

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.

5:00 P.M.

August 7, 2018

A. CALL TO ORDER/ROLL CALL

B. WORKSHOP–

1. Health Corridor Vision and Eligibility Report - Action Item

Presentation by: Hilary Anderson, Community Planning Director; Jon Ness, CEO Kootenai Health; and Mike Kennedy, Chairman for CDA 2030

B. INVOCATION: Geoffrey Winkler, New Life 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.

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.)

*****ITEMS BELOW ARE CONSIDERED TO BE ACTION ITEMS**

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

1. Approval of Council Minutes for the July 17 and July 31, 2018 Council Meetings.
2. Approval of Bills as Submitted.
3. Approval of the General Services and Public Works Committee Meeting Minutes from the meeting held on July 23, 2018.
4. Setting of General Services and Public Works Committees meetings for August 13, 2018 at 12:00 noon and 4:00 p.m. respectively.
5. Setting of public hearings for August 21, 2018 –
 - a. V-18-05, Vacation of a portion of alley right-of-way adjoining the easterly boundary of Lot 1 and the N ½ of Lot 2, Block A, Sanders Addition to the City of Coeur d'Alene.
 - b. Appeal of the Planning Commission approval of SP-8-18 – a Special Use Permit for R-34 density at 623 E. Wallace Avenue.
6. Approval of the cemetery lot repurchases:
 - a. From Debra Akers; Lot 9, Block 5, Section K, Forest Cemetery
 - b. From Gale Akers, Lots 18 and 19, Block 5, Section K, Forest Cemetery
 - c. From Dawn Sevvick, Lot 0616, Block J, Section Riv in Forest Cemetery Annex (Riverview)

As Recommended by the City Clerk

7. Approval of Final Plat for SS-18-09, Sherman Five East

As Recommended by the City Engineer

8. Resolution No. 18- 038

- a. Approval of Agreement with Peak 1 for the Third Party Administration of the City's Flexible Spending Account.

As Recommended by the General Services Committee

- b. Approval of Transfer of Right-of-Way to Idaho Transportation Department at the Intersection of US-95 and Walnut.
- c. Approval of Standard Drawing Updates.
- d. Approval of Right-of-Way Easement for Avista natural gas pipeline at 685 E. Kathleen Ave. (Honeysuckle Well).

As Recommended by the Public Works Committee

- e. Approval of SS-18-05, Shaporda Tracts: Final Plat, Subdivision Improvement Agreement and Security.

As Recommended by the City Engineer

H. ANNOUNCEMENTS

1. City Council

2. **Mayor** – Appointments of David Groth to the Arts Commission and Brad Jordan to the ignite cda Board.

I. GENERAL SERVICES

1. **Resolution No. 18-039** – Approval of a Letter of Agreement with xCraft Enterprise, Inc. for temporary installation and testing of the commercial drone system FIRST iZ.

Presented by: Deputy Chief Bill Deruyter

J. OTHER BUSINESS

1. **Council Bill No. 18-1017**- Amendments to Municipal Code Section 13.08.030 - Wastewater Collection and Treatment Works to clarifying the effective date of rate changes to be Annually on April 1.

Staff Report by: Mike Anderson, Wastewater Treatment Superintendent

2. **Council Bill No. 18-1018** - Creation of a new Chapter in the Municipal Code 10.03 entitled “Complete Streets.”

Staff Report by: Chris Bosley, City Engineer

3. **Council Bill No. 18-1019** - ZC-2-18 - Zone Change from R-3 and C-17 to R-17, 1820 W. Prairie and 7845 N. Ramsey Road.

Pursuant to Council Action July 17, 2018

4. **Resolution No. 18-040** - Setting Preliminary Budget for Fiscal Year 2018-2019 and scheduling a public hearing for September 4, 2018.

Staff Report: Vonnie Jensen, Comptroller

5. **Resolution No. 18-041** – Acceptance of public art donations of “The Valentine,” “Enduring Spirit,” “The Idaho Lumberjack,” and the “Honey Bumble” to the public art collection.

Staff Report: Troy Tymesen, City Administrator

6. **Resolution No. 18-042** – Agreement with the Downtown Association for parking administration.

Staff Report: Troy Tymesen, City Administrator

J. PUBLIC HEARINGS

1. (Legislative) Various fee amendments including clarifications, increases, and deletions to fees for the Planning, Municipal Services, Wastewater, and Water Departments

Staff Report by: Renata McLeod, Municipal Services Director

- a. **Resolution No. 18-043** – Approval of various fee amendments including clarifications, increases, and deletions to fees for the Planning, Municipal Services, Wastewater, and Water Departments.

K. ADJOURNMENT

This meeting is aired live on CDA TV Cable Channel 1301

Coeur d'Alene

CITY COUNCIL MEETING

August 7, 2018

MEMBERS OF THE CITY COUNCIL:

Steve Widmyer, Mayor

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

City Council Workshop: Health Corridor Vision & Eligibility Report

Coeur d'Alene Public Library Community Room
Tuesday, August 7, 2018



Workshop Agenda

- **OVERVIEW**
Hilary Anderson, Community Planning Director
- **KOOTENAI HEALTH BACKGROUND, VISION & MASTER PLANNING**
Jon Ness, CEO of Kootenai Health
- **CDA 2030 INVOLVEMENT**
Mike Kennedy, Chairman for CDA 2030
- **ULI TAP PROCESS & RECOMMENDATIONS**
Mike Kennedy, Chairman for CDA 2030
- **NEXT STEPS**
Hilary Anderson, Community Planning Director



Kootenai Health Background, Vision and Master Planning



CDA 2030 Involvement



CDA 2030 Action Item



G&D 6.7 – CDA Medical Corridor
Support the establishment of a Coeur d'Alene medical corridor from US-95 to Northwest Boulevard along Ironwood Drive to support needed expansion of medical services and associated medical businesses.

CDA 2030 Supporting Action Items



J&E 1.1: High Wage Employment Opportunities
 J&E 1.2: Recruitment of Living Wage Employers
 J&E 4.3: Business Opportunity Zones
 C&I 5.6: Local Neighborhoods
 E&L 2.4: Career Technical Education
 E&R 5.5: Wayfinding, Signage and Routing
 G&D 1.2: Traffic Improvements
 G&D 2.1: Trail Expansion and Connections
 G&D 2.2: Neighborhood Business Promotion
 H&S 2.1: High Demand Medical Services
 H&S 2.2: Specialist Health Care Provider Recruitment
 H&S 2.3: Mental Health Services
 H&S 2.5: Kootenai Health Trauma Center

About the Urban Land Institute (ULI)

- The mission of ULI is to provide leadership in the responsible use of land, and in creating sustaining and thriving communities worldwide.
- ULI is a member driven organization with over 40,000 members worldwide.
- ULI Idaho is a district council of the ULI with membership in Idaho and Montana.
- The Technical Advisory Panel (TAP) is a service of ULI that brings expertise of its members to help with community issues.

Ten Principles for Building Healthy Places



ULI Urban Land Institute
 Sustainable Downtown Development
 In Idaho's Treasure Valley

Sustainable Development:
 "How can cities and communities be shaped to meet present needs while
 ensuring future generations to meet theirs."
 WBC, The City in 2030

About the Technical Assistance Panel

Bob Taunton, TAP Chair, President, Taunton Group

George Iliff, Managing Owner, Colliers Boise

Diane Kushlan, AICP, Principal, Kushlan | Associates

Brian Newman, Vice-president, Campus Development
Oregon Health and Sciences University, Portland

Jeremy Malone, RPA, Vice President, Oppenheimer
Development Corporation

Al Marino, SIOR, Partner, Thornton Oliver Keller

Ross Tilghman, President, Tilghman Group



ULI TAP: General Findings

1. Lack of vision/master plan.
2. Uncertainty impeding reinvestments.
3. Inconsistent image and identity.
4. Traffic congestion is the major issue.
5. Need for safe and connected pedestrian/bicycle infrastructure.
6. High level of community support for the hospital and interest in the area.
7. Limited formal partnership between the hospital and the civic leadership.
8. Risk of impeding future growth until congestion is resolved.
9. Hodgepodge, haphazard pattern of development.
10. Inconsistent regulatory support for adopted policies.

ULI TAP: Recommendations

1. Vision and Branding
2. Transportation System
3. Real Estate Opportunities and Strategies
4. Supportive Land Uses
5. Neighborhood Stabilization
6. Implementation

ULI TAP: Implementation Process

- Update hospital strategic plan
- 20 Year Framework & Facility Master Plan
- Vision and Master Plan for the District
- Branding
- Comprehensive Plan & Zoning Updates
- Pocket housing re-visit
- Funding Sources – URA /LID
- Land assembly
- Leadership & Champions & Associations
- Placemaking & Programming



ULI TAP: Organization Models

1. Volunteer Association
2. Non-profit member organization
3. Urban Renewal Agency
4. Business Improvement District (BID)
5. City Department Lead
6. Alliances
7. Private-public Partnership Model
8. Opportunistic Model

Next Steps

Requested motion:

Council is being asked to support Kootenai Health and other community partners moving forward with an eligibility report for the Health Corridor to evaluate a possible urban renewal district per the Urban Land Institute's TAP report recommendation.

Questions & Answers

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

July 17, 2018

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, July 17, 2018 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

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

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

INVOCATION: Pastor Pace Hartfield from One Place provided the invocation.

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

ANNOUNCEMENT BY THE CITY ADMINISTRATOR: City Administrator Troy Tymesen noted that there have been many social media comments regarding the Best Avenue mobile vendors. The City of Coeur d'Alene has been working with the property owner of 510 Best Avenue for two years to help him come into compliance with the food court regulations. The property owner had participated in the process of development of the food court regulations. These regulations address public safety issues such as access for emergency vehicles, an outbuilding constructed without permits, inadequate parking stall requirements (3 per vendor), the need for a public restroom, and payment of sewer cap fees for outdoor seating. A meeting was held with the property owner on May 22, 2018, reiterating the requirements that were provided to him on May 19, 2016. At that time, he stated that he would obtain the required building permits and comply with the other code requirements within the following two weeks. The City repeatedly provided additional time for the property owner to comply, but to no avail. Since his food court is not currently licensed and he has failed to comply with City Code, the City cannot license the vendors at that location and so notice of the requirement to move was provided to the vendors. Mayor Widmyer noted that the City is not trying to put the individual vendors out of business, but the property owner needs to comply with the City ordinance and the City will continue to work with the vendors. Councilmember Gookin noted that the notice stated that the vendors have 7 days to relocate and wondered what the City can do to ensure that the vendors are not shut down on Friday. Mr. Tymesen noted that the City wanted to put them on notice and communicate that they are not within a licensed food court, and that the owner needs to comply with the code and staff will continue to work with the vendors. Councilmember

Gookin noted that he worked to bring this code forward and he knew that there might be amendments needed to the code as it evolves and felt that the City should have room to make accommodation and give some latitude. Mr. Tymesen noted that the vendors have been given verbal updates by code enforcement. Councilmember McEvers concurred that the City has been working on this code compliance for a long time and the vendors are caught in the middle. He noted that if the owner is not going to comply, it puts the City in a difficult position for the next one that comes in, and the vendors continue to suffer. He wondered if there is a way to apply a fine to the owner that can continue to pile up and let the vendors keep working. Mr. Tymesen stated that the City can issue citations and has issued one already. The City is currently looking for a step forward that shows action from the owner. Councilmember Edinger said that he thought that these codes were ironed out a couple years ago with input from the vendors and court operators. Mr. Tymesen confirmed that the code was completed in 2016, and that staff is now working to enforce the code. Councilmember English noted that he remembers spending a lot of time on code development. There was a lot of discussion about creating vendor opportunity and life safety issues and believes the City has a responsibility to uphold that code. Otherwise, it can put people at risk and it is not fair to those who are complying with the code. He felt that if the owner has had two years to comply with the code maybe it is not the business for him. Councilmember English noted that staff has given some grace period and some flex but now it is time to enforce the code and it seems reasonable. Mr. Tymesen noted that staff had a meeting with the property owner in the spring trying to get the work done prior to the summer season. Mayor Widmyer reiterated that no one wants to shut the vendors down, and wondered how to best get the owner to comply with the ordinance while letting the vendors operate while the property owner comes into compliance. City Attorney Randy Adams noted there is discretion of the code enforcement officer for when to issue tickets or not and noted that there are only two of the food trucks within the court that have applied for their license and received fire inspections. The Mayor suggested that staff get the food truck representatives and the owner together to discuss the compliance issues. Councilmember Miller noted that when the ordinance was designed the property owner and vendors were involved and this code enforcement has been ongoing for a couple of years. She wondered if there is anything in the code that would require agreements between the property owner and the vendors outlining the requirements of the food court owner. She reiterated that the property owner did not comply with the code and now his tenants are being affected. She would also like the City to attempt to help but not if it is going to happen again. Councilmember Miller felt that restrooms and safety should be the priority. Councilmember Evans asked if the City has had communication with the property owner since the notice went out. City Clerk Renata McLeod noted the owner requested another copy of the project review notes outlining the requirements.

PUMP SKILLS FLOW (PSF) PARK PRESENTATION: Trails Coordinator Monte McCully and Bike Advocates Kent Eggleston and Al Casile provided a presentation to the City Council explaining that pump tracks consist of a continuous circuit of dirt rollers, berms and jumps that loop back on to it and do not require any pedaling to maintain speed. Mr. McCully noted that this is unique in that it incorporates three elements into one park. He noted that there are different types of material available; however, dirt tracks can be changed easily where built-in-place-tracks are not moveable. They provided a video demonstration regarding track usage. Mr. McCully explained that a skills park is a little different from a pump track, but this track would be signed according to expertise level. He explained that a flow trail is a large sized pump track,

which would fit well south of the bridge. He also noted that the location identified in the master plan for the track is south of the Highway 95 bridge, to the BLM boundary, to Hubbard Avenue. He noted that there are volunteers set to help build the track and will move forward with the build of some of the features. Mr. Eggleston noted that the users groups that would use this would be youth and they currently have a middle school high school sports group established for the use. He noted that this is an opportunity for elementary school riders to practice and develop their skills. Mr. Casile noted that his expertise is in trail construction and that he worked on the Canfield natural area and has coordinated \$30,000 worth of labor and he has more people interested in this area, so he thinks it will be double the value. This area seems to have more families interested in volunteering and using these types of trails. Councilmember McEvers asked if they would be installing restrooms. Mr. McCully noted that they do not have restrooms in the plan but will plan on a port-a-potty and keep the vegetation in a natural state for affordability. Councilmember Gookin said he liked the project and noted that staff should check into any ITD easements in the area. Councilmember Miller said she loved the idea that there is a spot for little riders and asked if the track will be closed at night like other parks. Mr. McCully confirmed the hours would be from sunset to sunrise like other parks. Councilmember Evans thanked the group for their efforts and the volunteers that will make it happen.

PUBLIC COMMENTS:

Pat Kinney, Coeur d'Alene, noted that he owns the food court on Best Avenue, and has been talking to the different departments. He believes that the issues are being addressed and will meet with the Water Department on Thursday. Mayor Widmyer noted that Ms. McLeod would give him additional information. Mr. Kinney said that he agreed with the requirements and believes they make sense.

COUNCILMEMBER ANNOUNCEMENTS:

Councilmember Gookin noted that he has met with Police Association President Johann Schmitz and wished the Council would approve the contract or bring it up for discussion as it only has the medical portion to be finalized, so it seems it could be approved with that piece missing. Mayor Widmyer explained that the contract would come forward when it is complete.

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

1. Approval of Council Minutes for the July 3, 2018 Council Meeting.
2. Approval of Bills as Submitted.
3. Approval of Financial Report.
4. Setting of General Services and Public Works Committees meetings for July 23, 2018 at 12:00 noon and 4:00 p.m. respectively.
5. Setting a public hearing for August 7, 2018 for various fee amendments including clarifications, increases, and deletions to fees for the Planning, Municipal Services, Wastewater, and Water Departments
6. Setting of a public hearing for August 21, 2018 for A-1-18 - A proposed 1.22 acre annexation from Agricultural Suburban to R-17 zoning district for 2400 N. 15th Street; Applicant: Aspen Homes and Development, LLC

7. Approval of the Outdoor Eating Encroachment Permit for Woops! Bakeshop located at 119 N. 4th Street for 12 seats
8. Approval of a final plat for SS-5-17 - Short Subdivision for Lake Coeur d'Alene Apartments
9. **RESOLUTION NO. 18-036** - A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE APPROVAL OF THE FINAL PLAT, AGREEMENT TO PERFORM SUBDIVISION WORK, AND APPROVAL OF SECURITY FOR THE AGREEMENT REGARDING THE DAVIDSON DUPLEXES (SS-18-02).

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

RESOLUTION NO. 18-037

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING AND ACCEPTING AMENDMENT NO. 1 TO THE SOLID WASTE SERVICES CONTRACT WITH NORTHERN STATE PAK, LLC, d/b/a COEUR D'ALENE GARBAGE SERVICES.

STAFF REPORT: City Administrator Troy Tymesen noted on April 19, 2016, Council approved the Solid Waste Services Contract (hereinafter "Contract") with Northern State PAK, LLC, d/b/a Coeur d'Alene Garbage Services (hereinafter "CDA Garbage"). The Contract was effective July 1, 2016, and CDA Garbage has fully performed in accordance with the terms and conditions of the Contract since then. This Contract provided for the collection of solid waste and single stream recycling materials, and included a glass reuse/recycle program. In May 2018, CDA Garbage requested an increase in compensation for single stream recycling and a modification in the type of recycling which must be accepted under the Contract. He noted that at the June 19, 2018 City Council meeting, Council directed staff to draft amendments to the Contract in accordance with its comments. The Mayor, staff, and CDA Garbage representatives met to discuss the amendments on July 6, which resulted in the mutually agreed upon proposed Amendment No. 1. CDA Garbage would be responsible for the first \$20 per ton that includes hauling, which would be for one year and would allow the City to understand what is happening. They are proposing to modify the list of allowable recyclables to remove paper cartons, aluminum foil and trays, plastic jars, tubs, trays, cups and plastic pill containers. The City will need to do education on this change. Mr. Tymesen noted that contract language was added that specifically identifies what happens with recycling when someone is not following the regulations of the program. Currently, the plan is to provide education through November of this year, during which the hauler will continue to take the single stream recycling and tag the bin when non-recyclable material is found. Thereafter, the hauler will no longer dump the recycle bin and will retag the bin so the citizen understands their recycle waste is contaminated.

DISCUSSION: Councilmember McEvers asked for clarity as to what occurs if a pizza box is placed in the recycle bin. Mr. Tymesen explained if that occurs prior to November and the hauler catches it, they would provide education that food waste contaminates the rest of the material and the citizen will receive notice. After November, the citizen's bin will be tagged and

not dumped; however, there is no extra charge. Councilmember Evans asked if there was discussion on other ways to educate the community to include newspaper ads, PSA's on the City's PEG channel, letters, etc. as she is worried about notification and that a couple more touches would be helpful. Mr. Tymesen noted that at this point if the community could eliminate plastic bags and food waste it would be a huge improvement. Mayor Widmyer noted that the education effort is a huge part of moving forward. Councilmember Edinger asked if the recycle bin would continue to be picked up every two weeks. Mr. Tymesen confirmed that the schedule would remain in place and there are no changes to the route. Councilmember Miller noted that the recycle issue is a nationwide wide issue and many cities have not figured out how to manage it without rate increases. She asked for clarification regarding the change from \$17,000 month to the current ceiling of \$25,000. Mr. Tymesen clarified that the ceiling is the maximum amount the fund could handle and that the goal was to create a guardrail to prevent unexpected expenses. Councilmember Miller asked if, at the point the costs exceed the ceiling amount, would this item come back to Council. Mr. Tymesen confirmed that he will bring it back to the Council and will review it monthly.

MOTION: Motion by Gookin, seconded by English to approve **Resolution No. 18-037**, approving Amendment No. 1 to the Solid Waste Services Contract with Northern State PAK, LLC, d/b/a Coeur d'Alene Garbage Services.

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

FUNDING OF A CHANGE ORDER NO. 1 TO THE IGNITE CDA AGREEMENT WITH T. LARIVIERE FOR THE DOWNTOWN PARKING FACILITY FOR PARKING EQUIPMENT AND CAMERAS.

STAFF REPORT: City Engineer Chris Bosley explained that he is requesting the Council approve funding for the downtown parking garage ticket and camera equipment. The contract for the parking garage design and construction included conduit and placement locations identified for the installation of access control and payment equipment, but the equipment itself was not included in the contract. This allowed the project to begin before it was determined the type of equipment that would be used. Throughout the project, City staff has been looking for cost effective opportunities to obtain the needed equipment and has worked with IT and emergency services to understand their needs for such equipment. After discussions with multiple suppliers, staff has found an affordable solution. On March 29, 2018, staff came before Council for approval to reject the only bid for access control and management, and CCTV equipment received at that time, which was in the amount of \$495,680. Rejection of that bid allowed for the design and construction team to seek a less costly solution for the purchase and design of parking garage access and management equipment, as well as CCTV equipment. The cost to purchase and install this equipment will not exceed \$310,097, with the exact cost determined upon installation. Mr. Bosley presented examples of the equipment and noted that the funding source is proposed to be the Parking Fund. Because the construction contract for the garage is between the contractors and ignite CDA and the City is responsible for purchasing and installation of this equipment, a change order will not be used by the City for this work. Rather,

the City will pay ignite CDA for the cost of the equipment and installation, and ignite CDA will take care of the actual purchase and installation of the equipment.

DISCUSSION: Councilmember McEvers asked about the issue of people driving through gates and breaking them, and causing issues with no backups and long timelines for repair. Mr. Bosley noted that they were assured of a fairly low cost for replacements. Councilmember McEvers asked for clarification regarding where you can pay for parking and what method of payment will be accepted. Mr. Bosley explained that the customer would receive a ticket at the entrance and pay on the way out. This method assures quick entrance into garage without traffic backing up on the street. He also noted that currently it would be a credit only type of machine. Councilmember McEvers asked who would run the web-based program. Mr. Bosley stated it could be contracted out to a company like Diamond Parking, or through a direct connection to the Park Direct System that allows for camera access to folks at the pay center and can open the gate if the machine is not working. Mayor Widmyer noted that it would be similar to parking lots in Boise and asked if there would be a way to pay prior to the exit gate. Mr. Bosley noted that there are foot pay systems that can be added, but at increased cost, so currently the plan is for pay at the exit only. Councilmember Edinger asked what the cost would be to park in the garage. Mayor Widmyer noted that the Parking Commission will study rates and that the fees have not been determined yet. He assumes that there will be a free element, but that discussion will be a part of the recommendation from the parking study.

MOTION: Motion by Evans, seconded by McEvers to approve the funding of Change Order No. 1 to the ignite cda Agreement with T. LaRiviere for the Downtown Parking Facility.

Motion carried.

QUASI-JUDICIAL PUBLIC HEARING – ZC-2-18: APPLICANT: LAKE CITY ENGINEERING; PROPOSED ZONE CHANGE FROM R-3 AND C-17 TO R-17, 1820 W. PRAIRIE AND 7845 N. RAMSEY ROAD

STAFF REPORT: Associate Planner Tami Stroud, presented the staff report, including a review surrounding land use, Comprehensive Plan policies for consideration, physical characteristics, and neighborhood character. She noted that the zone change request is for two existing parcels located near the southwest corner of the intersection of Prairie Avenue and Ramsey Road. She noted that the following findings will need to be determined: that this proposal (is) (is not) in conformance with the Comprehensive Plan; 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. Ms. Stroud commented that the Planning Commission unanimously voted to approve the zone change.

DISCUSSION: Councilmember McEvers asked for clarification regarding the location of the current apartment project. Ms. Stroud noted that there is a portion of land along Ramsey Road that currently has a building permit in the queue for apartments, which is the first segment of land in the zone change request.

Mayor Widmyer called for public comments and the Clerk conducted the oath for each of those testifying.

APPLICANT: Gordon Dobler from Lake City Engineering spoke as the owner's representative. The owners are noted as Copper Basin Construction and Michael Kobold. He clarified that there are two separate parcels included in the request, the first parcel is zoned R-3 and is approximately 2.78 acres, the second piece is zoned C-17 and is approximately 4.63 acres. The C-17 parcel is in the queue for approval of development. The owner is requesting the zone change so the parcels would not be a split zone and would result in abutting lots that are all zoned R-17. The intent is to use a portion of the R-3 piece; however, there are no guarantees at this point. Mr. Dobler noted that this request does conform to the Comprehensive Plan.

DISCUSSION: Councilmember Gookin asked if the owners were going to short plat the property. Mr. Dobler explained that they would have to determine the best way to go; a boundary line adjustment or a short plat are options. Councilmember Gookin asked what the total acreage would be if joined together and how many units they are currently proposing. Mr. Dobler explained that the parcel would increase by 1.4 acres and that they are currently proposing 78 units.

PRIMARY OPPONENT: Art Macomber, noted that he is a property attorney and that his clients own the parcel that is currently for sale. They have been informed by the realtor that the new project causes a loss of \$200,000 from the potential sale of their home. Mr. Macomber felt that it was inappropriate to rezone this parcel as zoning provides stability and should change rarely, and this parcel would have gone through two zone changes in two years. He feels that consideration should be for the neighbors surrounding the parcel. If the two parcels are changed to R-17 there could be 118 units built and it would be a major impact to the area. He noted that the zoning statutes talk about zoning districts, not parcels, which means zoning should be in a larger district and this request is not a district. He believes the height allowance for the apartments could be up to 45' tall and will look over his client's yard and appears to be a much greater impact. He discussed the history of the area C-17 zoning, noting that the southern parcel is a residential use, as it was only changed to commercial due to parking of tractor-type vehicles. He noted that the statute says particular consideration should be giving to agencies including school districts and he did not believe that enough effort was given by the Planning Commission to seek input on the area impact to the schools, and he thinks it violates state code. Mr. Macomber does not believe this should be labeled as an infill project and he believes that an R-3 is the best zone for the area. He noted that this is the first he has heard of the existing project in the queue for a building permit on the C-17 parcel. He requested the Council take a step back and look at the growth impact of this decision.

DISCUSSION: Councilmember Gookin asked how the zone change affects the client's property value by \$200,000, but the property already zoned C-17 south of property, which has no height limits, does not. Mr. Macomber noted that the realtor noted that the height of the buildings was a factor. Councilmember Gookin asked where the closest multifamily development is currently. Councilmember English noted he lives in Coeur d'Alene Place and travels the area often, so he knows the apartments are a little further down Ramsey Road near the Maverick gas station. Mr. Macomber noted that since the area is in transition, the City should

take care of development when dealing with this area. Councilmember McEvers noted that the City also needs housing for families and the City is looking at the city limit boundaries. He knows that someone is always going to feel the pressure of change. Mr. Macomber stated that he does not think that this spot, at the edge of the city limits, should have the highest residential impact. He reiterated the density is a problem as a future impact to the schools. Councilmember McEvers noted that they invited the schools in to comment on the Comprehensive Plan and they were not able to give input. Mayor Widmyer asked legal counsel if the City is violating any codes in their notice to the School District. Deputy City Attorney Randy Adams explained that the City sent a notice to the District for input and if they did not respond; therefore, there is nothing for the City to discuss as there is no evidence supplied.

APPLICANT REBUTTAL: Mr. Dobler reiterated the C-17 is requested to downgrade to R-17 and the appropriateness of the zoning is to look at the areas as abutting two busy streets with over 20,000 cars per day use and he thinks the worse zone for the area is R-3 for that area. Access on to Prairie Avenue needs to be considered, and the sewer comes to the south, not through the parcel.

Public testimony was closed.

DISCUSSION: Councilmember Gookin asked if notice letters were sent out and, if so, how many responses were received. Ms. Stroud confirmed notice went to the property owners within 300' and no responses were received. Councilmember Gookin asked for clarification regarding the height restrictions between the R-17 and the C-17 zones. Ms. Stroud noted that the C-17 zone does not have a height restriction; however, some differences include setbacks as in a C-17 it would be a 10' setback in the front and zero on the sides and rear. She clarified that with a multifamily development it would be different even in a C-17 zone. Councilmember Gookin asked what the open space requirements would be. Ms. Stroud noted that since this development is not a PUD, there are no open space requirements.

MOTION: Motion by McEvers, seconded by Evans to approve ZC-2-18: Proposed Zone Change from R-3 and C-17 to R-17, 1820 W. Prairie and 7845 N. Ramsey Road Applicant: Lake City Engineering, LLC, and to make the necessary Findings and Order.

DISCUSSION: Councilmember Gookin said that he felt that the Mr. Macomber presented good arguments; however, he feels the weakness is the Comprehensive Plan, as it does not explain what it should look like in ten years. Since the area appears to be set for commercial development all the way down, he would lean toward C-17 to be consistent. Councilmember Gookin noted that the developer would still build apartments on the C-17 zone. Councilmember McEvers explained that he thinks that the Comprehensive Plan is supposed to provide variety, not tell you what to do, and he would support this development.

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

RECESS: Motion by Gookin, seconded by Evans to recess to a Council Budget Workshop for Fiscal Year 2018-2019, on July 31, 2018 at 9:00. a.m. in the Library Community Room located at 702 E. Front Avenue. **Motion carried.**

The meeting adjourned at 7:49 p.m.

ATTEST:

Steve Widmyer, Mayor

Renata McLeod, CMC, City Clerk

**A CONTINUED MEETING OF THE
COEUR D'ALENE CITY COUNCIL
July 31, 2018**

The Coeur d'Alene City Council met in a continued session in the Coeur d'Alene Public Library Community Room, 702 E. Front Avenue, Coeur d'Alene, ID, 83814, on July 31, 2018, at 9:00 a.m., there being present upon roll call a quorum.

Steve Widmyer Mayor

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

Amy Evans)	Members of the Council Absent
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CITY STAFF PRESENT: Troy Tymesen, City Administrator; Renata McLeod, City Clerk; Ted Lantzy, Building Inspector; Kenny Gabriel, Fire Chief; Bill Greenwood, Parks & Recreation Director; Lee White, Police Chief; Hilary Anderson, Community Planning Director; Mike Gridley, City Attorney; Tim Martin, Streets & Engineering Director; Bette Ammon, Library Director; Terry Pickel, Water Superintendent; Mike Anderson, Wastewater Superintendent; Melissa Tosi, Human Resources Director; Amy Ferguson, Deputy City Clerk; Vonnie Jensen, Comptroller; Howard Gould, Building Maintenance Supervisor; Kyle Marine, Assistant Water Superintendent; Dave Hagar, Police Captain; Lee Brainard, Police Captain.

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

BUDGET WORKSHOP: Troy Tymesen, City Administrator, explained that the goal of the workshop was to share where they are at in regard to the preliminary 2018/19 financial plan. He noted that the plan will be revised through August and come before the council the first meeting in September.

Mr. Tymesen commented that the City is in currently involved in contract negotiations with all three employee groups. They are getting very close to agreement on two of the contracts, and negotiations with The Lake City Employees Association (LCEA) have just begun.

Mr. Tymesen said that this has been a very good year, with \$92 million in new construction valuation. They are proposing to take a 3% increase in property tax revenue to balance the budget.

Vonnice Jensen, Comptroller, reviewed the history of foregone taxes in the City and noted that foregone taxes are \$5,026,426. In 2019, they are proposing to take \$640,573 in new

property taxes. She reviewed statewide foregone tax amounts to demonstrate the City's fiscal responsibility.

Ms. Jensen reviewed the current tax levy and said that 3% would be \$640,573. She clarified that it would be a 3% increase to the City tax budget and not 3% on tax bills. The total amount they are proposing to levy is \$23,362,859. The Fund Balance will have a one time expense of \$564,870. Ms. Jensen noted that capital expenditures are ongoing and they can't take them out of the Fund Balance year over year.

Councilmember Gookin asked about the software purchase listed on the Fund Balance expenditures. Ms. McLeod explained that it is for the Office 2019 update, which is a one-time software update good for seven years.

Ms. Jensen said that at the end of the last fiscal year the unassigned Fund Balance was \$8.3 million. The Government Finance Officers Association (GFOA) recommends at least 10%, and the City is at 20%.

Councilmember Gookin asked how much the Fund Balance has grown this year. Mr. Tymesen said that it is still a moving target but they forecast that the Fund Balance will grow – it just depends on how much the revenues grow this year. Councilmember Gookin asked for a history of Fund Balance growth in percentage values. Ms. Jensen said that she will provide that information. Councilmember Gookin said that, in his mind, when the Fund Balance goes up it means they have overtaxed. Mayor Widmyer commented that it could also be a result of other sources of revenue. Mr. Tymesen said that savings would also appear in fund balances for money that wasn't spent. Ms. Jensen said that the fact that the PD has not been able to be fully staffed for a number of years has helped their Fund Balance. As the PD becomes fully staffed, the amount of savings will drop, along with the increases in the Fund Balance going forward.

Ms. Jensen reviewed the personnel changes proposed in the budget. Councilmember English commented that staffing is always a topic of discussion and to have a need of less than 4 FTE out of almost 400 jobs shows good effort.

Councilmember Miller asked for a summary of dollars over and under for personnel. Ms. Jensen said that she will bring that information forward at the next council meeting.

Ms. Jensen reviewed the increase in the new preliminary budget including all of the funds - \$1,681,800. She noted that this increase includes a COLA increase of 2.5%, merit increases, and an increase in capital outlay. She reviewed the new construction impact and noted that this year they are at \$493,000 and the entire amount is put into the proposed budget. She also reviewed the General Fund cash flow changes, and a list of the capital outlay in the proposed budget, totaling \$1,107,437.

In regard to the taxable city valuation, Ms. Jensen said that they don't have the total taxable valuation yet from the County but will hopefully have that figure before the resolution goes to the Council next week.

Councilmember Gookin expressed frustration regarding the home value of \$200,000 being used on the Power Point presented by Ms. Jensen. He noted that he would like to have \$380,000 as the average home price for assessed values. Mayor Widmyer suggested using the median home price.

Councilmember Gookin also expressed frustration with the legislature's \$100,000 cap and noted that it means that everyone's property taxes are going up in the City, and they don't have any control over it.

Tim Martin, Streets & Engineering Director, was asked to talk about the City's chip seal program. He commented that the City has taken on chip seal, and he thinks that it is a great thing. They are always looking for ways to preserve the roads at a value that can be sustained. Mr. Martin noted that the City has over \$250 million of asset, including over 550 lane miles of road and 163 miles of arterials alone. He noted that it is a massive project to maintain the roads.

Mr. Martin said that the City is on year 3 of its chip seal project. They have been able to chip seal the east side of 15th Street from Best Avenue to the city limits to the north. They are looking at about a 25-30% increase in costs. This year they have spent \$623,000, with about \$140,000 on just traffic control. Doing chip seal in house would result in cost savings and getting a "better bang for the dollar." They are looking at potentially partnering with Hayden, Dalton and Post Falls so they can do it internally. The purchased equipment would all be used. Mr. Martin said that he feels comfortable that they could get some nice pieces that will last quite a while.

Councilmember McEvers asked about overlay. Mr. Martin confirmed that it would be contracted out. He noted that they do some in house overlay when it makes sense.

Councilmember McEvers asked how much staff is included in the request. Mr. Martin said that there are two maintenance workers included in the proposed budget.

Councilmember McEvers asked if they contract out the flagging. Mr. Martin said that they don't, but would be more involved initially with communication and getting the word out, and offsetting their employees with other staff. He noted that it would be part of using Dalton, Hayden and Post Falls.

Councilmember McEvers asked if the equipment would be multi-use, and Mr. Martin confirmed that it would be. He further noted that purchasing used equipment has been a huge success for them.

Mr. Martin said that this year they are going to take \$200,000 out of the overlay to help pay for some of the equipment, and that they will have \$550,000 in the overlay.

Councilmember McEvers asked about this year's Ironwood costs. Mr. Martin said that the cost was about \$170,000, which also included the Bentwood, Shadduck, and Echo

Glen subdivisions. Poe Asphalt was the contract for the project. Mr. Martin said that he would rather own the whole process rather than working with outside parties as it is difficult to work with the contractors who are very busy.

Mr. Tymesen noted that the equipment acquisition is split between the Sanitation Fund and the General Fund.

Councilmember Miller asked how they are tracking if they are trading equipment and if they are billing hours. Mr. Martin said that they probably don't track at this point and would probably ask them to provide the pneumatic rollers and resources to drive the dump trucks, etc. Mr. Tymesen said that they would be happy to bring forward to Council a joint powers agreement.

Councilmember McEvers said that he thinks overlay is necessary and he is supportive of it and thinks it is important to remember that that is how people judge the City because citizens drive on the road and he thinks streets are the first thing that people notice.

Mr. Martin commented that this is just one more tool in the toolbox to help them maintain the roads. Mayor Widmyer confirmed a \$200,000 savings every year over the next 3 years. Mr. Martin said that new roads last 20-25 years under normal conditions. The chip seal adds another 10-15 years of life.

Mayor Widmyer explained that the council will be setting the high water mark in August and council will have a chance to review the budget in more detail before finalizing the budget the first council meeting in September.

Councilmember Gookin asked Terry Pickel, Water Superintendent, regarding the increase in cost of \$1 million dollars for the Water Administration facility. Mr. Pickel explained that the increase is due to the cost of materials, labor, and the required fire system. He noted that they have seen a 23% increase in steel prices, and they are seeing cost increases across the board. Engineering fees have gone up as well.

Councilmember Miller asked Hilary Anderson, Community Planning Director, about the Comprehensive Plan expense. Ms. Anderson said that they have budgeted \$50,000 for the Comprehensive Plan, potentially each year for three years. CDA 2030 was budgeted for \$45,000 and \$16,000 was budgeted for other planning projects and efforts. Councilmember Miller asked if there was a plan for CDA 2030. Ms. Anderson said that the CDA 2030 board members are working on getting support for that program so that, eventually, the City can pay less.

Councilmember English commented regarding the \$5,000 allocated for homeless donations. Mayor Widmyer explained that that is an amount that is collected from people who donate on their utility bills. He noted that, in the past, the City has assisted a lot of agencies that deal with the homeless situation but there has not been any City money that has gone towards it.

Councilmember Miller asked if the issue of a communications person been addressed. Mr. Tymesen said that it would be part of the project coordinator's responsibilities.

Discussion ensued regarding affordable housing. Councilmember Gookin said that the City can help by keeping the costs down as much as they can. He noted that he receives compliments all the time on how well the City is run, but he doesn't want to see a lot of pressure from people who see the increasing costs and inflation and he wants the City to do its part to help keep some of those costs down. Councilmember Gookin said that 40% of the people living here are retired. He noted that we can provide excellent service and be an outstanding city, but he doesn't want to become a place where people have to move because they can't afford it. He suggested not doing the chip seal next year and using some of those savings to purchase equipment.

Mayor Widmyer commented that affordable housing has so many different moving pieces to it and so much is supply and demand. People want to live here and the market drives the prices of homes up. He noted that the increase in home prices is much more than the increase in wages. Being frugal in government is part of the decision-making process.

Councilmember Miller asked staff to look for opportunities to join with and support other entities and partners, looking at what others are doing and being efficient with what we have. She encouraged staff to stay "in tune" with communities and entities around them.

Mr. Tymesen said that staff will bring forward a sustainable budget from cash flow which will include property taxes.

Councilmember Edinger asked if staff could provide information to the council showing budget figures for 3%, 2% and 1% foregone taxes. Mr. Tymesen said that the challenge will be the employee contracts they are entering into with the forecasted expenses. If they go with less than 2%, they will probably not have any staff additions.

Councilmember Gookin thanked citizens Susie Snedaker and Lorna for attending the meeting today and express his wish that more people would be involved.

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

The meeting adjourned at 10:10 a.m.

Steve Widmyer, Mayor

ATTEST:

Amy Ferguson, Deputy City Clerk

GENERAL SERVICES COMMITTEE
MINUTES
July 23, 2018
12:00 p.m., Library Community Room

COMMITTEE MEMBERS

Councilmember Ron Edinger, Chairperson
Councilmember Dan Gookin
Councilmember Amy Evans

STAFF

Deputy Chief Bill Deruyter, Fire
Melissa Tosi, Human Resources Director
Troy Tymesen, City Administrator
Chief Kenny Gabriel, Fire
Renata McLeod, Municipal Services Director
Juanita Knight, Senior Legal Assistant

***THE FOLLOWING ITEMS ARE ACTION ITEMS:

Item 1. Approval of Letter of Agreement with xCraft for Temporary Installation and Testing of FIRST iZ Drone.

(AGENDA)

Deputy Chief Bill Deruyter is requesting Council enter into an agreement with xCraft for preliminary testing on its concept for FIRST iZ through the temporary installation of a “base station” at Fire Station 4. Deputy Chief Deruyter noted in his staff report that the City was contacted about an idea involving drones and first response in emergency situations. He and Chief Kenny Gabriel have been meeting with xCraft representatives and they have developed a concept where this technology could benefit emergency responses in the future. xCraft is located in Coeur d’Alene and is seeking a partnership with the City in the development of this never before seen technology. There will be no installation costs to the City and we have the space requested by xCraft at Fire Station 4. There will be a nominal electrical cost due to providing 110 volt service at the test site. All installation and maintenance is provided by xCraft. The property will be returned to its original state upon completion of testing unless a permanent installation is to be made. Coeur d’Alene Fire sees this as the future of drone technology in first response situations. Having the capability to see an incident before the crews are on scene would give our responding units a bird’s eye view on what is happening or not happening. They could order or cancel units as appropriate, saving lives and resources alike. This is an automated drone system and it would be the first of its kind anywhere. The drone would respond to predetermined emergencies designated by the Fire Department. Examples: a fire on Tubbs Hill, a boat accident on the lake, a car accident, or a structure fire. It would not respond to medical calls. We would have the ability to recall the drone at any point during responses. This would also save resources not needed at a scene. An example of this would be the report of a boat accident that is later determined to be a life jacket in the water. Currently multiple resources from multiple agencies respond to emergencies, potentially causing delays in responding to other calls. A thermal imaging camera would be used on this drone as well. This would allow us to see the exact location and size of fires on Tubbs Hill before being on scene and hiking in. This would save time by allowing the Department to put the right resources in the right spot at the right time. xCraft will be working on getting the permits and licensures needed through the FAA. They will also be contacting the HOA’s (Home Owner Associations) in the area to advise them about what may be seeing flying in the area.

Councilmember Gookin said Councilmember Miller has a concern with residential neighborhood privacy. Deputy Chief Deruyter said xCraft has planned a route that goes over the industrial park then along the Centennial trail. xCraft has secured permission from the farmland in the area to do testing. Deputy Chief Deruyter said he also informed xCraft that they have to talk to the area HOA’s so they are aware of what is going on.

Councilmember Gookin asked about regulations and code regarding fly drones in town. Deputy Chief Deruyter said there are no city regulations and xCraft is working with the FAA regarding their regulations.

Councilmember Gookin asked if the drone will have markings showing it is a Fire Department drone. Deputy Chief Deruyter is not aware of if it will but he can talk with xCraft to see if it can be.

MOTION: by Gookin, seconded by Evans, to recommend that Council enter into an agreement with xCraft for preliminary testing on its concept for FIRST iZ through the temporary installation of a “base station” at Coeur d’Alene Fire Station #4. Motion Carried.

Item 2. Approval of Agreement with Peak 1 for the for the Third Party Administration of the City of Coeur d’Alene’s Flexible Spending Account.

(CONSENT CALEDAR)

Melissa Tosi, Human Resources Director, is requesting Council approve an agreement with Peak 1 Administration, LLC, for the Third Party Administration (TPA) of the City of Coeur d’Alene’s Flexible Spending Account (FSA). Mrs. Tosi noted in her staff report that the City has used Magnuson, McHugh & Company, P.A., (MM&Co.), for our Flexible Spending Account TPA for over thirty years. Recently, MM&Co. has made the decision to no longer administer Employee Benefit Plans. After reviewing multiple proposals, and receiving a favorable recommendation from MM&Co., Mrs. Tosi believes it is in the best interest of the City, and our employees, to transition to Peak1 at the beginning our 2018-2019 fiscal year. Peak 1 has a local office in Coeur d’Alene and has administered Employee Benefit plans for over 15 years. Additionally, Teresa Espe, Account Specialist with MM&Co. has transferred employment to Peak1 and will continue to oversee the FSA and work directly with our enrolled employees. Currently with MM&Co., the City is paying a flat fee of \$660 per month (\$7,920 annually). Peak1 has agreed to a \$250 annual renewal service fee plus a \$3.95 per month fee for each employee participating. In the current 2017-2018 fiscal year, we have 86 employees enrolled in the FSA plan. Comparing the two TPA’s using current enrollment numbers, the annual cost with Peak1 would be \$4,326 annually, an approximate savings of \$3,593 annually.

Councilmember Gookin noted that Peak 1 is not an accounting firm and asked if that is okay. Mrs. Tosi said yes, based on this being an employee benefit.

Councilmember Gookin said it written in the agreement that Peak 1 can increase service charges at the start of the renewal year. Mrs. Tosi said that the agreement will be reviewed every year, like they do all city benefits. If there are any changes, which are unlikely, they would review it to see if any adjustments or changes need to be made.

Councilmember Gookin asked if the fee schedule appendix applies to the City. Mrs. Tosi said no. She said they have given the City a separate fee based on wanting the City’s business.

MOTION: by Evans, seconded by Gookin, to recommend that Council approve an agreement with Peak 1 Administration, LLC., for the Third Party Administration of the City’s Flexible Spending Account. Motion Carried.

The meeting adjourned at 12:15 p.m.

Respectfully submitted,



Juanita Knight
General Services Committee Liaison

**PUBLIC WORKS COMMITTEE
MINUTES
July 23 2018
4:00 p.m., Library Community Room**

COMMITTEE MEMBERS PRESENT

Councilmember Woody McEvers
Councilmember Dan English
Councilmember Kiki Miller

STAFF PRESENT

Kyle Marine, Asst. Water Supt.
Amy Ferguson, Executive Asst.
Troy Tymesen, City Administrator
Tim Martin, Streets & Eng. Director
Chris Bosley, City Engineer
Dennis Grant, Engineering Proj. Manager

**Item 1 Approval of Transfer of Right-of-Way to Idaho Transportation Department at
Intersection of US-95 and Walnut
Consent Calendar**

Chris Bosley, City Engineer, presented a request for the transfer of right-of-way to the Idaho Transportation Department at the intersection of US-95 and Walnut Avenue. He explained in his staff report that as part of the US-95 reconstruction project at Walnut Avenue, the Idaho Transportation Department needs to acquire additional right-of-way. In its research, ITD found historical discrepancies in right-of-way ownership. ITD would like to clean up the discrepancies through a quitclaim deed, transferring the right-of-way ownership on US-95 from the City of Coeur d'Alene to ITD. There is no financial impact on the City for this transfer of right-of-way. Approval of the transfer will provide uniformity of the US-95 right-of-way within the project.

Councilmember Miller asked if all of the property was City property. Mr. Bosley said that the map shows each parcel and then the portion that is to be right-of-way.

Councilmember McEvers asked if what will happen with Walnut has been finalized. Mr. Bosley responded that the current plan shows a "right-in, right-out" traffic plan at Walnut. There will be no left turns coming off of 95 going southbound.

**MOTION: Motion by English, seconded by Miller, that Council approve the transfer of right-of-way to the Idaho Transportation Department at the intersection of US-95 and Walnut Avenue.
Motion carried.**

**Item 2 Approval of Standard Drawing Updates
Consent Calendar**

Chris Bosley, City Engineer, presented a request for council approval of the updated and new Standard Drawings for public works construction. Mr. Bosley explained in his staff report that the City has a library of Standard Drawings to guide public works construction projects to meet its requirements. These Standard Drawings are important to ensure that construction projects are completed in a way that is satisfactory to the City, meet Federal, State, and local requirements, provide longevity, and are serviceable by our departments. The last update to the Standard Drawings was approved in 2015 by the

former City Engineer, various departments, and City Council. Input for these updates and new drawings was obtained from City inspectors, various departments that deal with public works construction, and local consultants. These updates and new drawings will replace the current Standard Drawings found on the City's website. All work on the Standard Drawing updates was performed by City staff.

Mr. Bosley stated that since he is now the City Engineer, he felt it was time to update the drawings to remove the old City Engineer's name. There are 126 updates, including a few that were requested by different departments. There was brief discussion regarding street swale widths.

Councilmember Miller said that she would have liked to see the changes red-lined so that they can be easily viewed, and noted that it seems like a big learning curve. Mr. Bosley explained that a lot of the changes are housekeeping changes and some of the changes are pretty minor.

Councilmember Miller asked how they are assuring that they are connected to the code and things that are approved by the council; for example, street lighting. Mr. Bosley said that the color temperatures were directed to Avista through a letter and a map. The revisions to the drawings are also an opportunity to make sure that the drawings reflect the code. All of the departments were invited to make comments and they have complete buy-in from all of the departments. Mr. Bosley also noted that they follow the ISPWC (Idaho Standards of Public Works Construction), but some of the drawings are modifications from what is in the ISPWC.

Councilmember Miller asked how they will assure that contractors are going to be utilizing the drawings now that they have changed. Mr. Bosley said that when a subdivision goes to construction, the standard drawings are inserted into the plans, or a checklist references the standard drawings.

Councilmember English commented that it looks like a huge project, but it is the "nuts and bolts" that needs to happen. He noted that he appreciates that the City has professional staff that tunes into those things.

Mr. Bosley commented that the street cut policy is one of the next things that he will be reviewing. He has the policy from Post Falls as reference and they will compare and see if they can make improvements.

MOTION: Motion by Miller, seconded by English, that Council approve the updates to the Standard Drawings. Motion carried.

Item 3 Approval of Right-of-Way Easement for Avista Natural Gas Pipeline at 685 E. Kathleen Avenue (Honeysuckle Well)

Consent Calendar

Kyle Marine, Assistant Water Superintendent, presented a request for a right-of-way easement to be granted to Avista Corporation on the south side of the Honeysuckle Well parcel along E. Kathleen Avenue. Mr. Marine explained in his staff report that this site was originally intended to accommodate a future water reservoir, but, after further study last year, it was determined this would not be practical due to the high cost of building a reservoir at this location. Currently, Avista has a gas service that is feeding the Honeysuckle facility from N. Honeysuckle Dr. which splits the property almost in half. The purpose of the easement is to permit the gas line to be moved to the south. This is enable the City to liquidate the unused parcel in the future. There is no cost to the City for the proposed Right-of-Way easement. With the Right-of-Way easement, the parcel will be more appealing to any potential purchasers.

Councilmember Miller asked when they plan to liquidate the parcel. Mr. Marine said that they are making it available to other city department but they have steps to get through before they can get to that phase. They are still in the process of getting a price from a survey company and the company is at least 6 to 8 weeks away from being able to get to them. The first phase is moving the gas line over.

MOTION: Motion by English, seconded by Miller, that Council approve the right-of-way easement for Avista Corporation at 685 E. Kathleen Avenue. Motion carried.

Item 4 V-18-05: Vacation of a portion of alley right-of-way adjoining the easterly boundary of Lot 1 and the N ½ of Lot 2, Block A, Sanders Addition to the City of Coeur d'Alene

Consent Calendar

Dennis Grant, Engineering Project Manager, presented a request for council approval of the vacation of a portion of an alley right-of-way that adjoins the easterly boundary of the Morris property on 304 S. 11th Street. Mr. Grant explained in his staff report that the requested right-of-way was originally dedicated to the City of Coeur d'Alene in the Sanders Addition plat in 1890. The vacation of the requested right-of-way would not have any negative financial impact on the City and would add approximately 486 square feet to the County tax roll. Although a minor amount, it would be a benefit to the municipality as tax revenue and to the land owner whose lot adjoins the strip of usable property. The purpose of this request is to vacate a 6' foot strip of land to accommodate a garage structure and setback for the property owner. This would leave 16.37' feet of right-of-way for the alley. The Wastewater Department was contacted regarding access to the sewer main in the alley and gave approval of the vacation. All utility easements will remain in place. The Development Review Team was informed about this vacation.

Mr. Grant noted that there could be future vacation requests if the neighboring property owners so choose. He explained that most alleys downtown are 12 to 15 feet. This alley is approximately 22 feet. The 6 foot vacation request will accommodate the property owner and the City will still have 15 feet of alley access.

MOTION: Motion by English, seconded by Miller, that Council direct staff to proceed with the vacation process as outlined in Idaho Code Section 50-1306, and set a public hearing for August 21, 2018. Motion carried.

The meeting adjourned at 4:27 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: July 23, 2018
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: V-18-05, Vacation of a portion of alley right-of-way adjoining the easterly boundary of Lot 1 and the N ½ of Lot 2, Block A, Sanders Addition to the City of Coeur d'Alene.

DECISION POINT

Should the City vacate the portion of an alley right-of-way that adjoins the easterly boundary of the Morris property on 11th Street (304 S. 11th Street).

HISTORY

The requested right-of-way was originally dedicated to the City of Coeur d'Alene in the Sanders Addition plat in 1890.

FINANCIAL ANALYSIS

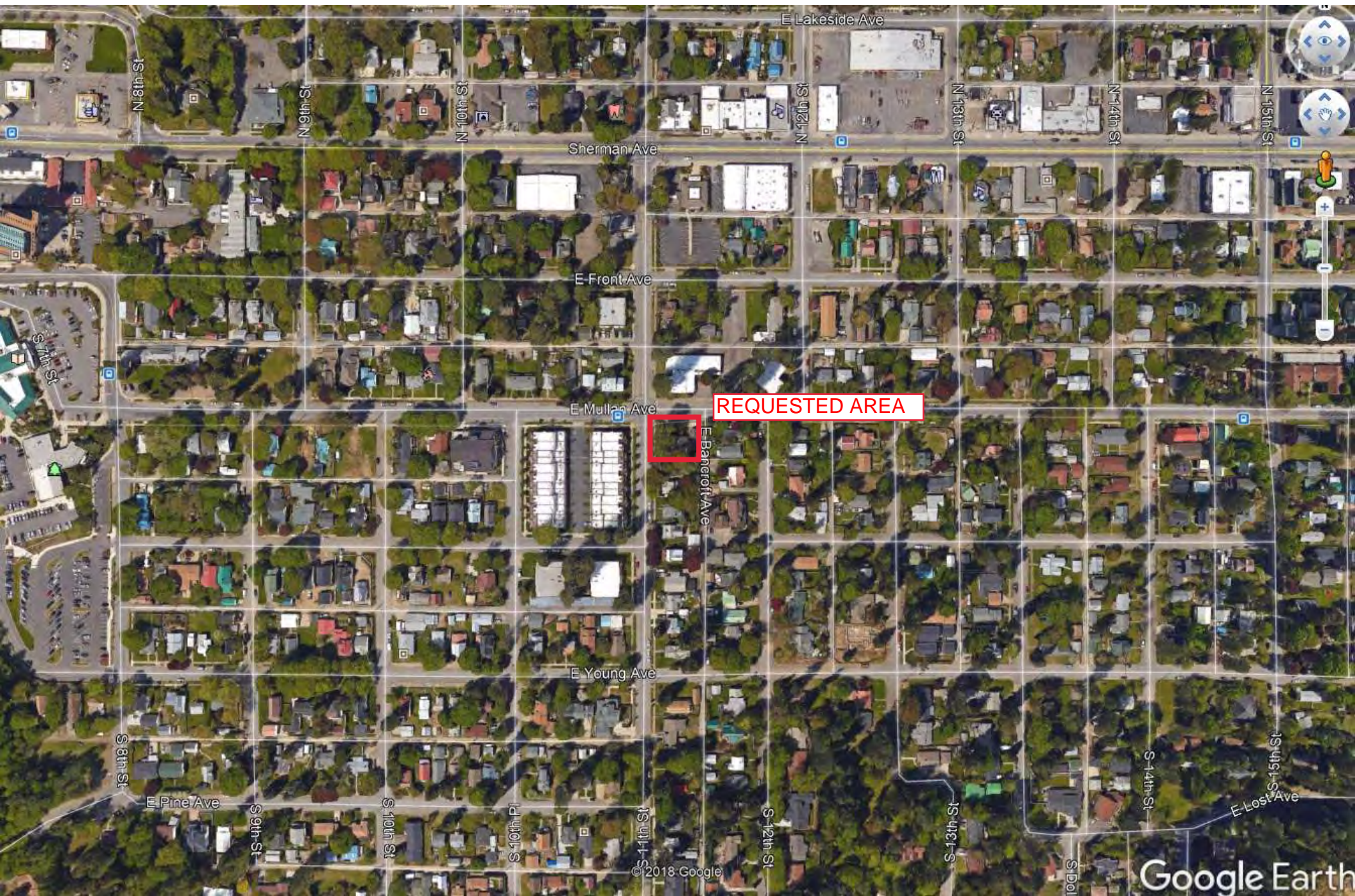
The vacation of the requested right-of-way would not have any negative financial impact on the City and would add approximately 486 square feet to the County tax roll. Although a minor amount, it would be a benefit to the municipality as tax revenue and to the land owner whose lot adjoins the strip of usable property.

PERFORMANCE ANALYSIS

The purpose of this request is to vacate a 6' foot strip of land to accommodate a garage structure and setback for the property owner. This would leave 16.37' feet of right-of-way for the alley. The Wastewater Department was contacted, regarding access to the sewer main in the alley and gave approval of the vacation. All utility easements will remain in place. The Development Review Team was informed about this vacation.

RECOMMENDATION

Council should proceed with the vacation process as outlined in Idaho Code Section 50-1306 and to recommend to the City Council the setting of a public hearing for the item on August 21, 2018.



11TH STREET

MULLAN AVENUE

LOT 1

PROPOSED
VACATION

FOUND
DRILL
STEEL

GRAPHIC SCALE



(IN FEET)
1 inch = 20 ft

VACATION EXHIBIT

FRAME & S METANA, PA
Consulting Engineers

603 North 4th Street, Coeur d'Alene, Idaho, 83814
Ph.(208)664-2121/Fax:(208)765-5502/Email:smetana@roadrunner.com

FS

SHEET
1 OF 1

SCALE: 1"=20'

DATE: 07/16/2018

FILE: S406-EXHIBIT

DATE: JULY 30, 2018

TO: MAYOR AND CITY COUNCIL

FROM: PLANNING DEPARTMENT

RE: SETTING OF PUBLIC HEARING DATE: AUGUST 21, 2018

Mayor Widmyer,

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

<u>ITEM NO.</u>	<u>REQUEST</u>	<u>COMMISSION ACTION</u>	<u>COMMENT</u>
SP-8-18	Requested Appeal Applicant: Miller Stauffer Location: 623 Wallace Avenue	Recommended Approval	Quasi-Judicial

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **August 21, 2018**

Request received by: MUNICIPAL SERVICES ALISON PALMER 6/27/18
 Department Name DEBRA / Employee Name AKERS / Date
 Request made by: AKERS / Phone
23968 S Weller Rd Worley, Mo 63076
 Address

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

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: MUNICIPAL SERVICES ALISON PALMER 6/27/18
 Department Name / Employee Name / Date

Request made by: GALE AKERS
 Name / Phone

2396B S Weller Rd Worley, ID 83876
 Address

The request is for: ☒ Repurchase of Lot(s)
☐ / Transfer of Lot(s) from GALE AKERS to CITY OF COA

Niche(s): _____
 Lot(s): 18, 19, _____, _____, _____ Block: 5 Section: K

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

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

Person making request is / Owner / Executor* / Other* SELLING BACK TO CITY + USING FUNDS TO PURCHASE OTHER LOTS + PAYING DIFFERENCE

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

Title transfer fee (\$ _____) attached**.
 **Request will not be processed without receipt of fee. Cashier Receipt No.: _____

ACCOUNTING DEPARTMENT Shall complete the following:

Attach copy of original contract.
Vonnice Jensen
 Accountant Signature

CEMETERY SUPERVISOR shall complete the following:

1. The above-referenced Lot(s) is/are certified to be vacant: ☒ Yes / ☐ No
2. The owner of record of the Lot(s) in the Cemtery Book of Deeds is listed as:
3. The ^{re}purchase price of the Lot(s) when sold to the owner of record was \$ 1000 per lot..
 This amount is then going towards different lots + an additional \$250
YMB 7/12/2018
 Supervisor's Init. Date per lot will be paid.

LEGAL/RECORDS shall complete the following:

1. Quit Claim Deed(s) received: / Yes / No.
- Person making request is authorized to execute the claim: _____
 Attorney Init. Date

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

 City Clerk's Signature Date

COUNCIL ACTION

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

CEMETERY SUPERVISOR shall complete the following:

Change of ownership noted/recorded in the Book of Deeds: / Yes / No
 Cemetery copy filed / ; original and support documents returned to City Clerk /

 Cemetery Supervisor's Signature Date

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

Request received by: Municipal Services Kelley Sellers 7.19.18
Department Name / Employee Name / Date
Request made by: Dawn Seivick 771.3977
Name / Phone
POB 5222 Stateline, NV 89449
Address

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

Lot(s): 0616, , , , , . Block: 5 Section: R1V

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

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

Vonnie L Jensen
Accountant Signature

Dawn Sevick

3. The purchase price of the Lot(s) when sold to the owner of record was \$ 1250⁰⁰ per lot.

MB
Supervisor's Init.

Date 7/19/2018

Person making request is authorized to execute the claim: Attorney Init. Date

City Clerk's Signature

Date _____

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

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.

CITY COUNCIL STAFF REPORT

DATE: August 7, 2018
FROM: Dennis Grant, Engineering Project Manager
SUBJECT: **SS-18-09, Sherman Five East: Final Plat Approval**

DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat document, a three (3) lot commercial subdivision.

HISTORY

- a. Applicant: Drew Dittman, PE
Lake City Engineering, Inc.
126 E. Poplar Avenue
Coeur d'Alene, ID 83814
- b. Location: North side of Sherman Avenue between 9th and 10th Street
- c. Previous Action:
 1. Preliminary plat approval, July 12, 2018

FINANCIAL ANALYSIS

There are no financial issues with this development.

PERFORMANCE ANALYSIS

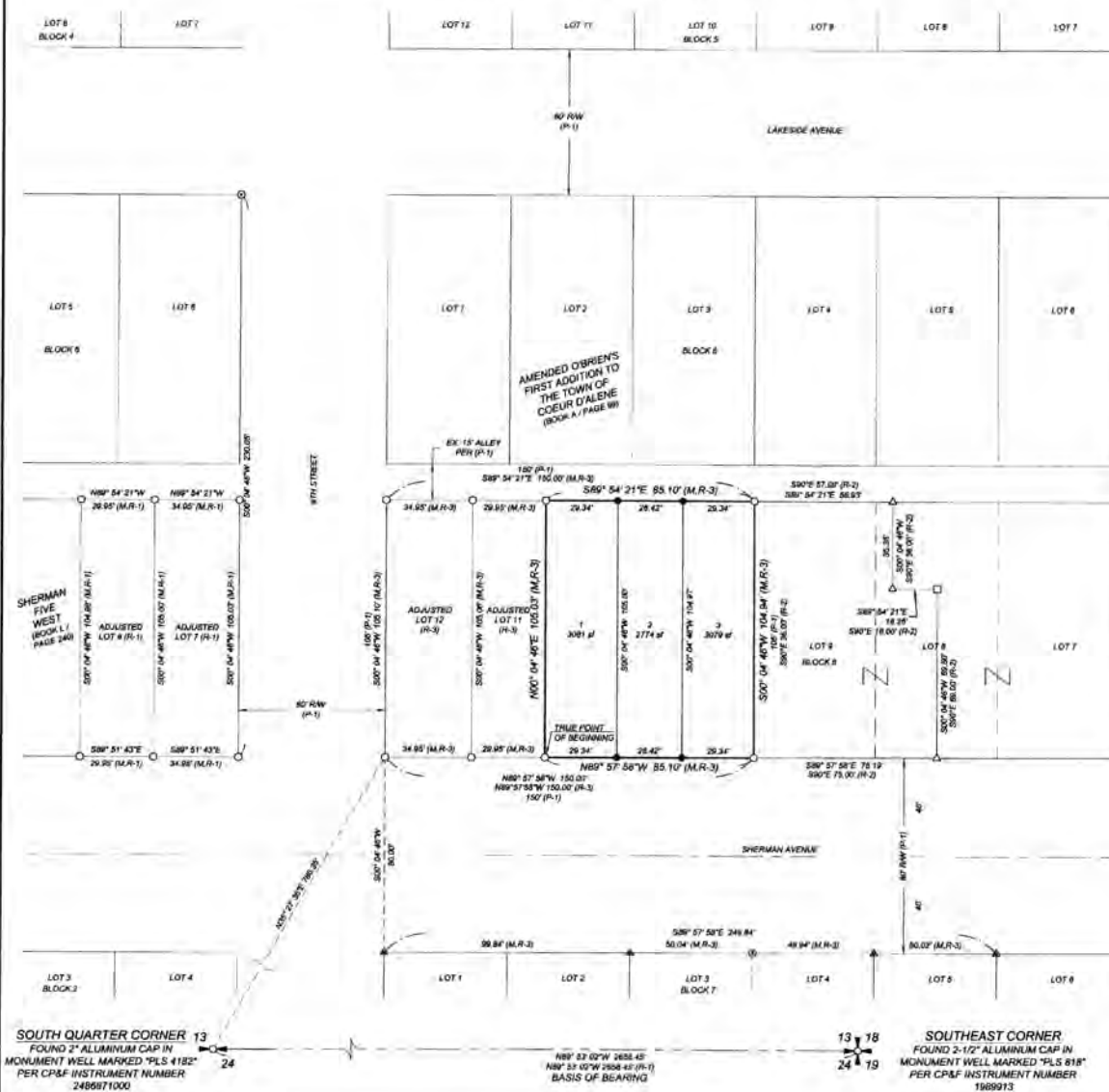
This commercial development is a re-plat of an existing single lot and a portion of another lot located in Coeur d'Alene. This subdivision created three (3) lots. There were three conditions that will be taken care of at the building permit stage; therefore, the document is ready for approval and recordation.

DECISION POINT RECOMMENDATION

City Council approval of the final plat document

BOOK: _____ PAGE: _____
INSTRUMENT NO: _____

A REPLAT OF LOT 10 AND A PORTION OF LOT 11, BLOCK 6, OF THE AMENDED PLAT OF O'BRIEN'S FIRST ADDITION TO THE TOWN OF COEUR D'ALENE
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS NORTH 89°37'02" WEST, SHOWN HEREON AND ON (H-1) AS THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, (DAVE).

NOTE

THESE WAS NO ATTEMPT MADE TO SHOW ALL OF THE PHYSICAL FEATURES OF THIS PROPERTY, NOR ANY EASEMENTS OF RECORD, EXCEPT FOR THOSE SHOWN HEREON

REFERENCE DOCUMENTS

- (#1) RECORD OF SURVEY BOUNDARY LINE ADJUSTMENT PREPARED BY LAKE CITY ENGINEERING AND FILED AT BOOK 30 OF SURVEYS, PAGE 126; RECORDS OF KOOTENAI COUNTY, IDAHO.
- (#2) RECORD OF SURVEY PREPARED BY MICHAEL ENGINEERING AND SURVEY AND FILED AT BOOK 4 OF SURVEYS, PAGE 378; RECORDS OF KOOTENAI COUNTY, IDAHO.
- (#3) RECORD OF SURVEY BOUNDARY LINE ADJUSTMENT PREPARED BY LAKE CITY ENGINEERING AND FILED AT BOOK 30 OF SURVEYS, PAGE 100; RECORDS OF KOOTENAI COUNTY, IDAHO.
- (#4) AMENDED PLAT OF O'BRIEN'S FIRST ADJUNCTION PREPARED BY J. W. EDWARDS AND FILED AT BOOK 4 OF PLATS, PAGE 88; RECORDS OF KOOTENAI COUNTY, IDAHO.

LEGEND

- | | | |
|--|-------|-------------------|
| ● SET 5/8" x 24" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 4182" | ----- | ORIGINAL LOT LINE |
| □ FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 4182" | ----- | ADJUSTED LOT LINE |
| ○ FOUND 5/8" REBAR WITH NO CAP | ----- | ADJACENT LOT LINE |
| □ FOUND 1/2" REBAR WITH NO CAP | ----- | CENTER LINE |
| ▲ FOUND 1" IRON PIPE | ----- | SECTION LINE |
| △ FOUND 3/4" BRON PIPE | ----- | |
| △ CALCULATED POINT, NOTHING FOUND ON SET | | |



CHECKED BY:	DES
DRAFTED BY:	WAG
SCALE	1" = 30'
DATE:	05/21/2014
JOB NO:	LCE17-126

A REPLAT OF LOT 10 AND A PORTION OF LOT 11, BLOCK 6, OF THE AMENDED PLAT OF O'BRIEN'S FIRST ADDITION TO THE TOWN OF COEUR D'ALENE
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

THIS PLAT HAS BEEN ACCEPTED AND APPROVED BY CITY COUNCIL OF THE CITY OF COLORADO SPRINGS
DATED THIS _____ DAY OF _____ 20__

CITY OF COEUR D'ALENE - CITY ENGINEER

THIS PLAT WAS RECORDED AT THE REQUEST OF MALLER DEVELOPMENT GROUP, LLC FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO, THIS _____ DAY OF _____, 20____, AT _____ M IN BOOK _____ OF PLATS, PAGE _____, AS INSTRUMENT NUMBER _____.

 REC'D

DEPUTY CLERK
WM BRANNOW, KOOTENAI COUNTY CLERK

HEREBY CERTIFY THAT THE TAXES DUE FOR THE PROPERTY DESCRIBED IN THE OWNERS CERTIFICATE AND
DEDUCTION HAVE BEEN PAID THROUGH _____, 20____.

DATED THIS _____ DAY OF _____, 20____.

STODOLNAT COUNTY TREASURER

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 30, CHAPTER 13 HAVE BEEN SATISFIED BASED ON A REVIEW BY A QUALIFIED LICENSED PROFESSIONAL ENGINEER (AUGUS REPRESENTING CITY OF COEUR D'ALENE AND THE CITY OF APRIL) OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPROVED ON THE PROJECT. THE SANITARY RESTRICTIONS HAVE BEEN COMPLETED AND SERVICES CERTIFIED AS AVAILABLE. SANITARY RESTRICTIONS MAY BE REQUIRED, IN ACCORDANCE WITH SECTION 90-13X, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.



SCALE 10 = 100%

HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREIN PLAT AND CHECKED THE PLAT COMPUTATIONS AND HAVE DETERMINED THAT THE REQUIREMENTS OF THE STATE CODE PERTAINING TO PLATS AND SURVEYS HAVE BEEN MET.



DATE	DAY OF	20
------	--------	----

DAVID SCHULMAN, PROFESSIONAL LAND SURVEYOR #182, STATE OF IDAHO, DO HEREBY CERTIFY THAT THE PLAT OF THE SHEWMAN FIVE EAST IS BASED UPON AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED HEREIN DONE BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT ALL CORNERS WILL BE SET, AS SHOWN ON THIS PLAT, ON OR ABOUT ONE YEAR FROM RECORDING OF THIS PLAT, IN ACCORDANCE WITH IDAHO CODE 50-1331 & 50-1333.

5/24/18
Adrian K. Kinnison
SOUTH INTERIOR CO. CO.

BE IT FURTHER KNOWN BY THESE PRESENTS THAT MILLER DEVELOPMENT GROUP, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, DOES HEREBY CERTIFY THAT IT OWNS AND HAS LAID OUT THE LAND EMBRAVED WITHIN THIS PLAT TO BE KNOWN AS SHEWMAH FIVE EAST BEING A REPLAT OF LOT 19 AND A PORTION OF LOT 11, BLOCK 8, OF THE AMERGED PLAT OF CHENEYS FIRST ADDITION TO THE TOWN OF COLEBURN DALLINE AS RECORDED IN BOOK 4 OF PLATS, PAGE 60 RECORDS OF KOOTENAI COUNTY, IDAHO, 1 VINO IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 30 NORTH, RANGE 6 WEST, 3RD MERIDIAN, CITY OF COLEBURN DALLINE, KOOTENAI COUNTY, IDAHO AND BEING MORE

COMMENCING AT THE SOUTHWEST CORNER OF LOT 12, BLOCK 6, OF SAID AMENDED PLAT OF OTHERS FIRST ACQUISITION TO THE TOWN OF COEUR D'ALENE, SAID POINT MARKED BY A 3/8 INCH REBAR WITH YELLOW PLASTIC CAP LOCATED "9 L 8 INET", FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 13 BEARS SOUTH 37°27'23" WEST 178.363 FEET, THENCE ALONG THE NORTH BRIGHT OF WAY OF BUREMAN AVENUE, SOUTH 87°17'08" EAST 84.90 FEET TO A 3/8 INCH REBAR WITH YELLOW PLASTIC CAP MARKED "9 L 8 INET", SAID TRUE POINT OF BEGINNING.

[illegible]

WATER SUPPLY FOR THIS PLAT IS TO BE SUPPLIED BY THE CITY OF COEUR D'ALENE. DOMESTIC WATER FOR THIS PLAT IS TO BE SUPPLIED BY THE CITY OF COEUR D'ALENE.

BY: DANIEL F. STUBBS, MEMBER
IN LIFE DEVELOPMENT GROUP LLC

STATE OF OHIO,)
COUNTY OF NOCTENA,) ss
I, DANIEL F. STUBBS, AS A MEMBER OF MILLER DEVELOPMENT GROUP, L.L.C. IN THE YEAR 20____, DAY OF _____

STANDARDIZATION

THE COMMISSION / POWER ON



120 E MOPLAH AVENUE
COEUR D'ALENE, IDAHO 83814

CHECKED BY:	JES
UNPAID BY:	WAL
SCALE:	NA
DATE:	05/27/2018
BOOK NO:	LCDFP-108.1

RESOLUTION NO. 18-038

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE BELOW MENTIONED AGREEMENTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE, INCLUDING APPROVAL OF AN ADMINISTRATIVE SERVICE AGREEMENT AND BUSINESS ASSOCIATE AGREEMENT WITH PSP ADMINISTRATION, LLC, (PEAK 1 ADMINISTRATION) FOR THE THIRD PARTY ADMINISTRATION OF THE CITY'S FLEXIBLE SPENDING ACCOUNT; APPROVAL OF TRANSFER OF RIGHT-OF-WAY TO IDAHO TRANSPORTATION DEPARTMENT AT THE INTERSECTION OF US-95 AND WALNUT AVENUE; APPROVAL OF STANDARD DRAWING UPDATES; APPROVAL OF RIGHT-OF-WAY EASEMENT FOR AVISTA NATURAL GAS PIPELINE AT 685 E. KATHLEEN AVENUE (HONEYSUCKLE WELL), AND APPROVAL OF FINAL PLAT, SUBDIVISION IMPROVEMENT AGREEMENT, AND SECURITY FOR SHAPORDA TRACTS (SS-18-05).

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

- A) Approval of an Administrative Service Agreement and Business Associate Agreement with PSP Administration, LLC, (Peak 1 Administration) for the Third Party Administration of the City's Flexible Spending Account;
- B) Approval of transfer of right-of-way to Idaho Transportation Department at the Intersection of US-95 and Walnut Avenue;
- C) Approval of Standard Drawing updates;
- D) Approval of right-of-way Easement for Avista natural gas pipeline at 685 E. Kathleen Avenue (Honeysuckle Well);
- E) Approval of Final Plat, Subdivision Improvement Agreement, and Security for Shaporda Tracts (SS-18-05);

AND

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements or other actions for the subject matter, as set forth in substantially the

form attached hereto as Exhibits “A” through “E” and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements or other actions so long as the substantive provisions of the agreements or other actions remain intact.

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

DATED this 7th day of August, 2018.

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 EVANS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

Date: August 7, 2018

To: Mayor Widmyer and the City Council

From: Melissa Tosi, Human Resources Director

Re: Third Party Administration for Flexible Spending Account

Decision Point: City Council is requested to approve an Agreement with Peak1 Administration, LLC. (Peak1), for the Third Party Administration (TPA) of the City of Coeur d'Alene's Flexible Spending Account (FSA).

History: The City of Coeur d'Alene has used Magnuson, McHugh & Company, P.A. (MM&Co.) for our Flexible Spending Account TPA for over thirty years. Recently, MM&Co. has made the decision to no longer administer Employee Benefit Plans.

