

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.

OCTOBER 4, 2016

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Pastor Mike Slothower, River of Life 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 20th, 2016 Council Meeting.
2. Approval of Bills as Submitted.
3. Approval of Minutes for the General Services Committee Meetings held September 26, 2016.
4. Setting of General Services and Public Works Committees meetings for October 10, 2016 at 12:00 noon and 4:00 p.m. respectively.
5. Approval of a Cemetery lot transfer from Kaye Larson to Shirley Freeman, Lot 04, Block 81, Section B of Forest Cemetery.

Recommended by the City Clerk

6. Resolution No. 16-051

- a. Approval of Agreement with Anderson Bros., CPA, P.A. for annual audit services for Fiscal Year 2015-2016

- b. Approval of benefit plan changes and renewals with Group Health Options, Regence Blue Shield of Idaho, Blue Cross of Idaho Dental, and Willamette Dental
As Recommended by the General Service Committee

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

G. ANNOUNCEMENTS

1. **City Council**
2. **Mayor**
 - a. **Appointments:** Ali Shute to the Arts Commission; Susie Freligh, Barbi Harrison, Iris Ziegler, and Kim Torgerson to the Childcare Commission

H. GENERAL SERVICES

1. Accessible Non-motorized Launch at 11th Street
Staff Report Bill Greenwood, Parks and Recreation Director

I. OTHER BUSINESS

1. **Resolution No. 16-052** – Approval of Public Art Agreements with Rolf Goetzinger for “Playland Pier” at the Sherman Square Park and with Todd & Cain Benson for “It’s A Cutthroat World’ for the Centennial Trail Underpass.

Staff Report by: Sam Taylor Deputy City Administrator

2. **Resolution No. 16-053** - Approval of an Agreement with Kootenai County for public Transit Funding.

Staff Report by: Troy Tymesen, Finance Director

3. **Resolution No. 16-054** - Approval of a Memorandum of Agreement with Kootenai County for joint parking lot.

Staff Report by: Bill Greenwood, Parks and Recreation Director

4. Project update regarding the City Hall ADA Remodel Project.

Presentation by: Cory Trapp, Architect

5. **A-4-16:** Marina Yacht Club, LLC., located at 1000 S. Marina Drive, for a proposed annexation and zone request from County Commercial to City C-17.

Pursuant to Council Action September 20, 2016

- a. **Council Bill No. 16-1022** – Ordinance approving Annexation and setting of zoning for 1000 S. Marina Drive
- b. **Resolution No. 16-055** - Approval of Annexation Agreement with Marina Yacht Club, LLC for property located at 1000 S. Marina Drive.

J. ADJOURN:

This meeting is aired live on CDA TV Cable Channel 19

Coeur d'Alene

CITY COUNCIL MEETING

October 4, 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 20, 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 20, 2016 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

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

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

INVOCATION: Pastor Pace Hartfield, One Place Church, gave the invocation.

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

AMENDMENT TO AGENDA: There were none.

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

1. Approval of Council Minutes for the September 6, 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 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 MELCHIORE, 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).

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

PUBLIC COMMENTS:

There were none.

MAYOR AND COUNCIL COMMENTS: There were none.

APPOINTMENTS: **Motion** by Evans, seconded by Edinger, to approve the appointment of Denise Jeska, Mike Fuller, and Tom Morgan to the Pedestrian Bicycle Committee and Kathleen Sayler to the Library Board. **Motion carried.**

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.

Staff Report: Hilary Anderson, Community Planning Director, presented a request for council approval of 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 would grant an access easement to the Forest Service for a future paved access road to their future development.

Ms. Anderson said that the Forest Service is planning to build a facility on Kathleen Avenue. 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 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. The addition of trailhead at this area will provide a much needed amenity to the Prairie Trail. From this trailhead 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.

Ms. Anderson commented that when this item was presented to the General Services Committee on August 22nd, concerns with the impact of lighting and use within the 80 foot buffer were expressed. She noted that the Forest Service has hosted one planting party, with the second one coming up on September 24.

Councilmember Gookin asked if it was a typical U.S. Government contract because it seems very one-sided. Ms. Anderson said the agreement is reciprocal because the city is granting access and the Forest Service is granting an easement. Both parties feel like they are covered under this agreement.

MOTION: Motion by Gookin, seconded by Evans, to approve **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.

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

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 COVERAGE.

Staff Report: Troy Tymesen, Finance Director, presented a request for council renewal of 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.

Mr. Tymesen stated that ICRMP is a pool insurance and risk management program established by the Idaho Code to provide liability insurance and property damage insurance for the mutual benefit of political subdivisions of the State of Idaho. The cost to the city of Coeur d'Alene to be a member of ICRMP for fiscal year 2016-2017 will be \$363,445, which 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. The city has been pleased with the service and claims accountability. ICRMP offers many and varied resources for employee training and sample policies to educate and reduce risk. The premium for terrorism coverage would be approximately an additional \$174,490. 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.

Mr. Tymesen said that customer service with ICRMP has been excellent and staff supports the program.

MOTION: Motion by McEvers, seconded by Edinger, to approve **Resolution No. 16-050**, Renewal and approval of amendment to the 2016-2017 Policy with ICRMP for insurance coverage for liability and property damage and reject the terrorism coverage.

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

ORDINANCE NO. 3548
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.

Staff Report: Sam Taylor, Deputy City Administrator, presented a request for council approval of modifications to the City Code providing for making the City Administrator or their designee the appeals officer for parking tickets. Mr. Taylor said that 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. The code language will make the City Administrator the main appeal officer, though it is likely that it will be designated to the Deputy City Administrator, who manages parking issues in the community. Staff believes that this will not be a major increased burden on staff 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.”

Mr. Taylor explained that prior to 2005 parking ticket appeals were undertaken by city staff. Now, on a monthly basis, a parking commissioner is notified of the appeals and they have to provide a written response within 15 days of receiving the appeal. Staff has worked to enhance customer service related to the process, and that process would not change. Mr. Taylor noted that the commission expressed concern that as volunteers it is very time consuming for them to do appeals, and they are also concerned because they don't necessarily have training related to administrative law. In the past, staff was heavily participating in the process in that the Legal Department was processing the appeals and doing the leg work. Now the appeals are processed by the Downtown Association, and so now a lot of the leg work has fallen back on the commissioners. The commissioners' other concern is because the commissioners do the appeals on a rotating basis, each commissioner might have their own perception and it might not be

consistent. The Parking Commission has unanimously recommended modification of the appeal procedure back to the way that it used to be done, and staff believes that the change is appropriate. Mr. Taylor said that he believes that he can effectively manage the appeals since he manages parking for the city. If it was too burdensome, they would probably have the City Attorney's office assist.

Mr. Taylor said that the Parking Commission has many duties, including receiving feedback from the community. Each member of the commission represents a different stakeholder and each provides perspective and recommendations and works with staff. Doing the appeals would no longer be a part of their mission, but if it is a burden for staff, the language in the ordinance amendment related to a designee would still allow for the appeals to go back to the commission.

Councilmember English said that it is a tough thing to ask community volunteers to serve in a quasi-judicial role and the consistency is a real factor so he thinks he makes a lot of sense.

Councilmember Gookin asked why parking tickets can be appealed. Mr. Taylor said that it is about due process and he thinks it is appropriate to provide for an appeals process.

Councilmember Gookin asked Mike Gridley, City Attorney, if a one step appeals process is legal. Mr. Gridley said that he thinks that if someone wanted to take the time and expense, they could challenge some aspect of the enforcement or regulation of parking in the city.

Councilmember Gookin asked Mr. Taylor what would happen if the parking ticket appellant was someone that he knew. Mr. Taylor said that in that event he would recuse himself and send the appeal to the city attorney's office for review.

Councilmember Miller said that in her opinion, there is a financial impact to the city. She also asked Mr. Taylor what training he would go through in order to adequately respond to the appeals. Mr. Taylor said that he has a Masters Degree in Public Administration with emphasis in administrative law so he feels that he has the adequate training. He also noted that he is salaried, so there would be no additional cost to the city.

MOTION: Motion by Edinger, seconded by McEvers, to pass the first reading of **Council Bill No. 16-1020**.

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

MOTION: Motion by Edinger, seconded by McEvers, to suspend the rules and to adopt **Council Bill 16-1020** by its having had one reading by title only.

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

EXPENDITURE OF FUNDS FROM THE PARKING FUND FOR THE COLLECTION OF PARKING TICKETS.

Staff Report: Sam Taylor, Deputy City Administrator, presented a request for council approval of an expenditure of Parking Fund monies for the collection of unpaid parking fines and to gather vehicle owner data in order to pursue said collections. Mr. Taylor stated that 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 parking 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 has 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.

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 the letter, and the city must clarify that it will add an additional 33 percent collection service fee to the amount owed before sending the account to collections. Once the letter is sent out and the person does not pay, they will be sent to collections. Those with \$40.00 or more in fines will receive a 25% discount if they pay prior to December 31. Those who do not pay by December 31 will be sent to Chapman Financial Services for collection.

Because the city must send out the letter, funds are needed for postage, the letters, and envelopes. Funds are also needed to pay other states to receive data on registered vehicle owners outside of Idaho. The City's IT staff has merged the Idaho records, and of the 24,949 outstanding tickets, only 8,415 letters need to be sent because most people who haven't paid have multiple fines. Staff has also set up a new computer program that will allow other staff to directly input future lists, merge the data, and auto-populate letters.

Staff is seeking expenditure approval in the amount of \$6776.04 from Fiscal Year 2016-17. It is estimated that up to \$90,000 could be received in collections of unpaid fines, which would easily recoup the necessary process costs; however, collections can take time and revenues may trickle in. This is a crucial part of the city's enforcement system in order to change the paradigm as it exists today.

Councilmember English said that at the Parking Commission meeting there was discussion about how the council has apparently looked at enforcement before and there is a feeling that council hasn't taken it seriously. Besides the practical aspect, Councilmember English said that he thinks that it sends the message that council is serious.

MOTION: Motion by McEvers, seconded by Edinger, to approve the expenditure of approximately \$6,776.04 from Fiscal Year 2016-2017 for the parking ticket collection letters/processing.

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

PUBLIC HEARING: (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: Mike Behary, Planner, presented a request on behalf of the Marina Yacht Club, LLC for 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.

Mr. Behary presented a description and background information on the history of Blackwell Island and noted that the subject property has been used as a marina for over 50 years and is in the City's designated Area of City Impact. He discussed recent annexations over the years in the area. Discussed existing zoning of the area. He discussed the allowed uses in the C-17 zoning district, and the required findings for annexation, which are that the proposal is or is not in conformance with the Comprehensive Plan policies; that public facilities and utilities are/are not available and adequate for the proposed use; that the physical characteristics of the site do/do not make it suitable for the request at this time; that the proposal would/would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, and/or existing land uses; and the recommendations for items to include in the annexation agreement.

No conflicts of interest were declared. Mr. Behary said that public notice was published on September 3, 2016 and all required notifications have been made.

Mr. Behary said that a limited PUD was submitted to the Planning Commission on August 9, 2016, and the Planning Commission voted to conditionally approve pursuant to the annexation of the subject property. The commission recommended 25 items to be included in the annexation agreement, including two from the Idaho Transportation Department (ITD). Mr. Behary noted that the ITD notified them that their two items are no longer needed in the annexation agreement.

DISCUSSION:

Councilmember Gookin asked about the allowed uses in the area. Mr. Behary said that the uses are anything water-related. Councilmember Gookin asked if navigable waters exist in other areas of the city, why can't they put in their own docks. Mr. Behary said that they would have to apply to get them. Councilmember Gookin said that his concern is for other areas that are navigable waterways in that it doesn't allow anyone next to any navigable waterway to build a marina, for example.

Councilmember Gookin asked about recommended Item #3, that the Cedars Restaurant and the marina would be required to connect to the public water system at a private system. Terry Pickel, Water Superintendent, said that they talked about installing a water meter at the 12 inch main in case the applicant wants to relocate infrastructure to suit their needs.

Councilmember Gookin asked about recommended Item #11, the requirement to transfer potable water rights to the city, and questioned why the city was not requiring the applicant to transfer the well to the city. Mr. Pickel said that it is a small well and they are concerned about influence from the water. The city is just wanting the water rights.

Councilmember English asked if the annexation is approved, what practical or functional difference is it going to make that that portion of waterway is now in the city versus not? Mr. Behary said that right now it just makes the city boundary more homogenous and ties into the existing city limits.

Councilmember English said that most of the request is actually for the water surface and he wondered why the private owner included that and if it is normal. Mr. Behary said that the city doesn't own the surface water, they just have jurisdiction over it. Mr. Gridley said that it gives the city the right to enforce their ordinances in that area – jurisdiction on the surface. The State still owns the lake bed and would issue encroachment permits.

Mayor Widmyer called for public comments.

John Barlow, said that he lives in Harrison, Idaho, and in Coeur d'Alene occasionally. His mailing address is P.O. Box 1180, Coeur d'Alene, 83816. He is representing the Marina Yacht Club LLC in regard to their request to annex the Blackwell Island property.

Mr. Barlow said that Blackwell has been a part of Coeur d'Alene's history since the 1880s. It served as the area's largest sawmill for decades, and then the city's landfill, and then there was a transition to marina uses. It has always been the most accessible and well protected marina in the Coeur d'Alene area. The Cedars restaurant has been in operation since the 1960s.

Mr. Barlow presented information regarding the history of the area and noted that dredging occurred during the sawmill operation in order to enhance access to logs. He said that significant investment has been made in securing permits, storm drainage, marina parking, service buildings and marina operations. Mr. Barlow discussed and explained the improvements made to the marina and noted that the marina and restaurant business have been very successful and growing, and they have basically outgrown their utilities and feel it is time to annex and be a part of the city. They also obtained permits from the Army Corps of Engineers and State of Idaho, valid through March of 2021, to dredge and work the waterways.

Mr. Barlow said that the city's Comprehensive Plan base map designates the property as "Stable Established." This implies that the area's neighborhood character has largely been established and should be maintained. The development is consistent with the use of the land in the past and consistent with the neighborhood and established comp plan. Stormwater, streets, water, sewer and fire have been reviewed by staff. They have gone through in detail the requirements that would be necessary and all have been accomplished and are agreed upon. In order to effectuate the annexation of the property they requested a limited PUD dealing with existing and planned marina access and seasonal activity and boat storage. Mr. Barlow reviewed the PUD request and uses of the property. He noted that the key points to consider are that the zoning request is consistent the Comprehensive Plan, and marinas and restaurants are listed in the

Comprehensive Plan as acceptable uses. All existing Blackwell Island property presently in the city is already zoned C-17. The zoning uses are well established and the businesses are uses for the area. Mr. Barlow said that the businesses that you see are the businesses they will operate under the PUD. The areas requested for the PUD fully respect the 40 foot shoreline ordinance and the only exceptions are items necessary to access the marina and restaurant. They have met with every department and the conditions of approval are all acceptable to them as part of their annexation. The investments that they have made in the last two years prove that their commitment is real.

Councilmember McEvers asked if the 35' of open space is part of the PUD agreement. Mr. Barlow confirmed that it was and noted that any boat can go through there and access to that open space is from the lake.

Councilmember McEvers asked about access to the slough. Mr. Barlow said that when the lake level goes down a portion of the slough dries up, but the marina is still there.

Councilmember McEvers asked about the ped/bike easement and the payment of \$13,000 in lieu of the easement, and asked where that number came from. Mr. Barlow said the number came from staff. He noted that there is an existing bike trail easement that came when Blackwell Island RV park came in as a PUD. There is also a bike trail easement that goes along highway 95. Staff said that it was not likely that the bike trail would ever be built because it doesn't go anywhere and it would be better to receive money for improvements on the trail system somewhere else. Mr. Barlow noted that the city's water line would continue and they can't build over it.

Councilmember Edinger said that it is quite an improvement in the area and he commented that he thinks that if this presentation would have been presented to the council a few years ago, it might have stood a good chance of passing. Mr. Barlow said they are proud of the fact that they started the ball rolling on their own and when they spent the money for the infrastructure improvements, it was a pretty big commitment. He noted that you develop the property for its highest and best use for the economy you are in.

Mayor Widmyer asked what is involved in shoreline stabilization. Mr. Barlow said that the bank is somewhat stable with the existing vegetative growth, but during higher or lower water events, the bank has some disruption. There are also remnants of foundation from the old mill which enhance erosion, so it needs some maintenance or otherwise it can degrade to a condition where nobody can fix it. He noted that there are no structures at all in the 40 feet shoreline area, but they are requesting a transformer to be permitted with access to the Cedars, and are asking to keep their flag poles and light poles.

Gerald Mathes, 1006 E. Lakeside, Coeur d'Alene, said that he listed on the sign-in sheet that he was opposed to the annexation and needed to clarify. He is not opposed to the annexation, but just has some questions. He noted that he grew up in Coeur d'Alene and is not opposed to development. He is very impressed with many of the things that Mr. Hagadone has been able to accomplish for the community. In regard to the C-17 designation, he asked whether even though the applicant has stated that the highest structure will be 60 feet, will they be able to build higher

structures than 60 feet? He said that he is impressed with what the applicant has been able to do with the marina and cleaning up the area, but a 60 foot building is somewhat of a different structure with a different skyline. Mr. Mathes asked if an impact study has been done about the amount of noise that will arise from the mechanical operations of the building and light pollution.

Roger Smith, 810 Bancroft Street, Coeur d'Alene, said that when the old Atlas Mill site was approved for annexation, there was a lot of concern about the fact that we have a jewel on the river that is worth preserving as noted in the Comprehensive Plan. At the time of the annexation, the city wrote a resolution to that effect and established an ad hoc committee that was called an advisory group to the council. When that ad hoc committee was disbanded, they established a group called Friends of the Spokane River Corridor involving people from organizations like the Bike Trail Foundation, Kootenai Environment Alliance, and the Mill River Homeowners Association. They are a coalition group of people that have a strong interest in riverfront issues and preserving riverfront. Mr. Smith said that he doesn't have any specific strong objections to what is being proposed, but they do have some concerns. He didn't see much in the proposal in regard to the preservation of public access and public viewscape along the river. Their biggest concern is setting some precedents that would then apply to other areas of the riverfront that are yet to be developed such as the two big mill sites. He noted that there aren't many special rules for the river district and no teeth to really enforce them, and suggested that maybe a new zoning district is needed to avoid some of the piecemeal development. Mr. Smith recommended that a workshop be held and that the city take the lead on that to look at what can be done to guarantee that some of the visions of the Comprehensive Plan are standardized and imposed on future development along the river.

Chuck Gaede, 4465 Greenchain Loop, Coeur d'Alene commented that as judges, the council needs to make findings and recommendations. He noted that tucked in the PUD there is open space that counted against the 10% open space required by the PUDs. He thinks it is a terrible precedent to set, and thinks that the council needs to make a finding that water doesn't count as open space. He commented that if that 10% comes out of the water which is already public, what is to prevent development down the river on both the north and south shore from saying that the river is our open space. He asked the council to make a finding that the river or the lake cannot be used for the open space offset. He also commented that the city really needs zoning for a river district and not just a comprehensive plan with dreams since the Comprehensive Plan is not enforceable. Mr. Gaede commented that he thinks the city needs the marina and it is a good project.

Mayor Widmyer asked Mr. Gridley to clarify the open space issue. Mr. Gridley said that staff has discussed it in a fair amount of detail because they are concerned about the river and don't want to set precedents and want to be consistent in their treatment of everyone. He thinks that this is a unique piece of water, in that the water to be used as open space is contained within the development. There is no other space where that will occur. Mr. Gridley commented that encroachments into the river are controlled by the Department of Lands and then once they are annexed into the city, then the shoreline ordinance does apply unless there is a PUD that allows a trade off. The proposed open space in this development is unique but it fits within the requirements of their PUD for a variance. In regard to the definition of open space, there is no

requirement that someone can walk on it, and it doesn't even have to be accessible to the public, just accessible to users of the development. Mr. Gridley said that he doesn't feel like there is a precedent being set that will affect the rest of the development down the river.

Julie Delsaso, 743 Fairmont Loop, Coeur d'Alene, thanked staff for answering her many questions. She noted that she has spent a lot of time reading public records about this project because it involves a lot of agencies. She is very concerned about the exemptions to the shoreline ordinance, and noted that the exempted transformer by the Cedars fell into the water about 5 years ago and caused a PCB violation. After that incident the pole should have been moved but was put back into the same place. Ms. Delsaso said that she doesn't think that the transformer is a good reason for having an exemption for protected shoreline at the Cedars. She also doesn't think that having 60 feet of stacked boats along the canal is a good idea either. She commented that navigable water zoning creates a lot of confusion about who has authority for construction on the waterway. One thing that the designation was used for was annexing around Tubbs Hill, but Tubbs Hill is native vegetation and there is not a lot of soil disruption. Ms. Delsaso said that the navigable water zoning needs to be updated to include new best management practices (BMPs) recommended based on 30 years of lake studies. She also expressed concern about impacts from multiple open-ended phases of development and it is her understanding that the dredging may take place over several years and the canal may be closed. There might be condos – she doesn't know what it is going to look like. It will create some navigational concerns that are usually addressed through the Department of Lands, and will push all of the boat construction towards NIC. Ms. Delsaso said that looking at how the shoreline affects a number of things is more of a comprehensive look and that downstream from where the dredging is proposed are gravels and silts that affect how the aquifer runs. It will be important to determine the effects of stored mining toxins and they will have to be careful that contaminants don't leach during flooding periods. The city could use some written quality assurances. Ms. Delsaso said that the permits from the Army Corps and DEQ have been extended for 7 more years so she doesn't think there is a big hurry. She thinks that the annexation does not fit the Comprehensive Plan. Ms. Delsaso said she is not against the project, but just wonders why, when the property was bought in 2004 that the shoreline destruction has still continued. Ms. Delsaso expressed concern regarding tribal artifacts and said that interdependent agency coordination helps with truth finding in a real democracy. There are unanswered questions about quality assurances related to the aquifer and the leaking of toxins. She also said that foreseeable orderly growth should be more gradual going from rural residential to industrial/commercial with 24/7 operations.

