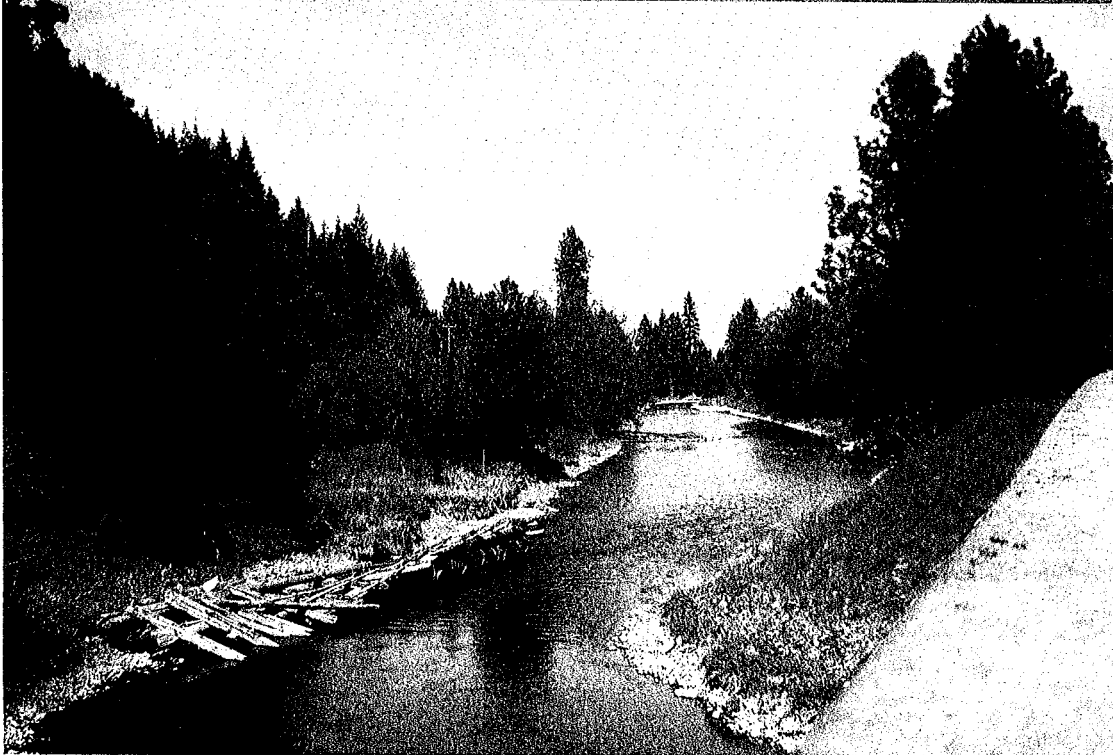
* Hwy 95
Secondary
bridge
impacts

contingent
navigability
with BLM,
connectivity
hydrologically
to Spokane R. -
well established
route.