After reviewing multiple proposals, and receiving a favorable recommendation from MM&Co., I believe it is in the best interest of the City, and our employees, to transition to Peak1 at the beginning our 2018-2019 fiscal year. Peak1 has a local office in Coeur d'Alene and has administered Employee Benefit plans for over 15 years. Additionally, Teresa Espe, Account Specialist with MM&Co. has transferred employment to Peak1 and will continue to oversee the FSA and work directly with our enrolled employees.

Financial:

Currently with MM&Co., the City is paying a flat fee of \$660 per month (\$7,920 annually). Peak1 has agreed to a \$250 annual renewal service fee plus a \$3.95 per month fee for each employee participating. In the current 2017-2018 fiscal year, we have 86 employees enrolled in the FSA plan. Comparing the two TPA's using current enrollment numbers, the annual cost with Peak1 would be \$4,326 annually, an approximate savings of \$3,593 annually.

Performance Analysis:

Transitioning to a new TPA is necessary due to MM&Co. no longer administering the FSA plan. Additionally, switching to Peak1 will lower the overall cost to administer the plan. Peak1 is a local company that prides itself in both technology and customer service and has many years of experience administering Employee Benefit plans.

The Agreements required by Peak1 to administer the FSA plan for the City are the Administrative Services Agreement, which details the scope of the duties and responsibilities to administer the benefit, and the Business Associate Agreement, in order to comply with privacy and security standards.

Decision Point/Recommendation:

The Council is requested to approve an Agreement with Peak1 Administration, LLC., for the Third Party Administration of the City of Coeur d'Alene's Flexible Spending Account.



ADMINISTRATIVE SERVICES AGREEMENT

City of Coeur d'Alene

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ADMINISTRATIVE SERVICES AGREEMENT

THIS AGREEMENT, effective as of October 1, 2018, by and between City of Coeur d'Alene, a ("Client") and PSP Administration, LLC, an Idaho limited liability company ("PSP").

RECITALS

1. The Client desires to engage PSP to perform certain administrative and recordkeeping services described in this Agreement for Client.
2. PSP has agreed to perform for Client the administrative and recordkeeping services described in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and any attached exhibits and appendices, the Client and PSP agree as follows:

ARTICLE I. INTRODUCTION

1.1 Effective Date and Term

This Agreement is effective as of 10/1/18 ("Effective Date") and will continue until terminated by either party in accordance with Article 5.7 of this Agreement. Each Appendix attached to this Agreement is incorporated into and made a part of this Agreement. An Appendix may have a later effective date than this Agreement to the extent that Client and PSP agree to the terms set forth in the Appendix after the Effective Date of this Agreement.

1.2 Scope of Undertaking-Generally

PSP will perform the administrative responsibilities described in this Agreement, including any Appendices which are attached to and part of this Agreement. Client reserves to itself authority over all discretionary matters and decisions pertaining to any employee benefit plan to which this Agreement pertains. PSP will not be the named fiduciary, plan administrator, trustee or custodian of any employee benefit plan to which this Agreement pertains. Client acknowledges that PSP is not an accounting or law firm and no services provided by PSP will constitute or be construed as tax or legal advice.

1.3 Definitions

The following definitions will apply to this Agreement and its Appendices, unless a term is defined differently in an Appendix:

- (a) Code - means the Internal Revenue Code of 1986 and regulations thereunder, as amended from time to time.
- (b) COBRA - means the Consolidated Omnibus Budget Reconciliation Act of 1985 (as it appears in the Code and ERISA) and regulations thereunder, as amended from time to time.
- (c) ERISA - means the Employee Retirement Income Security Act of 1974 and regulations thereunder, as amended from time to time.
- (d) Fiduciary – means Plan Administrator, Client as the Named Fiduciary in the Plans, and any other person who satisfies the definition of "fiduciary" under ERISA.
- (e) HIPAA - means the Health Insurance Portability and Accountability Act of 1996 and regulations thereunder, as amended from time to time.
- (f) Named Fiduciary – is a term described in Section 402(a)(1) of ERISA that is applicable to the Plans subject to ERISA and means Client.
- (g) Plan Administrator – means Client.

ARTICLE II. PSP's RESPONSIBILITIES

PSP will perform the responsibilities described in this Article II and any additional responsibilities delegated to PSP in the Appendices which are attached to and part of this Agreement.

2.1 Recordkeeping

PSP will maintain its usual and customary books, records, and documents, including electronic records related to the administrative services it performs pursuant to this Agreement for the lesser of the term of this Agreement or eight (8) years following the date the record was created, or received by PSP. During this retention period, with reasonable prior written notice to PSP, Client has the right to access these documents at PSP's offices at a mutually agreed upon time during normal business hours. PSP will deliver copies of all books, records and documents in its possession to Client or its designee as soon as possible, but no later than thirty (30) days after receipt of a written request from the Client. Client will pay the reasonable charges of PSP for compilation, duplication and transmission of such records.

2.2 Bonding

In accordance with applicable law, PSP will maintain a fidelity bond covering its employees who handle Benefit Plan contributions provided to PSP by Client in accordance with the terms of this Agreement. This bond covers the handling of such funds from dishonesty, theft, forgery or alteration, and unexplained disappearance.

2.3 Care and Diligence

PSP will exercise the same standard of reasonable care and due diligence in the exercise of its powers and the performance of its duties under this Agreement as would be exercised by an entity providing services similar to those provided by PSP under this Agreement. If PSP makes any payment under this Agreement to an ineligible person, or if more than the correct amount is paid, PSP will make a diligent effort to recover any payment, unrelated to inaccurate or untimely information that it makes to, or on behalf of, an ineligible person or any overpayment in accordance with applicable guidelines. However, PSP will not be liable for such payment unless PSP would otherwise be liable under another provision of this Agreement. It will not be considered a breach of this Agreement if PSP refuses to perform services generally required under this Agreement if the manner in which Client desires such services to be performed requires material changes to PSP's standard operating procedures.

2.4 No Liability for Claims and Expenses

PSP does not insure or underwrite the liability for payment of claims under the Benefit Plan and is not financially responsible for the claims and/or expenses incident to the Benefit Plans. PSP has no duty or obligation to defend or pay any costs associated with any legal action or proceeding brought pertaining to eligibility for coverage or to recover benefits under the Benefit Plans. PSP will, however, provide to Client and/or Client's legal counsel, upon request and subject to any limitations described in this Agreement or under applicable law, documentation in PSP's possession pertaining to such claim for benefits and/or expenses.

2.5 Non-Discretionary Duties; Additional Duties

The services to be performed by PSP under this Agreement are ministerial in nature and will generally be performed within the frameworks and policies established by Client. PSP does not have and will not exercise discretionary control over the Benefit Plans or any assets of the Benefit Plans. PSP and Client may agree to additional duties in writing as may be specified in the applicable Services Appendices from time to time.

2.6 Third Party Vendors

PSP may contract with one or more third parties for purposes of assisting PSP with the fulfillment of its duties and responsibilities under this Agreement. PSP will indemnify Client and hold its officers, directors and employees harmless from any claim, demand, or expense arising from the intentional and/or grossly negligent act or omission of such third party if PSP had actual knowledge of such negligent act or omission and failed to take steps to remedy it.

2.7 Customer Service and Electronic Administrative Services

PSP will provide certain electronic administrative services. PSP will not be in default of this Agreement, nor held responsible for, any cessation, interruption, or delay in the performance of its obligations under this Agreement due to events substantially beyond its control, including, but not limited to, acts of God, acts of a public enemy or governmental body in its sovereign capacity, war, fire, floods, strikes, epidemics, quarantine restrictions, civil unrest or riots, freight embargoes, unusually severe weather, breakdown of telephone, computer or automated mailing equipment (other than a breakdown of telephone, computer or automated mailing equipment owned by or under the control of PSP) or if either party is notified by a state or federal regulatory body or by any card issuing association (e.g., VISA® or MasterCard® International) that any aspect of this Agreement does not comply with any applicable law, regulation, rule, policy, or order applicable to such party. The affected party will give the other party prompt written notice to that effect. Lack of funds by either party will not excuse timely performance. The party so affected will use commercially reasonable efforts to avoid or remove such causes of non-performance or delay, and will continue performance hereunder with reasonable dispatch whenever such causes are removed.

2.8 Indemnification by PSP

PSP will indemnify Client and hold its officers, directors and employees harmless from and against all loss, liability, damages, expenses, reasonable attorneys' fees or other obligations, except punitive damages, resulting from, or arising out of the gross negligence of PSP that results in a breach by PSP of the standard of care set forth in Article 2.3 in this Agreement and then only to the extent permitted under Article 2.4 in this Agreement. However, in no event will PSP indemnify Client for Benefit Plan payments for which Client may become liable unless, and to the extent, such benefit payment would not have arisen but for PSP's breach of its standard of care as set forth in this Agreement.

ARTICLE III. CLIENT'S RESPONSIBILITIES

Client will be responsible for the obligations described in this Article III, any additional obligations described in the Appendices attached to this Agreement and any obligations not specifically delegated to PSP under Article II of this Agreement.

3.1 Provide Information to PSP

Client will furnish the information that PSP determines is pertinent to fulfilling its responsibilities under this Agreement in the time and in the manner agreed to by Client and PSP. Client agrees that PSP may rely on all information provided to PSP as complete and accurate and PSP will have no duty to question the completeness or accuracy of such information. Client understands that PSP cannot accurately perform its duties under this Agreement without accurate and timely information. Client will be solely responsible for any liability arising from or related to inaccurate and/or untimely information provided to PSP by or on behalf of Client (or any third party who has provided information to PSP). Client acknowledges PSP may, at its option, charge an additional fee if PSP performs additional processing as a result of inaccurate or untimely information.

3.2 Compliance Reporting

Client will be responsible for preparing, distributing and filing all government reports, returns and other communications required by applicable law.

3.3 Medicare Secondary Payer Rules Compliance

To the extent applicable, Client will provide to PSP, all information required to report information consistent with the Medicare Secondary Payer Rules in the manner and intervals designated by PSP.

3.4 Fidelity Bond

Client will maintain a fidelity bond meeting the minimum requirements of ERISA and other applicable law.

3.5 Processing Claims Requests

Client will be responsible for processing any claims for benefits received prior to the Effective Date and (including any run-off claims submitted after the Effective Date) and maintaining legally required records of, or pertaining to, Prior Reimbursement Requests and Prior Administration sufficient to comply with applicable law (e.g., IRS substantiation).

3.6 FMLA Determinations

Client will make determinations regarding FMLA, including, but not limited to, whether FMLA applies. PSP will not make determinations regarding FMLA. Furthermore, PSP will be entitled to rely upon the information provided by Client and is under no obligation to independently verify such information.

3.7 Continuation Law Compliance

Unless Client, Plan Administrator, and PSP have entered a Continuation Services Agreement Addendum, Client will comply with the applicable provisions of COBRA and state continuation laws, including, but not limited to, providing qualified beneficiaries covered by the Plans with initial COBRA notices, notices upon a qualifying event, notices of unavailability, termination notices, and other information concerning COBRA elections.

3.8 QMCSO Compliance

Plan Administrator will be responsible for all aspects of compliance with Section 609(a) of ERISA regarding qualified medical child support orders ("QMCSO"), including, not limited to, establishing QMCSO procedures and determining whether a medical child support order is "qualified." Plan Administrator shall provide notice to PSP of any Covered Individuals covered under the Plan by virtue of a QMCSO and of any Covered Individuals who cease to be covered under the Plan by virtue of the expiration of a QMCSO. PSP will be entitled to rely upon the information provided by Plan Administrator pertaining to QMCSOs.

3.9 Fees

In consideration for the services provided by PSP consistent with this Agreement, Client will timely pay to PSP the applicable compensation and fees in accordance this Agreement.

3.10 Indemnification by Client

Client will indemnify and hold harmless PSP, its officers, directors and employees (collectively "PSP Indemnitees") from and against all losses, penalties, liabilities, damages, expenses, or other obligations, including reasonable attorneys' fees, resulting from, or arising out of a claim, demand, judgment, settlement agreement, regulatory action or proceeding, or lawsuit not directly attributable to the gross negligence of a PSP Indemnitee or a breach by PSP of the standard of care set forth in Article 2.3 in this Agreement. In addition, Client will indemnify and hold harmless PSP and PSP Indemnites from and against any liability, expense, demand or other obligation resulting from any premium charge, tax, penalty or similar assessment arising from or related to the Benefit Plans.

3.11 Determination of Employee Status

Client is responsible for determining whether, and to what extent, individuals are "employees," of Client as defined in the Code. PSP will not be held liable for, and Client will indemnify and hold PSP harmless from, any and all damages, fines, penalties, or taxes which may be imposed as a result of the status of Client as a professional Client organization (PEO) or of any individual's status as an "employee."

ARTICLE IV. COMPENSATION

4.1 Service Charges

- (a) The applicable services charges and fees for the services performed by PSP in accordance with this Agreement are stated below and in the applicable Services Appendices:

- (b) Client expressly directs PSP to pay any fee, cost or charge then due to the PSP prior to application of funds to payment of claims or any other costs arising out of any Benefit Plan or subject matter of this Agreement. Client specifically directs that all funds provided to PSP under this Agreement will be disbursed in the following order: First to pay PSP Service Charges and fees, costs and related expenses incurred by PSP and second, to pay benefit claims arising under the respective Benefit Plan.
- (c) Section 5.12 notwithstanding, PSP may change the Service Charges for any reason at the beginning of each twelve (12)-month period beginning with the Effective Date set forth in Article 1.1 of this Agreement, provided that PSP notifies Client of such changes at least thirty (30) days before the beginning of such twelve (12)-month period. In addition, PSP may revise the Service Charges during the twelve (12)-month period, upon thirty (30) days prior written notice to Client, if changes to the Benefit Plans are made (regardless of the reason) that materially revise the nature or volume of the services contemplated by this Agreement.
- (d) Service charges will be assessed for any month during which services are performed or suspended pursuant to Section 5.9.
- (e) Interest will accrue on Service charges that have not been paid within thirty (30) days of the invoice date at the lesser of an interest rate of twelve percent (12%) annually, or the maximum interest rate permitted under applicable law. As part of its service fee, PSP will be entitled to retain any interest earned on funds held by PSP on Client's behalf in accordance with the terms of this Agreement.

4.2 Payment of Charges

All amounts due under this Agreement will be determined by PSP and billed to Client monthly, except as otherwise agreed by the Client and PSP, or as otherwise set forth in the Services Appendices. In addition to the Service Charges payable to PSP under this Agreement, Client will promptly pay PSP for any costs or expenses incurred by PSP related to (a) Client's failure to sufficiently fund claims, and/or (b) collection of amounts due PSP. For example, PSP may deduct the applicable Service Charges from any bank account that the Client is required to establish and maintain in accordance with this Agreement. All service charges are due on the date set forth in the invoice.

ARTICLE V. GENERAL PROVISIONS

5.1 Provisional Payment

PSP may transmit credit entries through ACH. A credit given by the Receiving Depository Financial Institution ("RDFI") to the Client is provisional until the RDFI has received final settlement through a Federal Reserve Bank or has received payment as provided under Section 4A-403(a) of the Uniform Commercial Code. If the RDFI does not receive such payment for the credit entry, the RDFI is entitled to a refund from the Client in the amount of the credit to the Client's account, and PSP will not be considered to have paid the amount of the credit entry to Client. The rights and obligations of the parties pertaining to ACH transactions will be governed by and construed in accordance with the laws of the State of Utah, without giving effect to any conflicts of law principles.

5.2 Limitation on Damages

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE MAXIMUM TOTAL LIABILITY OF PSP TO CLIENT WILL BE LIMITED TO DIRECT MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED THE LESSER OF: (A) THE TOTAL AMOUNT PAID BY CLIENT FOR THE DEFECTIVE SERVICE CAUSING THE DAMAGE DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE LOSS; OR (B) \$10,000. THIS REMEDY IS CLIENT'S SOLE AND EXCLUSIVE REMEDY.

PSP WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, PENALTIES OR TAXES EVEN IF PSP HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. PSP WILL NOT BE RESPONSIBLE FOR FAILURE TO PROVIDE SERVICES IF DUE TO ANY CAUSE OR CONDITION BEYOND THE REASONABLE CONTROL OF PSP.

5.3 Audits

Client, at its sole expense, may perform no more than one (1) audit each calendar year of the records in the possession of PSP specifically related to PSP's performance of its duties under this Agreement, subject to reasonable prior written notice to PSP. Audits must be performed during normal working hours established by PSP. An agent of Client may perform audits provided such agent signs a confidentiality agreement acceptable to PSP. Each party will provide such additional information and reports, in the usual format it maintains such requested information and reports, as the other party will reasonably request. PSP will be entitled to receive copies of the draft and final audit reports and will have the right to review and comment on audit findings prior to or simultaneous with the release of such report to Client. A Copy of PSP's comments will accompany the final audit report. Each party will provide reasonable assistance and information to the auditors. Client will reimburse PSP for PSPs' reasonable expenses, including copying and labor costs, in assisting Client to perform the audit.

5.4 Non-Disclosure of Proprietary Information

Client and PSP each acknowledge that as a result of entering into this Agreement, each party has, and will continue to reveal and disclose to the other party, information that is proprietary and/or confidential. Client and PSP each will: (a) keep such proprietary and/or confidential information of the other party in strict confidence; (b) not disclose confidential information of the other party to any third parties or to any of its employees not having a legitimate need to know such information; and (c) will not use confidential information of the other party for any purpose not directly related to and necessary for the performance of its obligations under this Agreement (unless required to do so by a court of competent jurisdiction or a regulatory body having authority to require such disclosure). For purposes of this Article, confidential information is any information identified as confidential and/or proprietary (or words of similar import); including, but not limited to, the parties' respective businesses or finances. The terms and conditions of this Section will survive the termination of this Agreement. Information revealed or disclosed by a party for any purpose not directly related to and necessary for the performance of such party's obligations under this Agreement will not be considered confidential information for purposes hereof: (i) if, when, and to the extent such information is or becomes generally available to the public without the fault or negligence of the party receiving or disclosing the information; or (ii) if the unrestricted use of such information by the party receiving or disclosing the information has been expressly authorized in writing and in advance by an authorized representative of the other party.

5.5 Disclosure of Individually Identifiable Health Information

Both parties agree to the additional limitations and conditions set forth in any HIPAA Confidentiality Appendix with respect to Covered Individuals' health information created or received by PSP in the course of performing its obligations under this Agreement. If there is a conflict between this Agreement and the HIPAA Confidentiality Appendix, the HIPAA Confidentiality Appendix will control but only with respect to the subject matter of the HIPAA Confidentiality Appendix.

5.6 Notices and Communications

All notices required or permitted to be given in this Agreement will be in writing and delivered by confirmed facsimile; by guaranteed overnight mail, with tracing capability; by first class United States mail, with postage prepaid; or by email addressed to the other party at their respective addresses as set forth in the Contacts Appendix. PSP may communicate confidential, protected, privileged or otherwise sensitive information to Client through a named contact designated by Client ("Named Contact"). Client will indemnify PSP and hold it harmless for any such communications directed to Client through the Named Contact attempted via facsimile, mail, telephone, e-mail or any other media, and acknowledges the possibility that such communications may be inadvertently misrouted or intercepted.

5.7 Termination of Agreement

- (a) Either party may terminate all, or part of this Agreement, for any reason subject to at least thirty (30) days prior written notice. This Agreement, however, will automatically terminate on the earliest of the following dates:
 - i. The date that all Benefit Plans for which related services are provided under this Agreement have been terminated, or if later, the date Client notifies PSP all Benefit Plans have been terminated;
 - ii. The date that Client becomes insolvent, bankrupt, subject to liquidation or conservatorship or receivership; or
 - iii. The effective date of the termination of the Business Associate Agreement between the parties.
- (b) PSP at its option may terminate this Agreement immediately upon written notice to Client effective as of the last day of the last period for which Client paid PSP the applicable service charges in accordance with the terms of this Agreement, if PSP determines that Client failed to make timely payments pursuant to this Agreement.

Termination of this Agreement will not terminate the rights or obligations of either party arising out of a period prior to such termination.

5.8 Dispute Resolution Procedure

- (a) If either PSP or Client determines in good faith that a breach or dispute is sufficiently serious, the parties agree to attempt to resolve the breach or dispute in good faith and take remedial action to resolve it. If a dispute involving a material breach or violation of the terms of this Agreement is not successfully resolved by good faith remedial action or affirmative steps to cure the problem within thirty (30) days after the receipt of the written notice of the breach, the non-breaching party may elect to terminate this Agreement pursuant to Section 5.7.
- (b) Parties may also elect to follow an informal dispute resolution process by pursuing discussions between designees and their management and other normal business channels. Either party will have the right to seek immediate injunctive relief in the event of a violation of the confidentiality obligations or a breach of such party's intellectual property rights by the other party.

5.9 Suspension of Services

PSP may, at its sole option upon written notice to Client, suspend its performance under this Agreement if Client does not timely and fully: (a) fund the claims for benefits processed by PSP; or (b) pay the fees and other charges due PSP pursuant to this Agreement, including for example overdraft fees and costs of collection. The fees payable to PSP under this Agreement will continue to accrue during the suspension period.

5.10 Interpretations

The parties acknowledge and agree that both the rule of construction, to the effect that any ambiguities are resolved against the drafting party, and the terms and provisions of this Agreement, will be construed fairly as to all parties to this Agreement and not in favor of or against a party, regardless of which party was generally responsible for the preparation of this Agreement.

5.11 Compliance; Non-Waiver

Failure by Client or PSP to insist upon strict performance of any provision of this Agreement will not modify such provision, render it unenforceable, or waive any subsequent breach. No waiver or modification of any of the terms or provisions of this Agreement will be valid unless in each instance the waiver or modification is accomplished pursuant to a written amendment signed by the authorized representatives of PSP and Client.

5.12 Assignment; Amendment

Except as otherwise provided in this Agreement, neither party can assign this Agreement without the other party's written consent, except that a tax affiliate (as defined in Section 414(b or c) of the Code) of PSP or Client may assume the respective obligations under this Agreement. This Agreement may be amended only by written agreement of duly authorized representatives of PSP and Client.

5.13 Entire Agreement; Severability; Headings

This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Agreement will affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement. If a court declares any term of this Agreement invalid, the same will not affect the validity of any other provision, provided that the basic purposes of this Agreement are achieved through the remaining valid provisions. The headings of sections and subsections contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

5.14 Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of Idaho, without giving effect to any conflicts of law principles.

5.15 No Third Party Beneficiaries

Nothing express or implied in this Agreement is intended to confer, nor will anything in this Agreement confer, upon any person other than Client, PSP and their respective successors or assigns, any rights, remedies or obligations whatsoever.

5.16 Relationship of the Parties

PSP is, and will remain, an independent contractor and will not be an employee or partner of Client, engaged in a joint venture with Client, or governed by any legal relationship other than that of independent contractor.

5.17 Force Majeure

PSP will not be in default of this Agreement, nor held responsible for, cessation, interruption or delay in the performance of its obligations under this section due to causes beyond its control such as natural disasters, or the inability to obtain sufficient materials or services required in the conduct of its services such as internet access.

5.18 Survival

The indemnity, confidentiality and privacy provisions of this Agreement will survive any termination or expiration of this Agreement termination.

5.19 Counterparts

The parties may execute this Agreement in two or more counterparts each of which will constitute an original and all of which together will constitute one instrument.

IN WITNESS WHEREOF, Client and PSP have caused this Agreement to be executed in their names by their undersigned officers, the same being duly authorized to do so.

PSP

Client

Signature

Signature

Title

Title

Date

Date

608 Northwest Boulevard, Suite 200
Street

Street

Coeur d'Alene, ID 83814
City/State/Zip Code

City/State/Zip Code

BENEFIT PLAN SERVICES APPENDIX

The Client has established the following employee benefit plans for which it is engaging PSP to assist it with performing certain ministerial administrative services:

- ☐ A Code Section 125 Plan to allow eligible employees who make a proper election to pay for their share of certain benefit plan coverage with pre-tax salary reductions ("Cafeteria Plan").
- ☐ A Flexible Spending Account to allow participants to be reimbursed for eligible medical expenses ("FSA").
- ☐ A Code Section 105 health expense reimbursement plans ("HRA") to allow participants to be reimbursed for eligible medical expenses.
- ☐ A Code Section 129 dependent care assistance plan to allow participants to be reimbursed for eligible dependent care assistance expenses ("DCAP".)
- ☐ A Premium Only Section 125 Plan ("POP").
- ☐ A Health Savings Account ("HSA").
- ☐ A Parking/Mass Transit Fee Plan ("Transportation Plan").
- ☐ A Section 115 Plan ("Section 115 Plan")

(Collectively the selected plans are referred to in this Appendix as "Benefit Plans")

PSP will perform services only with respect to the employee benefit plans for which PSP has provided the sample plan documentation or, if PSP's sample plan documentation is not utilized, then only such plans identified by Client and agreed to by PSP pursuant to separate written notice.

This Service Appendix is incorporated into, and made a part of, the Administrative Services Agreement (the "Agreement"). The effective date of this Service Appendix is the effective date of the Agreement or if later, the date that both parties have signed this Service Appendix as set forth below. The responsibilities of the parties set forth in this Service Appendix are in addition to any responsibilities set forth in the Agreement. If there is a conflict between this Service Appendix and the Agreement, the Agreement controls.

In consideration for the mutual promises set forth below, the Client and PSP agree as follows:

A. Responsibilities of PSP

The services PSP will perform pursuant to this Appendix are limited to the following:

1. *Benefit Plan Documents and Forms*. PSP will provide sample plan documentation for the Benefit Plans for review by Client and its selected legal counsel. Such documentation will include, but not necessarily be limited to, plan document, summary plan description ("SPD"), board resolutions, adoption agreement, plan information summary, resource manual, employee communications package, payroll stuffers, announcement letter, and enrollment forms. PSP will customize such documentation only to the extent necessary to incorporate the Client's responses to certain plan design questions submitted by PSP. Client understands and acknowledges that it is responsible to ensure that all documents and forms for the Benefit Plans, including any template or sample documents and forms provided to Client by PSP in accordance with this Agreement, comply with the applicable laws and regulations. Although PSP has taken steps to provide sample documents and forms that are of the highest quality and intended to comply with the applicable laws, PSP cannot be aware of all of the facts and circumstances that

may apply to Client or the Benefit Plans. Consequently, PSP provides no warranty or representation regarding the compliance status of any documents or forms it provides to Client.

2. *Salary Reduction Elections.* All elections and changes to elections will be processed in accordance with the terms of the plan document adopted by Client and provided to PSP. PSP will also process Change of Status Elections consistent with Client's instructions. PSP will also maintain on-going records of activity affecting each employee election.
3. *Enrollment and Salary Election Services.* PSP will process and maintain employee census and salary reduction and employer contribution information for the applicable Benefits Plans based on the information provided by Client, including initial enrollments in the Benefit Plans, annual enrollments and changes made to such payroll deductions in accordance with the terms of the plan document for applicable Benefit Plan. PSP will process initial enrollment forms, Change of Status Elections and revocation forms based on information provided by Client. PSP will provide forms to Client to use for communicating participant elections, terminations and changes. PSP will process and send Pay Cycle Contribution Billing Reports to Client confirming the deductions that should be taken for premiums, flexible spending accounts, and personal policy plans. PSP will, on an as requested basis, provide periodic re-enrollment services. On an annual basis, PSP will provide a Change of Status Report and renewal elections forms.
4. *Processing of Reimbursements.* PSP will process requests for reimbursements made by Participants in accordance with the terms of this Agreement, its standard operating procedures, and the particular plan. For HRA reimbursement claims, the participant must submit a voucher (on the form provided by PSP) stating that the amount claimed has not been, nor will be reimbursed under any other health plan or otherwise, along with written proof of the claim from a third party documenting the date incurred, the nature and the cost of the claim. For FSA reimbursement claims, the participant must submit a voucher (on the form provided by PSP) stating that the amount claimed has not been, nor will be reimbursed under any other health plan or otherwise, along with written proof of the claim from a third party documenting the date incurred, the nature and the cost of the claim. For DCAP reimbursement claims, the participant must submit a voucher (form provided) containing the following required information: dependent's name; name, address and tax ID number of the dependent care provider; and the dates of services. Reimbursements under the 129 Plan are limited to the amount in the account. Unpaid portions of the DCAP voucher will be automatically paid during the check processing cycle after the next contribution has been posted to the account.
5. *Participant Assistance.* PSP will assist plan participants with general information pertaining to the Benefit Plans and answer routine questions concerning coverage status, claims status, complaint administration, and other general inquiries related to the Benefit Plans. Participants will have 24-hour access to their accounts balance, check history and voucher history for the current plan year via the internet and access to PSP's call center during normal business hours.
6. *Claims Processing.* PSP will administer and process claims for benefits in accordance with the Plan Document and Summary Plan description. Based on the eligibility information provided by Client, PSP will initially determine if an individual is entitled to benefits under a Benefit Plan and will process submitted claims in its usual and customary manner for the service options elected by Client. PSP will have no duty or obligation with respect to claims processed prior to the Effective Date ("Prior Reimbursement Requests"), if any, and/or plan administration (or other) services arising prior to the Effective Date ("Prior Administration"), if any, regardless of whether such services were/are to be performed prior to or after the Effective Date.

7. Claims Adjudication. PSP will have no discretionary authority to interpret the terms of a Benefit Plan or adjudicate claims. If processing a benefit claim requires interpretation of ambiguous plan language, and Client has not previously indicated to PSP the proper interpretation of the language, then Client will be responsible for resolving the ambiguity or any other dispute. PSP will make the initial determination on the first (1st) level of appeal (if a Benefit Plan has two (2) levels of appeal), regarding a claim for benefits under a Benefit Plan.
8. Benefit Payment Disbursements. PSP will disburse benefit payments that are determined to be payable in accordance with the terms of the applicable Benefit Plan as soon as reasonably possible after such determination is made, provided that sufficient funds have been made available by the Client (as set forth below) to pay such benefit payments. If sufficient funds have not been made available, PSP will notify Client that sufficient funds have not been made available. If sufficient funds have not been made available within thirty (30) days of the date that PSP has notified Client of the insufficiency, PSP in addition to its rights under the Agreement may, without risk of violating the Agreement or this Service Appendix, notify the affected participants that the Client has not made the funds available necessary to pay his or her claim.
9. Standard Reports. PSP will provide the Client its standard, written, semi-monthly reports summarizing the reimbursement account activities from the previous period, including a claims history report for all claims processed. PSP will provide electronically to Client, the following standard reports: standard reports for payroll setup of employee elections including employee deductions report; employee contribution report and Employee contribution spreadsheet; employee confirmation letters to verify elections when required; statements of participation by plan and participant as requested; annual reports of claim history and budget analysis reports; status and history reports such as account balance totals on each reimbursement check; account balances report on the Employee Account Status letter on a monthly basis during the final quarter of the plan year and account history reports and check history reports. PSP will also provide its standard initial administrative form originals for duplication as needed: reimbursement claim forms; participant instructions for filing claim forms; election enrollment; termination; and change of election forms. On a pay cycle basis, PSP will provide its following standard: Contribution Billing Report or electronic contribution file to be used to reconcile with payroll deduction amounts; reimbursement checks and/or direct deposits to employees on a pay cycle basis or on an approved schedule upon receipt of expense receipts and approved claim vouchers; and on-line Payment Registers. On a monthly basis, PSP will provide its standard following reports on an as needed basis: Cash Status Report; Request for Funds Report; and on-line Employee Account Balances. On an annual basis, PSP will provide: Employee Account Balance Report; and Plan Forfeitures and Account Close-Out reports.

Also, if a separate Reimbursement Card Services Appendix is attached hereto, PSP will make available to covered individuals, use of an electronic payment card through which eligible medical and/or dependent care expenses may be paid. The terms of usage of such electronic payment card and the rights and responsibilities of PSP and the Client with respect to such card will be set forth in a separate Appendix incorporated hereto by reference.

PSP reserves the right to modify its standard reports.

10. Transfer of Data. PSP will establish a standard procedure for exchanging information.

B. Responsibilities of Client

1. Establishment and Operation of the Benefit Plans. Client has the sole responsibility and authority for establishment and operation of any employee benefit plans for which, pursuant to this Agreement, PSP is retained to perform administrative services. Client will have the sole discretionary authority and responsibility for designing, administering, construing and interpreting the provisions of employee benefit plans and deciding all questions of fact arising under the Benefit Plans. It is Client's sole responsibility and duty to ensure that the Benefit Plans comply in design and operation with all applicable laws and regulations, and PSP's provision of services under this Agreement does not relieve the Client of this obligation. Client will maintain the official records for the Benefit Plan consistent with applicable law. In the event that it is finally determined by a taxing authority or a court that premium taxes, or other taxes or assessments are due and payable by the Benefit Plans or Client with respect to the Benefit Plans, the Client will be responsible for the payment of such taxes. PSP will have no responsibility under this Agreement to pay such taxes or assessments and Client will not be entitled to any reimbursement for amounts paid for such taxes or assessments. Client understands that it is Client's responsibility to pay any tax, fee, penalty or assessments of a similar nature charged by the Internal Revenue Service, the Department of Labor, or other federal and/or state governmental agency arising from or relating to the Benefit Plans.
2. Plan Documentation. Client is responsible for reviewing draft plan documentation with its selected counsel to ensure that such documents comply with applicable law and that revisions made to such document by PSP on Client's instructions are complete and accurate. Client is responsible for making all other changes to the document(s) that it deems necessary. Client will notify PSP of all such changes made by Client as soon as possible but no later than the effective date of the changes. Client will provide PSP with a copy of the completed and properly executed plan document for each Benefit Plan. Client will provide PSP a copy of each amendment to a Benefit Plan by the earlier of: (a) fifteen (15) business days prior to the effective date of the amendment; (b) the date Client adopts the amendment; or (c) as soon as administratively feasible. PSP is responsible for providing services related to an amendment only upon its written consent to such amendment. PSP may condition its consent upon client's agreement to pay increased service fees.
3. Distribution of Plan Information, Reimbursements and Participant Statements. Client will distribute to employees, participants and beneficiaries the SPD and any other documents necessary to comply with the participant disclosure requirements under ERISA and/or other applicable laws. Client is also responsible for distributing checks, Explanation of Benefits (EOBs), and participant statements of account to employees.
4. Enrollment and Salary Reduction Elections. Client will provide eligible employees with enrollment, salary reduction and change of election forms provided by PSP. Client will collect and submit the completed enrollment forms, election forms and/or change of election forms to PSP as soon as possible after receipt of such forms, but at least five (5) business days prior to the first billing cycle for which any enrollment, elections, or change of elections is effective. Client is responsible for determining who is eligible to participate in the respective Benefit Plans and who has satisfied the requirements to become a participant in the Plan. Client will report all participant additions, terminations, and changes to PSP and all such changes will be effective two (2) weeks after receipt. In addition, the Client is ultimately responsible for determining whether a requested change in election is permitted.

5. Eligibility Determination & Information. Client will maintain current and accurate Benefit Plan eligibility and coverage records, determine and verify the individuals who satisfy eligibility requirements and provide current eligibility files to PSP in a format and at intervals acceptable to PSP. Client will notify PSP in writing of changes in eligibility (e.g., addition, termination, retirement, change in family status, expiration of QMSCO, etc.) at least five (5) business days prior to the first billing cycle for which any such eligibility change is effective. Client is solely responsible for matters pertaining to Client's failure to provide PSP accurate or timely eligibility information. PSP will have no responsibility for billing or coverage errors related to Client's failure to provide PSP timely or accurate information.
6. Authorization to Access Medical Records. Client will, if required by law, notify each individual benefiting under the applicable Benefit Plan and provide each individual with an opportunity to opt out (if required), or obtain from each individual, an adequate authorization for release of any personal financial records and medical records in accordance with applicable state and federal laws to permit the PSP to perform its obligations under this Agreement.
7. Regulatory Compliance. Client will: (a) ensure that the Benefit Plans, in design and operation, comply with all applicable laws and regulations, including, but not limited to, the Patient Protection and Affordable Care Act ("PPACA"), Code, ERISA, COBRA, FMLA, and HIPAA; (b) perform all nondiscrimination testing other than the testing specifically delegated to PSP in the attached Appendices; (c) take appropriate action to ensure the ongoing compliance of the Benefit Plan documents with applicable law; (d) file any required report or return with the applicable governmental agency; (e) calculate and pay any governmental or regulatory charges, assessments, fees and/or taxes due or payable by the Client or the Benefit Plans with respect to the establishment or operation of the Benefit Plans; (f) maintain the records of the Benefit Plans and (g) respond to any state or federal governmental agency request for information or audit.
8. Named Fiduciary and Plan Administrator. To the extent that a Benefit Plan is subject to ERISA, Client is the Named Fiduciary and Plan Administrator with respect to the Benefit Plan(s) as those terms are defined in Section(s) 3(16)(A) and 402(a)(1) ERISA.
9. Verification of Information Provided by PSP. Client will verify information provided by PSP, including the Administrative Contribution Billing Reports, provided by PSP to ensure that the information accurately reflects the activity recorded in the Client's payroll and reconciling the payroll deductions amounts paid with pre-tax dollars with the Administrative Contribution Billing Reports provided for that purpose each pay cycle by PSP.
10. Claims Adjudication. PSP will refer to Client or its designee for final determination, any claim for benefits or coverage appealed after initial denial by PSP, or any class of claims specified in writing by the Client. Client will be responsible for the final appeal determination as to whether a claim is payable under the terms of the Benefit Plans. Client will resolve all ambiguities and disputes relating to the eligibility, benefits, denial of claims or decisions regarding appeal or denial of claims, or any other plan document interpretation issues.
11. Funding and Liability for Claims and Benefit Plan Expenses. Client is responsible for payment of benefits under the Benefit Plans and Benefit Plan Expenses, including but not limited to, all benefits to participants in accordance with the plan document. Client will promptly make sufficient funds available to PSP for payment of benefits due for claims of individuals benefiting under the Benefit Plan. PSP will not advance its own funds if the Client does not provide sufficient funds for payment of claims. Client will also be responsible for payment of any costs or fees assessed to PSP associated with insufficient funding of claims.

- (a) Check Writing Authority over Client Account. If the Client chooses this option, the Client will make sufficient funds available from its general assets for amounts allocable to eligible reimbursement benefits under Benefit Plans by depositing funds in amounts specified by PSP from time to time in a Client-owned and named account (the "Account") at a financial institution selected by the Client and PSP, to facilitate the timely processing of claims under the Benefit Plans and give PSP withdrawal authority over such account. Client will also provide written proof that such funds have been made available. The Client bears sole responsibility for any fees imposed with respect to the Account by the financial institution and Client and PSP agree that PSP's fees may be withdrawn from such account.
 - (b) Benefits Payable from PSP's Custodial Account. If the Client chooses this option, Client will make sufficient funds available from its general assets for amounts allocable to eligible reimbursement benefits under the plans, as indicated by a claims report submitted by PSP, by electronically transferring such funds to a custodial clearing account designated by PSP. Client will make all transfers to PSP's account within two (2) days of receipt of the claims report from PSP.
- 12. Management Support. Client must provide management support in planning enrollment, meeting facilities and scheduling.
- 13. Client's Representation and Warranties Concerning Funds Provided to PSP. Client represents and warrants to PSP that:
 - (a) any funds submitted by Client, any former employee and/or qualified beneficiary to PSP for purposes of funding benefits under this Agreement (Client Funds): (a) are and will remain the general assets of the plan sponsor; (b) are not "plan assets" within the meaning of ERISA; (c) were never held in an account, fund, or trust bearing the name or otherwise held in an account of a Benefit Plan or any participants or beneficiaries thereof; and (d) will remain subject to the claims of plan sponsor's creditors at all times.
 - (b) Under this Agreement, where claims are paid by PSP through a custodial clearing account, the Client Funds will be held in a general account of Client until transferred to PSP as repayment for PSP's distributions on behalf of the Benefit Plans. The monies transferred to PSP constitute repayment of a debt owed by the Client to PSP and, upon proper transfer to PSP, become the property of PSP.
 - i. neither it nor any of its employees, directors, representatives, fiduciaries, or employee Benefit Plans (or any entity performing services for Client or such plans), nor any of its predecessors, successors or assigns have represented or will represent to any participant or beneficiary of the Benefit Plans that a separate account, fund, or trust is being held on behalf of the Benefit Plans that may be used to provide or secure benefits under the Benefit Plans;
 - ii. Client will advise the participants and beneficiaries of the Benefit Plans that the benefits under the Benefit Plans will at all times be paid out of the general assets of plan sponsor.

<u>Additional Services</u>	<u>Additional Fees</u>
These are provided only upon written request of the Client.	
1. <u>Consulting Services.</u> PSP will provide Benefit Plan consulting, including but not limited to, discussions regarding Benefit Plan design both initially and for any revisions regarding existing benefits, compliance and communications. The consulting includes cost estimates of initial plan, cost projections for any proposed plan revisions; and assistance in preparing summary plan descriptions	Quote
2. Requested changes to any standard administrative procedures established by PSP.	Quote
3. Exchanging information by means other than the standard procedure established by PSP. PSP will provide Client with several options for transferring data, including diskette, model file transfer or if the foregoing transfer methods are not available for the Client's payroll system, in a mutually acceptable format.	Quote
4. Provide assistance to Client regarding an IRS audit of the Benefit Plan years for which PSP was the service provider	Quote

BENEFIT PLAN COMPLIANCE SERVICES APPENDIX

The Client has established one or more employee benefit plans which are subject to various compliance requirements under the Internal Revenue Code, ERISA or other applicable law. Client has engaged PSP to assist it with the ministerial functions related to performing compliance requirements for the following employee benefit plans:

- ☐ A Code Section 125 Plan to allow eligible employees who make a proper election to pay for their share of certain benefit plan coverage with pre-tax salary reductions ("Cafeteria Plan").
- ☐ A Flexible Spending Account to allow participants to be reimbursed for eligible medical expenses ("FSA").
- ☐ A Code Section 105 health expense reimbursement plans ("HRA") to allow participants to be reimbursed for eligible medical expenses.
- ☐ A Code Section 129 dependent care assistance plan to allow participants to be reimbursed for eligible dependent care assistance expenses ("DCAP".)
- ☐ A Premium Only Section 125 Plan ("POP").
- ☐ A Health Savings Account ("HSA").
- ☐ A Parking/Mass Transit Fee Plan ("Transportation Plan").
- ☐ A Section 115 Plan ("Section 115 Plan")
- ☐ A Section 501(9)(c) Plan

(Collectively the selected plans are referred to in this Appendix as "Benefit Plans").

PSP will provide assistance, designated below by Client, only with respect to the Benefits Plans selected above for which PSP has provided the sample plan documentation or, if PSP's sample plan documentation is not utilized, then only such plans identified by Client and agreed to by PSP pursuant to separate written notice.

This Service Appendix is incorporated into and made a part of the Administrative Services Agreement (the "Agreement"). The effective date of this Service Appendix is the effective date of the Agreement or if later, the date that both parties have signed this Service Appendix as set forth below. The responsibilities of the parties set forth in this Service Appendix are in addition to any responsibilities set forth in the Agreement. If there is a conflict between this Service Appendix and the Agreement, the Agreement controls.

PSP and Client Responsibilities

The services PSP will perform pursuant to this Appendix are limited to those identified below as PSP responsibilities.

1. Forms 5500.

(a) PSP will assist Client in preparing the applicable Form 5500 for the:

i. _____ FSA

ii. _____ HRA

PSP will assist Client in preparing the applicable Form 5500 by providing, upon written request from the Client, any information maintained in PSP's database that is required

to be included on the Form 5500. Such information will be provided within thirty (30) days of the Client's request.

- (b) Client is responsible for determining whether a Form 5500 is required and for timely and accurately completing and submitting such Form 5500 to the appropriate governmental authority. Client is responsible for reviewing the information provided by PSP to ensure accuracy and completeness.

2. *Discrimination Testing.* PSP will, for the fees in the attached fees schedule, perform the discrimination testing elected by Client below:

☐ (a) *Cafeteria Plan Key Employee Concentration Test.*

- i. PSP will perform once per plan year the Key Employee Concentration Test for the Cafeteria Plan only. PSP will provide Client each plan year with a form requesting data necessary to complete the tests. PSP will complete the testing and provide a report summarizing its interpretations of the results, which are based solely on the information provided by Client and/or the data maintained by PSP in accordance with this Agreement, within a reasonable amount of time after receipt of the requested information in light of the applicable facts and circumstances that exist at the time PSP receives the completed data request form.
- ii. Client is responsible for completing the data request form and submitting it to PSP within the specified time frame.

☐ (b) *Code Section 105(h) Eligibility Test.*

- i. PSP will conduct, once per plan year, based solely on information provided by Client, the Eligibility Test required under Code Section 105(h). PSP will complete the testing and provide a report summarizing its interpretations of the results, which are based solely on the information provided by Client and/or the data maintained by PSP in accordance with this Agreement, within a reasonable amount of time after receipt of the requested information in light of the applicable facts and circumstances that exist at the time PSP receives the completed data request form.
- ii. Client is responsible for completing the data request form and submitting it to PSP within the specified time frame.

☐ (c) *Code Section 129 Nondiscrimination Testing.*

- i. PSP will conduct, once per plan year, based solely on information provided by Client, the following nondiscrimination testing required under Code Section 129: (i) Eligibility Test, (ii) fifty-five percent (55%) Average Benefits Test, and (iii) twenty-five percent (25%) Shareholder Concentration Test. PSP will provide Client, each plan year, with a form requesting data necessary to complete the tests. PSP will complete the testing and provide a report summarizing its interpretations of the results, which are based solely on the information provided by Client and information maintained by PSP in accordance with this Agreement, within a reasonable amount of time after receipt of the requested information in light of the applicable facts and circumstances that exist at the time PSP receives the completed data request form.

- ii. Client is responsible for completing the data request form and submitting it to PSP within the stated time period. Client is also responsible for performing any action required if the applicable plan becomes discriminatory.

3. Reporting under Code Section 6055 and 6056.

(a) Responsibilities of PSP.

- i. For provider reporting forms required to be filed in each calendar year during the term of this Agreement, PSP will complete the applicable Form 1094-B or 1094-C and corresponding 1095-B or 1095-C, based solely on information provided by Client, for each Employee and non-employee identified by Client.
- ii. For each Employee who worked for more than one ALE Member of the same Aggregated ALE Group, PSP will complete a separate Form 1095-C from each employer.
- iii. PSP will provide to Client by the later of January 15th or ten (10) business days after receipt of an accurate and complete data spreadsheet, the completed Form 1094-B or 1094-C and Form 1095-B or 1095-C for Client to distribute to Employees and file with the IRS.

(b) Responsibilities of Client. Client will:

- i. Determine who are/were full-time Employees during the relevant reporting period.
- ii. Determine if Client was an ALE during the relevant reporting period.
- iii. Determine if an offer of coverage for each Employee was “affordable” as that term is defined in Code § 36 B(c)(2)(c)(i).
- iv. Determine whether the coverage offered during the relevant reporting period provides minimum value as that term is defined in 26 C.F.R. § 54.4980H-1(a)(12).
- v. Ensure that the spreadsheet data transmitted to PSP for its use in preparing the IRS mandated reporting is complete, accurate, timely and in the format designated by PSP.
- vi. Review and verify the accuracy of Form 1094-B or 1094-C and corresponding 1095-B or 1095-C for each Employee and non-employee identified by Client and notify PSP of any changes within five (5) business days.
- vii. Distribute the 1095-C or 1095-B, as applicable, to each Employee in a manner designated by the IRS by January 31 of the year following the year to which the form relates.
- viii. File the Form 1094-B or 1094-C, along with the applicable Form 1095-B or 1095-Cs with the IRS, on or before February 28 (or March 31 if filed electronically), or other date designated by the IRS, of the year following the year to which the forms relate.
- ix. Pay any penalties, including late filing penalties, for failure to file correct information returns and/or failure to furnish correct payee statements.

- x. Client is solely responsible for Client's compliance with federal, state and local statutes, ordinances or regulations.

(c) Definitions. Whenever used in this Section 3, the following terms will have the respective meanings set forth below, unless the context clearly requires otherwise, and when the defined meaning is intended, the term is capitalized.

- i. Aggregated ALE Group. An Aggregated ALE Group refers to a group of ALE Members treated as a single employer under section 414(b), 414(c), 414(m), or 414(o). An ALE Member is a member of an Aggregated ALE Group for a month if it is treated as a single employer with the other members of the group on any day of the calendar month. If an ALE is made up of only one person or entity, that one ALE Member is not a part of an Aggregated ALE Group. Government entities and churches or conventions or associations of churches may apply a reasonable, good faith interpretation of the aggregation rules under section 414 in determining their status as an ALE or member of an Aggregated ALE Group.
- ii. Applicable Large Employer (ALE). An ALE is, for a particular calendar year, any single employer, or group of employers treated as an Aggregated ALE Group, that employed an average of at least 50 full-time employees (including full-time equivalent employees) on business days during the preceding calendar year. For purposes of determining an employer's average number of employees, disregard an employee for any month in which the employee has coverage under a plan described in section 4980H(c)(2)(F) (generally, TRICARE or Veterans Administration coverage). For 2015, an employer may determine its status as an ALE by reference to a period of at least six consecutive months during 2014 rather than the entire 2014 calendar year. A new employer (that is, an employer that was not in existence on any business day in the prior calendar year) is an ALE for the current calendar year if it reasonably expects to employ, and actually does employ, an average of at least 50 full-time employees (including full-time equivalent employees) on business days during the current calendar year.
- iii. Applicable Large Employer Member (ALE Member). An ALE Member is a single person or entity that is an ALE, or if applicable, each person or entity that is a member of an Aggregated ALE Group. A person or entity that does not have employees or only has employees with no hours of service (for example, only employees whose entire service consists of work outside of the United States that does not count as hours of service under section 4980H) is not an ALE Member.
- iv. Employee. For this purpose, an employee is an individual who is an employee under the common-law standard for determining employer-employee relationships. An employee does not include a sole proprietor, a partner in a partnership, an S corporation shareholder who owns at least 2-percent of the S corporation, a leased employee within the meaning of section 414(n) of the Code, or a worker that is a qualified real estate agent or direct seller. If an employee is an employee of more than one employer of the same Aggregated ALE Group during a calendar month, the employee is treated as an employee of the employer for whom the employee has the greatest number of hours of

service for that calendar month; if the employee has an equal number of hours of service for two or more employers of the same Aggregated ALE Group for the calendar month, those employers must treat one of the employers as the employer of that employee for that calendar month.

- v. Full-time Employee. A full-time employee is an employee who, for a calendar month, is employed an average of at least 30 hours of service per week with the employer. For this purpose, 130 service hours in a calendar month is treated as the monthly equivalent of at least 30 hours per week.

HIPAA CONFIDENTIALITY APPENDIX

Insert the executed Business Associate Agreement between PSP and the Plan.

FEE SCHEDULE APPENDIX

FSA, HRA, HSA, Parking/Mass Transit Fees	
Setup Fee	\$0.00
Annual Fee	\$250.00
Per Participant Per Month ("PPPM")	\$4.00
PPPM Combo Fee for 2 or more services	\$4.50
HSA Investment Fee per Month (Effective 10/1/2015)	\$2.25
Monthly Invoice Minimum Fee	\$50.00
Plan Document Only	\$500.00
Amendments to Plan Document	\$150.00
Thermal Logo on Debit Card One-Time Fee	\$500.00
HSA Check Fee	\$0.75
COBRA Option 1 Per Employee Pricing Option	
Setup Fee	\$250.00
Annual Fee	\$150.00
Per Employee Per Month ("PEPM")	\$1.10
Retiree Billing PPPM	\$4.00 + 1% of premium
Monthly Invoice Minimum Fee	\$25.00
COBRA Option 2 Per Letter Pricing Option	
Setup Fee	
Annual Fee	\$250.00
Per General Notice	\$150.00
Per Qualifying Event Notice	\$10.00
Monthly Invoice Minimum Fee	\$20.00
Monthly Invoice Minimum Fee	\$25.00
Combined Premium Billing	
PEPM	\$4.00
834 File Transfer Setup Fee per Carrier	\$2500.00
HRIS Platform per annum	\$5000.00
Commission Management	
PEPM	\$5.00
Non Discrimination Testing	
Standard Test (per test)	\$150.00
HRA Only Test (per test)	\$150.00
Expanded Test (per test)	\$300.00
Comprehensive Test (per test)	\$500.00
1095 Reporting	
Annual Setup Fee	\$1000.00
Per Employee Fulfillment Fee (Per Annum)	\$3.00

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BUSINESS ASSOCIATE AGREEMENT

Regarding

DATA PRIVACY AND SECURITY

This Business Associate Agreement (the "Agreement"), is made as of the **1 day of October, 2018** (the "Effective Date"), by and between Business Associate and Covered Entity (collectively the "Parties") to comply with privacy standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 CFR parts 160 and 164 ("the Privacy Rule") and security standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 CFR parts 160, 162 and 164, subpart C ("the Security Rule"), and the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 and regulations promulgated thereunder and any applicable state confidentiality laws.

RECITALS

WHEREAS, Business Associate provides certain plan related services to or on behalf of Covered Entity;

WHEREAS, in connection with these services, Covered Entity discloses to Business Associate certain PHI that is subject to protection under the HIPAA Rules; and

WHEREAS, the HIPAA Rules require that Covered Entity receive adequate assurances that Business Associate will comply with certain obligations with respect to the PHI received in the course of providing services to or on behalf of Covered Entity.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

SECTION 1 DEFINITIONS

The terms used in this Agreement but not otherwise defined in this Agreement have the same meaning ascribed in the HIPAA Rules:

A. Breach.

"Breach" will have the same meaning as the term "breach" in 45 CFR §§ 164.402.

B. Breach of Security.

"Breach of Security," as that term is defined in 45 CFR §164.402, and which includes the unauthorized acquisition, access, use, or disclosure of PHI which compromises the security or privacy of the PHI, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information.

C. Business Associate.

"Business Associate" means **Peak1 Administration, LLC**.

D. Confidential Personal Information.

"Confidential Personal Information" will mean an Individual's first name or first initial and last name in combination with any one or more of the following items, if the name and the items are not encrypted: a) social security number; driver's license number or government-issued identification number; or account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to an Individual's financial account; or b) information that identifies an Individual and relates to: the physical or mental health or condition of the Individual; the provision of health care to the Individual; or payment for the provision of health care to the Individual.

E. Covered Entity.

"Covered Entity" means **City of Coeur d'Alene**.

F. Designated Record Set or DRS.

"Designated Record Set" or "DRS" will have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §164.501.B.

G. Electronic Protected Health Information or PHI.

"Electronic Protected Health Information or PHI" will have the meaning in the Security Rule, 45 CFR § 160.103.

H. HIPAA Rules.

"HIPAA Rules" means the Privacy, Security, Breach Notification and Enforcement Rules 45 CFR 160 and 164.

I. Information.

"Information" will mean any "health information" as defined in 45 CFR §160.103.

J. Individual.

"Individual" will mean the person who is the subject of the PHI and will include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

K. National Provider Identifier.

"National Provider Identifier" refers to the rules under 45 CFR Part 162 that require HIPAA covered entities to utilize a ten digit identifier in PHI related transactions.

L. Protected Health Information or PHI.

"Protected Health Information or PHI" means "protected health information" as defined in 45 CFR § 160.103 that is used, disclosed, transmitted or maintained in any form.

M. Required By Law.

"Required By Law" has the same meaning as the term required by law in 45 CFR § 164.501.

N. Secretary.

"Secretary" means the Secretary of the Department of Health and Human Services or his or her designee.

O. Security Incident.

"Security Incident" will have the same meaning as the term Security Incident in 45 CFR § 164.304.

P. Unsecured PHI.

"Unsecured PHI" will mean PHI that is not rendered unusable, unreadable, or undecipherable to unauthorized Individuals through the use of a technology or methodology specified by the Secretary.

SECTION 2 CONFIDENTIALITY AND HIPAA

The Parties will comply with all applicable federal and state laws governing the confidentiality and privacy of health information including, without limitation, the HIPAA Rules, and Confidential Personal Information.

A. Purposes for which PHI May Be Disclosed to Business Associate.

In connection with the services provided by Business Associate to or on behalf of Covered Entity described in this Agreement and the service agreement, Covered Entity may disclose PHI to Business Associate in connection to any products and/or services rendered by Peak1 Administration LLC.

B. Obligations of Business Associate.

Business Associate represents warrants and covenants that:

(1) Use and Disclosure of Protected Health Information.

a) Business Associate, its directors, officers, subcontractors, employees, affiliates, agents, and representatives (collectively, "Representatives"): (i) will limit the use, transmission or disclosure of PHI and Confidential Personal Information to the minimum necessary consistent with the Covered Entity's policies and procedures to perform its duties and obligations under this Agreement and the agreement for services between the Covered Entity and the Business Associate ("Service Agreement"). The phrase "minimum necessary" will be interpreted in accordance with the Health Information Technology for Economic and Clinical Health Act ("HITECH"), HIPAA Rules and government guidance on the definition (i.e., that only PHI that is the minimum necessary to accomplish the intended purpose of the use, disclosure, or request is used or disclosed; and, the use of limited data sets when possible); (ii) will not use or disclose PHI other than as permitted or required by this Agreement, the Service Agreement, or as Required by Law; and (iii) will not use or disclose PHI in any manner that violates applicable laws or would violate such laws if used or disclosed in such manner by the Covered Entity.

b) Business Associate and its Representatives will provide adequate training to their respective workforces to ensure compliance with this Agreement and applicable law.

c) Subject to the restrictions stated in Section 2(B)(1)(a) above and throughout this Agreement, Business Associate may use the information received from Covered Entity if necessary for (i) the proper management and administration of Business Associate; or (ii) to carry out the legal responsibilities of Business Associate.

d) As between Business Associate and Covered Entity, all Plan confidential information, Confidential Personal Information and PHI will be and remain the sole property of Covered Entity or the Individual to whom the Confidential Personal Information or PHI relates, including any and all forms and copies of any such PHI developed or maintained by Business Associate or its Representatives. Neither Business Associate nor any of its Representatives will compile or distribute analyses to or for third parties using any PHI without Covered Entity's express written consent.

(2) Availability of Books and Records.

Business Associate will permit Covered Entity and Secretary and other regulatory and accreditation authorities to audit Business Associate's internal practices, books and records at reasonable times as they pertain to the use and disclosure of PHI received from, or created, maintained or received by Business Associate on behalf of, Covered Entity in order to ensure that Covered Entity and Business Associate are in compliance with the requirements of this Agreement and the HIPAA Rules or other applicable laws and regulations. Business Associate will cooperate in such audits and will provide copies of any documents reasonably requested by Covered Entity at no charge.

(3) Access of Individuals to Information.

a) Business Associate will, within five (5) days of a written request by Covered Entity or a request for information consistent with applicable law, make PHI about an Individual contained in a DRS available to the Covered Entity to enable Covered Entity to respond to a request by the Individual for access pursuant to 45 CFR § 164.524 or to the requesting Individual if the Business Associate receives the request directly. Business Associate will make available to Covered Entity such PHI for so long as such information is maintained in the DRS.

b) If Business Associate maintains a DRS for Covered Entity that is not maintained by Covered Entity, it will permit an Individual to inspect or copy PHI about the Individual in that set as directed by Covered Entity to meet the requirements of 45 CFR § 164.524. If the PHI is in electronic format, the Individual will have a right to obtain a copy of such information in electronic format and, if the Individual chooses, to direct that an electronic copy be transmitted directly to an entity or person designated by the Individual in accordance with HITECH section 13405 (c). Under the HIPAA Rules the Covered Entity is required to take action on such requests as soon as possible, but not later than 30 days following receipt of the request. Business Associate will make reasonable efforts to assist Covered Entity in meeting this deadline. The information will be provided in the form or format requested if it is readily producible in such form or format; or in summary, if the Individual has agreed in advance to accept the information in summary form. A reasonable, cost-based fee for copying health information may be charged. If Covered Entity maintains the requested records, Covered Entity, rather than Business Associate will permit access according to its policies and procedures implementing the Privacy Rule.

c) Any denial of access to PHI determined by Covered Entity pursuant to 45 CFR § 164.524, and conveyed to Business Associate by Covered Entity, will be the responsibility of Covered Entity, including resolution or reporting of all appeals or complaints arising from denials.

d) Business Associate will support Covered Entity in a manner that enables Covered Entity to meet its obligations under 45 CFR § 164.524.

(4) Amendment of Information.

If Business Associate maintains PHI in a Designated Record Set, Business Associate will make amendments to PHI at the request and direction of Covered Entity pursuant to 45 CFR 164.526. If Business Associate maintains a record in a Designated Record Set that is not also maintained by Covered Entity, Business Associate will accommodate an Individual's request to amend PHI only in conjunction with a determination by Covered Entity that the amendment is appropriate according to 45 CFR § 164.526.

(5) Accounting of Permitted Disclosures.

a) Disclosure Accounting. To allow Covered Entity to meet its disclosure accounting obligations under 45 CFR § 164.528:

- (i) *Disclosures Subject to Accounting.* Business Associate will record the information specified below ("Disclosure Information") for each disclosure of PHI, not exempt from disclosure accounting as specified below, that Business Associate makes to Covered Entity or to a third party.
- (ii) *Disclosures Not Subject to Accounting.* Business Associate will not be obligated to record Disclosure Information or otherwise account for disclosures of PHI if the Covered Entity is not Required By Law to account for such disclosures.

b) Disclosure Information. With respect to any disclosure by Business Associate of PHI that is not exempt from disclosure accounting, Business Associate will record the following Disclosure Information as applicable to the type of accountable disclosure made:

- (i) *Disclosure Information Generally.* Except for repetitive disclosures of PHI as specified below, the Disclosure Information that Business Associate must record for each accountable disclosure is (i) the disclosure date, (ii) the name and (if known) address of the entity or Individual to which Business Associate made the disclosure, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose of the disclosure.
- (ii) *Disclosure Information for Repetitive Disclosures.* For repetitive disclosures of PHI that Business Associate makes for a single purpose to the same person or entity (including Covered Entity), the Disclosure Information that Business Associate must record is either the Disclosure Information specified above for each accountable disclosure, or (i) the Disclosure Information specified above for the first of the repetitive accountable disclosures; (ii) the frequency, interval, or number of the repetitive accountable disclosures; and (iii) the date of the last of the repetitive accountable disclosures.

c) Availability of Disclosure Information. Business Associate will maintain the Disclosure Information for at least six (6) years following the date of the accountable disclosure to which the Disclosure Information relates (three (3) years for disclosures related to an Electronic Health Record, starting with the date specified by the Department of Health and Human Services (HHS)). Business Associate will make the Disclosure Information available to Covered Entity within fifteen (15) calendar days following Covered Entity's request for such Disclosure Information to comply with an Individual's request for disclosure accounting. Effective as of the date specified by HHS with respect to disclosures related to an Electronic Health Record, Business Associate will provide the accounting directly to an Individual making such a disclosure request, if a direct response is requested by the Individual.

d) Business Associate will support Covered Entity in a manner that enables Covered Entity to meet its obligations under 45 CFR § 164.528 as soon as practicable, but not later than sixty (60) days.

(6) Compliance with Electronic Transactions Rule.

a) If Business Associate conducts in whole or in part electronic transactions on behalf of Covered Entity for which HHS has established standards, Business Associate will comply, and will require any Representatives it involves with the conduct of such transactions to comply, with each applicable requirement of the Electronic Transactions Rule. Business Associate will also comply with the National Provider Identifier requirements, if and to the extent applicable.

(7) De-identified Information.

Business Associate may use and disclose de-identified health information only with the prior written approval from the Covered Entity, and only if the PHI is de-identified in compliance with the HIPAA Rules. Moreover, Business Associate will review and comply with the requirements of this Agreement.

(8) Notice of Privacy Practices.

Business Associate will abide by the limitations of Covered Entity's Notice of Privacy Practices, of which it has knowledge. Any use or disclosure permitted by this Agreement may be amended by changes to Covered Entity's Notice of Privacy Practices; provided, however, that the amended Notice of Privacy Practice will not affect permitted uses and disclosures on which Business Associate relied prior to receiving notice of such amended Notice of Privacy Practice.

(9) Withdrawal of Authorization.

If the use or disclosure of PHI under this Agreement is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Business Associate will, if it has notice of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the HIPAA Rules expressly applies.

(10) Knowledge of HIPAA Rules.

Business Associate will review and understand the HIPAA Rules as it applies to Business Associate, and to comply with the applicable requirements of the HIPAA Rules, as well as any applicable amendments.

C. Obligations of Covered Entity.

(1) Use and Disclosure of Protected Health Information.

Covered Entity, its employees, affiliates, agents, and representatives:

- (a) Will comply with the HIPAA Rules in its use or disclosure of PHI;
- (b) Will not use or disclose PHI in any manner that violates applicable federal and state laws;
- (c) Will not request Business Associate to use or disclose PHI in any manner that violates applicable federal and state laws if such use or disclosure were done by Covered Entity;
- (d) May request Business Associate to disclose PHI directly to another party only for the purposes allowed by the HIPAA Rules;
- (e) Will provide Business Associate with any changes in or revocation of permission by Individual to use or disclose PHI if these changes affect Business Associate's permitted or required uses and disclosures;
- (f) Will notify Business Associate of any restrictions to the use or disclosure of PHI that Covered Entity has agreed to consistent with 45 CFR § 164.522; and
- (g) Will comply with the requirements of HITECH.

**SECTION 3
DISCLOSURE TO THIRD PARTIES**

A. Subcontractors and Agents.

Business Associate will obtain and maintain a written agreement with each Representative that has or will receive, create, maintain, transmit or have access to PHI, on behalf of Business Associate, under which such Representative agrees to the same restrictions, requirements, and conditions that apply to Business Associate pursuant to this Agreement and applicable law.

Business Associate will also: (1) obtain reasonable assurances from the person to whom the PHI and Confidential Personal Information is disclosed that it will be held confidentially and used or further disclosed only to the minimum amount necessary consistent with applicable state and federal law, as Required By Law, or for the authorized purpose for which it was disclosed, and (2) obligate such person to promptly notify Business Associate of any instances of which it becomes aware in which the confidentiality of the PHI has been breached.

Business Associate will ensure that any Representative of Business Associate agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the paper or electronic PHI and Confidential Personal Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity. Business Associate will be liable to Covered Entity for any acts, failures or omissions of any of its Representatives in providing the services as if they were Business Associate's own acts, failures or omissions, to the extent permitted by law. Business Associate will specifically advise its

Representatives of, and require that its Representatives comply in all respects with the terms of this Agreement.

B. Receiving Remuneration in Exchange for PHI.

Neither Business Associate nor any of its Representatives will, directly or indirectly, receive remuneration in exchange for any use, transfer or access to any PHI or Confidential Personal Information of an Individual unless the Covered Entity or Business Associate obtained from the Individual a prior valid authorization that complies with applicable law that includes a specification of whether the PHI or Confidential Personal Information can be further exchanged for remuneration by the entity receiving PHI of that Individual.

**SECTION 4
SAFEGUARDS**

A. Implement Safeguards to Protect Confidentiality.

Business Associate will develop, implement, use and maintain appropriate administrative, technical, and physical safeguards, consistent with the size and complexity of Business Associate's operations to ensure that PHI or Confidential Personal Information is not used or disclosed other than as provided by this Agreement or as Required by Law. Business Associate will implement administrative, physical and technical safeguards in compliance with Subpart C of 45 CFR Part 164 to reasonably and appropriately protect the confidentiality, integrity, and availability of any paper or electronic PHI it creates, receives, maintains, or transmits on behalf of Covered Entity in a manner consistent with the terms of this Agreement, the Service Agreement and applicable law.

Business Associate will assure that all PHI will be secured when accessed by Business Associate's Representatives. Any access to PHI by Business Associate's Representatives will be limited to legitimate business needs while working with PHI. Any personnel changes by Business Associate eliminating the legitimate business needs for such Representative to access to PHI – either by revision of duties or termination – will be immediately reported to Covered Entity. Such reporting will be made no later than the third business day after the personnel change becomes effective.

B. Implement Safeguards to Protect Electronic Protected Health Information.

Business Associate will develop, implement, and use appropriate administrative, physical, and technical safeguards consistent with applicable law and this Agreement that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI and Confidential Personal Information that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate will ensure that PHI and Confidential Personal Information contained in portable devices or removable media is encrypted.

Such safeguards will include, without limitation, implementing written policies and procedures in compliance with HIPAA and ARRA, conducting a security risk assessment, and training Business Associate employees who will have access to PHI with respect to the policies and procedures required by applicable HIPAA Rules.

C. Annual Guidance.

Business Associate will, at its own cost and effort, monitor the issuance of guidance by the Secretary on the most effective and appropriate technical safeguards for use in carrying out the security standards in subpart C of part 164 of title 45, Code of Federal Regulations.

D. Privacy Provisions.

The enhanced HIPAA privacy requirements including but not necessarily limited to accounting for certain PHI disclosures for treatment, restrictions on the sale of PHI, restrictions on marketing and fundraising communications, payment and health care operations contained Subtitle D of the HITECH Act that apply to the Covered entity will equally apply to the Business Associate.

**SECTION 5
REPORTING OF BREACHES, IMPROPER DISCLOSURES,
AND SECURITY INCIDENTS**

A. Breaches.

(1) Reporting of Privacy or Security Breach.

Business Associate will report to Covered Entity any use or disclosure of PHI by Business Associate or any Representatives not permitted by this Agreement and the Service Agreement along with any Breach or possible Breach of Unsecured PHI. Business Associate will treat the Breach or possible Breach as being discovered in accordance with 45 CFR § 164.410. Business Associate will make the report to Covered Entity's Privacy Official immediately following the discovery of a breach of such information. Initial notification of the breach does not need to be in compliance with Sub Title D Title IV Section 13402 of the HITECH Act; however, Business Associate must provide to Covered Entity in writing all information necessary for Covered Entity to comply with Sub Title D Title IV Section 13402 of the HITECH Act without delay, and in no case later than 15 days following the discovery of the breach. If a delay in notification is requested by a law-enforcement official in accordance with 45 CFR § 164.412, Business Associate may delay notifying Covered Entity for the applicable time period. Business Associate will prepare a written assessment of the risk of harm to the Individuals affected by the Breach and provide the same to the Covered Entity as soon as reasonably possible after discovery of the Breach. Business Associate will update its assessment as additional information is obtained and will provide all updated assessments to Covered Entity as soon as reasonably possible but not later than five (5) days after Business Associate obtains additional information.

(2) Contents of Report of Breach.

Business Associate's written report of a Breach and assessment required under paragraph (1) above pertaining to a Breach or possible Breach will include, at a minimum: (a) the identification of each Individual whose PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed during the Breach; (b) the date of the Breach, possible Breach, or other non-permitted use, access or disclosure, if known; (c) the nature and scope of the Breach, possible Breach, or other non-permitted use or disclosure; (d) who impermissibly used or to whom the information was impermissibly disclosed or committed the Breach; (e) the investigational actions Business Associate took or will take to prevent further non-permitted uses or disclosures; (f) the Business Associate's written assessment of whether there is a low probability

that the PHI has been compromised, along with the basis for its assessment; (g) a description of the Business Associate's response to the Breach, including steps taken to mitigate the risk of harm; (h) steps affected Individuals should take to protect themselves; and (i) if the Business Associate asserts that the impermissible use or disclosure falls within one of the exceptions to the definition of "breach" under 45 CFR § 164.402, which exception.

The Business Associate will promptly notify Covered Entity, in writing, of any additional information relevant to the impermissible use, access or disclosure of information as it becomes available. The Business Associate, upon request by the Covered Entity, will provide Covered Entity all information relevant to Business Associate's written assessment of harm to affected Individuals.

(3) Breach Notification to Individuals.

Business Associate expressly recognizes that Covered Entity has certain reporting and disclosure obligations to the Secretary and the Individual in case of a security breach of Unsecured PHI. Business Associate must provide to Covered Entity in writing all information necessary for Covered Entity to comply with Sub Title D Title IV Section 13402 of the HITECH Act without reasonable delay, and in no case later than 30 days following the discovery of the breach. Business Associate's duty to notify Covered Entity of any breach does not permit Business Associate to notify those Individuals whose PHI has been breached by Business Associate without the express written permission of Covered Entity to do so. Any and all notification to those Individuals whose PHI has been breached will be made under the direction, review and control of Covered Entity.

(4) Breach Notification for Other Confidential Personal Information.

In addition to the reporting under paragraph 1, Business Associate will notify Covered Entity of any breach of computerized Confidential Personal Information. Such notification will include the information required under paragraph (2) above.

(5) Mitigation.

In the event of a Breach by Business Associate or any Representative, Business Associate at its sole cost will, in consultation with Covered Entity, mitigate, to the extent practicable, any harmful effect of such Breach that is known to Business Associate. Business Associate will cooperate with Covered Entity in preparing and providing notification to affected Individuals or Secretary of a Breach of Unsecured PHI that the Covered Entity determines is appropriate. The Business Associate will pay all reasonable costs incurred by Covered Entity related to addressing a Breach of Unsecured PHI maintained or under the control of Business Associate or its Representatives.

B. Improper Disclosures.

Business Associate will track all disclosures of PHI to third parties, including those made to Business Associate's Representatives, other than those disclosures that meet the exception criteria of 45 CFR § 164.528.

Business Associate will report to Covered Entity any use or disclosure of any PHI by Business Associate or its Representatives that does not constitute a Breach, but is an unauthorized or improper use or disclosure of any PHI under this Agreement or applicable federal and state laws. Business Associate will report to Covered Entity any such unauthorized use or disclosure as soon as practicable, but in no event later than

five (5) business days of the date on which Business Associate becomes aware of such use or disclosure. In the event of an unauthorized use or disclosure, Business Associate will at its sole cost, in consultation with Covered Entity, mitigate, to the extent practicable, any harmful effect of any such disclosure that is known to Business Associate under the same terms that Business Associate would mitigate a Breach.

C. Security Incidents.

Business Associate will report to Covered Entity any attempted or successful (1) unauthorized access, use, disclosure, modification, or destruction of Electronic PHI, or (2) interference with Business Associate's system operations in Business Associate's information systems that contain Electronic PHI, of which Business Associate becomes aware. Business Associate will make this report by the fifth (5th) day of the month immediately following any such security incident, except if any such security incident resulted in a disclosure not permitted by this Agreement or Breach of Unsecured PHI, Business Associate will make the report in accordance with the provisions set forth in the paragraph above.

D. Equitable Remedies.

Business Associate acknowledges and agrees that Covered Entity will suffer irreparable damage upon Business Associate's breach of this Agreement, and that such damages will be difficult to quantify.

Business Associate acknowledges and agrees that Covered Entity may file an action for an injunction to enforce the terms of this Agreement against Business Associate, in addition to any other remedy Covered Entity may have. Where Covered Entity has knowledge of any material breach by Business Associate, Covered Entity may take proceedings against Business Associate before any Court having jurisdiction to obtain an injunction or any legal proceedings to cure or stop such material breach, without more notice than is set forth in Section 7.H. of this Agreement.

E. Penalties for Noncompliance.

Business Associate acknowledges that it is subject to civil and criminal enforcement for failure to comply with the HIPAA Rules and sections 1176 and 1177 of the Social Security Act (42 USC § 1320d-5, 1320d-5) will apply to Business Associate with respect to such violation in the same manner that such sections apply to Covered Entity if it violates such provisions.

SECTION 6 TERM AND TERMINATION

A. General Term and Termination.

This Agreement will become effective on the Effective Date and will terminate upon the termination or expiration of the Service Agreement and when all PHI and Confidential Personal Information provided by either party to the other, or created or received by Business Associate on behalf of Covered Entity is, in accordance with Section 6.C below, destroyed or returned to Covered Entity or, if it is not feasible to return or destroy PHI or Confidential Personal Information, the protections are extended to such information, in accordance with the terms of this Agreement.

B. Material Breach.

Where either Party has knowledge of a material breach by the other Party of its obligations under this Agreement, and if a cure is possible, the breaching Party will have an opportunity to cure. If the breaching Party does not cure the breach within ten (10) business days of breaching Party's receipt of notice from the non-breaching Party, the non-breaching Party may terminate this Agreement and the Service Agreement.

Covered Entity will have the right to cure any breach of Business Associate's obligations under this Agreement at the sole expense of Business Associate. Covered Entity will give Business Associate notice of its election to cure any such breach, and Business Associate will cooperate fully in the efforts by Covered Entity to cure Business Associate's breach. Business Associate will remit payment to the Covered Entity for costs incurred to cure Business Associate's breach within fifteen (15) business days of Covered Entity's request for payment.