Pat Behm, 743 Fairmont Loop, Coeur d'Alene, said that he is not against this project and the eventual annexation of the property, but asked what set of rules are in place to guide the development and submerged lands included in the annexation. He recommends that the city postpone annexation until they have a firm handle on the scope of the projects. There are uncertainties about impingement, view shed and the aquifer that should cause close examination of all particulars. Mr. Behm noted that the stretch of river included is the busiest stretch on the lake and he is deeply concerned for public use. The shoreline shaded trees and shallows on the island shore provide cool paddling which is safe from motorboat traffic. He also said that industrial development up to the shoreline is a concern. When we keep the tree shoreline, our

view shed from the Dike Road and NIC will not be so sullied from the high rises that will surely emerge from the island.

Mr. Behm said that new construction of a 60 foot structure within the setbacks and additional requests for work on the Cedars are new uses, and not marine business as usual. He hasn't seen the boat stacks and doesn't know what they look like. There is no construction plan submitted to the Army Corps of Engineers. The plan is supposed to contain scores of repairs and improvements prior to construction, but there is no construction plan to the Corps yet. The 60 foot boat stacks should be added to the construction plan and managed by state and federal agencies involved in negotiation and planning. There is no mitigation included with the request for variances of city setbacks. Mr. Behm said it is important to study the history of planning if you are planning for the future, and this annexation should not be rushed, and to let the Army Corps and DEQ deal with the marina construction and then consider annexation when we know what we are in for.

Dr. Lisa Manning, 5858 W. Cougar Gulch Road, said that she represents the Kootenai Environmental Alliance "Waterkeeper" program, and she is the Lake Coeur d'Alene "Waterkeeper." She thanked everyone and staff for their hard work. There are a litany of studies supporting upholding shoreline protection, some of which she provided to the council. Shoreline protection is very important and should be upheld. Vegetation shoreline buffers play a critical role in protecting the ecological function of water quality. She urged the city not to consider a variance of the 40 foot shoreline setback. It is important to remember that the lake water quality is sensitive to human lake-related activities. She noted that recently the Wastewater Treatment Plan underwent expensive upgrades to reduce phosphorus and meet water quality standards. The majority of phosphorus pollution is coming from non-point sources including sediment generated by logging in the watershed, development in the lake, septic systems, stormwater runoff, fertilizers, ashes from fires, pet and livestock waste and bank erosion. The simplest and most effective Best Management Practice (BMP) for the protection of water quality is a 50 foot to 200 native vegetation buffer. She encouraged the council to enforce the existing code regarding shoreline regulations and to not grant a variance for the Marina Yacht Club. The annexation should have language requiring re-vegetation from an approved plant list after any instances of soil disturbance. She asked that her handouts to council also be provided to staff, and agrees that a workshop is an excellent idea for everyone, as the precedent set will affect future development and construction practices

Ed Morsen 5864 Harcourt Drive, Coeur d'Alene, said that "these guys" do quality work and some great projects in the city. With respect to annexation, when that happens the residents of the city bear the burden in that their taxes go to provide services for anyone that gets annexed. As a citizen of Coeur d'Alene, he pays a lot of taxes and likes the services that he receives, but wants to make sure that citizens get benefits back. He noted that there are other people that like to use the area – not only paddlers, but other folks and it seems to him that as citizens of this city they should be able to get some access to the area. The easement for the bike path should be retained. Bike paths are getting used and he thinks it is a wonderful attribute to the community. Mr. Morsen said that he is a professional engineer and sees a diminishing ecosystem as we infringe on the water and remove our riparian areas. It is important that we retain that buffer and vegetation, and enhance the vegetation with native species. One of the things he has come to

learn in his profession is that the beds and banks of these rivers are owned by the citizens of the state of Idaho. The Idaho Department of Lands administers the beds and banks on our behalf. Calling open water open space doesn't work for him because we already have that right. He asked what the citizens of the city are getting in return for the annexation.

Mayor Widmyer called for a five minute recess at 7:47 p.m. The meeting resumed at 7:54 p.m.

John Magnuson, 1250 Northwood Center Court, said that a concern was expressed about the possibility of establishing a precedent by allowing the applicant to use open space through the marina property. He commented that it would be of absolutely no precedential value and said that the level of the lake is maintained by a dam that was put in in 1906. He showed that the present marina location was actually dredged out of private property located above the ordinary high water mark, and the applicant is the only one in the city of Coeur d'Alene of which he is aware that actually owns the lake bed within their own property over which the water is located. The land is taxed as submerged land. He also responded to the comment about the people of the state of Idaho having title to the beds and banks of the lakes, and said that applies to beds and banks that weren't artificially created on private property through a dredge. This situation is a factually unique circumstance of no precedential value. The applicant has guaranteed that if the PUD is approved the strip of open space will remain unobstructed in perpetuity, or the applicant can make application as it has done and apply for encroachment within its internalized lagoon for additional permits, etc. The open space requirements were found to have been met in 2005 upon the same argument presented today.

Councilmember Evans asked if the open space requirement was not applied to the canal, would there then be the option to apply for it to be closed? Mr. Magnuson said that it has been a marina operation for over 50 years and there is always an opportunity to go to the Department of Lands to amend the permit for additional locations, etc. It could change internally with the constitution or complexion of the marina and the PUD insures that it will not happen.

Councilmember English asked about the property tax rate for submerged land. Mr. Magnuson said the county has a category called submerged lands, but this is the only one in the context of a marina.

Mr. Barlow said that open space comes from the precedent set 10 years ago where the marina was the open space and council approved it then. The other aspect is that in a marina operation they have security issues for people's boats that involve gates and ramps, etc. and it is difficult to introduce an access point in the middle of a secure marina. He noted that the city does have a piece of property that could easily use the open space.

Councilmember Evans asked Mr. Barlow to address the comment about the canal being closed for dredging. Mr. Barlow said that if they were to engage the permits that they have the canal would be closed and they would have to come to the city to get some kind of approval to do that. At this point in time they don't have that scheduled. They have been granted a 7 year extension on those permits, and they are extendable beyond that, if necessary. Everything is driven by the economy of the day and time.

Phil Boyd, 350 E. Kathleen, Coeur d'Alene, the applicant's engineer, said that when they started looking at the project, it was just to repave the Cedars parking lot and make some improvements to the gravel parking lots. As they started looking at it they saw an opportunity to do something better – an opportunity to prevent the stormwater from running off into the river. The conclusion of the county is that the current configuration is much better. One of the main features is retaining the ability to maintain the encroachments that are currently there. In regard to shoreline stabilization, there is considerable erosion in areas due to old log structures that have eroded over time. The sole purpose of the PUD variance is to do shoreline stabilization.

Mayor Widmyer asked if the property is served by a septic system now. Mr. Boyd confirmed that it was and said that the plan is to hook into city sewer.

Councilmember English asked if there was a plan to get rid of the trees and vegetation? Mr. Boyd said that the PUD variance for working the shoreline setback is for erosion control. If a tree fell and was creating an erosion situation, they would remove the tree, but other than that, cutting trees doesn't qualify as erosion control.

Councilmember McEvers asked Mr. Barlow to discuss the impact of mining waste and aquifer cleanup. Mr. Barlow said that had addressed the shoreline stabilization and stormwater runoff issues before coming before the council today. In regard to mining waste issues, those are questions that will come if and when they do the dredging project. The testing that they did for five years showed that the sediment is what the heavy metals cling to and that is one of the reasons they don't want anyone to disturb the lake bottom without the proper environment. Mr. Barlow noted that their permits are extensive and involve a lot more work that would still have to be done to start, but at this point it is not a project they are even contemplating.

Mr. Barlow said that the annexation will result in a new source of property tax for the city and a new expense for them, but they do gain the sewer and water and they are paying for the extensions. He noted that they have already met with water, sewer, fire, etc. and basically wanted the department issues resolved before they came to council so they didn't have a problem like they had last time.

Councilmember Miller commented that dry stack boat storage is new to the community. There is a high concentration of fuel, boats, and flammable material. In regard to the request to have the stacked building moved closer to the water, she wants to be ensured that the catastrophic issue would be addressed. Mr. Barlow said that every building they need to build has to go through a building permit process. Every permit is reviewed by every department. They currently have 38 boat storage buildings at their Stateline facility with about 1,500 boats stored and they are all permitted under code. He commented that it is no different than a dry stack. The buildings they are proposing would be significantly less dense than what they have at Stateline. It would be a lot easier to control a fire here than it would be at Stateline. Dry stack buildings are more common in Seattle than regular marinas, and it is not a new concept to marinas in America. The same codes apply nationwide and there is a good track record of what is acceptable for fire and water, etc.

Councilmember Miller asked why it is necessary to have the dry stack buildings within the shoreline ordinance area north of the River Avenue demarcation. Mr. Barlow said boats access the water via a large fork lift. For that reason you don't want to have a dry stack far away from the water.

Councilmember Miller said that there has been discussion regarding dry stacks and the noise, light pollution and aesthetics of the building. Mr. Barlow said that he doesn't think that noise is an issue. Forklifts would not be working at night, and very little light is needed. The elevation of the highway allows you to see over the marina and the building is not that tall.

Councilmember Miller asked what happens to the docks located outside of the annexation parcel. Mr. Barlow said that they are permitted from the state under the Department of Lands and are not part of the acreage of language that is proposed to be annexed.

Councilmember Edinger asked Mr. Barlow if they had any plans for building condos. Mr. Barlow said not at this time because the utilities they have discussed and agreed to with the city are not large enough for condos. When and if they had other development that they wished to happen they would have to come back to the city for a building permit. They would need to have different configurations for water, fire, sewer, etc. Mr. Barlow stated that their company has no interest in condos at this point in time.

Councilmember McEvers asked Mr. Barlow what he can say to the public in terms of what the city would be receiving that they don't have now. Mr. Barlow said that he remembers that the previous request was for buildings up to 110 feet tall near the water's edge with a public walkway along the river. Where it got complicated was instead of a walkway it became a multiple use path and it was no longer a subtle, soft thing between the river and where people live. Councilmember McEvers asked if the boardwalk at the Resort was part of what the public got in exchange for the variance in the shoreline ordinance. Mr. Barlow said that it was the birth of the shoreline ordinance and they were not opposed to the boardwalk and saw it as an asset. The boardwalk has over a million people a year walk on it. Councilmember McEvers asked Mr. Barlow what the city would be getting in exchange for the variation on the shoreline ordinance for this project. Mr. Barlow said they would be getting the facility and the open space that they have committed to. It will also result in many thousands of dollars of new property tax for the city. The city is also getting paving, erosion control, etc. because it is already done.

Councilmember Evans asked about Item #23, the ped/bike easement and the fee in lieu of in the amount of \$13,000. She noted that the city currently has a parcel with approximately 100 feet of shoreline and suggested that instead of the \$13,000 payment in lieu of the ped/bike easement, that a private/public partnership happen to improve the city parcel to make it a more usable open space such as a non-motorized launch point for kayaks, paddle boards, etc. Mr. Barlow said that the city can use the \$13,000 for whatever they want but they don't have any plans to get involved in the development of the city's property at this point.

Public testimony was closed.

DISCUSSION: Councilmember Gookin asked Mr. Behary and Mr. Gridley regarding the open space rules. Mr. Gridley said that the requirement under a PUD is 10% of open space, as determined by the Planning Commission, which is free of buildings, streets, driveways or parking areas. Open space needs to be accessible to all users of the development and usable for open space and recreational purposes. Councilmember Gookin questioned the open space being water. Mr. Gridley said that it is water that is equivalent to over 10% of the land area, and that it meets the PUD requirements as written. Councilmember Gookin said that if the zoning was changed from Navigable Waters to C-17 he would be okay with the PUD.

Councilmember Evans commented that if the canal is not considered open space it would have the potential to be the access shutoff to the BLM slough, but if it is considered as open space, then the annexation would ensure that the area would remain open and would prevent it from being shut off. Mr. Gridley said that they looked at it historically and the reason the property was dredged was to bring in logs for the sawmill. It probably wouldn't happen again, but it is something that could happen. If it is preserved as open space, it can't happen.

Mayor Widmyer asked how the county designation of submerged land transfers over to the city. Mr. Tymesen, Finance Director, said that the assessor would look at the valuation. Mayor Widmyer asked if the property came into the city would it be considered land or submerged land. Mr. Tymesen said that it would be the value of the land and the property taxes would come into the city. He also confirmed that he does not know of any other submerged land property in the city.

Councilmember Miller asked if the city could put up buoys, signs and directional information on the surface of the navigable water, or is that controlled by the Department of Waterways. Mr. Gridley said that if it was out on the lake, the buoys the city has are affixed in some fashion to the bottom, which would require a permit from the Department of Lands. The navigable water that is within the marina is technically owned by the marina and the city would have to work with them if they wanted to put buoys out there.

Councilmember Evans said that she would like thoughts from the council on the public benefit as she is wrestling a bit with the vacation of the ped/bike easement. She is comfortable with the canal being counted as open space knowing it couldn't be potentially closed off.

Councilmember McEvers said that he understands the annexation fees and taxes and feels that it is a good deal for everybody.

Mayor Widmyer said that there are some annexation fees that will come to the city and it could be that council could work with the Parks Department and use some of the annexation fees to improve the piece of city owned property in the area. Mr. Tymesen confirmed that council can direct staff regarding the use of the annexation fees and he has not anticipated any annexation fees from this project in the budget for next year and that it would be new revenue.

Councilmember English said that he was impressed with the improvements to the property and it has value to have it in the city. He also looks at it as a very unique situation and doesn't think there would be a lot of precedence. If he had to pick between the value of the waterway access

which is so unique versus some kind of land access that might not even be guaranteed to be open to the public, he thinks it is a rare opportunity for water access that we don't ordinarily get. He is supportive of the annexation.

Councilmember Gookin said that this is the river and council has made a big deal about the other mill sites and river access.

MOTION: **Motion** by Edinger, seconded by English, to approve/deny the 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, to make the necessary Findings and Order, and to direct staff to negotiate an annexation agreement.

DISCUSSION: Councilmember Evans said that she is still hung up on vacating the ped/bike easement and worried that the city is being short sighted on any future opportunities by vacating the easement.

Monte McCully, Trails Coordinator, said that where the ped/bike easement ends, you can't really connect it. In looking at the map, there is nowhere to put a trail around the island. If it was ever developed as a condo or hotel, it could be addressed at that time. Once a pedestrian bridge is built or some other connection to the island, then just being able to get to the area of the city's property would be a great start. Mr. McCully stated that he was more concerned with getting a trail north along the river from the city property should the adjacent RV park ever be redeveloped.

Councilmember Gookin said that the Cedars and the island looks awesome and he doesn't have a problem with any of it, but he doesn't like a PUD. By approving an annexation, they are voting on something they don't see. His issue is the water.

Councilmember Edinger said that he and Councilmember English were against the annexation some years back, but this is a different presentation and he thinks it is a good thing for the city of Coeur d'Alene, and will bring in some tax money and would be a great benefit to the city of Coeur d'Alene and the taxpayers.

Councilmember Miller said that her concern about the open space over the waterway is that it is kind of a trade off like the Bellerive open space where nobody knows it is there. She also has concerns waiving the shoreline ordinance area and the unknown boat stacking product, but will have to defer to staff through the building permit process in making sure that a hazard isn't created there.

ROLL CALL: English, Aye; Edinger, Aye; Miller, Aye; McEvers, Aye; Gookin, No; Evans, Aye. Motion carried with Councilmember Gookin voting No.

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

Staff Report: Troy Tymesen, Finance Director, presented a request for council approval to amend the Fiscal Year 2015-16 Budget by a total of \$2,671,865. 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 ordinance. The budget amendment reflects increases in expenditures due to carryovers of projects, capital purchases from the GO Bond sale, retirement and separation accumulated leave payouts, State and Federal grants received, availability pay in the Police Department and an increase in constant manning in the Fire Department. Additional revenues of \$526,080 are projected to be received in the General Fund to cover the increased expenses for the fiscal year, \$745,000 is coming from the GO Bond funds, and \$774,385 is projected to come from General Fund balance.

Mr. Tymesen reviewed the expenditure increases to the General Fund and other funds during the last year. He noted that the goal is to have enough dollars to get everything done that council directs them to do. He confirmed that the \$774,385 listed as increases to the revenue for the General Fund was money taken from the Fund Balance to square up the General Fund. He noted that some of the dollars were dedicated for projects that were carried forward and the Fund Balance will probably not move down by that amount.

Mayor Widmyer called for public comments. There were none.

Public testimony was closed.

MOTION: Motion by Evans, seconded by Gookin, to pass the first reading of **Council Bill No. 16-1021**.

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>\$85,949,224</u>	<u>\$88,621,089</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.

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

MOTION: Motion by McEvers, seconded by Gookin, to suspend the rules and to adopt **Council Bill 16-1021** by its having had one reading by title only.

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

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

The meeting adjourned at 9:02 p.m.

ATTEST:

Steve Widmyer, Mayor

Amy C. Ferguson, Deputy City Clerk

September 26, 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

CITIZENS

Jim Hail
James Fillmore
John McLeod
Brenda Garcia
Howard Brenton

STAFF

Juanita Knight, Senior Legal Assistant
Troy Tymesen, Finance Director
Melissa Tosi, Human Resources Director
Bill Greenwood, Parks Superintendent
Tim Martin, Streets Director
Mike Gridley, City Attorney
Jim Hammond, City Administrator
Sam Taylor, Deputy City Administrator

Item 1. Annual Agreement for the City Audit.
(Resolution No. 16-051)

Troy Tymesen, Finance Director, is requesting approval to enter into the annual engagement agreement with Anderson Bros., CPA'S, P.A. accounting firm to conduct the 2015-2016 Fiscal Year audit at the cost of \$31,150. Mr. Tymesen noted in his staff report that the City conducts an annual audit to comply with Idaho State Statutes and the National Recognized Municipal Securities Information Repositories (NRMSIRs). The City solicited quotes for audit services from one other qualified municipal audit firm, Magnuson, McHugh & Co. Magnuson, McHugh & Co. gave a quote of \$39,000 for FY 2015-16, \$35,000 for FY 2016-17 and \$35,000 for FY 2017-18. Anderson Bros. quote came in at \$31,150.00 for FY 15-16, \$31,350 for FY 2016-17 and \$31,550 for FY 17-18. Both companies' quotes include a Single Audit. This is a \$3,650 increase from what the City paid for the Fiscal Year 2014-15 audit and a \$1,048 decrease from what the City paid for the Fiscal Year 2013-14 audit. The cost for this service is included in the Fiscal Year 2015-2016 financial plan at the amount of \$32,500 in the Finance Department under GL #001-003-4151-3100. Anderson Bros completed the 2014-15 audit for the City at a cost of \$27,500. The personnel that will be conducting this audit have over 44 years of combined governmental accounting and auditing experience and are offering their services at a very reasonable cost.

Councilmember Miller asked if this audit is required by the NRMSIRs. Mr. Tymesen said the state requires it. However, we do it because we have bonds. We want the update done so that all those entities that have acquired our bonds can go online to NRMSIRs and look at our audit, annually.

MOTION: by Miller, seconded by Evans, to recommend that Council adopt Resolution No. 16-051 approving the annual engagement agreement with Anderson Bros., CPA's, P.A. accounting firm to conduct the 2015-16 Fiscal Year audit at the cost of \$31,150.00. Motion Carried.

Item 2. Benefit Plan Changes and Renewals.
(Resolution No. 16-051)

Melissa Tosi, Human Resources Director, is requesting Council approve benefit plan changes and renewal rates effective October 1, 2016. Mrs. Tosi noted in her staff report that these changes and renewals include Group

Health Options, Regence BlueShield of Idaho, Blue Cross of Idaho Dental and Willamette Dental. The other City benefits such as United Heritage Life Insurance and Long-term Disability, Magnuson, McHugh & Company Flexible Spending Account, Gallagher Benefits HRA/VEBA Service Group and Reliant Behavioral Health have no changes. The Medical Review Committee's goal is to minimize rate increases and strategically address employee cost sharing for medical benefits. The Committee, per contract, consists of representatives from the Lake City Employee's Association, Fire Union, Police Association, Non-represented and Exempt employees. Along with our broker, Helbling Benefits Consultants, the committee meets regularly throughout the year to understand market trends, review alternate plans and consider changes.

Mrs. Tosi noted the following changes are effective October 1, 2016 through September 30, 2017. All of the costs have been anticipated in the 2016-2017 approved financial plan.

- **Group Health Options** (medical): After dramatically rising medical premiums and increasing dissatisfaction with customer service, it was determined that transitioning to Regence BlueShield of Idaho would bring the greatest value to the City and employees.
- **Regence BlueShield of Idaho** (medical): After diligent work from the Medical Review Committee, all employee groups agreed to transition to a 2 plan option with Regence BlueShield of Idaho. The medical plan option 1 has an increase over the Group Health plan of 16.11% and medical plan option 2 has an increase of 7.18%. The only changes to the plans are with Option 2 and consist of the following:
 1. Deductibles increase to \$1500 individual/\$3000 family;
 2. Out of Pocket Maximum increase to \$2000 individual/\$4000 family.
- **Blue Cross of Idaho** (dental): There are no increases or benefit changes.
- **Willamette** (dental): Willamette dental will now be administered by Blue Cross of Idaho which resulted in a 1.33% reduction in premiums (annual savings \$1,410).

Once the new plan document contracts and rates are updated, they will be forwarded to the City for signatures.

Councilmember Miller asked if there are minutes from the Medical Review Committee meeting and if they are sent out to the employee groups & employees. Mr. Tosi said they do not prepare meeting minutes. Those representatives at the meeting prepare their own notes and take that information back to their group.

MOTION: by Evans, seconded by Miller, to recommend that Council adopt Resolution No. 16-051 approving the benefit plan changes and renewal rates as presented. Motion Carried.