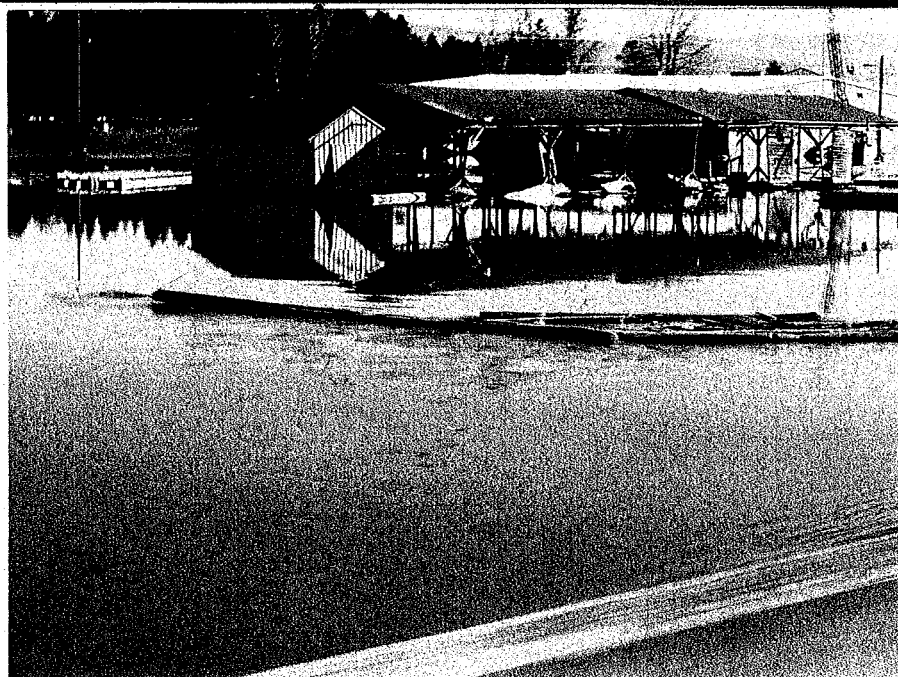
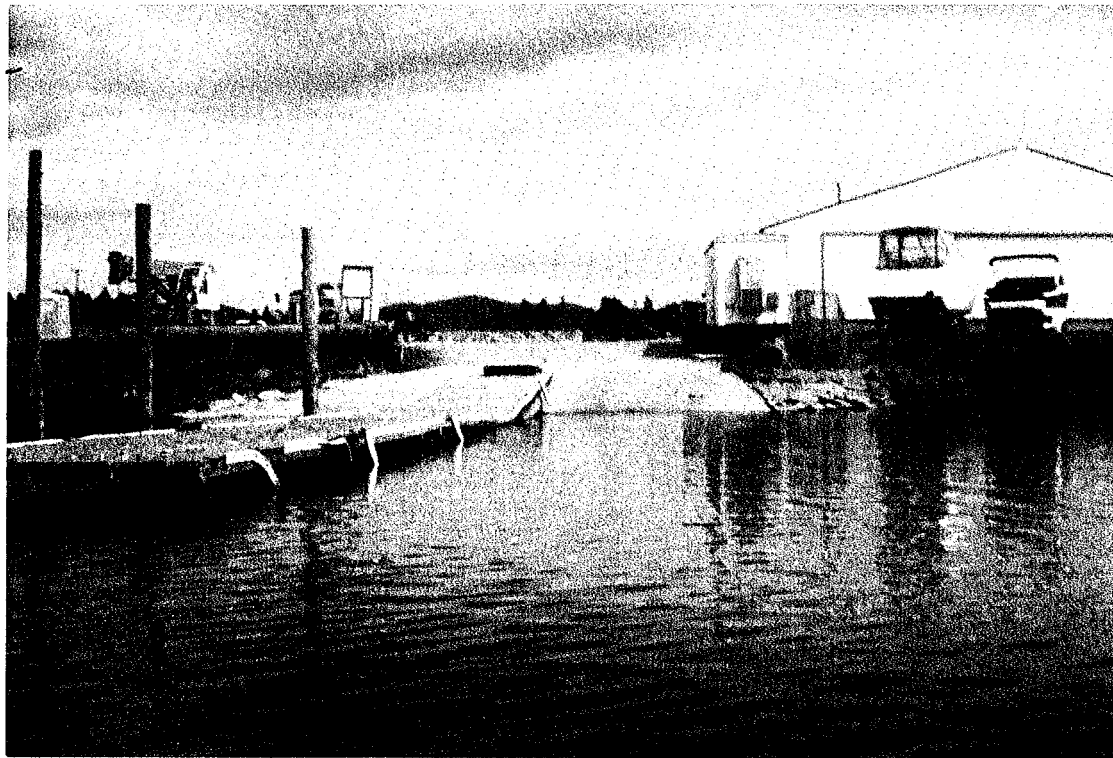


2015



approx. 2013

Haradone
Marina purchased 2004 -
History of
violations past
decade +.



City Council Meeting



September 20, 2016

A-4-6 Annexation of Blackwell Island Marina Yacht Club
+/- 172 acres of land, river, and lake

APPLICANT:

Marina Yacht Club, LLC
1000 S Marina Drive
Coeur d'Alene, ID 83814

REQUEST:

Annexation of +/- 172.24 acres in conjunction with zoning approval from County Commercial to city C-17 (Commercial at 17 units/acre) and NW (Navigable Waters) zoning districts.

A-4-6 Annexation of Blackwell Island Marina Yacht Club
+/- 172 acres of land, river, and lake

LOCATION:

Located at 1000 S Marina Drive and portions of the Spokane River and Lake Coeur d'Alene surrounding Blackwell Island.

LEGAL NOTICE:

Published in the CDA Press on September 3, 2016.