In the event that either Party has knowledge of a material breach of this Agreement by the other Party and cure is not possible, the non-breaching Party may terminate this Agreement and the Service Agreement. When neither cure nor termination is feasible, the non-breaching Party may report the violation to the Secretary.

C. Effect of Termination.

(1) Return or destruction of PHI and Confidential Personal Information if feasible.

Except as provided in paragraph (2) of this sub-section below, upon termination of this Agreement for any reason, Business Associate will, if feasible, return or destroy all PHI and Confidential Personal Information received from Covered Entity, or created or received by Business Associate and its subcontractors on behalf of Covered Entity that Business Associate maintains in any form. Business Associate will not retain any copies of the PHI or Confidential Personal Information. If return of PHI or Confidential Personal Information is not feasible, Business Associate will destroy all such information in accordance with applicable law and guidelines published by HHS. Business Associate will document in writing the destruction of PHI and Confidential Personal Information by the Business Associate including at a minimum:

- Date of destruction.
- Method of destruction.
- Description of the destroyed record series or medium.

- Inclusive dates covered.
- The signatures of the Individuals supervising and witnessing the destruction.

Business Associate must provide this documentation to Covered Entity within thirty (30) days of termination of this Agreement.

This provision will also apply to PHI and Confidential Personal Information that is in the control of Representatives of Business Associate.

(2) Procedure When Return or Destruction is not Feasible.

If Business Associate notifies Covered Entity of the conditions that make return or destruction of PHI and Confidential Personal Information infeasible, upon mutual agreement of the Parties that return or destruction of PHI and Confidential Personal Information is infeasible, Business Associate will extend the protections of this Agreement to the PHI and Confidential Personal Information retained and limit further uses and disclosures of the PHI and Confidential Personal Information to those purposes that make the return or destruction infeasible, for as long as Business Associate or any Representative maintains the PHI or Confidential Personal Information.

(3) Continuing Privacy and Security Obligation.

Business Associate's obligation to protect the privacy and safeguard the security of PHI and Confidential Personal Information and report any impermissible use or disclosure as specified in this Agreement will be continuous and survive termination or other conclusion of this Agreement.

D. Transition.

Upon termination of this Agreement for any reason, Business Associate upon request by Covered Entity will transmit the PHI and Confidential Personal Information maintained, created or received by Business Associate or its Representatives to the entity or Individual designated by Covered Entity.

SECTION 7 MISCELLANEOUS

A. Regulatory References.

A reference in this Agreement to a Section in the HIPAA Rules means the Section as in effect or as amended.

B. Interpretation.

Any ambiguity in this Agreement will be resolved to permit Covered Entity to comply with the HIPAA Rules.

C. No Third Party Beneficiaries.

Except as expressly provided for in the HIPAA Rules, there are no third party beneficiaries to this Agreement. Business Associate's obligations under this Agreement are owed to the Covered Entity only.

D. Amendment.

The Parties will take any action necessary to amend this Agreement from time to time to enable the Covered Entity and Business Associate to comply with the requirements of the HIPAA Rules, the Health Insurance Portability and Accountability Act, Public Law 104-191 and HITECH or other applicable privacy laws. This Agreement may not be modified except by a written amendment or modification executed by both Parties.

E. Counterparts.

This Agreement may be executed in two or more counterparts, each of which will be an original, but all of which taken together will constitute one instrument. An electronic copy of an executed original will be valid as an original.

F. Conflicting Terms.

In the event any terms of this Agreement conflict with any terms of the Service Agreement, the terms of this Agreement will govern and control.

G. Idaho Law; Submission to Jurisdiction; Waiver of Jury Trial.

THIS AGREEMENT WILL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF IDAHO, TO THE EXTENT NOT PREEMPTED BY FEDERAL LAW, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAW. EACH PARTY IN THIS AGREEMENT SUBMITS TO THE NONEXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF KOOTENAI COUNTY AND OF ANY IDAHO STATE COURT SITTING IN KOOTENAI COUNTY FOR PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY TO THIS AGREEMENT IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT AND ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. EACH PARTY TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

H. Notices.

All notices, requests, approvals, demands and other communications required or permitted to be given under this Agreement must be in writing and delivered either personally, or by certified mail with postage prepaid and return receipt requested, or by overnight courier to the party to be notified. All communications will be deemed given when received. The addresses of the parties will be as follows; or as otherwise designated by any party through notice to the other party:

If to Covered Entity:

**City of Coeur d'Alene
710 Mullan Ave
Coeur d Alene ID 83814**

If to Business Associate:

**Peak1 Administration, LLC
608 Northwest Boulevard, Suite 200
Coeur d'Alene, ID 83814**

I. Survival.

The obligations of Business Associate under Sections 2, 4, 5, 6 and 7 will survive the termination or other completion of this Agreement for as long as Business Associate maintains any PHI of the Covered Entity.

J. Merger.

This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the matters of this Agreement.

K. Waiver.

A failure by either party to enforce the other party's performance of a provision of this Agreement will not constitute a waiver of the right to subsequently enforce that provision or any other provision of this Agreement.

L. Severability.

If a court of competent jurisdiction finds a provision of this Agreement unenforceable, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.

M. Recitals.

The recitals on page one (1) of this Agreement are restated and incorporated by this reference, and will form part of this Agreement.

N. Headings.

Headings within this Agreement are for convenience only and will have no effect in limiting or extending the language of the provisions to which they refer.

O. Assignment.

Neither party may directly or indirectly assign or transfer this Agreement by operation of law or otherwise without the prior consent of the other Party. All obligations contained in this Agreement will extend to and be binding upon the Parties to this Agreement and their respective successors, assigns, and designees.

IN WITNESS WHEREOF, the authorized representatives of the Covered Entity and Business Associate have executed this Agreement as of the Effective Date.

COVERED ENTITY – CITY OF COEUR D ALENE

BUSINESSASSOCIATE - PEAK1 ADMIN.

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

140812_2

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: July 18, 2018
FROM: Chris Bosley – City Engineer
SUBJECT: Approval of Transfer of Right-of-Way to ITD at Intersection of US-95 and Walnut Ave.

=====

DECISION POINT: Should the City transfer right-of-way to the Idaho Transportation Department at the intersection of US-95 and Walnut Avenue?

HISTORY: As part of the US-95 reconstruction project at Walnut Avenue, the Idaho Transportation Department needs to acquire additional right-of-way. In its research, ITD found historical discrepancies in right-of-way ownership. ITD would like to clean up the discrepancies through a quitclaim deed, transferring the right-of-way ownership on US-95 from the City of Coeur d'Alene to ITD.

FINANCIAL ANALYSIS: There is no financial impact on the City for this transfer of right-of-way.

PERFORMANCE ANALYSIS: Approval of this transfer will provide uniformity of the US-95 right-of-way within the project.

DECISION POINT/RECOMMENDATION: Council should approve the transfer of right-of-way to the Idaho Transportation Department at the intersection of US-95 and Walnut Avenue.

After recording return to:
Right of Way
Idaho Transportation Dept.
PO Box 7129
Boise ID 83707-1129

Project No. A019(452)
Key No. 19452
Parcel No. 101
Parcel ID No. 50750

QUITCLAIM DEED

THIS INDENTURE is made this ____ day of _____, 2018, by and between the **CITY OF COEUR D'ALENE** ("Grantor") whose address is 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, and the **STATE OF IDAHO, IDAHO TRANSPORTATION BOARD, by and through the IDAHO TRANSPORTATION DEPARTMENT** ("Grantee"), whose address is 3311 West State Street, Boise, Idaho 83703,

WITNESSETH: That Grantor, for value received, does by these presents grant, bargain, sell, convey and forever quitclaim unto Grantee the following described real property situated in the County of Kootenai, State of Idaho, to-wit:

SEE LEGAL DESCRIPTION ON **EXHIBIT A** AND DEPICTION ON **EXHIBIT B**
ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Consisting of approximately 5.684 acres.

Parcel limits extending from US 95 Federal Aid Project F-FG-5115(4)
centerline station 57+36.32 to 74+86.80.

Together with all appurtenances, easements and rights of way.

PROVIDED, however, that this conveyance is made and accepted upon the express condition and in compliance with Idaho Code 58-335A that said Grantee, its successors and/or assigns, shall use said land in perpetuity exclusively for a public purpose. If such public use shall cease, the real property herein described shall revert to the ownership of Grantor. Then, and in that case, such public uses shall have terminated and the whole of the estate hereby granted and conveyed and any and all improvements thereon shall immediately revert to and become

RECORD AT THE REQUEST OF THE STATE OF IDAHO
FEE EXEMPT – I.C. 67-2301
Page 1 of 2

Project No. A019(452)
Key No. 19452
Parcel No. 101
Parcel ID No. 50750

the property of Grantor, its successors and/or assigns forever. Grantor hereby expressly reserves to itself, its successors and/or assigns, the right to enter upon said land and premises and to take absolute possession thereof any and all improvements thereon, for and upon the breach of the aforesaid condition.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the day and year first above written.

GRANTOR:

CITY OF COEUR D'ALENE

By: _____
STEVE WIDMYER, Mayor

By: _____
RENATA MCLEOD, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared STEVE WIDMYER and RENATA MCLEOD, known or identified to me to be the Mayor and City Clerk of the CITY OF COEUR D'ALENE, the persons who executed the foregoing instrument, and acknowledged to me that they execute the same on behalf of the CITY OF COEUR D'ALENE.

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

(SEAL)

Notary Public for IDAHO
Residing at _____
My commission expires _____

Idaho Transportation Department
U.S. 95 IC# 430 to Lacrosse Ave.
Highway Right of Way
Project No. A019(452)
Key No. 19452
Page 1 of 3

May 9, 2018
Parcel No. 101
Parcel ID No. 50750
247,595 Sq. Ft. (5.684 Acres)

LEGAL DESCRIPTION

(City of Coeur d'Alene to the Idaho Transportation Department)

A parcel of land located within the Southeast 1/4 of section 11, Township 50 North, Range 4 West, Boise Meridian, City of Coeur d'Alene, Kootenai County, Idaho; more particularly described as follows:

Commencing at the South 1/4 corner of said Section 11 monumented with a 10 inch diameter concrete column and a 2-1/2 inch diameter aluminum cap marked PLS 5573 as shown on Corner Perpetuation and Filing Record instrument number 2625162000 from which the Southeast corner of said Section 11, monumented with a 5/8 inch diameter rebar with a 2 inch diameter aluminum cap marked PLS 4565 as shown on Corner Perpetuation and Filing Record instrument number 2625163000 bears South 89°03'18" East, 2662.80 feet;

Thence North 49°58'45" East, 478.36 feet to a 5/8 inch diameter rebar with a 1-1/4 inch diameter aluminum cap marked PLS 8575 at the northwesterly corner of Lot 3, Block 1, the plat of Coeur d'Alene Homes filed in Plat Book J at Page 243, on the easterly right of way line of U.S. Highway 95 as shown and described in Federal Aid Project F-FG-5115(4) at station 57+36.32, 86.60 feet right of said U.S. 95 centerline, station 7+50, 50.00 feet right of the Northwest Blvd ramp AB centerline and the Point of Beginning;

Thence North 19°18'09" West, 347.19 feet to a 6 inch diameter concrete post with a 3-1/4 inch diameter brass cap marked Idaho State Highway Right of Way on the westerly right of way line of said U.S. 95 at station, 57+82.73, 257.23 feet left of said U.S. 95 centerline;

Thence along said westerly right of way line the following three (3) courses:

1. North 56°14'25" East, 182.46 feet to a 6 inch diameter concrete post with a 3-1/4 inch diameter brass cap marked Idaho State Highway Right of Way;
2. Thence South 88°49'34" East, 209.61 feet to a 6 inch diameter concrete post with a 3-1/4 inch diameter brass cap marked Idaho State Highway Right of Way and a point of non-tangent curve to the right;
3. Thence along the arc of said curve right 123.52 feet with said curve having a radius of 210.00 feet and a delta angle of 33°42'06" (Chord S47°47'56"E, 121.75 feet) to a 5/8 inch diameter rebar, 30 inches long, with a 3 inch diameter zinc cap marked Idaho Trans Dept R/W Monument;

Thence South 88°47'15" East, 295.11 feet to a 5/8 inch diameter rebar, 30 inches long, with a 3 inch diameter zinc cap marked Idaho Trans Dept R/W Monument;

Thence North 86°19'01" East, 114.82 feet to a point of non-tangent curvature to the left monumented with a 5/8 inch diameter rebar, 30 inches long, with a 3 inch diameter zinc cap marked Idaho Trans Dept R/W Monument;

Thence along the arc of said curve 88.78 feet with said curve having a radius of 201.59 feet and a delta angle of 25°14'03" (chord N71°08'12"E, 88.07 feet) to a point on said westerly right of way line monumented with a 6 inch diameter broken concrete right of way monument with no cap;

Thence along said westerly right of way line the following eight (8) courses:

1. North 47°45'10" East, 97.70 feet to a 6 inch diameter concrete post with a 3-1/4 inch diameter brass cap marked Idaho State Highway Right of Way;
2. Thence North 21°03'23" East, 106.29 feet;
3. Thence North 00°34'20" East, 74.37 feet to the intersection of said U.S. 95 westerly right of way line and the southerly right of way line of Linden Avenue monumented with a 6 inch diameter concrete post with a 3-1/4 inch diameter brass cap marked Idaho State Highway Right of Way;
4. Thence North 01°21'29" East, 49.87 feet to the intersection of said U.S. 95 westerly right of way line the northerly right of way line of said Linden Avenue monumented with a 6 inch diameter concrete post with a 3-1/4 inch diameter brass cap marked Idaho State Highway Right of Way;
5. Thence North 01°16'41" East, 151.35 feet to the line between Lots 3 and 4, Block 6 of the Plat of College Addition filed in Plat Book B at Page 118 monumented with a 1/2 inch diameter rebar with no cap;
6. Thence North 01°16'41" East, 50.01 feet to the line between Lots 2 and 3, Block 6, of the Plat of College Addition filed in Plat Book B at Page 118 monumented with a 1/2 inch diameter rebar with no cap;
7. Thence North 01°16'41" East, 100.59 feet to the intersection of the southerly right of way line of Lacrosse Avenue and said U.S. 95 westerly right of way line;
8. Thence North 01°13'57" East, 60.00 feet to the intersection of the northerly right of way line of Lacrosse Avenue and said U.S. 95 westerly right of way line at station 74+86.10, 40.00 feet left of said U.S. 95 centerline;

Thence South 89°12'22" East, 80.04 feet to the intersection said Lacrosse Avenue northerly right of way line and the easterly right of way line of said U.S. 95 monumented with a 6 inch diameter concrete post with a 3-1/4 inch diameter brass cap marked Idaho State Highway Right of Way at station 74+86.80, 40.04 feet right of said U.S. 95 centerline;

Thence along said U.S. 95 easterly right of way line the following seven (7) courses:

1. South 01°16'59" West, 60.00 feet to the intersection of said Lacrosse Avenue southerly right of way line and said U.S. 95 easterly right of way line;
2. Thence South 01°16'59" West, 128.02 feet to the northerly right of way line of the alleyway between Lots 1 and 24 of Brown's Subdivision as filed in Plat Book D at Page 5;
3. Thence South 01°16'59" West, 20.00 feet to the southerly right of way line of said alleyway;
4. Thence South 01°16'59" West, 128.02 feet to the northerly right of way line said Linden Avenue;
5. Thence South 01°16'59" West, 50.19 feet to the southerly right of way line of said Linden Avenue monumented with a 3 inch diameter brass cap marked PLS 4997 set flush with the sidewalk;
6. Thence South 00°53'19" West, 139.73 feet to the line between Lot 5 of Cotman Garden Tracts as filed in Plat Book B at Page 103 and Lot 5 of Bratton Garden Tracts as filed in Plat Book B at Page 116 monumented with a 1/2 inch diameter rebar with no cap;
7. Thence South 01°44'35" West, 41.67 feet to point of non-tangent curve to the right monumented with a 5/8 inch diameter rebar, 30 inches long, with a 3 inch diameter zinc cap marked Idaho Trans Dept R/W Monument;

Thence along the arc of said curve 247.96 feet with said curve having a radius of 318.50 feet and a delta angle of 44°36'25" (chord S43°17'36"W, 241.75 feet) to a 5/8 inch diameter rebar, 30 inches long, with a 3 inch diameter zinc cap marked Idaho Trans Dept R/W Monument on said U.S. 95 easterly right of way line and the northerly line of the plat of Coeur d'Alene Homes as filed in Plat Book J at Page 243;

Thence along said U.S. 95 easterly right of way line and said Coeur d'Alene Homes northerly line the following five (5) courses:

1. South 85°40'19" West, 68.67 feet to a 5/8 inch diameter rebar with a plastic cap marked PLS 8587;
2. Thence South 82°59'02" West, 193.54 feet to a 5/8 inch diameter rebar with an unreadable plastic cap;
3. Thence South 67°21'38" West, 99.54 feet to a point of non-tangent curve to the left monumented with a 5/8 inch diameter rebar with an unreadable plastic cap;
4. Thence along the arc of said curve 485.45 feet with said curve having a radius of 2023.48 feet and a delta angle of 13°44'45" (chord S70°40'34"W, 484.29 feet) to a 6 inch diameter concrete post with a 3-1/4 inch diameter brass cap marked Idaho State Highway Right of Way;
5. Thence South 39°42'13" West, 67.06 feet to the Point of Beginning.

Containing: 247,595 square feet (5.684 acres) more or less.

Parcel limits extending from U.S. 95 Federal Aid Project
F-FG-5115 (4) centerline station 57+36.32 to 74+86.80

SEE ATTACHED EXHIBIT.

Dusty B. Obermayer
Date: 2018 05.09 18:16:00-07'00'



RIGHT OF WAY LEGAL DESCRIPTION

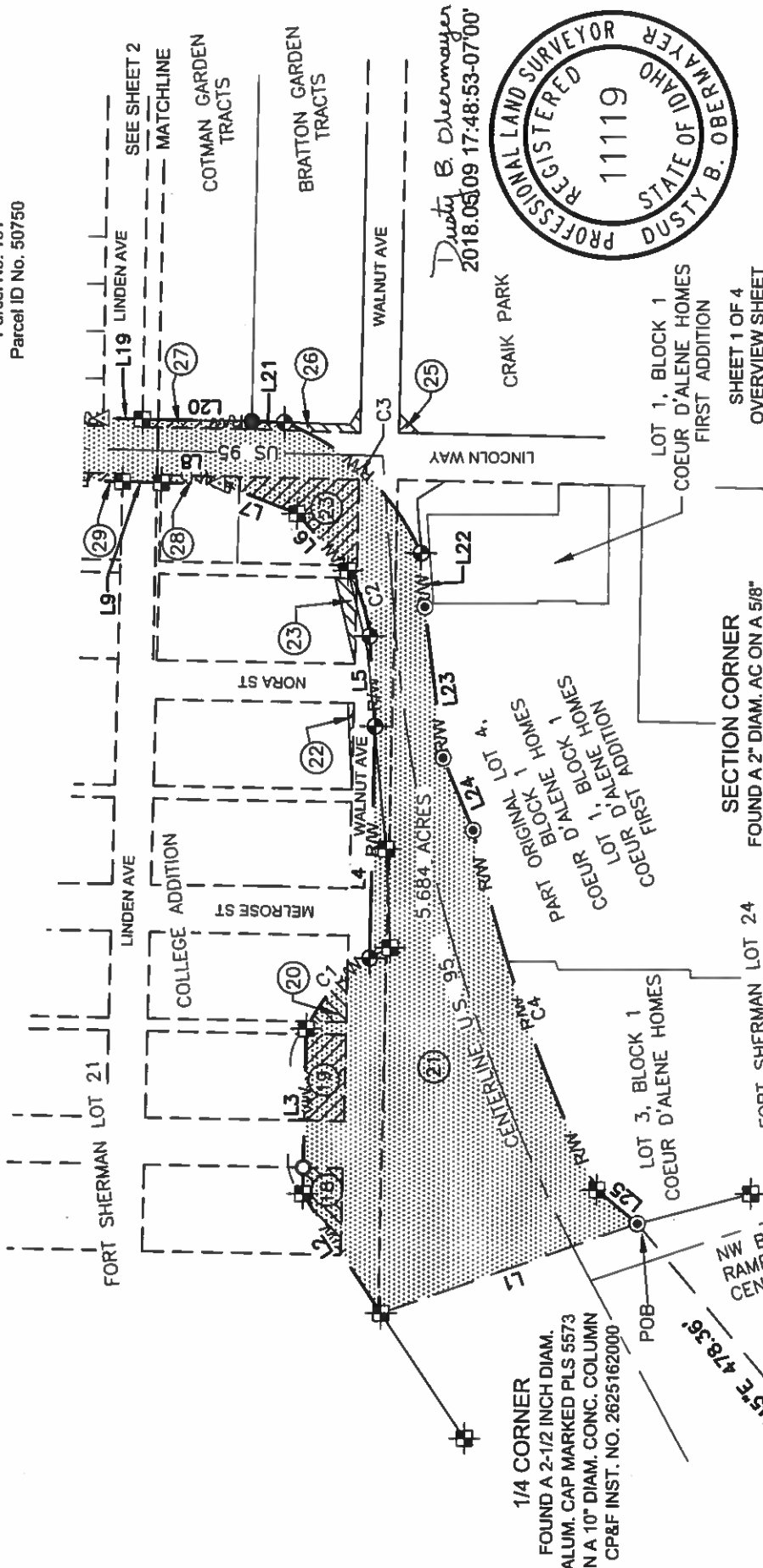
EXHIBIT PARCEL US-95

LOCATED WITHIN THE SE 1/4 OF SECTION 11,
TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN,
KOOTENAI COUNTY, IDAHO
(City of Coeur d'Alene to Idaho Transportation Department)

Parcel No. 101
Parcel ID No. 50750



BASIS OF BEARING: NAD 83, IDAHO STATE
PLANE COORDINATE SYSTEM, WEST ZONE



SECTION CORNER
FOUND A 2" DIAM. AC ON A 5/8"
DIAM. REBAR MARKED PLS 4565
CP&F INST. NO. 2625163000

LOT 1, BLOCK 1
COEUR D'ALENE HOMES
FIRST ADDITION

LOT 3, BLOCK 1
COEUR D'ALENE HOMES

LOT 24
FORT SHERMAN



T-O ENGINEERS
WEST 280 PRAIRIE AVENUE
COEUR D'ALENE, IDAHO 83815-7710
PHONE: (208) 762-3644
FAX: (208) 762-3708
E-FILE: 170145_V_ITD QC Legal Exhibit.dwg DATE: MAY, 2018 JOB: 170145

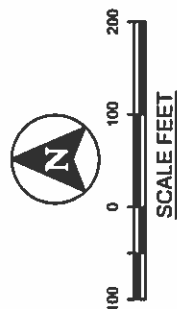


S89°03'18"E 2662.80'

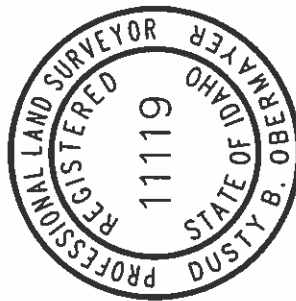
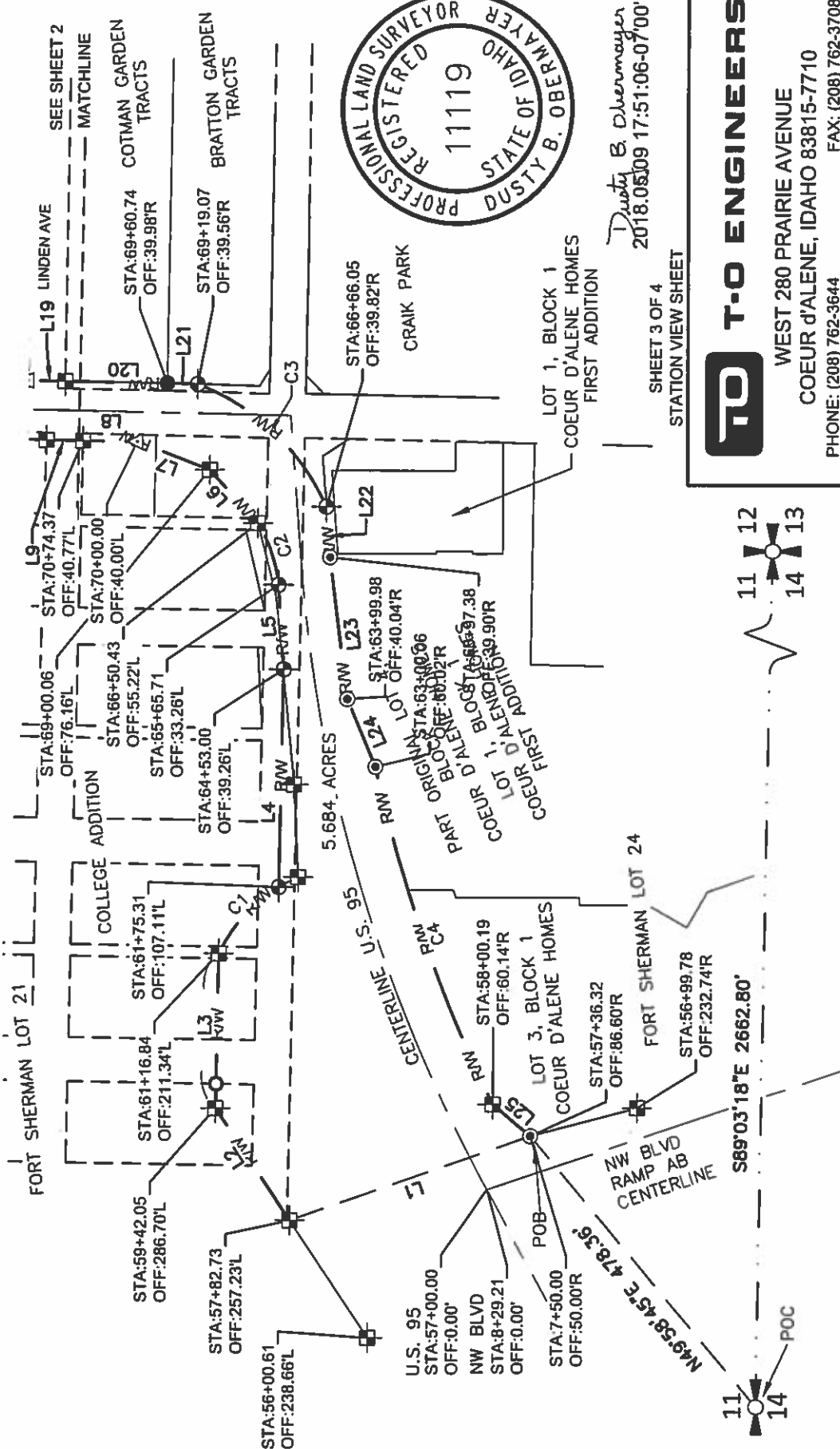


LOCATED WITHIN THE SE 1/4 OF SECTION 11,
TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN,
KOOTENAI COUNTY, IDAHO
(City of Coeur d'Alene to Idaho Transportation Department)

Parcel No. 101
Parcel ID No. 50750



BASIS OF BEARING: NAD 83, IDAHO STATE
PLANE COORDINATE SYSTEM, WEST ZONE



Dusty B. Obermayer
2018.05.09 17:51:06-07'00'

SHEET 3 OF 4
STATION VIEW SHEET



T-O ENGINEERS

WEST 280 PRAIRIE AVENUE

COEUR d'ALENE, IDAHO 83815-7710

PHONE: (208) 762-3644

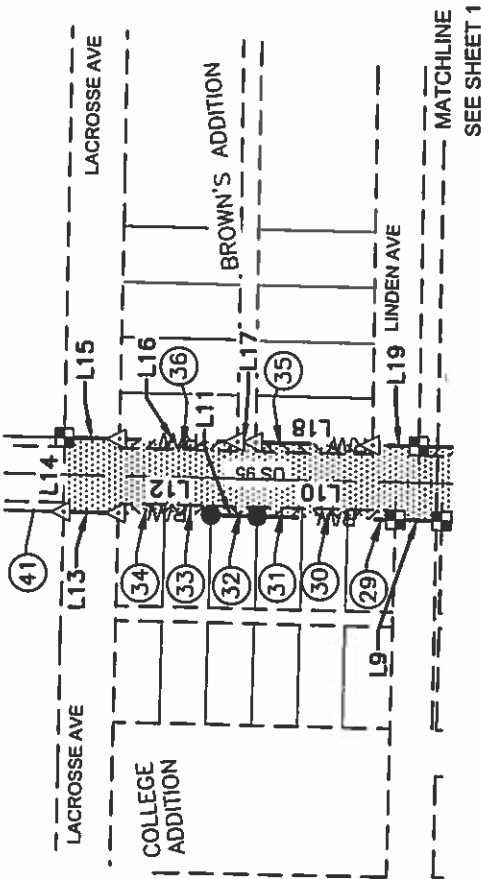
FAX: (208) 762-3708

DATE: MAY. 2018 JOB: 170145

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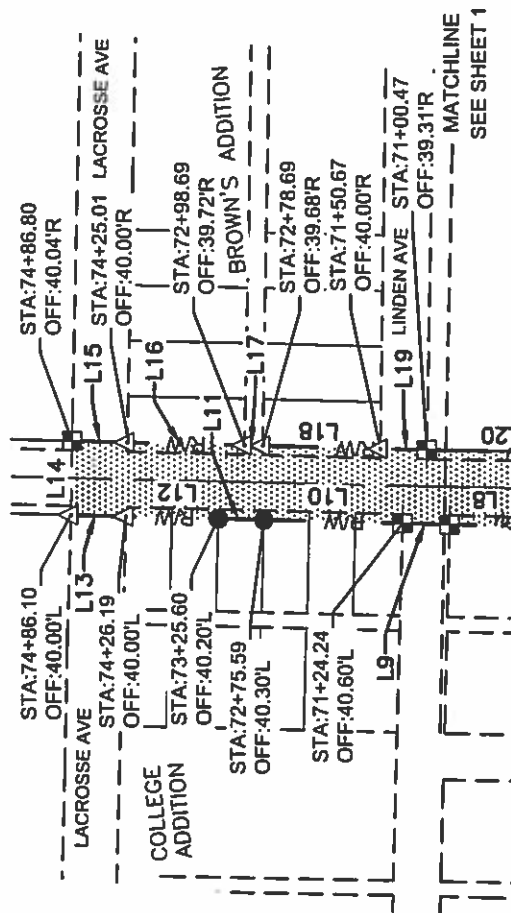


BASIS OF BEARING: NAD 83, IDAHO STATE
PLANE COORDINATE SYSTEM, WEST ZONE



OVERVIEW

STATION VIEW



SHEET 2 OF 4



T-O ENGINEERS

WEST 280 PRAIRIE AVENUE

COEUR D'ALENE, IDAHO 83815-7710

PHONE: (208) 762-3644

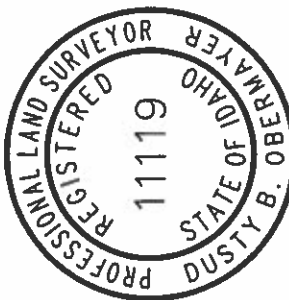
FAX: (208) 762-3708

E-FILE: 170145_V_ITD OC Legal Exhibit.dwg

DATE: MAY 2018

JOB: 170145

Dusty B. Obermayer
Date: 2018.05.09 17:49:35-07'00'



LINE TABLE

LINE	BEARING	DISTANCE
L1	N19°18'09"W	347.19'
L2	N56°14'25"E	182.46'
L3	S88°49'34"E	209.61'
L4	S88°47'15"E	295.11'
L5	N86°19'01"E	114.82'
L6	N47°45'10"E	97.70'
L7	N21°03'23"E	106.29'
L8	N00°34'20"E	74.37'
L9	N01°21'29"E	49.87'
L10	N01°16'41"E	151.35'
L11	N01°16'41"E	50.01'
L12	N01°16'41"E	100.59'
L13	N01°13'57"E	60.00'
L14	S89°12'22"E	80.04'
L15	S01°16'59"W	60.00'
L16	S01°16'59"W	128.02'
L17	S01°16'59"W	20.00'
L18	S01°16'59"W	128.02'
L19	S01°16'59"W	50.19'
L20	S00°53'19"W	139.73'
L21	S01°44'35"W	41.67'
L22	S85°40'19"W	68.67'
L23	S82°59'02"W	193.54'
L24	S67°21'38"W	99.54'
L25	S39°42'13"W	67.06'

BASIS OF BEARING: NAD 83, IDAHO STATE
PLANE COORDINATE SYSTEM, WEST ZONE

Parcel No. 101
Parcel ID No. 50750

LEGEND

 5/8" X 30" LONG REBAR WITH A
3" ZINC CAP, MARKED IDAHO TRANS DEPT R/W
MONUMENT

 IRON PIPE

 1/2 INCH DIAM REBAR

 5/8 INCH DIAM REBAR

 FOUND RIGHT OF WAY MONUMENT

 CALCULATED POINT

 POB

 POC

 AREA TO BE DEEDED TO THE IDAHO
TRANSPORTATION DEPARTMENT

 PARCELS ACQUIRED BY FEDERAL AID PROJECT No.
F-FG-5115(4)

 ALSO PARCELS ACQUIRED BY FEDERAL AID PROJECT
No. F-FG-5115(4). HATCH ROTATED FOR SEPARATION
CLARITY

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C1	123.52'	210.00'	33°42'06"	121.75'	S47°47'56"E
C2	88.78'	201.59'	25°14'03"	88.07'	N71°08'12"E
C3	247.96'	318.50'	44°36'25"	241.75'	S43°17'36"W
C4	485.45'	2023.48'	13°44'45"	484.29'	S70°40'34"W

SHEET 4 OF 4



T-O ENGINEERS

WEST 280 PRAIRIE AVENUE

COEUR D'ALENE, IDAHO 83815-7710

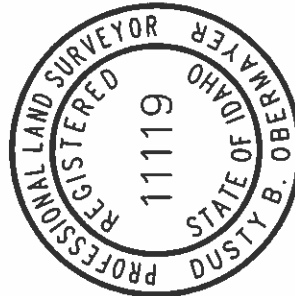
PHONE: (208) 762-3644

FAX: (208) 762-3708

E-FILE: 170145_V_JTD OC Legal Exhibit.dwg

DATE: MAY, 2018

JOB: 170145



Dusty B. Obermayer
201805.09 17:51:50-07'00'

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: July 3, 2018
FROM: Chris Bosley – City Engineer
SUBJECT: Standard Drawing Updates

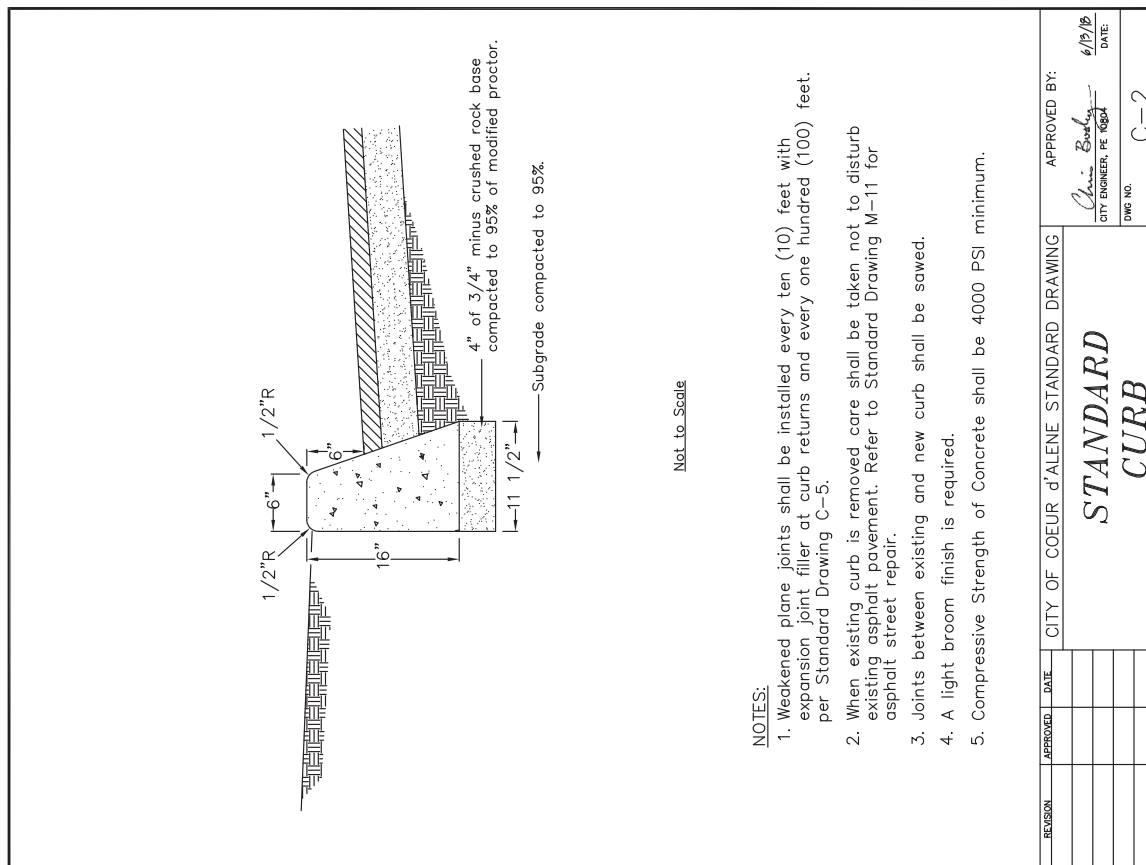
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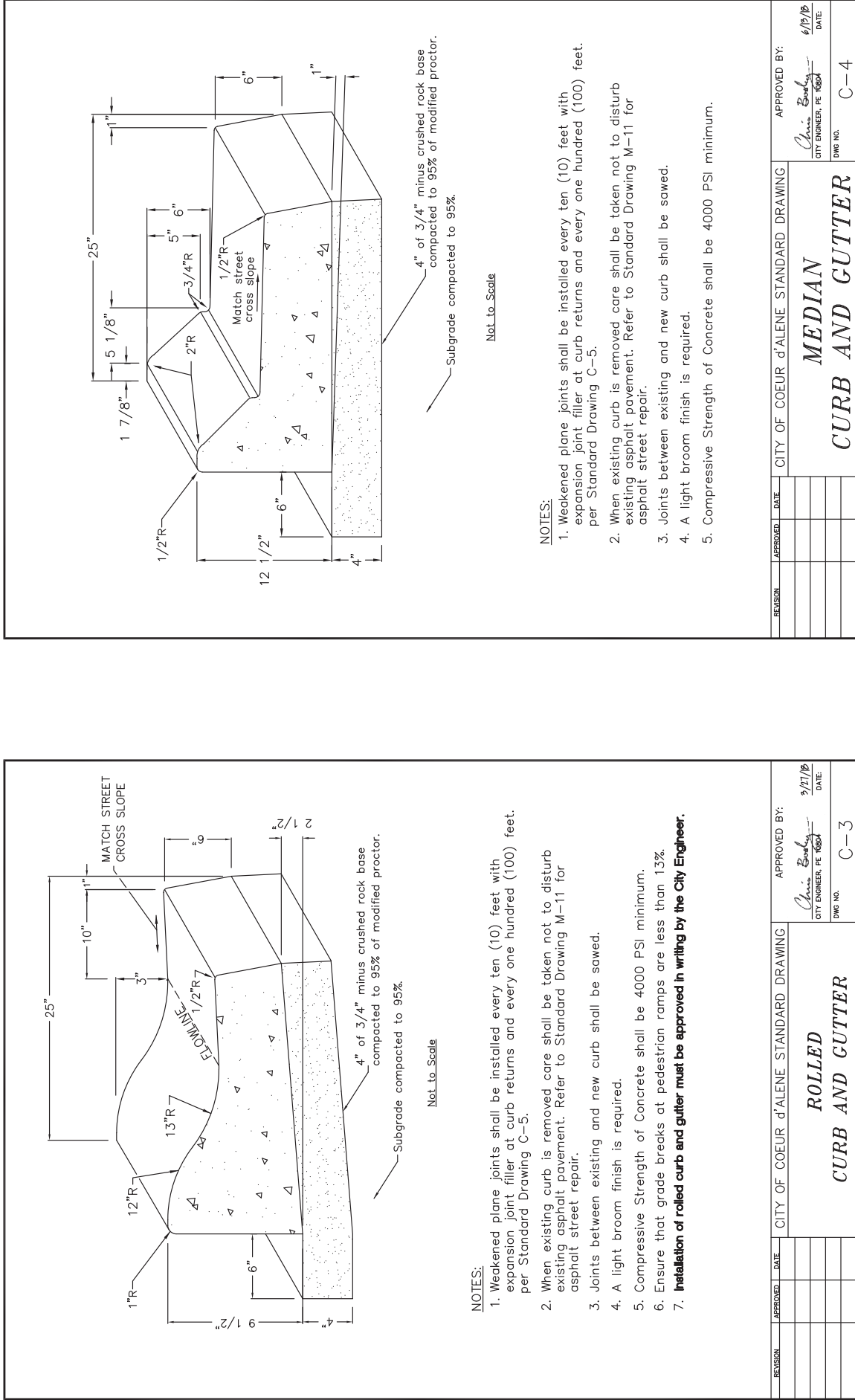
DECISION POINT: Should the City approve updated and new Standard Drawings for public works construction?

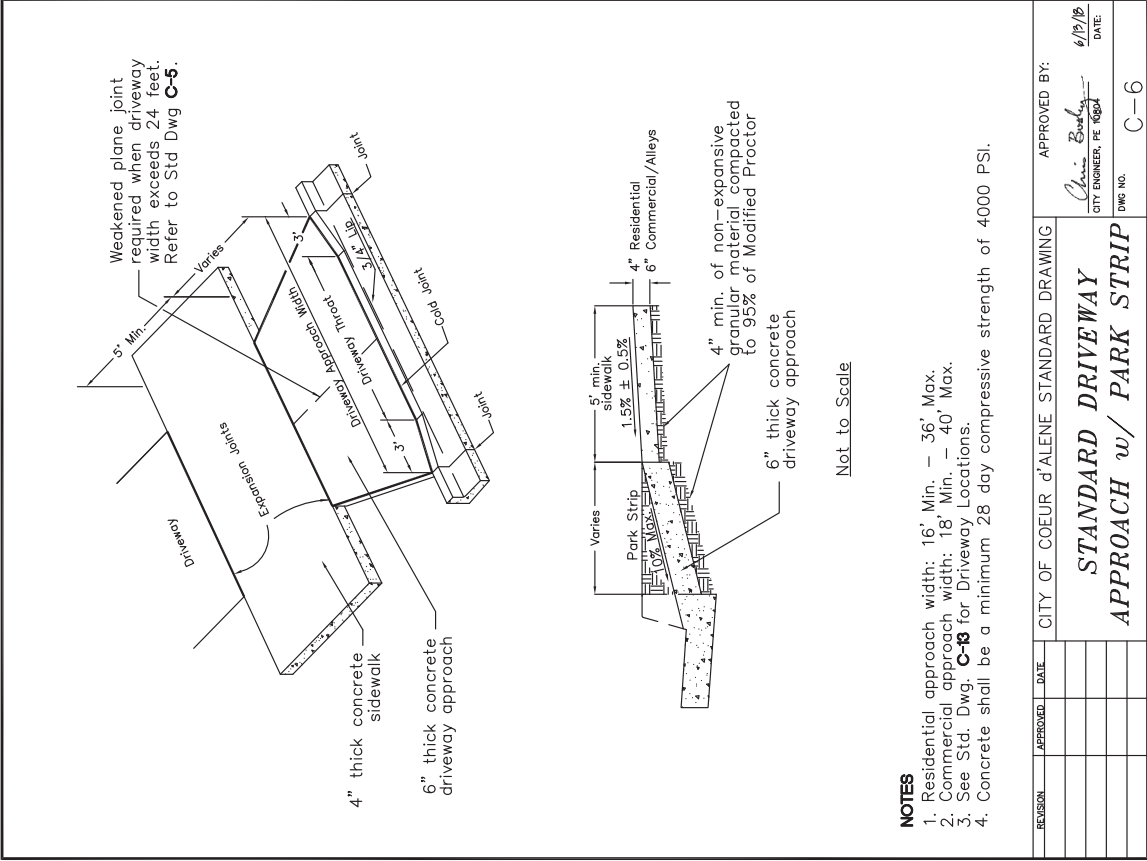
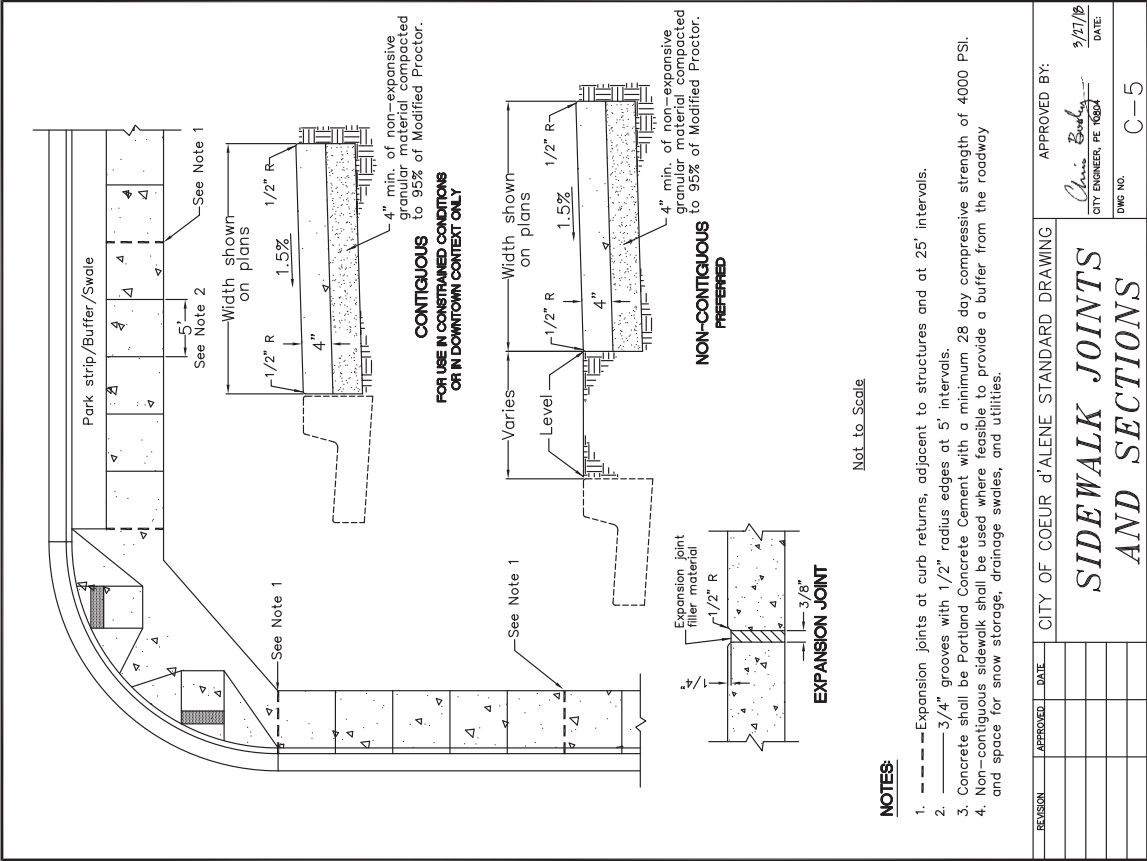
HISTORY: The City has a library of Standard Drawings to guide public works construction projects to meet its requirements. These Standard Drawings are important to ensure that construction projects are completed in a way that is satisfactory to the City, meet Federal, State, and local requirements, provide longevity, and are serviceable by our departments. The last update to the Standard Drawings was approved in 2015 by the former City Engineer, various departments, and City Council. Input for these updates and new drawings was obtained from City inspectors, various departments that deal with public works construction, and local consultants. These updates and new drawings will replace the current Standard Drawings found on our website.

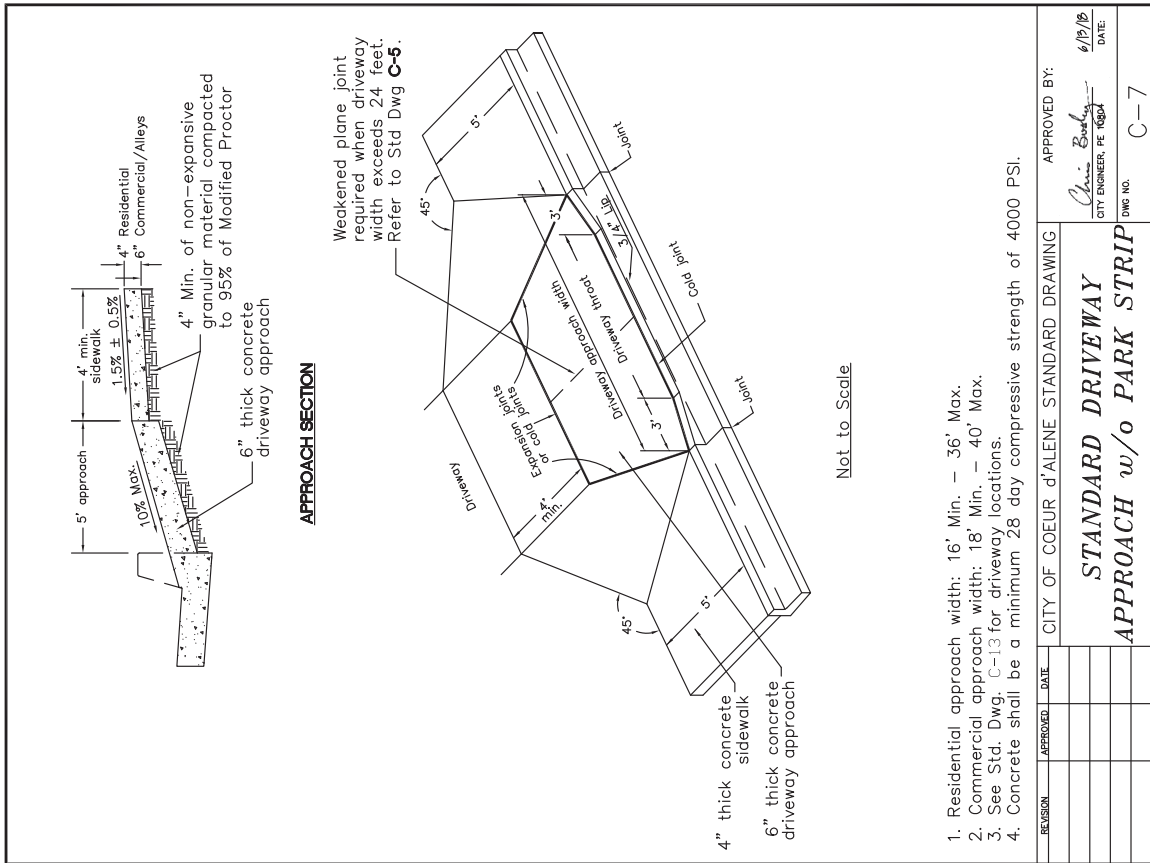
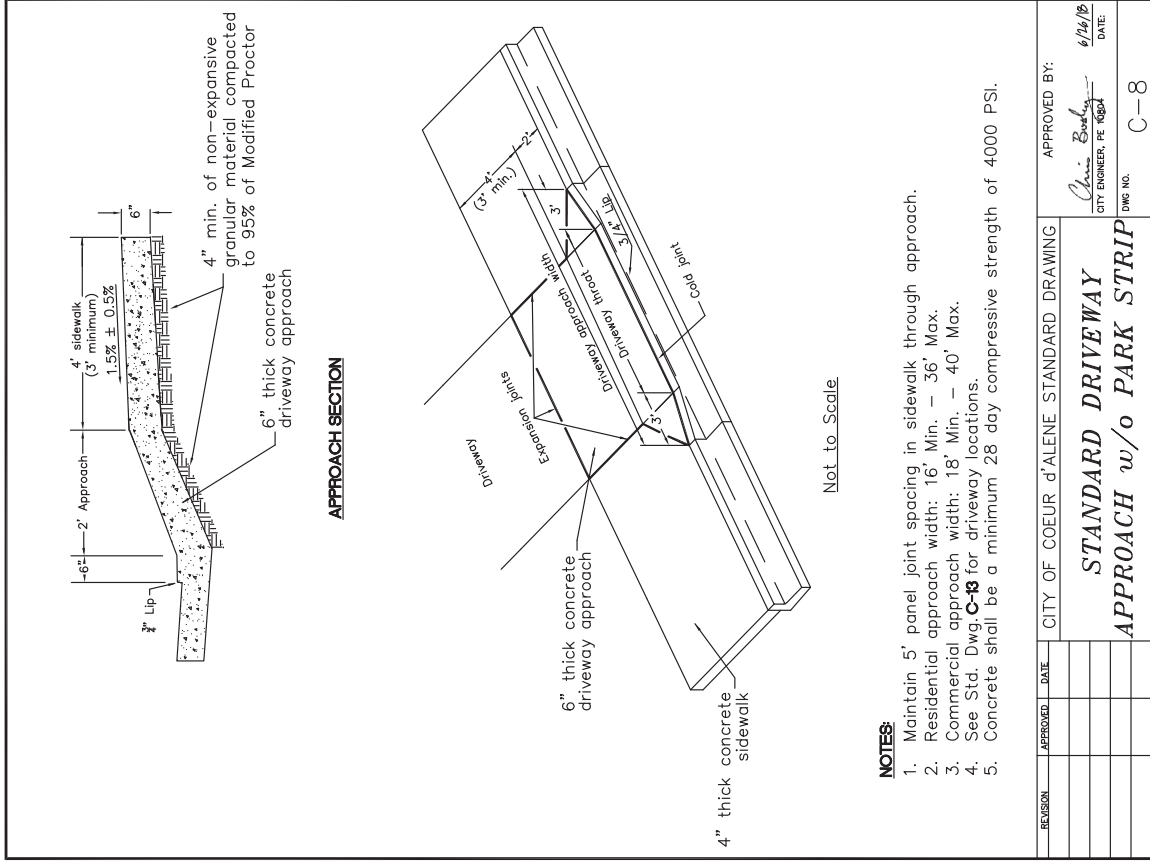
FINANCIAL ANALYSIS: All work on the Standard Drawing updates was performed by City staff. There is no financial requirement from the City.

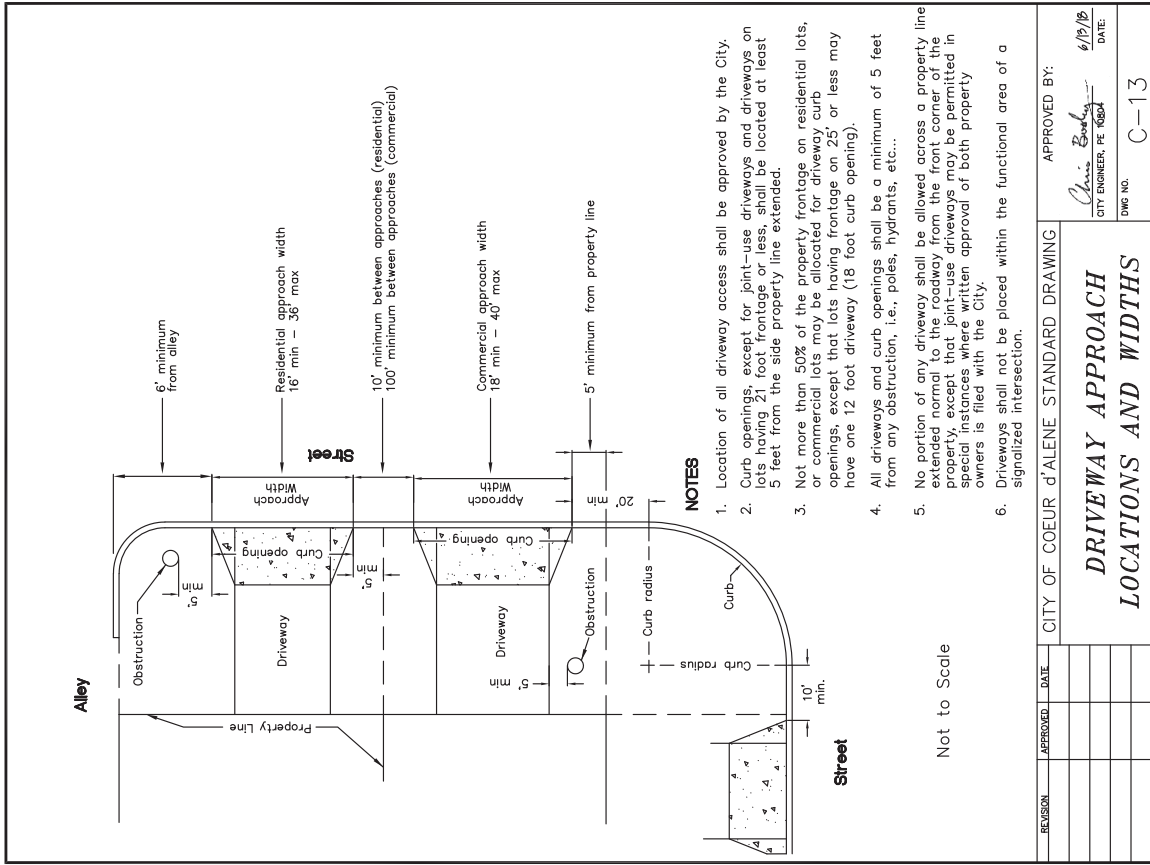
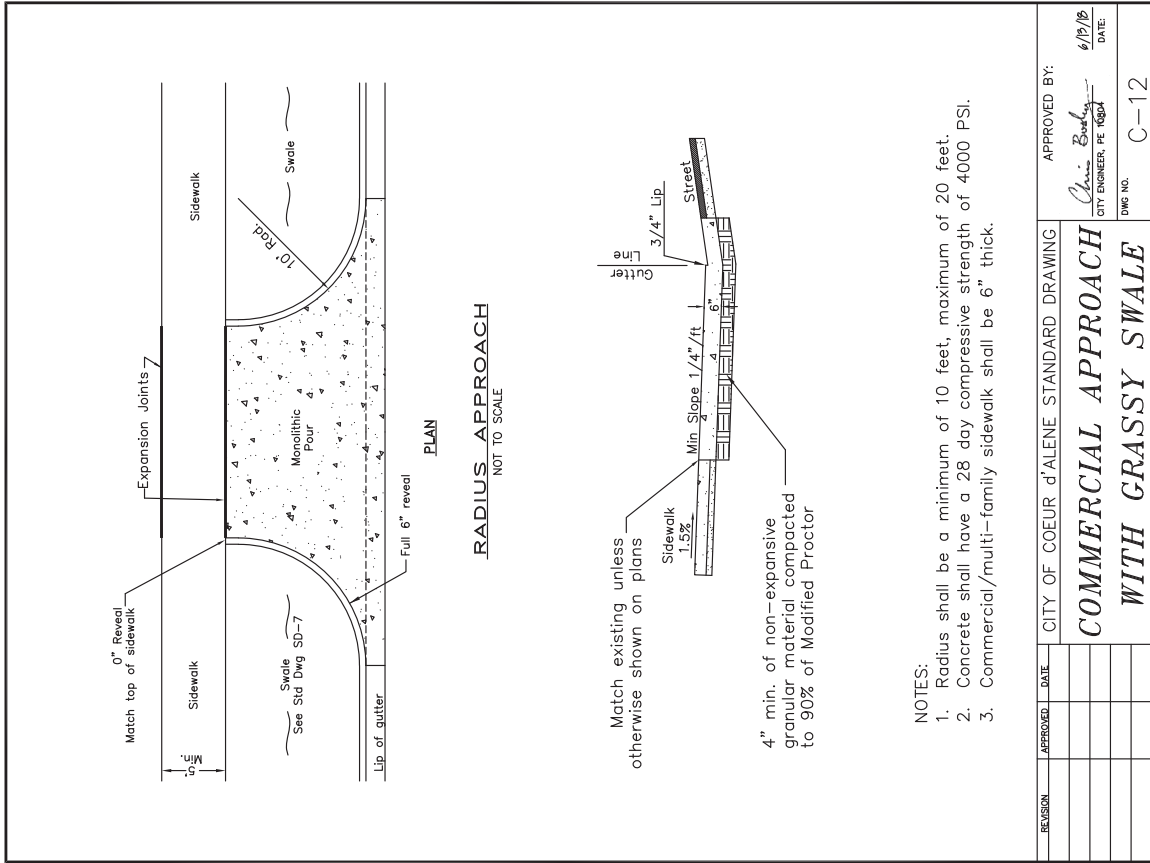
DECISION POINT/RECOMMENDATION: Council should approve the updates to the Standard Drawings and the new drawings.

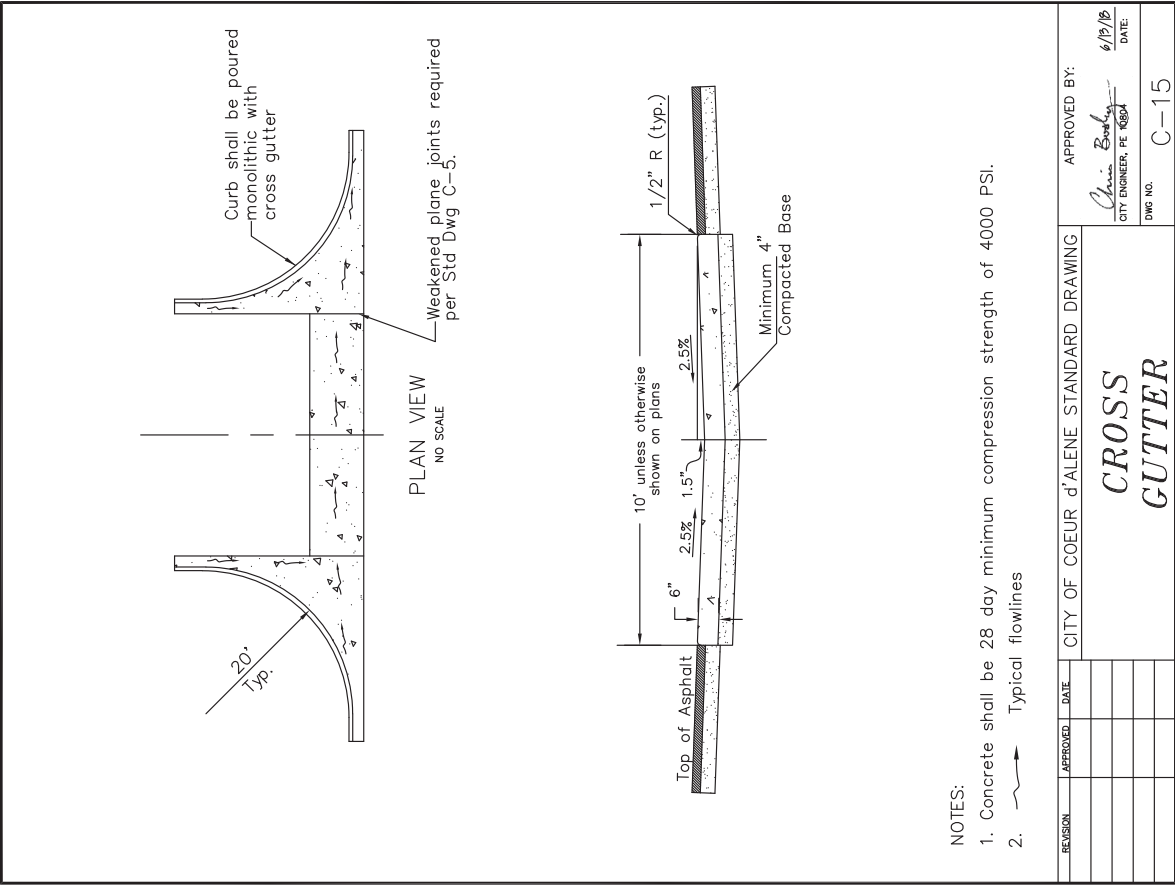
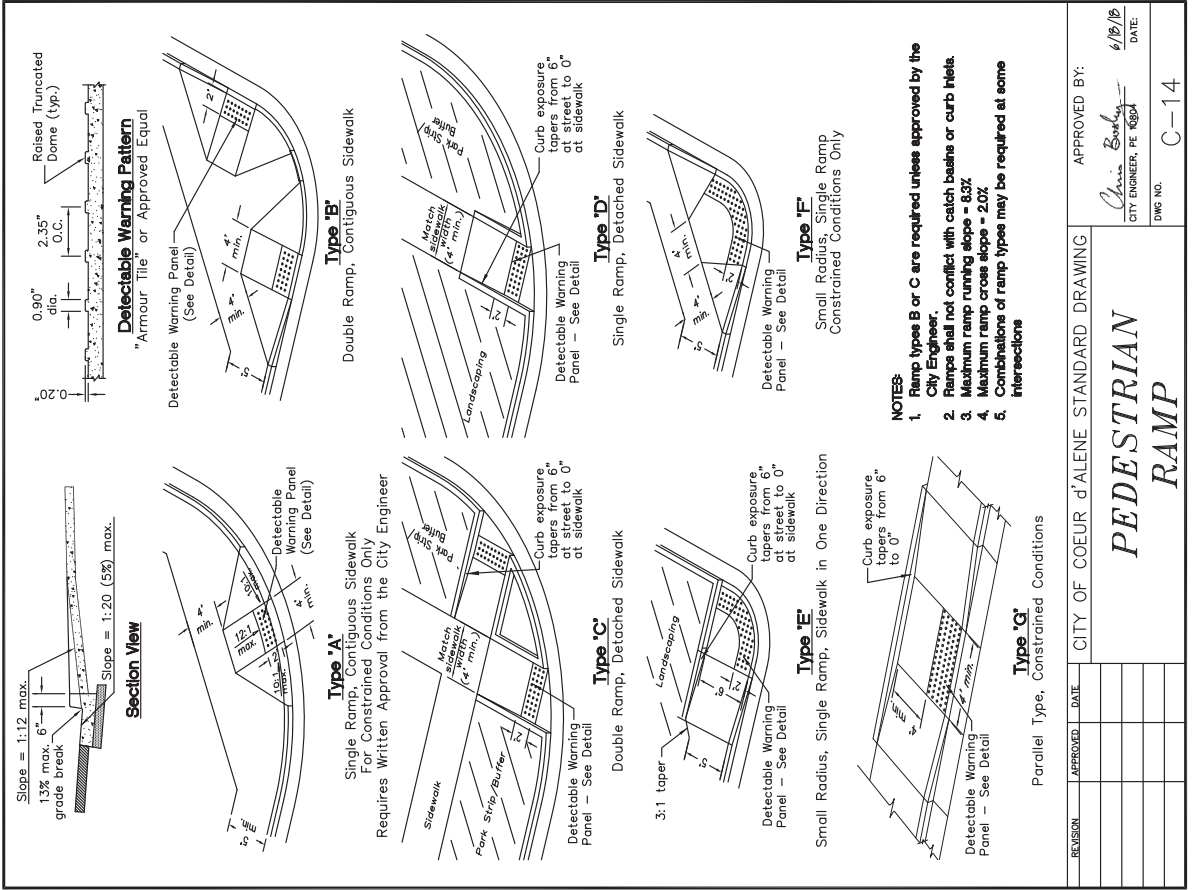


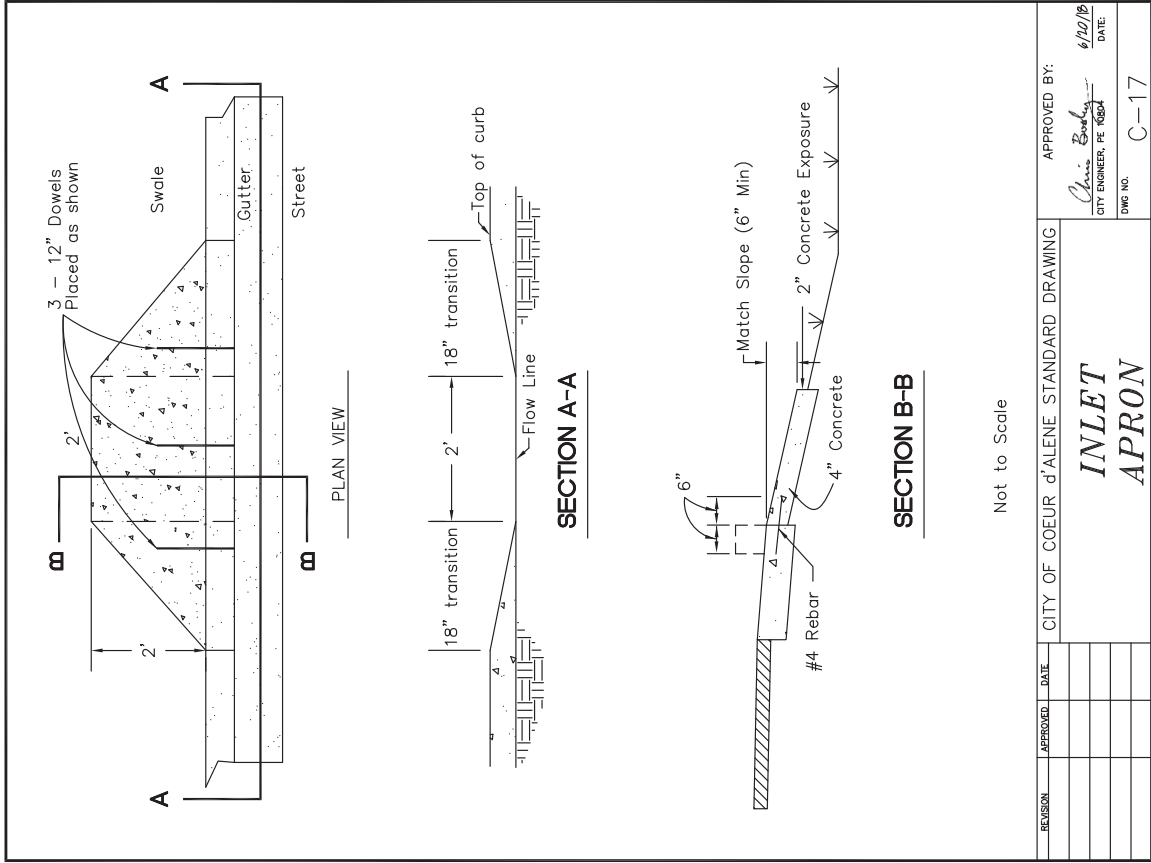
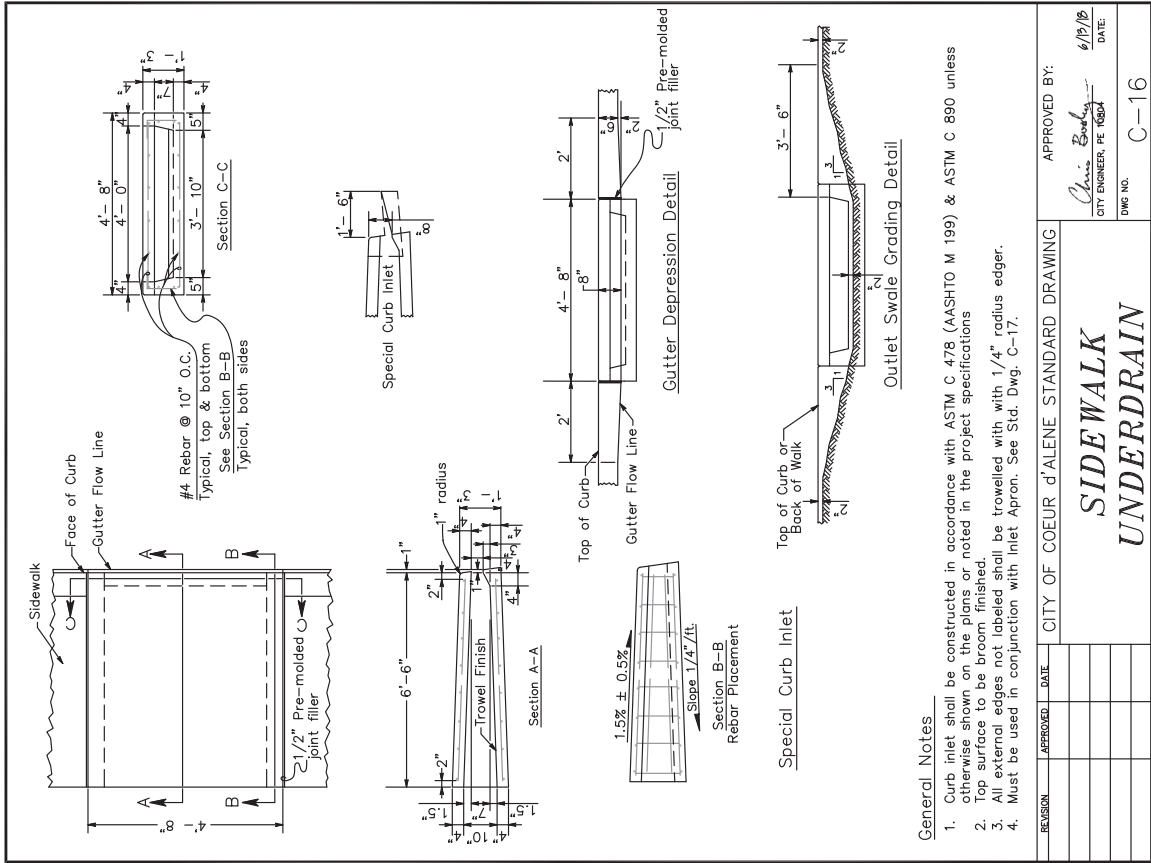