Item 3. Accessible Launch.
(Agenda Item)

Bill Greenwood, Parks and Recreation Director, is requesting Council approval of \$40,500 of funding from Impact fees to be placed in the Parks Capital Improvement Fund for the construction of an accessible non-motorized watercraft launch. Mr. Greenwood noted in his staff report that a few years ago there were some discussions about having this type of launch at Independence Point which proved to have a variety of conflicts making this an undesirable location. The East Tubbs Park location is particularly well suited for a kayak and non-motorized water craft launch because it is sheltered from wave action, Tubbs Hill, and the 11th street marina. This is also the same location where we have our Accessible Trail on Tubbs Hill that we completed in 2014. The project amount is \$150,000, our grant request is for \$94,500, and our matching share is \$40,500 in cash with \$15,000 in-kind, bringing our total match to \$55,500. Mr. Greenwood said there are currently no

public designed non-motorized accessible launches on Lake Coeur d' Alene at this time. With the many recreational opportunities available to the public, this is a good opportunity to provide access to the lake for all users. This facility can be used by anyone to launch non-motorized water craft. We were able to receive this grant through the Recreational Trails Program (RPT) as part of our water trails system. Our Trails and Bikeways Plan is currently under development and when finished this plan will include water trails.

Council Member Evans asked for background on why they picked this location. Mr. Greenwood said they looked at Independence Point and for a variety of reasons, it turned out to be problematic. However, he has not given up on this location for a future Accessible Launch. Another location is the newly annexed property on Blackwell Island. He added that these locations are being looked at in-addition-to the 11th Street location, not as a replacement of.

Council Member Miller asked when the grant was applied for. Mr. Greenwood said the first part of 2016. The later part of June he received a letter that we had been selected. Staff then returned a letter noting the City has the matching funding. At the end of August he received a letter from the State saying the City was approved to move forward with the project. We have until this time next year to have the project completed.

Council Member Miller asked about concerns from the Tubbs Hill Foundation. Mr. Greenwood said they had some concern of the possibility of a non-existent parking lot within the project, concern about expansion of a parking lot that this project does not have in it, nor do they want commercial activity at this launch site. Mr. Greenwood said that due to conflict with commercial activity in other public beaches, this might be an opportunity for the City to generate some revenue and have some of the local vendors, that provide that service, bid for that location. The Tubbs Hill Foundation was opposed to that idea.

Council Member Miller asked about support from the 11th St. Marina group. Mr. Greenwood said he met with Glen Lauper (Fire Dept.), Troy Tymesen and Ken Belisle from the Dock Owners Association. At the time, Mr. Greenwood had a conceptual plan that he share with them. [At this point, Mr. Greenwood showed the plans on the video screen]. Mr. Greenwood went on to explain that Ken Belisle, at the time, suggested flipping the dock (from what was on the design) and adding additional signage. Mr. Greenwood made those changes and was going on the premise that Mr. Belisle shared this information with the Dock Owners Association. This past Friday it came to Mr. Greenwood's knowledge that that was not the case.

Council Member Evans asked if the grant is limited to this site only. Mr. Greenwood said yes. If the will of the Council is to put this Accessible Launch elsewhere they would have to ask for an extension for the grant and basically reapply.

CITIZEN COMMENTS:

Jim Hail, 1700 E. Tower Point Dr., President of the Board of Managers for the 11th Street Dock Owners Association and a resident of Coeur d'Alene: He provided the Mayor, Council, and Mr. Greenwood a letter on September 16, 2016 under his signature, with the authority of the board, opposing the location of the launch but not the concept. The concerns are for safety of all those using the launch, difficulty in regulating use, it places demands on East Tubbs Hill park as well as neighborhood parking, and it will interfere with safe navigation of motorized vessels. Mr. Hail said the 11th St. Dock Owners Association Board of Managers has been waiting for an invitation from the City to provide comments and to share their thoughts on this proposal. They were surprised to learn that this was going to General Services today and more surprised that this is on a fast track through the City without neighbor input. He requested the Council put this on hold until more input from the community is received.

Council Member Edinger asked Mr. Greenwood to clarify that he met with Mr. Belisle and he agreed to this concept. Mr. Greenwood said apparently Mr. Belisle memory of that meeting is different than his. Mr. Greenwood said he was going on the assumption that the board had full knowledge of what was being planned.

Council Member Miller commented on the water level at different times of the year and asked if this would be accessible to all of the public. Mr. Greenwood said it is accessible to all of the public. He said during the winter months the dock will be beached. Therefore, it will only be open during the summer months.

Discussion ensued regarding the conceptual plan for the launch.

James Fillmore - 1215 Lakeshore Drive, CdA: Is concerned with reducing greenspace in the area as well as the lack of space where the launch is being considered.

John McLeod - 818 E. Foster Ave., CdA: Owns a slip at the marina and urges the Council to come look at the location as he believes it is more narrow than it appears on the video screen. The proposed area is a definite navigational hazard, safety hazard, and it will directly affect his ability to get into his slip.

Brenda Garcia - 714 Indiana, CdA: Owns a slip at the marina and spends a lot of time on Tubbs Hill. She believes this dock will become a loading / unloading zone and the area is not large enough for this kind of traffic. The safety concerns will multiply 100 fold. She supports the concept but not the location.

Howard Brenton - Worley, ID: Owns a slip at the marina and believes the safety issues are of great concern as the location is too narrow.

Mr. Hail provided the Council with written concerns from other board members.

Discussion ensued regarding flexibility with the grant and changes to the project. Mr. Greenwood will contact the state to get clarification of the process and what can be done differently at this site while still utilizing the approved grant.

Council Member Edinger said this item will be forwarded, without recommendation, to the full City Council for consideration.

The meeting adjourned at 12:55 p.m.

Respectfully submitted,

Juanita Knight
Recording Secretary

Request received by: Municipal Services Kathy Lewis 9/19/16
 Department Name / Employee Name / Date
 Request made by: Kaye M Larson
 Name / Phone
12912 East 12th Ave Apt 146 Spokane Valley WA
 Address 9921

The request is for: / / Repurchase of Lot(s)
 / ☒ / Transfer of Lot(s) from Kaye M Larson to Shirley Freeman

Lot(s): 04, _____, _____, _____, _____, _____, _____ Block: 87 Section: B

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

Person making request is ☒ Owner ☐ Executor* ☐ Other*

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

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

**Request will not be processed without receipt of fee. Cashier Receipt No.: 11014-26

Attach copy of original contract.

Accountant Signature Verni J. J. J.

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

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

Kaye M. Larson

3. The purchase price of the Lot(s) when sold to the owner of record was \$ 500⁰⁰ per lot.

Lot(s) when sold to the owner of record was _____
9-20-16
 Supervisor's Init. _____ Date _____

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

Person making request is authorized to execute the claim: RA 9/20/16
Attorney Init. Date

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

City Clerk's Signature Bonita M. L... Date 9/20/16

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

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

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

Cemetery Supervisor's Signature _____ Date _____

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

RESOLUTION NO. 16-051

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVAL OF AN AGREEMENT WITH ANDERSON BROS., CPA, P.A. FOR ANNUAL AUDIT SERVICES FOR FISCAL YEAR 2015-2016; AND APPROVAL OF BENEFIT PLAN CHANGES AND RENEWALS WITH GROUP HEALTH OPTIONS, REGENCE BLUE SHIELD OF IDAHO, BLUE CROSS OF IDAHO DENTAL, AND WILLAMETTE DENTAL.

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

- A) Approval of an agreement with Anderson Bros., CPA, P.A. for annual audit services for Fiscal Year 2015-2016;
- B) Approval of benefit plan changes and renewals with Group Health Options, Regence Blue Shield of Idaho, Blue Cross of Idaho Dental, and Willamette Dental;

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 B" 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 4th day of October, 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 _____.



FINANCE DEPARTMENT

710 E. Mullan Avenue
Coeur d' Alene, Idaho 83814
(208)769-2225 – FAX (208)769-2284
www.cdaid.org

Date: September 26, 2016
From: Troy Tymesen, Finance Director
Subject: Annual agreement for the City audit

Decision Point: To enter into the annual engagement agreement with Anderson Bros., CPA's, P.A. accounting firm to conduct the 2015-2016 Fiscal Year audit at the cost of \$31,150.

History: The City conducts an annual audit to comply with Idaho State Statues and the National Recognized Municipal Securities Information Repositories (NRMSIRs).

Financial Analysis: The City solicited quotes for audit services from one other qualified municipal audit firm, Magnuson, McHugh & Co. Magnuson, McHugh & Co. gave a quote of \$39,000 for FY 2015-16, \$35,000 for FY 2016-17 and \$35,000 for FY 2017-18. Anderson Bros. quote came in at \$31,150.00 for FY 15-16, \$31,350 for FY 2016-17 and \$31,550 for FY 17-18. Both companies' quotes include a Single Audit. This is a \$3,650 increase from what the City paid for the Fiscal Year 2014-15 audit and a \$1,048 decrease from what the City paid for the Fiscal Year 2013-14 audit. The cost for this service is included in the Fiscal Year 2015-2016 financial plan at the amount of \$32,500 in the Finance Department under GL #001-003-4151-3100.

Performance Analysis: Anderson Bros completed the 2014-15 audit for the City at a cost of \$27,500. The personnel that will be conducting this audit have over 44 years of combined governmental accounting and auditing experience and are offering their services at a very reasonable cost.

Decision Point: To enter into the annual engagement agreement with Anderson Bros., CPA's, P.A. accounting firm to conduct the 2015-2016 Fiscal Year audit at the cost of \$31,150.



1810 E Schneidmiller Ave. Ste. 310
Post Falls, Idaho 83854
208-777-1099 (phone) 208-773-5108 (fax)

AUDIT ENGAGEMENT LETTER

September 21, 2016

City of Coeur d'Alene
Honorable Mayor and Council
710 E. Mullan Ave.
Coeur d'Alene, ID 83814

Dear Honorable Mayor and Council

We are pleased to confirm our understanding of the services we are to provide the City of Coeur d'Alene for the year ended September 30, 2016. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City of Coeur d'Alene as of and for the year ended September 30, 2016. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Coeur d'Alene's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Coeur d'Alene's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Schedule of City's Share of Net Pension Liability - Base Plan
- 3) Schedule of City's Pension Contributions - Base Plan
- 4) Schedule of City's Share of Net Pension Liability - FRF Plan
- 5) Schedule of City's Pension Contributions - FRF Plan
- 6) Police Retirement Trust Fund - Schedule of Employer Contributions
- 7) Police Retirement Trust Fund - Schedule of Funding Progress
- 8) Police Retirement Trust Fund - Schedule of Changes in Net Pension Liability and Related Ratios
- 9) Police Retirement Trust Fund - Schedule of City's Share of Net Pension Liability and Schedule of City's Contributions
- 10) Schedule of Funding Progress for Post-Employment Benefit Plans
- 11) Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual - General Fund

We have also been engaged to report on supplementary information other than RSI that accompanies City of Coeur d'Alene's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements.

- 1) Schedule of expenditures of federal awards
- 2) Combining and Individual Fund Statements

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to Honorable Mayor and Council of City of Coeur d'Alene. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures - Internal Controls

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures-Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Coeur d'Alene's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of City of Coeur d'Alene's major programs. The purpose of these procedures will be to express an opinion on City of Coeur d'Alene's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also provide the following services:

- 1) We will assist with GASB 34 and 68 adjustments, as needed, based on information provided by PERSI and by you.
- 2) We will assist you with long-term debt and capital asset adjustments and disclosures, as needed, based on information and schedules provided by you.
- 3) We will assist you with disclosures and or adjustments required for your police retirement trust fund and your post – employment benefit plans, based on information provided by you and the actuaries.
- 4) We will assist you with the preparation of the schedule of expenditures of federal awards, based on information provided by you.

These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on September 30, 2016.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to [include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other non-audit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, related notes, and any other non-audit service we provide, and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, related notes, and any other non-audit services we provide, prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the non-audit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the City of Coeur d'Alene; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Anderson Bros. CPA's, P.A. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Federal or State officials or their designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Anderson Bros. CPA's, P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by Federal or State officials. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audits in December of 2016 and issue our report no later than March 10, 2017. Toni Hackwith is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$32,500. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Our 2014 peer review report accompanies this letter.

We appreciate the opportunity to be of service to the City of Coeur d'Alene and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign on the lines indicated and return it to us.

Sincerely,



Anderson Bros. CPA's, P.A.

RESPONSE:

This letter correctly sets forth the understanding of the City of Coeur d'Alene:

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

Date: September 26, 2016
To: General Services
From: Melissa Tosi; Human Resources Director
Re: Benefit Plan Changes and Renewals

Decision Point: The City Council is requested to approve the following benefit plan changes and renewal rates effective October 1, 2016. These changes and renewals include Group Health Options, Regence BlueShield of Idaho, Blue Cross of Idaho Dental and Willamette Dental. The other City benefits such as United Heritage Life Insurance and Long-term Disability, Magnuson, McHugh & Company Flexible Spending Account, Gallagher Benefits HRA/VEBA Service Group and Reliant Behavioral Health have no changes.

History: The Medical Review Committee's goal is to minimize rate increases and strategically address employee cost sharing for medical benefits. The Committee, per contract, consists of representatives from the Lake City Employee's Association, Fire Union, Police Association, Non-represented and Exempt employees. Along with our broker, Helbling Benefits Consultants, the committee meets regularly throughout the year to understand market trends, review alternate plans and consider changes.

Financial Analysis: The following changes are effective October 1, 2016 through September 30, 2017. All of the costs have been anticipated in the 2016-2017 approved financial plan.

- **Group Health Options** (medical): After dramatically rising medical premiums and increasing dissatisfaction with customer service, it was determined that transitioning to Regence BlueShield of Idaho would bring the greatest value to the City and employees.
- **Regence BlueShield of Idaho** (medical): After diligent work from the Medical Review Committee, all employee groups agreed to transition to a 2 plan option with Regence BlueShield of Idaho. The medical plan option 1 has an increase over the Group Health plan of 16.11% and medical plan option 2 has an increase of 7.18%. The only changes to the plans are with Option 2 and consist of the following:
 1. Deductibles increase to \$1500 individual/\$3000 family;
 2. Out of Pocket Maximum increase to \$2000 individual/\$4000 family.
- **Blue Cross of Idaho** (dental): There are no increases or benefit changes.
- **Willamette** (dental): Willamette dental will now be administered by Blue Cross of Idaho which resulted in a 1.33% reduction in premiums (annual savings \$1,410).

Performance Analysis: Once the new plan document contracts and rates are updated, they will be forwarded to the City for signatures.

Decision Point/Recommendation: The City Council is requested to approve the above benefit plan changes and renewal rates.

ANNOUNCEMENTS

Memo to Council

DATE: September 27, 2016
RE: Appointments to Boards/Commissions/Committees

The following appointment and reappointments are presented for your consideration for the October 4th Council Meeting:

ALI SHUTE	ARTS COMMISSION (Appointment)
SUSIE FRELIGH	CHILDCARE COMMISSION (Reappointment)
BARBI HARRISON	CHILDCARE COMMISSION (Reappointment)
IRIS SIEGLER	CHILDCARE COMMISSION (Reappointment)
KIM TORGERSON	CHILDCARE COMMISSION (Reappointment)

Copies of the data sheets have placed by your mailboxes.

Sincerely,

Amy Ferguson
Executive Assistant

cc: Renata McLeod, Municipal Services Director
Kathy Lewis, Childcare Commission Liaison
Amy Ferguson, Arts Commission Liaison

GENERAL SERVICES COMMITTEE

**CITY COUNCIL
STAFF REPORT**

DATE: October 4, 2016
FROM Bill Greenwood – Parks and Recreation Director
SUBJECT: Accessible Launch

=====

DECISION POINT:

Recommend to City Council for the approval of \$40,500 of funding from Impact Fees to be placed in the Parks Capital Improvement Fund for the construction of an accessible non-motorized watercraft launch.

HISTORY:

A few years ago there were some discussions about having this type of launch at Independence Point which proved to have a variety of conflicts making this an undesirable location. The East Tubbs Park location is particularly well suited for a kayak and non-motorized water craft launch because it is sheltered from wave action, Tubbs Hill, and the 11th street marina. This is also the same location where we have our Accessible Trail on Tubbs Hill that we completed in 2014.

FINANCIAL ANALYSIS:

The project amount is \$150,000 our grant request is for \$94,500 and our matching share is \$40,500 in cash with \$15,000 in-kind, bringing our total match to \$55,500.

PERFORMANCE ANALYSIS:

There are currently no public designed non-motorized accessible launches on Lake Coeur d' Alene at this time. With the many recreational opportunities available to the public, this is a good opportunity to provide access to the lake for all users. This facility can be used by anyone to launch non-motorized water craft. We were able to receive this grant through the Recreational Trails Program (RPT) as part of our water trails system. Our Trails and Bikeways Plan is currently under development and when finished this plan will include water trails.

DECISION POINT/RECOMMENDATION:

Recommend to City Council for the approval of \$40,500 of funding from Impact fees to be placed in the Parks Capital Improvement Fund for the construction of an accessible non-motorized watercraft launch.



CITY OF COEUR D'ALENE

PARKS & RECREATION DEPARTMENT

CITY HALL, 710 E. MULLAN AVENUE
COEUR D'ALENE, IDAHO 83816-3964
208-769-2252 – FAX 208-769-2383

PARKS & RECREATION COMMISSION MINUTES

September 19, 2016 – 5:30 p.m.

COMMUNITY ROOM - LIBRARY

MEMBERS PRESENT:

Scott Cranston, Chair
Jim Lien
Ron Edinger
Bridget Hill
Maya Burgess, Student Representative

STAFF PRESENT:

Bill Greenwood, Parks & Rec Director
Adam Rouse, Recreation Lead
Melissa Brandt, Administrative Assistant

MEMBERS ABSENT:

Ginny Tate
Mike McDowell
Christie Wood

GUESTS:

CALL TO ORDER: Commissioner Cranston called the meeting to order at 5:33 p.m.

1. ROLL CALL

Five members present, resulting in an official quorum.

2. PLEDGE OF ALLEGIANCE

Commissioner Lien led the Pledge of Allegiance.

3. CONFLICT OF INTEREST

None

4. APPROVAL OF MINUTES

Commissioner Edinger made a motion to approve the minutes of June 20, 2016.
Commissioner Lien seconded the motion, there being no discussion and all being in favor, motion passed.

5. STAFF COMMENTS

Adam Rouse gave an update on recreation activities. The basketball, one of the biggest programs, starts next month. We have forty softball teams. Flag football continues to grow and is going strong. The soccer program continues to be very popular, and full, with 7th and 8th graders having numerous teams. Dance classes started with 2 classes now 7-8 classes with 10-12 kids per class. Ironman grant funds were down, gave a large portion to Specialized Needs Recreation and District 271's Cross Country program. Skyhawk sports camps numbers up 40-45%, 120+ kids. Planning for next year may include longer camps and more summer camp options. Commissioner Cranston asked how the programs compare to last year. Rouse commented they are definitely up, parents getting their kids involved, hiring good people who promote the classes and give a good experience. People are coming back and staying involved with their younger kids all the way up to junior high.

Bill Greenwood shared that winterization will start next week, to get everything done in time before bad weather. Restrooms will start shutting down, irrigation blow outs, and leaf pick up. He pointed out the swinging bench just up the hill outside the library. It was designed by Miller Stauffer and funds were donated by Dr. Justin Stormogipson in memory of his wife Maj. The bench was in storage for a year and unfortunately damaged, so staff stepped up to make the bench happen. Tom Meek fabricated the bench, Howard Gould got a building permit and his guys, Joe Pounds and Glen Wessel helped with painting and structure, Nick Goodwin helped with the roofing. A plaque for Dr. Stormogipson's wife is on the bench and his handprint is next to her plaque. Fits really well there, it looks and feels right. Parks Foundation helped hold those funds until it could get installed. Another art piece, approved earlier this year by the Commission, was installed down at the dog park in McEuen. Welcome new admin assistant, Melissa Brandt. Commissioner Cranston asked if there was a report on events and how things went this summer since the group hasn't met since June. Greenwood stated he will have some numbers for the commission next meeting with details on number of events, etc. Commissioner Edinger asked how the Pickle Ball Tournament went and how many people were from Coeur d'Alene. Greenwood stated it went very good, people from all over the country and Canada. Received good comments, courts played well, have already booked for next year. Bill figured 50-60 were from CdA and Post Falls, not including Spokane. Lots of Washington and Canadian plates at the park.

6. COMMISSIONER COMMENTS

Commissioner Cranston led off with a couple of announcements; reappointments: Mike McDowell, Vice Chair, and Jim Lien. Maya Burgess was our Alt Student Rep and has agreed to stay on as the Student Rep.

7. PUBLIC COMMENT

None

8. TUBBS HILL ACCESSIBLE LAUNCH

Commissioner Cranston read the staff report regarding the accessible launch request at 11th Street. Recommendation from staff is the approval of \$40,500 of funding from Impact Fees to be placed in the Parks Capital Improvement Fund for the construction of an accessible non-motorized watercraft launch.

Greenwood presented a conceptual design of the non-motorized accessible launch. The 11th Street Marina is very supportive. The existing parking lot does not change, working through how the accessible launch will fit. In-kind donation will help with irrigation changes, moving trailhead signs, and a new porta-potty shelter will be built to accommodate an ADA unit.

Commissioner Cranston asked what the funding would do in relation to this concept; docks, pathway to the dock, beach improvements. Greenwood affirmed funding would pay for all those items. The beach drops off quickly, but we have honeycomb blocks to help with erosion. Commissioner Hill asked what the ADA dock looks like. Greenwood said he could easily show anyone interested the plans/drawing in his office. Commissioner Lein asked if there is an ADA lift to get from a wheelchair into a kayak. Greenwood responded the assistance mechanism is passive, not motorized. Commissioner Cranston, asked if there were any issues with water department. No. Commissioner Hill, asked what types of watercraft would be allowed. Greenwood stated we used a generic term, non-motorized watercraft to encompass any and all types of kayaks, canoes, etc.