A-4-6 Annexation of Blackwell Island Marina Yacht Club
+/- 172 acres of land, river, and lake

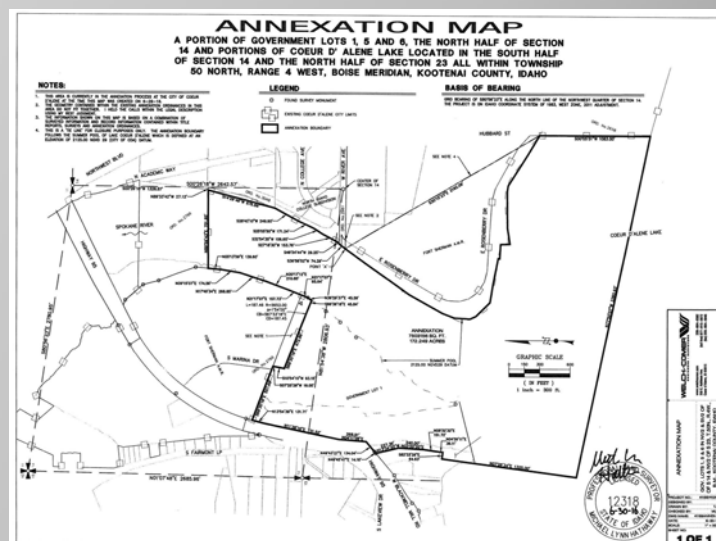


A-4-6 Annexation of Blackwell Island Marina Yacht Club +/- 172 acres of land, river, and lake

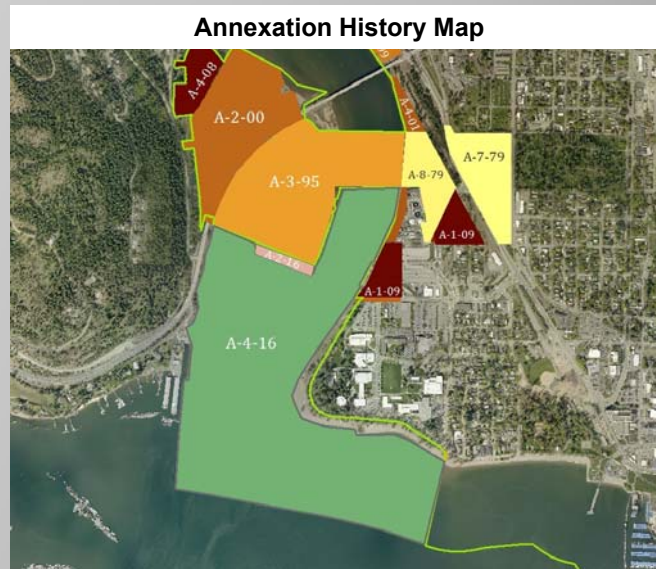
Aerial Photo



A-4-6 Annexation of Blackwell Island Marina Yacht Club +/- 172 acres of land, river, and lake



A-4-6 Annexation of Blackwell Island Marina Yacht Club
+/- 172 acres of land, river, and lake

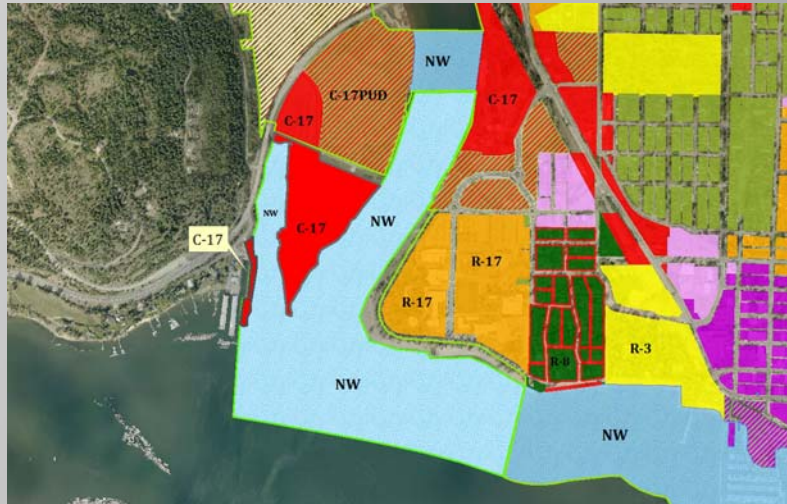


A-4-6 Annexation of Blackwell Island Marina Yacht Club
+/- 172 acres of land, river, and lake



A-4-6 Annexation of Blackwell Island Marina Yacht Club
+/- 172 acres of land, river, and lake

Proposed Zoning



A-4-6 Annexation of Blackwell Island Marina Yacht Club
+/- 172 acres of land, river, and lake

Finding #B8:

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

Finding #B9:

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

Finding #B10:

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

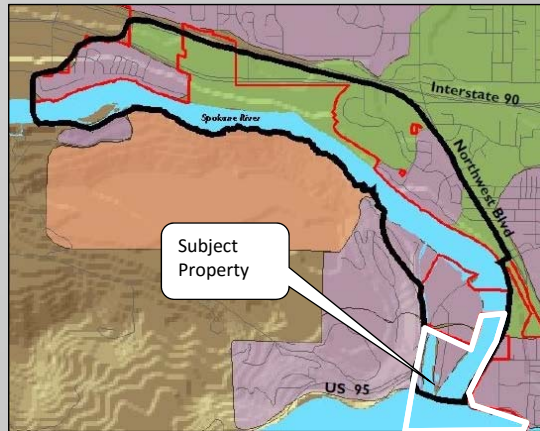
Finding #B11:

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

A-4-6 Annexation of Blackwell Island Marina Yacht Club +/- 172 acres of land, river, and lake

Finding #B8A:

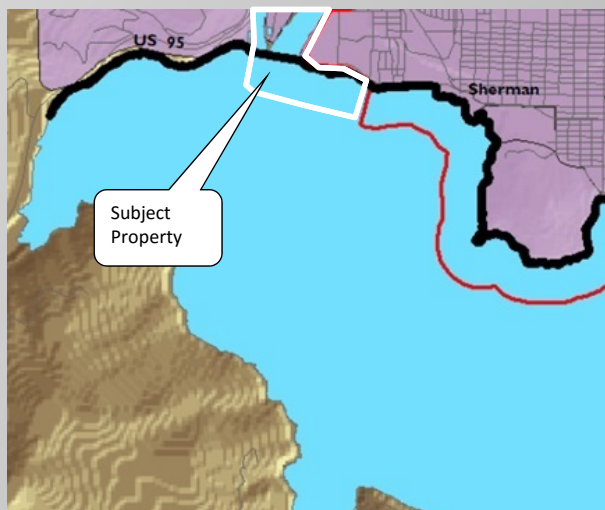
That this proposal (is) (is not) in conformance with the Comprehensive Plan.



2007 Comprehensive Plan: Spokane River District



A-4-6 Annexation of Blackwell Island Marina Yacht Club +/- 172 acres of land, river, and lake



2007 Comprehensive Plan: Coeur d'Alene Lake Shoreline District



A-4-6 Annexation of Blackwell Island Marina Yacht Club
+/- 172 acres of land, river, and lake

COMPREHENSIVE PLAN OBJECTIVES:

Objective 1.01 Environmental:

Minimize potential pollution problems such as air, land water, or hazardous materials.

Objective 1.02 Water Quality:

Protect the cleanliness and safety of the lakes, rivers, watershed, and aquifer.

Objective 1.03 Waterfront Development:

Encourage public and private development to incorporate and provide ample public access, both physical and visual, to the lakes and rivers.

A-4-6 Annexation of Blackwell Island Marina Yacht Club
+/- 172 acres of land, river, and lake

Finding #B9:

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

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

A-4-6 Annexation of Blackwell Island Marina Yacht Club
+/- 172 acres of land, river, and lake

Existing Sewer Map



A-4-6 Annexation of Blackwell Island Marina Yacht Club
+/- 172 acres of land, river, and lake

Existing Water Service Map



A-4-6 Annexation of Blackwell Island Marina Yacht Club
+/- 172 acres of land, river, and lake

Finding #B10:

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

- The site is generally flat and in part covers an area over the Spokane River and Lake Coeur d'Alene. There are no topographical or other physical constraints that would make the subject property unsuitable for the annexation request.

Site photos are provided on the next few slides

A-4-6 Annexation of Blackwell Island Marina Yacht Club
+/- 172 acres of land, river, and lake

Site Photo Locations



A-4-6 Annexation of Blackwell Island Marina Yacht Club
+/- 172 acres of land, river, and lake

Site Photo - 1



A-4-6 Annexation of Blackwell Island Marina Yacht Club
+/- 172 acres of land, river, and lake

Site Photo - 2



A-4-6 Annexation of Blackwell Island Marina Yacht Club
+/- 172 acres of land, river, and lake

Site Photo - 3



A-4-6 Annexation of Blackwell Island Marina Yacht Club
+/- 172 acres of land, river, and lake

Site Photo - 4



A-4-6 Annexation of Blackwell Island Marina Yacht Club
+/- 172 acres of land, river, and lake

Site Photo - 5



A-4-6 Annexation of Blackwell Island Marina Yacht Club
+/- 172 acres of land, river, and lake

Site Photo - 6



A-4-6 Annexation of Blackwell Island Marina Yacht Club
+/- 172 acres of land, river, and lake

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 the staff report for specific department comments regarding traffic and neighborhood character.

A-4-6 Annexation of Blackwell Island Marina Yacht Club
+/- 172 acres of land, river, and lake

Proposed C-17 Zoning District:

The C-17 district is intended as a broad spectrum commercial district that permits limited service, wholesale/retail and heavy commercial in addition to allowing residential development at a density of seventeen (17) units per gross acre. This district should be located adjacent to arterials; however, joint access developments are encouraged.