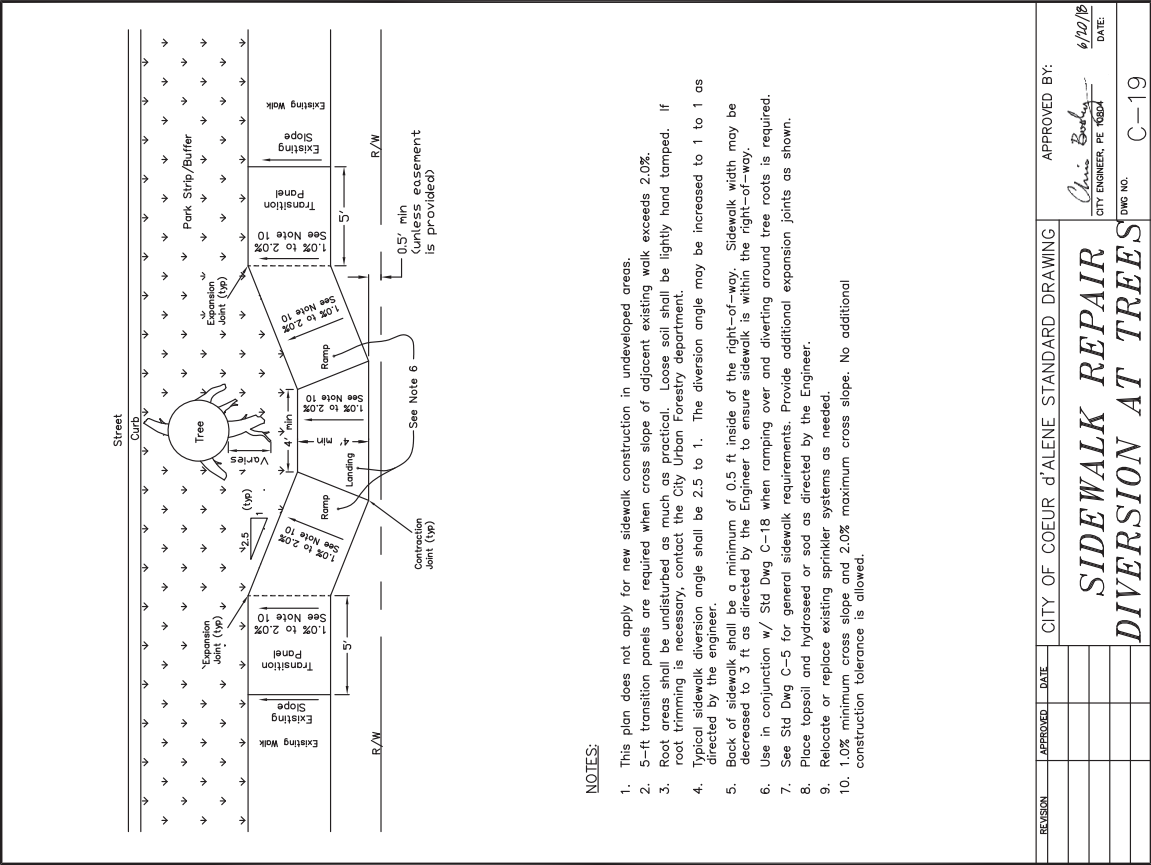
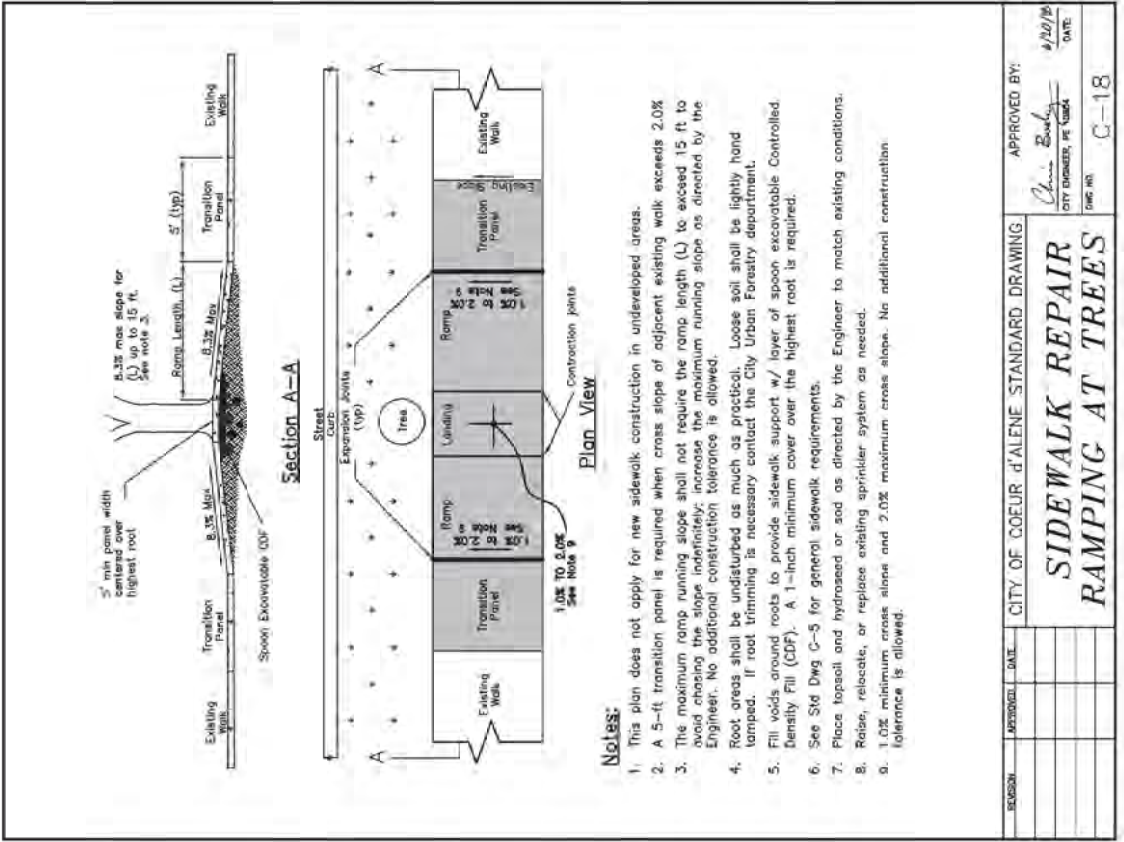


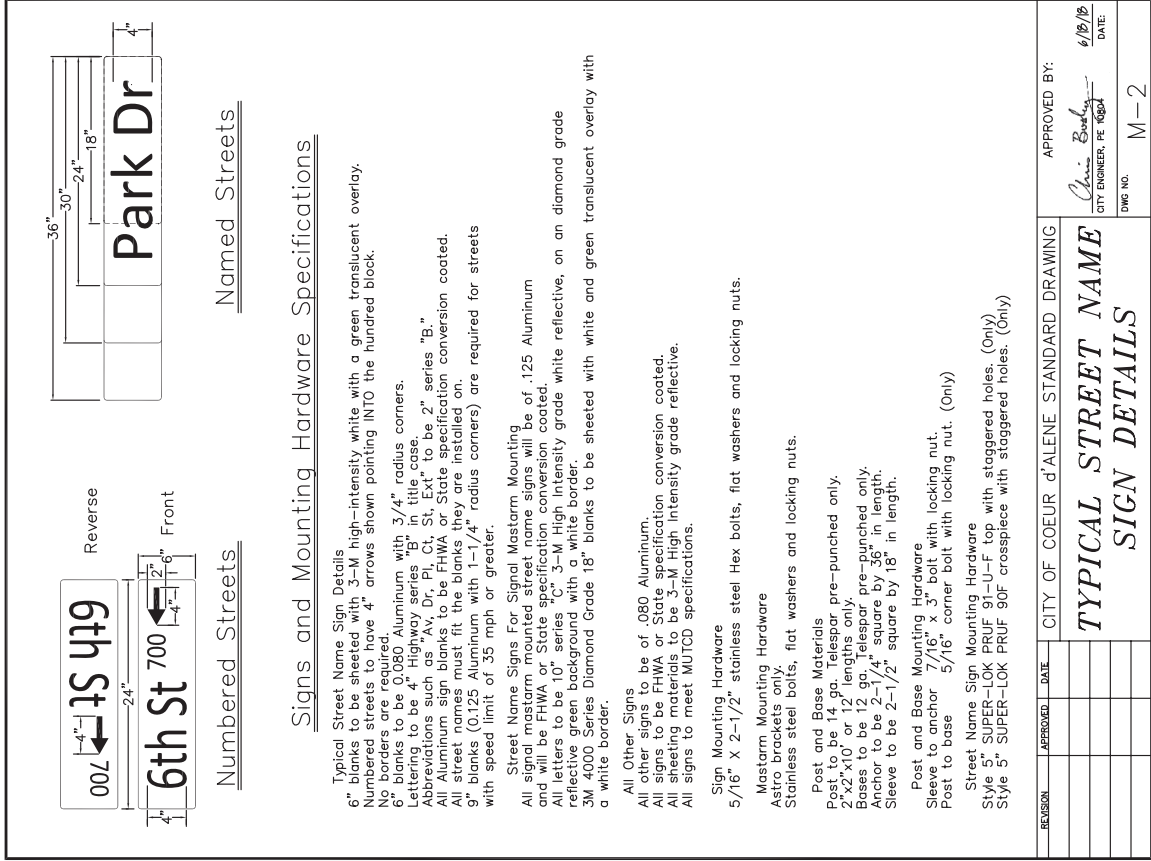
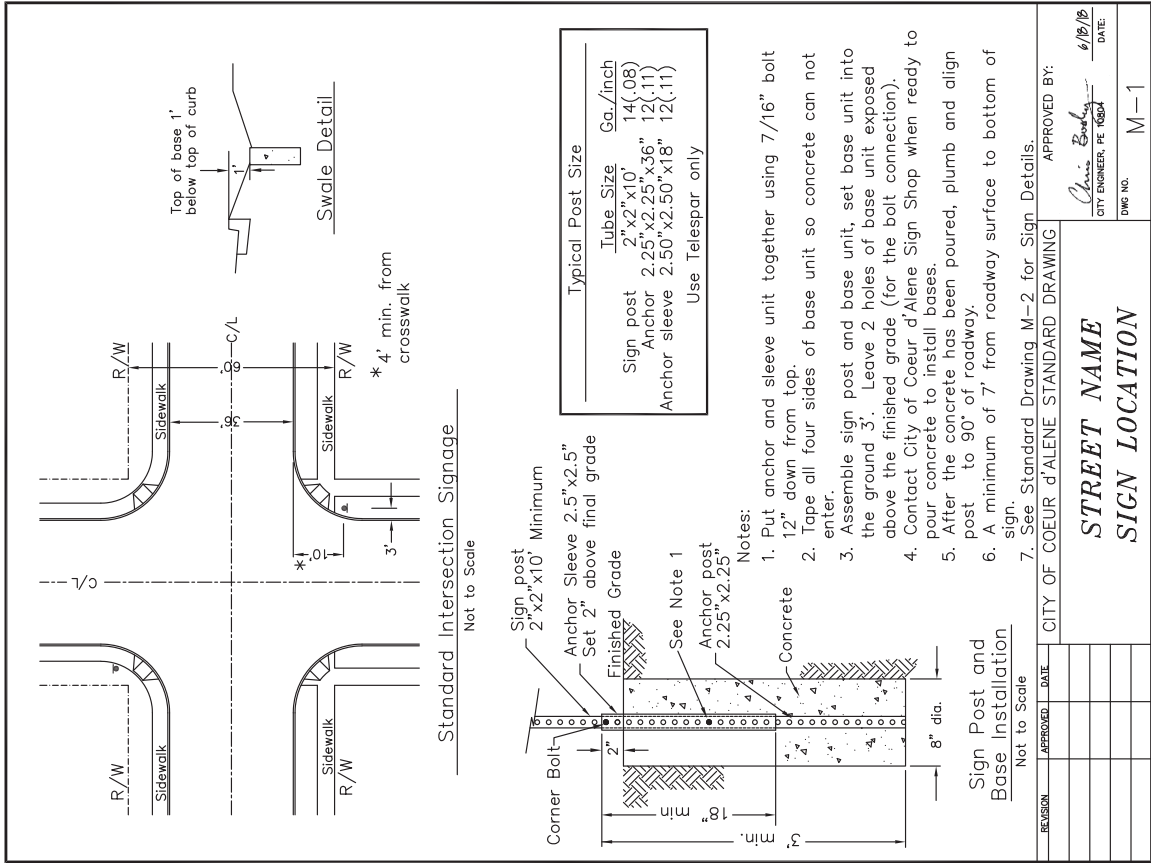


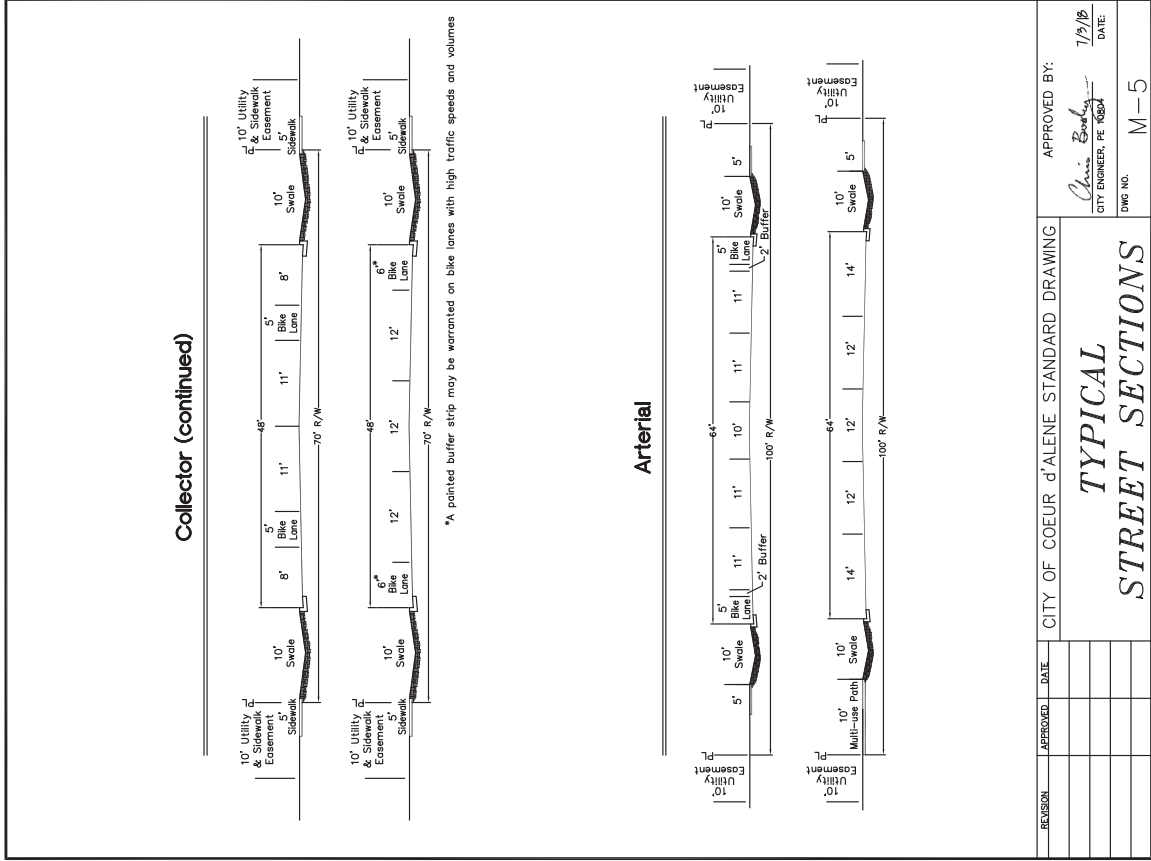
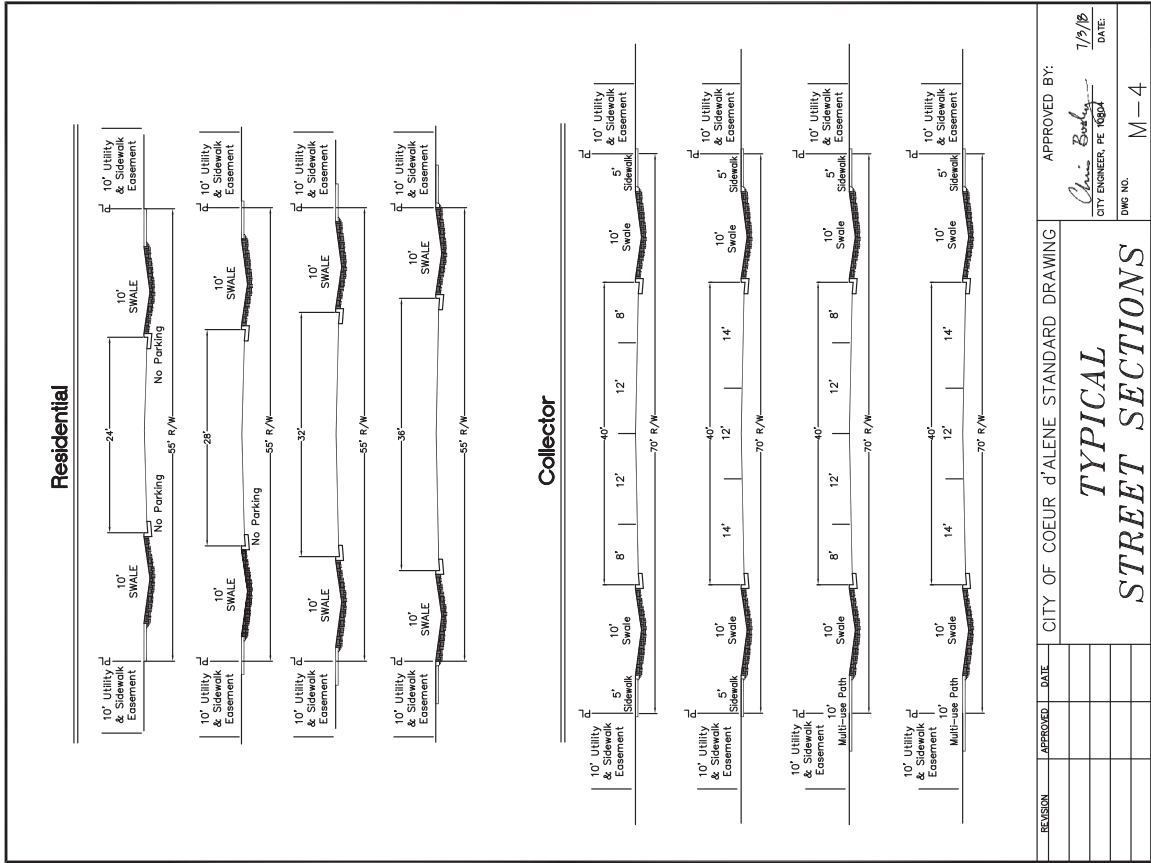


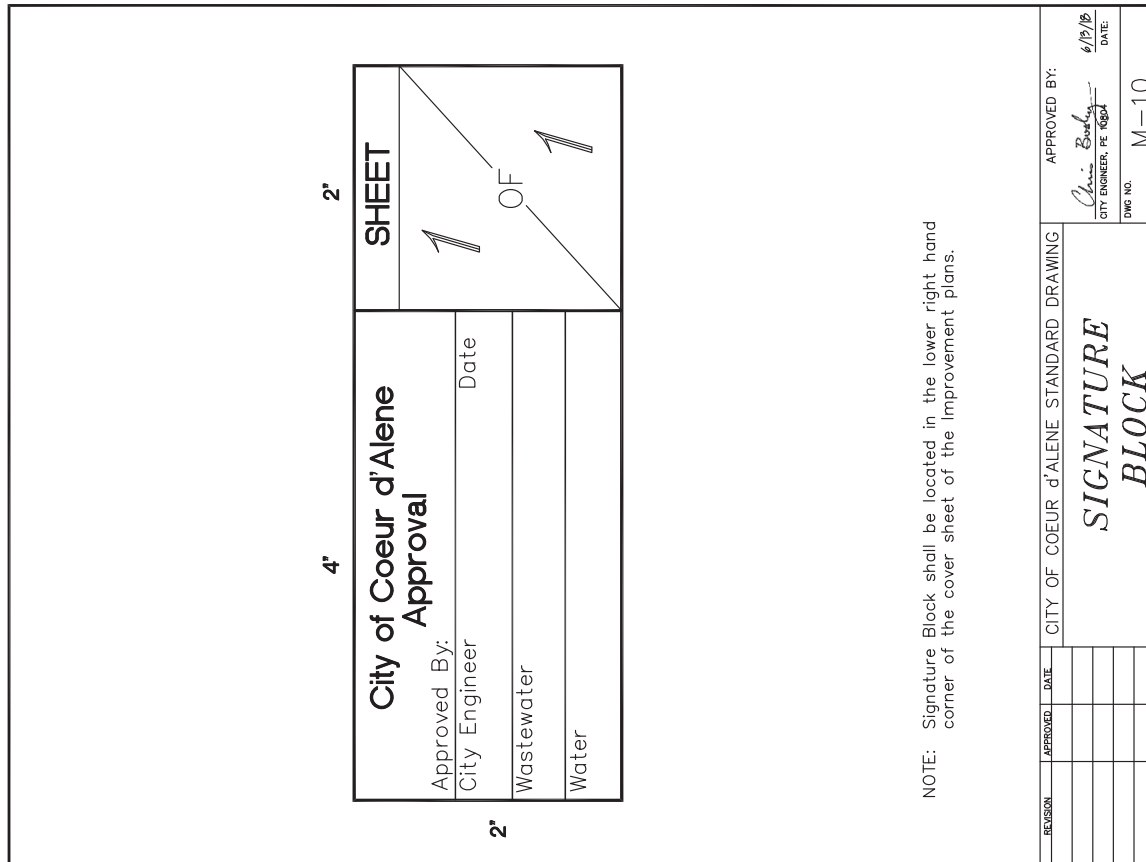
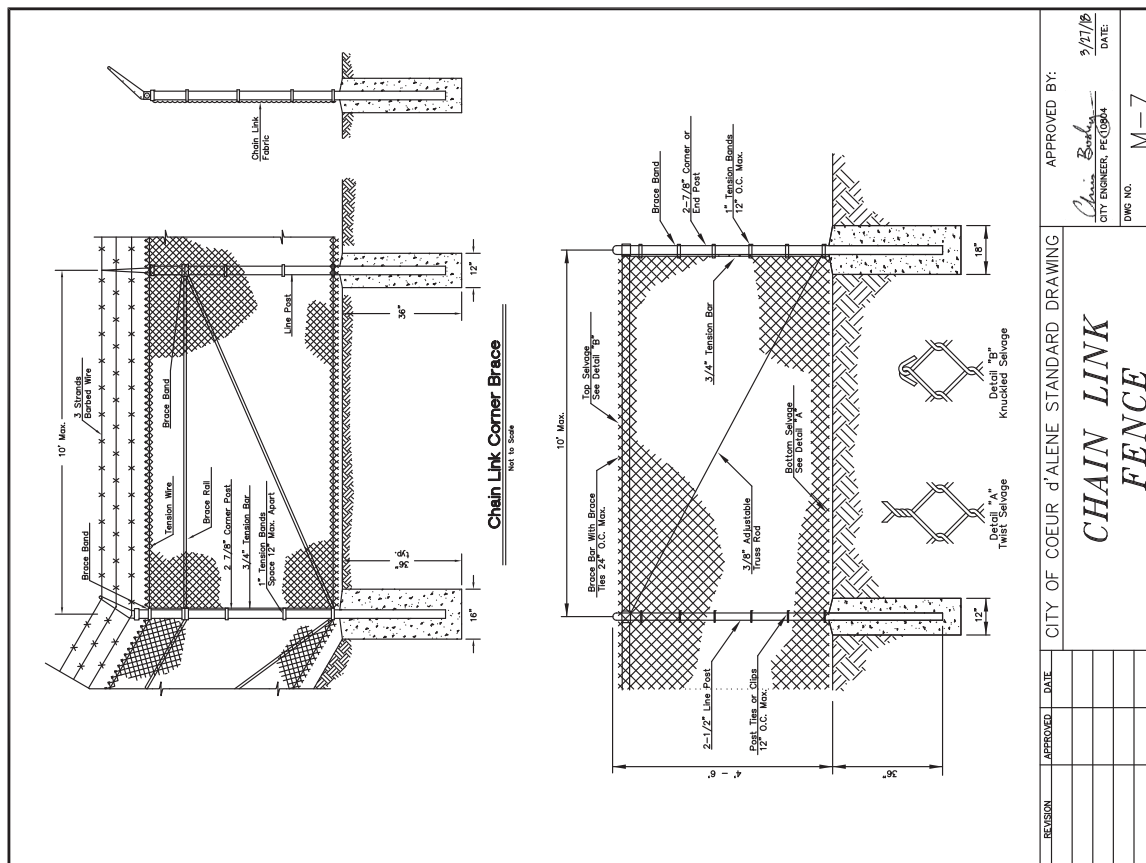


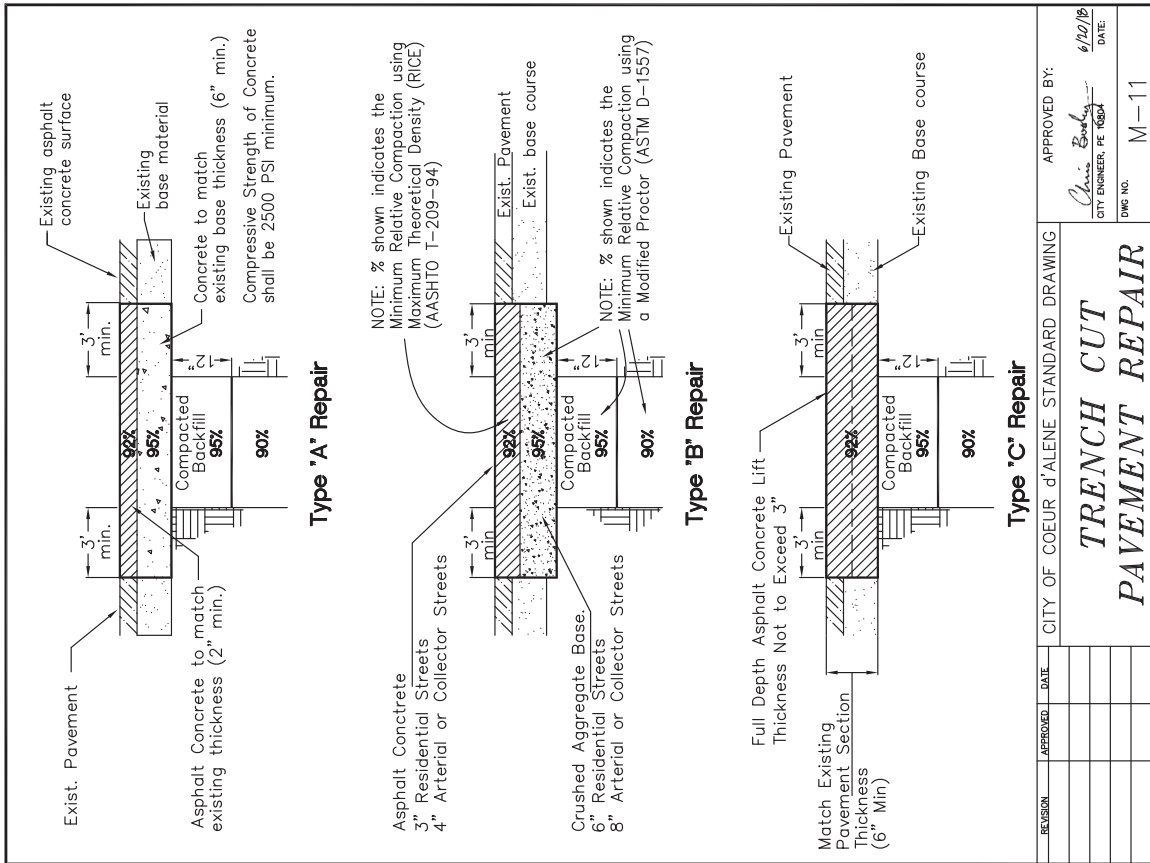
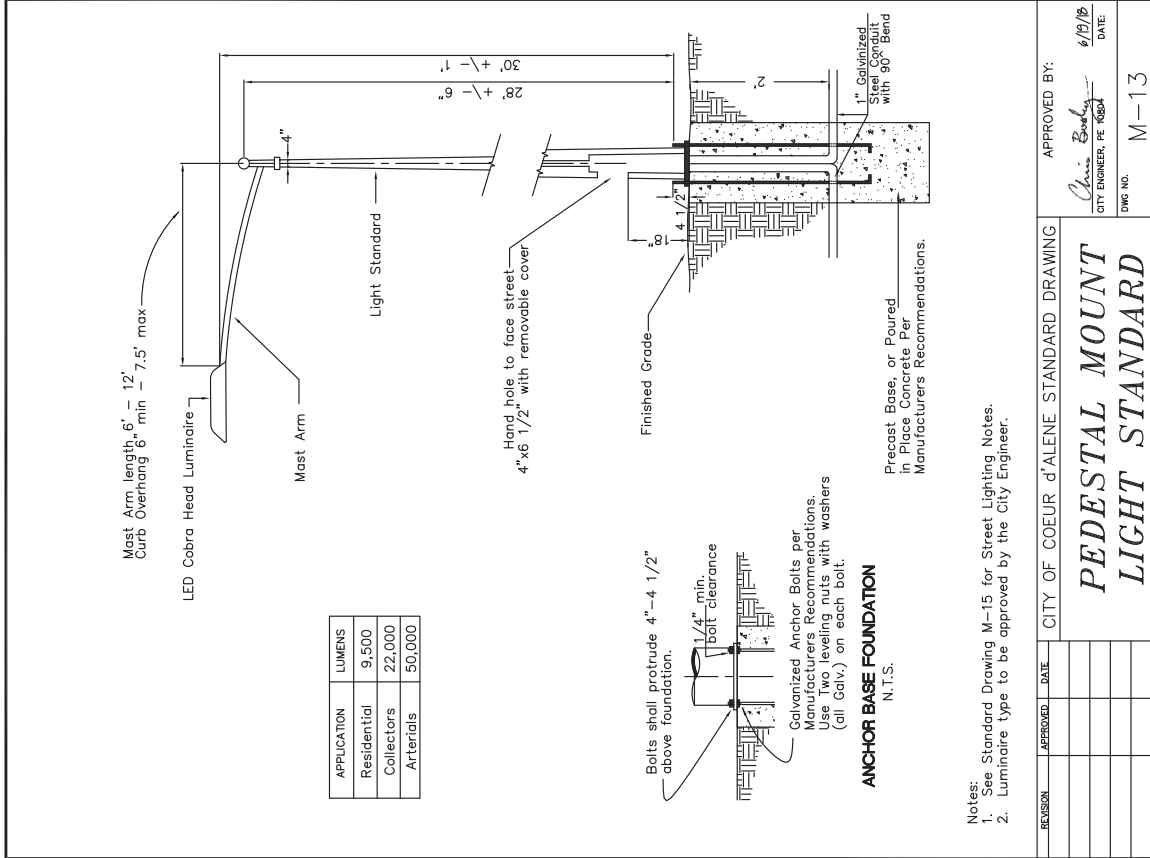












REVISION	APPROVED	DATE	CITY OF COEUR D'ALENE STANDARD DRAWING	APPROVED BY:
			STREET LIGHTING	<i>Chris Barkley</i> 6/13/18 CITY ENGINEER, PE 1084 DATE
			NOTES	DWG NO. M-15

POLE AND MASTARM:
Poles and Mastarms shall be a minimum of 10 ga. (48 kpsi) steel. They shall be galvanized inside and out per ASTM A-123.

LUMINAIRES:
Street light luminaires shall be two-way Cobra head furnished with a Light Emitting Diode (LED) lamp, internal ballast, and an external twist lock photoelectric control unit. Luminaires shall be designed for horizontal mounting with a horizontal burning lamp. They shall be cutoff type that does not allow light above the horizontal. Luminaires shall be cast aluminum with a baked gray enamel finish. They shall be marked to indicate wattage.

PHOTOCELL:
The photocell unit shall consist of a 120 Volt Photoelectric cell in a weatherproof housing which plugs into a 3 terminal twist lock NEMA receptacle integral with the luminaire. The control shall have an activation level between 1 and 2 foot-candles and a shut-off level of 3 times the activation level.

FUSES:
Fuses shall be in-line cartridge type 35 amp fuses installed in the hot leg of the conductor. The fuse shall be located in the base of the pole or in the transformer. Fuse holders shall be Bussman #516-0100 and #516-0110 (boots) or approved equal.

WIRING:
Service runs to lights shall be solid or stranded THW copper wire No. 10 minimum. Size of wire shall be selected so that the voltage drop to the farthest light does not exceed 3% and shall be indicated on the As-Built plans.

SPlicing:
Splices shall be permitted in pull boxes and lighting standard bases only. All splices shall be waterproof, with epoxy encapsulation or heatshrink tubing.

CONDUIT:
All conduit shall be 1-inch UL approved heavy wall polyvinyl chloride (PVC schedule 40). Conduit shall be laid to a depth of not less than thirty (30) inches. Conduit laid in open trench shall not be covered nor shall any trench or inspection hole be backfilled until installation has been accepted by the City Engineer or designee.

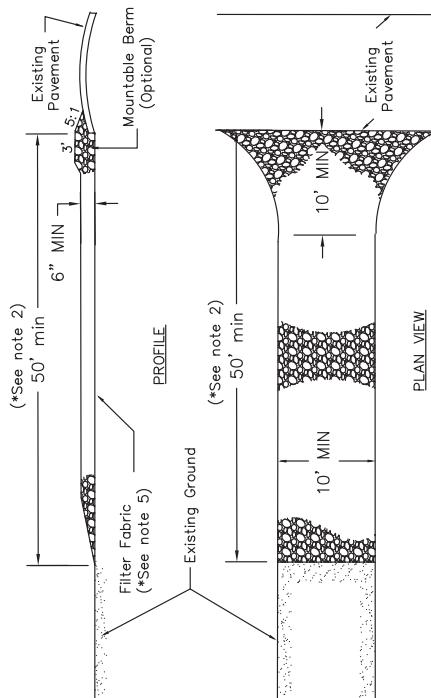
REVISION	APPROVED	DATE	CITY OF COEUR D'ALENE STANDARD DRAWING	APPROVED BY:
			EROSION/SEDIMENTATION	<i>Chris Barkley</i> 6/12/18 CITY ENGINEER, PE 1084 DATE
			CONTROL NOTES PAGE 1	DWG NO. M-16

EROSION / SEDIMENTATION CONTROL NOTES PAGE 1

- Approval of this Erosion/Sedimentation Control (ESC) plan does not constitute an approval of permanent road or drainage design (e.g., size and location of roads, pipes, restrictors, channels, retention facilities, utilities, etc.).
- The implementation of this ESC plan and the construction, maintenance, replacement, and upgrading of these ESC facilities is the responsibility of the Permittee / Contractor until all construction is approved.
- The boundaries of the clearing limits shown on this plan shall be clearly flagged in the field by a clearing control fence prior to construction. During the construction period, no disturbance or removal of any ground cover beyond the flagged clearing limits shall be permitted. The flagging shall be maintained by the Permittee / Contractor for the duration of construction. All ground cover is to remain outside of clearing area(s).
- The ESC facilities shown on this plan must be constructed in conjunction with all clearing and grading activities in such a manner as to ensure that sediment-laden water does not enter the drainage system, leave the site, or violate applicable water standards, and must be installed and in operation prior to any grading or land clearing. Wherever possible, maintain natural vegetation for erosion control.
- The ESC facilities shown on this plan are the minimum requirements for anticipated site conditions. During the construction period, these ESC facilities shall be upgraded (e.g., additional sumps, relocation of ditches and silt fences, etc.) as needed for unexpected storm events. Additionally, more ESC facilities may be required to ensure complete siltation control. Therefore, during the course of construction it shall be the obligation and responsibility of the Contractor to address any new conditions that may be created by his activities and to provide additional facilities over and above the minimum requirements as may be needed.
- The ESC facilities shall be inspected by the Permittee / Contractor daily during non-rainfall periods, every hour (daylight) during a rainfall event, and at the end of every rainfall, and maintained as necessary to ensure their continued functioning. In addition, temporary siltation ponds and all temporary siltation controls shall be maintained in a satisfactory condition until such time as clearing and/or construction is completed, permanent drainage facilities are operational, and the potential for erosion has passed.
- The ESC facilities on inactive sites shall be inspected and maintained a minimum of once a week or within 48 hours following a storm event.
- At no time shall more than 1 foot of sediment be allowed to accumulate within a catch basin. All catch basins and conveyance lines shall be cleaned prior to paving. The cleaning operation shall not flush sediment-laden water into the downstream system.
- Stabilized construction entrances and wash pads shall be installed at the beginning of construction and maintained for the duration of the project. Additional measures may be required to ensure that all paved areas are kept clean for the duration of the project.
- Any permanent retention/detention facility used as a temporary settling basin shall be modified within the necessary erosion control measures and shall provide adequate storage capacity. If the permanent facility is to function ultimately as an infiltration or dispersion system, the facility shall not be used as a temporary settling basin. No underground detention tank, detention vault, or system which backs under or into a pond shall be used as a temporary settling basin.

11. Where straw mulch is required for temporary erosion control, it shall be applied at a minimum thickness of 2".
12. All erosion / sedimentation control ponds with a dead storage depth exceeding 12" must have a perimeter fence with a minimum height of 3 feet.
13. All work and materials shall be in accordance with the City of Coeur d'Alene Standards and Specifications.
14. The ESC facilities shall be constructed in accordance with the details on the approved plans. Locations may be moved to suit field conditions, subject to approval by the Engineer and the City of Coeur d'Alene Inspector.
15. A copy of the approved erosion control plans must be on the job site whenever construction is in progress.
16. Any catch basins or drywells collecting runoff from the site, whether they are on or off the site, shall have their grates covered with filter fabric during construction, and shall be removed upon project completion or vegetative establishment.
17. The washed gravel backfill adjacent to the filter fabric fence shall be replaced and the filter fabric cleaned if it is nonfunctional by excessive silt accumulation as determined by the City of Coeur d'Alene. All interceptor swales shall be cleaned if silt accumulation exceeds one-quarter depth.
18. Rock for erosion protection of channels and ditches, where required, must be of sound quarry rock, placed to a depth of 1 foot and must meet the following specifications:
4"-8" rock: 40%-70% passing
2"-4" rock: 30%-40% passing
1"-2" rock: 10%-20% passing
19. If any part(s) of the clearing limit boundary or temporary erosion / sedimentation control plan is/are damaged, it shall be repaired immediately.
20. All properties adjacent to the project site shall be protected from sediment deposition and runoff.
21. Do not flush concrete byproducts or trucks near or into the storm drainage system.

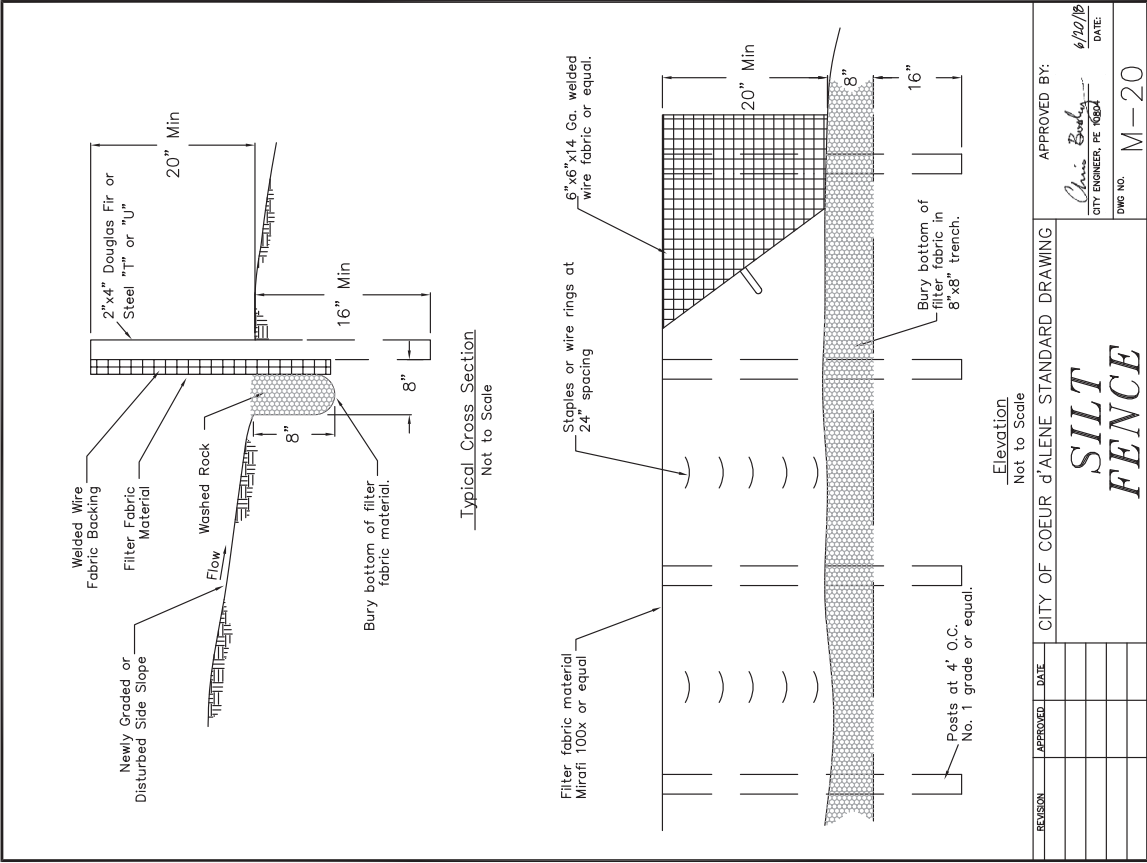
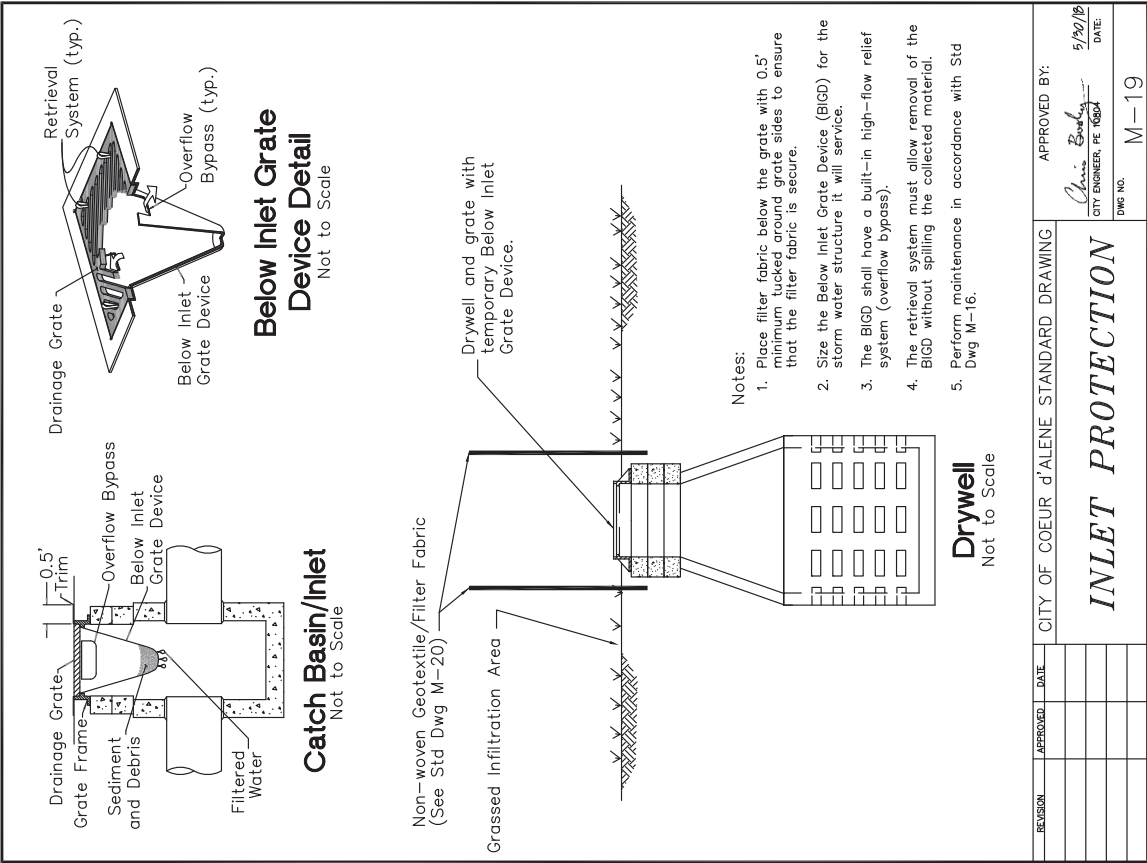
REVISION	APPROVED	DATE	CITY OF COEUR D'ALENE STANDARD DRAWING	APPROVED BY: <i>Chris Boudry</i> CITY ENGINEER, PE 10824 6/20/18 DATE:
			<i>EROSION/SEDIMENTATION</i>	
			<i>CONTROL NOTES PAGE 2</i>	DWG NO. M-17



CONSTRUCTION SPECIFICATIONS

1. Stone size: 2" stone or reclaimed or recycled concrete equivalent.
2. Length: as required, but not less than 50 feet (except 20 foot minimum on a single family residence).
3. Thickness: not less than 6 inches.
4. Width: 10 foot minimum, but not less than the full width of ingress and egress locations.
5. Filter fabric shall be placed over the entire area prior to placing of stone. Filter cloth will not be required on a single family residence lot.
6. Surface water: all surface water flowing or diverted toward construction entrances shall be piped across the entrance. If piping is impractical, a mountable berm with 5:1 slopes will be required.
7. Maintenance: the entrance shall be maintained in a condition which will prevent tracking or flowing of sediment onto public right-of-way. This may require periodic top dressing with additional stone as conditions demand and repair and/or cleanup of any measures used to trap sediment. All sediment spilled, dropped, washed or tracked onto public right-of-way must be removed immediately.
8. Washing: wheels shall be cleaned to remove sediment prior to entrance onto public right-of-way. When washing is required, it shall be done in an area stabilized with stone and which drains into an approved sediment trapping device.
9. Periodic inspection and needed maintenance shall be provided after each rain.

REVISION	APPROVED	DATE	CITY OF COEUR D'ALENE STANDARD DRAWING	APPROVED BY:	 CITY ENGINEER, PE 10824 DATE: 4/20/18
			STABILIZED CONSTRUCTION ENTRANCE		
			DWG. NO.	M-18	

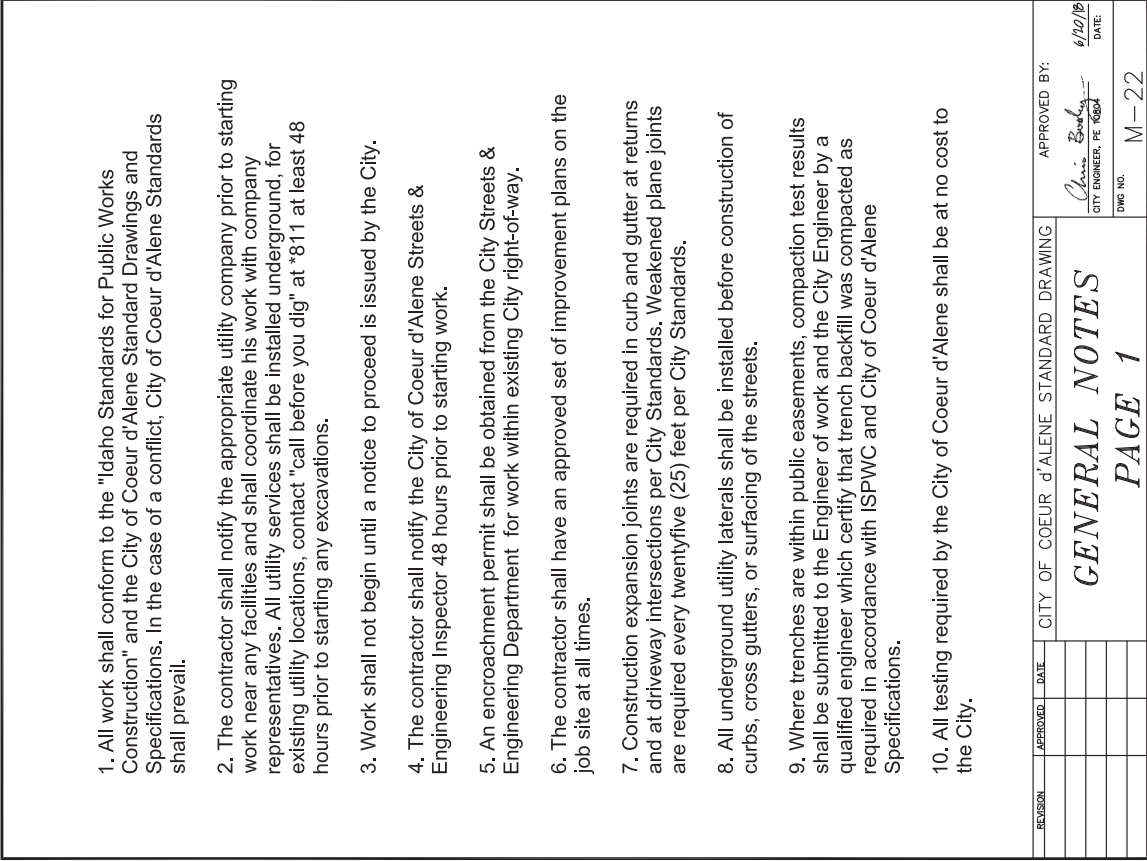
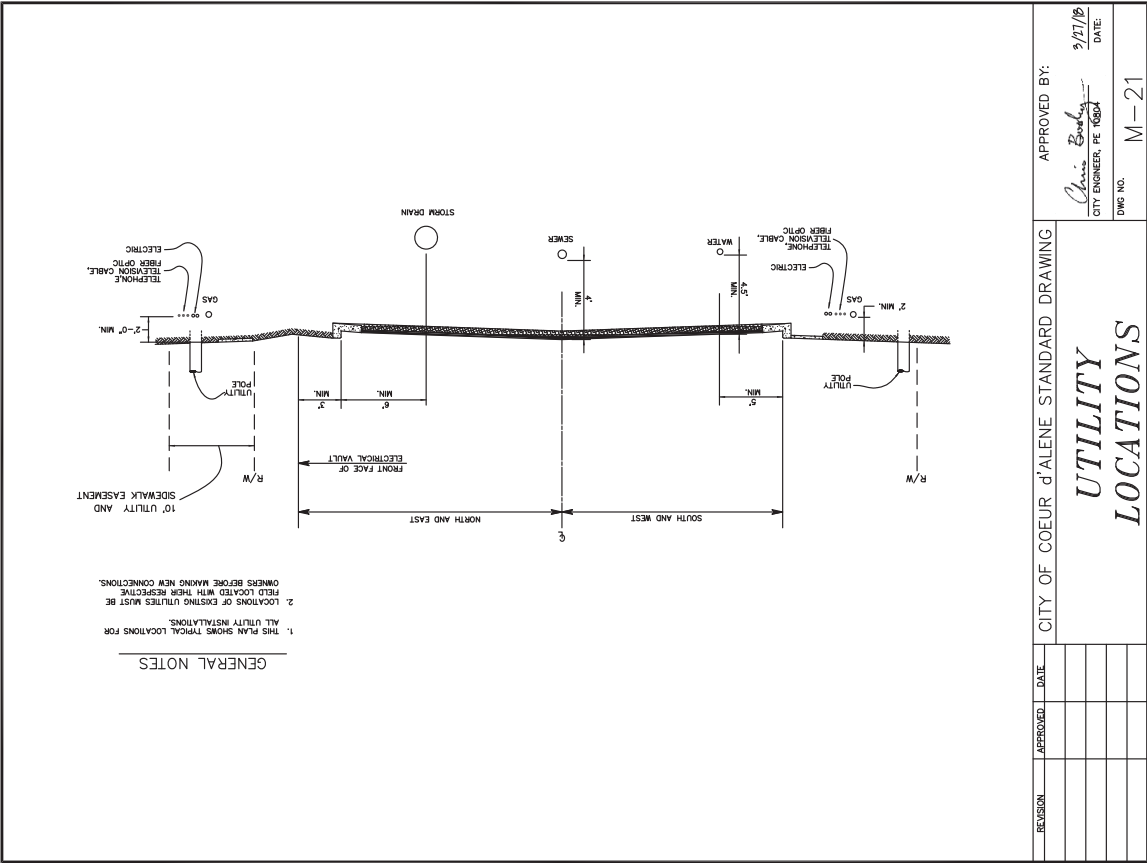


REVISION	APPROVED	DATE

CITY OF COEUR d'ALENE STANDARD DRAWING

APPROVED BY: *Chris Barkley*
CITY ENGINEER, PE 1084
DATE: 6/20/19

DWG NO. M-20



REVISION	APPROVED	DATE	CITY OF COEUR D'ALENE STANDARD DRAWING	APPROVED BY:
			GENERAL NOTES	<i>Chris Barkley</i> CITY ENGINEER, PE 1084
			PAGE 2	6/12/19 DATE
				DWG NO. M-23

11. All operations conducted on the premises, including the warming up, repair, arrival, departure or running of trucks, earthmoving equipment, construction equipment and any other associated equipment shall be limited to the period between 7:00 A.M. and 5:00 P.M. everyday unless otherwise approved by the City of Coeur d'Alene.

12. All existing improvements including curb and gutter, sidewalks, asphaltic concrete or Portland Cement Concrete paving, which are being joined or matched in connection with this project shall be joined or matched in a manner satisfactory to the City Engineer, including necessary sawcutting, removal, replacement and capping.

13. No revisions shall be made to these plans without the approval of the City Engineer.

14. Compaction testing shall be performed on the following:

- Utility trench backfill
- Roadway embankment
- Curb and gutter subgrade
- Road subgrade
- Road base
- Asphalt paving

The City may require additional testing if deemed necessary.
Compaction frequency shall generally adhere to the following guidelines:

Embankment - 1 per 50 cy

Trench - 1 per 50 cy located in pipe zone, mid-depth, surface, and around manholes and valves.

Subgrade

Road base - 1 per 750-1000 sf

Asphalt paving

Curb and gutter - 1 per 75-100 lf

REVISION	APPROVED	DATE	CITY OF COEUR D'ALENE STANDARD DRAWING	APPROVED BY:
			PAVEMENT NOTES	<i>Chris Barkley</i> CITY ENGINEER, PE 1084
			PAGE 1	6/12/19 DATE
				DWG NO. M-24

1. All work shall conform to the requirements of Division 800 of the "Idaho Standards for Public Works Construction" (ISWPC), latest edition.

2. The upper twelve inches (12") of subgrade shall be compacted to a relative compaction of 95%.

3. Prior to placing base material, the following shall be completed:

- A. Provide compaction test results for all utility trenches, subgrade, and areas under curb and gutter to the City's Engineering Inspector.
- B. Obtain authorization from the City Inspector to proceed with placement of base material. The City Engineer shall be notified at least forty-eight (48) hours prior to placement of base material.
- C. Prior to placing base, the subgrade shall be proof-rolled and observed by the City's Streets & Engineering Inspector.

4. Compaction of the crushed aggregate base shall conform to the requirements of Section 802, Part 3.4 of the ISWPC, latest edition.

5. Compaction of the aggregate base shall be tested and approved by a qualified engineer prior to placement of asphaltic concrete.

6. A tack coat shall be applied to the adjacent curbs prior to placement of asphaltic concrete.

REVISION	APPROVED	DATE	CITY OF COEUR D'ALENE STANDARD DRAWING	APPROVED BY:	DATE
			PAVEMENT NOTES PAGE 2	<i>Chris Burkhardt</i> CITY ENGINEER, PE 1084	1/10/18
				DWG NO.	M-25

7. Prior to placing of asphaltic concrete, the following shall be completed:
 - A. Provide compaction test results for base material to the City's Engineering Inspector.
 - B. Obtain authorization from the City Inspector to proceed with Asphalt paving. The City Inspector shall be notified at least forty-eight (48) hours prior to placement of Asphalt paving.
 - C. Obtain approval of all underground utilities which will lie under the pavement.
8. Placement of Asphaltic Concrete shall be observed by a representative of the Engineer of work.
9. Asphaltic Concrete shall be compacted to at least 92% of the maximum theoretical density - AASHTO T209-94.
10. Prior to approval by the City, the pavement shall be water tested for proper drainage and approved by the City Inspector.
11. The City Engineer may require the pavement sections shown on the plans to be verified by the "R" value tests taken from the exposed subgrade.
12. The City Engineer may require coring of the asphalt pavement to verify pavement thickness or density.

REVISION	APPROVED	DATE	CITY OF COEUR D'ALENE STANDARD DRAWING	APPROVED BY:	DATE
			SEWER SYSTEM NOTES	<i>Chris Burkhardt</i> CITY ENGINEER, PE 1084	1/10/18
				DWG NO.	M-26A

1. No disruption of existing sanitary sewer service will be permitted without the written approval of the City's Wastewater Utility.
2. A removable plug shall be installed in the lowest sanitary sewer manhole pipe inlet(s) with no active upstream sewer laterals for all phased developments, sewer extensions and connections. Unless otherwise directed by City Inspectors, this plug is required to remain in place during construction until final acceptance of this sewer project.
3. All public sanitary sewer mains shall be PVC, ASTM D 3034, SDR 35 pipe with flexible gasketed joints constructed at the line and uniform grade indicated on the approved construction plans.
4. All sewer lateral connections to public sanitary sewer mains shall be GPK saddle taps or pre-approved equivalent for existing sewers or PVC tee branches for new sewers and constructed 45° above the spring line of the sewer main at the locations indicated on the approved construction plans.
5. All sewer laterals shall be constructed at 90° right angles to the public sewer main alignment at the locations shown on the approved construction plans, except in cul-de-sacs or street knuckles where the "90° Rule" is not practical. Cul-de-sacs or street knuckle sewer laterals may enter sanitary manholes (4 max) with the pre-approval of the City's Wastewater Utility and shall be constructed with cored-in sand collars for existing sewers and precast sand collars for new sewers with matching pipe crown elevations and individually formed channels.
6. All public pressure sewer lines shall be PVC AWWA C900 or C905 DR 25 pipe constructed with a minimum bury of 5 feet from the top of the pipe to finish grade at the line and grades indicated on the approved construction plans.
7. All thrust blocking shall be formed against undisturbed or compacted soil conforming to the City Water Department's Thrust Blocking Standard Drawings. All bolts and nuts shall be stainless steel and free of concrete and accessible by wrench. All fittings with alignment angles less than 45° require both thrust blocks and mechanical joint restraints approved by the City's Wastewater Utility.
8. All constructed sewer lines shall be installed with continuous sewer warning tape placed 24" directly over entire length of newly installed pipe. Pressure sewer lines shall also include continuous tracer wire taped securely to top of the pipe and brought to the finish grade inside all sewer valves, locating wire boxes, vaults and manhole structures.
9. All sewer laterals shall be referenced on the record "As-built" drawings with centerline stationing, off-set length and invert elevation at the end of lateral prior to the City's Wastewater Utility final approval and acceptance of sewer improvements.

10. All existing public sanitary sewer connections, modifications and extensions require the City Wastewater Utility's inspection and approval at least 48 hours prior to backfill. <u>Call 208.769.2213</u> . Any scheduled requests not ready for inspection will require another 48-hour inspection notification.				
11. All private sewers and sewer lateral replacement/repairs shall conform to the City's adopted Idaho State Plumbing Code and require the City Building Department's inspection and approval prior to backfill. <u>Call 208.769.2391</u> .				
12. All new sanitary sewer construction shall require the following prior to the City Wastewater Utility's final approval and acceptance of sewer improvements: a. All sanitary sewer tees and laterals shall be inspected and approved by City Inspectors at least 48 hours prior to backfill. <u>Call 208.769.2285</u> , and; b. All sewer lines, lateral connections, vaults and manhole structures shall be cleaned of any debris prior to pavement. Hydrant flushing of debris into downstream sewers is not acceptable means of cleaning, and; c. All sanitary sewer lines shall be pressure tested in accordance with the latest edition of the Idaho Standards for Public Works Construction (ISPMC) and City Standards. All testing shall be witnessed, recorded and signed off by City Inspectors prior to pavement. <u>Call 208.769.2285</u> , and; d. All tracer wires shall be tested and locate painted for continuous continuity and witnessed and signed off by City Inspectors prior to sub grade approval. <u>Call 208.769.2213</u> , and; e. All public sanitary sewer lines shall be CCTV and submitted on DVD in a usable formatted template using "POSM" or another pre-approved equivalent program to the City Wastewater Utility's for review and approval prior to pavement. Please allow 48 hours for review. <u>Call 208.769.2213</u> , and; f. All sanitary sewer vaults and manhole structures shall be adjusted to finish grade per City Standard Drawings and inspected and approved by the City Wastewater Utility prior to pavement and immediately after pavement (2 Inspections Required) <u>Call 208.769.2213</u> , and; g. Secure authorization from the City Inspectors to clean out and dispose of all debris and remove the plug installed at the beginning of this sewer project at the lowest sanitary sewer manhole pipe inlet(s). 13. All sanitary sewer lines shall be separated at least 10 feet horizontally and a minimum 18-inch vertical separation with domestic water lines. Any anticipated separation differing from the minimum standards contained herein shall conform to IDAPA 58.01.16.				
REVISION	APPROVED	DATE	CITY OF COEUR D'ALENE STANDARD DRAWING	APPROVED BY:
				<i>Chris Barkley</i> 1/12/18 CITY ENGINEER, PE 10504 DATE
				DWG NO. M-26B

1. The minimum water service shall be one inch (1"). All new water service taps shall be one of the following: one inch (1"), two inch (2"), four inch (4"), six inch (6") or eight inch (8"), unless otherwise approved. Meter sizes shall range from three quarter inch (3/4") to eight inch (8").				
2. Water mains shall be AWWA C900 PVC pipe (DR-18) four inch (4") to twelve inch (12"), C905 PVC fourteen inch (14") and larger, and shall be constructed with the top of the pipe at a minimum of 54 inches below finish grade except where otherwise indicated with specific elevations and approved by the City Engineer.				
3. No disruption of existing water services while making connection to existing mains shall be allowed without specific approval from the City of Coeur d'Alene Water Division. All affected properties must be notified at least 48 hours prior to shut-off. Failure to comply with noticing or other requirements could result in a stop-work notice, fines, and /or other penalties.				
4. No connections for the purpose of obtaining water supply during construction shall be made without first obtaining approval from the City of Coeur d'Alene Water Division. Bulk water for construction and dust control shall be purchased through approved filling stations.				
5. The existence and location of water facilities shown on the plans were obtained by a search of available City records. Location and elevation of existing water facilities shall be confirmed by field measurements and excavation exploration by the contractor prior to beginning of new work.				
6. The City's Engineering Inspector shall be notified at least 48 hours prior to any inspection.				
7. All fittings or appurtenances removed from the City water lines shall be returned by the contractor to the City of Coeur d'Alene Water Division unless otherwise specified by the contract documents or Superintendent.				
8. All water mains, valves and valve boxes, fire hydrants, services, and appurtenances shall be installed, tested, and approved prior to paving.				
9. All mains shall be tested in accordance with City requirements. Hydrostatic testing shall be witnessed by a City Inspector. Results of chlorination and bacteria tests shall be submitted to the City of Coeur d'Alene water division for approval.				
REVISION	APPROVED	DATE	CITY OF COEUR D'ALENE STANDARD DRAWING	APPROVED BY:
				<i>Chris Barkley</i> 6/02/18 CITY ENGINEER, PE 10504 DATE
				DWG NO. M-27

REVISION

APPROVED

DATE

CITY OF COEUR D'ALENE STANDARD DRAWING

APPROVED BY:

Chris Barkley

CITY ENGINEER, PE 10841

6/10/19

DATE

STRAW BALE DIKE

DWG NO. M-30

Flow

4" vertical face

BEDDING DETAIL

Flow

Angle first stake toward previously laid bale

Bound bales placed on contour

2 rebars, steel pickets or 2"x2" stakes 1 1/2' to 2' in ground, drive stakes flush with bales.

ANCHORING DETAIL

CONSTRUCTION SPECIFICATIONS

1. Bales shall be placed at the toe of a slope or on the contour and in a row with ends tightly abutting the adjacent bales.

2. Each bale shall be embedded in the soil a minimum of 4 inches (4") and placed so the bindings are horizontal.

3. Bales shall be securely anchored in place by either two (2) stakes or rebars driven through the bale. The first stake in each bale shall be driven toward the previously laid bale at an angle to force the bales together. Stakes shall be driven flush with the bale.

4. Inspection shall be frequent and repair replacement shall be made promptly as needed.

5. Bales shall be removed when they have served their usefulness so as not to block or impede storm flow or damage.

REVISION

APPROVED

DATE

CITY OF COEUR D'ALENE STANDARD DRAWING

APPROVED BY:

Chris Barkley

CITY ENGINEER, PE 10841

6/10/19

DATE

PAVEMENT DESIGN STANDARDS

DWG NO. M-31

STREET CLASSIFICATION

MAX DESIGN ADT

TRAFFIC INDEX

"R" VALUE

LOCAL RESIDENTIAL

2500

6

3.0

LOCAL RESIDENTIAL

2500

7

3.5

LOCAL INDUSTRIAL

2500

8

4.0

COLLECTOR RESIDENTIAL

8750

8

4.0

COLLECTOR

15000

9

4.5

COLLECTOR INDUSTRIAL

8750

9.5

5.0

MINDR ARTERIAL - 4 LN

22500

9.5

5.0

MINDR ARTERIAL - 4 LN+M

30000

10

5.5

PRINCIPAL ARTERIAL

40000

10.5

6.0

14.5

6.0

10.5

5.0

8.5

LOCAL RESIDENTIAL

2500

6

3.0

LOCAL RESIDENTIAL

2500

6

3.5

LOCAL INDUSTRIAL

2500

8

4.0

COLLECTOR RESIDENTIAL

8750

8

4.0

COLLECTOR

15000

9

4.5

COLLECTOR INDUSTRIAL

8750

9.5

5.0

MINDR ARTERIAL - 4 LN

22500

9.5

5.0

MINDR ARTERIAL - 4 LN+M

30000

10

5.5

PRINCIPAL ARTERIAL

40000

10.5

6.0

14.5

6.0

10.5

5.0

8.5

PAVEMENT DESIGN STANDARDS

CITY OF COEUR D'ALENE

NOTES:

1. Based on 4% trucks.

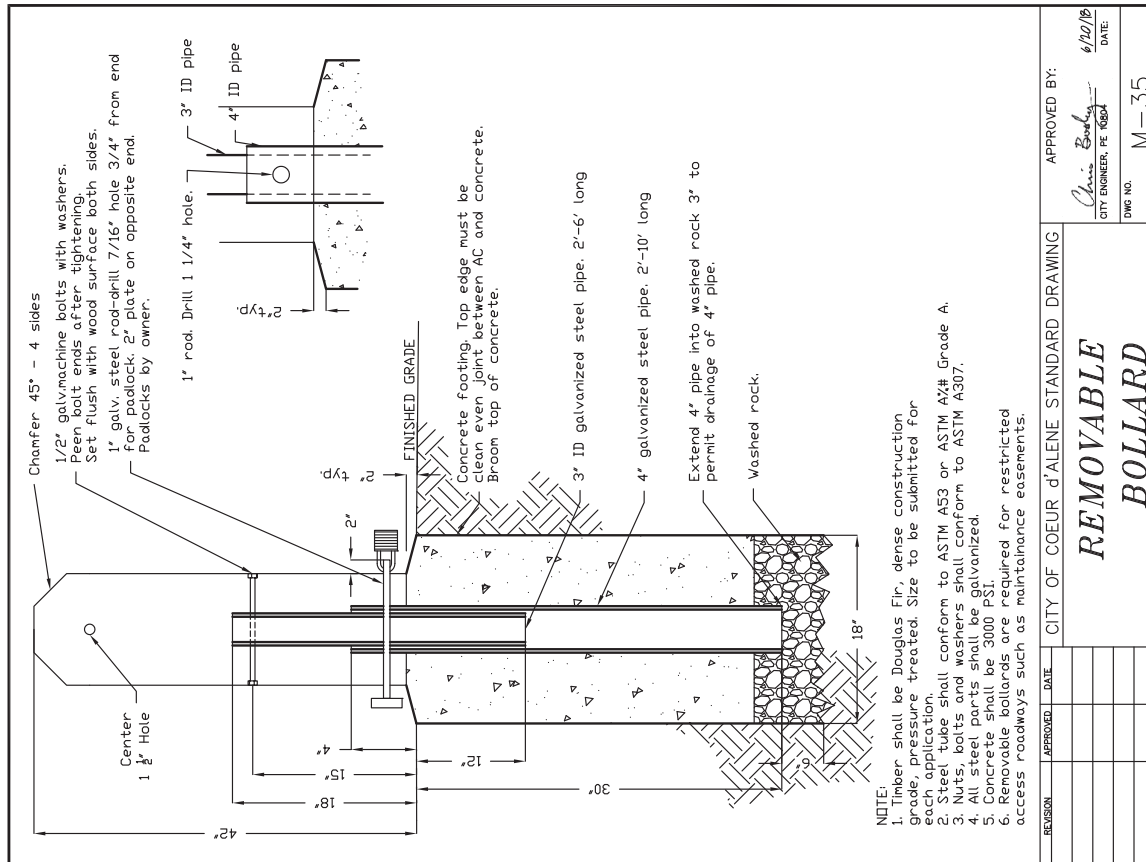
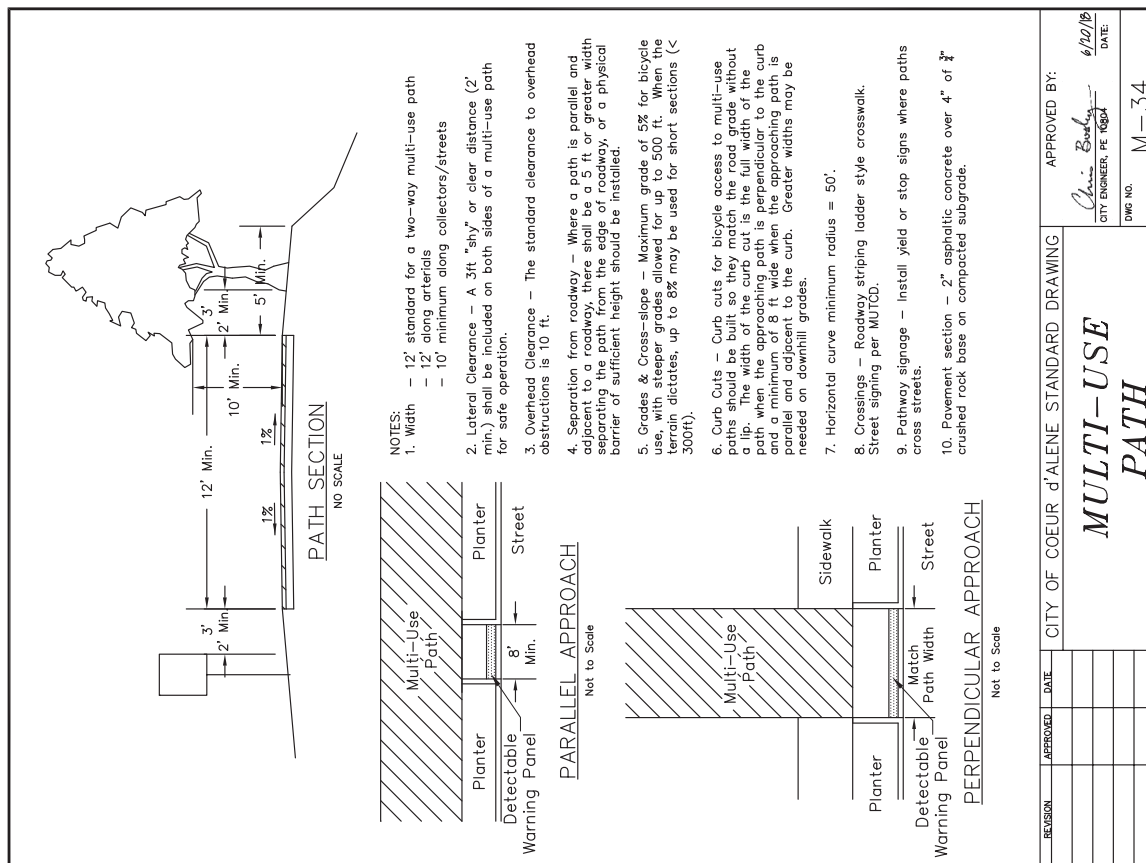
2. Industrial roads are based on 6% trucks.

3. 20 yr design life.

4. Use "R" determined from site-specific tests or as recommended by City Engineer.

Pavement Markings					
<u>General</u>					
<div>1. Pavement markings shall be painted to the widths, lengths and locations as shown on the plans unless otherwise directed by the Engineer.</div> <div>2. Pavement markings for all stenciled lettering, arrows, stop bars, cross walks, and eight (8) inch gore strips shall be thermoplastic.</div> <div>3. All other pavement markings shall be yellow or white latex traffic paint or approved equal.</div> <div>4. Asphalt surfaces shall be properly cured before applying any pavement markings.</div> <div>5. Asphalt surfaces shall be dry, clean, and free of contaminants such as surface oils or existing road marking materials. Contaminants shall be removed by mechanical means.</div> <div>6. Pressurized glass beads shall be applied at a rate of at least 7 pounds of glass beads per gallon of applied paint.</div>					
<u>Thermoplastic pavement marking system</u>					
<div>1. Apply pavement markings in accordance with the manufacturer's installation instructions.</div> <div>2. Surface temperature shall be in a range of 30 to 105 degrees Fahrenheit.</div> <div>3. Material shall be applied to a minimum thickness of 125 mils.</div> <div>4. Provide a minimum retroreflectivity of 325 millicandelas per square meter per lux for white pavement markings and 200 millicandelas per square meter per lux for yellow pavement markings.</div> <div>5. The material shall be free from defects and imperfections that might adversely affect the serviceability of the finished product. It shall be free from dirt and other foreign material and cure within the time specified to a tough, serviceable film.</div>					
<u>Waterborne Traffic Paint</u>					
<div>1. Paint shall be yellow, white, green and/or blue waterborne traffic paint or approved equal. The Contractor shall submit paint product information and application rates for the City Engineer's approval two weeks prior to paint application.</div>					
REVISION	APPROVED	DATE	CITY OF COEUR d'ALENE STANDARD DRAWING	APPROVED BY:	DATE
			PAVEMENT MARKING NOTES	<i>Chris Barkley</i> CITY ENGINEER, PE 10841	6/19/18
				DWG NO.	M-32

<div>1. All work shall conform to the requirements of Section 600 of the "Idaho Standards for Public Works Construction" (ISPMC) and the City of Coeur d'Alene Standard Drawings and Specifications. In the case of conflict, City of Coeur d'Alene Standards shall prevail.</div> <div>2. Location and elevation of existing facilities should be confirmed by field measurements and excavation exploration by the contractor, prior to beginning of new work.</div> <div>3. Stormwater Division does not respond to "One-Call" notification. They must be called separately for locates on Storm Drain at (208)769-2235.</div> <div>4. The contractor must secure approval from the City of Coeur d'Alene Streets & Engineering Inspector prior to backfill over Storm Drain mainline.</div> <div>5. The City of Coeur d'Alene Streets & Engineering Inspector shall be notified at least forty-eight (48) hours prior to commencing work on Storm Drains.</div> <div>6. All public storm drain lines shall be CCTV and submitted on DVD in a usable formatted template using "POSM" or another pre-approved equivalent program to the City Streets and Engineering Department for review and approval prior to pavement. Please allow 48 hours for review. Call (208)769-2285 for inspection scheduling.</div> <div>7. Manholes and pipes shall be identified using City provided Asset ID numbers. Call (208)769-2285 for Asset ID numbers.</div> <div>8. All manholes, drywells, and catch basins shall be inspected twice by the City of Coeur d'Alene Streets & Engineering Inspector - prior to backfill and prior to acceptance of improvements. Call (208)769-2285 for inspection scheduling.</div>		CITY OF COEUR d'ALENE STANDARD DRAWING	APPROVED BY:	DATE	
REVISION	APPROVED	DATE	STORM SYSTEM NOTES	<i>Chris Barkley</i> CITY ENGINEER, PE 10841	6/19/18
				DWG NO.	M-33



(showing curb ramps & stop line placement)
Where traffic lane lines are not used, ladder curbs shall be 5'-0" center to center, beginning at the marked centerline of the roadway



Signalized Intersections
To be used only at stop controlled or
signalized intersections

Not to Scale

To be used 30-50' in advance of crosswalks on streets with two or more lanes in one direction

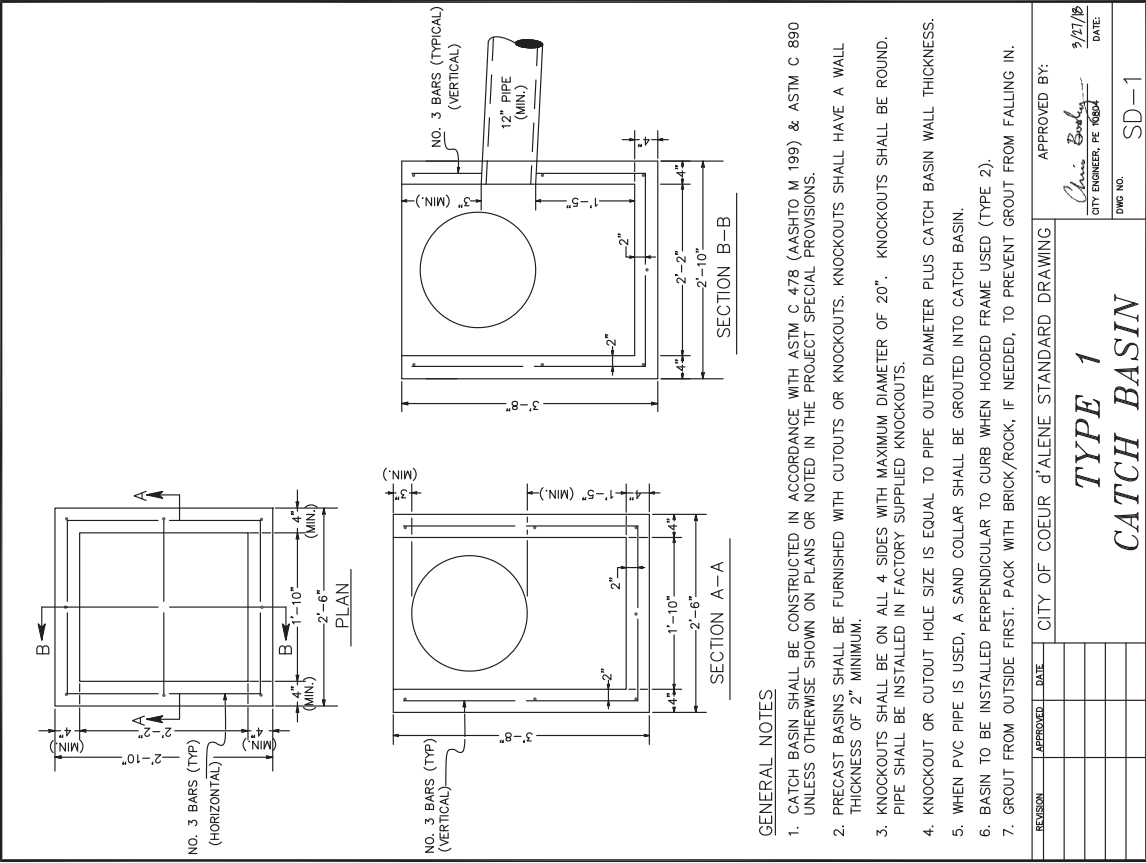
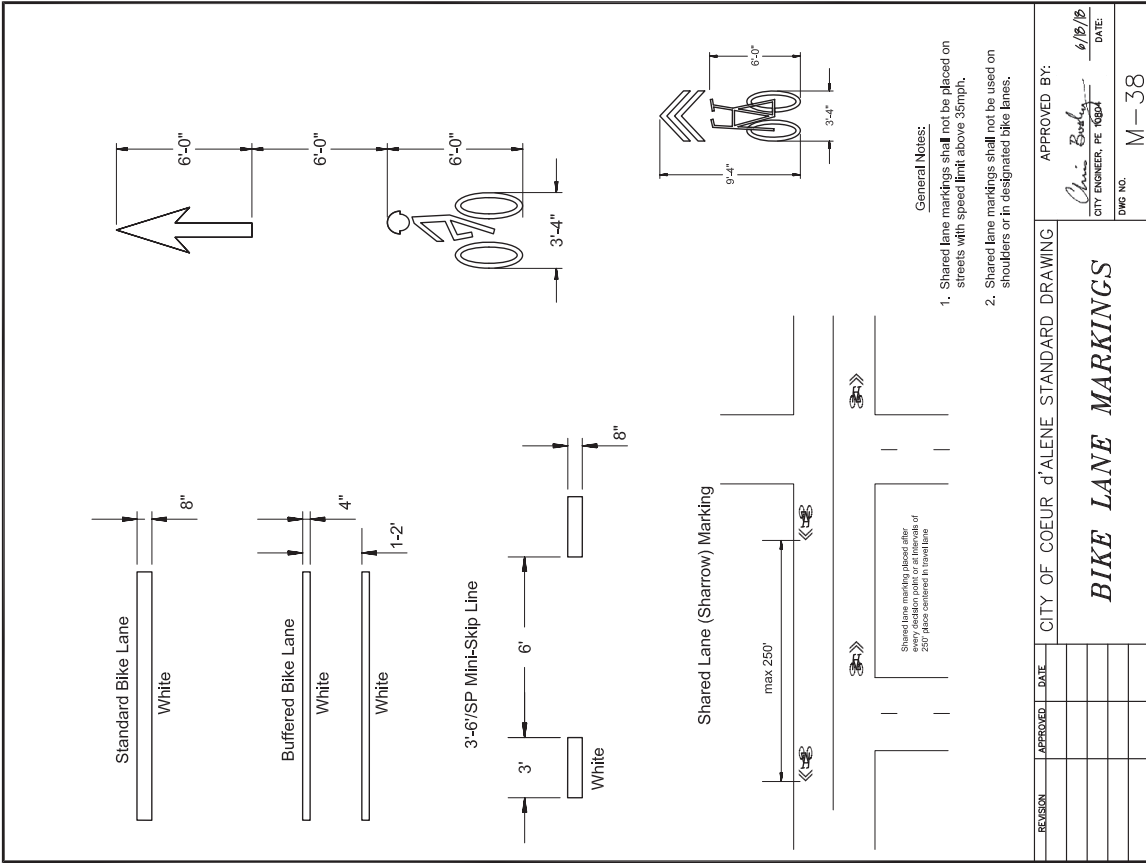
1. "Ladder Style" crosswalks shall be used at uncontrolled crosswalk locations and where additional emphasis is needed.
2. "Transverse Line" crosswalks shall be used at stop sign or signal controlled locations.
3. The lower landing of the curb ramp shall fall wholly within crosswalk lines.
4. Uncontrolled crosswalk locations shall be approved by the City Engineer.
5. Colored or textured pavement crosswalks shall be supplemented with ladder style or transverse line crosswalk markings.
6. Existing crosswalk markings that conflict with new crosswalk markings must be removed.