George Ives, 713 South 11th, Coeur d'Alene, shared public comment for the Tubbs Hill Foundation (THF). George is a close neighbor of the location. He stated he feels, as a neighbor, these would be good improvements. The THF has two concerns; 1) many neighbors use the launch, and they all see commercial activity at the location. They request that the commercial activity be curtailed if at all possible. 2) The THF board opposes any increase in parking as it exists. They are concerned that parking will take over green space. Consider these two items as you move forward with this plan.

Greenwood stated there isn't any additional parking being added with this project. The only paving to take place is at the drop off space and the pathway to water. No parking lot expansion. As for commercial activity, we have had issues with beach access at Sanders. There are two locations; Jewett beach and 12th Street beach. We've had groups take over these beaches, putting out oars, kayaks, etc. They have been given new locations to launch from, letters were sent out and for the most part they complied. Most moved down to NIC, that has worked. At one point we looked at using Jewett beach or 12th Street for business use. Jewett House Beach won't work due to weddings and 12th Street won't work due to the donor's stipulation to not allow it. The 11th Street site is a possibility, an opportunity for revenue, and an opportunity for business owners to use the site. Vendors are our eyes and ears, our ambassadors, like our vendors at Harbor House; they share information about Tubbs, the parks, etc. 11th street might be a location, an opportunity, and we understand THF has concerns. Any commercial activity proposals would come before the Commission, for approval, well before any bidding processes start. The grant states we must complete the project by the end of September 2017. Bid documents would be prepared and proposals requested. Some work, depending on weather, might take place this year. The \$150,000 funding includes consultant fees, bid documents, etc. Having access to a non-motorized launch is a good thing, many in the Sanders Beach area will be happy and the ADA effort really makes a difference, it ties in with water trails and is very positive. There is no public facility like this, none on the lake.

Commissioner Lien made a motion to recommend to General Services for the approval of \$40,500 of funding from Impact Fees to be placed in the Parks Capital Improvement Fund for the construction of an accessible non-motorized watercraft launch. Commissioner Burgess seconded the motion, all in favor, motion passed.

9. FORT GROUNDS DRIVE

There will be changes to the circle areas, installation of some landscape features so people don't think they can drive in the park. The Service Club sign was also moved during construction. Once the project was done, we weren't sure it would fit. Met with Silver Creek signs and the original members of the board who put that sign in place in the early 1990's, we found a good place to put the sign, a few hundred feet from the original location. The area is grassy and additional landscaping and lighting will provide good visibility, the sign will be almost at eye level, and won't block the view for traffic or the carousel. Will get the updated sign installed as the Service Clubs want to get some press. Carousel structure is going up, by next spring should be up and running.

10. DOG PARK AT PHIPPENY

The proposal moved forward to Council, however, there was some resistance. The idea needs more discussion. We didn't have a packed room of dog lovers or non-lovers at the Parks & Recreation Commission meeting, but a half dozen people showed up at the Council meeting voicing concerns. We asked to pull it from their agenda so we could revisit the idea with those neighbors. Folks who live two or three blocks away were really in favor, the homeowners who live closer to the park have a greater say in whether we go forward, not

someone who lives 2-3 blocks away. This proposal will come back to the PRC in the next few months.

11. CITY/COUNTY PARKING LOT

We have been talking to the County on a joint venture for a parking lot on the BLM property along Northwest Blvd. We are getting close to presenting an MOU to Council. The County is offering \$1.3 million to build a facility, there has been lots of discussion about how this would layout. They will give us 50% of the A&E funds, about \$50,000 so we can go to bid. We would manage and maintain the project (with funds generated going into weed control). They want 200-205 parking spaces, County employees would use the lot 7 am-6 pm, Monday-Friday. We would use it on weekends and holidays when they aren't open. Our engineer at the time agreed to a signal light to get pedestrians across the street safely.

There may need to be modification to the traffic speed along that stretch of road. Currently its 35 mph, with discussion of having it drop to 25 mph right after River. We will work with engineer on that aspect. With this new parking lot configuration it would preclude any ideas of reorienting Memorial Field baselines. This change may trigger other changes. The fence could be moved to give the field greater distance. The County asked for 205 spaces for employees, which would free up parking for their customers. We don't yet have the lease from BLM. Right now they are in agreement with the additional parking, but without the lease in hand, we can't get started. Commissioner Cranston stated signage would need to be posted stating when the lot could be used by the public, and when only used by County. A parking lot was in original proposal with BLM, this proposal is the same; a few puzzle pieces have been moved around a bit. A 30,000 square foot Skatepark will be in this area, as well as pickle ball courts are going in that area.

12. ADJOURNMENT

There was discussion at last workshop to move the start time to 11:30 a.m.

Commissioner Cranston announced the upcoming meetings:

- Tuesday October 4, 2016 – Workshop – Caruso's Deli – Coeur d'Alene – 11:30 a.m.
- Monday October 17, 2016 – Meeting - Community Room at the Library – 5:30 p.m.

Commissioner Edinger made a motion to adjourn the meeting with Commissioner Hill seconding the motion. All were in favor, motion passed. Meeting adjourned at 6:42 p.m.

OTHER BUSINESS

MEMORANDUM

DATE: SEPTEMBER 26, 2016

FROM: SAM TAYLOR, DEPUTY CITY ADMINISTRATOR

RE: APPROVAL OF MURALS IN SHERMAN SQUARE PARK AND THE CENTENNIAL TRAIL CONFLUENCE

DECISION POINT: To approve the Arts Commission's recommendation regarding a new mural in Sherman Square Park and the underpass of I-90 at the confluence of the Centennial and Prairie trails and to approve the agreements for both muralists to begin work.

HISTORY: The Coeur d'Alene Arts Commission issued a call to artists for two new murals on July 13, 2016. The call sought artist proposals for two different projects:

Sherman Square Park located at 316 Sherman Avenue in Downtown Coeur d'Alene

The concrete wall is 60 feet wide, and slopes from approximately 22-feet tall to 18-feet tall. Submission designs were to be configured to cover the majority of the wall space. There was no specific theme within the call to artists, however the work should be appropriate for viewers of all ages, should reflect the vibrant beauty of our downtown community and leave a lasting impression on all who view it.

The Arts Commission unanimously recommended the work "Playland Pier" by Rolf Goetzinger for this mural. The mural speaks to the history of the area with the former carnival at Independence Point.

Centennial Trail Underpass

This underpass is at the confluence of the Centennial and Prairie trails. The east side of the Seltice Way Trail Overpass is 128-feet long by approximately 30-feet tall, with four columns. The west side is 128-feet long by approximately 30-feet tall, plus four columns. Columns are approximately 15-feet tall with a 32-inch diameter. There was no specific theme for this call, allowing for a creative interpretation that will reflect the vibrant beauty and spirit of adventure the trail embodies. The work should be appropriate for viewers of all ages.

For each project, the Arts Commission outlined that the murals should be completed by October 28, acknowledging this would be weather dependent.

The Arts Commission unanimously recommended the work "It's A Cutthroat World" by Todd & Cain Benson for this mural. The mural is a vibrant wildlife scene and fits well with the trail system.

FINANCIAL: The budget for Sherman Square Park is up to, but no more than, \$12,000. The Centennial Trail project is up to, but no more than, \$38,000.

Included in the budget are the artist's fee, travel, materials, documentation, installation and all other costs accrued by the artist specific to the call to artists. The chosen artists will be given an up-front negotiated draw from the budget, with the remaining balance of the artist's fee paid upon acceptance of the final artwork.

Funding for these projects comes from the City's allocation from ignite CDA.

DECISION POINT/RECOMMENDATION: Staff and the Arts Commission recommend the City Council approve the Arts Commission's recommendation regarding a new mural in Sherman Square Park and the underpass of I-90 at the confluence of the Centennial and Prairie trails, and to approve agreements with both artists to begin work on the murals immediately in order to meet the October 28 deadline.

RESOLUTION NO. 16-052

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING PURCHASE AND SERVICE CONTRACTS FOR PUBLIC ART WITH ROLF GOETZINGER FOR “PLAYLAND PIER” AT THE SHERMAN SQUARE PARK AND WITH TODD & CAIN BENSON FOR “IT’S A CUTTHROAT WORLD” FOR THE CENTENNIAL TRAIL UNDERPASS.

WHEREAS, the Arts Commission of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into Purchase and Service Contracts for Public Art with Rolf Goetzinger for “Playland Pier” at the Sherman Square Park and with Todd & Cain Benson for “It’s A Cutthroat World” for the Centennial Trail Underpass, pursuant to terms and conditions set forth in agreements, 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 Purchase and Service Contracts for Public Art with Rolf Goetzinger for “Playland Pier” at the Sherman Square Park and with Todd & Cain Benson for “It’s A Cutthroat World” for the Centennial Trail Underpass, 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 agreements to the extent the substantive provisions of the agreements remain intact.

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

DATED this 4th day of October, 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 MILLER Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER ENGLISH Voted _____

_____ was absent. Motion _____.

PURCHASE & SERVICE CONTRACT

Between

ROLF GOETZINGER

And

THE CITY OF COEUR D'ALENE

For

PAINTING OF MURAL IN SHERMAN SQUARE PARK

“Playland Pier”

THIS CONTRACT, made and entered into this 4th day of October, 2016, between **ROLF GOETZINGER**, of 4412 E. 39th Ave. Spokane, WA, 99223, hereinafter referred to as the “Artist,” and the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation and political subdivision of the state of Idaho, hereinafter referred to as the “City.”

W I T N E S S E T H:

Section 1. Employment of the Artist. The City hereby agrees to engage the Artist to perform services, i.e., the painting of a mural in Sherman Square Park entitled “Playland Pier.” Artist shall complete the work as outlined in the official Call to Artists for this project, attached hereto as “Exhibit A”.

Section 2. Personnel. The Artist represents that Artist will perform the services under this contract subject to Section 5 hereof.

Section 3. Time of Performance. The services of the Artist shall commence upon execution of this contract by the Deputy City Administrator and shall be completed by October 28, 2016. Work may be delayed by weather, but work stoppages or delays shall be agreed to in writing by the Deputy City Administrator.

Section 4. Compensation.

- A. Subject to the provisions of this contract, the City shall pay the Artist a total of twelve thousand dollars (\$12,000.00) [THESE DON'T MATCH] for services as described in section 1 (Employment), payable upon receipt of Artist's invoice.
- B. Except as otherwise provided in this contract, the City shall not provide any additional compensation, payment, use of facilities, service or other things of value to the Artist in connection with performance of contract duties.

Section 5. Assignability. The Artist shall not assign or delegate duties or otherwise subcontract work or services under this contract, except for installation and landscaping as described in the Artist's Proposal. The Artist may use other individuals working under his supervision to assist him in the construction and the installation of the public art object.

Section 6. Interest of the Artist. The Artist 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 contract.

Section 7. Relationship of the Parties. The Artist shall perform his obligations hereunder as an independent contractor of the City. The City may administer this contract and monitor the Artist's compliance with this contract, but shall not supervise or otherwise direct the Artist except to provide recommendations and to provide approvals pursuant to this contract.

Section 8. Hold Harmless. Artist shall defend and hold the City harmless from all claims for injury to person or property resulting from the Artist's actions or omissions in performance of this agreement.

Section 9. Warranties.

- A. The Artist shall not be responsible for the maintenance of the public art object or for any damages resulting from the City's failure to maintain the public art object nor from any causes beyond the control of the Artist.
- B. The Artist shall provide to the City a warranty on materials associated with the public art for one (1) year.

Section 10. Ownership. The City shall maintain ownership and all rights to the public art object once it is completed and installed. However, the City agrees it will include the name of the Artist and the name of the public art object in any publication, depiction or rendering of the public art object that the City allows.

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

CITY OF COEUR D'ALENE

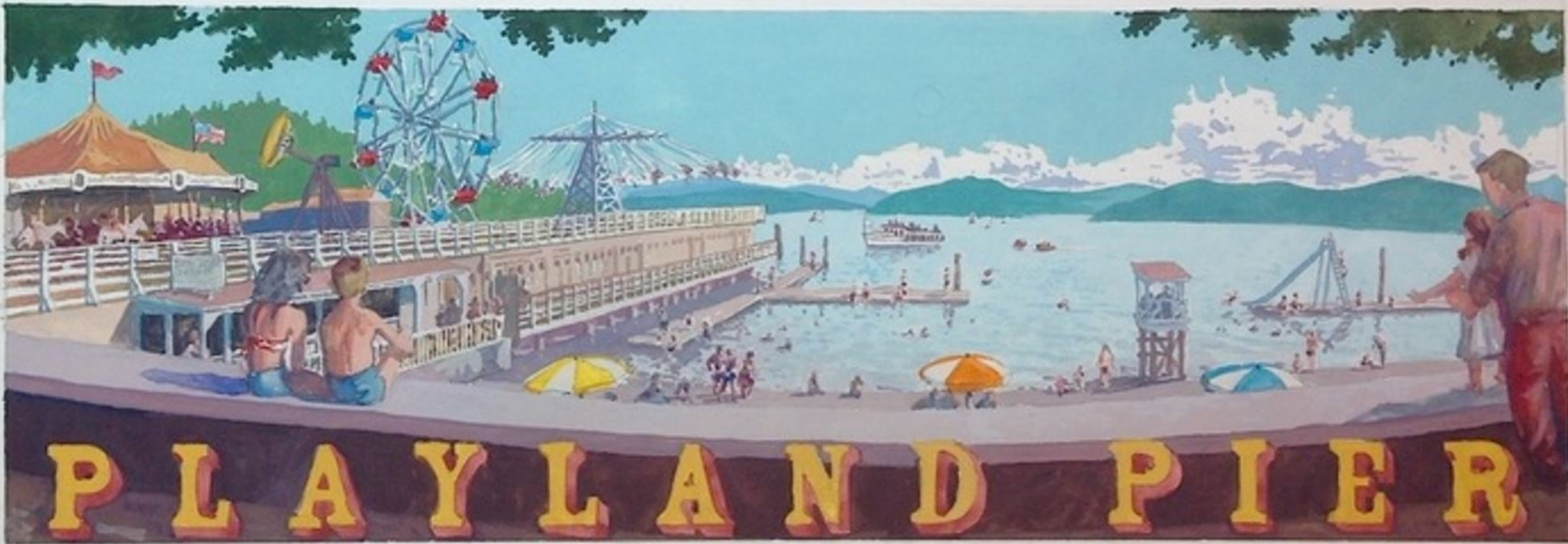
ARTIST

Steve Widmyer, Mayor

Rolf Goetzinger, Artist

ATTEST

Renata McLeod, City Clerk



Resolution No. 16-052

Sherman Square Park Proposal

Exhibit "A"

CLOSE X

PURCHASE & SERVICE CONTRACT

Between

CAIN & TODD BENSON

And

THE CITY OF COEUR D'ALENE

For

PAINTING OF MURAL ON CENTENNIAL TRAIL UNDERPASS

"It's A Cutthroat World"

THIS CONTRACT, made and entered into this 4th day of October, 2016, between **CAIN & TODD BENSON**, of 8424 N. Nevada St., Spokane, WA 99208, hereinafter referred to as the "Artists," and the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation and political subdivision of the state of Idaho, hereinafter referred to as the "City."

WITNESSETH:

Section 1. Employment of the Artists. The City hereby agrees to engage the Artists to perform services, i.e., the painting of a mural at the Centennial Trail Underpass confluence of the North Idaho Centennial Trail and the Prairie Trail entitled "It's a Cutthroat World." Artists shall complete the work as outlined in the official Call to Artists for this project, attached hereto as "Exhibit A".

Section 2. Personnel. The Artists represent that Artists will perform the services under this contract subject to Section 5 hereof.

Section 3. Time of Performance. The services of the Artists shall commence upon execution of this contract by the Deputy City Administrator and shall be completed by October 28, 2016. Work may be delayed by weather, but work stoppages or delays shall be agreed to in writing by the Deputy City Administrator.

Section 4. Compensation.

- A. Subject to the provisions of this contract, the City shall pay the Artists a total of thirty-eight thousand eight hundred and fifty dollars (\$38,000.00) for services as described in section 1 (Employment), payable upon receipt of Artists' invoice.
- B. Except as otherwise provided in this contract, the City shall not provide any additional compensation, payment, use of facilities, service or other things of value to the Artists in connection with performance of contract duties.

Section 5. Assignability. The Artists shall not assign or delegate duties or otherwise subcontract work or services under this contract, except for installation and landscaping as described in the Artists' Proposal. The Artists may use other individuals working under his supervision to assist them in the construction and the installation of the public art object.

Section 6. Interest of the Artist. The Artists covenant that they presently have 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 contract.

Section 7. Relationship of the Parties. The Artists shall perform their obligations hereunder as an independent contractor of the City. The City may administer this contract and monitor the Artists' compliance with this contract, but shall not supervise or otherwise direct the Artists except to provide recommendations and to provide approvals pursuant to this contract.

Section 8. Hold Harmless. Artists shall defend and hold the City harmless from all claims for injury to person or property resulting from the Artists' actions or omissions in performance of this agreement.

Section 9. Warranties.

- A. The Artists shall not be responsible for the maintenance of the public art object or for any damages resulting from the City's failure to maintain the public art object nor from any causes beyond the control of the Artists.
- B. The Artists shall provide to the City a warranty on materials associated with the public art for one (1) year.

Section 10. Ownership. The City shall maintain ownership and all rights to the public art object once it is completed and installed. However, the City agrees it will include the name of the Artists and the name of the public art object in any publication, depiction or rendering of the public art object that the City allows.

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

CITY OF COEUR D'ALENE

ARTIST

Steve Widmyer, Mayor

Cain Benson, Artist

ATTEST

Todd Benson, Artist

Renata McLeod, City Clerk

"IT'S A CUTTHROAT WORLD"



West Wall



East Wall

Starring Westslope Cutthroat, Bull Trout, Northern Pike, Kokanee
Salmon, Chinook Salmon Minnows, Large Mouth Bass, Small Mouth
Bass. Special Guests Grizzly Bear, Crayfish.

Exhibit "A"

Staff Report

Date: October 4, 2016
From: Troy Tymesen, Finance Director
Subject: Fiscal 2016-2017 Public Transit Funding Agreement

Decision Point:

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

History:

The 2000 census designated the cities of Coeur d'Alene, Post Falls, Hayden, Huetter and Dalton Gardens, as an urbanized area within Kootenai County. The Kootenai County Transit System encompasses Citylink Fixed Route service, Kootenai Health - Transportation/Paratransit service, and Kootenai County - Citylink Paratransit (currently operated by MV Transportation). Transit Service in the urban area is a cooperative effort between Kootenai County, the Coeur d'Alene Tribe, Kootenai Health, the Cities of Hayden, Dalton Gardens, Coeur d'Alene, Huetter, and Post Falls, Kootenai Metropolitan Planning Organization, and Post Falls Highway District. The Federal Transit Administration considers this cooperative transit operation quite unique compared to other transit agencies across the country. The legislative board for the transit system is the Kootenai County Board of Commissioners. All public transit service is provided free to the public thanks to the generous funding partners. This agreement is for the next fiscal year, October 1, 2016 through September 30, 2017. The City Council approved this agreement last year.

Financial Analysis:

The City is being asked to fund \$43,983, the same amount as last year. The proposed expenditure is included in the current financial plan, under the Engineering Department General Ledger # 001-020-4322-4810. The City's portion is based on its population within the urbanized area. This money is being used as a match for funds from the Federal Transit Administration (FTA) funds. Funding covers operations, maintenance, vehicle procurements, and administration of the system.

Performance Analysis:

The funding of the requested \$43,983.00 is less than 3.0% of the total public transportation budget. The City also provides the service of the Specialized Needs Recreation Van that was acquired with grant funds.

Quality of Life Analysis:

The Citylink fixed route service provides 3 routes within the urbanized area and facilitated over 186,910 passenger trips last year. Citylink also provides fixed route and paratransit service in the rural southern part of the county rural. Kootenai Health provides paratransit service for medical trips. Kootenai County contracts a private transit service contractor to provide service under the Americans with Disabilities Act (ADA). This service provides door to door service for qualified disabled individuals, service start-up was August of 2011.

Decision Point:

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



KOOTENAI COUNTY

TRANSIT SYSTEM

8 September 2015

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

Subject: Public Transit Funding Agreement

Dear Mayor Widmyer,

The enclosed transit funding agreement between the City of Coeur d'Alene and Kootenai County is for the 2017 fiscal year which runs from 1 October 2016 through 30 September 2017. Please return the signed original agreement in the enclosed envelope.

Kootenai County has made a tremendous effort in FY 2016 to bring all the jurisdictions, the Tribe, social services and riders together to formalize our local system and create service that is reliable, effective, efficient and safe with the limited funding we currently receive. We believe that by seeking excellence we will create a system that will increase the desire of local jurisdictions, businesses and social service agencies to expand system support and enable transit to flourish in the Coeur d'Alene urbanized area.

Over the last 14 months we have sought to gather input and increase the "buy-in" of key stakeholders. We have held five public meetings, spent many days riding the buses and extensively spoken with our ridership, including administering more than 215 face to face surveys, with an additional 500+ administered online, at NIC, to County employees and at Panhandle Health. Additionally, as a part of our due diligence we have met face to face with representatives from NIC, Kootenai Health, Panhandle Health, United Way, Coordinated Services of Idaho, Post Falls Food Bank, Project Search, Kootenai County Veteran's Services, Idaho Department of Veterans Services, Trinity Group Homes, Family Promise, Harmony House, Ability Works, Adult Probation, Union Gospel Mission, The Senior Companions Program, Heritage Health, Kootenai County Veterans administration, Idaho State Veterans Administration, local government officials and too many community based organizations to list.

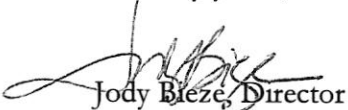
The information that has come out of this process gives us a tremendous sense of those we serve, from the homeless to the environmentally conscious, to the elderly and disabled, to the working poor and under-employed of the area. We believe that if we clearly understand the transportation needs of those we serve, and utilize all data collected we will be able to design a system that best meets the needs of residents.