A-4-6 Annexation of Blackwell Island Marina Yacht Club
+/- 172 acres of land, river, and lake

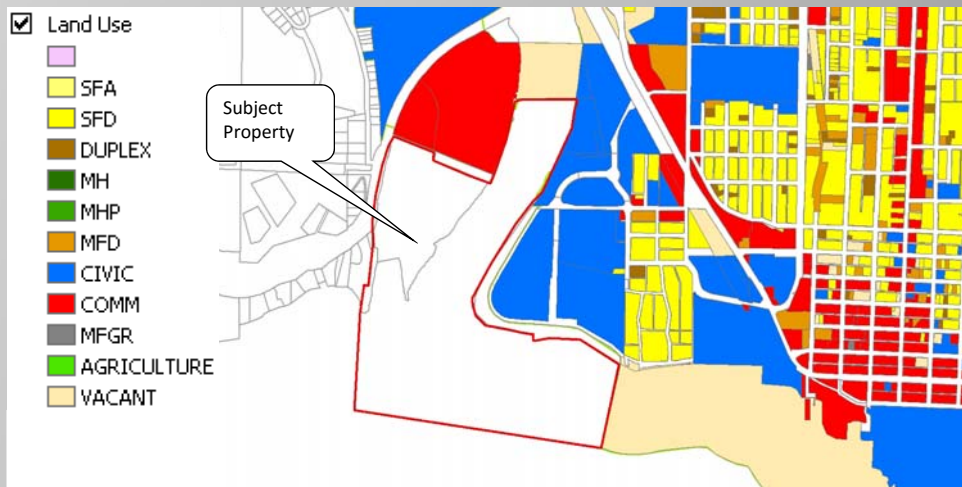
Proposed NW – Navigable Waters Zoning District:

17.05.890: The NW district is intended to provide for the appropriate usage and for adequate protection of the surface water resource that is within the city limits.

The use of navigable waters in addition to recreation and other public uses should allow the normal auxiliary uses required by the upland property owners adjacent to the lake and river as well as long established activities.

A-4-6 Annexation of Blackwell Island Marina Yacht Club
+/- 172 acres of land, river, and lake

Land Use Map



A-4-6 Annexation of Blackwell Island Marina Yacht Club
+/- 172 acres of land, river, and lake

Recommended Items to include in the Annexation Agreement:

- There are 27 recommended items, including four from ITD.
- See pages 19-20 of the staff report.

A-4-6 Annexation of Blackwell Island Marina Yacht Club
+/- 172 acres of land, river, and lake

DECISION POINT: Annexation

The annexation of +/- 172.24 acres in conjunction with zoning approval from County Commercial to city C-17 (Commercial at 17 units/acre) and NW (Navigable Waters) zoning districts.

A-4-6 Annexation of Blackwell Island Marina Yacht Club
+/- 172 acres of land, river, and lake

ACTION ALTERNATIVES:

The City Council will need to consider this request and make appropriate findings to:

- ☐ Approve
- ☐ Deny
- ☐ Deny without prejudice.

A-4-6 Annexation of Blackwell Island Marina Yacht Club
+/- 172 acres of land, river, and lake

Aerial Photo





FINANCE DEPARTMENT

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

STAFF REPORT

Date: September 20, 2016

From: Troy Tymesen, Finance Director

Subject: Amendment to the 2015-2016 Fiscal Year Appropriations (Budget)

Decision Point:

To approve Ordinance No. 3549 to amend the Fiscal Year 2015-16 Budget by a total of \$2,671,865.

History:

The City Council annually amends the original appropriations ordinance for unanticipated expenditures.

Financial Analysis:

Idaho code allows the City Council at any time during the current fiscal year to amend the appropriations ordinance to reflect the receipt of revenues and/or the expenditure of funds that were unanticipated when the ordinance was adopted. The City each year adopts an amendment or amendments to the appropriation's ordinance.


Performance Analysis:

The budget amendment shows 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 Dept and an increase in constant manning in the Fire Dept. 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 fund balance.

Decision Point:

To approve Ordinance No. 3549 to amend the Fiscal Year 2015-16 Budget by a total of \$2,671,865.

.