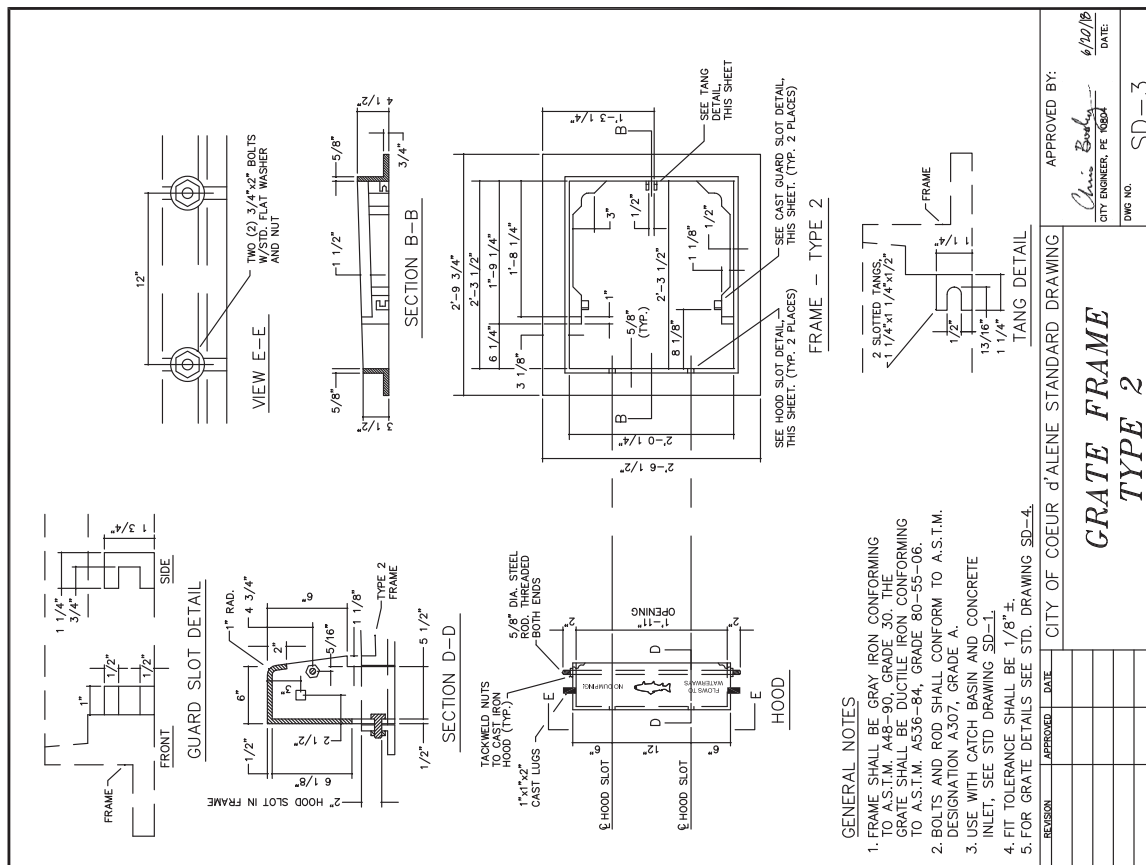
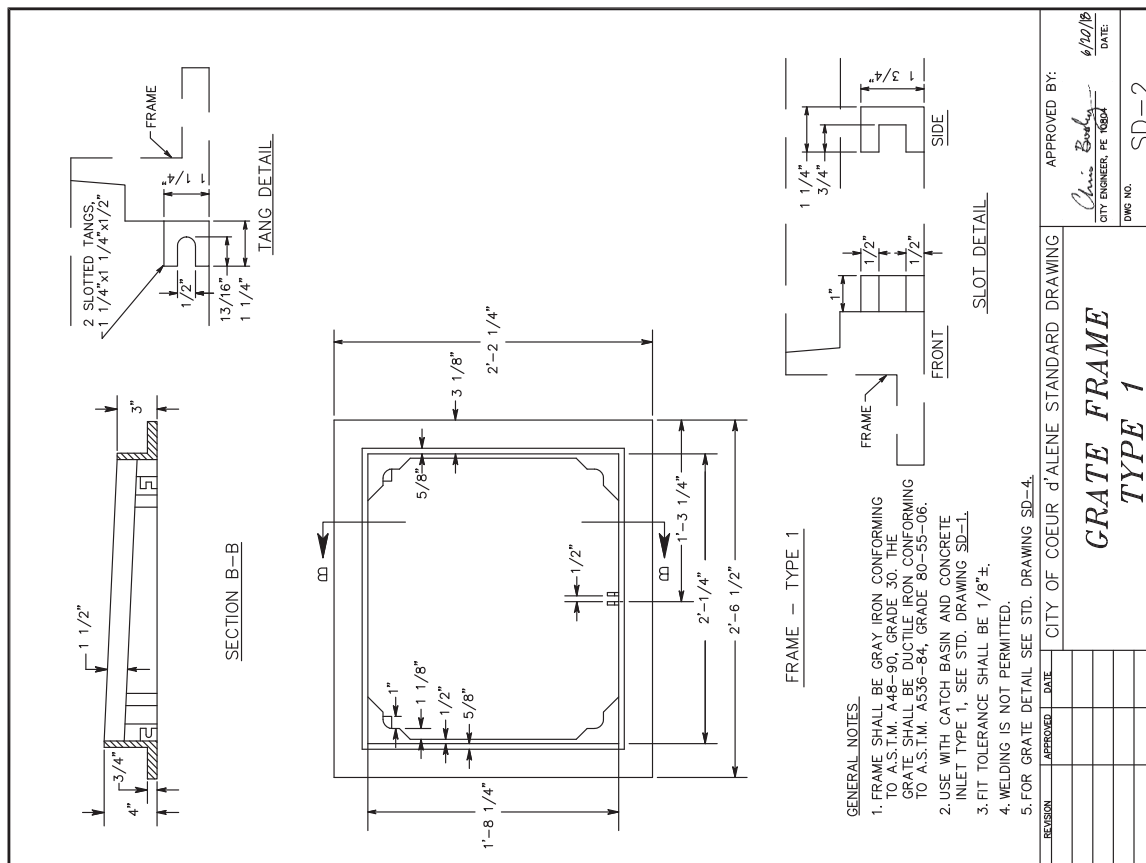
REVISION	APPROVED	DATE	CITY OF COEUR D'ALENE STANDARD DRAWING	APPROVED BY: <i>Chris Barkley</i> CITY ENGINEER, PE 10004 DATE: 6/10/10
			CROSSWALK STRIPING	DWG. NO. M-36

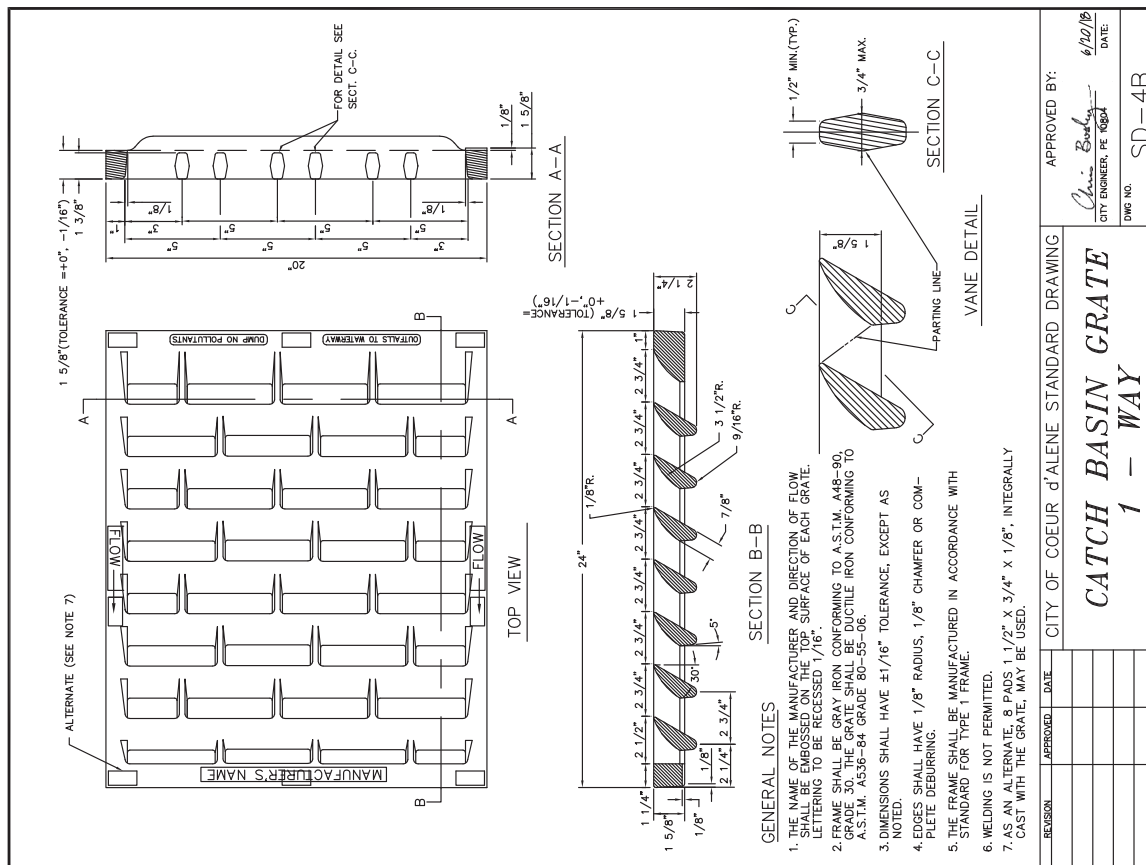
Example of Bicycle Lane Treatment
at a Right Turn Only Lane

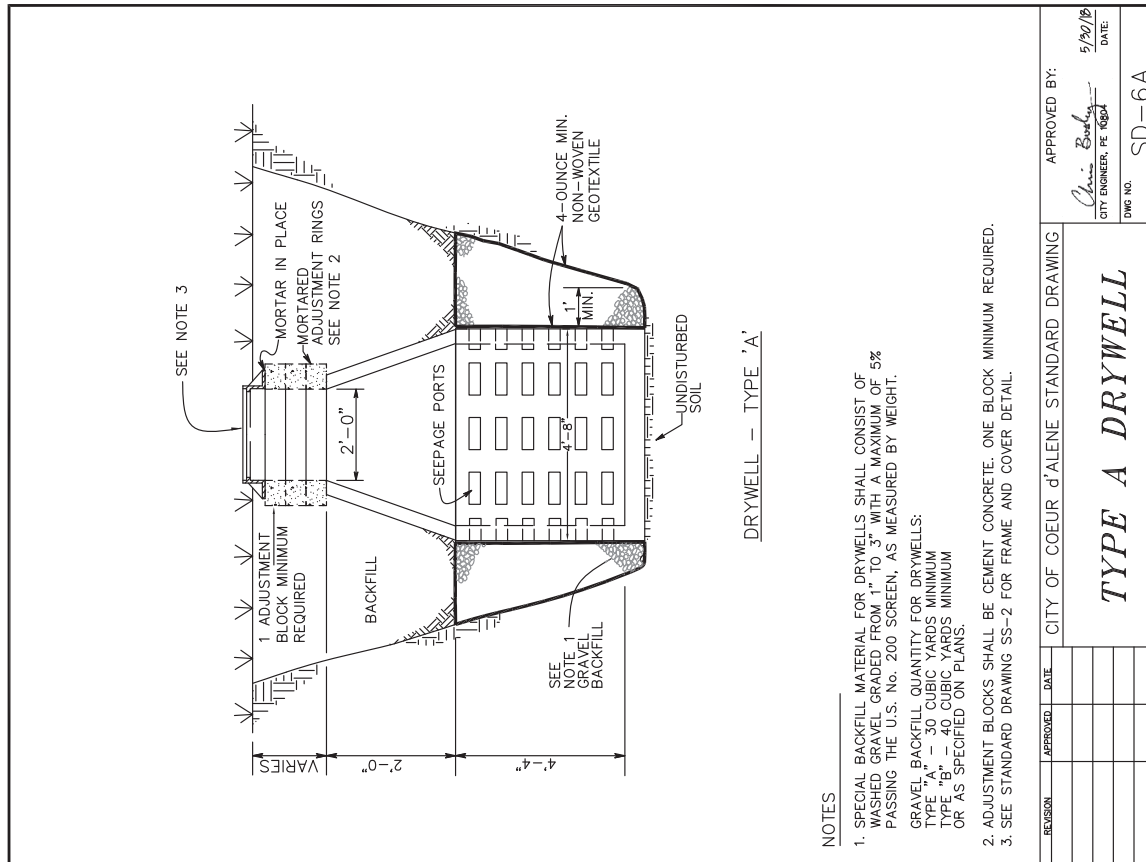
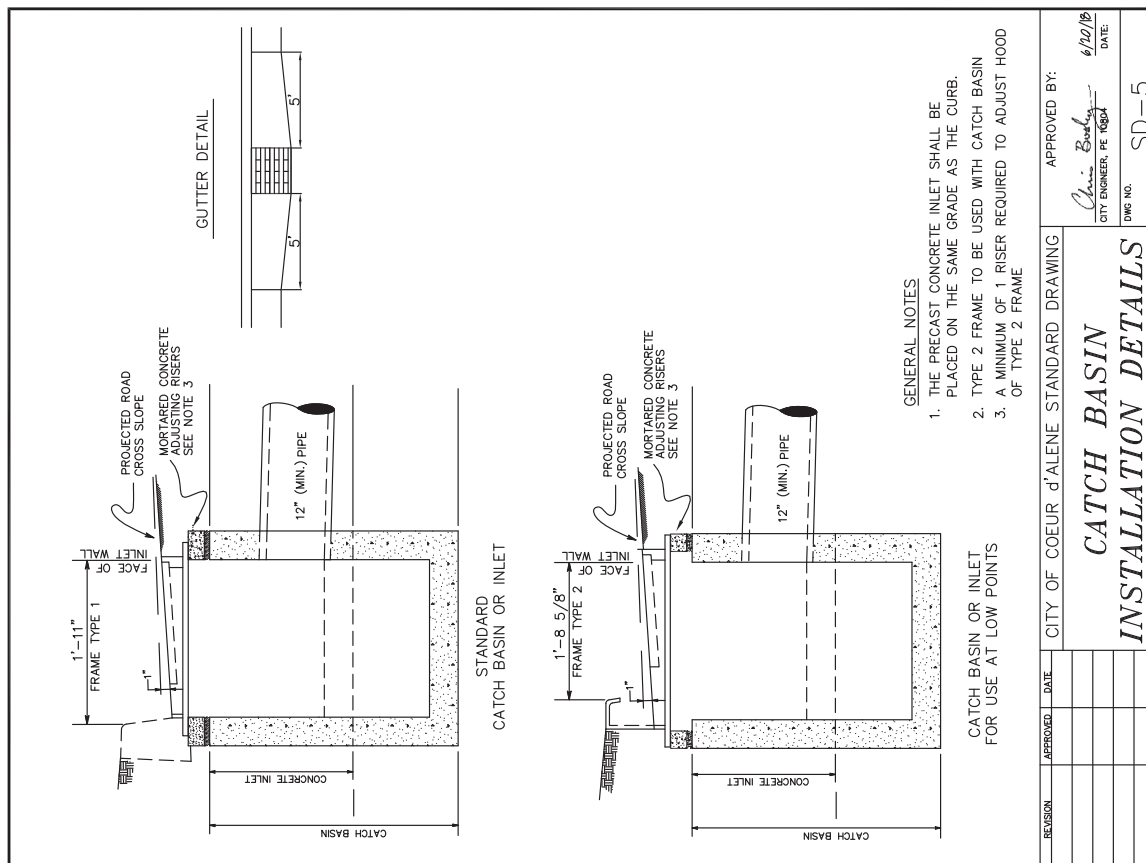


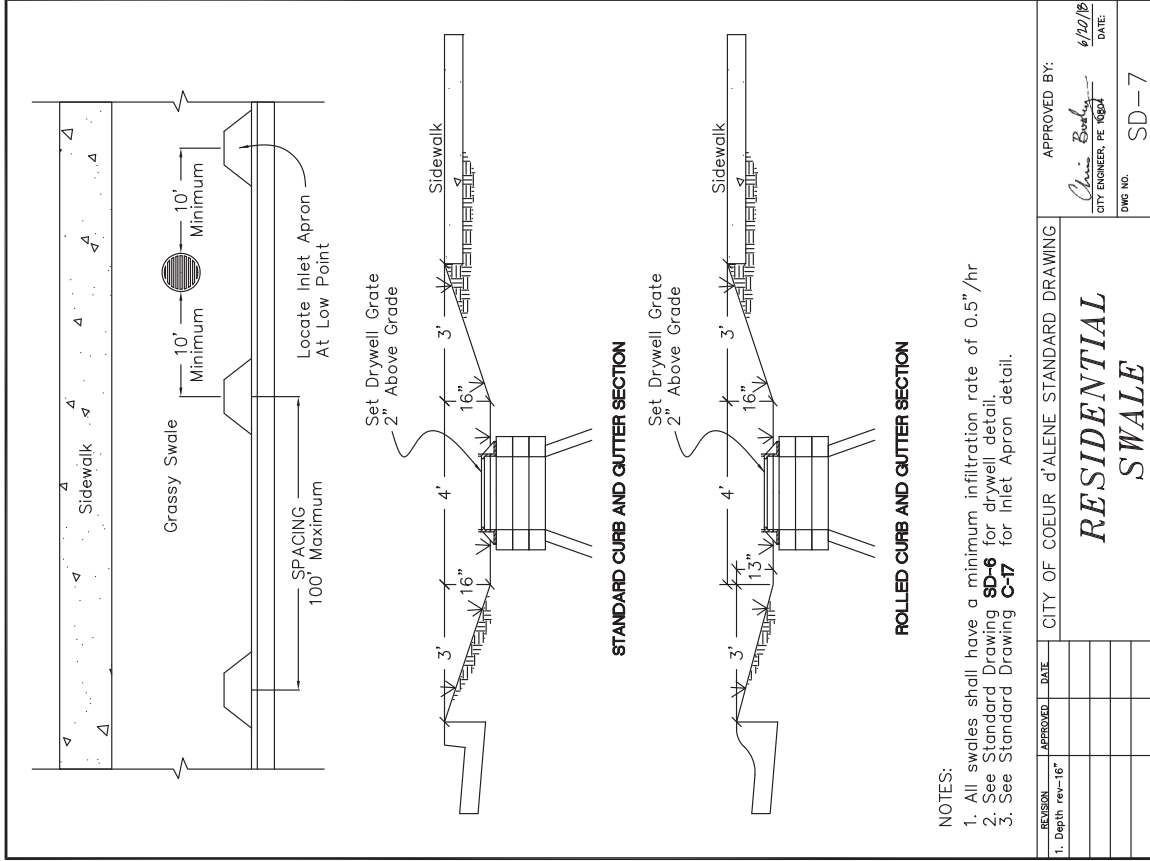
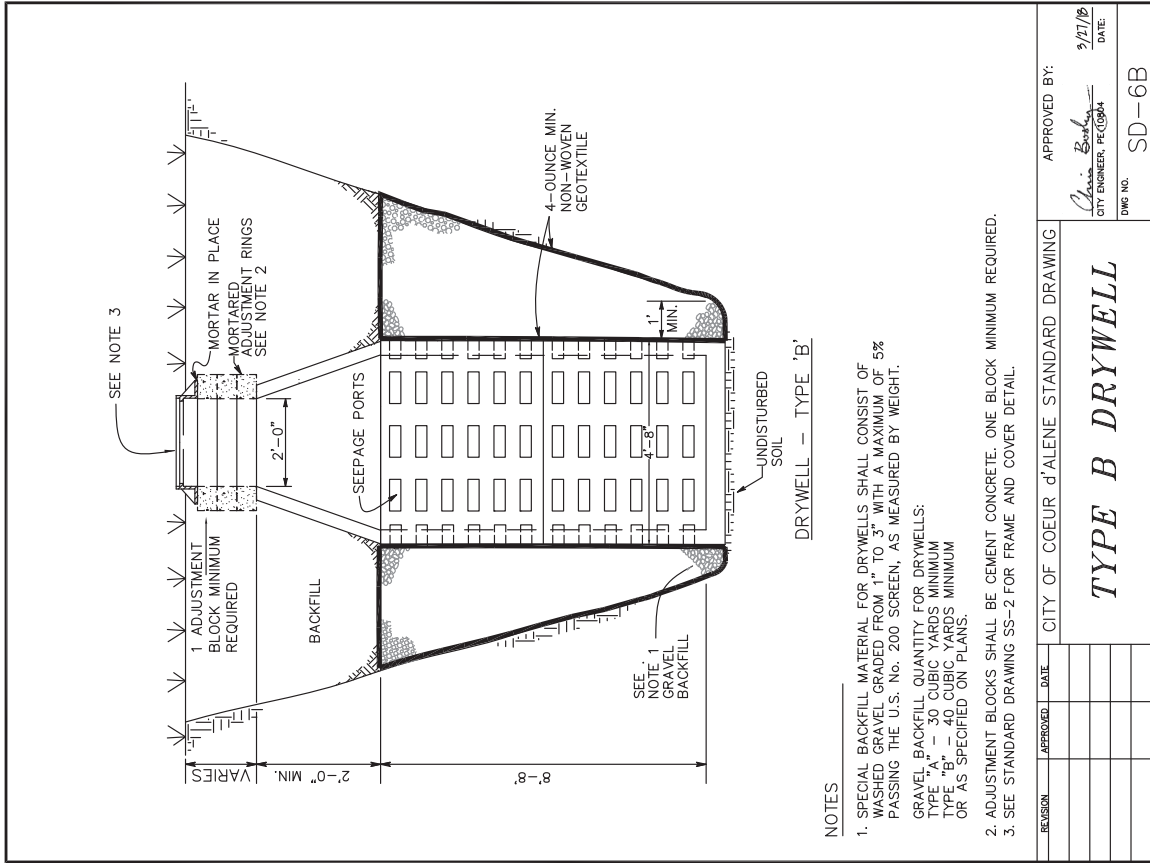
REVISION	APPROVED	DATE	CITY OF COEUR D'ALENE STANDARD DRAWING <div style="text-align: center;"> BIKE LANE STRIPING </div>	APPROVED BY: <div style="text-align: center;">  </div> 6/10/16 DATE:
DWG NO. M 27			CITY ENGINEER, PE N004	DATE:

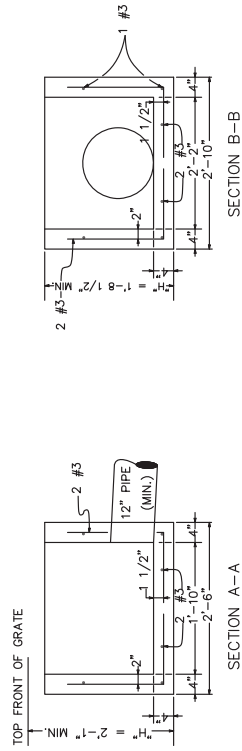
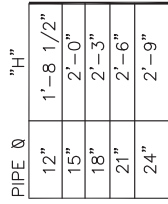










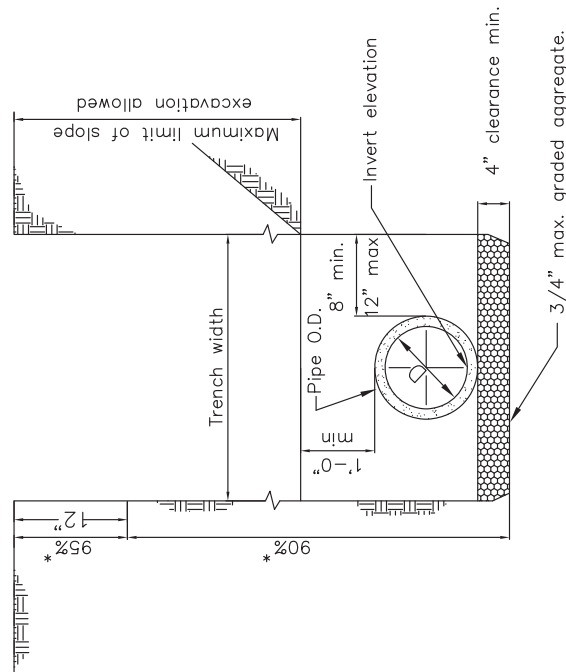


SECTION B-B

GENERAL NOTES

1. CONCRETE INLET SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION (SECTION 402.01) AND AASHTO M 221. UNLESS OTHERWISE SHOWN ON PLANS OR NOTED IN THE PROJECT SPECIAL PROVISIONS.
2. REINFORCING STEEL SHALL BE GRADE 40 OR GRADE 60.
3. CONCRETE INLETS SHALL BE SET ON A COMPACTED OR UNDISTURBED LEVEL FOUNDATION.
4. AS AN ACCEPTABLE ALTERNATE TO REBAR, WELDED WIRE FABRIC SHALL BE USED. THE MINIMUM SQUARE INCHES PER FOOT SHALL BE 12. WELDED WIRE FABRIC SHALL COMPLY TO ASTM A 497 (AASHTO M 221). WIRE FABRIC SHALL NOT BE PLACED IN THE KNOCKOUTS.
5. "H" SHALL BE SHOWN ON CONSTRUCTION PLANS.
6. INLET PIPE SHALL BE GROUTED INTO CONCRETE INLET.

REVISION	APPROVED	DATE
CITY OF COEUR D'ALENE STANDARD DRAWING		
<p align="center"><i>CURB INLET BOX</i></p> <p align="center"><i>TYPE 1</i></p>		
APPROVED BY:		DATE
		6/20/18
CITY ENGINEER, PE 10814		
DWG NO.	SD-9	



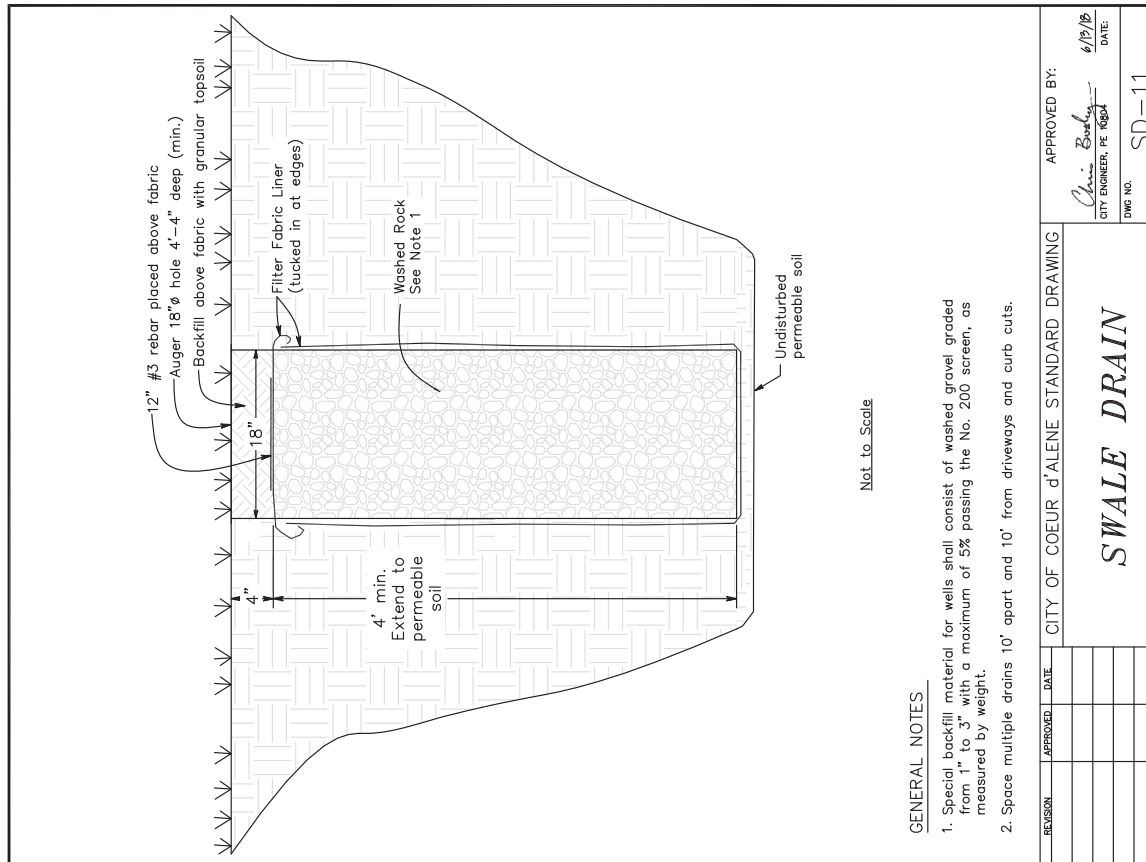
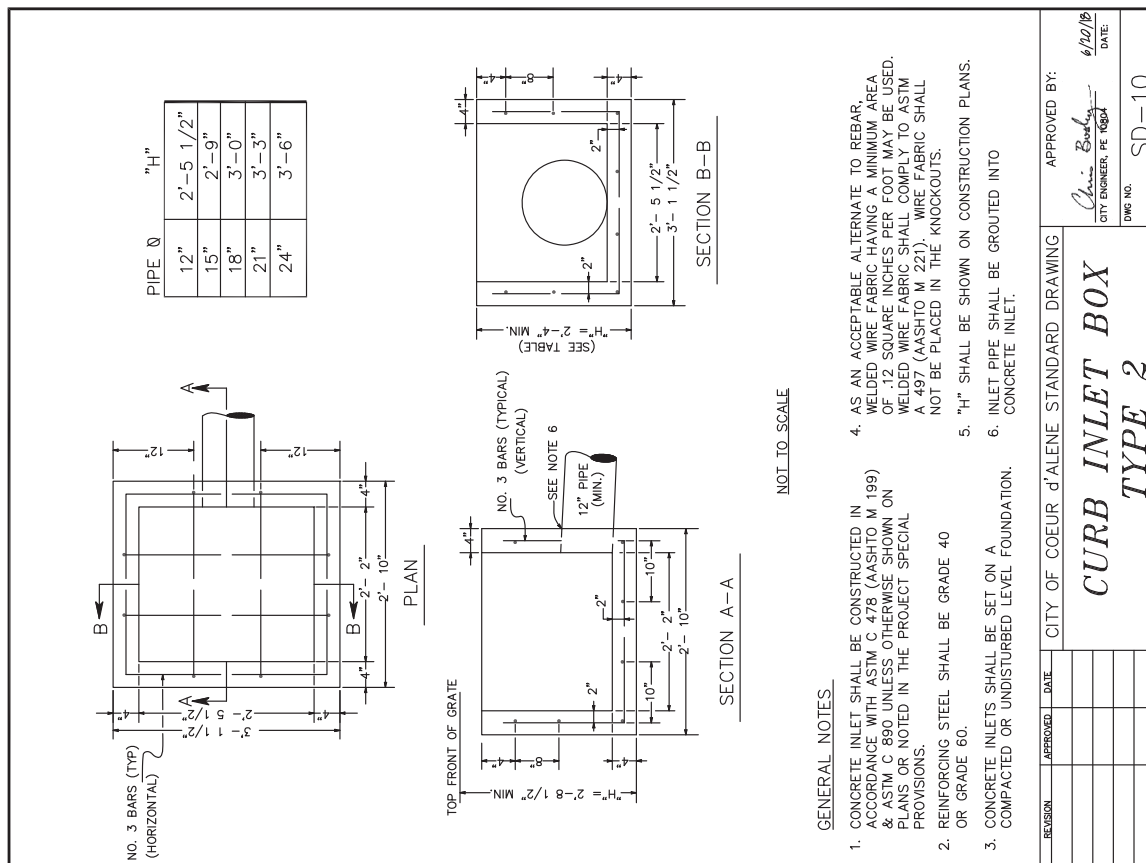
SECTION

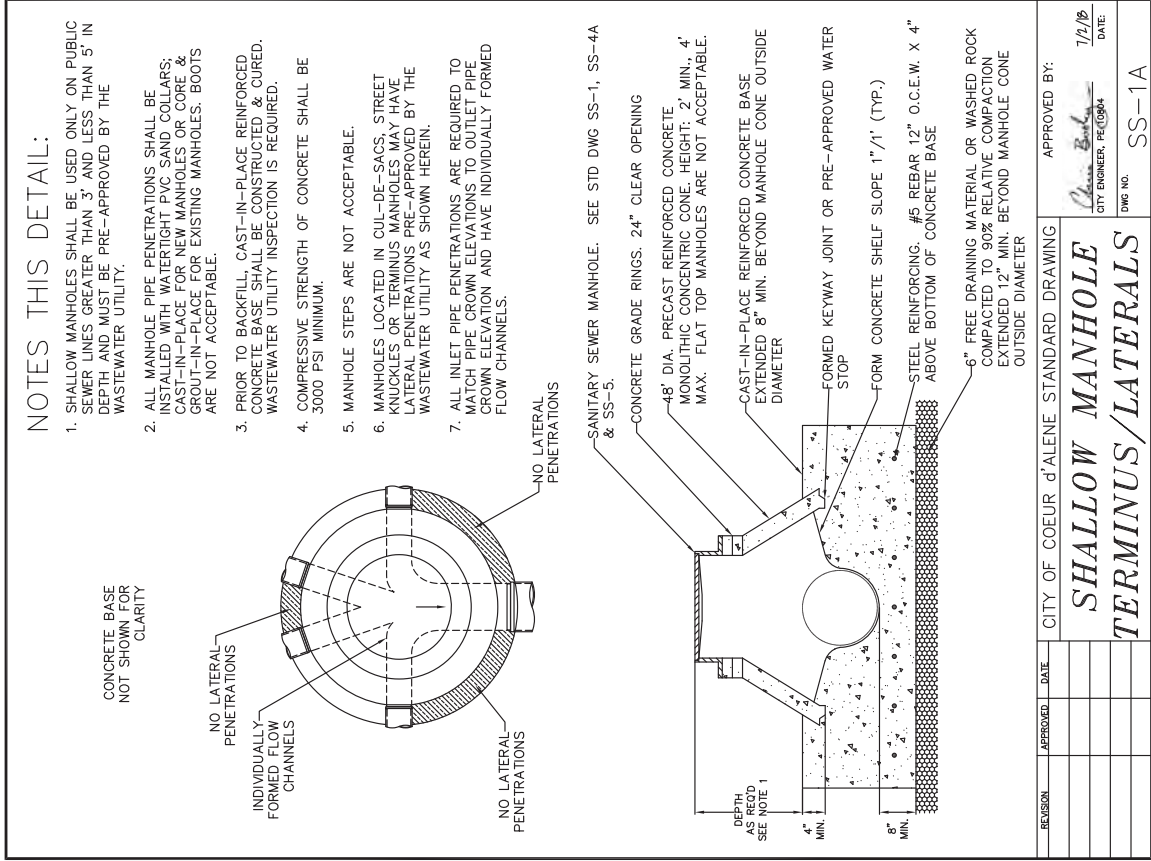
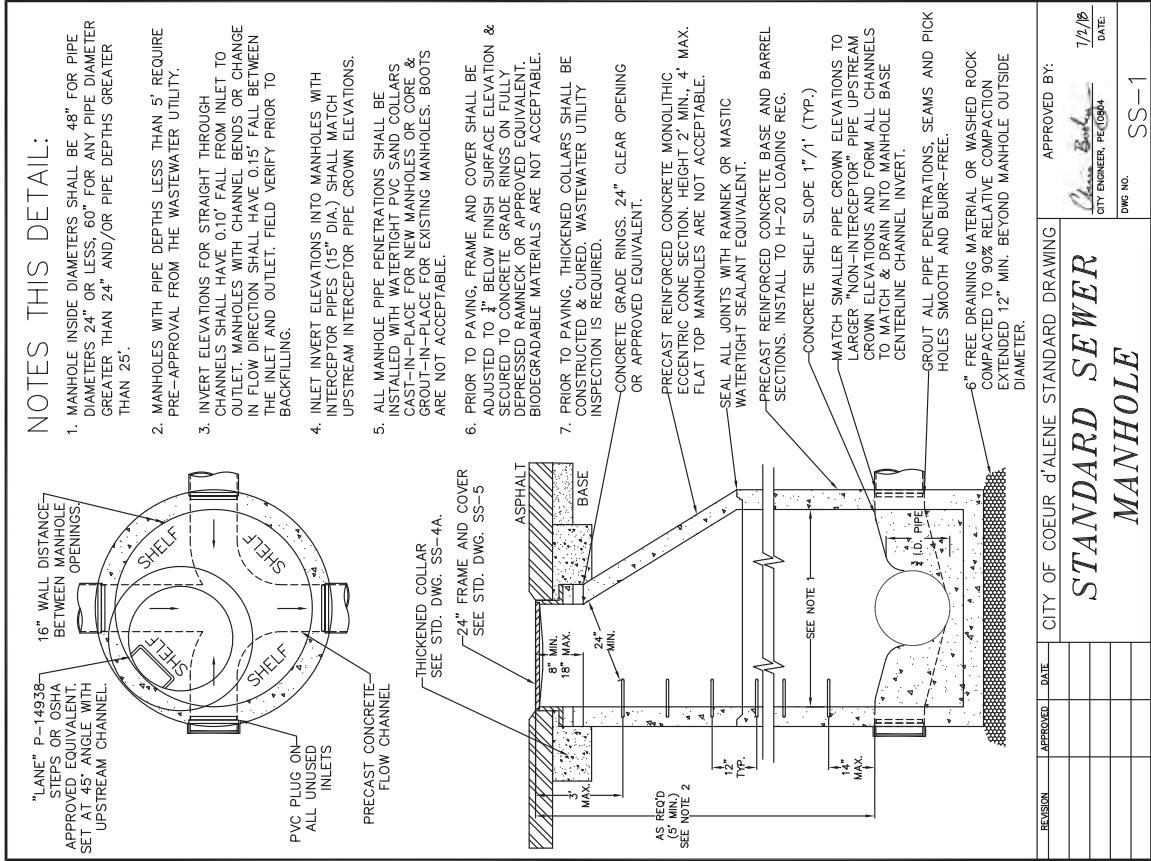
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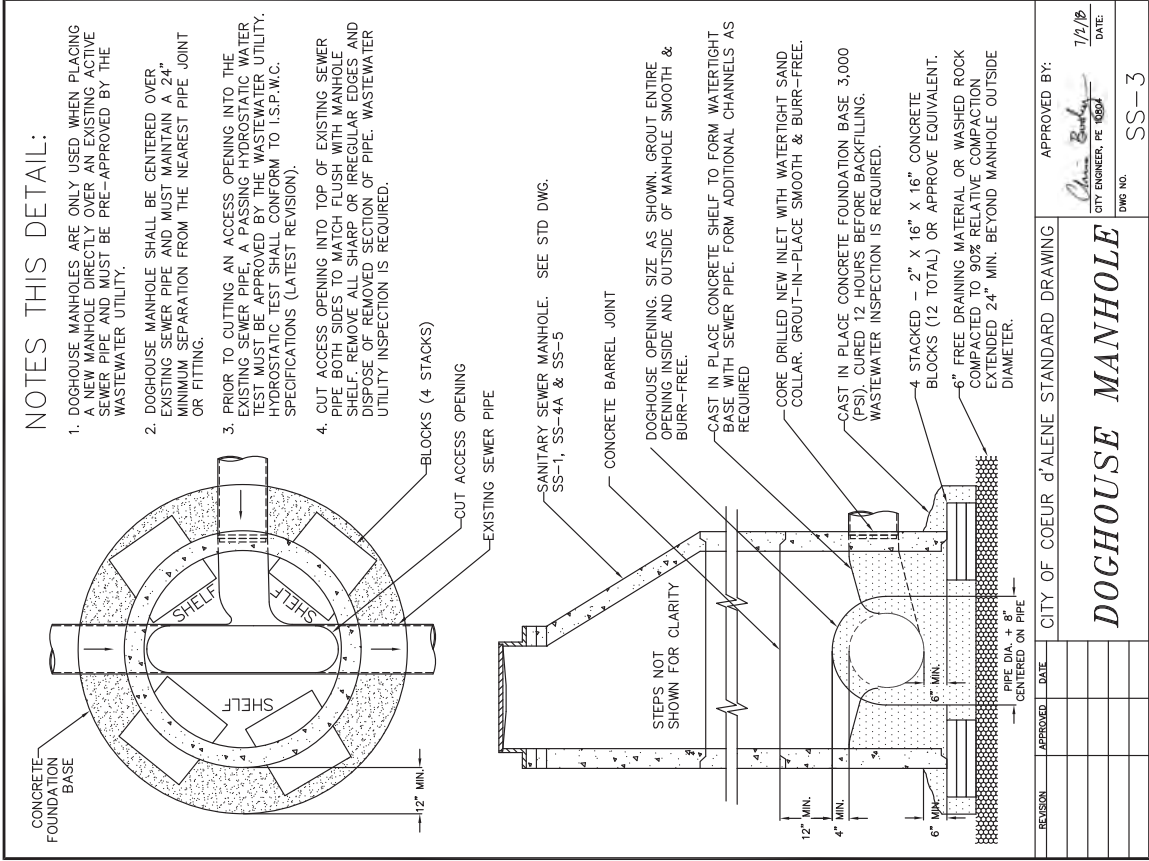
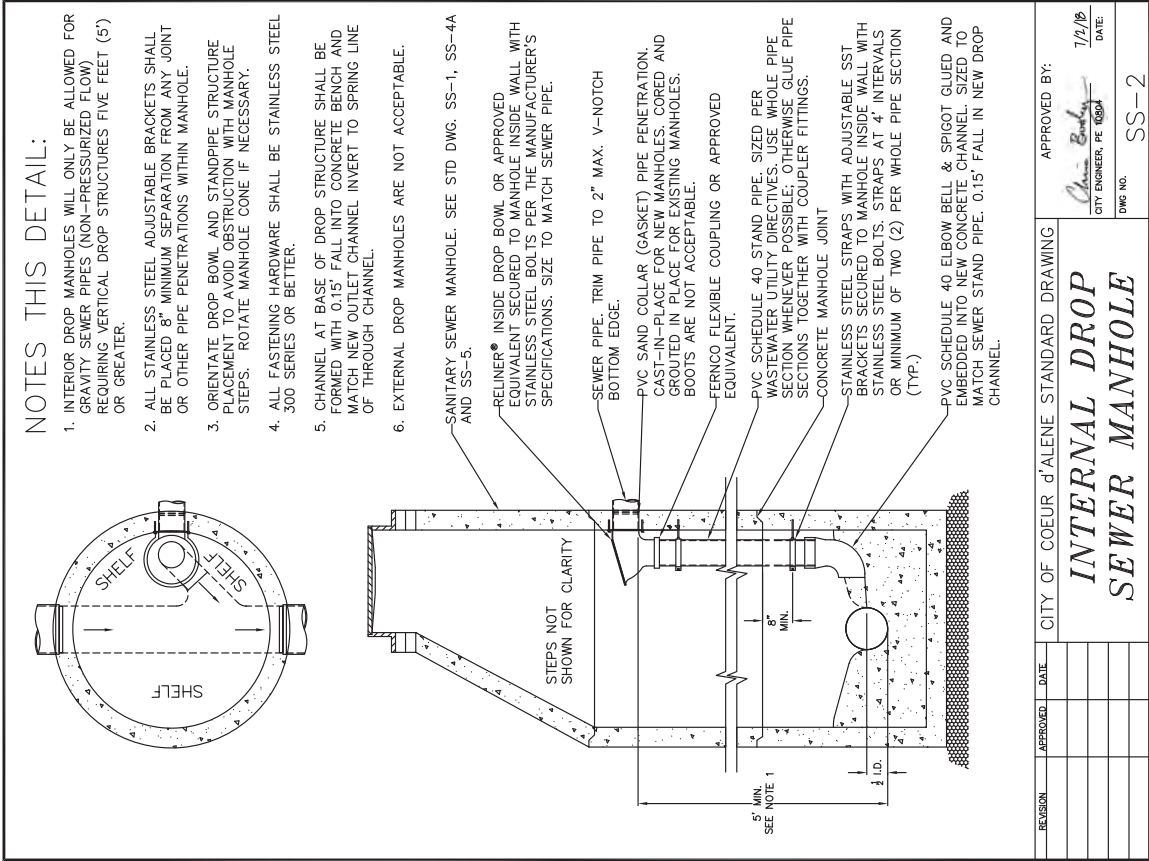
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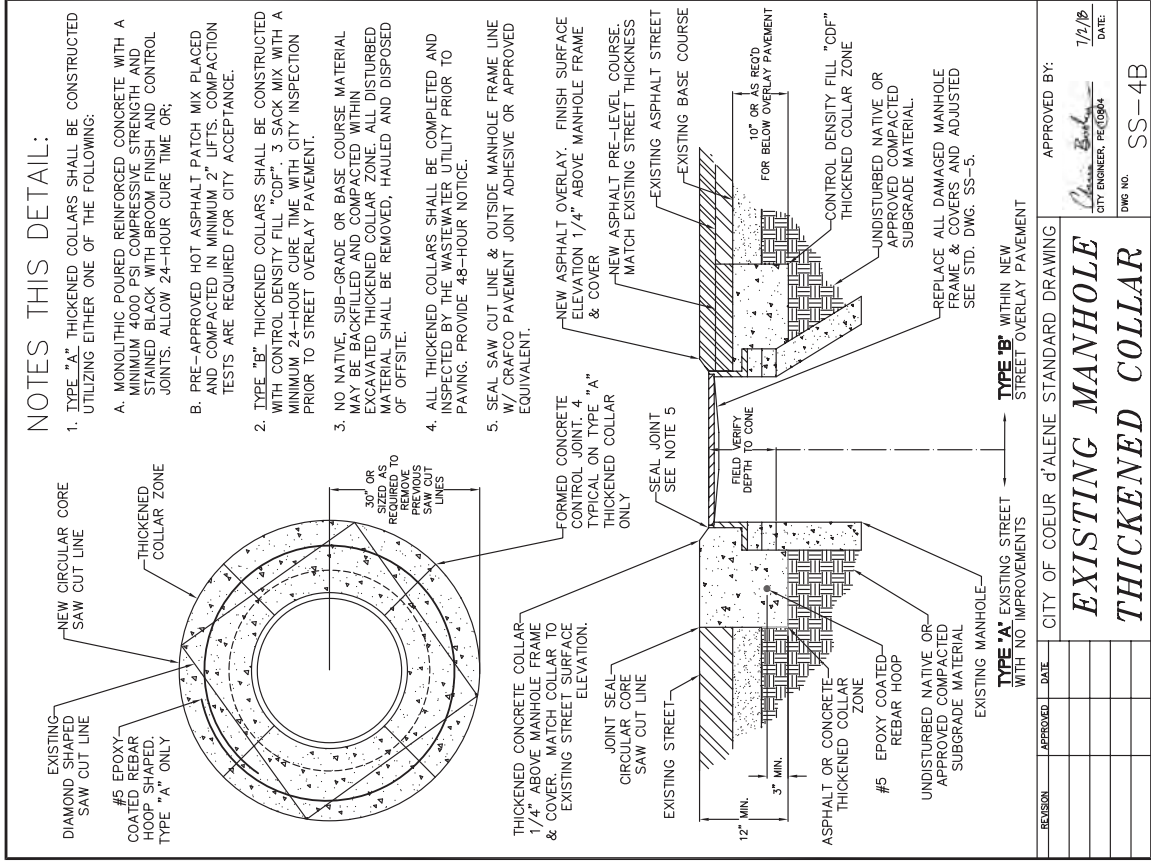
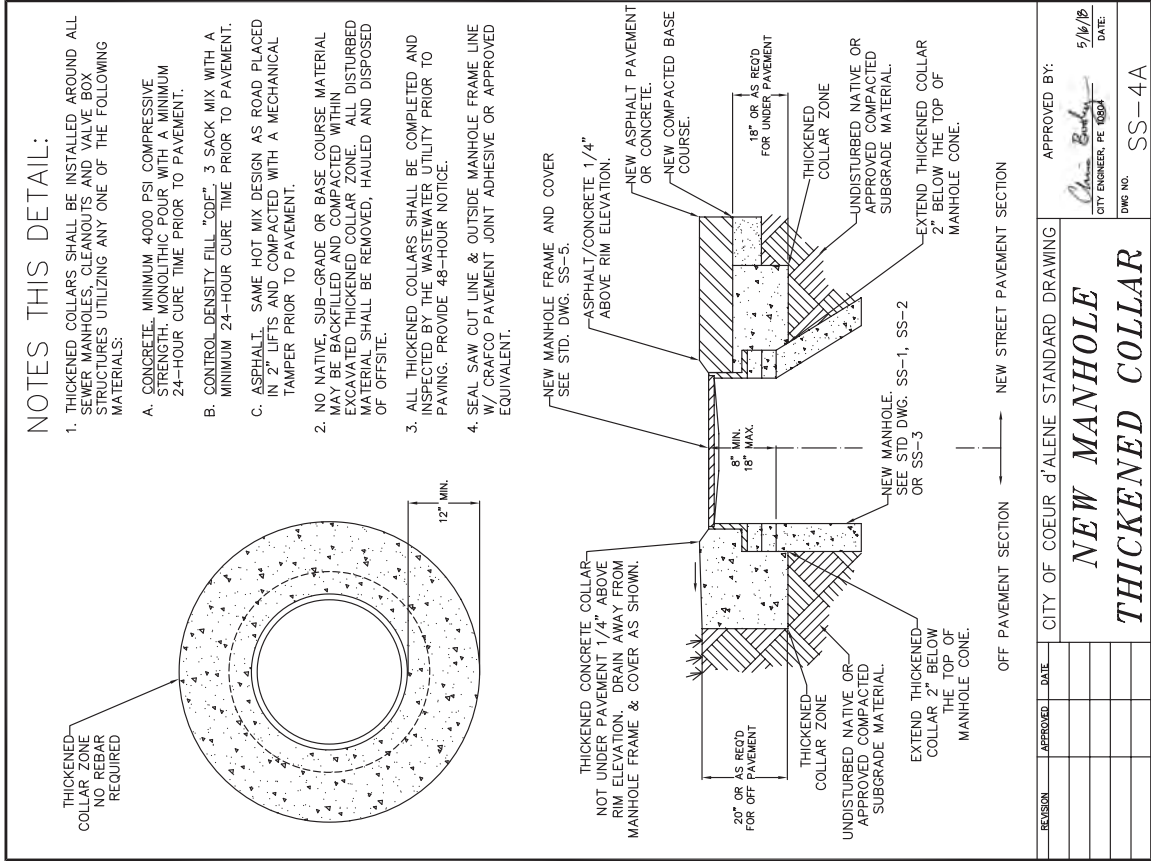
1. For trenching in improved streets, see Standard Drawing M-11 for trench resurfacing.
2. (*) indicates minimum relative compaction using modified proctor (ASTM D-1557).
3. Bedding Material shall be Sand, Gravel, crushed Aggregate, or Native Granular material having a sand equivalent of not less than 30.


REVISION	APPROVED	DATE
CITY OF COEUR D'ALENE STANDARD DRAWING		
APPROVED BY: <i>Chris Boudry</i> CITY ENGINEER, PE 10824		
DATE: 6/20/06		
DWG NO. SD-8		
PIPE BEDDING AND BACKFILL FOR STORM DRAINS		



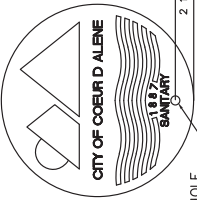




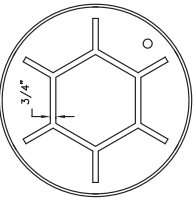




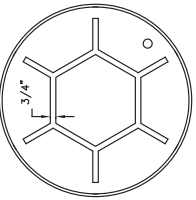
PRIVATE SEWER COVER



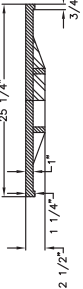
PUBLIC SEWER COVER



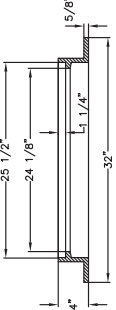
MANHOLE FRAME AND COVER



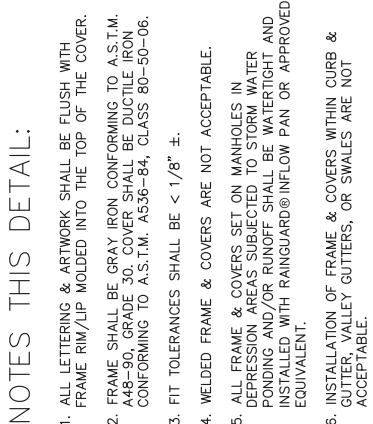
3/4"



COVER SECTION VIEW

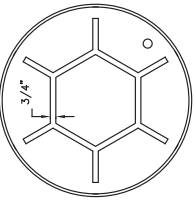


FRAME SECTION VIEW

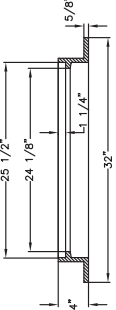


NOTES THIS DETAIL:

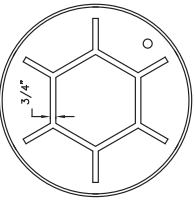
1. ALL LETTERING & ARTWORK SHALL BE FLUSH WITH FRAME RIM/LIP MOLDED INTO THE TOP OF THE COVER.
2. FRAME SHALL BE GRAY IRON CONFORMING TO A.S.T.M. A48-90, GRADE 30. COVER SHALL BE DUCTILE IRON CONFORMING TO A.S.T.M. A536-84, CLASS 80-50-06.
3. FIT TOLERANCES SHALL BE $< 1/8"$ ±.
4. WELDED FRAME & COVERS ARE NOT ACCEPTABLE.
5. ALL FRAME & COVERS SET ON MANHOLES IN DEPRESSION AREAS SUBJECT TO STORM WATER PONDING AND/OR RUNOFF SHALL BE WATERTIGHT AND INSTALLED WITH RAINGUARD® INFLOW PAN OR APPROVED EQUIVALENT.
6. INSTALLATION OF FRAME & COVERS WITHIN CURB & GUTTER, VALLEY GUTTERS, OR SWALES ARE NOT ACCEPTABLE.



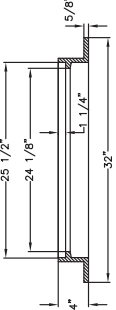
3/4"



FRAME SECTION VIEW



3/4"



FRAME SECTION VIEW

REVISION

APPROVED

DATE

APPROVED BY:

CITY OF COEUR D'ALENE STANDARD DRAWING

6/18/18

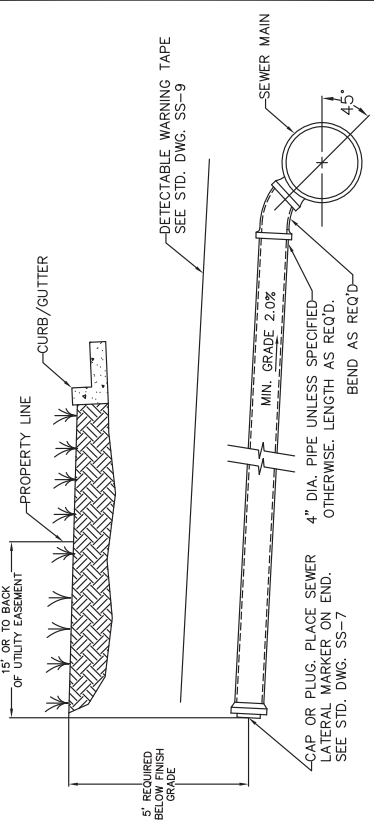
DATE

SS-5

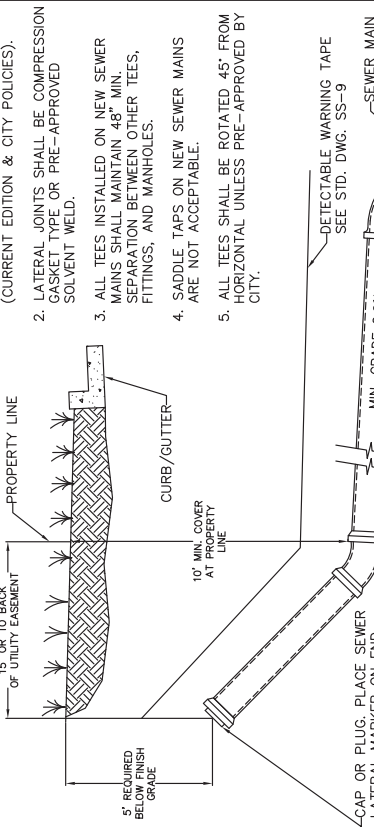
DWG NO.

6/18/18

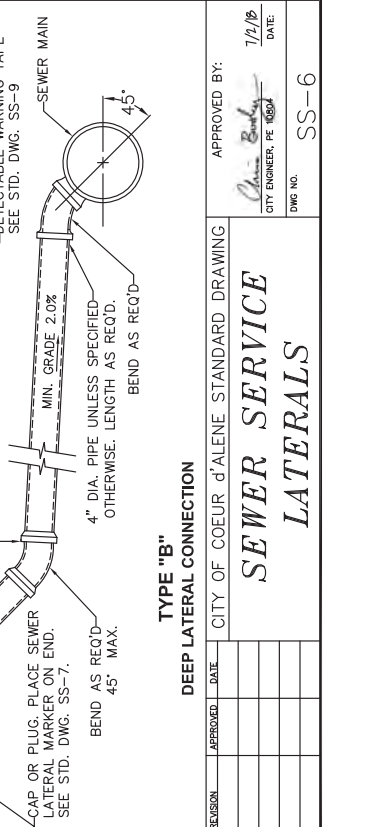
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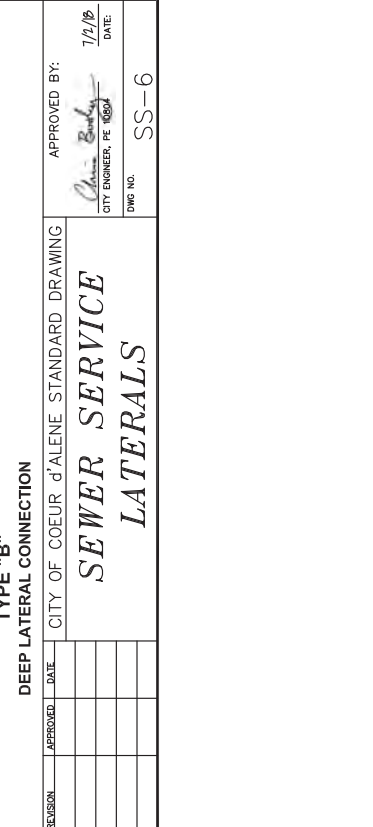
STANDARD LATERAL CONNECTION



TYPE "A"



DEEP LATERAL CONNECTION



TYPE "B"

REVISION

APPROVED

DATE

APPROVED BY:

CITY OF COEUR D'ALENE STANDARD DRAWING

6/18/18

DATE

SS-6

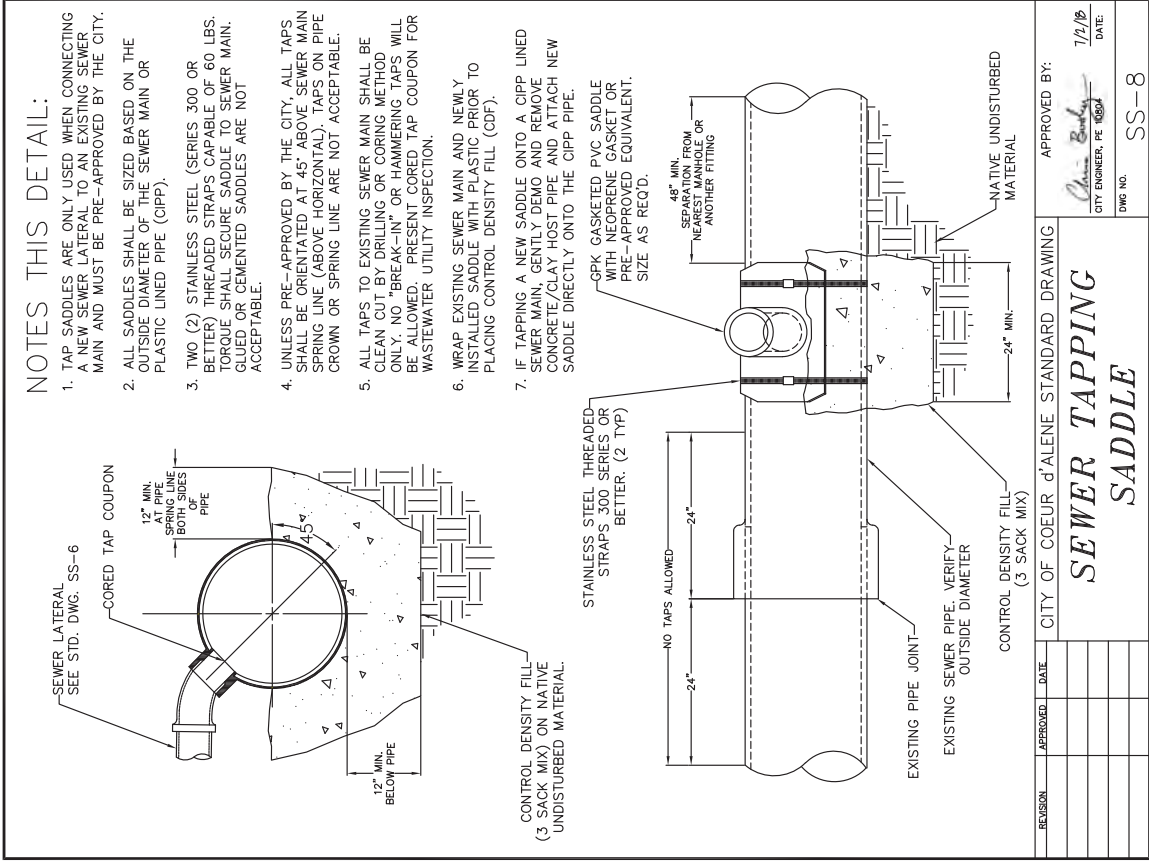
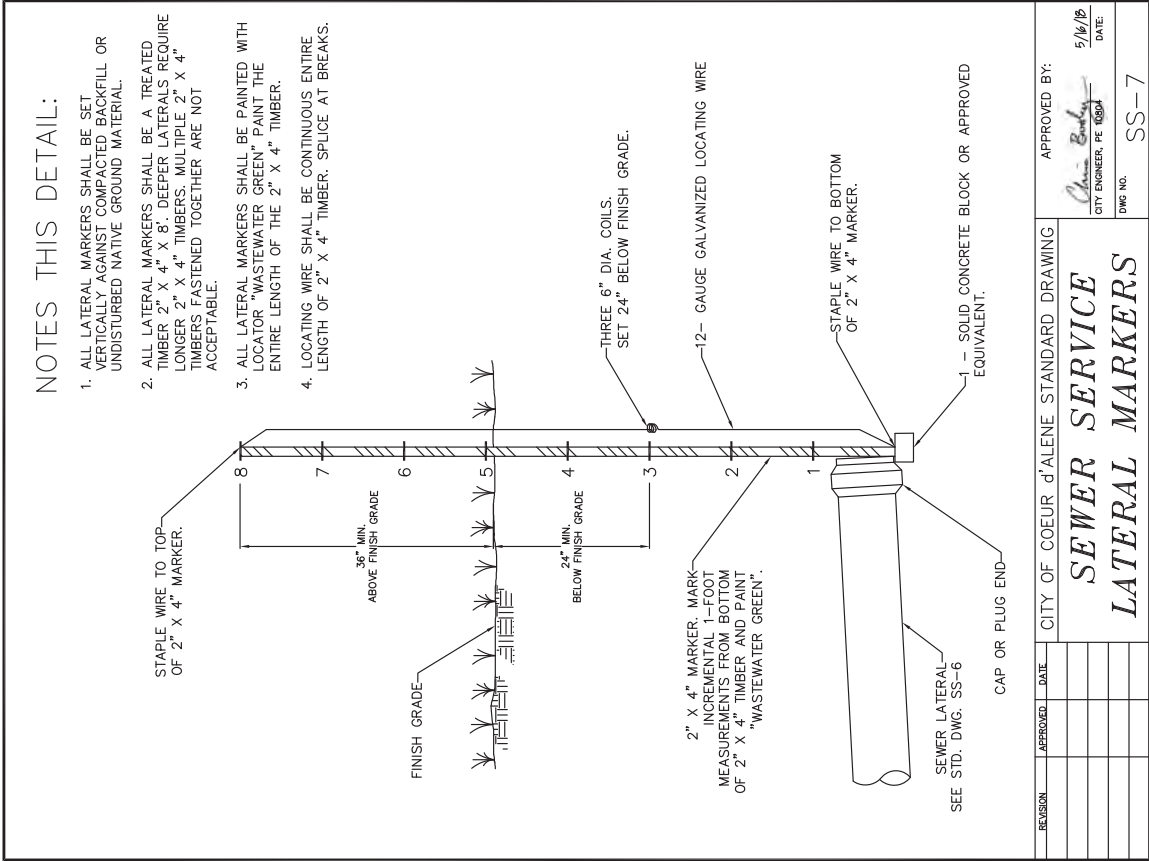
DWG NO.

6/18/18

DATE

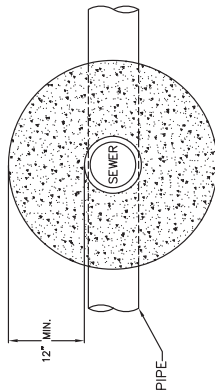
Resolution No. 18-038

Exhibit "C"



NOTES THIS DETAIL:

1. UNLESS SPECIFIED OTHERWISE, AN ABOVE GROUND "SEWER LINE" MARKER OR SIGNED WITNESS POST SHALL BE INSTALLED AS CLOSE TO THE LOCATING WIRE BOX AS POSSIBLE.
2. TRACER WIRE SHALL BE TAPED DIRECTLY TO TOP OF ALL NEWLY INSTALLED PIPE WITH ELECTRICAL TAPE AT A MINIMUM OF 10' INTERVALS.
3. ALL BREAKS IN LOCATING WIRE SHALL BE SPLICED WITH 3M "WATERTIGHT" SPLICER KIT OR PRE-APPROVED EQUIVALENT.
4. TRACER WIRE SHALL RUN CONTINUOUSLY BETWEEN WIRE BOXES LOCATED AT EQUAL 1,000 FOOT STATIONS. EXTEND TRACER WIRE TO FINISH GRADE WITH 24" EXCESS WIRE COILED INSIDE LOCATING WIRE BOX.
5. TRACER WIRE AT VALVE VAULTS, MANHOLES OR TERMINATION STRUCTURES SHALL EXCEED INSIDE STRUCTURE THROUGH FINISH GRADE RINGS OR ADJUSTMENTS, SECURED 24" COILED EXCESS WIRE TO INSIDE WALL, GROUT SMOOTH ALL STRUCTURE PENETRATIONS AS REQUIRED.
6. PRIOR TO SURFACE RESTORATION, CONTRACTOR SHALL CONDUCT A CONDUCTIVITY TEST TO DEMONSTRATE THE CONTINUITY OF THE TRACER WIRE. INSPECTION IS REQUIRED, PROVIDE PAINTED LOCATES "WASTEWATER GREEN" FROM ALL LOCATING WIRE BOXES TO SEWER STRUCTURES.