Current Project Update:

As you know the CDA/UZA is experiencing exponential growth in regard to senior and disabled populations. A great majority of multi-family housing for these specialized groups are often placed on, or outside, the outskirts of the city limits where there are significant barriers to transportation services. People are essentially left to walk several miles to a bus stop or to be stranded with no access at all to doctors, work or grocery shopping. In our meetings with our Social Services Advisory Group, including representatives from the United Way, Area Agency on Aging, Post Falls Food Bank, the KROC Center (Salvation Army), Panhandle Health, North Idaho College, TESH, Heritage Health's Homeless Outreach, Kootenai County Veterans Association and Idaho State Veterans Association, it became increasingly clear that a solution for access concerns and expanding mobility options could only come through close collaboration and the use of 5310 funding. Because we strongly believe this service is vital to the residents of the jurisdictions, we are actively seeking match funding to begin this project as soon as possible.

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

Sincerely yours,



Jody Bieze, Director
Grants Management Office

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

Encl: Letter of Agreement City of Coeur d'Alene

RESOLUTION NO. 16-053

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO
AUTHORIZING A PUBLIC TRANSIT LETTER OF AGREEMENT WITH KOOTENAI
COUNTY.

WHEREAS, the Finance Director of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a Public Transit Letter of Agreement with Kootenai County, pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a Public Transit Letter of Agreement with Kootenai County, 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 4th day of October, 2016.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER ENGLISH Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

_____ was absent. Motion _____.

Grants Management Office

PUBLIC TRANSIT LETTER OF AGREEMENT

THIS AGREEMENT is entered into between the county of Kootenai, hereinafter "COUNTY" and the City of Coeur d'Alene, hereinafter "CITY", and shall be effective on the date all parties have affixed their signatures to this Agreement.

WHEREAS, the Urbanized Area of Kootenai County has been designated to include lands within the cities of Coeur d'Alene, Post Falls, Hayden, Dalton Gardens and Huetter; and

WHEREAS, federal funds under a Federal Transit Administration (FTA) grant are available to provide public transportation services including public transportation administration and planning within the Urbanized Area; and

WHEREAS, the COUNTY has been designated by the Governor of the state of Idaho as the grantee for Federal Transit Administration (FTA) funds; and


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

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

NOW THEREFORE, It is agreed as follows:

1. The COUNTY shall be responsible for contracting with public transportation service providers, providing transportation planning, administration, and distribution of the Section 5307 or other United States Department of Transportation or Federal Transit Administration grant monies in order to provide for public transportation within the Urbanized Area of Kootenai County.
2. The CITY agrees to provide funding in the amount of \$43,983 (Forty Three Thousand, Nine Hundred and Eighty Three Dollars) as part of the match that is required for USDOT/FTA grants for the fiscal year beginning on 1 October, 2016 and ending on 30 September 2017. The CITY further agrees to provide one-half of said funding on or before the 28th day of February 2017, with the balance due no later than the 31st day of July 2017.

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



Daniel H. Green, Chairman
Kootenai County Commissioners

8/30/16
Date

ATTEST:




Jim Brannon, County Clerk

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

Date

ATTEST:

Renata McLeod, City Clerk

**CITY COUNCIL
STAFF REPORT**

DATE: October 4, 2016
FROM: Bill Greenwood – Parks and Recreation Director

SUBJECT: City/County shared Parking MOU

=====

DECISION POINT:

- 1) Approve the Memorandum of Understanding with the County for shared parking.
- 2) Direct staff to peruse funding sources, phasing for companion projects that were identified within the BLM/4 Corners Master Plan and a City-Ignite land exchange.

HISTORY:

We have had conversations with the County for years regarding some type of joint use parking agreement between us in this area. This item was brought before Council some months ago with your direction for staff to work with the County Commissioners on a shared parking concept and this MOU. We have met with the County Commissioners several times regarding the layout; design and functionality of the purposed parking lot along with the MOU to their satisfaction.

FINANCIAL ANALYSIS:

The County will give the City of Coeur d' Alene \$1,323,000,000 to build this parking lot with a accomplish date of November 30, 2107. At the time that the MOU is ratified the county will give the city \$150,000 to begin the project and once a contractor has been selected the remaining balance of the \$1,323,000,000 will be paid. All revenue generated from this lot will go to the City of Coeur d' Alene and all maintenance of this lot shall be provided by the city.

PERFORMANCE ANALYSIS:

This partnership will help the county utilize their existing property for additional buildings on their campus and this helps the city with the construction of a parking lot that was identified in the BLM/4 Corners Master Plan. The MOU allows the county free use of 205 parking stalls in this area. The county at their cost will provide parking passes to their employees for Mondays thru Fridays 7 am to 6pm. The City may place reserved signage up to 60 stalls near the Memorial Plaza for the exclusive use for park patrons. If this MOU is approved there are some other opportunities for companion projects that were identified in the BLM Master Plan within this corridor. If we chose to build these companion projects at the same time as the parking lot we can save on mobilization cost.

DECISION POINT/RECOMMENDATION:

- 1) Approve the Memorandum of Understanding with the County for shared parking.
- 2) Direct staff to peruse funding sources, phasing for companion projects that were identified within the BLM/4 Corners Master Plan and a City-Ignite land exchange.

Four Corners Shared Parking Lot

City of Coeur d'Alene Council Meeting

September 20, 2016

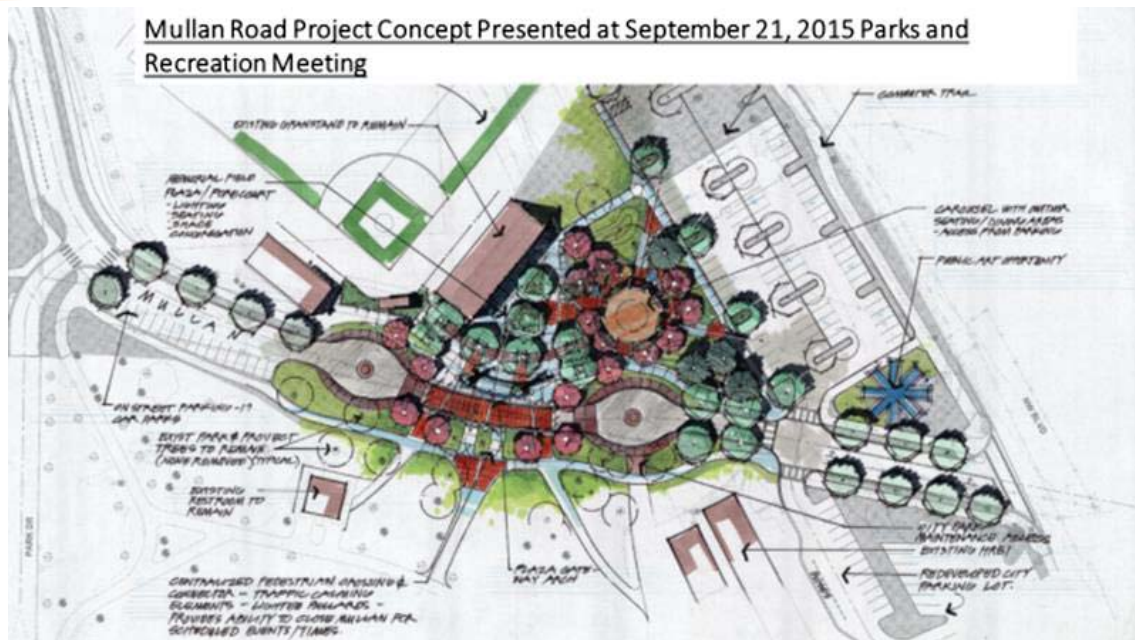
Presentation Topics

1. City/County Shared Parking Lot
2. Potential Four Corners “Companion” Projects and Funding
3. Potential City-Ignite Land Transaction

Four Corners Master Plan

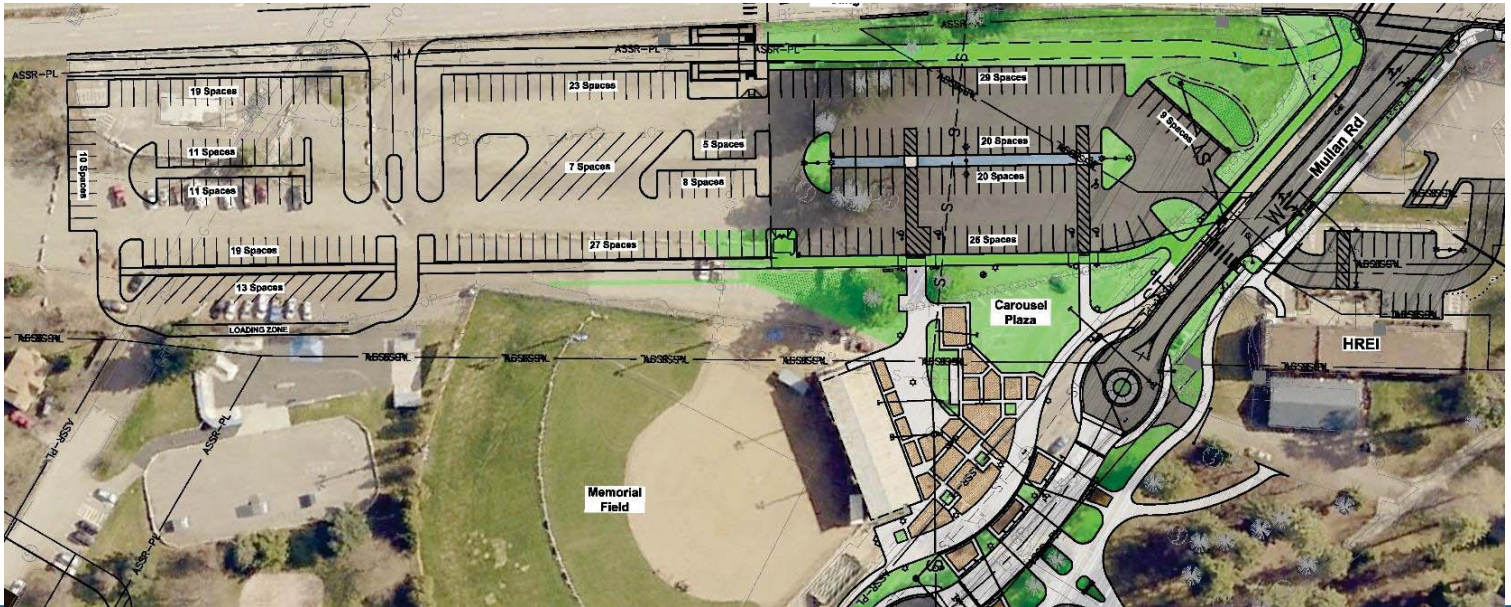


Mullan Road Project – 120 Parking Spaces



City/County Shared Parking Lot

Adds 146 spaces to existing 120 spaces



WELCH-COMER
ENGINEERS | SURVEYORS

Re-Organized Four Corner Uses



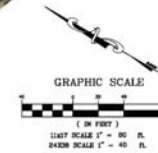
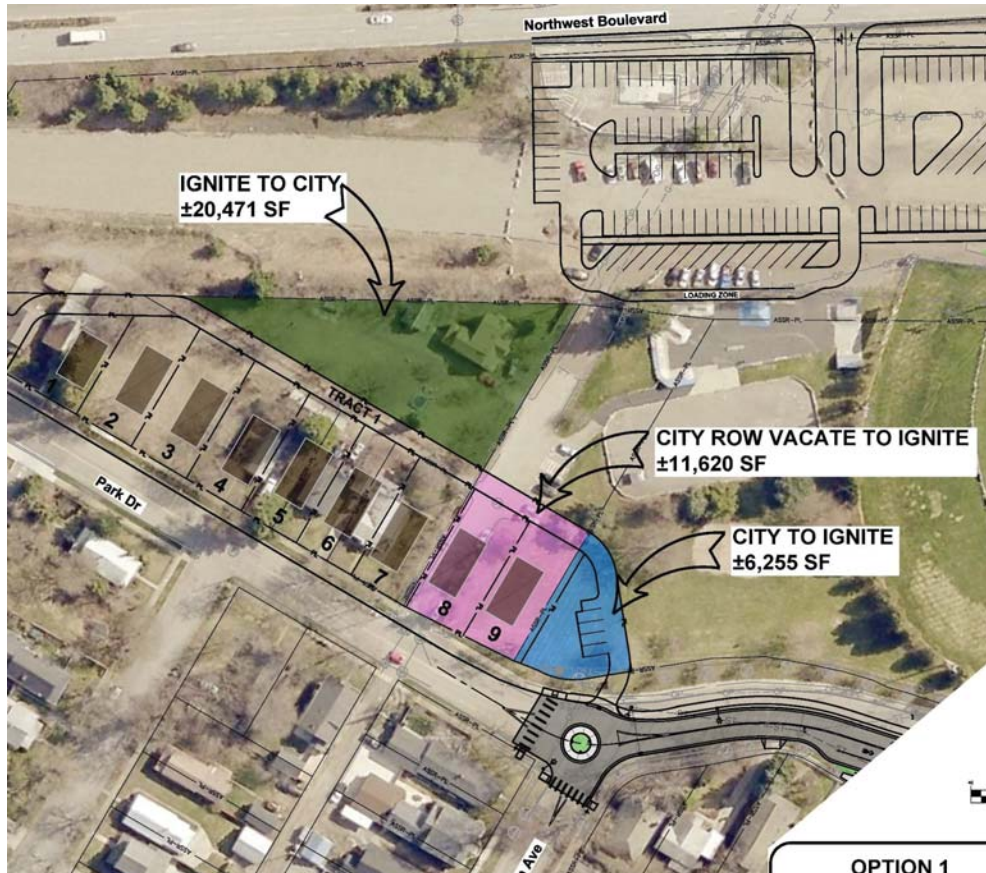
Potential Four Corner “Companion” Projects



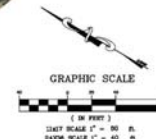
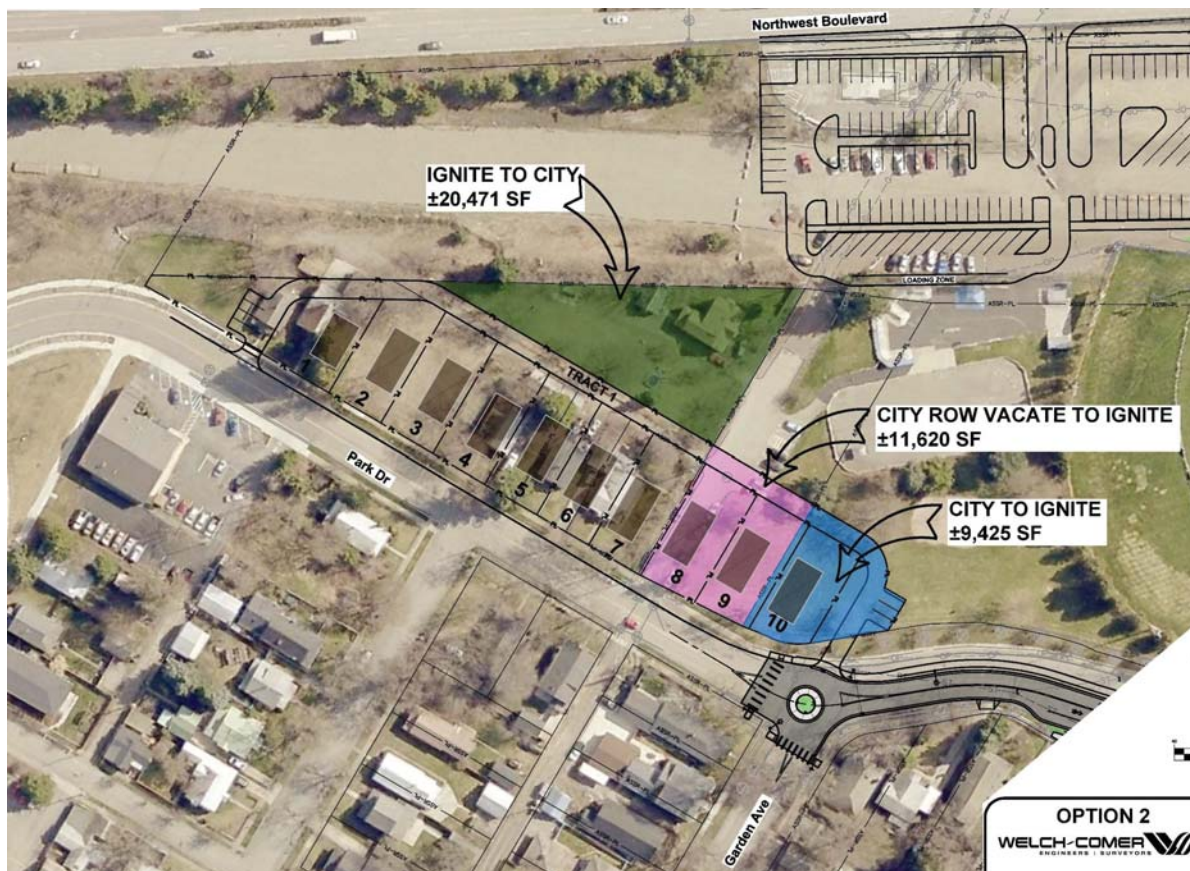


Re-organized Four Corner uses Potential Ignite Land Transaction





OPTION 1



OPTION 2
WELCH-COMER
ENGINEERS - SURVEYORS

www.welchcomer.com
250-664-6000
250-664-6002 (cell text)
250-664-5946 (fax)
250 E. Kathleen Ave.

Thank You.

RESOLUTION NO. 16-054

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A SHARED PARKING MEMORANDUM OF UNDERSTANDING WITH KOOTENAI COUNTY.

WHEREAS, the Parks and Recreation Director of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a Shared Parking Memorandum of Understanding with Kootenai County for real property located west of Northwest Boulevard, at or near the intersection of Northwest Boulevard and Garden Avenue, pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a Shared Parking Memorandum of Understanding with Kootenai County, 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 4th day of October, 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 _____.

SHARED PARKING MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made this 4th day of October, 2016, by and between the City of Coeur d'Alene, a municipal corporation organized pursuant to the laws of the state of Idaho, hereinafter referred to as the "City," with its principal address at 710 E. Mullan Ave, Coeur d'Alene, Idaho, and Kootenai County, a political subdivision of the State of Idaho, with its principal address at 451 Government Way, Coeur d'Alene, Idaho, hereinafter referred to as the "County."

W I T N E S S E T H:

WHEREAS, the City leases real property located west of Northwest Boulevard, Coeur d'Alene, Idaho, at or near the intersection of Northwest Boulevard and Garden Avenue, which is owned by the State of Idaho Bureau of Land Management; and

WHEREAS, the County has agreed to provide funding in the amount of One Million Three Hundred Twenty-Three Thousand and No/100 Dollars (\$1,323,000.00) for the construction of a parking lot on the City-leased real property; and

WHEREAS, the parties agree that the construction of the parking lot is in the best interests of both the City and County, and the respective citizens thereof.

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

Section 1. The County shall provide the amount of One Million Three Hundred Twenty-Three Thousand and No/100 Dollars (\$1,323,000.00) for the design and construction of a parking lot on the City-leased real property. The County shall pay fifty percent (50%) of the A & E fees upon signing this Memorandum, with the balance due upon selection of the Contractor for the project. All amounts paid by the County shall be refunded if the lot is not completed by November 30, 2017.

Section 2. The City shall design and construct the said parking lot in accordance with accepted engineering and construction standards, and state law, and to City specifications.

Section 3. The County agrees that the City shall have full control over said parking lot and, further, that the County shall have no claim, right, title, lien, or interest in said parking lot except as set forth herein.

Section 4. The City shall have the duty to maintain and repair said parking lot as other City parking areas, and the County shall have no duty or responsibility for the cost of maintenance or repair of the lot except for costs arising out of damage caused by the negligence of the County or its employees.

Section 5. The County agrees that the City will receive all revenue generated by non-County related parking in said parking lot.

Section 6. The City shall designate for the use of County Employees and County Campus visitors Two Hundred Five (205) parking stalls by September 30, 2017, as generally depicted in Exhibit "A" hereto. These parking stalls may be designated in the parking lot to be constructed pursuant to this Memorandum of Understanding, the Museum Parking lot, and/or the Memorial Plaza Parking.

Section 7. County Employees and County Campus visitors shall have exclusive use of the designated parking stalls from 7:00 a.m. to 6:00 p.m., Monday through Friday, County holidays excepted, at no cost to the County.

Section 8. The County shall administer, at its own cost, a program to identify the vehicles of County Employees and County Campus visitors entitled to use the designated parking stalls in a manner acceptable to the City (e.g., window stickers, placards, etc.).

Section 9. The City may identify, by signage or otherwise, at its own cost, up to Sixty (60) parking stalls near the Memorial Plaza which are reserved exclusively for patrons of the City Park and related facilities. County Employees and County Campus visitors shall not use such stalls when not acting in the capacity of patrons of the City Park and related facilities.

Section 10. The exclusive use of any of the designated stalls, as set forth in paragraph 7 of this Memorandum of Understanding, shall continue until the County notifies the City in writing that it no longer needs the stalls or the City designates an equivalent number of stalls in a different parking lot or lots within the same distance from the County Campus.

Section 11. Any notice required to be provided to a party under this Memorandum of Understanding shall be either hand delivered or sent by certified mail, postage paid, return receipt requested to the address designated herein. If sent to the parties at the addresses designated herein, notice will be deemed effective upon receipt in the case of hand delivery or three (3) days after deposit in the U.S. Mail, postage prepaid, in case of mailing.

The address of the City for all purposes is:

**City of Coeur d'Alene
710 E. Mullan Ave
Coeur d'Alene, Idaho 83814**

The address of the County for all purposes is:

**County of Kootenai
451 Government Way
Coeur d'Alene, Idaho 83814**

Section 12. Should circumstances change, operational difficulties arise, or misunderstandings develop, the parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions.

Section 13. This Memorandum of Understanding constitutes the entire agreement between the parties. No other agreement, statement, or promise relating to the subject matter of this Memorandum of Understanding that is not contained herein is valid or binding.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this Memorandum of Understanding on behalf of said City, and Kootenai County has caused the same to be signed, the day and year first above written.