Fiscal Year 2015-2016 Budget Amendment



Revenue Increases General Fund

Total	\$2,045,465
Fees and Licenses	(\$147,599)
Intergovernmental	\$422,679
Services	\$36,000
Fines and Forfeitures	(\$8,000)
Interest	\$31,000
Miscellaneous	\$90,000
Interfund Transfers	\$102,000
GO Bonds	\$745,000
Fund Balance	\$774,385

Expenditure Increases General Fund

Legal Dept – Retirement Leave Accrual Payout	\$10,000
Legal Dept – Unemployment Claims	\$12,000
Legal Dept – De-annexation expenses	\$14,000
Police Dept – Seperation Incentive Payout	\$68,000
Police Dept – Availability Pay	\$75,250
Police Dept – SRO Summer School	\$12,260
Police Dept – Grants	\$392,519
Police Dept – IT Office Space	\$102,000
Continued	

Expenditure Increases General Fund

Police Dept – Police Vehicle ICRMP	\$40,526
Fire Dept – Constant Manning	\$190,000
Fire Dept – 2 Inspector Vehicles	\$100,000
Fire Dept – 1 Battalion Chief Unit	\$85,000
Fire Dept – Shared Facility	\$560,000
Fire Dept – Homeland Security Grant	\$17,700
City Hall Remodel	\$104,250
Street Dept – Traffic Signal Upgrades	\$50,000
Continued	

Expenditure Increases General Fund

Engineering – Vacation Payout	\$10,000
Engineering – Consulting Fees	\$3,000
Engineering – Overlay Carryover	\$179,360
Parks Dept – Truck Purchase Overage Funded with Trade in	\$6,900
Recreation – Storage Structure Person Field Carryover	\$12,700
Total General Fund Expenditure Increases	\$2,045,465

Expenditure Increases Other Funds

Impact Fees – Transfer for Police IT Office	\$102,000
Impact Fees – Transfer Seltice Way Project	\$92,900
Capital Projects – Government Way Project	\$20,000
Capital Projects – Ironwood Drive	\$630,000
Capital Projects – Seltice Way Project	\$92,900
Capital Projects – Kathleen Re-widening	(\$325,000)
Cemetery Fund - Fence	6,900
Shared Parking with the County	6,700
Total Other Fund Expenditure Increases	\$626,400



ORDINANCE NO. 3549
COUNCIL BILL NO. 16-1021

AN ORDINANCE AMENDING ORDINANCE 3514, THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015 APPROPRIATING THE SUM OF ~~\$85,949,225~~ \$88,621,090, WHICH SUM INCLUDES ADDITIONAL MONIES RECEIVED BY THE CITY OF COEUR D'ALENE IN THE SUM OF \$2,671,865; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE 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 Section 1 of Ordinance 3514, Ordinance of the City of Coeur d'Alene, be and the same is hereby amended to read as follows:

That the sum of ~~\$85,949,225~~ \$88,621,090, 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, 2015.

Section 2

That Section 2 of Ordinance 3514; Ordinances of the City of Coeur d'Alene be and the same is hereby amended to read as follows:

That the objects and purposes for which such appropriations are made are as follows:

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><u>\$85,949,224</u></u>	<u><u>\$88,621,089</u></u>

Section 3

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

Section 4

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 20th day of September, 2016.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D' ALENE ORDINANCE NO. 3549

ANNUAL APPROPRIATION AMENDMENT FOR FISCAL YEAR 2015 - 2016

AN ORDINANCE AMENDING ORDINANCE 3514, THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015 APPROPRIATING THE SUM OF ~~\$85,949,225~~ \$88,621,090, WHICH SUM INCLUDES ADDITIONAL MONIES RECEIVED BY THE CITY OF COEUR D'ALENE IN THE SUM OF \$2,671,865; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. 3549 IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Randy Adams, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. 3549, Annual Appropriation Amendment for Fiscal Year 2015 - 2016, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 20th day of September, 2016.

Randy Adams, Chief Deputy City Attorney

INFORMATION SECTION
Including
Correspondence
Board, Commission, Committee Minutes

**City of Coeur d Alene
Cash and Investments
8/31/2016**

Description	City's Balance
U.S. Bank	
Checking Account	10,088,999
Checking Account	30,994
Municipal Investment Account	6,536
Investment Account - Police Retirement	1,335,466
Investment Account - Cemetery Perpetual Care Fund	1,701,320
Wells Fargo Bank	
Federal Home Loan Bank	1,501,250
Community 1st Bank	
Certificate of Deposit	1,203,519
Idaho Independent Bank	
Secure Muni Investment	249,081
Idaho Central Credit Union	
Certificate of Deposit	250,000
Idaho State Investment Pool	
State Investment Pool Account	23,998,663
Columbia Bank	
Repurchase Agreement Account	2,683,618
Cash on Hand	
Finance Department Petty Cash	500
Treasurer's Change Fund	1,350
Police Change Fund	75
Library Change fund	180
Cemetery Change Fund	20
Total	43,051,571