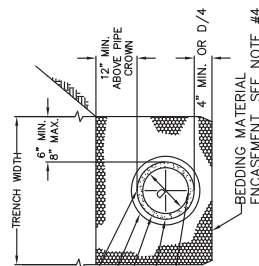
THICKENED COLLAR
SEE STD. DWG. SS-4A

ASPHALT/CONCRETE
1/4" ABOVE RIM
ELEVATION



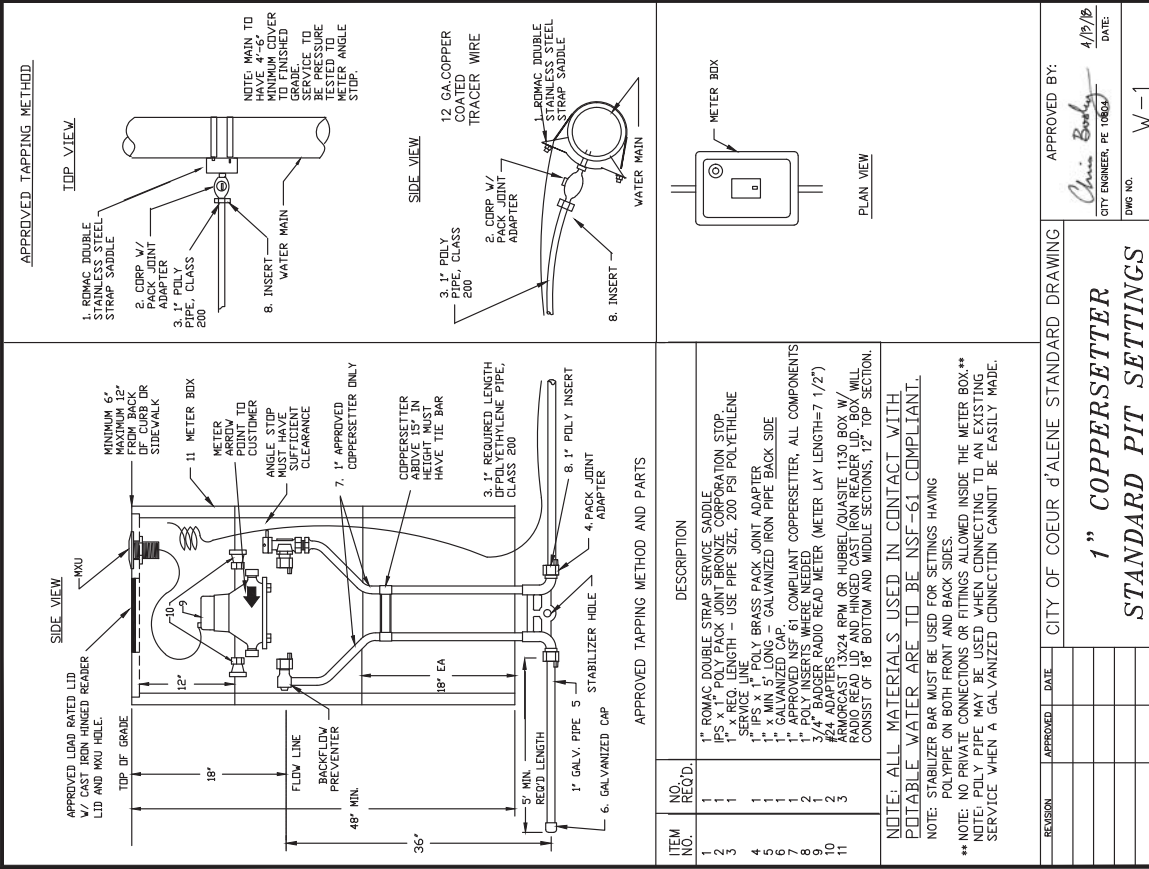
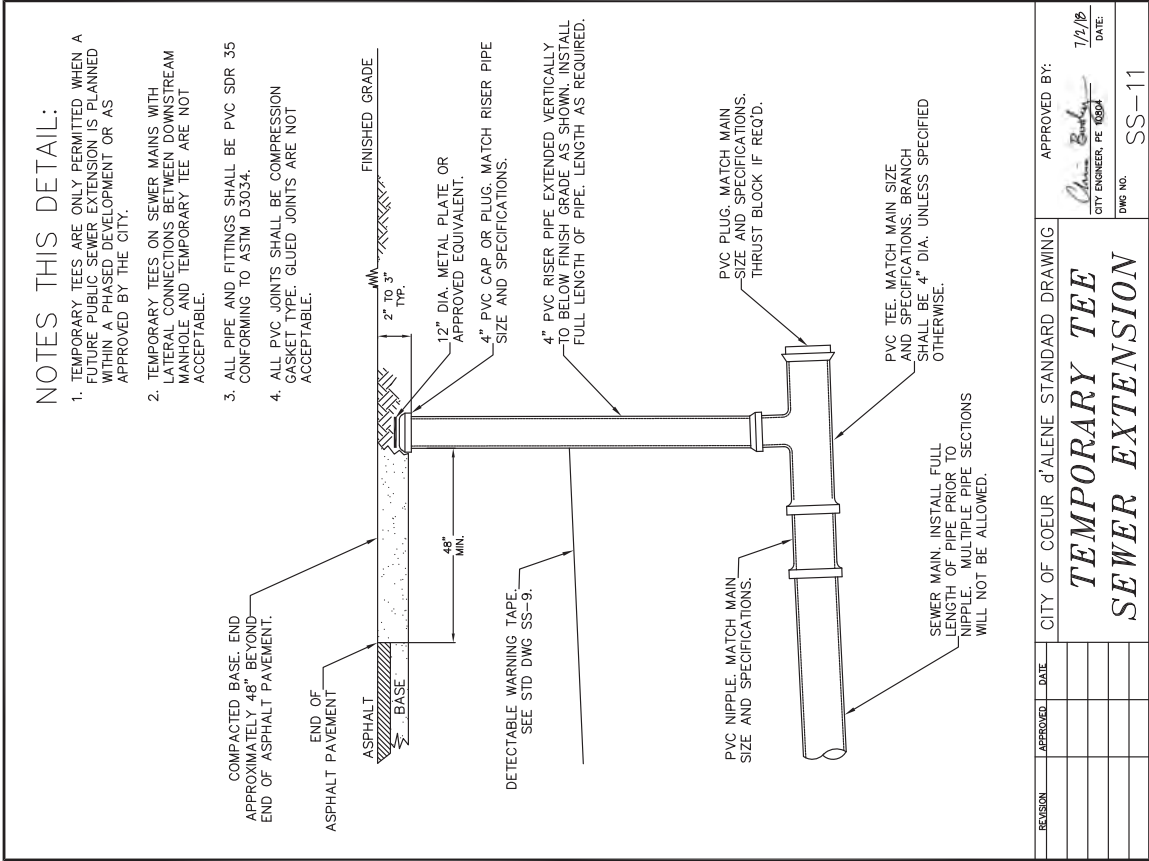
TYPE C TRENCH

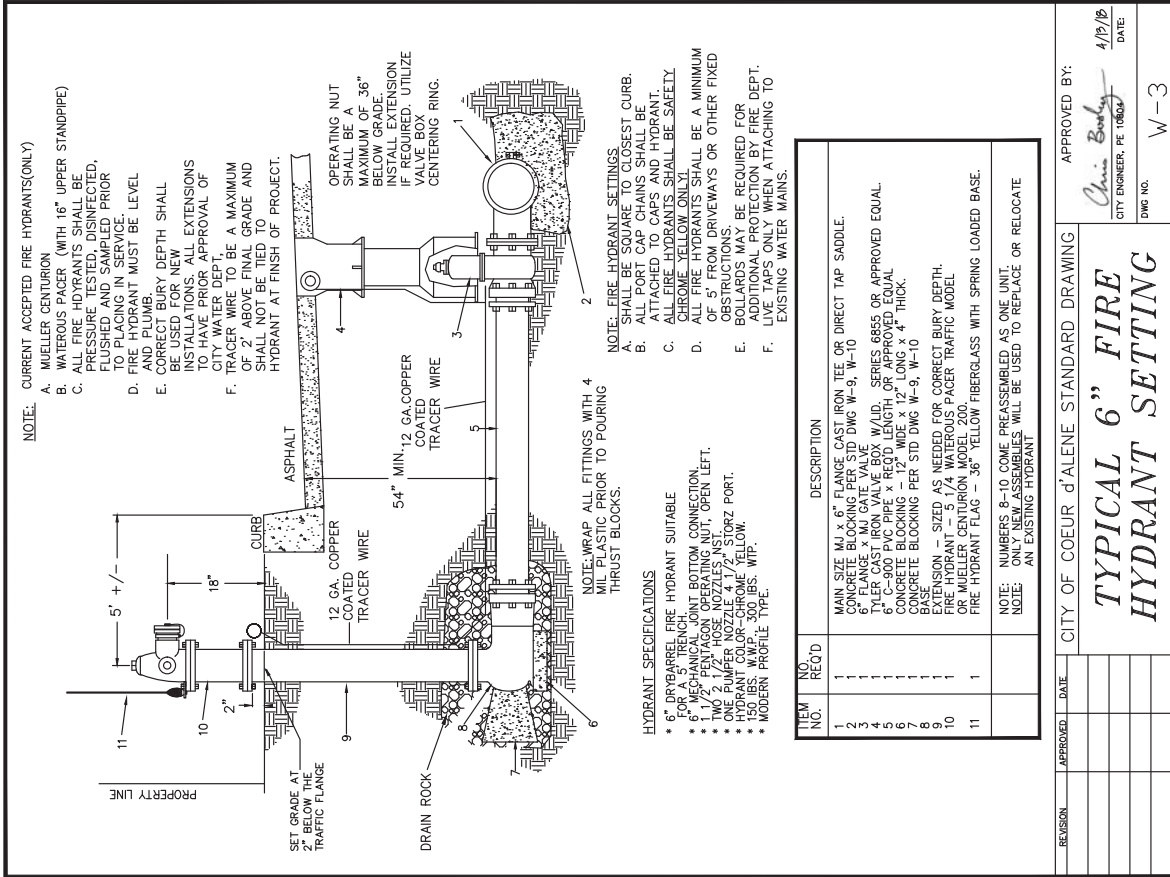
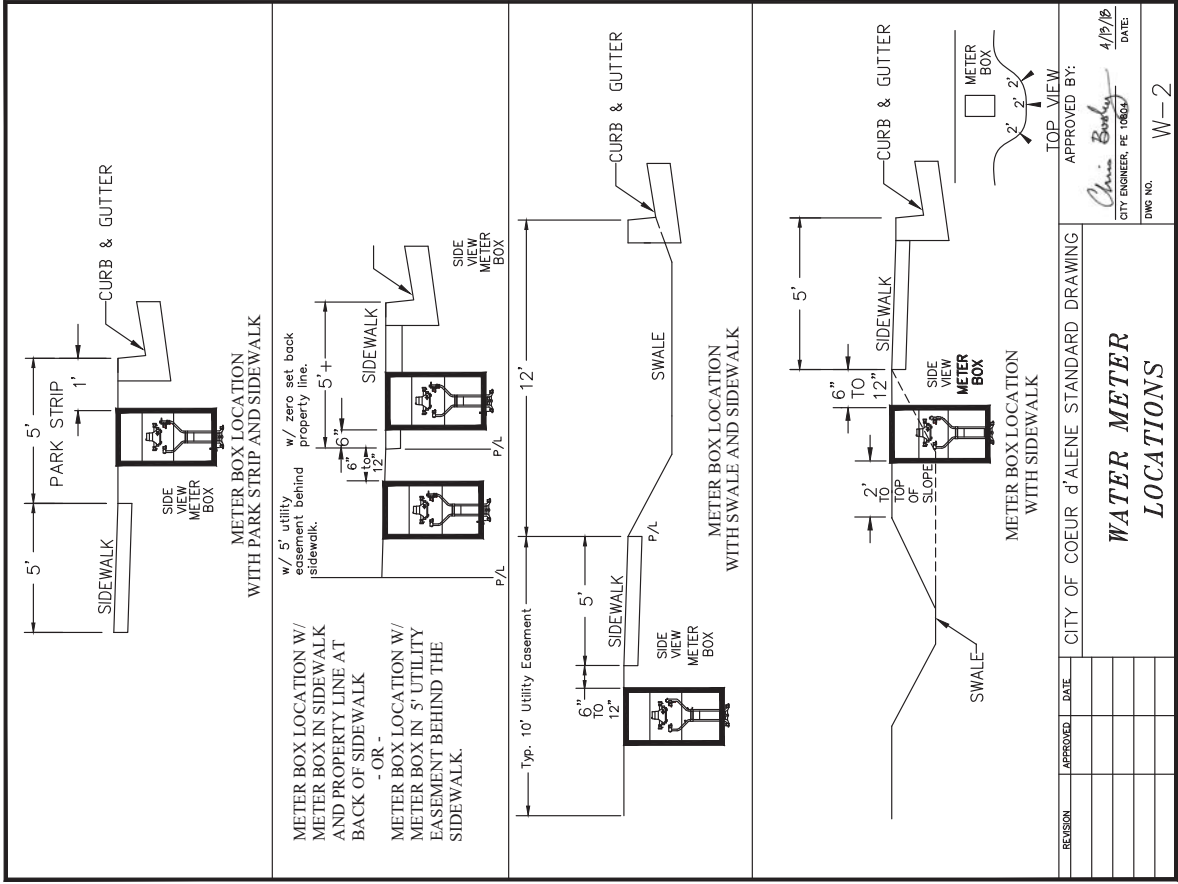
ROCK ENVELOPE REQUIRED WHEN
HARD ROCK OR GRAVEL IS AT
AND/OR ABOVE PIPE SPRINGLINE

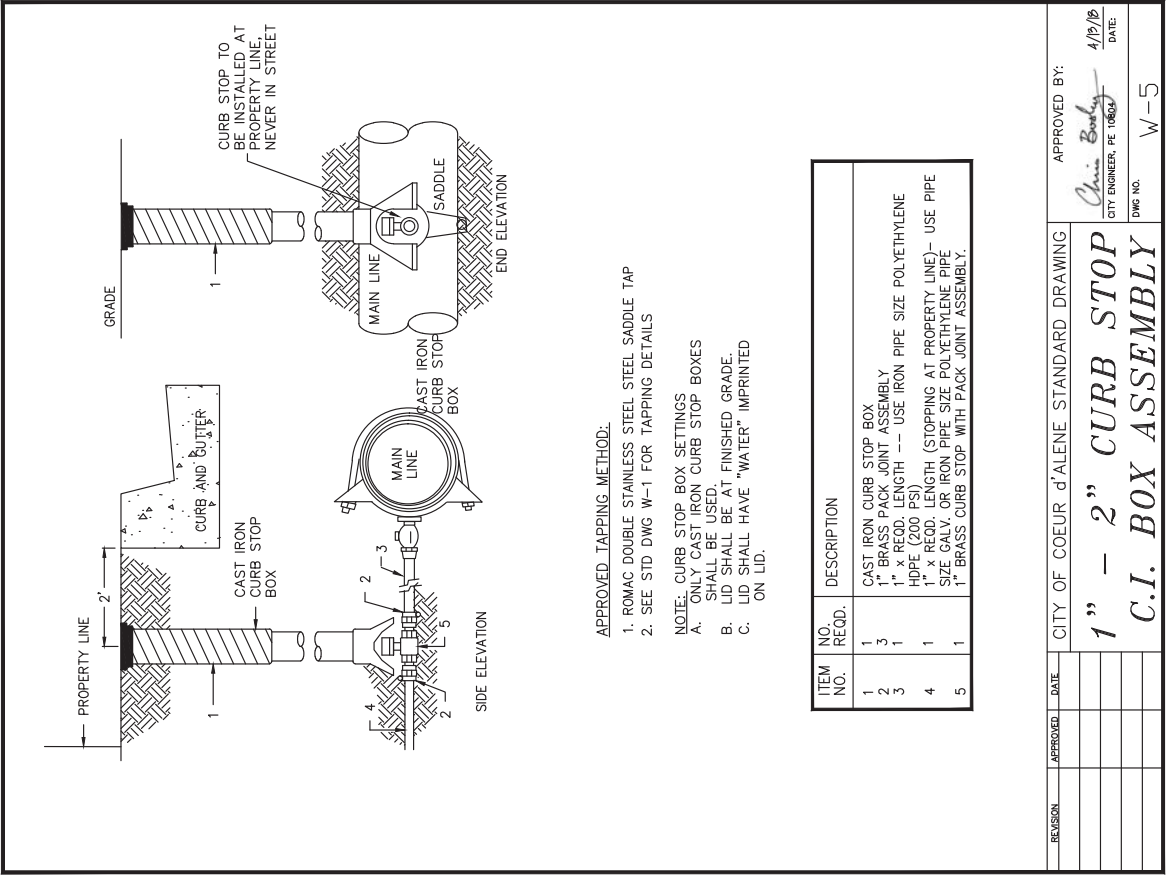
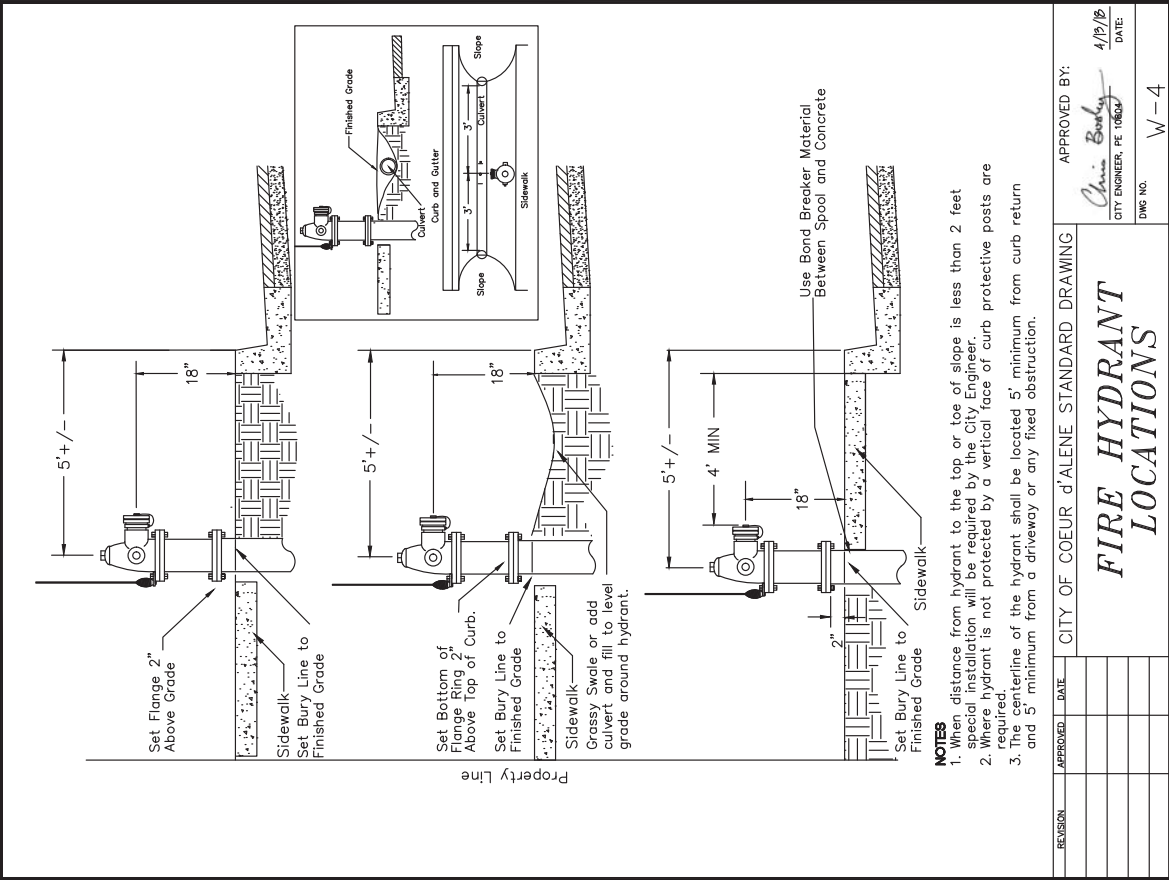


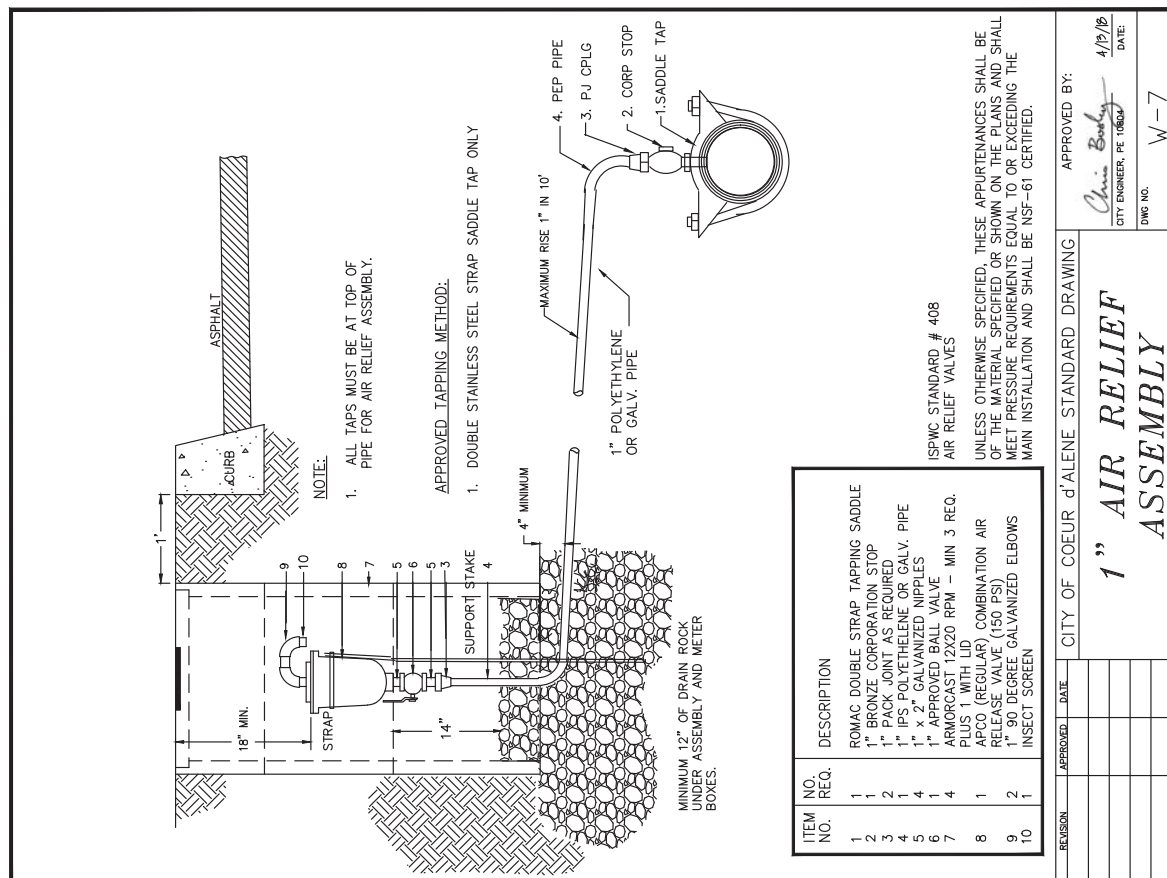
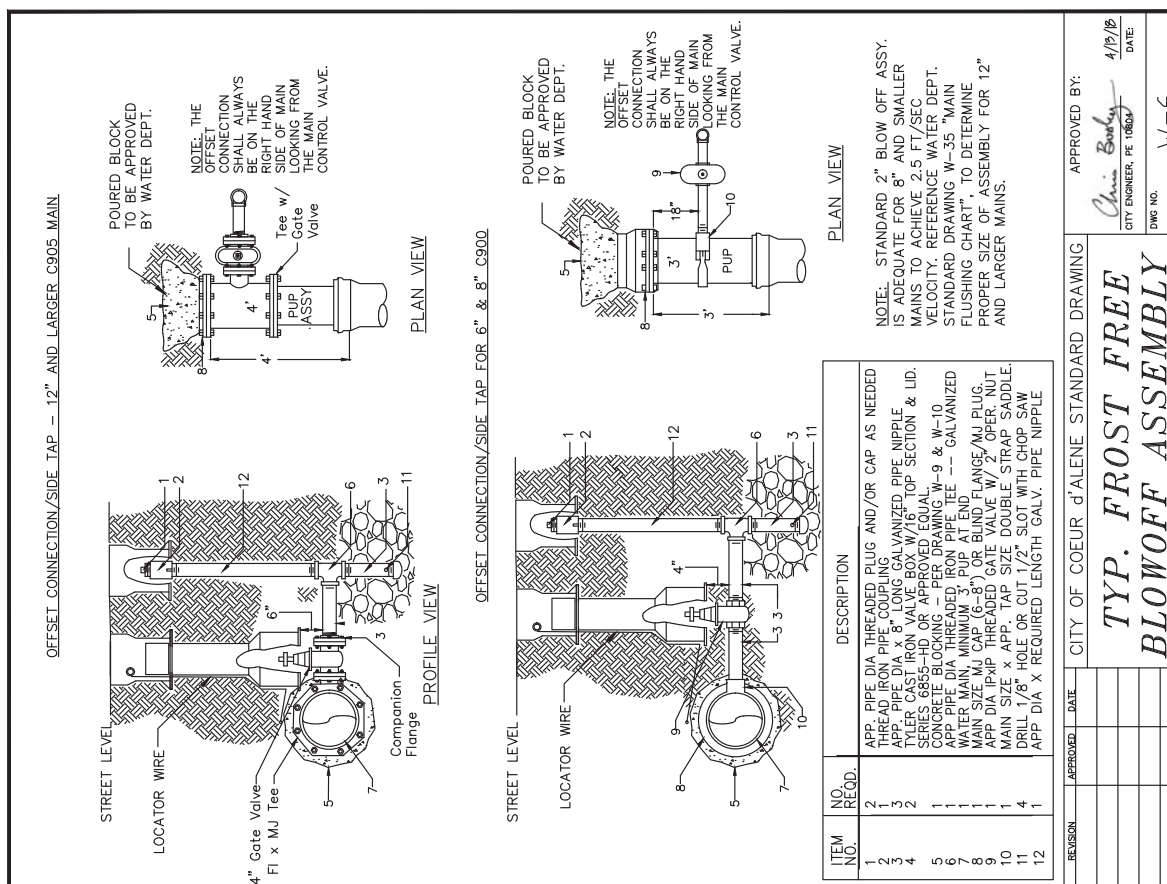
*FORCE MAIN
LOCATING WIRE BOX*

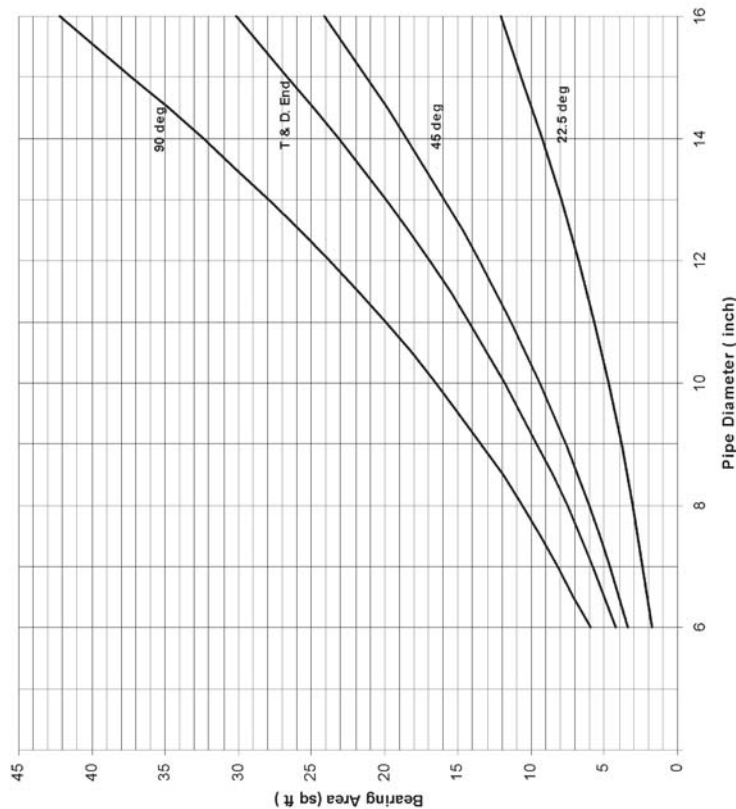
REVISION	APPROVED	DATE	CITY OF COEUR D'ALENE STANDARD DRAWING
			<i>FORCE MAIN</i>
			<i>LOCATING WIRE BOX</i>





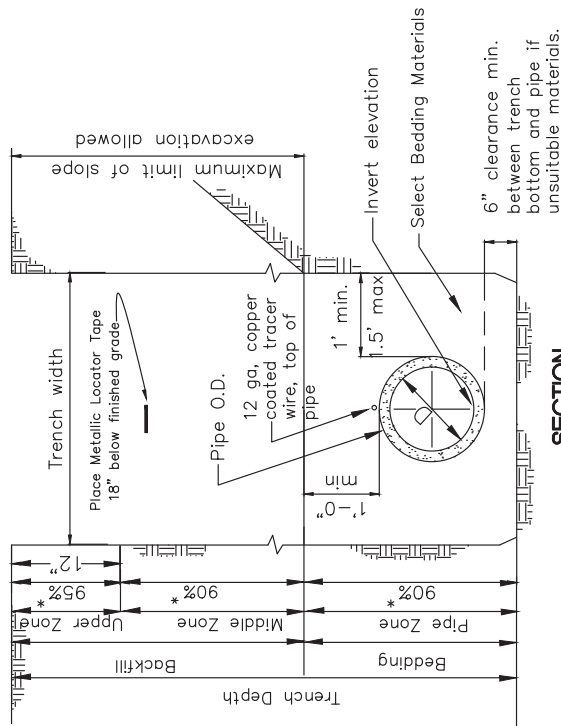






1. Based on 150 psi test pressure and a soil bearing pressure of 1500psf
2. For conditions not covered by these curves, special thrust blocks must be designed and approved.
3. Ecology blocking may be used with prior approval from the City Engineer and/or the Superintendent for mains 12" and less in size.
4. The Design Engineer shall provide thrust bearing area calculations using 1500psf as the desired standard prior to block approval.

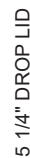
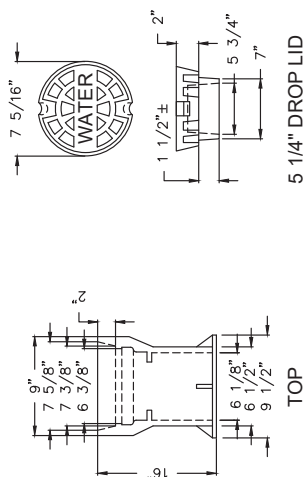
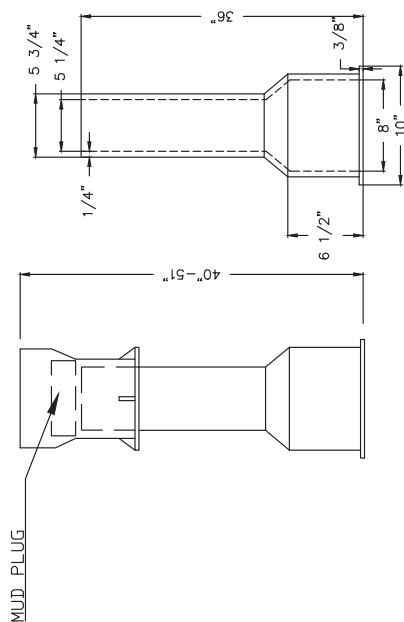
REVISION	APPROVED	DATE	CITY OF COEUR D'ALENE STANDARD DRAWING	APPROVED BY: <i>Chris Barkley</i> CITY ENGINEER, PE 10604 DATE: 4/19/10
			THRUST BLOCK BEARING AREA	



NOTES

1. For trenching in improved streets, see Standard Drawing M-11 for trench resurfacing.
2. (*) indicates minimum relative compaction using modified proctor (ASTM D-1557).
3. Minimum depth of cover from the top of pipe to finished grade shall be 4'6" .
4. Bedding Material shall be Sand, Gravel, Crushed Aggregate, or Native material which shall be approved by the Water Dept. prior to using. Bedding shall be placed at least 6" below the pipe if the native materials are unsuitable to a minimum depth of 12" above the pipe unless the backfill is judged to be excessively course. Then the Water Dept. may require 24" or more of select bedding materials over the main.
5. Backfill with rocks in excess of 5" diameter or sharp jagged rock shall not be allowed in the trench at any time from bottom of trench to finished grade. Only select material shall be used.
6. Bedding material shall be distributed to an even grade across the width of the trench profile.
7. Compaction shall be accomplished by approved methods in maximum 12" lifts above the compacted bedding materials.

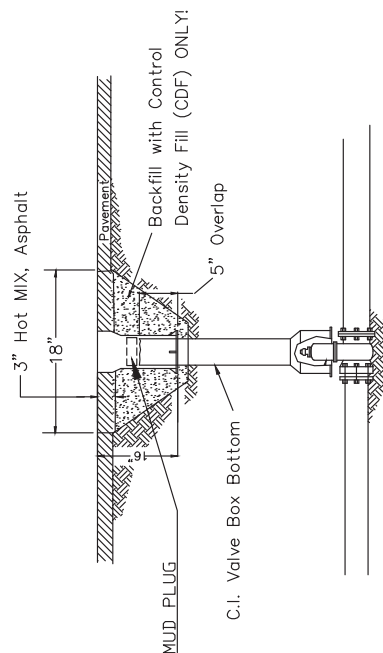
REVISION	APPROVED	DATE	CITY OF COEUR D'ALENE STANDARD DRAWING PIPE BEDDING AND BACKFILL FOR WATER MAINS	APPROVED BY:  CITY ENGINEER, PE 10804 DATE: 4/15/16
DWG NO. W-11				



BOX COMPLETE EXTENSION, IN INCHES	W/LID LENGTH WEIGHT	BOTTOM LENGTH WT.
40"-51"	16" 45 LB.	36" 45 LB.

Tyler Cast Iron Valve Box Series 6855 HD with heavy lid or approved equal
Accommodates 4" Through 12" Valves, 5 1/4" Shafts, Slip-Type

REVISION	APPROVED	DATE	CITY OF COEUR D'ALENE STANDARD DRAWING	APPROVED BY: <i>Chris Bentley</i> CITY ENGINEER, PE 108104	DATE: 4/19/16
			CAST IRON VALVE BOX	DWG NO. W-12	
			TWO PIECE		



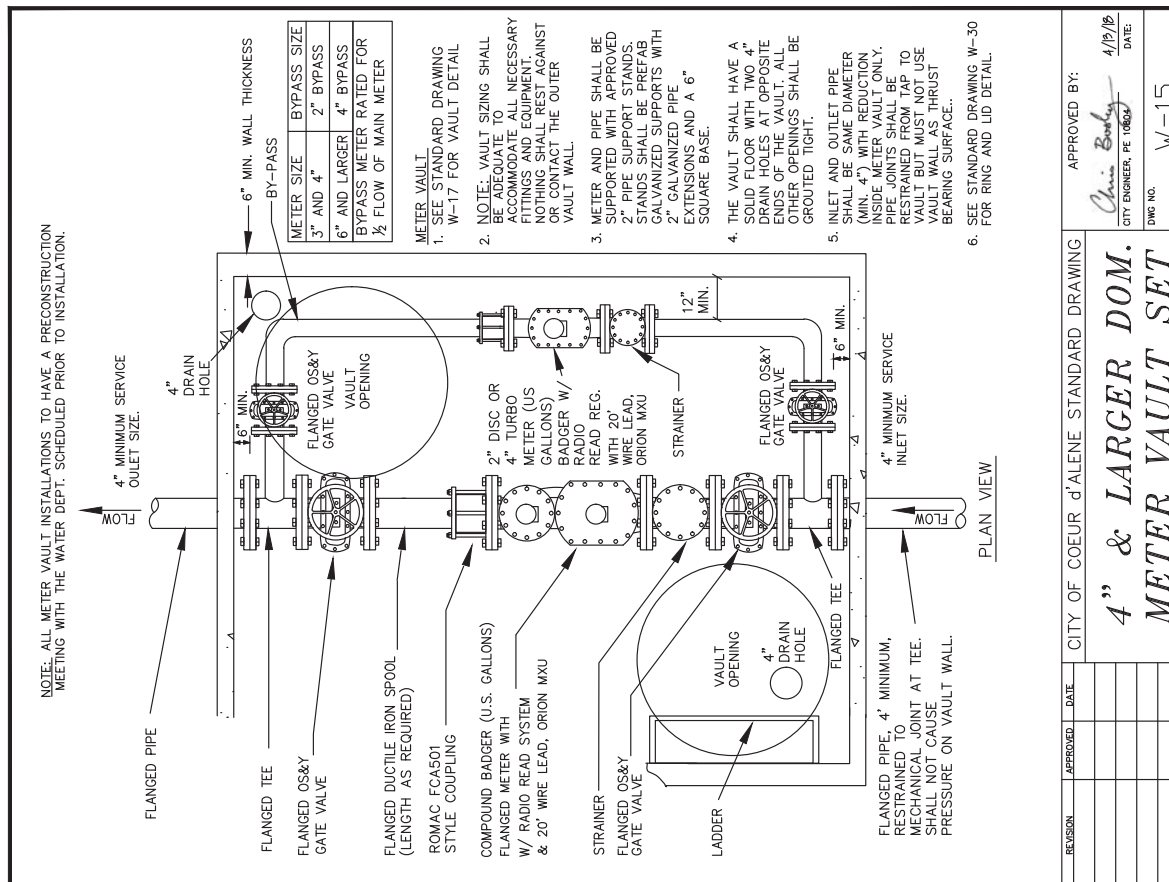
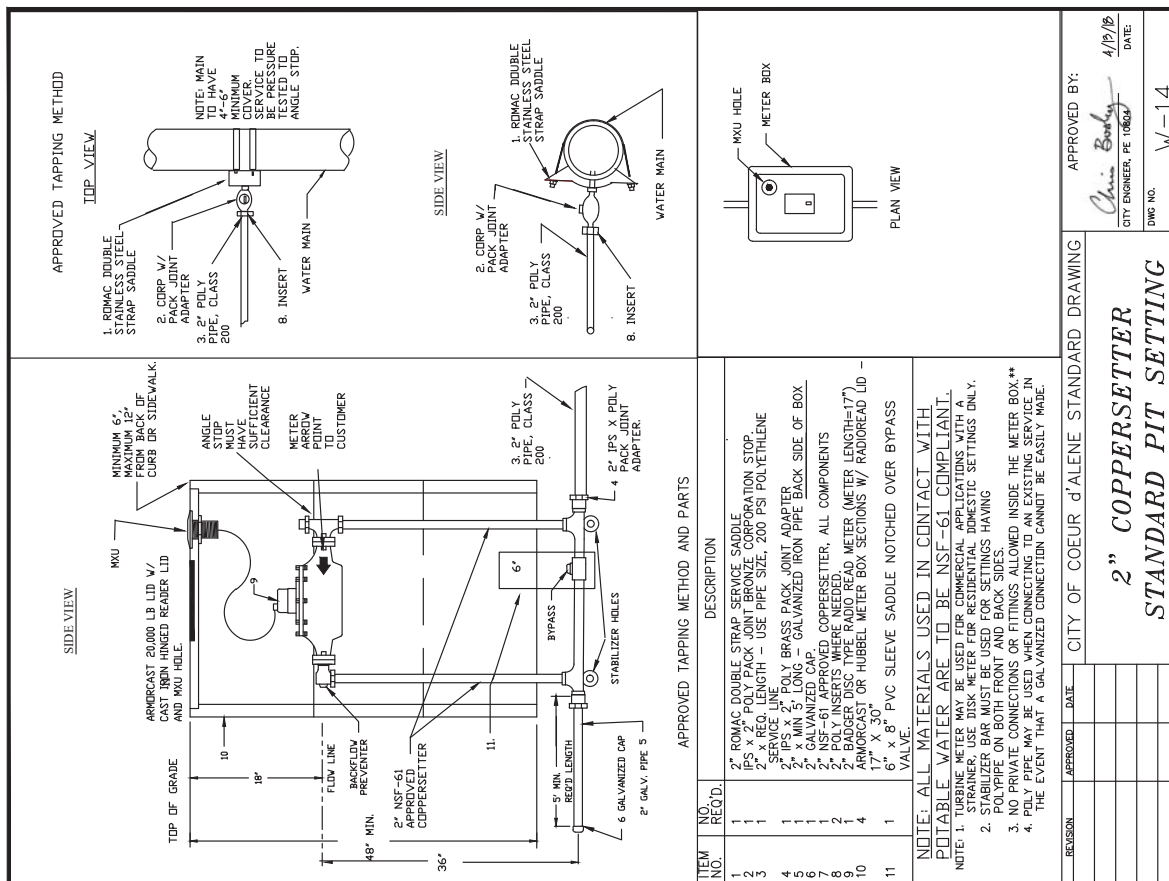
TYLER CAST IRON VALVE BOX 6855 HD, WITH NO FLIP "WATER" HEAVY LID, 16" x 6 1/8" ID TO SLIP OVER C.I. VALVE BOX BOTTOM SECTION.

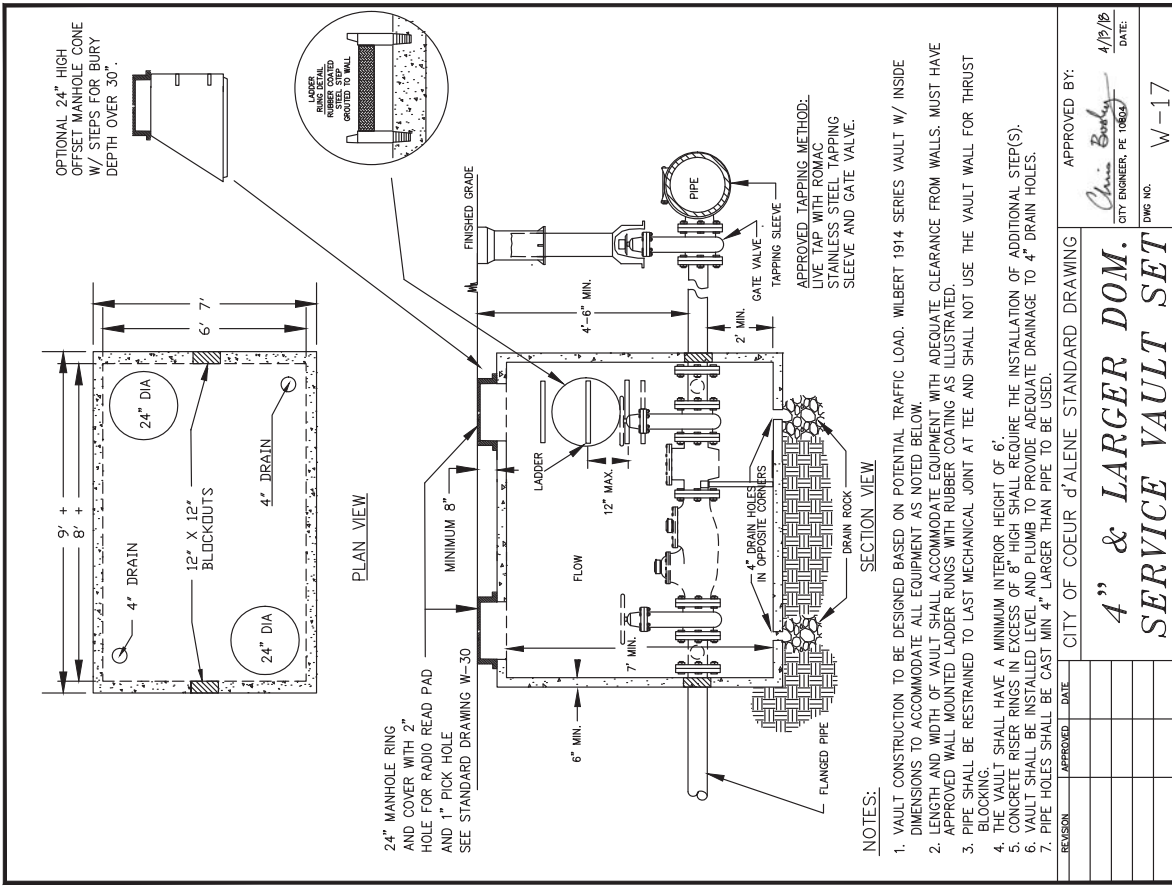
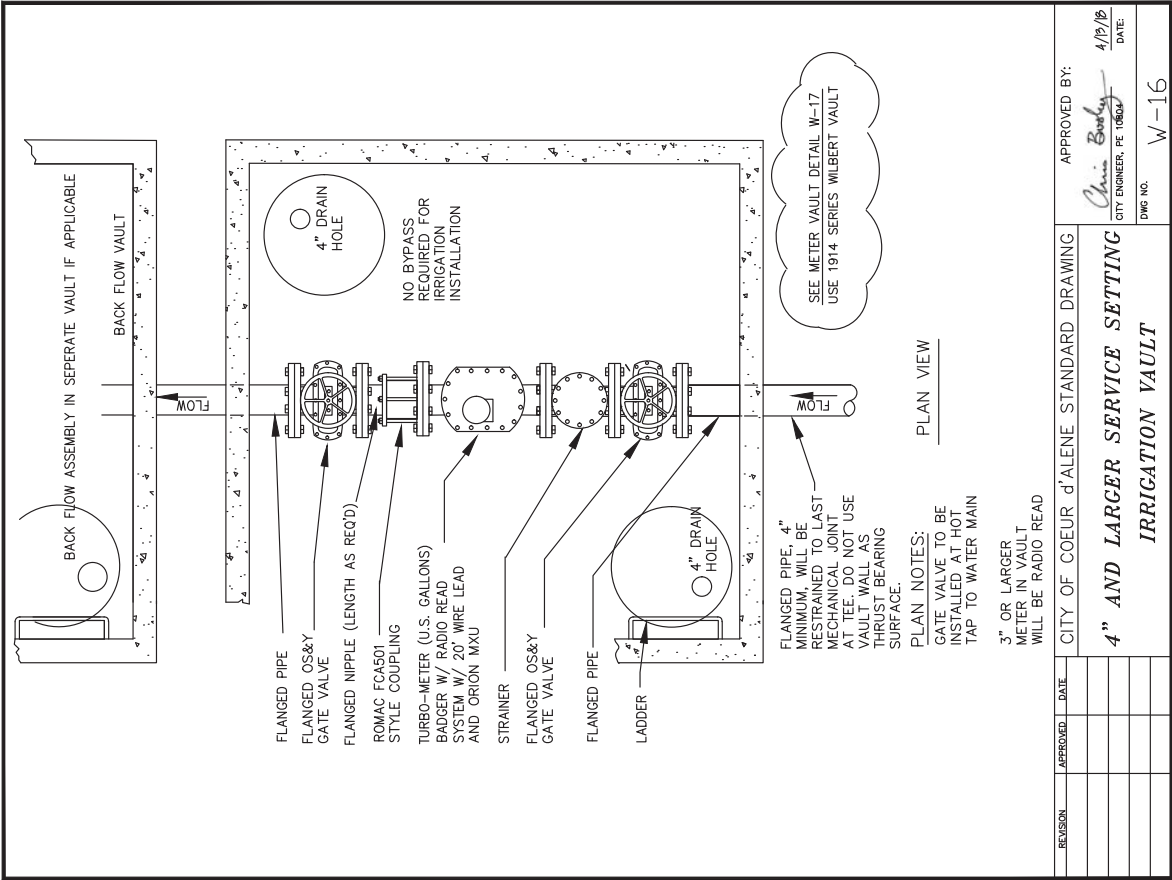
FOR OVERLAY PROJECTS WHERE EXISTING TYLER VALVE BOXES ARE PRESENT, MAY USE 5" DOUBLE HUB SOIL PIPE AS BOTTOM BOX EXT..

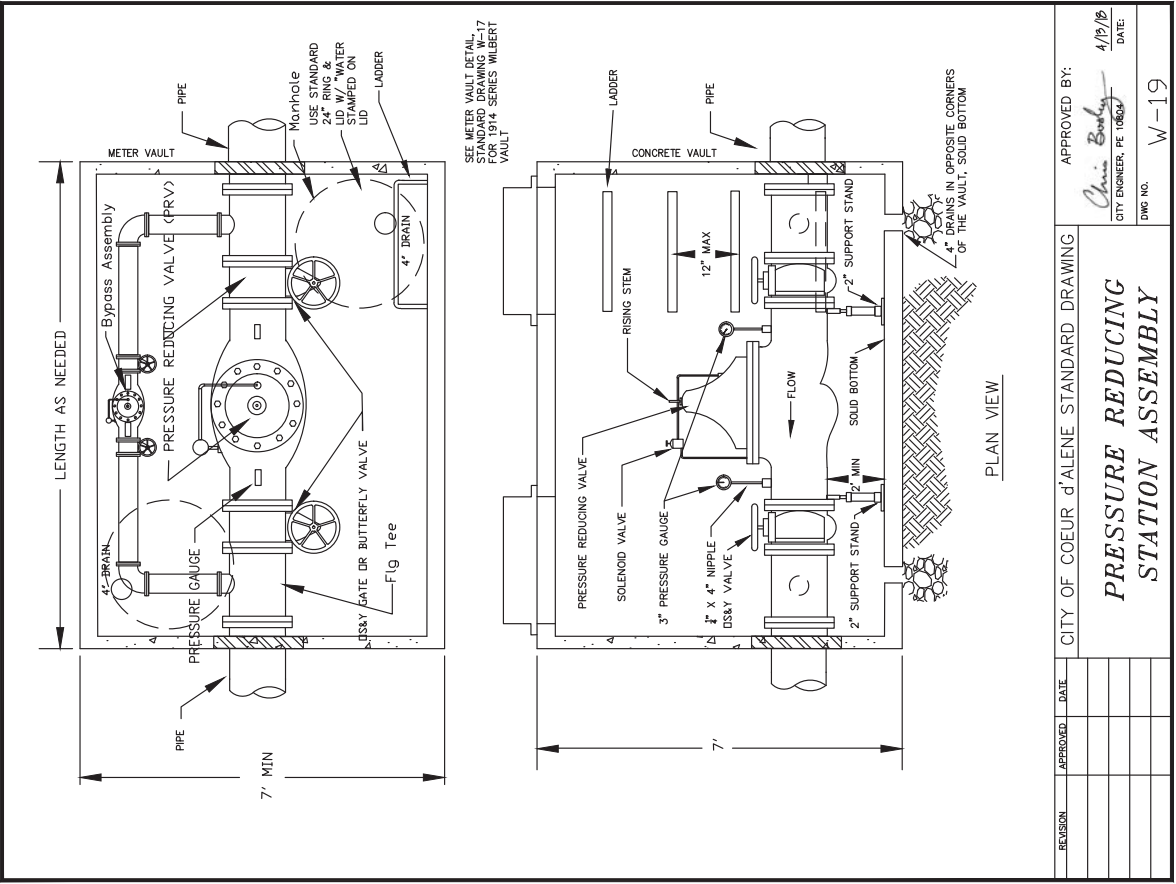
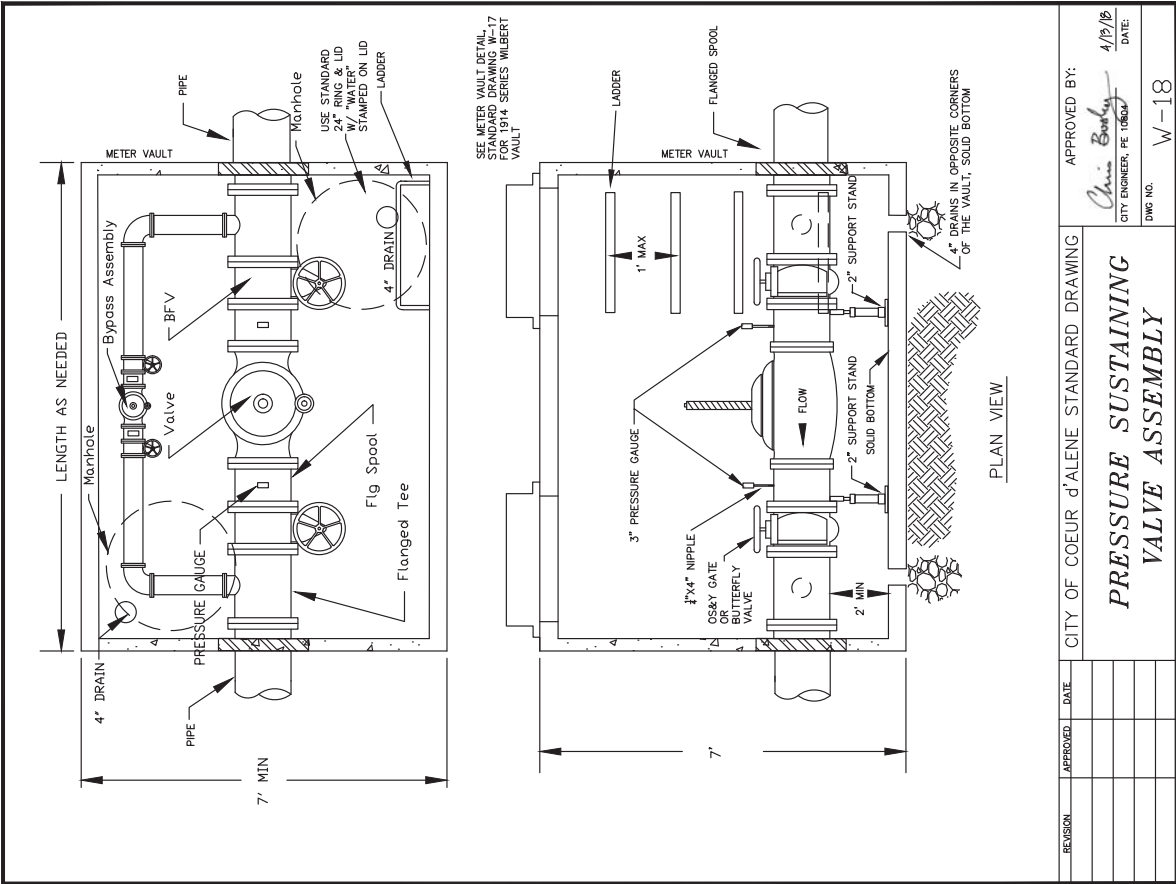


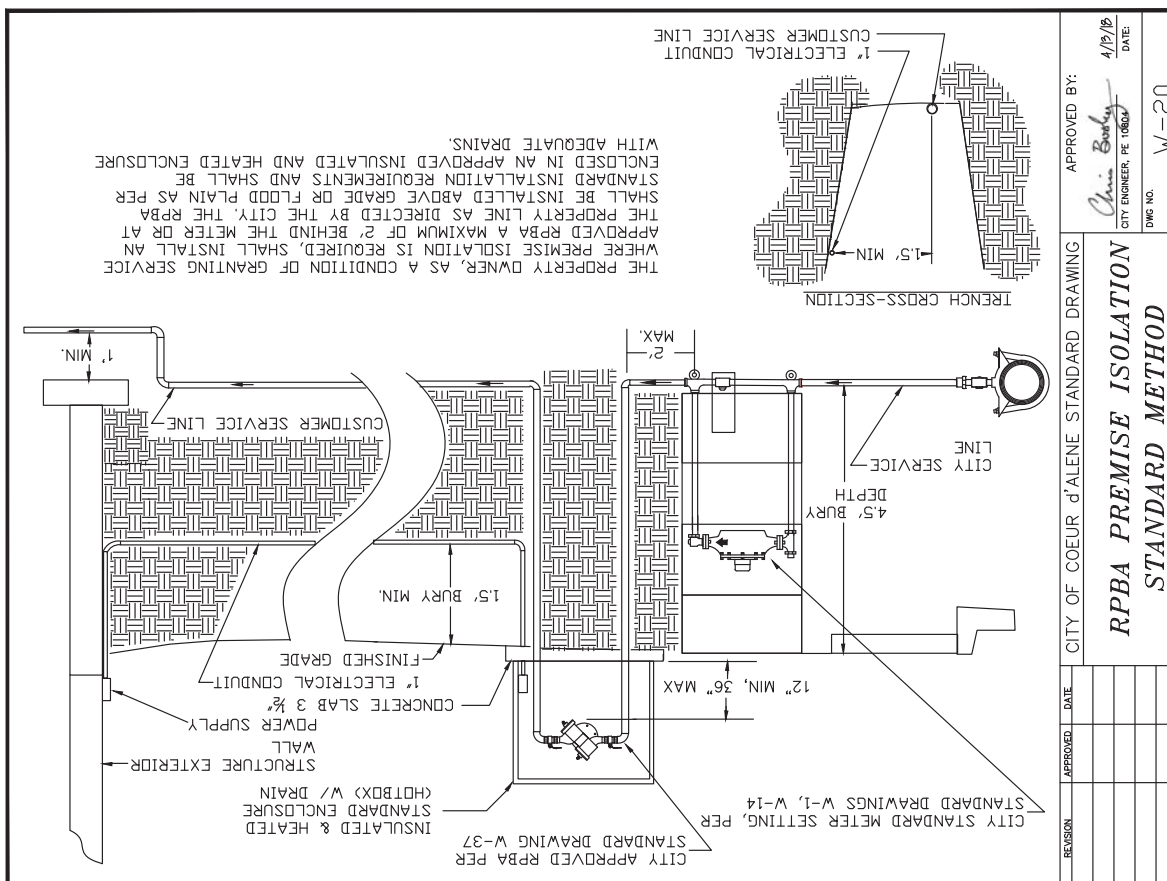
5" C.I. double hub soil pipe extension, cut to length as required.
(Makes two extensions)

REVISION	APPROVED	DATE	CITY OF COEUR D'ALENE STANDARD DRAWING	APPROVED BY: <i>Chris Berkley</i>	DATE: 4/12/16
			VALVE BOX ADJUSTMENT	CITY ENGINEER, PE (1064)	DWG NO. W-13









REVISION	APPROVED	DATE

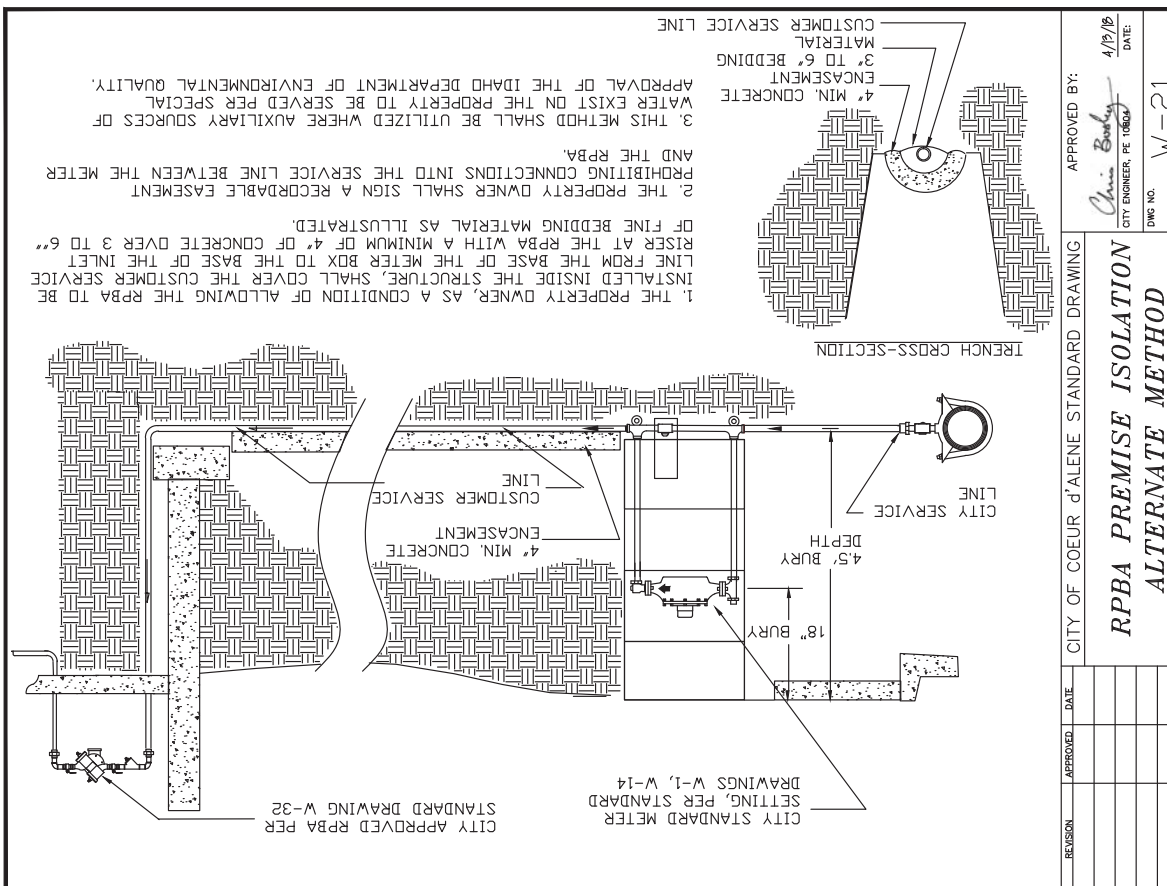
CITY OF COEUR D'ALENE STANDARD DRAWING

RPBA PREMISE ISOLATION

STANDARD METHOD

APPROVED BY: *Chris Boddy* 4/19/18
CITY ENGINEER, PE 10600
DATE: 4/19/18

DWG NO. W-20



REVISION	APPROVED	DATE

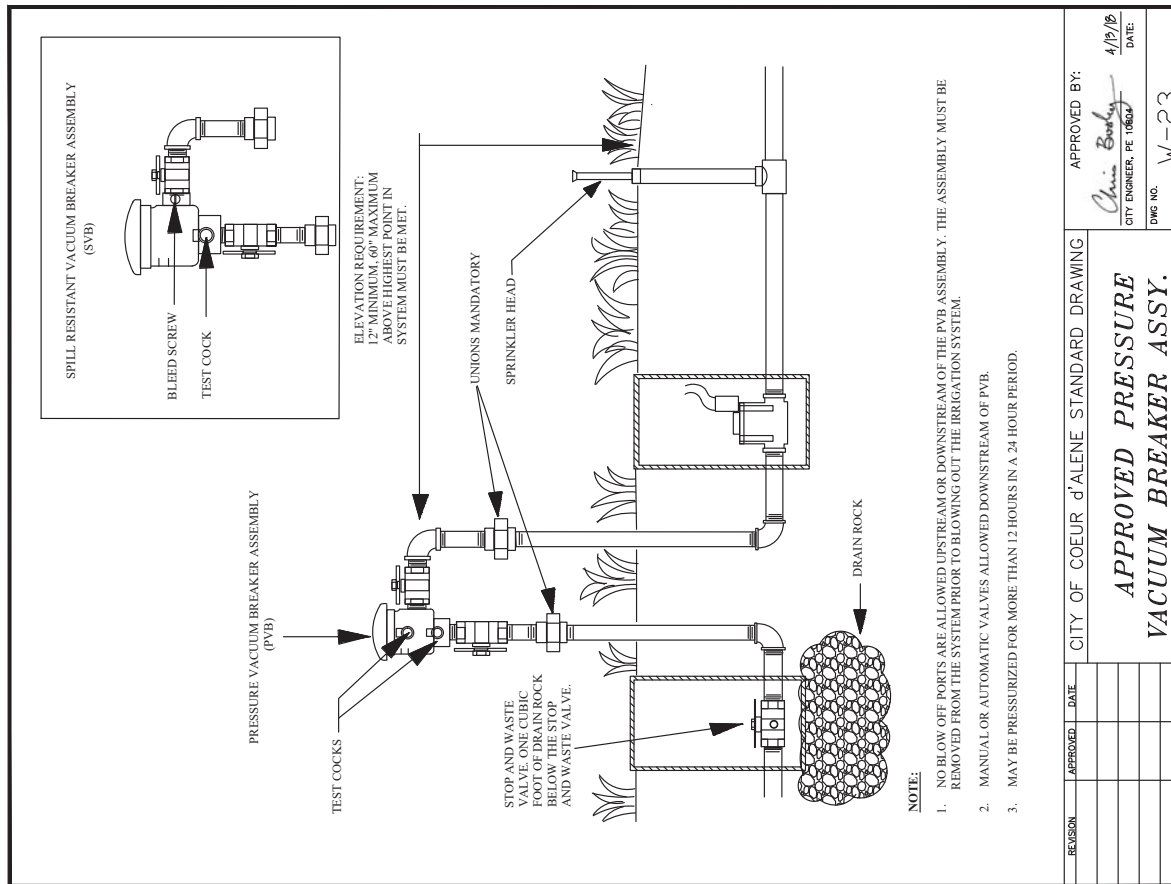
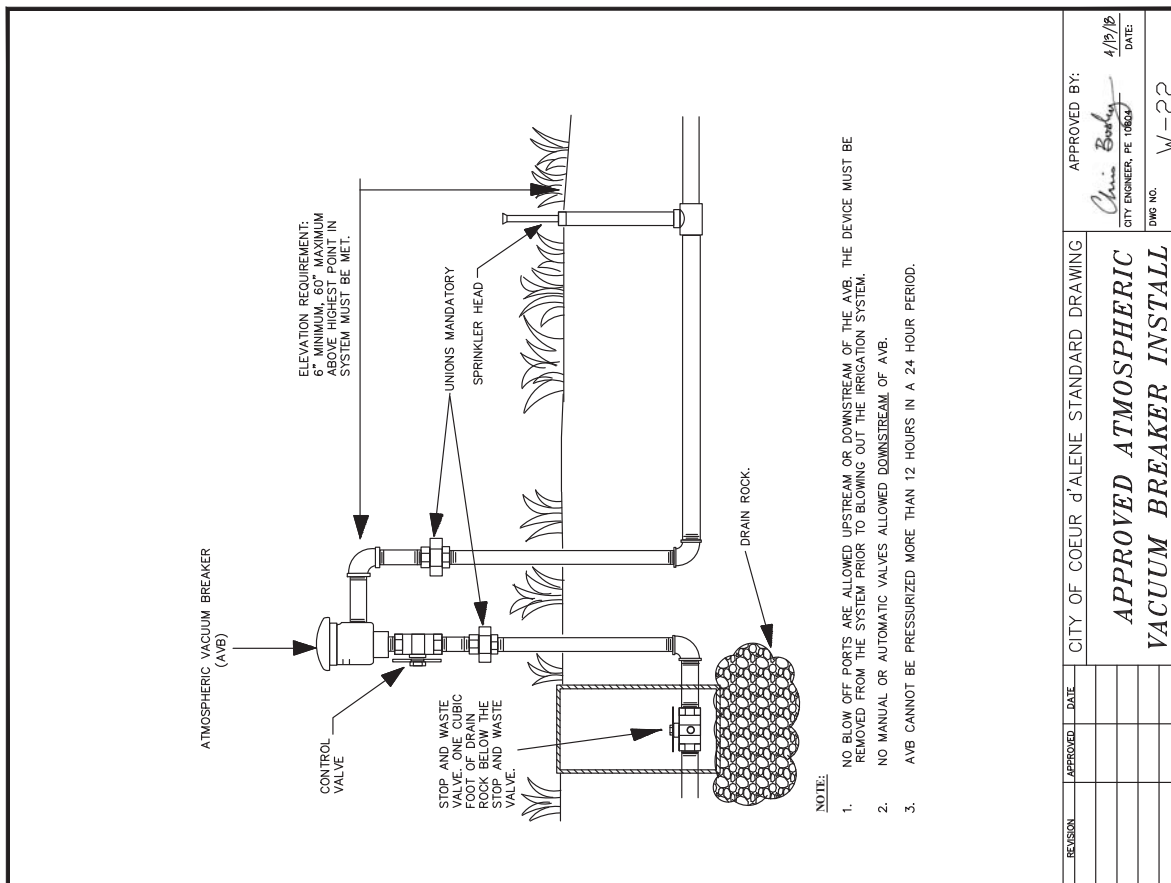
CITY OF COEUR D'ALENE STANDARD DRAWING

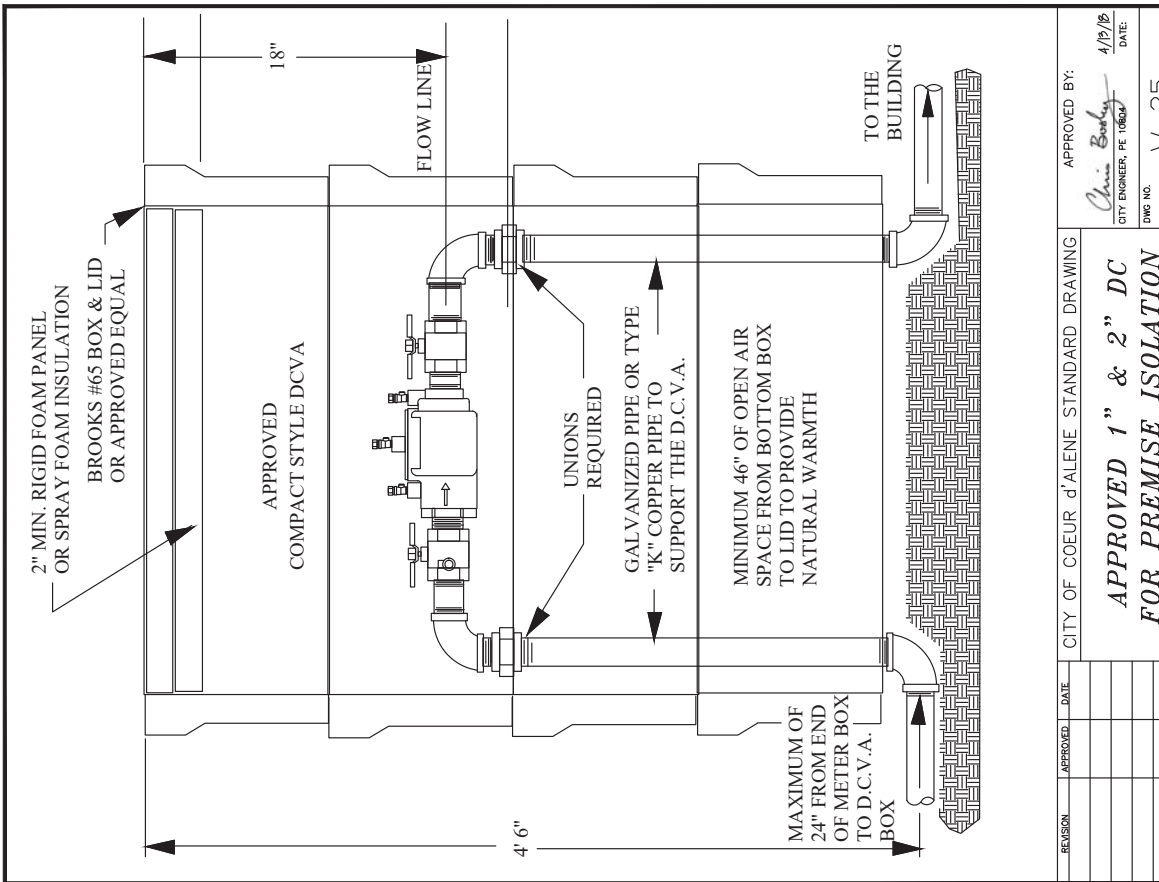
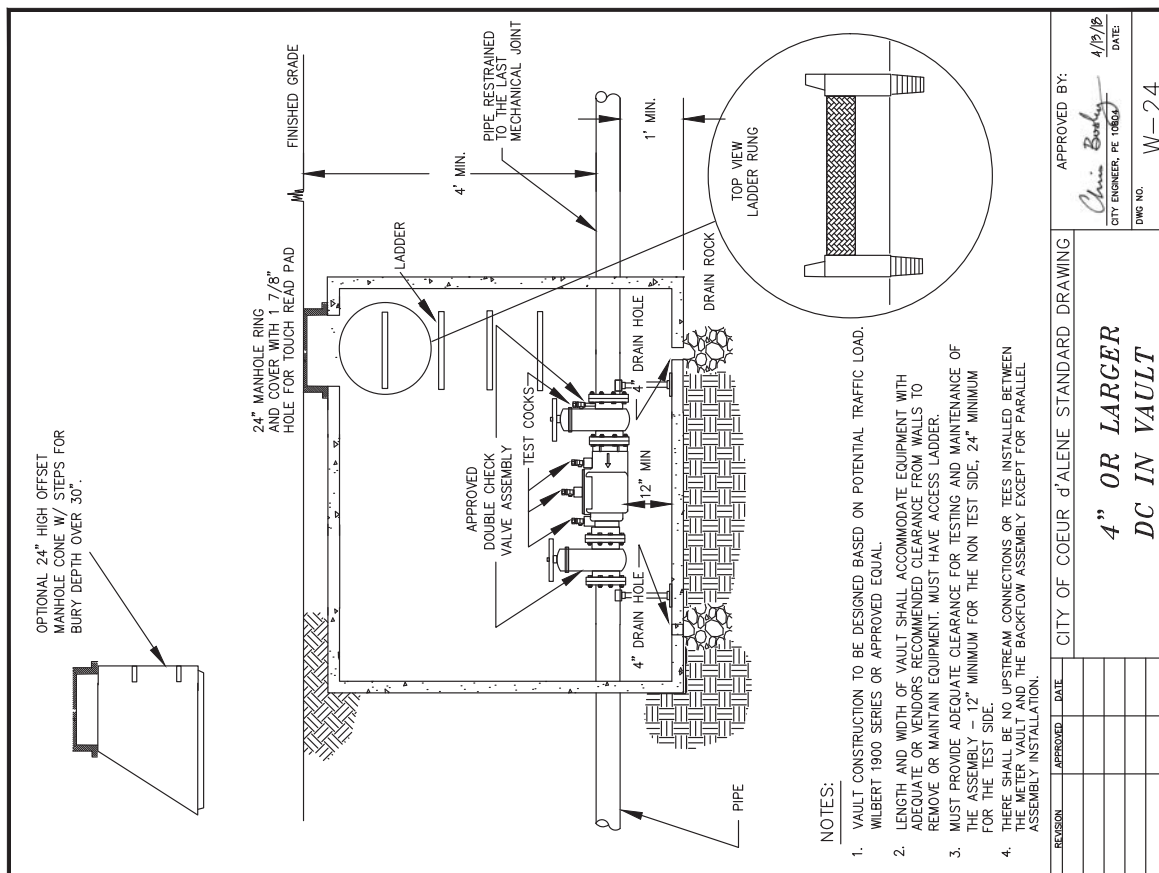
RPBA PREMISE ISOLATION