CITY OF COEUR D'ALENE

KOOTENAI COUNTY

By: _____
Steve Widmyer, Mayor

By: _____
Its: _____

ATTEST:

Renata McLeod, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 4th day of October, 2016, before me, a Notary Public, personally appeared **Steve Widmyer and Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene and the persons who executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Notary Public for Idaho
Residing at Coeur d'Alene
My Commission expires:

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ___ day of October, 2016, before me, a Notary Public, personally appeared _____ and _____, known to me to be the _____ and _____, of **County of Kootenai** and the persons who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Notary Public for Idaho
Residing at Coeur d'Alene
My Commission expires:

**CITY COUNCIL
STAFF REPORT**

DATE: OCTOBER 4, 2016

FROM: RENATA MCLEOD, MUNICIPAL SERVICES DIRECTOR/CITY CLERK

RE: UPDATE REGARDING THE CITY HALL REMODEL PROJECT

HISTORY: At the February 2, 2016 City Council Workshop, the Council directed staff to move forward with the City Hall ADA Enhancement/Remodel project and for staff to bring back funding options. On March 15, 2016 the City Council approved an agreement with Longwell + Trapp Architects to begin design drawings, construction schedule, and work with staff for the City Hall remodel project. On July 19, 2016 the City Council approved a maximum budget of \$1.9 Million and made a motion to utilize money from the sale of city owned property (Harrison Avenue and Fruitland Lane) and divide the balance between fund balance and lease funding. On September 6, 2016 Council approved an amendment to the Contract with Longwell + Trapp Architects and asked for staff to bring the project back before it goes to bid for review.

Mr. Trapp has stated that the bid documents and specification will be ready on October 12 to submit for permit. The following is a proposed schedule of events:

Submit for Permit:	October 12, 2016
Advertise for Bids:	October 26, 2016
Receive Bids:	November 16, 2016
Council Approval:	November 29, 2016
Construction Start:	December 5, 2016
Construction Final:	180 days

Staff and the Architect have identified the following add alternatives that will be included in the bid documents and wanted to clarify this information to the City Council.

- 1: Upper parapet cement fiber siding replacement.
- 2: Upper level west facing windows.
- 3: Lower level windows and cement fiber siding.
- 4: Lower lever public restroom remodel.
- 5: Painting exterior of the building.
- 6: Replacing existing roof top unit for the IT Server room.
- 7: Replacement of existing electrical panels.

The following item has not been included in the estimate of probable cost.

- 8: Exterior stair on north side of building.



CITY HALL ADA ENHANCEMENT/REMODEL

2016 UPDATE



HISTORY

- At the February 2, 2016 Council Workshop Council gave direction to staff to move forward with the City Hall remodel plan as presented.
- July 19, 2016 Council authorized a \$1.9 Million project budget with funding from property sale, General Fund, and Lease Funding.



Entrance



Tentative Timeline

- Bldg. Permit Submittal: October 12, 2016
- Advertise for Bids October 26, 2016
- Receive Bids: November 16, 2016
- Council Approval: November 29, 2016
- Construction Start: December 5, 2016
- Construction Final: 180 days



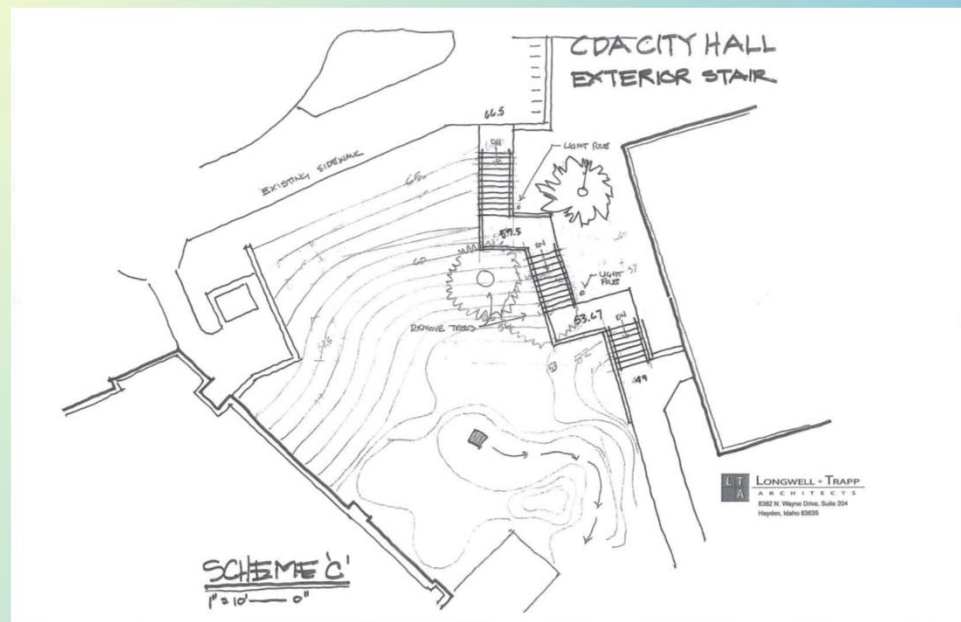
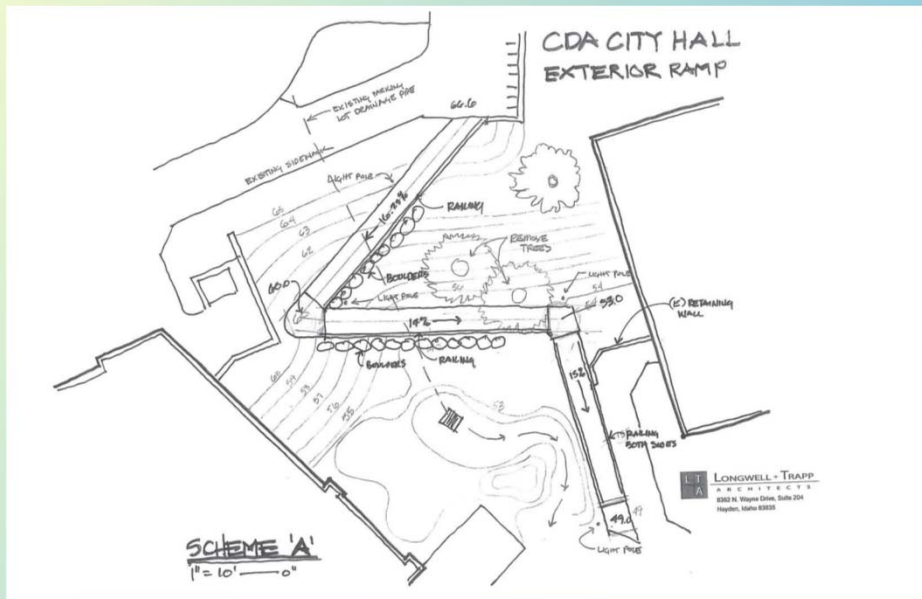
Add Alternates

- 1: Upper parapet cement fiber siding replacement.
- 2: Upper level west facing windows.
- 3: Lower level windows and cement fiber siding.
- 4: Lower level public restroom remodel.
- 5: Painting exterior of the building.
- 6: Replacing existing roof top unit for the IT Server room.
- 7: Replacement of existing electrical panels.

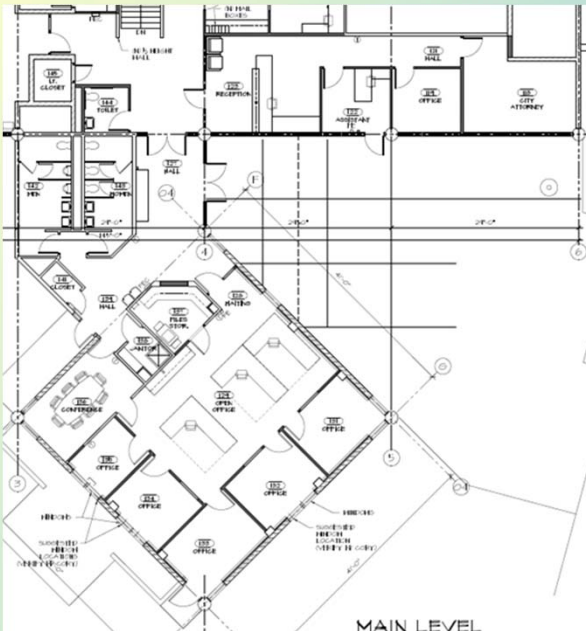
The following item has not been included in the estimate of probable cost.

- 8: Exterior stair on north side of building.





QUESTIONS?



Legal Department in one location

Civil and Criminal
Division will be
housed in one
location and will
be able to share
resources.





- **More visible upon entering City Hall**
- **A large front counter**
- **Staff security**



**CITY COUNCIL
STAFF REPORT**

FROM: CITY STAFF

DATE: OCTOBER 4, 2016

SUBJECT: ANNEXATION AGREEMENT AND ORDINANCE FOR A-4-16 –
ANNEXATION OF +/- 172.24 ACRES FROM COUNTY
COMERICAL 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:

Council approval of the Annexation Agreement between the city of Coeur d'Alene and The Marina Yacht Club, LLC regarding 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.

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.

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

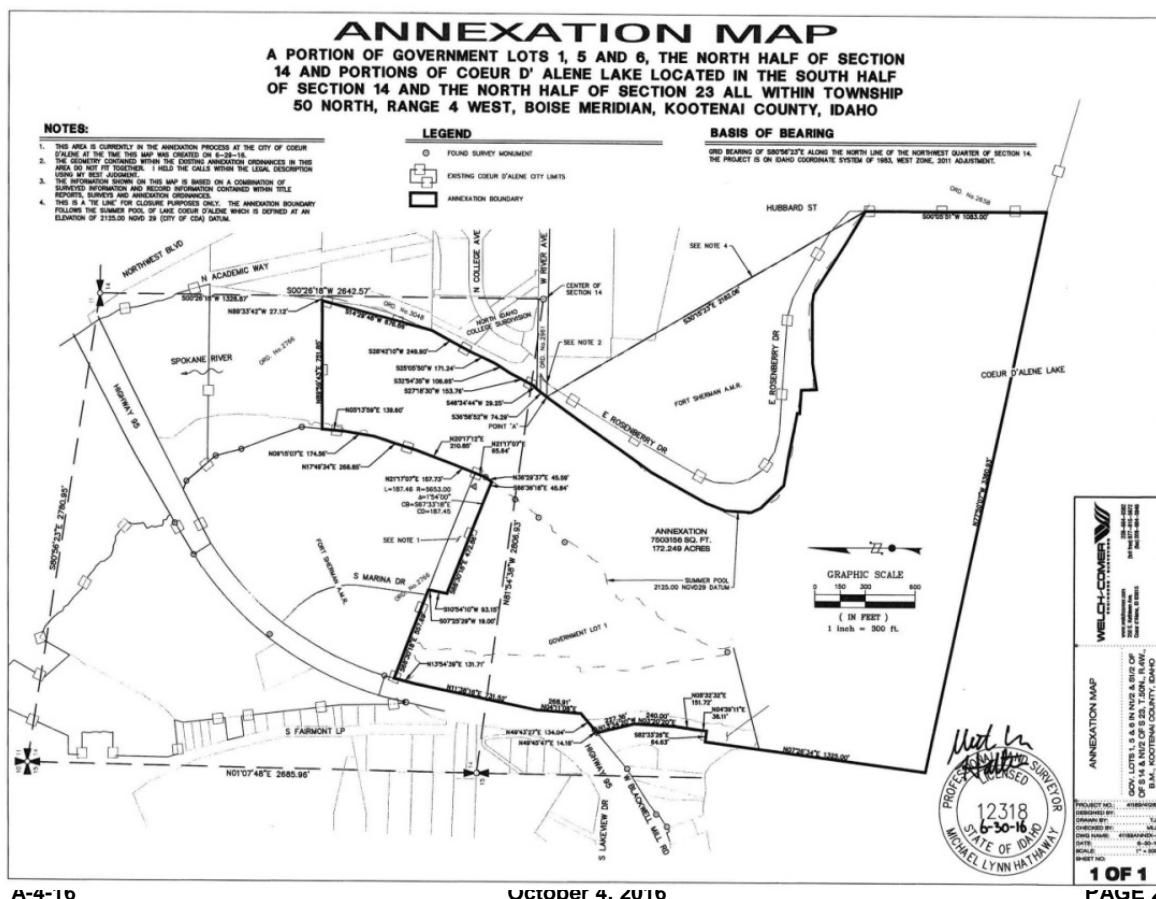
Department of Environmental Quality, and U.S. Army Corps of Engineers for the existing marina and future expansion of the marina use. The applicant has indicated that city services including sewer and water would accommodate their growth and future plans.

Of the 172 acres that is request to be annexed, approximately 24 acres are on land. The +/- 24 acres of land area is proposed to be zoned C-17 and the remaining water area is proposed to be zoned NW, Navigable Waters (see maps below). The properties to the north of the +/- 24 acres requesting annexation are zoned C-17. The area in the city limits that lies over the river and the lake is currently zoned NW, Navigable Waters.

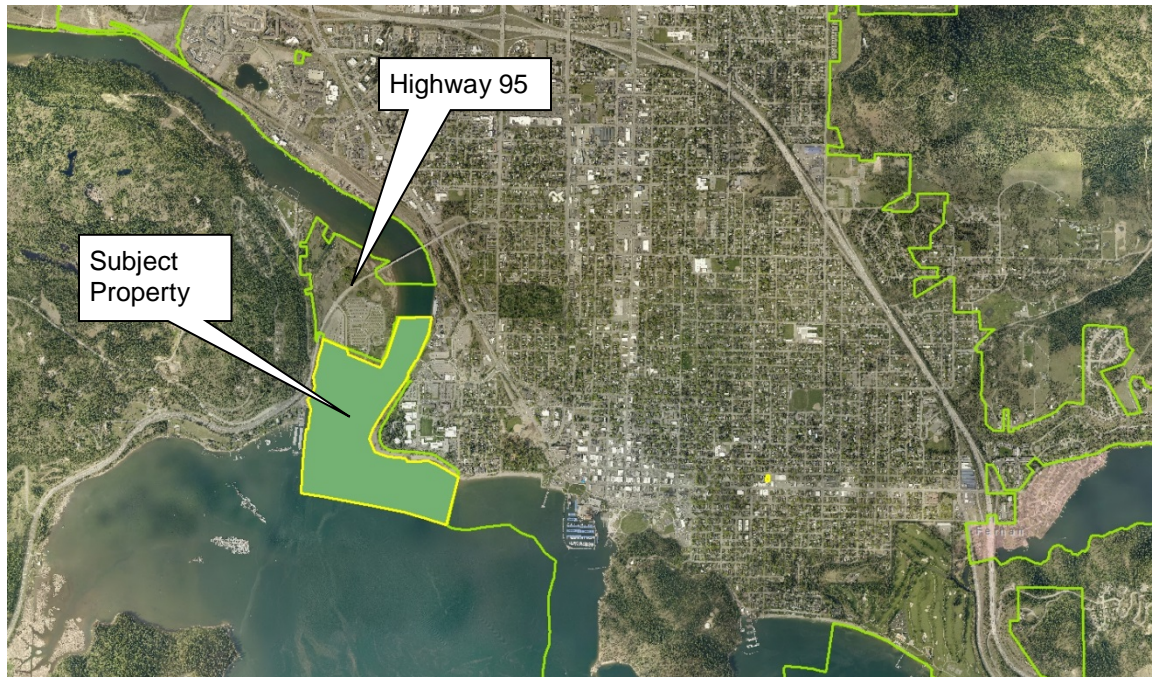
The area that is proposed to be annexed into the city that lies over the Spokane River and Lake Coeur d'Alene will tie into the existing city limits and make a more complete and homogeneous city limit boundary, and is permitted by Idaho Code section 50-221 (see maps below).

City Council approved the annexation of the property on September 20, 2016, subject to the negotiation of an annexation agreement.

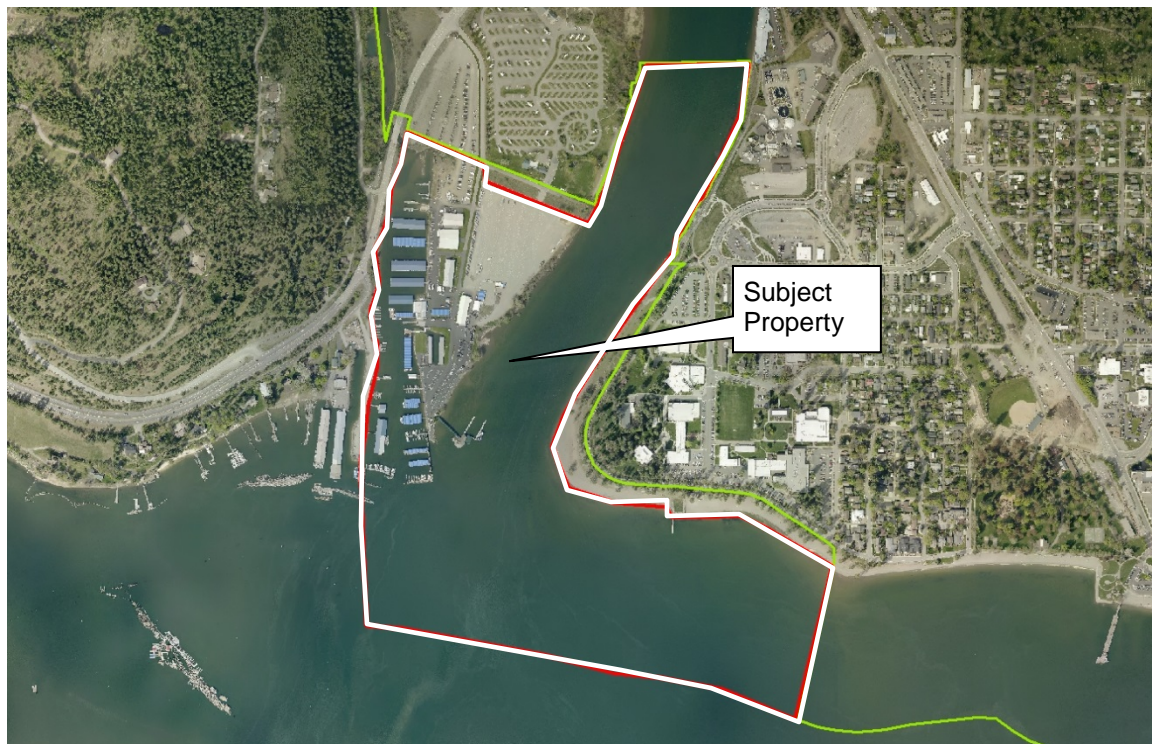
ANNEXATION MAP:



PROPERTY LOCATION MAP:



AERIAL PHOTO:



FINANCIAL ANALYSIS: The Agreement requires the Owner to pay to the City \$306,000 at the time of annexation. In addition, once the property is annexed the owner will be required to pay property taxes to the City.

PERFORMANCE ANALYSIS: The Agreement includes the items required by City staff and City Council to be addressed. The Owner has agreed to the items as stated in the Agreement.

DECISION POINT/RECOMMENDATION: City staff recommends that City Council approve the Annexation Agreement with Marina Yacht Club, LLC for the annexation of Blackwell Island.

ORDINANCE NO. _____
COUNCIL BILL NO. 16-1022

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF GOVERNMENT LOTS 1, 5 AND 6, THE SPOKANE RIVER LOCATED IN THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 14 AND COEUR D'ALENE LAKE LOCATED IN THE SOUTH HALF OF SECTION 14 AND THE NORTH HALF OF SECTION 23 ALL WITHIN TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after public hearing, the City Council finds it to be in the best interests of the City of Coeur d'Alene and the citizens thereof that said property be annexed; NOW, THEREFORE,

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

SECTION 1. That the property as set forth in Exhibit "A", attached hereto and incorporated herein, contiguous and adjacent to the City of Coeur d'Alene, Kootenai County, Idaho, be and the same is hereby annexed to and declared to be a part of the City of Coeur d'Alene, Kootenai County, Idaho, and the same is hereby zoned as City C-17 (Commercial at 17 units/acre) and NW (Navigable Waters).

SECTION 2. That the Zoning Act of the City of Coeur d'Alene, known as Ordinance No. 1691, Ordinances of the City of Coeur d'Alene, be and the same is hereby amended as set forth in the preceding section hereof.

SECTION 3. That the Planning Director be and he is hereby instructed to make such change and amendment on the three (3) official Zoning Maps of the City of Coeur d'Alene.

SECTION 4. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

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 October 4, 2016.

APPROVED by the Mayor this 4th day of October, 2016.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Annexation A-4-16 - Marina Yacht Club, LLC

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF GOVERNMENT LOTS 1, 5 AND 6, THE SPOKANE RIVER LOCATED IN THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 14 AND COEUR D'ALENE LAKE LOCATED IN THE SOUTH HALF OF SECTION 14 AND THE NORTH HALF OF SECTION 23 ALL WITHIN TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; 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. _____ 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, Michael Gridley, am City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Annexation A-4-16 - Marina Yacht Club, LLC, 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 4th day of October, 2016.

Michael Gridley, City Attorney

CITY OF COEUR D'ALENE ORDINANCE NUMBER 3550

Description for Annexation of portions of Blackwell Island and Coeur d'Alene Lake into the City of Coeur d'Alene

That portion of Government Lots 1, 5 and 6, the Spokane River located in the northwest quarter and the southwest quarter of Section 14 and Coeur d'Alene Lake located in the South Half of Section 14 and the North Half of Section 23 all within Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, described as follows;

COMMENCING at the North quarter corner of said Section 14, said corner bears South 80° 56' 23" East a distance of 2780.95 feet from the northwest corner of said Section 14; Thence along the East line of the northwest quarter of said Section 14, South 00° 26' 18" West a distance of 1328.87 feet; Thence leaving said East line North 89° 33' 42" West a distance of 27.12 feet to the northwest corner of Parcel B according to City of Coeur d'Alene Ordinance No. 3048 recorded as Instrument Number 1707589, records of Kootenai County, Idaho, said point being on the southerly boundary of City of Coeur d'Alene Ordinance No. 2766, said point being on the existing City of Coeur d'Alene City Limits, said point also being the **TRUE POINT OF BEGINNING**.