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

FUND	BALANCE 7/31/2016	RECEIPTS	DISBURSE- MENTS	BALANCE 8/31/2016
<u>General-Designated</u>	\$603,352	\$13,466	\$42,021	\$574,797
<u>General-Undesignated</u>	15,420,719	5,926,576	7,450,247	13,897,048
<u>Special Revenue:</u>				
Library	399,526	10,866	129,145	281,247
CDBG	(347)		350,550	(350,897)
Cemetery	(46,010)	32,348	28,261	(41,923)
Parks Capital Improvements	342,888	43,485	44,703	341,670
Impact Fees	4,006,180	39,676	297,898	3,747,958
Annexation Fees	216,060	31,304		247,364
Insurance	61,635	1,402	5,706	57,331
Cemetery P/C	1,710,006	7,260	12,301	1,704,965
Jewett House	28,845	609	5,502	23,952
Reforestation	20,680	156		20,836
Street Trees	227,530	6,370	6,037	227,863
Community Canopy	1,413			1,413
CdA Arts Commission	2,328		55	2,273
Public Art Fund	59,740	18		59,758
Public Art Fund - ignite	427,401	131	4,450	423,082
Public Art Fund - Maintenance	105,360	32	5,474	99,918
<u>Debt Service:</u>				
2015 G.O. Bonds	667,677	3,989	400	671,266
LID Guarantee	46,863	7,832		54,695
LID 130 Lakeside / Ramsey / Industrial Park	-			-
LID 149 4th Street	19,658	4,716		24,374
<u>Capital Projects:</u>				
Street Projects	239,319	308,960	174,378	373,901
<u>Enterprise:</u>				
Street Lights	(694)	41,374	51,384	(10,704)
Water	1,244,075	783,577	385,295	1,642,357
Water Capitalization Fees	4,323,834	68,118		4,391,952
Wastewater	4,706,743	1,151,402	2,220,324	3,637,821
Wastewater-Reserved	1,102,461	26,500		1,128,961
WWTP Capitalization Fees	6,039,203	106,933		6,146,136
WW Property Mgmt	60,668			60,668
Sanitation	284,802	202,626	249,801	237,627
Public Parking	5,386	49,037	4,199	50,224
Drainage	523,652	82,024	116,929	488,747
Wastewater Debt Service	1,826,126	1,132,479	1,941,399	1,017,206
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	217,255	211,164	216,294	212,125
LID Advance Payments	250			250
Police Retirement	1,436,439	14,789	29,422	1,421,806
Sales Tax	(1,579)	4,615		3,036
BID	171,215	8,978		180,193
Homeless Trust Fund	296	276	296	276
GRAND TOTAL	<u>\$46,500,954</u>	<u>\$10,323,088</u>	<u>\$13,772,471</u>	<u>\$43,051,571</u>

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
ELEVEN MONTHS ENDED
August 31, 2016

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 8/31/2016	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$235,945	\$203,969	86%
	Services/Supplies	11,400	11,869	104%
Administration	Personnel Services	256,143	202,706	79%
	Services/Supplies	49,120	54,857	112%
Finance	Personnel Services	669,468	618,587	92%
	Services/Supplies	128,610	99,349	77%
Municipal Services	Personnel Services	1,100,049	1,016,483	92%
	Services/Supplies	487,725	430,496	88%
	Capital Outlay			
Human Resources	Personnel Services	213,211	187,734	88%
	Services/Supplies	51,650	23,747	46%
Legal	Personnel Services	1,101,327	1,043,703	95%
	Services/Supplies	98,853	77,493	78%
Planning	Personnel Services	521,558	430,796	83%
	Services/Supplies	37,350	24,056	64%
Building Maintenance	Personnel Services	350,898	285,041	81%
	Services/Supplies	146,875	107,560	73%
	Capital Outlay			
Police	Personnel Services	11,109,117	9,629,590	87%
	Services/Supplies	1,120,843	1,168,950	104%
	Capital Outlay	1,042,615	1,000,625	96%
Fire	Personnel Services	7,700,642	7,112,141	92%
	Services/Supplies	597,093	391,010	65%
	Capital Outlay	5,270,000	2,357,953	45%
General Government	Services/Supplies	49,250	46,572	95%
	Capital Outlay		77,396	
Byrne Grant (Federal)	Services/Supplies		61,104	
	Capital Outlay		64,840	
COPS Grant	Personnel Services		90,496	
	Services/Supplies			
CdA Drug Task Force	Services/Supplies	29,710	7,103	24%
	Capital Outlay		1,200	
Streets	Personnel Services	2,138,021	2,051,011	96%
	Services/Supplies	680,080	560,422	82%
	Capital Outlay	80,000	83,349	104%
Engineering Services	Personnel Services	556,456	549,395	99%
	Services/Supplies	749,560	789,754	105%
	Capital Outlay			