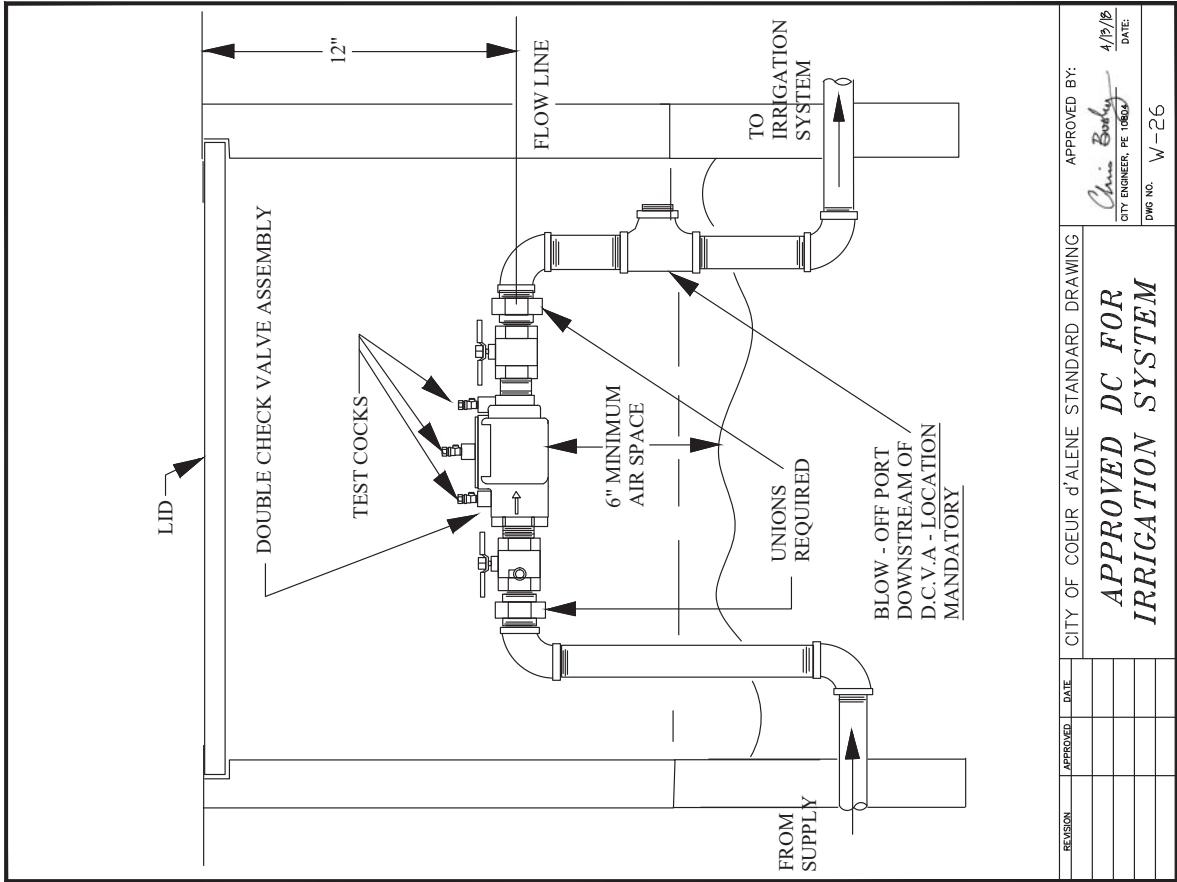
ALTERNATE METHOD

APPROVED BY: *Chris Boddy* 4/19/18
CITY ENGINEER, PE 10600
DATE: 4/19/18

DWG NO. W-21



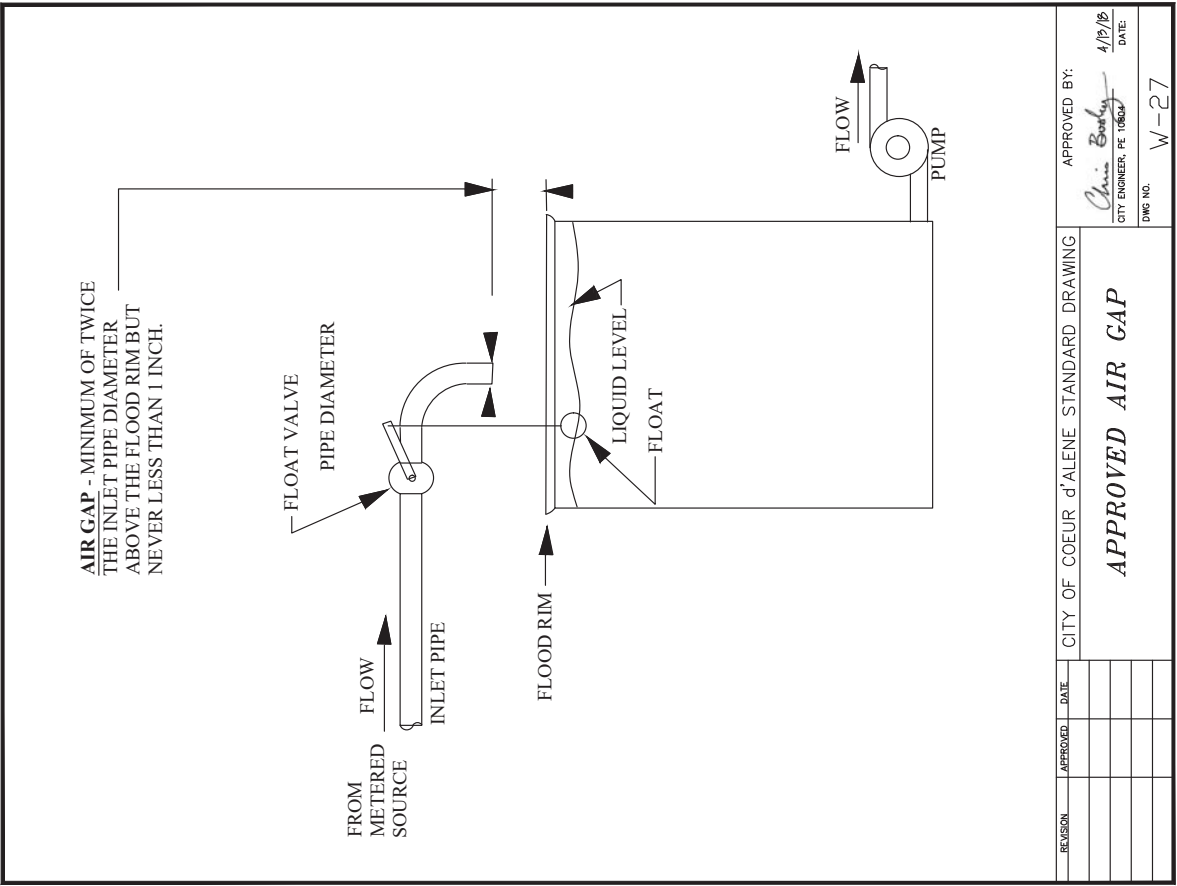




REVISION	APPROVED	DATE

APPROVED BY: *Chris Boddy*
 CITY ENGINEER, PE 10860
 DATE: 4/19/18
 DWG NO. W-26

CITY OF COEUR d'ALENE STANDARD DRAWING
APPROVED DC FOR IRRIGATION SYSTEM

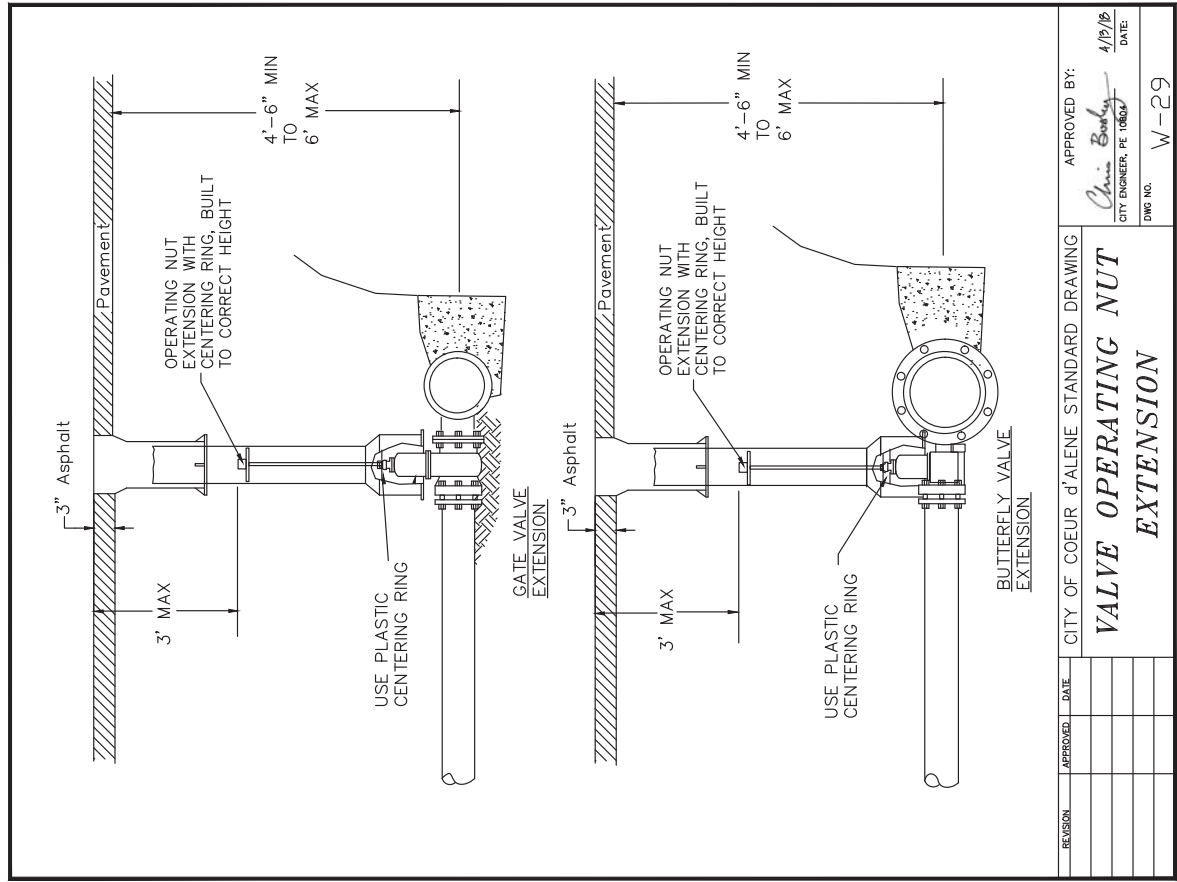
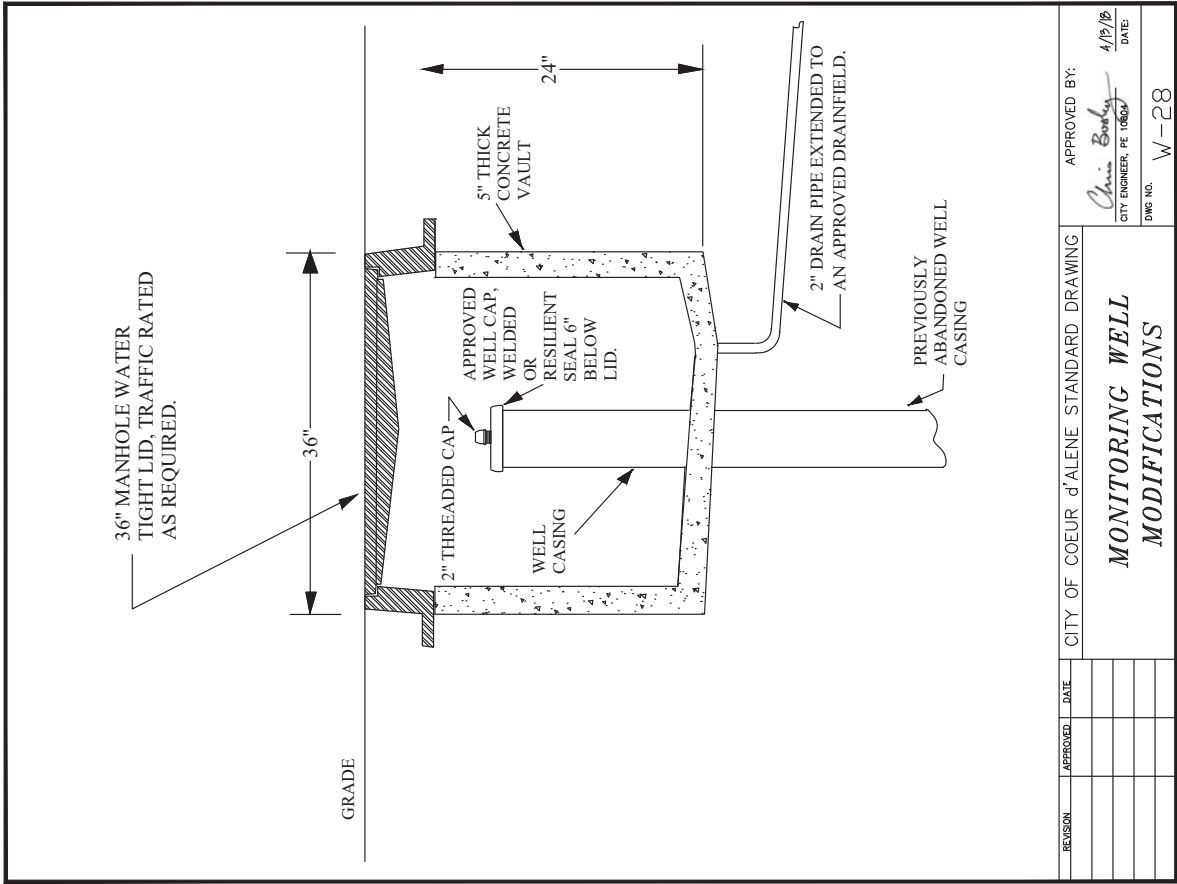


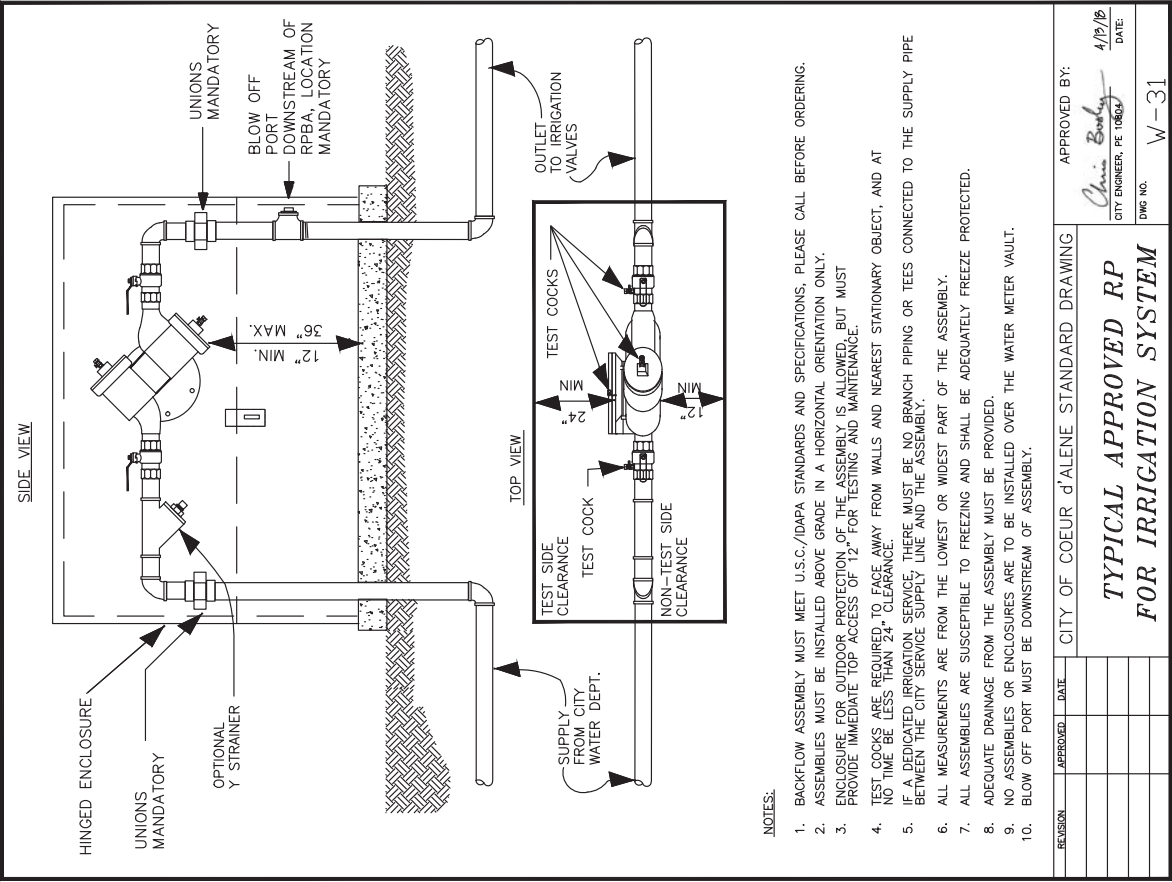
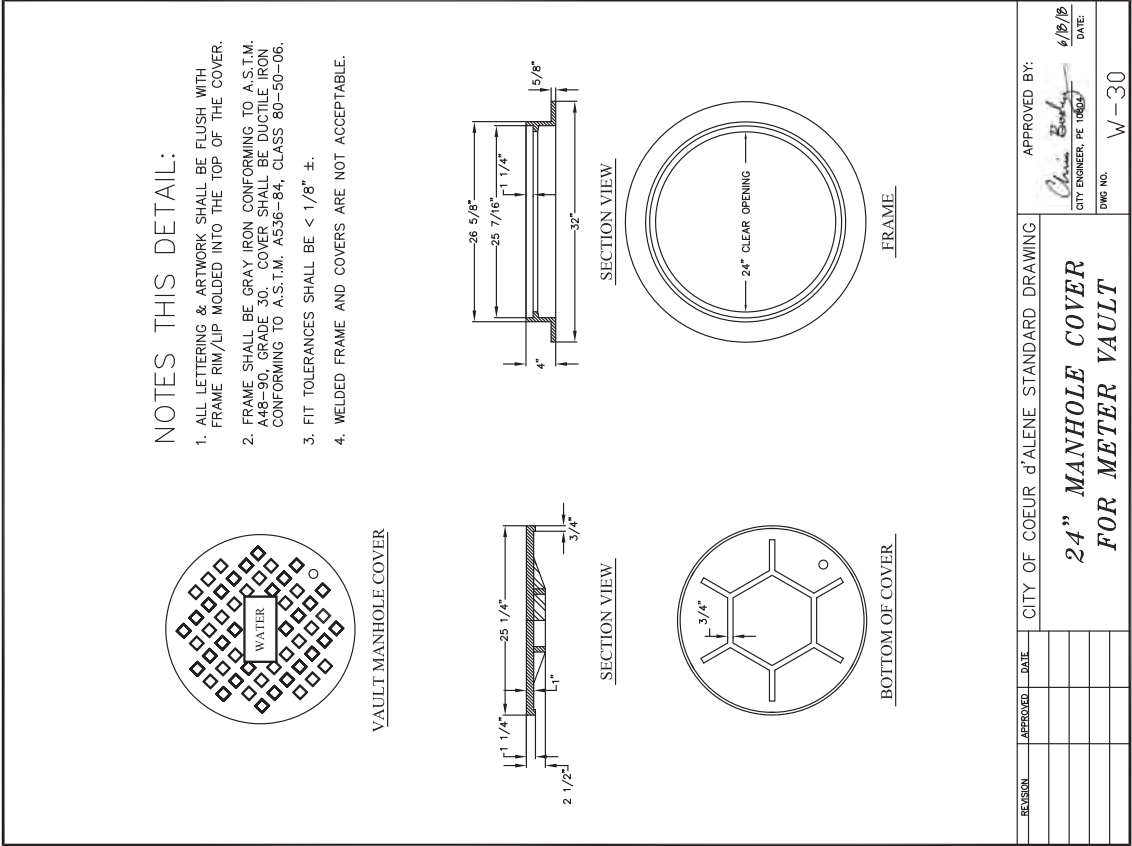
AIR GAP - MINIMUM OF TWICE THE INLET PIPE DIAMETER ABOVE THE FLOOD RIM BUT NEVER LESS THAN 1 INCH.

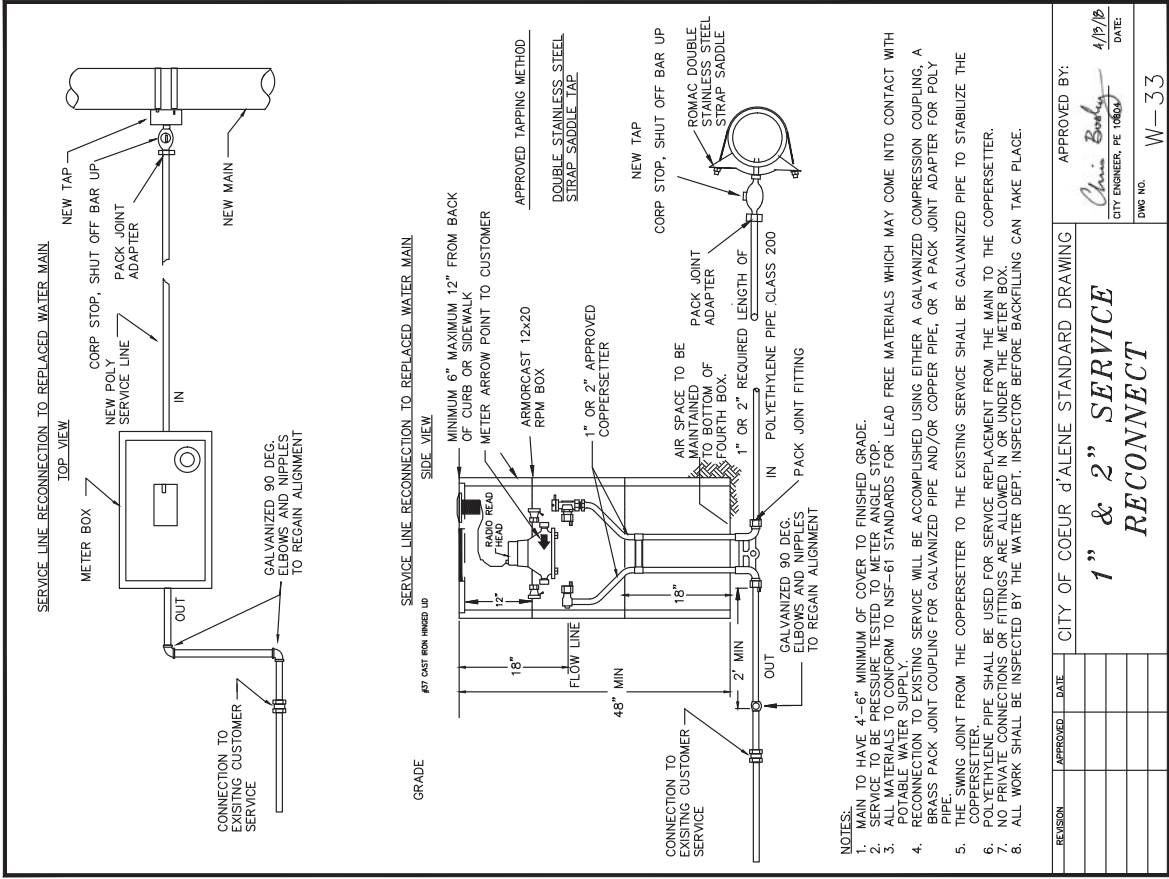
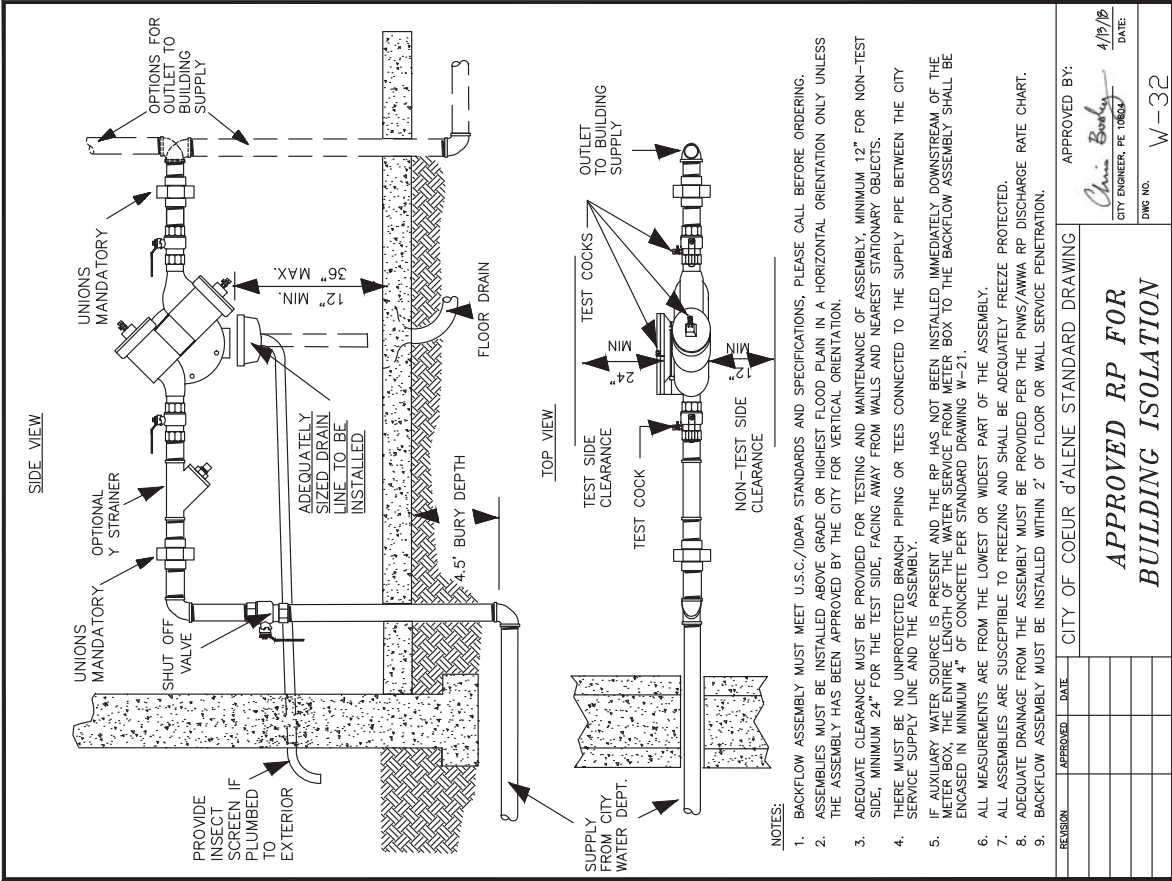
REVISION	APPROVED	DATE

APPROVED BY: *Chris Boddy*
 CITY ENGINEER, PE 10860
 DATE: 4/19/18
 DWG NO. W-27

CITY OF COEUR d'ALENE STANDARD DRAWING
APPROVED AIR GAP







WATER MAIN FLUSHING

PIPE DIAMETER (INCH)	FLOW REQUIRED TO PRODUCE 2.5 FPS (APPROX.)	SIZE OF FLUSHING TAP (INCH) (1") (1 1/2") (2")		HYDRANT OUTLETS		
		NUMBER OF TAPS ON PIPE (2)		NUMBER OF PORTS	SIZE IN (INCH)	
4"	100	1		1	2 1/2"	
6"	220		1	1	2 1/2"	
8"	400		2	1	2 1/2"	
10"	600		3	2	2 1/2"	
12"	900			2	2 1/2"	
16"	1600			4	2 1/2"	
18"	2000			6	1	4 1/2"
20"	2500			8	1	4 1/2"
24"	3500			11	2	4 1/2"
(1)	WITH A 40 PSI RESIDUAL PRESSURE IN THE MAIN WITH THE FIRE HYDRANT OR FLUSH PORT FLOWING TO ATMOSPHERE, A 2 1/2" HYDRANT OUTLET WILL DISCHARGE APPROX. 1000 GPM AND A 4 1/2" HYDRANT NOZZLE WILL DISCHARGE APPROX. 2500 GPM					
(2)	NUMBER OF TAPS ON PIPE BASED ON DISCHARGE RATE THROUGH 5 FEET OF GALVANIZED IRON (GI) PIPE WITH ONE 90 DEGREE ELBOW.					

FLUSHING.

1. MAINS DO NOT NEED TO BE THOROUGHLY FLUSHED PRIOR TO PRESSURE TEST. FLUSH ONLY ENOUGH TO RELEASE ANY TRAPPED AIR. PRESSURE TEST WILL BE CONDUCTED PRIOR TO COLLECTION OF BACTERIA SAMPLES.
2. MUST USE A MINIMUM SCOURING VELOCITY OF 2.5 FEET PER SECOND (FPS).
3. IF NO FIRE HYDRANT IS PROVIDED NEAR THE END OF THE MAIN, PROVIDE A FLUSHING TAP OF THE SIZE SUFFICIENT TO PROVIDE A MINIMUM VELOCITY IN THE MAIN OF 2.5 FPS.
4. REFER TO THE TABLE ABOVE FOR THE MINIMUM VELOCITY REQUIRED THROUGH A FLUSH PORT OR FIRE HYDRANT TO ACHIEVE SCOURING VELOCITY.
5. EXERCISE EXTREME CARE AND CONDUCT A THOROUGH INSPECTION DURING WATER MAIN INSTALLATION TO PREVENT SMALL STONES, CONCRETE, WILDLIFE AND DEBRIS FROM ENTERING THE MAINS.
6. CLEAR LARGE MATERIAL BY FLUSHING AND INSPECTING ALL HYDRANTS ON THE MAINS TO ENSURE THAT ALL VALVES ARE CLEAR AND IN GOOD CONDITION.
7. CONTRACTOR MUST RECEIVE APPROVAL FROM THE CDA WATER DEPT. PRIOR TO FLUSHING ANY WATER MAIN.
8. THE CDA WATER DEPT. WILL NOT BE LIABLE FOR ANY DAMAGE CAUSED BY THE CONTRACTOR WHILE FLUSHING A WATER MAIN. IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE WHERE TO DISPOSE OF EXCESS WATER.

REVISION

APPROVED

DATE

CITY OF COEUR D'ALENE STANDARD DRAWING

WATER MAIN
FLUSHING CHART

APPROVED BY:

Chris Boddy
CITY ENGINEER, PE 10860
DATE: 4/19/18

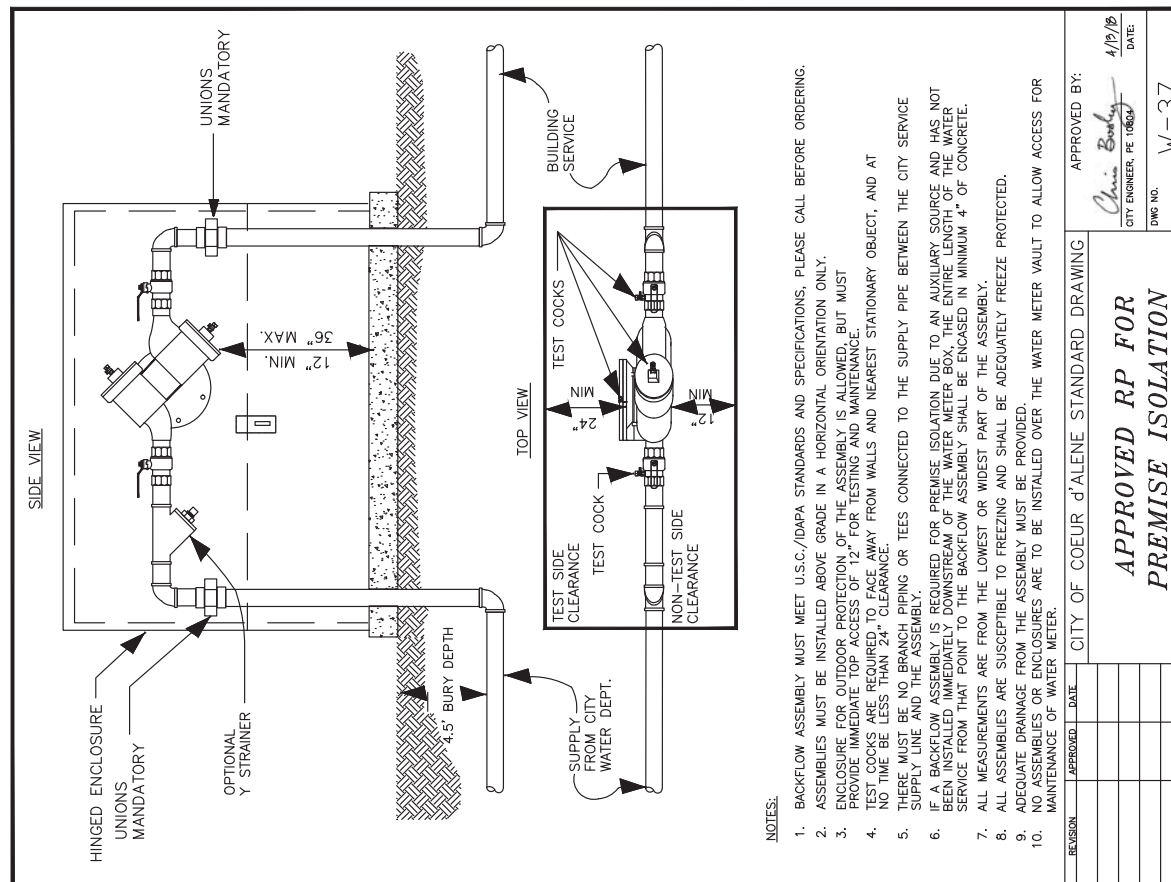
DWG NO.

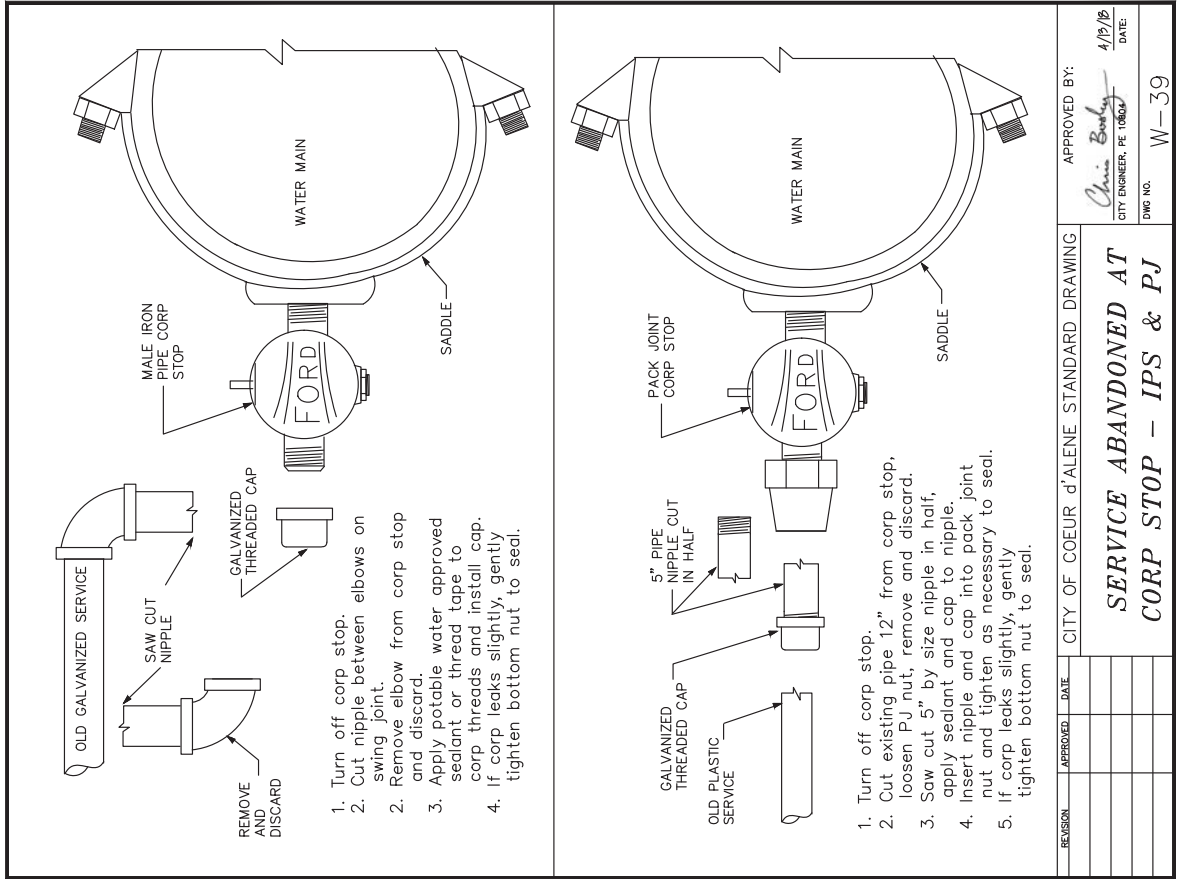
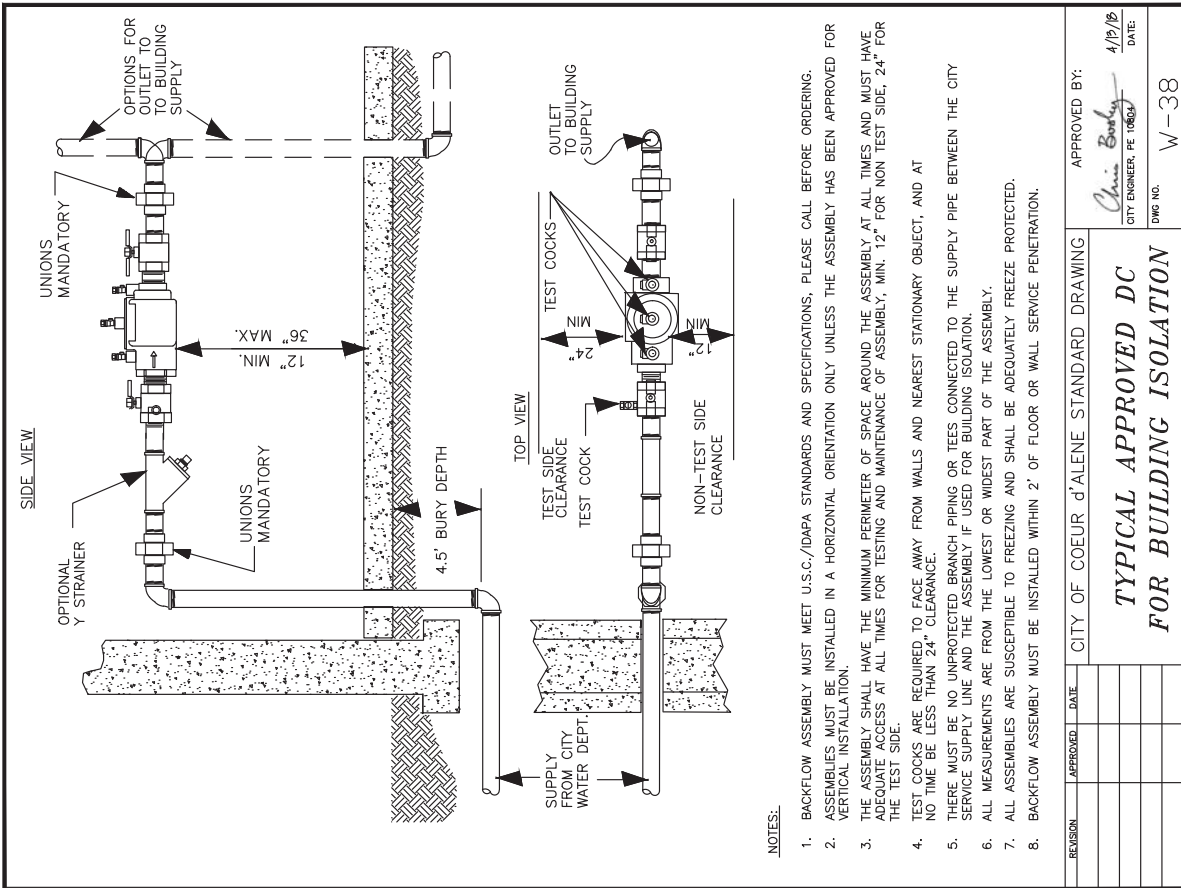
W-34

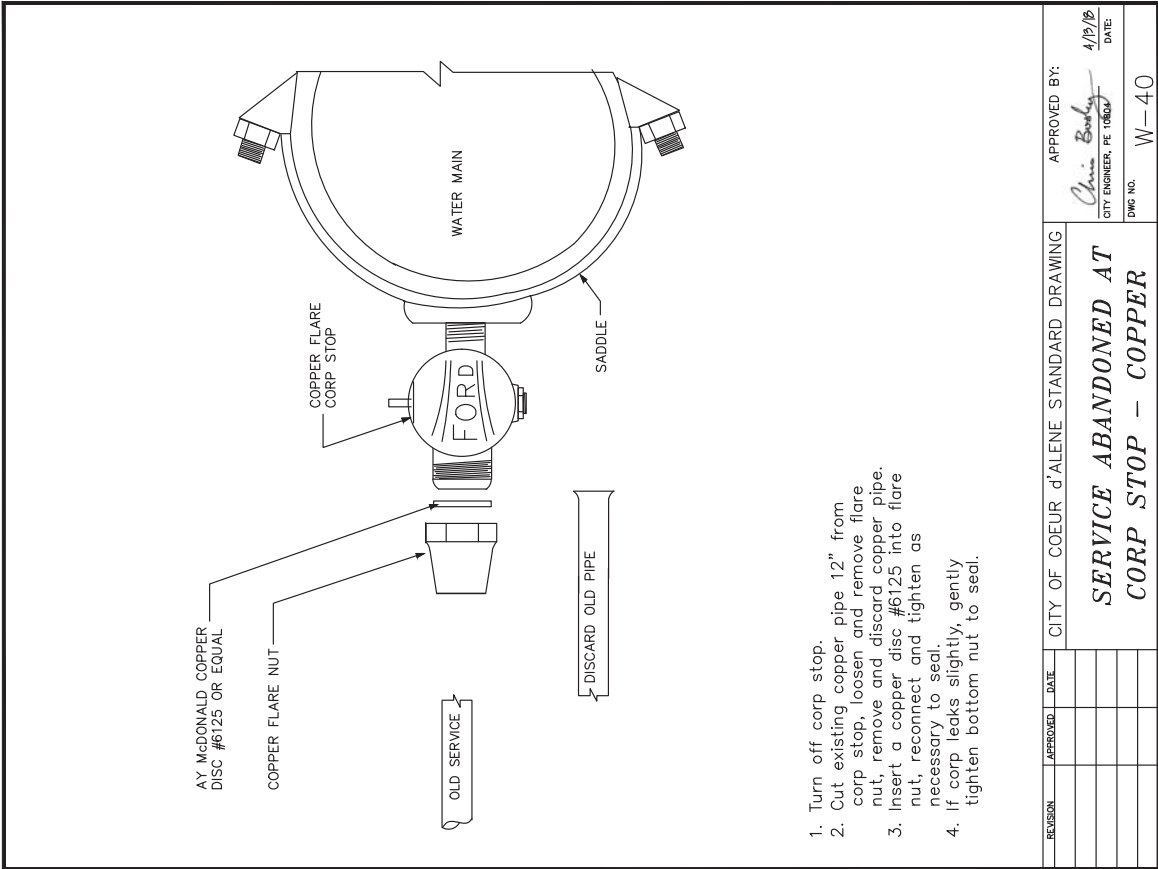
PRESSURE TEST THROUGH FIRE HYDRANT					
PRESSURE TEST THROUGH COPPERSETER					
NOTES:					
1. CONTRACTOR TO PERFORM PRESSURE TEST WITH CITY WATER DEPT. APPROVAL. TEST SHALL BE CONDUCTED AS ILLUSTRATED ABOVE WITH WATER METER ON LOW PRESSURE SIDE TO MEASURE LOSS.					
2. PRESSURE TEST WILL BE AT 160 PSI FOR 2 HOURS. LOSS WILL BE CALCULATED AND MEASURED WITH A WATER METER.					
3. NO FLUSHING IS REQUIRED PRIOR TO PRESSURE TEST. HYDRANT OR A WATER SERVICE COPPERSETER.					
4. PRESSURE TEST MAY BE PERFORMED THROUGH A FIRE HYDRANT OR A WATER SERVICE COPPERSETER.					
5. PRESSURE TEST WILL BE PERFORMED PRIOR TO BACKFLOW PREVENTER INSTALLATION.					
6. CONTRACTOR SHALL HAVE ALL FOOTAGE OF PIPE TO BE TESTED AVAILABLE FOR LEAK LOSS CALCULATIONS.					
7. CONTRACTOR SHOULD TEST AGAINST NEW VALVES ONLY. IF TESTING AGAINST OLDER EXISTING VALVES, FAILURE OF VALVE SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. TEST WILL BE PERFORMED USING A POTABLE WATER SUPPLY ONLY.					
REVISION	APPROVED	DATE	CITY OF COEUR D'ALENE STANDARD DRAWING		
			APPROVED PRESSURE		
			TESTING METHOD		
			APPROVED BY: <i>Chris Boddy</i> 4/19/18 CITY ENGINEER, PE 10860 DATE:		
			DWG NO. W-35		

ALLOWABLE LEAKAGE FOR AWWA PVC PIPE C-900									
Allowable Leakage per 1000' or 50 joints: gal/hr x 2									
Average Test Pressure In Line: psi									
Nominal Pipe Size (in.)	150	175	200	225	250	275	300		
4	0.33	0.36	0.38	0.41	0.43	0.45	0.47		
6	0.50	0.54	0.57	0.61	0.64	0.67	0.70		
8	0.66	0.72	0.76	0.81	0.85	0.90	0.94		
10	0.83	0.89	0.96	1.01	1.07	1.12	1.17		
12	0.99	1.07	1.15	1.22	1.28	1.34	1.40		
14	0.83	1.25	1.34	1.42	1.50	1.57	1.64		
16	1.32	1.43	1.53	1.62	1.71	1.79	1.87		
18	1.49	1.61	1.72	1.82	1.92	2.02	2.11		
20	1.66	1.79	1.91	2.03	2.14	2.24	2.34		
24	1.99	2.15	2.29	2.43	2.56	2.69	2.81		
30	2.48	2.68	2.87	3.04	3.21	3.36	3.51		
36	2.98	3.22	3.44	3.65	3.85	4.03	4.21		
42	3.48	3.75	4.01	4.26	4.49	4.71	4.92		
48	3.97	4.29	4.59	4.86	5.13	5.38	5.62		

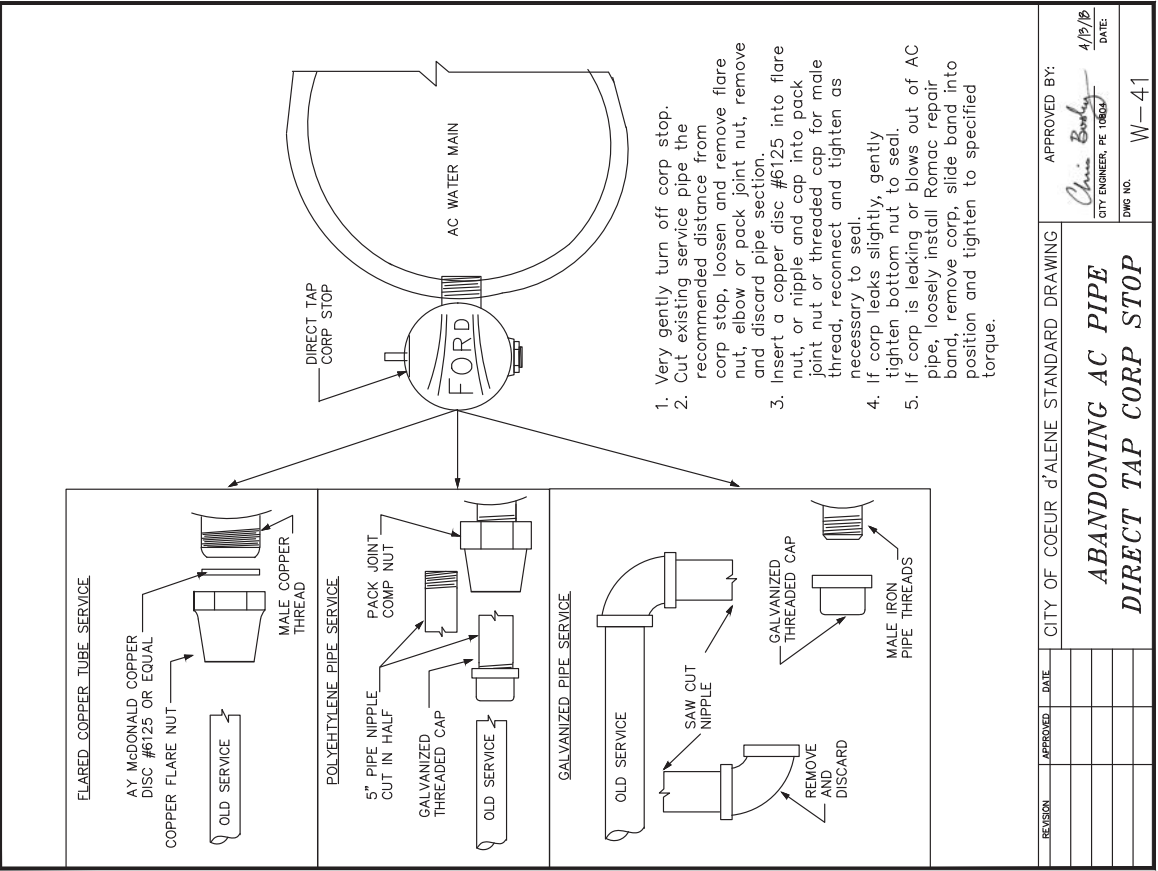
NOTE: To calculate the allowable leakage for the pressure test, take the total footage of each individual size of main and divide by 1000, and then multiply results by allowable leak loss per table above. This will give the allowable loss per hour which then can be multiplied by 2 hours to give the total allowable leak loss (see example below). If several pipe sizes are installed, the calculate for each size and add total quantities if performing one test. Testing 1,180' of 8" C900 PVC pipe: $1180/1000 = 1.180$ X 0.66 = 778 X 2 hrs = 1,557 gals. total allowable leak loss. Testing 1,244' of 12" C900 and 660' of 6" C900: $1244/1000 = 1.244$ X 0.99 = 1,233 X 2 hrs = 2,466 gals. Plus, $660/1000 = 0.66$ X 0.50 = 0.33 X 2 hrs = 0.66 gals. For a total 3,132 gals. Of allowable leak loss.									
--	--	--	--	--	--	--	--	--	--



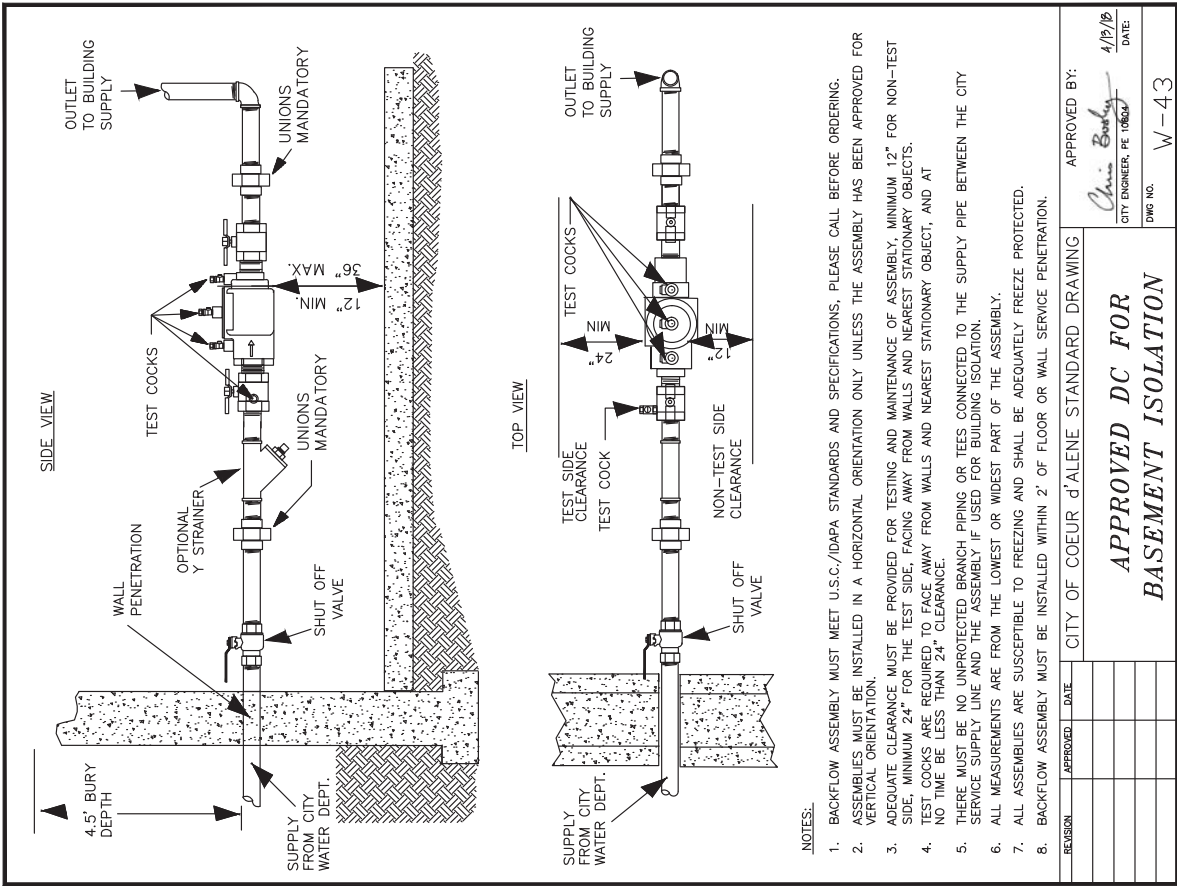
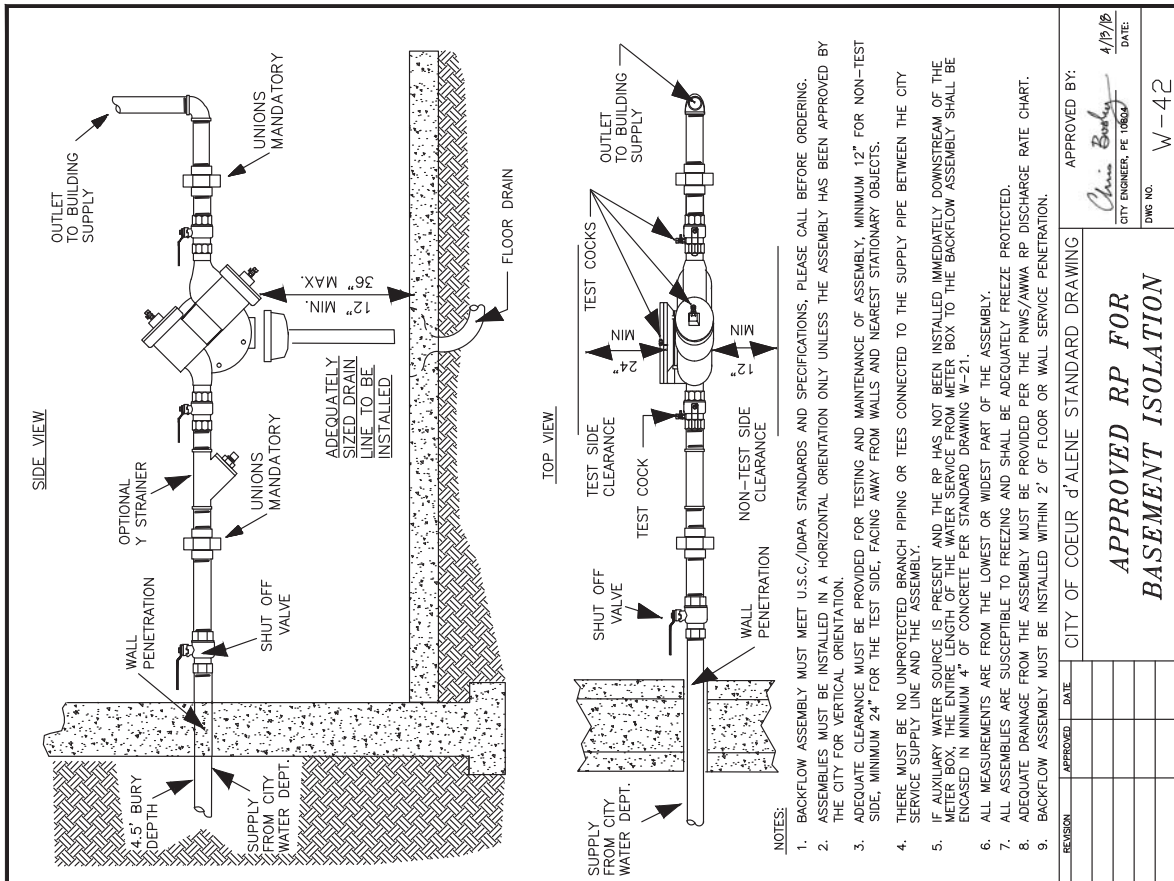


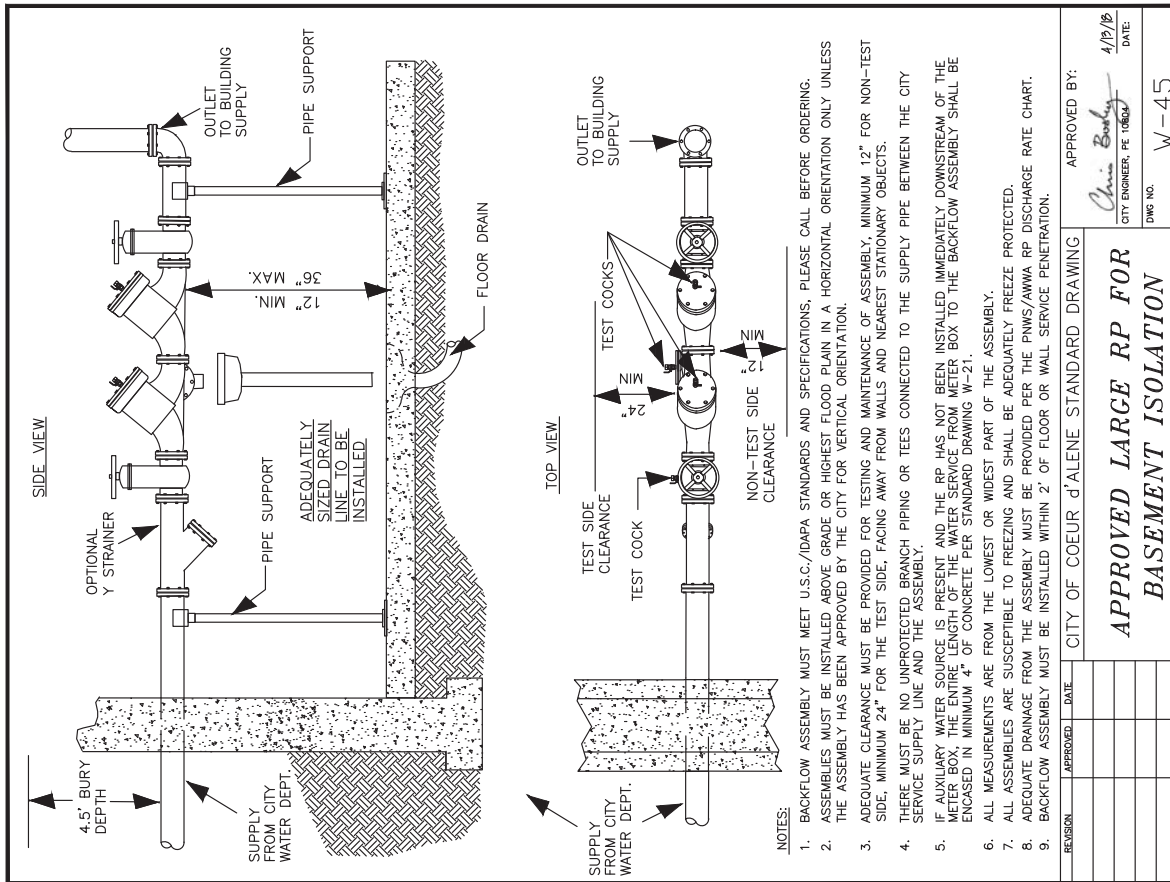
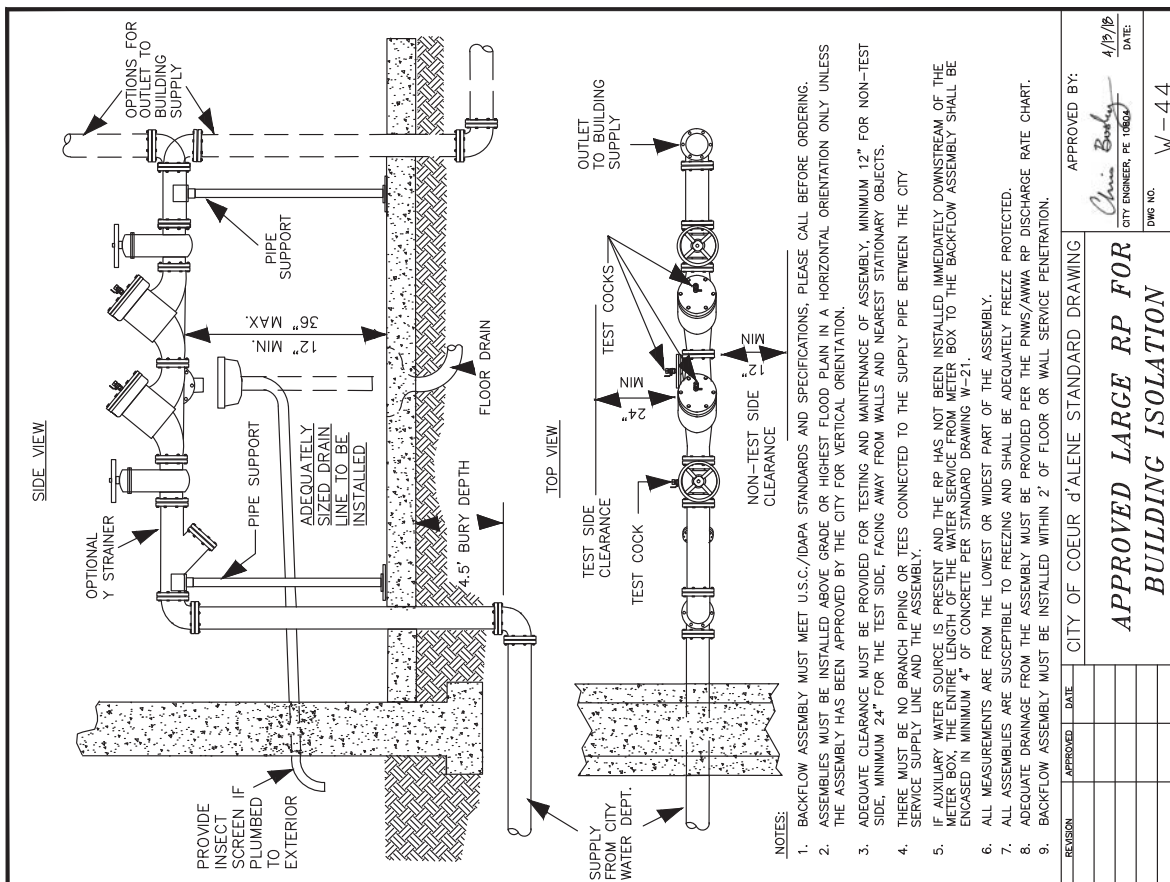


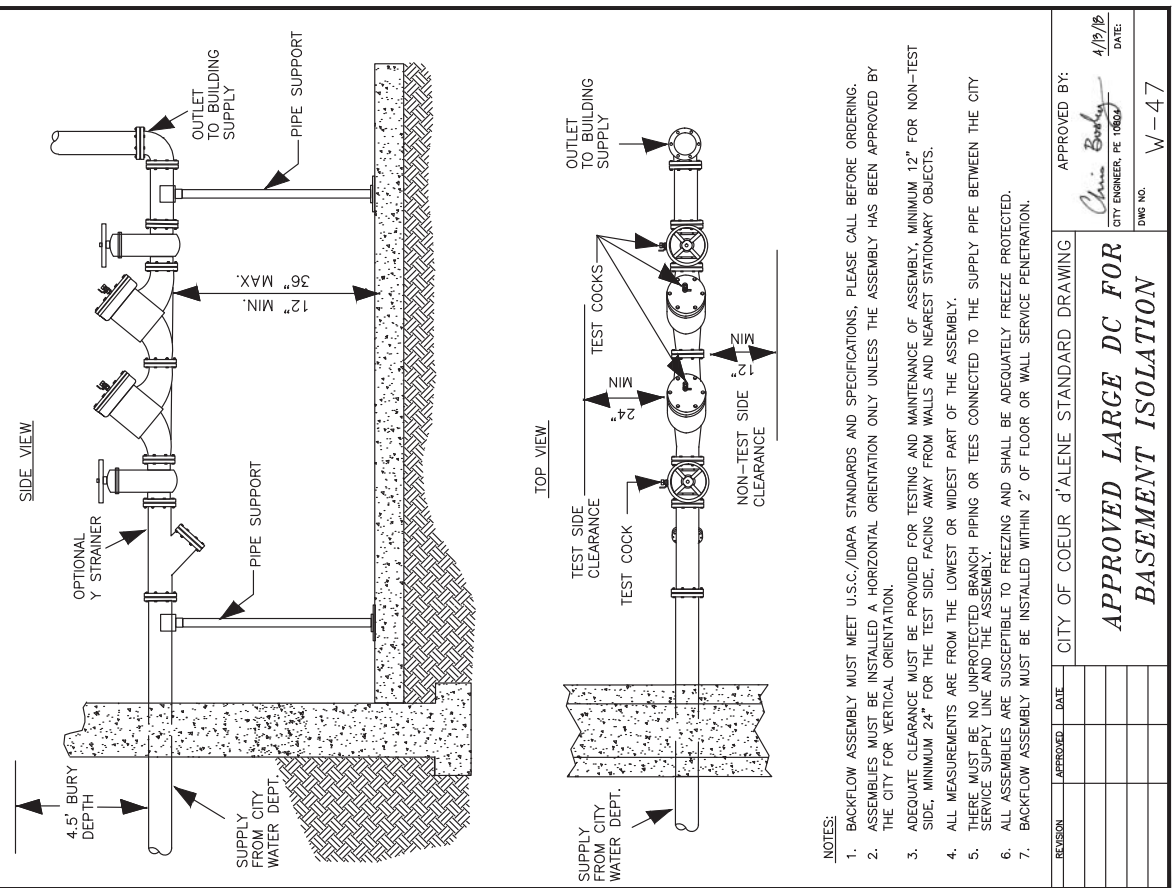
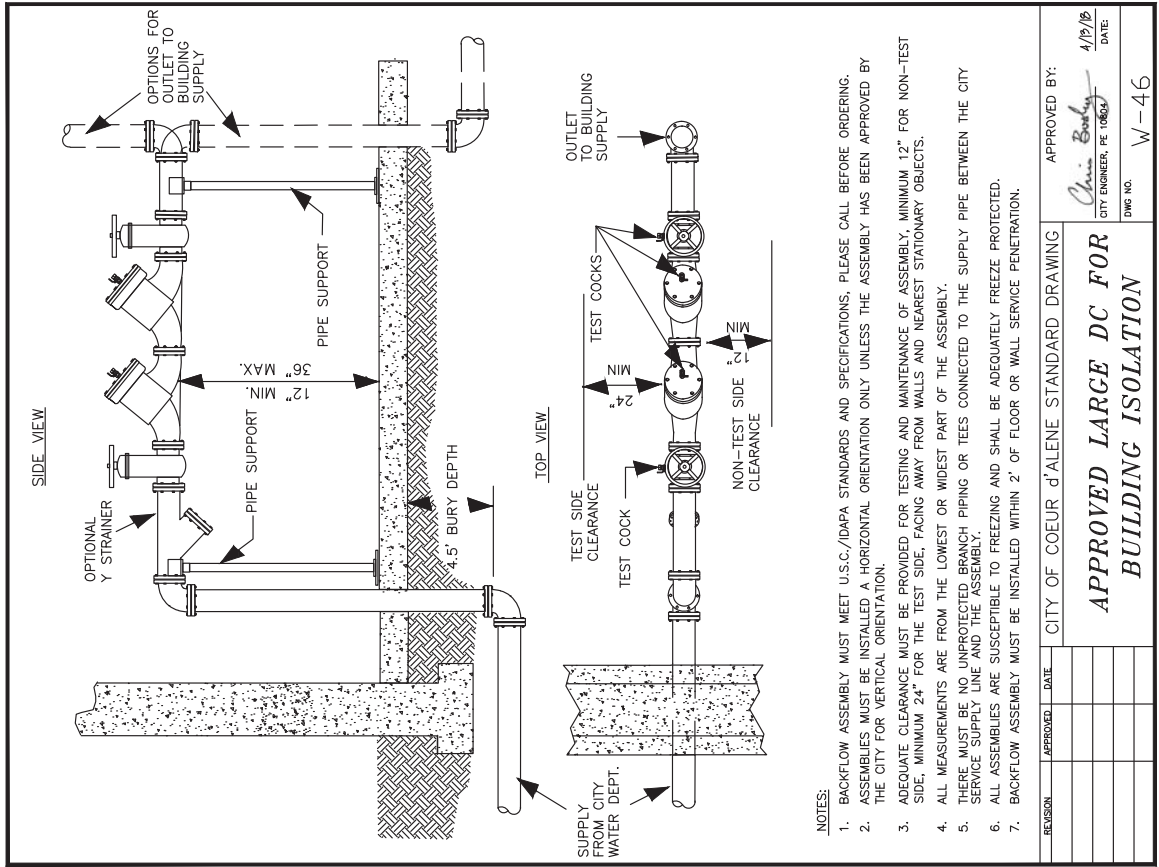
REVISION	APPROVED	DATE	CITY OF COEUR D'ALENE STANDARD DRAWING	APPROVED BY:
			SERVICE ABANDONED AT CORP STOP - COPPER	<i>Chris Borky</i> 4/19/18 CITY ENGINEER, PE 10804 DATE
				DWG NO. W-40

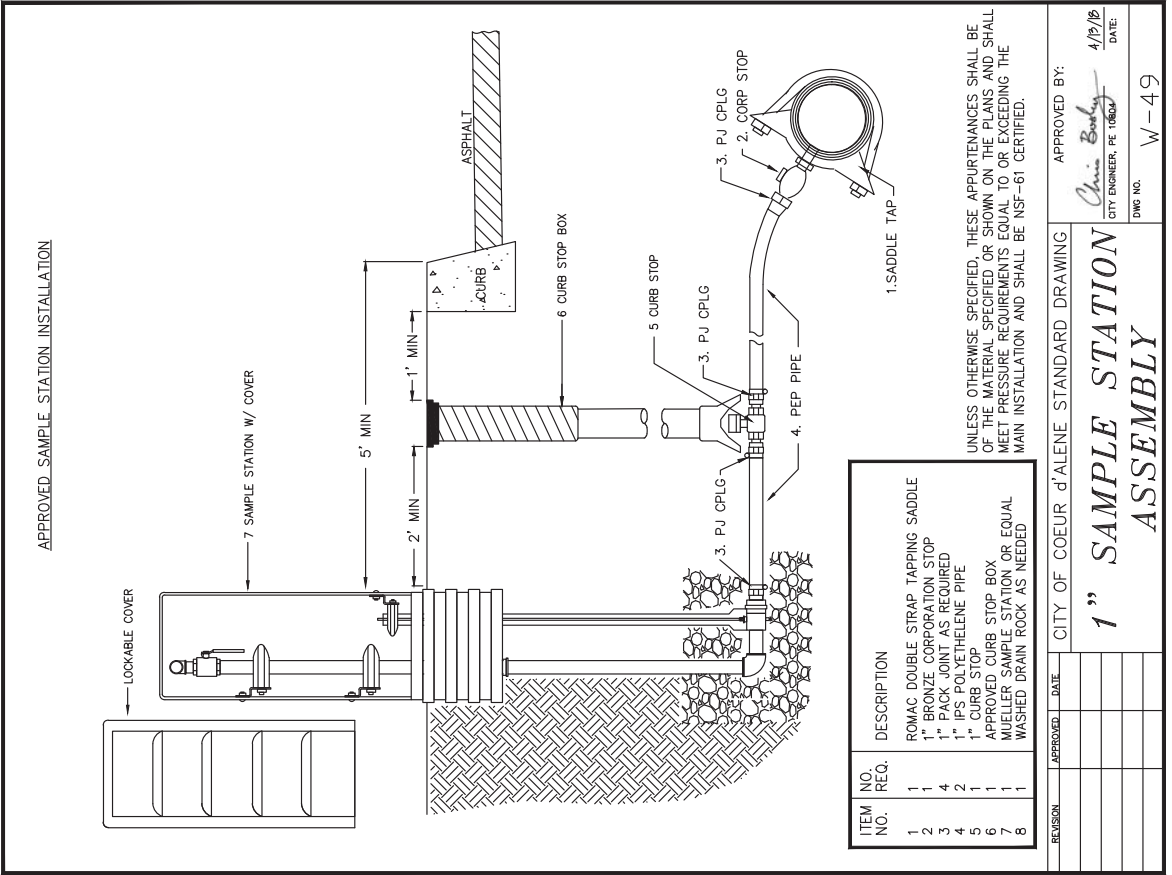
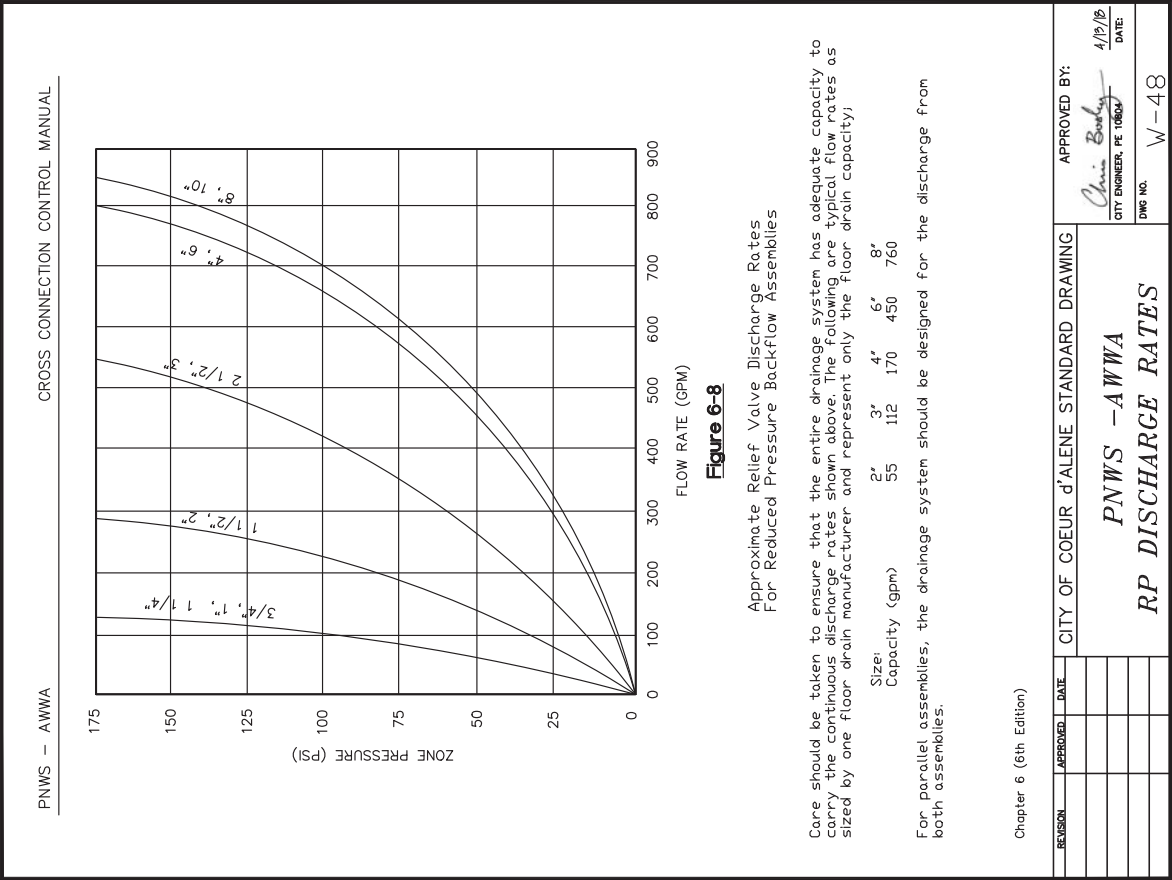


REVISION	APPROVED	DATE	CITY OF COEUR D'ALENE STANDARD DRAWING	APPROVED BY:
			ABANDONING AC PIPE DIRECT TAP CORP STOP	<i>Chris Borky</i> 4/19/18 CITY ENGINEER, PE 10804 DATE
				DWG NO. W-41









**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: July 23, 2018
FROM: Kyle Marine Assistant Superintendent, Water Department
SUBJECT: Approval of Right of Way Easement for Avista natural gas pipeline at
685 E Kathleen Ave. (Honeysuckle Well)

=====

DECISION POINT: Should the City grant a Right-of-Way easement to Avista Corporation on the south side of the Honeysuckle Well parcel along E. Kathleen Ave.

HISTORY: This site was originally intended to accommodate a future water reservoir, but, after further study last year, it was determine this would not be practical due to the high cost of building a reservoir at this location. Currently, Avista has a gas service that is feeding the Honeysuckle facility from N. Honeysuckle Dr. which splits the property almost in half. The purpose of the easement is to permit the gas line to be moved to the south. This is enable the City to liquidate the unused parcel in the future.

FINANCIAL ANALYSIS: There is no cost to the City for the proposed Right-of-Way easement.

PERFORMANCE ANALYSIS: With the Right-of-Way easement, the parcel will be more appealing to any potential purchasers.

DECISION POINT/RECOMMENDATION: Council should approve the Right-of-Way easement in favor of Avista Corporation at 685 E Kathleen Ave.

Return Address:

Grantee: Avista Corporation
Real Estate Department MSC-25
P.O. Box 3727
Spokane, Washington 99220-3727

**Natural Gas Pipeline
RIGHT OF WAY EASEMENT**

For Mutual Benefits and Good Consideration, the receipt of which is hereby acknowledged, **CITY OF COEUR D' ALENE**, a political subdivision of the State of Idaho, whose address is 710 E. Mullan Avenue, Coeur d' Alene, ID 83814, ("Grantor") hereby grants, conveys and warrants to **AVISTA CORPORATION**, a Washington corporation ("Grantee"), a perpetual non-exclusive easement on, over, under, along and across real property identified as Assessor Parcel #C-0000-036-7100, located in SW1/4 of Section 36, Township 51 North, Range 4 West, B.M., Kootenai County, State of Idaho, legally described in **EXHIBIT "A"**, the "Property Description") and by this reference is incorporated into this easement.

7. **PURPOSE.** Grantee shall have the right to construct, reconstruct, operate, maintain, repair, upgrade, remove, relocate and replace an underground natural gas pipeline, together with all related appurtenances ("Facilities") on, over, under, along and across the Property. The easement shall extend five feet (5') feet on each side of the center line of the Facilities, the approximate location of which is shown on the attached map marked **EXHIBIT "A"** (the "Easement Area"), and by this reference is incorporated into this easement.
2. **ACCESS.** Grantor grants to Grantee a right of ingress, egress and access over and across the Property and Grantor's adjoining property for the purpose stated above.
3. **CLEARING AND MAINTENANCE.** Grantee shall have the right to cut, trim and remove any brush, branches and trees, including danger trees, within the Easement Area, within Property and on Grantor's adjoining property that in the opinion of the Grantee, could interfere with the safe and reliable operation of Grantee's Facilities or that could interfere with the exercise of Grantee's rights as granted herein.
4. **GRANTOR'S USE OF THE PROPERTY.** Grantor reserves the right to use and enjoy the Property, to the extent that such use does not conflict or interfere with the Grantee's rights herein.

5. **INDEMNITY.** Grantee agrees to indemnify and hold harmless Grantor, its employees, agents, guests and invitees from damage to property and personal injury to the extent caused by Grantee's negligence or willful misconduct in the exercise of its rights herein, provided that Grantee shall not be liable for property damage or personal injury that is caused by the acts or omissions of Grantor, its employees, agents, guests and invitees or any other person.

6. **GRANTOR'S WARRANTY.** Grantor warrants and represents that Grantor has the unrestricted right to grant this easement and the rights described here.

7. **SUCCESSORS AND ASSIGNS.** The rights granted in this easement run with the Property and shall be binding upon and benefit the parties and their respective successors, heirs and assigns.

DATED this 7th day of August, 2018.

CITY OF COEUR d' ALENE

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

STATE OF IDAHO

COUNTY OF KOOTENAI

On this 7th day of August, 2018, before me, a Notary Public in and for said State, Steve Widmyer and Renata McLeod, personally appeared, known or identified to me to be the Mayor and City Clerk of the City of Coeur d' Alene, Kootenai County, Idaho, persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Notary Signature
Notary Public for the State of Idaho
My commission expires: _____

EXHIBIT A

Property Description

City of Coeur d' Alene Property Gas Line Easement

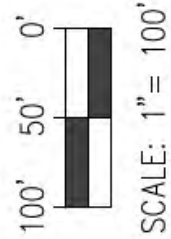
A strip of land 10 feet wide across a parcel of land located in the Southwest Quarter of Section 36, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, being 5 feet wide on each side of the center line of the facility, more particularly described as follows:

That portion of the East 800 feet of the Southwest Quarter (SW1/4), lying Southeast of the extended 4th Street, Section 36, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho.

SUBJECT TO:

Existing rights-of-way and easements of record and or appearing on said above described parcel.

A PORTION OF THE SE 1/4 OF THE SW 1/4 OF
SECTION 36, T. 51 N., R. 4 W., B.M., CITY OF
COEUR D'ALENE, KOOTENAI COUNTY, ID.



UTILITY LINES, AS SHOWN, WERE LOCATED VIA ELECTRONIC LOCATE; THUS, SURFACE MARKS WERE THEN SURVEYED AND PLOTTED OUT.