Thence along the existing City Limits the following 7 courses:

- 1) South 14° 29' 48" West a distance of 676.66 feet to the northwest corner of Tract E of North Idaho College Subdivision, as recorded in Book K, Pages 462, 462A and 462B, records of Kootenai County, Idaho;
- 2) South 28° 42' 10" West along the westerly line of said Tract E a distance of 249.90 feet;
- 3) South 25° 05' 50" West along the westerly line of said Tract E a distance of 171.24 feet;
- 4) South 32° 54' 35" West along the westerly line of said Tract E a distance of 106.65 feet;
- 5) South 27° 18' 30" West along the westerly line of said Tract E a distance of 153.76 feet;
- 6) South 46° 34' 44" West along the westerly line of said Tract E a distance of 29.25 feet to the southwest corner of said Tract E;
- 7) Leaving said westerly line, South 36° 58' 52" West a distance of 74.29 feet to the southwest corner of City of Coeur d'Alene Ordinance No. 2961 recorded as Instrument Number 1621566, records of Kootenai County, said point being the intersection the westerly extension of the South line of River Avenue right of way and the summer pool of said Coeur d'Alene Lake, being at a NGVD 29 elevation of 2125.00, said point herein designated as Point 'A';

Thence leaving said City Limits southerly and easterly along said summer pool to a point that bears South 30° 15' 23" East a distance of 2182.06 feet from said Point 'A' to point on the westerly line of City of Coeur d'Alene Ordinance No. 2658 recorded as Instrument Number 1381171, records of Kootenai County, Idaho;

Thence along said City Limits South 00° 05' 51" West a distance of 1083.00 feet;

Thence leaving said City Limits North 77° 50' 07" West a distance of 3360.93 feet to an intersection with the southerly extension of the most southerly line as shown on an unrecorded survey for Knappton Launch Company by Ray Kindler, dated 5-13-1969;

Thence along said southerly extension and along said line North 07° 26' 34" East a distance of 1325.00 feet to an angle point in said line;

Thence along said line South 82° 33' 26" East a distance of 64.63 feet to and angle point in said line;

Thence along said line North 04° 39' 11" East a distance of 38.11 feet;

Thence along said line North 08° 32' 32" East a distance of 151.72 feet;

Thence along said line North 03° 20' 20" East a distance of 240.00 feet to the most southerly corner of a parcel of land as described in a correction quit claim deed recorded as Instrument Number 2300879000, records of Kootenai County, Idaho;

Thence along the West line of said quit claim deed and the northerly extension thereof, North 13° 34' 20" West a distance of 227.36 feet to the easterly right of way of Highway 95;

Thence along said easterly right of way the following 5 courses:

- 1) North 49° 45' 47" East a distance of 14.16 feet;
- 2) North 49° 43' 27" East a distance of 134.04 feet;
- 3) North 04° 11' 08" East a distance of 268.91 feet;
- 4) North 11° 38' 16" East a distance of 731.52 feet;
- 5) North 13° 54' 39" East a distance of 131.71 feet to the existing City limits per said Ordinance No. 2766;

Thence along said City limits South 68° 30' 18" East a distance of 557.69 feet;

Thence South 07° 25' 29" West a distance of 19.00 feet;

Thence South 10° 54' 10" West a distance of 93.15 feet;

Thence South 68° 30' 18" East a distance of 472.86 feet to the beginning of a curve to the right, having a radius of 5653.00 feet;

Thence southeast along said curve, an arc length 187.46 feet, through a central angle of 01° 54' 00", a chord bearing of South 67° 33' 18" East and a chord distance of 187.45 feet;

South 66° 36' 18" East a distance of 45.84 feet;

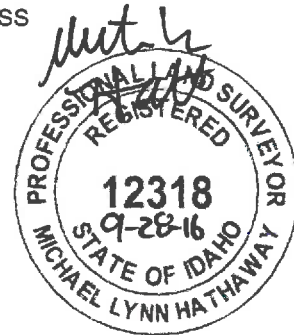
Thence North 36° 29' 37" East a distance of 45.59 feet;

Thence North 21° 17' 07" East a distance of 65.64 feet to a point on the existing City Limits according to said Ordinance No. 2766;

Thence along said City Limits the following 6 courses:

- 1) North 21° 17' 07" East a distance of 157.73 feet;
- 2) North 20° 17' 12" East a distance of 210.85 feet;
- 3) North 17° 49' 34" East a distance of 268.85 feet;
- 4) North 09° 15' 07" East a distance of 174.56 feet;
- 5) North 05° 13' 59" East a distance of 139.60 feet;
- 6) North 89° 59' 43" East a distance of 751.85 feet to the **TRUE POINT OF BEGINNING.**

Containing 7,503,156 square feet or 172.249 acres more or less



ANNEXATION MAP

ORDINANCE NO. 3550

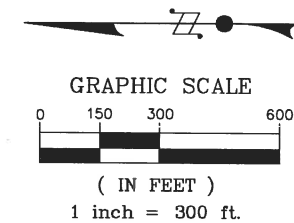
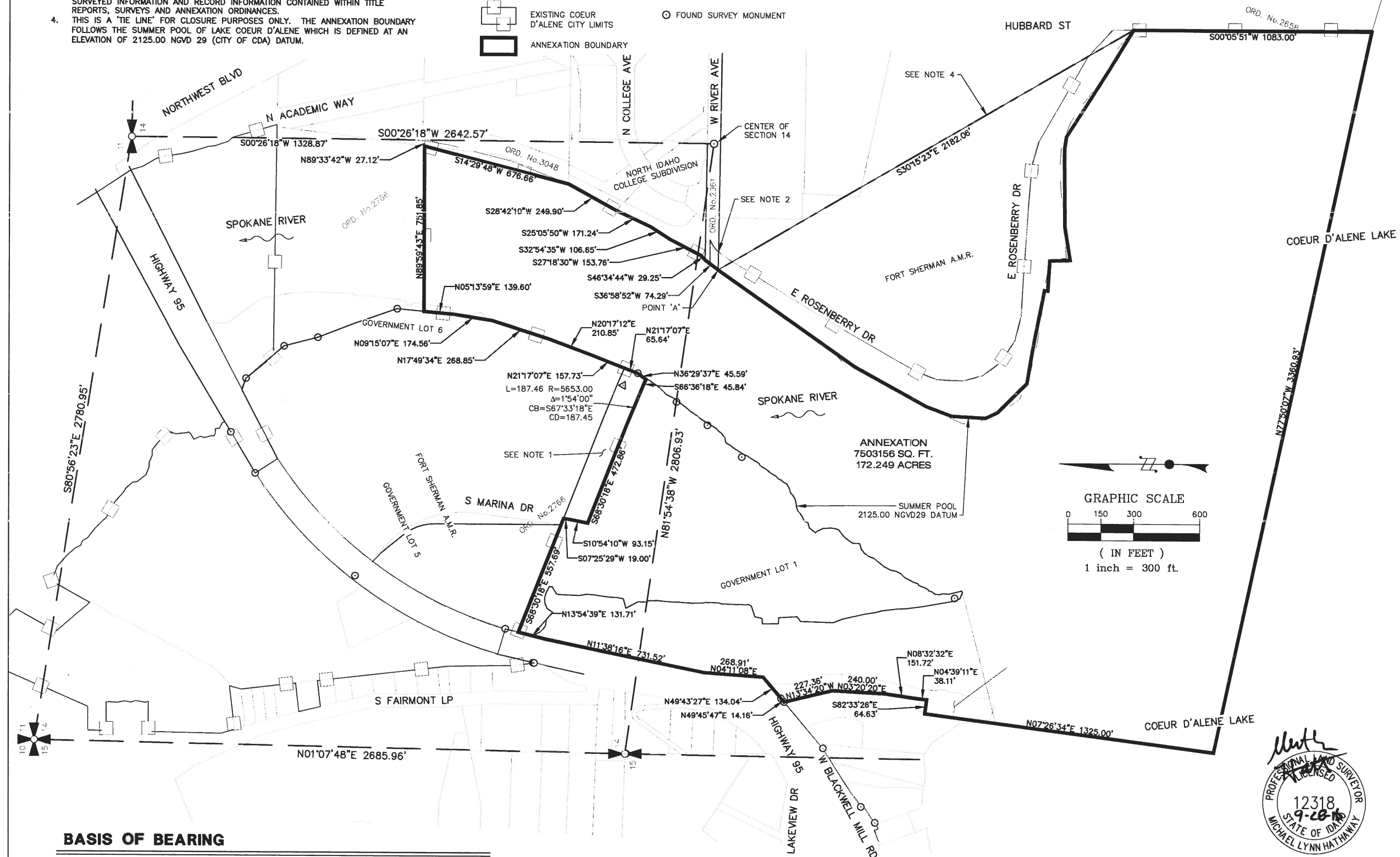
LOCATED IN GOVERNMENT LOTS 1, 5 AND 6, THE SPOKANE RIVER LOCATED IN THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 14 AND COEUR D' ALENE LAKE LOCATED IN THE SOUTH HALF OF SECTION 14 AND THE NORTH HALF OF SECTION 23 ALL WITHIN TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO
CITY OF COEUR D'ALENE ORDINANCE NO. 3544

NOTES:

1. THIS AREA IS CURRENTLY IN THE ANNEXATION PROCESS AT THE CITY OF COEUR D'ALENE AT THE TIME THIS MAP WAS CREATED ON 6-29-16.
2. THE GEOMETRY CONTAINED WITHIN THE EXISTING ANNEXATION ORDINANCES IN THIS AREA DO NOT FIT TOGETHER. I HELD THE CALLS WITHIN THE LEGAL DESCRIPTION USING MY BEST JUDGMENT.
3. THE INFORMATION SHOWN ON THIS MAP IS BASED ON A COMBINATION OF SURVEYED INFORMATION AND RECORD INFORMATION CONTAINED WITHIN TITLE REPORTS, SURVEYS AND ANNEXATION ORDINANCES.
4. THIS IS A 'TIE LINE' FOR CLOSURE PURPOSES ONLY. THE ANNEXATION BOUNDARY FOLLOWS THE SUMMER POOL OF LAKE COEUR D'ALENE WHICH IS DEFINED AT AN ELEVATION OF 2125.00 NGVD 29 (CITY OF CDA) DATUM.

LEGEND

- EXISTING COEUR D'ALENE CITY LIMITS
ANNEXATION BOUNDARY
FOUND SURVEY MONUMENT



BASIS OF BEARING

GRID BEARING OF S80°56'23"E ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 14.
THE PROJECT IS ON IDAHO COORDINATE SYSTEM OF 1983, WEST ZONE, 2011 ADJUSTMENT.

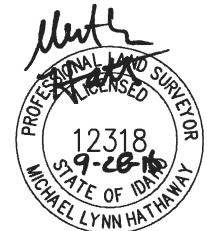
A-4-16 Marina Yacht Club, LLC

WELCH-COMER
ENGINEERS & SURVEYORS
208-664-9392
350 E. Kamela Ave.
Coeur d'Alene, ID 83815
(cell) 208-664-5972
(fax) 208-664-5946

ANNEXATION MAP

GOV. LOTS 1, 5 & 6, N1/2 & S1/2 OF
S14 & N1/2 OF S23, T50N, R4W,
BM, KOOTENAI COUNTY, IDAHO

PROJECT NO.: 41189/41262
DESIGNED BY: T.J.F.
DRAWN BY: MLH
CHECKED BY: MLH
DWG NAME: 41189ANNEX-2
DATE: 6-30-16
SCALE: 1" = 300'
SHEET NO:



RESOLUTION NO. 16-055

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN ANNEXATION AGREEMENT WITH THE MARINA YACHT CLUB, LLC, AN IDAHO CORPORATION WITH ITS MAILING ADDRESS AS P.O. BOX 6200, COEUR D'ALENE, ID 83816-6200.

WHEREAS, an annexation agreement has been negotiated between the City of Coeur d'Alene and the Marina Yacht Club, LLC., pursuant to the terms and conditions set forth in said agreement, a copy of which is attached hereto as Exhibit "1" and by this reference made a part hereof; and

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

BE IT RESOLVED, that the City enter into an annexation agreement with the Marina Yacht Club, LLC., 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 of Coeur d'Alene.

DATED this 4th day of October, 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 _____.

ANNEXATION AGREEMENT

THIS AGREEMENT, made and dated this 4th day of October, 2016, by and between the City of Coeur d'Alene, a municipal corporation organized pursuant to the laws of the state of Idaho (the "City"), and Marina Yacht Club, LLC., an Idaho corporation with its principal place of business at P.O. Box 6200, Coeur d'Alene, Idaho 83816-6200 (the "Owner").

WHEREAS:

A. The Owner owns certain real property located on and near Blackwell Island on Lake Coeur d'Alene, Kootenai County, Idaho. A portion of the ownership is within the City limits. The balance lies adjacent to the City limits. The Owner wishes to further develop all of its lands in that area, and has requested that the City annex that part not currently lying within the City limits.

B. 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 as described herein, subject to the terms and conditions of this Annexation Agreement.

NOW, THEREFORE, in consideration for the covenants and conditions set forth herein, the parties agree as follows:

SECTION I LEGAL DESCRIPTION

- 1.1 **Description of the Subject Property and Development:** The property to be annexed is located on the southern end of Blackwell Island, contiguous to the existing City limits, as more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein (the "Property"). The Property is currently developed with the Hagadone Marine Group Service operation (South 1000 Marina Drive) and The Cedars Restaurant (1 Marina Drive). The Owner plans to develop and/or redevelop the Property, along with an adjacent parcel already within the City limits, in conformance with a Limited Design Planned Unit Development (PUD-3-16), approved by the City on August 9, 2016 (the "Blackwell Island PUD"). The approved development areas in the PUD are depicted on Exhibit "B" attached hereto and by this reference incorporated herein. Except where otherwise expressly stated to the contrary, the terms of this Annexation Agreement are intended to apply only to the Property, as defined, and, where applicable, those areas of the PUD previously annexed by the City.

SECTION II STANDARDS

- 2.1 **Applicable Standards:** The Owner agrees that all laws, standards, policies and procedures regarding public improvement construction that the Owner is required to comply with or otherwise meet pursuant to this agreement or City codes shall be those in effect at the time of plan approval, as modified by the approved Blackwell Island PUD. The Property being annexed must comply with all Federal, State and Local laws.

SECTION III UTILITIES

- 3.1 Water and Sewer: The Owner agrees to use the City's water and sanitary sewer services for the Property upon annexation or development. All public infrastructure must be located within a right-of-way, tract or easement dedicated to the City. All public infrastructure must be installed to City standards.
- 3.2 Garbage Collection: Upon termination of any existing garbage hauling contracts for the Property, the Owner agrees to use the garbage collection service utilized within the City of Coeur d'Alene for the Property. The City will identify the garbage collection system to be used.
- 3.3 Maintenance of Private Sanitary Sewer and Water Line: The City shall not be responsible for maintenance of any private sanitary sewer lines or water lines including appurtenances, within the Owner's developments on the Property.
- 3.4 Required Sewer Improvements: The Owner will prepare and fund all necessary applications for permits for the location of sewer lines and facilities proposed by the master plan to be located within the Highway 95 right of way. The City will assist the Owner in obtaining the necessary permits and approvals by signing, sponsoring and supporting the required applications and permits. The City agrees to grant any easements through property owned or controlled by the City for access to and for the sewer facilities.

The Owner is required to extend public sewer infrastructure per the City's to and through policy. At the time of connecting to the City sewer system, the Owner agrees to extend the existing 20 foot wide utility easement along US-95 to the Blackwell Slough, and to extend the sewer infrastructure (to be located within said easement), to within a mutually-agreed distance from the ordinary high water mark of the Blackwell Slough. The Owner agrees to allow future connection to the public sewer at this location.

Prior to connecting to the City's public sewer, the Owner must update the 2013 Sewer Master Plan for their area of city impact and rerun the Hydra program, or pay the City's consultant cost to rerun the program, to demonstrate that the annexed property's sewer impact does not overload the downstream public sewer infrastructure between the bridge and the treatment plant, and to determine how the infrastructure on the island should be designed.

Owner shall provide sewer lateral connection(s) at the edge of all undeveloped parcel(s).

The annexed property may require a Public Sewer Pump Station to pump into a public force main if sewer flows exceed 50 dwelling units. The Wastewater Policy 714 referencing 50 dwelling units is intended for 50 residential homes, not sewer flows equivalent to 50 residential homes. The City agrees that a private sewer lift station is acceptable to serve the commercial uses.

The City agrees a private wastewater and water system may serve the uses within the Marina Yacht Club parcels. The City is not responsible for the construction or maintenance of any private water or sewer infrastructure.

- 3.5 Water Rights: As part of the annexation Owner is required to transfer their potable water rights to the city. However, Owner will keep rights associated with anticipated irrigation requirements and a well that currently exists on the property for irrigation purposes only. All remaining domestic water rights shall be transferred to the City at the owner's expense.
- 3.6 Water: The Cedars restaurant and the Marina are required to connect to the public water system, as a private system.
- 3.7 Fire Protection: All necessary water infrastructure installation to accomplish connection(s) and provide fire flow will be at the owner's expense

Owner will 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.

Owner will install a minimum of five fire hydrants to meet the fire flow. At the Owner's expense, the water system may need to be looped, as determined by the Owner's engineer, to meet the fire flow requirements as determined by the Fire Department. New buildings may trigger new fire hydrants as part of the building permit process.

In lieu of standpipe systems in the marina/docks/piers, the Owner will install and 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 a fire extinguisher, a life ring, and a visible and auditory alarm.

Owner is required to install a sign(s) placed in conspicuous location(s) stating the address(s) so that people who may not know the address can call for help using their mobile phone. The locations and aesthetics of said signage shall be as mutually-agreed upon by Owner and the City. Signage shall clearly identify each dock by number or letter.

The existing Marina Drive width of not less than 20 feet is acceptable Fire Department Access for the existing facilities, the proposed service buildings and for new buildings less than 40 feet in height. If approved by the fire chief, the width of Marina Drive is acceptable for new buildings greater than 40 feet in height.

- 3.8 Public Utility Easements: Public utility easements (20' easement for utilities) are required to be provided by Owner.
- 3.9 Water Model: As a condition of annexation, the owner is conducting an initial water model for the project, which will establish a baseline for current anticipated use and is anticipated to show that the owner's PUD project in its current state would not adversely

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 (marina use shall include existing marina uses, the pending service facility expansion, and drystack storage facilities), the Applicant/Owner will be required to share the cost of an additional water model as the potential for future development and proposed increased density may be detrimental to the city's 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 Owner will be required to pay for the portion of any oversizing and/or second crossing of the river that is attributable to the Owner's proportional impact upon the system, if their project impacts the rest of the system, including if it reduces fire flow to the rest of the users of the system.

SECTION IV IMPROVEMENTS

- 4.1 Installation of Public Improvements: The Owner agrees that it will submit plans for review and approval prior to issuance of any building permits for the Property and/or occupancy of any portions that are not currently developed. The Owner further agrees to construct and install all improvements required by this Agreement, or by City code, including but not limited to sanitary sewer improvements, stormwater disposal, water lines, hydrants, monumentation, grading, sub-base, paving, dry utility conduit, and street lights. The Owner further agrees to install curbing and sidewalks to the extent the same abut or are adjacent to the City right-of-way. The City shall have no obligation, if any exists, for maintenance of improvements until such time as the City formally accepts the improvements.
- 4.2 Flood Plain and Stormwater: The approved Corps of Engineers permit # 2005-1200031 and State of Idaho permit # L-95-S-3212B for raising Blackwell Island above the base flood elevation include a Flood Study submitted to the City of Coeur d'Alene in 2005 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 15.32.180 Flood Damage Prevention on the above permitted property.
- Stormwater swales are allowed below the base flood elevation.
- 4.3 Maintenance of Streets: All streets in the Property are designated to be private. Owner shall be solely responsible for maintenance and repairs of the streets. The Owner may, at a later date dedicate the streets to the public provided that such dedication shall not be effective unless specifically accepted by the City.
- 4.4 Open Space: Owner shall ensure the designated open space area for the PUD within the marina and the Blackwell Slough is accessible to the public from the waterway. Owner will not create a barrier that restricts paddling users access to the BLM property and waterway on the west side of Highway 95.

- 4.5 Signage/buoys: Open space within the PUD will be designated by appropriate signage and/or buoys.

SECTION V RIGHTS-OF-WAY AND EASEMENTS

- 5.1 Utility Easements: To the extent water and sewer utilities are located in areas other than those identified in existing easements held by the City, the Owner will dedicate to the City new easements, and the City will vacate, of record, the existing easements.
- 5.2 The City's access and utility easements (Agreement Instrument #'s 1462519 and 1462520) are not centered on the existing Marina Drive. At Owner's expense, the City will vacate its existing access and utility easement and relocate it to be centered on Marina Drive as it exists today.
- 5.3 The City's existing waterline easement (Agreement Instrument # 630381) crossing east to west on Blackwell island does not appear to be centered on the waterline as located by the City. At Owner's expense, the City will relocate this easement to be centered on the waterline.
- 5.4 Owner agrees to extend the existing 20 foot wide utility easement along US-95 to the ordinary high water mark of the slough (see attached exhibit), which will satisfy the wastewater department's policy 710 ("to and through"). The City's existing water facilities already extend "to and through" the property and the City agrees this satisfies the water department's "to and through" policy.
- 5.5 City will vacate the portion of the existing pedestrian and bike easement that crosses the subject property and Owner will pay a fee in lieu of equal to \$13,000. City will use the fee either to help fund a future pedestrian and bike crossing along Highway 95 with the future expansion across the river, or for such other public amenities on Blackwell Island,

SECTION VI FEES

- 6.1 Annexation Fees: Owner agrees to provide specific consideration for annexation in the amount of Three Hundred Six Thousand Dollars (\$306,000). This fee is based upon the formula found in the policy approved by Coeur d'Alene Municipal Resolution 94-059 (\$750 per potential equivalent dwelling unit), as it applies to the 24 acres of property owned by the applicant zoned as C-17 and as legally described in Exhibit "A". The portion of the annexed property zoned NW is excluded from the fee formula based on the Owner's agreement not to develop the NW property beyond its current use as a marina and further that the Owner will not use the NW acreage to calculate increased residential density on the C-17 zoned property. The sum specified is deemed by the parties to be a reasonable fee for City benefits and services to the Owner's project, including but not limited to public safety and other services. The Owner will remain responsible for all other costs and fees required by City code. Payment of the annexation fees will be due on or before the execution of this agreement.