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
ELEVEN MONTHS ENDED
August 31, 2016

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 8/31/2016	PERCENT EXPENDED
Parks	Personnel Services	1,409,262	1,223,949	87%
	Services/Supplies	518,800	409,439	79%
	Capital Outlay	45,000	51,200	114%
Recreation	Personnel Services	575,554	454,445	79%
	Services/Supplies	143,430	141,905	99%
	Capital Outlay	5,000	12,694	254%
Building Inspection	Personnel Services	838,421	771,686	92%
	Services/Supplies	50,920	25,297	50%
	Capital Outlay	47,792	47,792	100%
Total General Fund		<u>40,217,748</u>	<u>33,999,764</u>	<u>85%</u>
Library	Personnel Services	1,172,301	1,040,724	89%
	Services/Supplies	196,850	183,607	93%
	Capital Outlay	140,000	117,731	84%
CDBG	Services/Supplies	529,424	487,811	92%
Cemetery	Personnel Services	173,772	161,097	93%
	Services/Supplies	100,500	70,958	71%
	Capital Outlay	30,000	36,845	123%
Impact Fees	Services/Supplies	1,842,000	982,605	53%
Annexation Fees	Services/Supplies			
Parks Capital Improvements	Capital Outlay	524,000	397,073	76%
Insurance	Services/Supplies	372,000	360,494	97%
Cemetery Perpetual Care	Services/Supplies	127,500	113,780	89%
Jewett House	Services/Supplies	29,355	21,033	72%
Reforestation	Services/Supplies	2,000	5,708	285%
Street Trees	Services/Supplies	100,000	57,828	58%
Community Canopy	Services/Supplies	1,500	1,055	70%
CdA Arts Commission	Services/Supplies	7,300	58	1%
Public Art Fund	Services/Supplies	324,000	43,720	13%
Total Special Revenue		<u>5,672,502</u>	<u>4,082,127</u>	<u>72%</u>
Debt Service Fund		<u>882,660</u>	<u>875,064</u>	<u>99%</u>

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
ELEVEN MONTHS ENDED
August 31, 2016

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 8/31/2016	PERCENT EXPENDED
Seltice Way Design	Capital Outlay	555,000	119,000	21%
Seltice Way Sidewalks	Capital Outlay	79,000	9,449	
Front Avenue Project	Capital Outlay			
Govt Way - Hanley to Prairie	Capital Outlay	50,000	54,555	109%
Levee Certification	Capital Outlay	498,000	176,100	35%
I-90 Curb Ramps	Capital Outlay			
15th Street	Capital Outlay	150,000	20,669	14%
Mullan Road Realignment	Capital Outlay	1,000,000		
Kathleen Avenue Widening	Capital Outlay	325,000		
Margaret Avenue	Capital Outlay	65,000	8,960	
Ironwood / US 95	Capital Outlay	120,000	483,300	403%
Total Capital Projects Funds		<u>2,842,000</u>	<u>872,033</u>	<u>31%</u>
Street Lights	Services/Supplies	584,150	463,935	79%
Water	Personnel Services	1,965,322	1,683,338	86%
	Services/Supplies	4,319,099	1,188,068	28%
	Capital Outlay	2,026,000	896,087	44%
Water Capitalization Fees	Services/Supplies	850,000		
Wastewater	Personnel Services	2,506,979	2,207,923	88%
	Services/Supplies	7,060,119	2,123,263	30%
	Capital Outlay	4,520,000	2,355,429	52%
	Debt Service	2,178,063	1,648,895	76%
WW Capitalization	Services/Supplies	2,500,000		
Sanitation	Services/Supplies	3,737,479	3,117,967	83%
Public Parking	Services/Supplies	167,896	86,603	52%
	Capital Outlay			
Drainage	Personnel Services	107,327	101,496	95%
	Services/Supplies	819,980	374,889	46%
	Capital Outlay	330,000	266,957	81%
Total Enterprise Funds		<u>33,672,414</u>	<u>16,514,850</u>	<u>49%</u>
Kootenai County Solid Waste		2,300,000	2,043,068	89%
Police Retirement		170,900	155,636	91%
Business Improvement District		186,000	80,000	43%
Homeless Trust Fund		5,000	3,883	78%
Total Fiduciary Funds		<u>2,661,900</u>	<u>2,282,587</u>	<u>86%</u>
TOTALS:		<u>\$85,949,224</u>	<u>\$58,626,425</u>	<u>68%</u>