- 6.2 No Extension of Credit: The parties, after careful consideration of the actual burdens on the City, have agreed to a specific dateline in which those burdens will occur. This section anticipates specific payment at a specific date and is in no manner a loan of services or an extension of credit by the City.
- 6.3 Other Fees: Additionally, the Owner, or successors, shall be responsible for all required fees and charges including but not necessarily limited to water hook-up fee(s), water connection (capitalization) fee(s), sanitary sewer connection (capitalization) fee(s), and building permit fees and any applicable impact fees that may be imposed. Fees referred to in this paragraph, are set forth by Municipal Ordinance and/or resolution and arise independent of this agreement.
- 6.4 The Owner's Reimbursement to the City: The Parties further agree that the City has utilized substantial staff time to prepare the annexation agreement that will benefit the Owner. The Parties further agree the City shall be reimbursed a reasonable fee for its costs to prepare such agreement. The Parties further agree that such fee shall be in the amount of One Thousand Dollars and No/100 Dollars (\$1,000.00).

SECTION VII MISCELLANEOUS

- 7.1 Limited Design Planned Unit Development: The parties acknowledge that a Limited Design Planned Unit Development (PUD) was approved in conjunction with this annexation (PUD-3-16) that allows the marina uses to continue on the subject property and for improvements to the shoreline subject to all project conditions and city ordinances.
- 7.2 Subdivision: The parties acknowledge that in the event the Owner desires to sell a portion of the property described in Section 1.1 above, rather than the parcel as a whole, that a subdivision or short plat may be necessary. Owner agrees that in the event that a subdivision or a short plat is necessary, Owner will submit a proper subdivision plat and comply with the subdivision ordinance in effect at the time of the desired division.
- 7.3 The City agrees that the existing width of Marina Drive is acceptable for fire department access for existing uses and the approved PUD.
- 7.4 Owner acknowledges that ITD has a corridor study in place, studying future needs along the US-95 corridor in that area with possible four lane facility option, possible widening of the slough bridge and Spokane River bridge.
- 7.5 If new structures are proposed within 35 feet from U.S. Highway 95 right-of-way, the Owner shall coordinate with ITD regarding future widening of the highway.
- 7.6 The parties acknowledge that 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 the Idaho Department of Lands (IDL). IDL requires that if any work is done below the Ordinary High Water Mark the Owner must first receive approval from IDL for the work.

- 7.7 Deannexation: The Owner agrees that in the event the Owner fails to comply with the terms of this agreement, defaults, or is otherwise in breach of this agreement, the City may deannex and terminate utility services without objection from owners, assigns or successors in interest of such portions of Owner's Property as City in its sole discretion decides.
- 7.8 The Owner to Hold the City Harmless: The Owner will indemnify, defend and hold the City harmless from any and all causes of action, claims and damages that arise, may arise, or are alleged, as a result of the Owner's development, operation, maintenance, and/or use of the Property. The Owner further agrees to pay City's legal costs, including reasonable attorney fees in the event this annexation is challenged in a court of law. Payment for the City's legal costs will be remitted within thirty (30) days after receipt of invoice from the City for legal expenses.
- 7.9 Time is of the Essence: Time is of the essence in this agreement.
- 7.10 Non-Merger: The representations, warranties, covenants, conditions and agreements of the parties contained in the agreement shall survive the acceptance of any deeds and/or easements.
- 7.11 Recordation and Amendment: This agreement or a summary thereof shall be recorded by the City at the Owner's expense. All promises and negotiations of the parties merge into this agreement. Parties agree that this agreement shall only be amended in writing and signed by both parties. The parties agree that this agreement shall not be amended by a change in any law. The parties agree this agreement is not intended to replace any other requirement of City code.
- 7.12 Section Headings: The section headings of this agreement are for clarity in reading and not intended to limit or expand the contents of the respective sections to which they appertain.
- 7.13 Compliance With Applicable Laws: The Owner agrees to comply with all applicable laws.
- 7.14 Covenants Run With Land: The covenants herein contained to be performed by the Owner shall be binding upon the Owner and the Owner's heirs, assigns and successors in interest, and shall be deemed to be covenants running with the land.
- 7.15 Publication of Ordinance: Until the date of publication of the annexation ordinance, no final annexation of Owner's Property shall occur. Upon proper execution and recordation of this agreement, the City will, to the extent lawfully permitted, adopt and thereafter publish an ordinance annexing the Owner's Property.

7.16 Promise of Cooperation: Should circumstances change, operational difficulties arise or misunderstandings develop, the parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring claim, initiate other legal action or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement.

IN WITNESS WHEREOF, the City of Coeur d'Alene has caused this agreement to be executed by its Mayor and City Clerk and its corporate seal affixed hereto, and Marina Yacht Club, LLC have caused the same to be executed the day and year first above written.

CITY OF COEUR D'ALENE

MARINA YACHT CLUB, LLC

By: _____
Steve Widmyer, Mayor

By: _____
HAGADONE HOSPITALITY COMPANY,
Manager and Member
By: Jerry Jaeger, President

ATTEST:

Renata McLeod, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 4th day of October, 2016, before me, a Notary Public, personally appeared STEVE WIDMYER AND RENATA MCLEOD, known to me to be the Mayor and City Clerk, respectively, of the CITY OF COEUR D'ALENE and the persons who executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Notary Public for Idaho
Residing at _____
Commission Expires _____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of October, 2016, before me, a Notary Public, personally appeared JERRY JAEGER, as President of HAGADONE HOSPITALITY COMPANY, Manager and Member of MARINA YACHT CLUB, LLC, -and the person who executed the foregoing instrument on behalf of said limited liability company, and acknowledged to me that he had authority to execute the same on its behalf.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Notary Public for Idaho
Residing at _____
Commission Expires _____

**Description for Annexation
of Marina Yacht Club LLC**

That portion of Government Lots 1, 5 and 6 of Section 23, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, described as follows;

COMMENCING at the North quarter corner of said Section 14, said corner bears South 80° 56' 23" East a distance of 2780.95 feet from the northwest corner of said Section 14; Thence South 51°55'31" West a distance of 2855.23 feet to an intersection with the easterly right of way of Highway 95 and the southerly boundary of City of Coeur d'Alene Ordinance No. 2766, said point being on the existing City of Coeur d'Alene City Limits, said point also being the **TRUE POINT OF BEGINNING**.

Thence along said City limits South 68° 30' 18" East a distance of 557.69 feet;

Thence South 07° 25' 29" West a distance of 19.00 feet;

Thence South 10° 54' 10" West a distance of 93.15 feet;

Thence South 68° 30' 18" East a distance of 472.86 feet to the beginning of a curve to the right, having a radius of 5653.00 feet;

Thence southeast along said curve, an arc length 187.46 feet, through a central angle of 01° 54' 00", a chord bearing of South 67° 33' 18" East and a chord distance of 187.45 feet;

Thence South 66° 36' 18" East a distance of 45.84 feet to the summer pool of said Coeur d'Alene Lake, being at a NGVD 29 elevation of 2125.00,

Thence southerly along said summer pool the following 14 courses:

- 1) South 36° 08' 55" West a distance of 443.95 feet;
- 2) South 78° 14' 41" West a distance of 24.01 feet;
- 3) South 34° 01' 38" West a distance of 333.50 feet;
- 4) South 67° 10' 56" West a distance of 135.17 feet;
- 5) South 50° 48' 09" West a distance of 127.42 feet;
- 6) South 30° 33' 49" East a distance of 40.37 feet;
- 7) South 04° 38' 36" West a distance of 70.93 feet;
- 8) South 46° 26' 34" West a distance of 70.26 feet;
- 9) South 13° 43' 46" West a distance of 49.18 feet;
- 10) South 64° 27' 28" West a distance of 49.39 feet;
- 11) South 29° 59' 01" West a distance of 297.50 feet;
- 12) South 29° 18' 42" West a distance of 71.92 feet;
- 13) South 06° 55' 47" East a distance of 121.46 feet;
- 14) South 57° 30' 28" West a distance of 9.74 feet to a point on the south line of a parcel of land as described in a Warranty Deed recorded in Book

124, Page 452, records of Kootenai County, Idaho; said point being on the south end of the slough as described in said deed;

Thence in a westerly direction across the South end of said slough South 75° 41' 51" West a distance of 612.32 feet to an intersection with the southerly extension of the most southerly line as shown on an unrecorded survey for Knappton Launch Company by Ray Kindler, dated 5-13-1969;

Thence along said southerly extension and along said line North 07° 26' 34" East a distance of 325.00 feet to an angle point in said line;

Thence along said line South 82° 33' 26" East a distance of 64.63 feet to an angle point in said line;

Thence along said line North 04° 39' 11" East a distance of 38.11 feet;

Thence along said line North 08° 32' 32" East a distance of 151.72 feet;

Thence along said line North 03° 20' 20" East a distance of 240.00 feet to the most southerly corner of a parcel of land as described in a correction quit claim deed recorded as Instrument Number 2300879000, records of Kootenai County, Idaho;

Thence along the West line of said quit claim deed and the northerly extension thereof, North 13° 34' 20" West a distance of 227.36 feet to the easterly right of way of Highway 95;

Thence along said easterly right of way the following 5 courses:

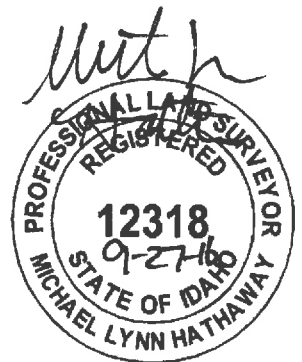
- 1) North 49° 45' 47" East a distance of 14.16 feet;
- 2) North 49° 43' 27" East a distance of 134.04 feet;
- 3) North 04° 11' 08" East a distance of 268.91 feet;
- 4) North 11° 38' 16" East a distance of 731.52 feet;
- 5) North 13° 54' 39" East a distance of 131.71 feet to the

TRUE POINT OF BEGINNING;

Containing 1,636,031 square feet or 37.558 acres more or less.

The land area of the above described parcel is comprised of 1,039,068 square feet or 23.854 acres more or less.

The area below the summer pool elevation of the above described parcel is comprised of 596,963 square feet or 13.704 acres more or less.



ANNEXATION OF MARINA YACHT CLUB LLC

A PORTION OF GOVERNMENT LOTS 1, 5 AND 6, OF SECTION 14,
TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO

LEGEND



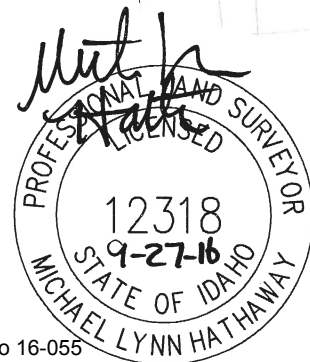
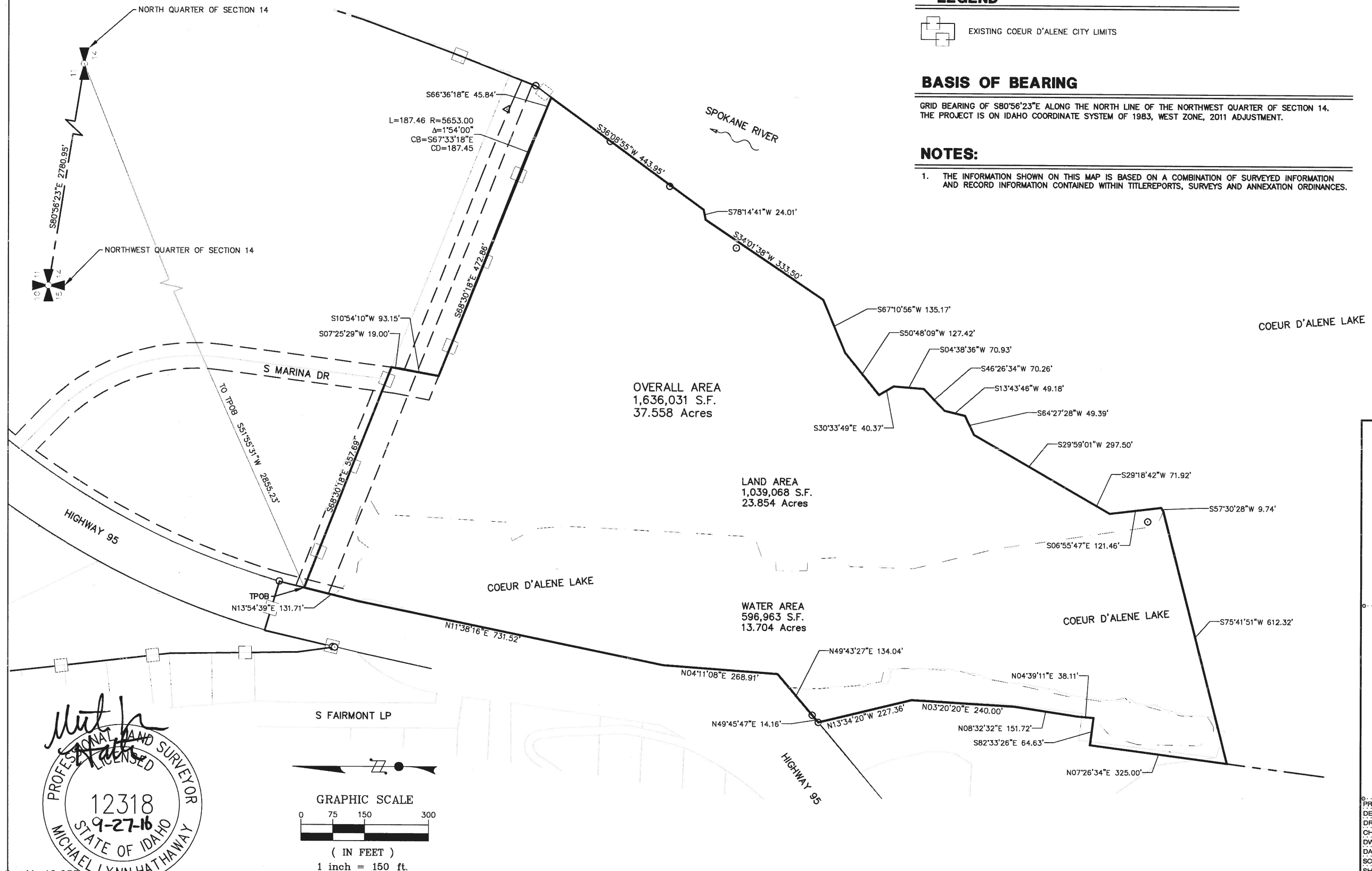
EXISTING COEUR D'ALENE CITY LIMITS

BASIS OF BEARING

GRID BEARING OF S80°56'23"E ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 14.
THE PROJECT IS ON IDAHO COORDINATE SYSTEM OF 1983, WEST ZONE, 2011 ADJUSTMENT.

NOTES:

1. THE INFORMATION SHOWN ON THIS MAP IS BASED ON A COMBINATION OF SURVEYED INFORMATION AND RECORD INFORMATION CONTAINED WITHIN TITLEREPORTS, SURVEYS AND ANNEXATION ORDINANCES.



Resolution No 16-055

WELCH-COMER
ENGINEERS & SURVEYORS

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

ANNEXATION FOR MARINA
YACHT CLUB LLC

GOV. LOTS 1, 5 & 6,
OF SEC. 14, T.50N., R.4W., B.M.,
KOOTENAI COUNTY, IDAHO

PROJECT NO: 41189/41262
DESIGNED BY: TJF
DRAWN BY: TJF
CHECKED BY: MLH
DWG NAME: 41189ANNEX-4
DATE: 9-27-16
SCALE: 1" = 150'
SHEET NO: 1 OF 1

Exhibit "A"

BLACKWELL ISLAND PUD AREA MAP

A PORTION OF GOVERNMENT LOTS 1, 5 AND 6, OF SECTION 14,
TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO

LEGEND



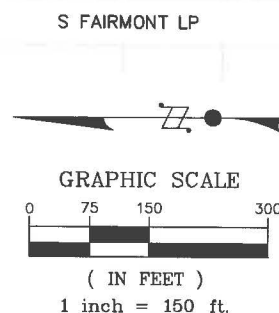
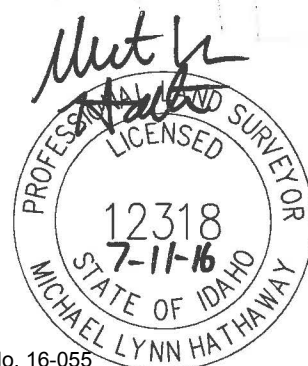
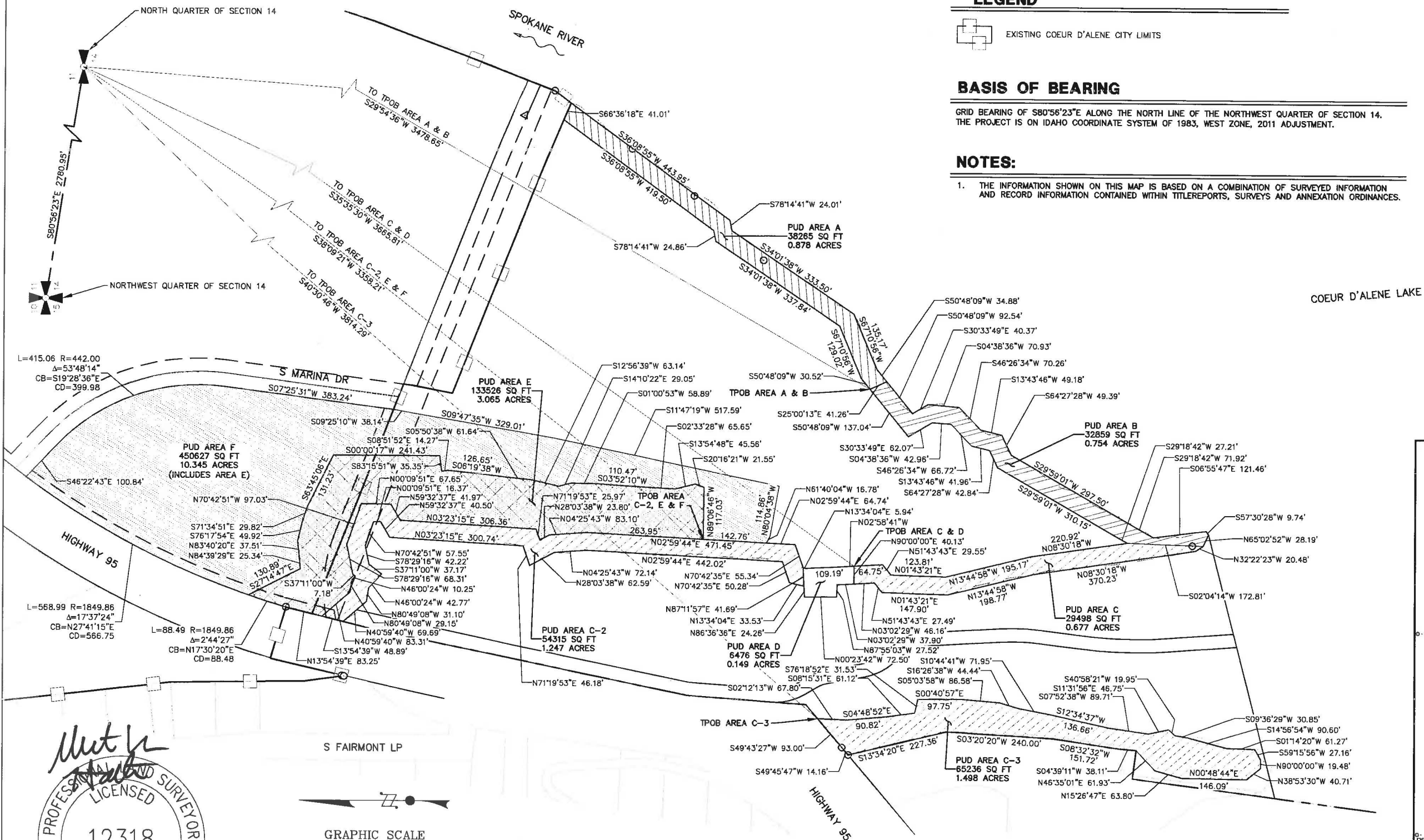
EXISTING COEUR D'ALENE CITY LIMITS

BASIS OF BEARING

GRID BEARING OF S80°56'23"E ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 14.
THE PROJECT IS ON IDAHO COORDINATE SYSTEM OF 1983, WEST ZONE, 2011 ADJUSTMENT.

NOTES:

1. THE INFORMATION SHOWN ON THIS MAP IS BASED ON A COMBINATION OF SURVEYED INFORMATION AND RECORD INFORMATION CONTAINED WITHIN TITLEREPORTS, SURVEYS AND ANNEXATION ORDINANCES.



WELCH-COMER
ENGINEERS & SURVEYORS

208-664-9382
208-664-5672
350 E. Kathleen Ave.
Coeur d'Alene, ID 83815

BLACKWELL ISLAND
PUD AREA MAP

GOV. LOTS 1, 5 & 6,
OF SEC. 14, T.50N., R.4W., B.M.,
KOOTENAI COUNTY, IDAHO

PROJECT NO.: 41189/41261
DESIGNED BY: TJF
DRAWN BY: TJF
CHECKED BY: MLH
DWG NAME: 41189ANNEX-3
DATE: 7-11-16
SCALE: 1" = 150'
SHEET NO:

1 OF 1

Exhibit "B"