AVISTA GAS EASEMENT
CITY OF COEUR D'ALENE

AVISTA CORP
SPOKANE, WASHINGTON

AS SHOWN		6-2-18		APPROVED
SCALE		DATE		
DSN	TDA	CKD		
DR	TDA	NTD	SHT	DATE
CKD		NTD	OF	

CITY COUNCIL STAFF REPORT

DATE: August 7, 2018
FROM: Dennis Grant, Engineering Project Manager
SUBJECT: **SS-18-05, Shaporda Tracts: Final Plat, Subdivision Improvement Agreement & Security Approval**

DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat document, a three (3) lot residential subdivision.
2. City Council approval of the furnished subdivision improvement agreement and security

HISTORY

- a. Applicant: Vadim Shaporda
Comfort Homes and Investments, LLC
11037 N. Sage Lane
Hayden, ID 83835
- b. Location: 1501 E. Gilbert Avenue (Northeast corner of 15th Street and Gilbert Avenue)
- c. Previous Action:
 1. Preliminary plat approval, May 21, 2018

FINANCIAL ANALYSIS

The developer is furnishing security in the amount of \$25,752.23 which covers the outstanding cost of the uninstalled infrastructure installations that are required for this development.

PERFORMANCE ANALYSIS

The developer has completed the necessary subdivision agreement and is bonding for the outstanding infrastructure items (water service install, sanitary sewer service install, replacement of existing cleanout with a Manhole, installation of sidewalk and approaches) in order to receive final plat approval. The installation of the agreement and security enables the developer to receive final plat approval and sell platted lots, however, occupancies will not be allowed until all infrastructure installation has been completed, and, the improvements accepted by the City. The developer has stated that all infrastructure installations will be complete by September 28, 2018.

DECISION POINT RECOMMENDATION

1. Approve the subdivision improvement agreement and security.
2. Approve the final plat document.

RECORD INFORMATION

R1= THOMAS PARK ADDITION, RECORDED IN BOOK "B" OF PLATS, PAGES 142, RECORDS OF KOOTENAI COUNTY, IDAHO

EXISTING SITE CONDITIONS

THE PROPERTY IS CURRENTLY DEVELOPED WITH AN EXISTING SINGLE FAMILY RESIDENCE.

CONSTRUCTION KEY NOTES

- 1 PROPOSED 28' DRIVEWAY APPROACH PER THE CITY OF COEUR D' ALENE STANDARD DRAWING C-7.
- 2 PROPOSED 5' SIDEWALK PER THE CITY OF COEUR D' ALENE STANDARD DRAWING C-5.
- 3 PROPOSED SEWER SERVICE LATERAL PER THE CITY OF COEUR D' ALENE STANDARD DRAWING SS-6 & SS-8.
- 4 PROPOSED WATER SERVICE PER THE CITY OF COEUR D' ALENE STANDARD DRAWING W-1.

ABBREVIATIONS

FG FINISH GRADE
EG EXISTING GRADE
EX EXISTING
LF LINEAR FEET
INV INVERT
EL ELEVATION
FF FINISH FLOOR
SF SQUARE FEET
TBM TEMPORARY BENCHMARK
BLDG BLDG
FT FOOT/FEET
FNC FENCE
CC CURB-CUT (INLET CURB DROP)
TBW TOP BACK OF WALK
LT LEFT
RT RIGHT
BSL BUILDING SETBACK LINE

LEGEND

- △ = Calculated point (nothing found or set)
- = Found rebar and cap (as noted)
- ⊕ = Found iron pipe (as noted)
- ⊙ = Found Tack with Tag
- = Set 5/8" Rebar with plastic survey cap marked "H2 PLS 12110"
- = Property line
- - - = Setback line
- - - = Easement line
- = Boundary line
- - - = Adjacent property line
- - - = Right-of-way
- X - X = Fence
- OE = Overhead electric
- W = Underground water line
- SS = Sanitary Sewer line
- 1000 = 5' contour
- 100 = 1' contour
- PP = Power Pole
- WS = Water service stub
- FH = Fire hydrant
- SS = Sanitary service stub
- GM = Ex. Gas meter
- ⊙ = Storm sewer manhole
- ⊕ = Catch basin
- ⊙ = Sanitary sewer manhole
- ☼ = Coniferous tree
- ☼ = Deciduous tree
- ▨ = Existing structure
- ▨ = Proposed concrete
- ▨ = Existing Concrete
- ▨ = Asphalt

DATUM

VERTICAL: NAVD88
HORIZONTAL: ASSUMED

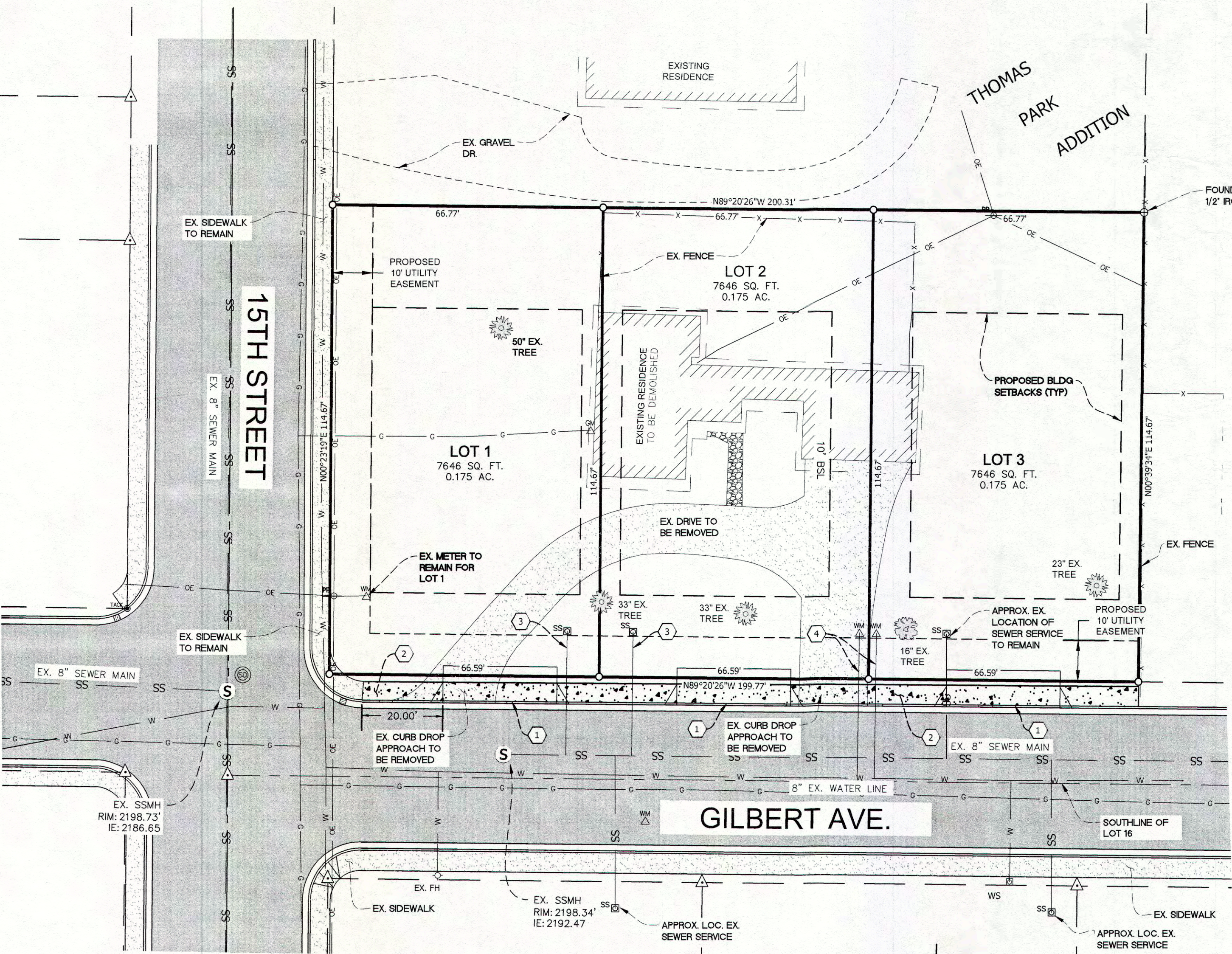
BUILDING SETBACKS

PER RESIDENTIAL/R-12 KOOTENAI COUNTY
SETBACKS: FRONT=20'
REAR=25'
SIDES=10'
SIDE STREET=10'

PRELIMINARY PLAT OF SHAPORDA TRACTS

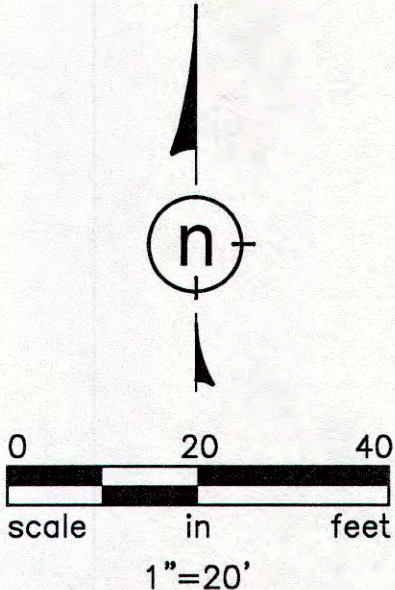
A PORTION OF LOTS 16 & 17, THOMAS PARK ADDITION,
IN THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 50 NORTH, RANGE 3 WEST,
BOISE MERIDIAN, KOOTENAI COUNTY, CITY OF CDA, IDAHO

BOOK _____, PAGE _____
INSTRUMENT # _____



PROJECT INFORMATION

ADDRESS: 1501 E. GILBERT AVE.
COEUR D' ALENE, IDAHO 83815
PARCEL: C-9045-000-016-D (AIN:111538)
TWN/RNG/SEC: 50N / 03W / 06
ZONE: RESIDENTIAL/R-12 (KOOTENAI COUNTY)
AREA: 0.52 ACRES



7800 MINERAL DRIVE
COEUR D' ALENE ID. 83815
Phone: (208) 772-6600 • Fax: (208) 772-6619
www.h2survey.com

Date: APRIL 2, 2018
Project Number: 2018-037

PRELIMINARY PLAT OF SHAPORDA TRACTS

A PORTION OF LOTS 16 & 17, THOMAS PARK ADDITION,
IN THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 50 NORTH, RANGE 3 WEST,
BOISE MERIDIAN, KOOTENAI COUNTY, CITY OF CDA, IDAHO

BOOK _____, PAGE _____
INSTRUMENT # _____

OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS: THAT VADIM SHAPORDA, IS THE RECORD OWNER OF THE REAL PROPERTY ON THIS CERTIFICATION AND HAVE CAUSED THE SAME TO BE SURVEYED AND DIVIDED INTO LOTS AS HEREIN PLATTED, TO BE KNOWN AS SHAPORDA TRACTS;

A PARCEL OF LAND LOCATED IN SECTION 6, TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, AS SHOWN ON A PLAT OF THOMAS PARK ADDITION, RECORDED IN BOOK 8, PAGE 142 OF RECORDS OF KOOTENAI COUNTY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 100 FEET OF THE WEST 200 FEET OF LOT 16, AND THE SOUTH 12 1/2 FEET OF THE WEST 200 FEET OF LOT 17, AS SHOWN ON SAID PLAT.

CONTAINING 22,500.00 SQUARE FEET OR 0.517 ACRES, MORE OR LESS.

BE IT FURTHER KNOWN THAT:

WATER SERVICES WILL BE PROVIDED BY THE CITY OF COEUR D'ALENE

SEWER SERVICES WILL BE PROVIDED BY THE CITY OF COEUR D'ALENE

VADIM SHAPORDA, _____ DATE _____

ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____)SS.

ON THIS ____ DAY OF _____ IN THE YEAR OF 2018, BEFORE ME,
_____, PERSONALLY APPEARED _____, KNOWN OR IDENTIFIED TO ME
TO BE THE AGENT OF THE LIMITED LIABILITY COMPANY THAT EXECUTED THE INSTRUMENT OR THE
PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY AND
ACKNOWLEDGED TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME.

NOTARY PUBLIC IN AND FOR THE STATE OF _____
RESIDING AT _____,
COMMISSION EXPIRES _____

KOOTENAI COUNTY TREASURER

I HEREBY CERTIFY THAT THE TAXES DUE FOR THE PROPERTY DESCRIBED IN THE OWNERS
CERTIFICATE HAVE BEEN PAID THROUGH _____
THIS ____ DAY OF _____, 2018.

KOOTENAI COUNTY TREASURER

PANHANDLE HEALTH DISTRICT APPROVAL

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13,
HAVE BEEN SATISFIED BASED ON QLPE FROM THE CITY OF COEUR D ALENE REVIEW
AND APPROVAL FOR THE DESIGN PLANS AND SPECIFICATIONS AND THE
CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF
SANITARY RESTRICTIONS.

WATER AND SEWER LINES HAVE BEEN COMPLETED AND SERVICES CERTIFIED AS
AVAILABLE. SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH
SECTION S50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF
DISAPPROVAL

HEALTH DISTRICT SIGNATURE _____ DATE _____

CITY COUNCIL CERTIFICATE

THIS PLAT HAS BEEN APPROVED BY THE CITY COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO.

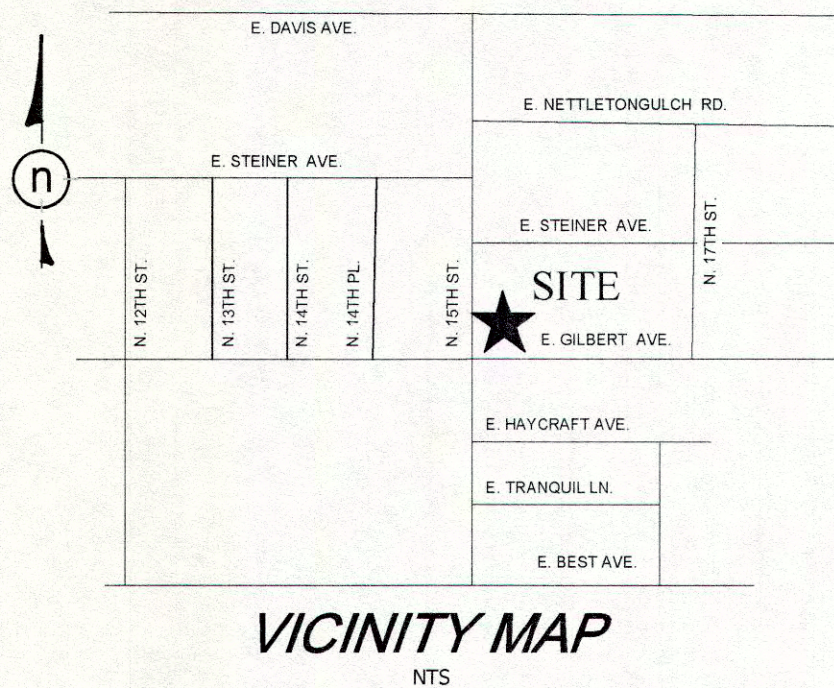
DATED THIS ____ DAY OF _____, 2018

CITY OF COEUR D'ALENE-CITY CLERK:

CITY ENGINEER'S CERTIFICATE

I HEREBY ATTEST THAT THE CITY OF COEUR D ALENE'S REQUIREMENTS FOR PUBLIC UTILITIES AND
ROADWAYS HAVE BEEN MEET ON THIS ____ DAY OF _____, 2018.

CITY ENGINEER



KOOTENAI COUNTY RECORDER

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO AT THE REQUEST OF VADIM SHAPORDA,

THIS ____ DAY OF _____, 2018, AT ____ M. AND DULY RECORDED IN

BOOK ____ OF PLATS AT PAGE(S) _____ AS INSTRUMENT

NUMBER _____

FEE: \$ _____

KOOTENAI COUNTY RECORDER

KOOTENAI COUNTY SURVEYOR

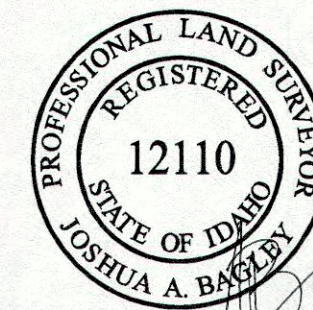
I HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREIN PLAT AND CHECKED THE PLAT COMPUTATIONS AND HAVE DETERMINED THAT THE REQUIREMENTS OF THE STATE CODE PERTAINING TO PLATS AND SURVEYS HAVE BEEN MET

DATED THIS ____ DAY OF _____, 2018



SURVEYOR'S CERTIFICATE

I, JOSHUA A. BAGLEY, DO HEREBY CERTIFY THAT I AM A LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO AND THAT THIS PLAT, AS DESCRIBED IN THE OWNERS CERTIFICATE AND ON THE ATTACHED PLAT, WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND VACATIONS AND THE CORNER PERPETUATION AND FILING ACT, IDAHO CODE 55-1601 THROUGH 55-1612.



7600 MINERAL DRIVE
COEUR D' ALENE ID. 83815
Phone: (208) 772-6600 • Fax: (208) 772-6619
www.h2survey.com

Date: APRIL 2, 2018
Project Number: 2018-037

Sheet 2 of 2

AGREEMENT TO PERFORM SUBDIVISION WORK
Shaporda Tracts (SS-18-05)

THIS AGREEMENT made this 7th day of August, 2018 between Vadim Shaporda, Comfort Homes and Investments, LLC, whose address is 11037 N. Sage Lane, Hayden, ID 83835, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved, subject to completion of the required improvements, the subdivision plat of Shaporda Tracts, a three (3) lot, residential development in Coeur d'Alene, situated in the Southwest ¼ of Section 6, Township 50 North, Range 3 West, B.M., Kootenai County, Idaho; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to complete the following public improvements: Installation of two (2) sanitary sewer service laterals, replace the existing cleanout with a 48" Manhole on Gilbert Avenue, install two (2) water services, remove and replace 74 LF of standard concrete curb, install three (3) 28' wide concrete approaches, and install 877 sf of 5' wide concrete sidewalk on or before the 28th day of September, 2018. Said improvements are more particularly described on the submitted estimate of probable construction costs dated May 25, 2018 attached as Exhibit "A", compiled by Scott L. McArthur, PE, #13817 of H2 Surveying, whose address is 7600 Mineral Drive, Coeur d'Alene, ID 83815.

The Developer, prior to recording the plat, shall deliver to the City, security in the amount of Twenty-five Thousand Seven Hundred and Fifty-two and 23/100 Dollars (\$25,752.23) which is the cost required for securing the obligation of the Developer to complete the subdivision improvements referred to herein. Should the Developer noted herein fail to complete the improvements within the time herein provided, the City may utilize the funds to complete or have the improvements completed. In the event the City completes the improvements as a result of the Developer's default, the Developer shall be responsible for any costs that exceed the installed security for the public improvements noted herein.

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

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

City of Coeur d'Alene

Steve Widmyer, Mayor

Developer

Vadim Shaporda
Vadim Shaporda,
Comfort Homes and Investments, LLC

ATTEST:

Renata McLeod, City Clerk

EXHIBIT 'A'

Engineers Estimate of Probable Costs				
SHAPORDA TRACTS				
<i>REVISED 5/24/2018</i>				
#	Item Quantity	Item Description	Estimated Unit Cost	Estimated Item Cost
1	2 EA	4" SDR35 Sewer Service	\$ 725.00 /EA	\$ 1,450.00
2	1 EA	Replace San. Sewer CO with SSMH	\$ 4,975.00 /EA	\$ 4,975.00
3	175 LF	Asphalt Saw-Cut (Street Cut)	\$ 2.00 /LF	\$ 350.00
4	101 SY	Asphalt Removal (Street Cut)	\$ 2.50 /SY	\$ 252.50
5	101 SY	4" HMA (PG64-28) (Street Cut/Repair)	\$ 19.60 /Ton	\$ 1,979.60
6	74 LF	Standard Concrete Curb Remove/Replace	\$ 15.00 /LF	\$ 1,110.00
7	2 EA	1" Domestic Water Service	\$ 725.00 /EA	\$ 1,450.00
8	3 EA	28' Wide Concrete Approach (Std C-7)	\$ 800.00 /EA	\$ 2,400.00
9	877 SF	5' Wide Concrete Sidewalk	\$ 3.65 /SF	\$ 3,201.05
Engineers Estimate of Probable Costs Total:				\$ 17,168.15
City Required Bond (150% of Engineers Estimate of Probable Costs):				\$ 25,752.23
Estimate Notes:				
1. Quantities are assumed until verified by Contractor.				
2. Quantities are provided to City of Coeur d'Alene for bonding purposes on the above noted project.				
3. Unit pricing based on recent Contractor provided pricing for specific items.				



ANNOUNCEMENTS

Memo to Council

DATE: August 1, 2018

RE: Appointments to Boards/Commissions/Committees

The following reappointments are presented for your consideration for the August 7th Council Meeting:

BRAD JORDAN
DAVID GROTH

ignite cda Board
Arts Commission

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

Sincerely,

Amy Ferguson
Executive Assistant

cc: Renata McLeod, Municipal Services Director
Tony Berns, ignite cda

GENERAL SERVICES COMMITTEE

City of Coeur d'Alene

FIRE DEPARTMENT

"City of Excellence"

General Services Staff Report

Date: July 5, 2018
From: Deputy Chief Bill Deruyter
Re: Emergency Drone Response (First IZ)

DECISION POINT: Should Council enter into an agreement with XCraft for preliminary testing on its concept for First IZ through the temporary installation of a "base station" at Coeur d' Alene Fire Station 4?

HISTORY: In December of 2017, Mayor Widmyer was contacted about an idea involving drones and first response in emergency situations. Mayor Widmyer referred this to Chief Kenny Gabriel and I have been meeting with XCraft representatives since then. We have developed a concept where this technology could benefit emergency responses in the future. XCraft is located in Coeur d'Alene and is seeking a partnership with the City in the development of this never before seen technology.

FINANCIAL ANALYSIS: There will be no installation costs to the City and we have the space requested by XCraft at Fire Station 4. There will be a nominal electrical cost due to providing 110 volt service at the test site. All installation and maintenance is provided by XCraft. The property will be returned to its original state upon completion of testing unless a permanent installation is to be made.

PERFORMANCE ANALYSIS: Coeur d'Alene Fire sees this as the future of drone technology in first response situations. Having the capability to see an incident before the crews are on scene would give our responding units a bird's eye view on what is happening or not happening. They could order or cancel units as appropriate, saving lives and resources alike.

This is an automated drone system and it would be the first of its kind anywhere. The drone would respond to predetermined emergencies designated by the Fire Department. Examples: a fire on Tubbs Hill, a boat accident on the lake, a car accident, or a structure fire. It would not respond to medical calls. We would have the ability to recall the drone at any point during responses. This would also save resources not needed at a scene. An example of this would be the report of a boat accident that is later determined to be a life jacket in the water. Currently multiple resources from multiple agencies respond to emergencies, potentially causing delays in responding to other calls. A thermal imaging camera would be used on this drone as well. This

would allow us to see the exact location and size of fires on Tubbs Hill before being on scene and hiking in. This would save time by allowing the Department to put the right resources in the right spot at the right time.

XCraft will be working on getting the permits and licensures needed through the FAA. They will also be contacting the HOA's (Home Owner Associations) in the area to advise them about what may be seeing flying in the area.

Station 4 gives XCraft access to flying over less populated areas to the west. It also has the space to allow them to test their drone "garage" concept.

If the testing is found to not work and the concept is scrapped, all installed equipment will be removed by XCraft.

DECISION POINT/RECOMMENDATION: Council should approve the agreement with XCraft to provide the space needed for testing and power at Coeur d'Alene Fire Station 4.

RESOLUTION NO. 18-039

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A LETTER OF AGREEMENT WITH XCRAFT ENTERPRISES, INC., FOR TEMPORARY INSTALLATION AND TESTING OF THE COMMERCIAL DRONE SYSTEM FIRST IZ.

WHEREAS, the General Services Committee of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a Letter of Agreement with xCraft Enterprises, Inc., 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 Letter of Agreement with xCraft Enterprise, Inc., for temporary installation and testing of the commercial drone system FIRST iZ, 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 7th day of August, 2018.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER MCEVERS Voted _____

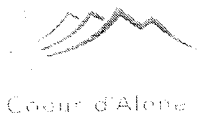
COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER ENGLISH Voted _____

_____ was absent. Motion _____.



July 10, 2018

XCraft Enterprises, Inc.
313 E. Sherman Ave.
Coeur d'Alene, ID 83814

Attn.: J.D. Claridge, CEO, President

Dear Mr. Claridge:

This letter confirms the agreement regarding the temporary installation at Coeur d'Alene Fire Station 4 for, and preliminary testing within the City of, your concept for First IZ. It is agreed that, starting no earlier than July 18, 2018, you may install a "base station" at Fire Station 4 for the testing of an automated drone first response system. The City will provide and approve the space for the installation, and will provide the necessary electrical service. XCraft will perform all installation work and maintenance required for the system at its own cost. It is further agreed that XCraft will indemnify, defend and hold the City harmless from any and all causes of action, including attorney fees, arising from any alleged tortious act or omission by XCraft, its officers, and its employees, arising out of the installation and testing. The City shall not be liable for damage to any equipment or other property of XCraft unless damaged by the negligence of the City, its officers, or employees. At the conclusion of the testing period, XCraft will be responsible for the removal of all equipment and the restoration of City property to its condition prior to installation, at its own cost. If the parties, on the other hand, agree to a continuance of the system following the completion of testing, a new agreement shall be required.

Before commencing installation or testing, the following must be provided to the City: (1) this signed Letter of Agreement, (2) a copy of a liability insurance policy naming the City as an additional insured with minimum policy limits of \$500,000 for bodily or personal injury, death, or property damage or loss as a result of any one accident or occurrence as required by Idaho Code § 6-924, and (3) proof of worker's compensation insurance.

This agreement may be terminated by either party, without penalty or liability, by providing thirty (30) days' written notice to the other party.

XCraft, its officers, and its employees shall not be deemed employees of the City for any purpose. XCraft, its officers, and its employees shall not interfere with the City's operations and shall obey any lawful command from the Fire Chief or his designee pertaining to the installation or testing. XCraft, its officers, and its employees shall comply with all federal, state, county, and City laws, statutes, ordinances, and regulations pertaining to the operation of drones.

Sincerely _____ Title _____

CONTRACTOR ACCEPTANCE OF TERMS

Company Name: XCraft Enterprises Inc.

Authorized Signature: [Signature] Date: 7/10/18

Printed Name and Title: JD Claridge

Cc: City Clerk



XCRAENT-01

LSTEWART1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hub International Northwest LLC PO Box 3144 Spokane, WA 99220	CONTACT NAME: Stacey Gerry PHONE (A/C, No, Ext): (509) 863-0308 E-MAIL ADDRESS: stacey.gerry@hubinternational.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A : Oregon Mutual Insurance Company INSURER B : Idaho State Insurance Fund INSURER C : INSURER D : INSURER E : INSURER F :	NAIC # 14907 36129
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Hired & Non-Owned Auto			BSP352570	03/11/2018	03/11/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 H & N-O Auto \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	659810	09/11/2017	09/11/2018	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Coeur D'Alene is an additional insured regarding insured operations installation at Coeur d'Alene Fire Station 4.

CERTIFICATE HOLDER

CANCELLATION

City of Coeur D'Alene
City Hall 710 E Mullan
Coeur D Alene, ID 83814

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

OTHER BUSINESS

**CITY COUNCIL
STAFF REPORT**

DATE: August 7, 2018
FROM: Mike Anderson, Wastewater Superintendent
SUBJECT: Adoption of modifications to section 13.08.030, Coeur d'Alene Municipal Code, to clarify the effective date of new fees in each year.

DECISION POINT: Should the City Council adopt the proposed Ordinance, modifying Section 13.08.030 of the Municipal Code?

HISTORY: On March 20, 2018, Council approved amendments to Coeur d'Alene Municipal Code sections 13.08.010, 13.08.020, and 13.16.010, adjusting, among other items, residential and commercial wastewater service and usage charges. The requested change to section 13.08.030 is to clarify the date that rate changes are effective annually.

FINANCIAL ANALYSIS: There is no financial impact to the City to effect this change.

PERFORMANCE ANALYSIS: Clarification of the City Code is necessary to prevent misinterpretation of Wastewater rate and fee effective dates.

DECISION POINT/RECOMMENDATION: Council should adopt the proposed modifications to section 13.08.030 of the Municipal Code for the purpose of clarifying the effective date of new wastewater user charges and fees in each year.

ORDINANCE NO. _____
COUNCIL BILL NO. 18-1017

AN ORDINANCE AMENDING SECTION 13.08.030 OF THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, TO CLARIFY THE EFFECTIVE DATE OF NEW FEES IN EACH YEAR; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

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

NOW, THEREFORE,

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

SECTION 1. *That section 13.08.030 of the Coeur d'Alene Municipal Code be amended as follows:*

The monthly service charges or fees levied and assessed under ~~the provisions of this chapter~~ section 13.08.020 are levied and assessed and shall be effective as of April 1, ~~2013~~ of the designated year; ~~provided, however, that the same shall be due and payable and shall become delinquent as provided by sections 13.08.040 and 13.08.050 of this chapter.~~

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

SECTION 3. The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein.

SECTION 4. After its passage and adoption, a summary of this Ordinance, pursuant to 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 this Ordinance 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 August 7, 2018.

APPROVED, ADOPTED and SIGNED this 7th day of August, 2018.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. ____
Amending Section 13.08.030 of the Municipal Code

AN ORDINANCE AMENDING SECTION 13.08.030 OF THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, TO CLARIFY THE EFFECTIVE DATE OF NEW FEES IN EACH YEAR; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. ____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814, IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am a Chief Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. ____, Amending Section 13.08.030 of the Municipal Code, to clarify the effective date of new fees in each year, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the content thereof.

DATED this 7th day of August, 2018.

Randall R. Adams, Chief Deputy City Attorney

CITY COUNCIL STAFF REPORT

Date: July 23, 2018
From: Chris Bosley, City Engineer
SUBJECT: Complete Streets Ordinance

DECISION POINT:

The Coeur d'Alene Ped/Bike Advisory Committee is requesting City Council to adopt a Complete Streets ordinance, replacing the existing Complete Streets Policy.

HISTORY:

A Complete Streets policy was adopted by the City of Coeur d'Alene in 2009, one of the first in Idaho. Complete Streets is a nationally recognized program in which communities require planners, engineers and designers to consider all modes of transportation when designing and building streets. Complete Streets does not require that all streets include sidewalks and bike lanes. It merely requires consideration of all modes where applicable because retrofitting existing streets to include these accommodations can be costly. Currently, City staff already use a Complete Streets approach, due in part to our Complete Streets policy. The ordinance will require that designers complete a Complete Streets checklist to verify that all modes have been considered. The checklist asks questions such as if a street is identified in the Trails and Bikeways Master Plan, if a bus stop or a school is within the area, or if business delivery trucks use the street. It is a fairly simple way of ensuring that items such as these are not missed. A Complete Streets Ordinance also strengthens our standing as a Bicycle Friendly and Walk Friendly Community.

FINANCIAL ANALYSIS:

There would be no cost for adoption of this ordinance. And, because the City already includes consideration for all modes of transportation in each project, future costs would be negligible.

PERFORMANCE ANALYSIS:

Adopting a Complete Streets ordinance provides assurance that all modes of transportation are considered on all projects.

DECISION POINT/ RECOMMENDATION

The Coeur d'Alene Ped/Bike Advisory Committee is requesting City Council to adopt the Complete Streets ordinance.



Complete Streets Checklist

This checklist is to be completed for all street construction projects to ensure appropriate accommodations are made for all modes of transportation and all ages and abilities. If accommodations are not included, provide justification. Write N/A if not applicable. Additional sheets may be attached if necessary.

Street Name: _____ From: _____ To: _____

Curb-to-Curb Width: _____ Number of lanes: _____ Lane widths: _____

Right-of-Way width: _____ Posted Speed Limit: _____

Street Classification: ☐ Arterial ☐ Collector ☐ Local

Adjacent Land Use: ☐ Residential ☐ Civic ☐ Commercial ☐ Service ☐ Manufacturing ☐ Education

Additional Description, if needed: _____

Pedestrian Accommodations				
Checklist Consideration	Yes	No	Exist.	Description / Further Explanation
Is the project within ¼ mile of a school, park, community center, or other walking destination?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Are sidewalks proposed for both sides of the street? What are the proposed widths?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Will the project include high visibility crosswalks at intersections, bus stops, and other crossings?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Will the project include a pedestrian-activated flashing beacon at uncontrolled crosswalks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Will crosswalks be adequately illuminated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Will the project include traffic signals with pedestrian-countdown timers and Accessible Pedestrian Signal (APS) features?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Will the project include street trees?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Will the project maintain a clear and uniform pedestrian route (not interrupted by café seating, signs, utilities, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Will the project include additional accommodations for pedestrians? (e.g. pedestrian wayfinding; minimal crossing distances, pedestrian-level lighting, benches, trashcans and recycling bins, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Bicycle Accommodations				
Checklist Consideration	Yes	No	Exist.	Description / Further Explanation
Is this corridor identified as a bicycle route in the current Trails and Bikeways Master Plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Will the project include streets with travel lanes shared by motor vehicles and bicycles?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Will the project include on-street bike lanes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Will the project include an off-street, separated bicycle facility?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Will the project include additional accommodations for bicyclists? (e.g. bicycle racks, wayfinding signs, bike signal, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	



Complete Streets Checklist

Transit Accommodations				
Checklist Consideration	Yes	No	Exist.	Description / Further Explanation
Is the project located on a Citylink bus route?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Are existing and/or proposed bus stops ADA accessible?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Are transit amenities included in the project? (e.g. benches designed to prohibit sleeping, shelter, trashcan, shade trees, illumination, route map, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Motor Vehicle Considerations				
Checklist Consideration	Yes	No	Exist.	Description / Further Explanation
Is truck traffic anticipated? If so, what size?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Are intersections adequately illuminated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Will traffic calming measures be implemented? (e.g. curb extensions, narrow lanes, medians, speed tables, reduced speed limits, etc.) <i>If yes, traffic calming measures must be approved by the Fire Dept. per IFC 503.4.1</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Is on-street parking included (angle, perpendicular, parallel)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Design Standards and Guidelines				
Checklist Consideration	Yes	No	Description / Further Explanation	
<p>Does the proposed design follow all applicable design standards and guidelines?</p> <p>Examples include, but are not limited to:</p> <p>City of Coeur d'Alene</p> <p><i>Standard Drawings</i></p> <p><i>Commercial Design Guidelines</i></p> <p><i>Downtown Design Standards and Guidelines</i></p> <p><i>Infill Standards</i></p> <p><i>Trails & Bikeways Master Plan</i></p> <p><i>Designed to support an imposed load of 75,000 pounds minimum on an all-weather surface</i></p> <p>American Association of State Highway and Transportation Officials (AASHTO)</p> <p><i>A Policy on Geometric Design of Highway and Streets</i></p> <p><i>Guide for the Development of Bicycle Facilities</i></p> <p><i>Guide for the Planning, Design, and Operation of Pedestrian Facilities</i></p> <p><i>Public Right-of-Way Accessibility Guide (PROWAG)</i></p> <p><i>Manual on Uniform Traffic Control Devices (MUTCD)</i></p> <p><i>Americans with Disabilities Act Accessibility Guidelines (ADAAG)</i></p> <p>National Association of City Transportation Officials (NACTO)</p> <p><i>Urban Bikeway Design Guide</i></p> <p><i>Urban Street Design Guide</i></p>	<input type="checkbox"/>	<input type="checkbox"/>		

ORDINANCE NO. _____
COUNCIL BILL NO. 18-1018

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ADDING A NEW CHAPTER 10.03 ENTITLED COMPLETE STREETS, TO THE COEUR D'ALENE MUNICIPAL CODE; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, upon recommendation of the Pedestrian and Bicycle Advisory Committee, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that said Chapter be adopted;

NOW, THEREFORE,

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

SECTION 1 . *That a new Chapter 10.03 entitled Complete Streets, be added to the Coeur d'Alene Municipal Code as follows:*

**CHAPTER 10.03
COMPLETE STREETS**

10.03.010: VISION & PURPOSE:

The vision of the City is of a community in which all residents and visitors, regardless of their age, ability, or financial resources, can safely and efficiently use the public rights-of-way to meet the transportation needs of their chosen mode of travel.

The purpose of this Chapter is to increase opportunities for use of the City's roadways; support a vibrant community beneficial to local businesses; promote healthy living, economic development, and tourism; advance the wellbeing of travelers; support the goal of compact development; reduce negative environmental impacts associated with motor vehicle travel; and meet the needs of the diverse populations that comprise our community including school students, our aging population, and those with disabilities.

10.03.020: DEFINITIONS:

- A. **City** – means the legal environs of the municipality designated “Coeur d’Alene, Idaho.”
- B. **Complete Streets** – means the Public Transportation corridors and networks that are scoped, planned, designed, built, operated, and maintained to enable safe travel and access for users regardless of their mode of transportation.

C. **Wayfinding** – means informational signage used to orient people and facilitate navigation from place to place.

10.03.030: STATEMENT OF POLICY:

- A. The City will plan for, design, construct, operate, and maintain an appropriate and integrated transportation system that will meet the needs of motorists, pedestrians, bicyclists, wheelchair users, transit vehicles and riders, freight haulers, emergency responders, and residents of all ages and abilities.
- B. Transportation facilities that support the concept of Complete Streets include, but are not limited to, pavement markings and signs; street and sidewalk lighting; sidewalk and pedestrian safety improvements; features consistent with Americans with Disabilities Act and Title VI compliance; bicycle accommodations including bike lanes, bike infrastructure, and appropriate signage and markings; and, as appropriate, streetscapes and street trees that appeal to and promote pedestrian use.
- C. The system's design will be consistent with and supportive of local neighborhoods, commercial zones, and business delivery areas, recognizing that transportation needs vary and must be balanced in a flexible, safe, and cost effective manner.

10.03.040: PLANNING:

Those involved in the planning and design of projects within the public right-of-way will give consideration to all users and modes of travel from the start of planning and design work. Transportation improvements shall be viewed as opportunities to create safer, more accessible streets for all users. This policy shall apply to new construction, reconstruction, and rehabilitation projects.

10.03.050: EXCEPTIONS:

Exceptions to this policy may be granted for unusual or extraordinary circumstances by the City Engineer with the concurrence by City Council, the Planning Commission, or the Community Planning Director, with input from the Pedestrian and Bicycle Advisory Committee. Exceptions will be considered with one or more of the following circumstances:

- A. Street projects may exclude those elements of this policy that would require the accommodation of street uses prohibited by law or where the use is deemed contrary to public safety by the City Engineer;
- B. Street reconstruction projects and maintenance paving projects which involve widening pavement may exclude elements of this policy when the accommodation of a specific use is expected to:
 - 1. Require more space than is physically available; or

2. Be impacted by a street reconstruction project in the near future; or
 3. Be located where both current and projected future demand is demonstrably absent;
or
 4. Adversely change the cost-benefit ratio and equivalent alternatives exist within close proximity that are convenient and accessible to all users; or
 5. Have adverse impacts on environmental resources such as streams, wetlands, floodplains, or historic structures or sites above and beyond the impacts of currently existing infrastructure.
- C. Street projects may exclude the development of sidewalks in areas falling outside those identified as appropriate for sidewalks on the basis of an adopted sidewalk policy.

10.03.060: INTERGOVERNMENTAL COOPERATION:

- A. The City will cooperate with other transportation agencies including the Idaho Transportation Department and neighboring governmental agencies and highway districts to confirm that the principles and practices of Complete Streets are embedded within their planning, design, construction, and maintenance activities, when these activities have a direct impact on the City's ability to enact Complete Streets policies.
- B. The City will specifically cooperate to confirm that the transportation network flows seamlessly, for all modes, between jurisdictions in accordance with local and regional road, transit, bicycle, and pedestrian plans.

10.03.070: DESIGN CRITERIA:

- A. The City, through the Streets & Engineering Department, shall maintain design criteria standards, and guidelines based upon recognized best practices in street design, construction, and operation.
- B. To the greatest extent feasible, the City shall adopt the same standards with particular emphasis on pedestrian and bicycle accommodations and Wayfinding signage.
- C. Resources to be referenced in developing these standards shall include, but not necessarily be limited to, the latest editions of:
 1. American Association of State Highway Transportation Officials (AASHTO) Policy on Geometric Design of Highways and Streets;
 2. AASHTO Guide to the Development of Bicycle Facilities;
 3. Idaho Transportation Department Roadway Design Manuals;

4. Institute of Transportation Engineers (Designing Walkable Urban Thoroughfares)
5. National Association of City Transportation Officials (Urban Parkway Design Guide, Urban Street Design Guide, Transit Street Design Guide); and
6. Manual on Uniform Traffic Control Devices.

10.03.080: COMMUNITY CONTEXT:

- A. Implementation of this policy shall take into account the goal of enhancing the context and character of the surrounding built and natural environments, as well as local business access and operations.
- B. Appropriate attention should be given to projects which enhance the overall transportation system and its connectivity for access to parks or recreation areas, schools, shopping/commercial areas, public transportation, employment centers, existing pedestrian or bicycle networks, or regional bicycle pedestrian plans prepared by associated groups such as Kootenai County.
- C. One or more connections to an adjacent bicycle or pedestrian trail shall be made by the developer in developments approved after the effective date of this chapter, as required by the city engineer. In addition, cul-de-sacs and dead end streets in developments approved after the effective date of this chapter shall be designed to accommodate bicycle and pedestrian traffic in a manner approved by the City Engineer

10.03.090: PERFORMANCE:

The City Engineer, or designee, shall report to the Pedestrian and Bicycle Advisory Committee and City Council on an annual basis regarding the transportation projects undertaken within the prior year and planned for the near future, and the extent to which any of these projects has met or will meet the objectives of this policy.

10.03.100: IMPLEMENTATION:

- A. This ordinance will be primarily implemented through developing bike and pedestrian network plans within the City in conjunction with Kootenai Metropolitan Planning Organization's regional plans. If a development is proposed for an area which is not covered by a bike or network plan, the requirements of this chapter apply if the street(s) of that development will connect to a street or facility which is covered by a bike and pedestrian network plan.
- B. These plans should specify the type and location of improvements, and should be implemented as funding becomes available.

- C. Special emphasis shall be placed on those elements of these plans that can be accomplished with little additional expense, such as providing bike lanes where existing pavement is adequate or where road shoulders are sufficient to allow for safe bicycle use.
- D. Completion of the Complete Streets Checklist shall be required for all street projects, subdivisions, planned unit developments, and commercial and multi-family building permits.

10.03.110: VARIANCES:

A variance from the requirements of this chapter, different from what is stated in 10.03.050, may be granted only upon a showing of undue hardship due to unique site characteristics. A variance may only be granted by the aforementioned decision makers in such circumstances if the approval of the variance would not otherwise impair achievement of the purposes of this chapter. Any person requesting a variance under this section must provide data showing that the proposed alternative methods of non-motorized transportation and/or connections will produce comparable efficacy of the transportation network required by this chapter. No variance will be issued unless all elements of this section are met.

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

SECTION 3. The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein.

SECTION 4. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on August 7, 2018.

APPROVED, ADOPTED and SIGNED this 7th day of August, 2018.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Adding Chapter 10.03 entitled Complete Streets to the Coeur d'Alene Municipal Code

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ADDING A NEW CHAPTER 10.03 ENTITLED COMPLETE STREETS, TO THE COEUR D'ALENE MUNICIPAL CODE; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY; AND PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am a Chief Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, adding Chapter 10.03 entitled Complete Streets, to the Coeur d'Alene Municipal Code, 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 7th day of August, 2018.

Randall R. Adams, Chief Civil Deputy City Attorney

ORDINANCE NO. ____
COUNCIL BILL NO. 18-1019

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM R-3 AND C-17 TO R-17, SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: TWO EXISTING PARCELS LOCATED NEAR THE SOUTHWEST CORNER OF THE INTERSECTION OF PRAIRIE AVENUE AND RAMSEY ROAD; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after public hearing on the hereinafter provided amendments, and after recommendation by the Planning Commission, it is deemed by the Mayor and City Council to be for the best interests of the City of Coeur d'Alene, Idaho, that said amendments be adopted;

NOW, THEREFORE,

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

SECTION 1. That the following described property, to wit:

The East 192 feet of Tract 316 of Hayden Lake Irrigated Tracts as recorded at Book B of Plats at Page 150, Records of Kootenai County, Idaho, located in Northeast Quarter Section 27, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

Commencing at the Northeast Corner of Section 27, being and 3.25 inch Brass cap per CP&F Instrument Number 2145300000, Records of Kootenai County, Idaho, from which the North Quarter Corner bears North 88° 12' 45" West 2614.15 feet; thence along the North line of said Section 27, North 88° 12' 45" West 845.55 feet; thence leaving said North line, South 01° 11' 21" West 30.00 feet to the southerly Right of Way of Prairie Avenue and the True Point of Beginning;

thence along said southerly Right of Way, South 88° 12' 45" East 192.01 feet to the West line of Tract 315 of said Hayden Lake Irrigated Tracts;

thence along the West line of Tract 315, South 01° 04' 34" West 629.10 feet to the common corner of Tracts 315, 316, 329, and 330 of said Hayden Lake Irrigation Tracts and the boundary of the City of Coeur d'Alene;

thence along the North line of said Tract 329 and said City Boundary, North 88° 34' 54" West 189.46 feet;

thence leaving said North line and said City Boundary, North 00° 50' 43" East 630.36P feet to the True Point of Beginning;

containing 2.757 acres, more or less.

with an address of 1820 W. Prairie Avenue, Coeur d'Alene, Idaho 83815, is hereby changed and rezoned from R-3 (Residential at 3 units/acre) to R-17 (Residential at 17 units/acre).

SECTION 2. That the following described property, to wit:

A parcel of land being the South half of Tract 315 of Hayden Lake Irrigated Tracts filed in Book B of Plats at Page 104, Records of Kootenai County, Idaho.

Together with a parcel of land being the South three feet of the East half of the North half of Tract 315 of Hayden Lake Irrigated Tracts filed in Book B of Plats at Page 104, Records of Kootenai County, Idaho.

Less any existing right of way for Ramsey Road.

with an address of 7845 N. Ramsey Road, Coeur d'Alene, Idaho 83815, is hereby changed and rezoned from C-17 (Commercial at 17 units/acre) to R-17 (Residential at 17 units/acre).

SECTION 3. That the Zoning Act of the City of Coeur d'Alene, known as Ordinance No. 1691, Ordinances of the City of Coeur d'Alene, is hereby amended as set forth in Section 1 hereof.

SECTION 4. That the Planning Director is hereby instructed to make such change and amendment of the official Zoning Map of the City of Coeur d'Alene, and shall make an electronic copy available on the City's website.

SECTION 5. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

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

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on August 7, 2018.

APPROVED this 7th day of August, 2018.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. ____
Zone Change – ZC-2-18

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM R-3 AND C-17 TO R-17, SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: TWO EXISTING PARCELS LOCATED NEAR THE SOUTHWEST CORNER OF THE INTERSECTION OF PRAIRIE AVENUE AND RAMSEY ROAD; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. ____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814, IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am a Chief Civil Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. ____, **Zone Change – ZC-2-18**, 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 7th day of August, 2018.

Randall R. Adams, Chief Civil Deputy City Attorney



FINANCE DEPARTMENT

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

Finance Department Staff Report

Date: August 7, 2018
From Vonnie Jensen, Comptroller
Subject: Preliminary Budget for FY 2018-19

Decision Point: To approve Resolution No. 18-040 which sets the public hearing date and the high dollar amount (\$91,313,692) in expenditures for the 2018-2019 Fiscal Year Financial Plan (Annual Appropriation).

History: Idaho code requires that the City Council approve an appropriations ordinance each year. The purpose of the ordinance is to establish a ceiling for expenditures and disclose the potential property tax revenue necessary to balance the budget. The financial plan or budget is the guide and detailed report for establishing these numbers.

Financial analysis: The financial plan is an estimate of revenues and expenditures for the upcoming year. The expenditures are classified by department as well as by fund or service and the revenues are classified by source. Included in the budget as per Idaho Code 50-1002 are actual revenues and expenditures from the prior two fiscal years, budgeted revenues and expenditures for the current fiscal year, and proposed revenues and expenditures for the upcoming fiscal year. The revenue includes a 3% increase in property tax revenue, new growth from property taxes but no foregone property taxes..

Decision Point: To approve Resolution No. 18-040 which sets the public hearing date and the high dollar amount for the 2018-2019 Fiscal Year Financial Plan (Annual Appropriation).



Fiscal Year 2018-2019 Preliminary Financial Plan



Significant Changes to Revenue - General Fund

New Growth	+\$492,918
3% Increase to Tax Budget	+\$640,573
Highway User Tax, Sales Tax & Liquor Tax	+\$396,334
Transfers In from Enterprise Funds	+\$353,231
Fund Balance	+\$607,819

New Construction Impact

Tax Year	Tax Dollars
2018	\$492,918
2017	\$375,549
2016	\$325,934
2015	\$827,349
2014	\$669,966
2013	\$632,795
2012	\$246,874
2016 Deannexation	\$538,311

Tax Levy

FY 2017-18 Non-exempt tax budget	\$21,352,437
3% Increase	\$640,573
New Construction Roll	\$492,918
2015 GO Bond Levy	\$876,931
Total amount to Levy	\$23,362,859

History

Tax Year	Amount Taken of 3% Allowed	
2019 Proposed	\$640,573	3%
2018	\$-0-	
2017	\$490,552	2.5%
2016	\$-0-	
2015	\$-0-	
2014	\$-0-	
2013	\$329,432	2%
2012	\$-0-	
2011	\$236,748	1.5%

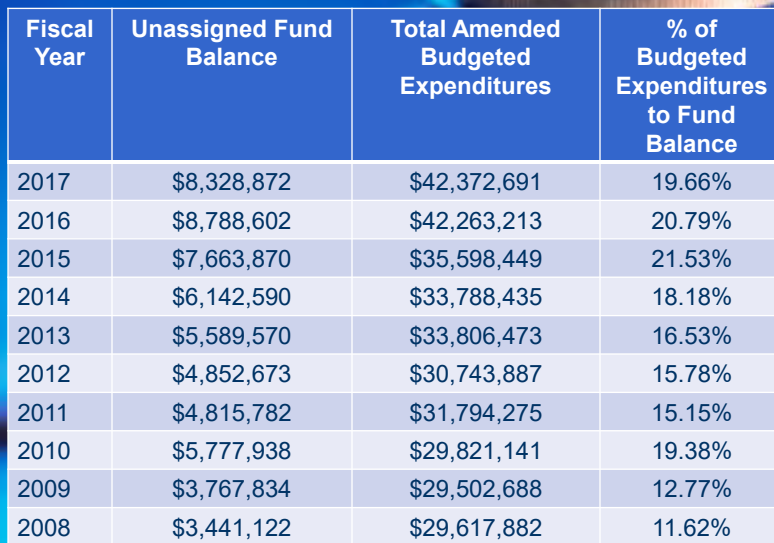
Statewide Foregone

City	Foregone	2017 Market Value
Idaho Falls	\$6,311,570	\$3,309,246,661
CdA	\$5,026,426	\$3,962,371,725
Nampa	\$4,345,237	\$4,638,828,368
Caldwell	\$2,811,353	\$1,770,309,621
Lewiston	\$2,444,286	\$2,011,938,881
Post Falls	\$2,239,452	\$1,990,878,568
Twin Falls	\$2,186,284	\$2,683,754,266
Meridian	\$2,066,268	\$8,272,756,755
Pocatello	\$1,840,882	\$2,512,851,428
Boise	\$16,416	\$20,680,217,868



September 30, 2017
Unassigned Fund Balance
\$8,328,872

20% of FY 18/19 Plan



Fiscal Year	Unassigned Fund Balance	Total Amended Budgeted Expenditures	% of Budgeted Expenditures to Fund Balance
2017	\$8,328,872	\$42,372,691	19.66%
2016	\$8,788,602	\$42,263,213	20.79%
2015	\$7,663,870	\$35,598,449	21.53%
2014	\$6,142,590	\$33,788,435	18.18%
2013	\$5,589,570	\$33,806,473	16.53%
2012	\$4,852,673	\$30,743,887	15.78%
2011	\$4,815,782	\$31,794,275	15.15%
2010	\$5,777,938	\$29,821,141	19.38%
2009	\$3,767,834	\$29,502,688	12.77%
2008	\$3,441,122	\$29,617,882	11.62%

Capital from Fund Balance

Fund Balance Budgeted	\$607,819
Increase in Citywide Automation	\$42,000
Software Licensing	\$95,000
Building Maint – Scissor Lift & Trailer	\$17,000
Police Department - Radios	\$158,000
Street Department – Asphalt Roller	\$35,000
Street Department - Scanner	\$6,500
Street – Hot Asphalt & Patching Machine	\$30,000
Parks – Shop Remodel	\$25,000
Parks - Chipper & Bucket Truck	\$110,000
Parks and Recreation - Pickup Trucks	\$50,000

City-Wide Personnel Changes

Deputy City Administrator to Project Coordinator		(\$56,000)
Finance Director to Accountant		(\$77,000)
HR PT to Full-time HR Generalist	+ .37 FTE	\$44,000
Police Officer – Partially Grant Funded	+1 FTE	\$21,000
Victims Advocate – Partially Grant Funded	+1 FTE	\$18,000
Police Ambassador Program	+1.1 FTE	\$45,000
PT Admin Support to FT Admin Assistant	+ .25 FTE	\$15,000
Streets Mechanic to Street Maintenance Worker		(\$15,000)

City-Wide Personnel Changes


Streets PT to 2 Street Maintenance Workers	-3 FTE	\$111,000
Parks Maintenance Worker	+1 FTE	\$66,000
Building Permit Coordinator	+1 FTE	\$70,000
Library PT to FT Reference Clerk	+5 FTE	\$39,000
Decrease in Recreation Part-time	-2.32 FTE	(\$39,519)
Total Increase to Personnel	3.6 FTE	\$241,481

Expenses

Current plan	\$89,467,942
New Plan	\$91,149,742
	\$1,681,800
COLA	\$658,839
Merit Increases	\$495,450
Increase in Capital Outlay	\$709,195



General Fund	Capital Outlay
Scissor Lift & Trailer – Bldg Maint	\$17,000
Patrol Vehicles – Drug Task Force	\$60,000
Used Equipment - Streets	\$125,000
Scanner - Streets	\$6,500
Single Axle Dump Truck - Streets	\$160,000 chip seal program
Chip Spreader – Streets	\$135,000 chip seal program
Distributors - Streets	\$90,000 chip seal program
Grader - Streets	\$80,000 chip seal program
Dump Truck - Streets	\$150,000 chip seal program
Hot Asphalt & Patching Machine	\$30,000
Asphalt Roller - Streets	\$35,000



General Fund	Capital Outlay - Continued
Shop Remodel - Parks	\$25,000
Chipper - Parks	\$30,000
Bucket Truck - Parks	\$80,000
Pickup - Parks	\$30,000
Pickup - Recreation	\$20,000
Vehicle – Building Inspection	\$24,194
Computers – Laptop (3) - Bldg	\$9,741
Total	\$1,107,435

Taxable City Valuation

2018 CdA - Estimated	\$4,487,283,826
Kootenai County Estimated	\$17,238,762,821
2017 Coeur d'Alene	\$3,972,167,331
Kootenai County	\$15,340,157,680
2016 Coeur d'Alene	\$3,637,218,547
Kootenai County	\$14,026,088,304

City Levy Rate

2017	\$5.51/\$1,000
2016	\$5.90/\$1,000

Assessed Value	\$255,000
Homeowner's Exemption	\$100,000
Net Value	\$155,000

2017: $\$155.00 \times \$5.51 = \$854.05$
\$71.17/Month

2018: $\$155.00 \times \$5.21 = \$807.55$
\$67.30/Month

Assessed Value - 2017	\$225,000
Assessed Value – 2018	\$255,000
13% increase in valuation	
Homeowner's Exemption	\$100,000
Net Value	\$155,000

2017: $\$125.00 \times \$5.51 = \$688.75$
\$57.40/Month

2018: $\$155.00 \times \$5.21 = \$807.55$
\$67.30/Month

Changes from Preliminary Budget to Resolution #18-040

Municipal Services – Copier Supplies	+\$9,000
Police Department - Communications	+33,950
Water Department – ArcGIS Server	+\$5,000
Water Department – VFD Drives	+\$16,000
Water – SCADA System Upgrades	+\$25,000
Wastewater Dept - Loaders lease	+\$75,000
Total Increase	+\$163,950

A stack of gold coins is shown on a blue background. A semi-transparent white rectangular box is overlaid on the stack, containing the text "Questions?".

Questions?

RESOLUTION NO. 18-040

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING A NOTICE OF TIME AND PLACE OF PUBLIC HEARING OF THE PROPOSED BUDGET FOR FISCAL YEAR 2018-2019, AND INCLUDING PROPOSED EXPENDITURES BY FUND AND/OR DEPARTMENT, AND STATEMENT OF THE ESTIMATED REVENUE FROM PROPERTY TAXES AND THE TOTAL AMOUNT FROM SOURCES OTHER THAN PROPERTY TAXES OF THE CITY FOR THE ENSUING FISCAL YEAR AND LISTING EXPENDITURES AND REVENUES DURING EACH OF THE TWO (2) PREVIOUS FISCAL YEARS, AND PROVIDING FOR PUBLICATION OF THE SAME.

WHEREAS, it is necessary, pursuant to Idaho Code 50-1002, for the City Council of the City of Coeur d'Alene, prior to passing the Annual Appropriation Ordinance, to list expenditures and revenues during each of the two (2) previous fiscal years, prepare a Budget, tentatively approve the same, and enter such Budget at length in the journal of the proceedings and hold a public hearing; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the following be and the same is hereby adopted as an Estimate of Expenditures and Anticipated Revenue of the City of Coeur d'Alene for the fiscal year beginning October 1, 2018:

	FY 2015-16 ACTUAL	FY 2016-17 ACTUAL	FY 2017-18 BUDGET	FY 2018-19 PROPOSED
GENERAL FUND EXPENDITURES:				
Mayor and Council	234,867	232,306	\$ 244,736	\$ 264,244
Administration	285,922	382,626	380,413	319,927
Finance Department	778,137	1,139,676	1,205,225	1,181,930
Municipal Services	1,594,369	1,644,861	1,788,550	1,879,918
Human Resources	232,632	281,626	311,711	386,888
Legal Department	1,223,419	1,196,573	1,197,425	1,230,996
Planning Department	509,286	553,387	717,644	727,138
Building Maintenance	436,998	453,913	515,303	552,221
Police Department	12,831,491	13,165,412	13,584,524	14,627,277
Drug Task Force	10,008	13,097	30,710	100,000
Police Department Grants	266,471	210,860	121,939	115,533
Fire Department	11,801,552	12,575,064	9,709,001	10,188,866
General Government	233,888	1,614,877	105,900	86,850
Streets/Garage	4,425,371	4,538,448	4,782,038	5,359,109
Parks Department	1,939,542	2,092,225	2,102,365	2,299,943
Recreation Department	686,950	599,770	756,075	761,882
Building Inspection	934,178	959,708	876,593	958,977
TOTAL GENERAL FUND EXPENDITURES:	\$ 38,425,081	\$ 41,654,429	\$ 38,430,152	\$ 41,041,699

	FY 2015-16 ACTUAL	FY 2016-17 ACTUAL	FY 2017-18 BUDGET	FY 2018-19 PROPOSED
SPECIAL REVENUE FUND EXPENDITURES:				
Library Fund	\$ 1,479,052	\$ 1,563,835	\$ 1,618,412	\$ 1,722,412
Community Development Block Grant	527,129	111,746	384,049	408,854
Impact Fee Fund	1,964,605	1,101,900	745,000	521,500
Parks Capital Improvements	409,928	195,569	146,500	131,500
Annexation Fee Fund		193,000	398,240	286,000
Insurance / Risk Management	362,398			
Cemetery Fund	313,712	319,703	294,307	389,878
Cemetery Perpetual Care Fund	133,747	156,534	157,000	207,000
Jewett House	24,213	15,429	25,855	30,955
Reforestation/Street Trees/Community Canopy	101,461	3,392	107,000	110,000
Arts Commission	144	76,675		
Public Art Funds	49,987	88,712	443,500	348,500
TOTAL SPECIAL FUNDS:	\$ 5,366,376	\$ 3,826,495	\$ 4,319,863	\$ 4,156,599
ENTERPRISE FUND EXPENDITURES:				
Street Lighting Fund	633,075	658,543	\$ 639,720	\$ 650,050
Water Fund	7,639,090	7,771,847	10,027,434	12,195,115
Wastewater Fund	14,828,570	19,609,963	22,784,368	19,756,829
Water Cap Fee Fund	190,240	205,902	866,000	1,700,000
WWTP Cap Fees Fund	1,068,326	596,206	2,200,000	1,000,000
Sanitation Fund	3,663,811	3,291,781	3,500,806	4,154,083
City Parking Fund	547,023	603,382	354,846	289,880
Drainage	1,144,826	899,681	1,267,818	1,799,547
TOTAL ENTERPRISE EXPENDITURES:	\$ 29,714,961	\$ 33,637,305	\$ 41,640,992	\$ 41,545,504
FIDUCIARY FUNDS:	2,753,195	2,790,838	\$ 2,957,753	\$ 2,961,959
STREET CAPITAL PROJECTS FUNDS:	1,166,152	3,359,601	1,237,000	731,000
DEBT SERVICE FUNDS:	882,882	931,104	882,181	876,931
GRAND TOTAL OF ALL EXPENDITURES:	\$ 78,308,647	\$ 86,199,772	\$ 89,467,941	\$ 91,313,692
ESTIMATED REVENUES:				
	FY 2015-16 ACTUAL	FY 2016-17 ACTUAL	FY 2017-18 BUDGET	FY 2018-19 PROPOSED
Property Taxes:				
General Levy	\$ 17,677,328	\$ 19,353,373	\$ 19,520,180	\$ 20,545,865
Library Levy	1,460,931	1,562,216	1,582,257	1,690,063
Policeman's Retirement Fund Levy	150,972			
Comprehensive Liability Plan Levy	335,320			
Fireman's Retirement Fund Levy	250,000	250,000	250,000	250,000
2006 and 2008 G.O. Bond Levy	869,321	894,420	879,681	876,931
TOTAL REVENUE FROM PROPERTY TAXES:	\$ 20,743,872	\$ 22,060,009	\$ 22,232,118	\$ 23,362,859

	FY 2015-16 ACTUAL	FY 2016-17 ACTUAL	FY 2017-18 BUDGET	FY 2018-19 PROPOSED
ESTIMATED OTHER REVENUES:				
Interfund Transfers	\$ 4,305,648	\$ 3,620,599	\$ 6,593,989	\$ 6,294,930
Beginning Balance	40,843,399	42,806,074	18,366,763	23,418,751
Other Revenue:				
General Fund	16,433,686	17,161,734	16,167,273	16,935,034
Library Fund	34,013	35,173	36,155	35,100
Community Development Block Grant	527,129	111,745	384,049	408,854
Parks Capital Improvement Fund	175,222	172,301	134,500	164,000
Insurance/Risk Management	86			
Cemetery	187,318	182,200	178,127	187,000
Annexation Fee Fund	216,107	458,526		1,000
Impact Fee Fund	797,530	840,271	785,000	870,000
Cemetery Perpetual Care Fund	32,747	3,563	30,000	20,000
Jewett House	16,972	16,964	11,000	16,000
Reforestation	11,223	91,829	3,000	3,000
Street Trees	68,255	5,521	84,250	84,250
Community Canopy	903	2,664	2,000	2,000
Arts Commission	7			
Public Art Funds	134,510	118,193	100,000	104,000
Street Lighting Fund	523,817	531,082	529,000	558,152
Water Fund	7,538,786	6,060,777	6,582,120	7,889,400
Wastewater Fund	9,543,575	9,788,926	18,204,730	14,930,251
Water Capitalization Fees	972,136	1,087,709	866,000	1,000,000
WWTP Capitalization Fees	1,902,578	1,931,112	1,010,000	1,360,000
Sanitation Fund	3,820,140	4,131,448	4,545,200	4,211,000
City Parking Fund	197,868	525,574	355,546	496,566
Drainage	1,025,501	1,043,326	1,029,482	1,032,088
Fiduciary Funds	2,643,966	2,319,688	2,740,550	2,728,500
Capital Projects Fund	203,064	2,082,853	260,000	142,500
Debt Service Fund	69,007	13,731		
TOTAL REVENUE OTHER THAN PROPERTY TAXES	\$ 92,225,193	\$ 95,143,583	\$ 78,998,734	\$ 82,892,376
SUMMARY:				
	FY 2015-16 ACTUAL	FY 2016-17 ACTUAL	FY 2017-18 BUDGET	FY 2018-19 PROPOSED
PROPERTY TAXES	\$ 20,743,872	\$ 22,060,009	\$ 22,232,118	\$ 23,362,859
OTHER THAN PROPERTY TAXES	92,225,193	95,143,583	78,998,734	82,892,376
TOTAL ESTIMATED REVENUES	\$ 112,969,065	\$117,203,592	\$101,230,852	\$106,255,235

BE IT FURTHER RESOLVED, that the same be spread upon the Minutes of this meeting and published in two (2) issues of the Coeur d'Alene Press, seven (7) days apart, to be published on August 15, 2018 and August 22, 2018.

BE IT FURTHER RESOLVED, that a Public Hearing on the Budget be held on the 4th day of September, 2018 at the hour of 6:00 o'clock p.m. on said day, at which time any interested

person may appear and show cause, if any he has, why the proposed Budget should or should not be adopted.

DATED this 7th day of August, 2018.

Steve Widmyer, Mayor

ATTEST:

Renata M. McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER ENGLISH Voted _____

_____ was absent. Motion _____.

CITY COUNCIL MEETING STAFF REPORT

DATE: August 7, 2018
FROM: Troy Tymesen, City Administrator/Interim Arts Commission Liaison
SUBJECT: APPROVAL OF DONATION OF ART TO THE CITY'S PUBLIC ART
COLLECTION

DECISION POINT: Should the City Council approve the donation of art pieces to the City of Coeur d'Alene's public art collection?

HISTORY: The City of Coeur d'Alene Arts Commission Public Art Policy, adopted by the City Council pursuant to Resolution No. 00-101 on November 2, 1999, amended by Resolution No. 08-017 on April 1, 2008, and amended by Resolution No. 17-027 on May 2, 2017, designates the Coeur d'Alene Arts Commission as the standing committee charged by the City Council to oversee the Public Art program. Oversight responsibilities of the commission include donations of artwork to the public collection.

The Arts Commission has recently been approached regarding the donation of four pieces of public art described as follows:

1. **"The Valentine,"** (see photo attached) is a 48" x 76" x 43" bronze statue by artist George Lundeen, appraised at \$135,000. The donor is Dr. David Schreiber of Coeur d'Alene. The art piece would be placed on a concrete pad in McEuen Park.
2. **"Enduring Spirit,"** (see photo attached) is a granite sculpture of a meditative woman by local artist, Dave Young, valued at approximately \$2,900. The donors are Steve and Dana Wetzel of Coeur d'Alene. The art piece would be placed outside of the Coeur d'Alene Public Library, at the northeast corner next to the sidewalk.
3. **"The Idaho Lumberjack,"** (see photo attached) is an approximate 6' tall bronze statue of a lumberjack by local artist, Terry Lee, valued at approximately \$60,000. The donor is Mark Brinkmeyer, dba Idaho Forest Group. The art piece would be placed on the southwest corner of 6th & Front Avenue, next to the "Working Man" and "The Idaho Farmer" sculptures by the same artist.
4. The **"Honey Bumble"** an enameled steel sculpture of a flower and honey bee, similar in appearance and size to the attached photo, approximately 30"x 30"x 24", to be placed in front of the "Honey Eatery" restaurant on Sherman Avenue in Coeur d'Alene. The sculpture will be created by Spokane artist Melissa Cole and Brad McDonald and is valued at approximately \$9,500. The donor is Jerry Dicker of Spokane.

The Arts Commission has reviewed the proposed donations and recommends that they be accepted into the City of Coeur d'Alene's public art collection.

FINANCIAL ANALYSIS: There is no cost to the City for the art pieces themselves, but there will be costs associated with the installation of the pieces, which will be covered by the public art fund. There is a dedicated art maintenance fund to pay ongoing expenses. The art pieces will be included in the City's assets and covered by insurance.

PERFORMANCE ANALYSIS: Donations of quality piece of art are an extreme cost-effective way to enhance and build upon the City's impressive public art collection. Public art can be a change agent for the community. It creates and establishes neighborhood and community identity and also enhances the visual landscape and character of the city. It turns ordinary spaces into community landmarks and promotes community dialogue and, most important, it's accessible to everyone.

DECISION POINT/RECOMMENDATION: Council should approve the donation of "The Valentine," "Enduring Spirit," "The Idaho Lumberjack," and the "Honey Bumble" art pieces to the City of Coeur d'Alene public art collection.



"The Valentine"
Artist: George Lundeen



“Enduring Spirit”
Artist: Dale Young



“The Idaho Lumberjack”
Artist: Terry Lee



Picture #10 "Inspiration and Pollination" ©Melissa Cole

Honey Bumble
Artist: Melissa Cole and Brad McDonald

RESOLUTION NO. 18-041

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE DONATIONS OF THE FOLLOWING ARTWORK TO THE CITY'S PUBLIC ART COLLECTION: "THE VALENTINE" BY GEORGE LUNDEEN, DONATED BY DR. DAVID SCHREIBER; "ENDURING SPIRIT" BY DAVE YOUNG, DONATED BY STEVE AND DANA WETZEL; "THE IDAHO LUMBERJACK" BY TERRY LEE, DONATED BY MARK BRINKMEYER; AND "THE HONEY BUMBLE" BY MELISSA COLE AND BRAD MCDONALD, DONATED BY JERRY DICKER.

WHEREAS, the Arts Commission of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene accept the donations of four pieces of artwork to the City's public art collection, pursuant to terms and conditions set forth in the City Administrator's Staff Report, 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 accept the donations;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City accept the donations of the following artwork, pursuant to the terms and conditions set out in the City Administrator's Staff Report, 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 the terms and conditions to the extent the substantive provisions of terms and conditions remain intact: "The Valentine" by George Lundeen, donated by Dr. David Schreiber; "Enduring Spirit" by Dave Young, donated by Steve and Dana Wetzel; "The Idaho Lumberjack" by Terry Lee, donated by Mark Brinkmeyer; and "The Honey Bumble" by Melissa Cole and Brad McDonald, donated by Jerry Dicker.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and they are hereby authorized to accept the referenced artwork on behalf of the City.

DATED this 7th day of August, 2018.

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 GOOKIN Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

CITY COUNCIL MEETING STAFF REPORT

DATE: August 7, 2018
FROM: Troy Tymesen, City Administrator/Interim Arts Commission Liaison
SUBJECT: APPROVAL OF DONATION OF ART TO THE CITY'S PUBLIC ART
COLLECTION

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The Arts Commission has reviewed the proposed donations and recommends that they be accepted into the City of Coeur d'Alene's public art collection.

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PERFORMANCE ANALYSIS: Donations of quality piece of art are an extreme cost-effective way to enhance and build upon the City's impressive public art collection. Public art can be a change agent for the community. It creates and establishes neighborhood and community identity and also enhances the visual landscape and character of the city. It turns ordinary spaces into community landmarks and promotes community dialogue and, most important, it's accessible to everyone.

DECISION POINT/RECOMMENDATION: Council should approve the donation of "The Valentine," "Enduring Spirit," "The Idaho Lumberjack," and the "Honey Bumble" art pieces to the City of Coeur d'Alene public art collection.



"The Valentine"
Artist: George Lundeen



“Enduring Spirit”
Artist: Dale Young



“The Idaho Lumberjack”
Artist: Terry Lee



Picture #10 "Inspiration and Pollination" ©Melissa Cole

Honey Bumble
Artist: Melissa Cole and Brad McDonald

**CITY COUNCIL
STAFF REPORT**

DATE: August 7, 2018
FROM: Troy Tymesen, City Administrator
SUBJECT: Agreement for Parking Administration

DECISION POINT: Should the City Council approve an Agreement for Parking Administration with the Coeur d'Alene Downtown Association?

HISTORY: Over at least the last 28 years, the City has entered into several agreements with the Coeur d'Alene Downtown Association. By these agreements, the Association has, among other things, managed for the City the Business Improvement District and downtown parking, has partnered with the City to review policies and ordinances to further the interests of the City, has participated in the Parking Commission on behalf of the City, and has facilitated and coordinated with the City for the placement of signs, flowers, and other improvements to the downtown area. The Association has performed these tasks in a professional and competent manner.

The City has also contracted with Diamond Parking, Inc., for the purpose of enforcing City ordinances regarding on-street parking, and in its parking and mooring facilities. However, the City continues to perform many administrative functions related to parking, including the management of its contract with Diamond Parking, handling customer service inquiries and parking appeals, and overseeing collection activities.

The Association has indicated its willingness and ability to assume the City's administrative duties and responsibilities with respect to parking.

FINANCIAL ANALYSIS: Under the proposed Agreement, the City will pay the Association thirty thousand dollars (\$30,000.00) per year. The initial term will be one year, with automatic renewals for two additional one-year terms.

PERFORMANCE ANALYSIS: Because of the significant time and expense incurred by staff in performing the day-to-day administrative tasks related to parking, contracting with a third party to perform those tasks will greatly benefit the City by relieving staff of the time and expense burden for these ministerial tasks.

DECISION POINT/RECOMMENDATION: Council should approve the Agreement for Parking Services with the Coeur d'Alene Downtown Association and authorize the Mayor to sign the Agreement.

RESOLUTION NO. 18-042

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING AN AGREEMENT WITH THE COEUR D'ALENE DOWNTOWN ASSOCIATION FOR THE PERFORMANCE OF ADMINISTRATIVE DUTIES AND RESPONSIBILITIES WITH RESPECT TO PARKING IN THE CITY OF COEUR D'ALENE.

WHEREAS, the City Administrator and Parking Commission of the City of Coeur d'Alene have recommended that the City of Coeur d'Alene enter into an Agreement with the Coeur d'Alene Downtown Association for the performance of administrative duties and responsibilities with respect to parking in the City, pursuant to terms and conditions set forth in the agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into an Agreement with the Coeur d'Alene Downtown Association, 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 7th day of August, 2018.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER ENGLISH Voted _____

_____ was absent. Motion _____.

AGREEMENT FOR PARKING ADMINISTRATION

THIS AGREEMENT is made this 1st day of MAY, 2018, by and between the City of Coeur d'Alene, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, with a principle address of 710 E. Mullan Avenue, Coeur d'Alene, Idaho, hereinafter referred to as the "City," and the Coeur d'Alene Downtown Association, Incorporated, an Idaho Not-for-Profit corporation, with a principle address of 105 N. 1st Street, Suite 100, Coeur d'Alene, Idaho, hereinafter referred to as the "Association."

WITNESSETH:

WHEREAS, the City owns certain parking and mooring facilities, and allows parking on City streets within its jurisdiction; and

WHEREAS, the City has various municipal codes which regulate parking and moorage on City property, including on-street parking, parking lots, and docks; and

WHEREAS, the Association is a business association operating within the boundaries of the City; and

WHEREAS, the City has contracted with Diamond Parking, Inc., to enforce City Ordinances for on-street parking, and its parking and mooring facilities; and

WHEREAS, the City continues to have significant administrative duties and responsibilities with respect to parking, including managing its contract with Diamond Parking, handling customer service and parking appeals, and overseeing collection activities; and

WHEREAS, it would be in the best interests of the City and its citizens, both in terms of cost and time, to contract with a third party to assume its administrative duties and responsibilities with respect to parking; and

WHEREAS, the Association has indicated its willingness and ability to assume the City's administrative duties and responsibilities with respect to parking.

NOW, THEREFORE,

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

SECTION 1. DEFINITIONS.

The following definitions apply to this Agreement:

- A. Facility or Facilities – The City-owned parking lots and garage, the City-owned moorage facilities, and all areas within the City rights-of-way and alleys in which vehicles may be parked.

SECTION 2. TERM. The term of this Agreement shall be one (1) year. The Agreement shall be automatically renewed for up to two (2) additional one (1) year terms, upon the same terms and conditions provided herein, unless either party provides written notice of non-renewal at least thirty (30) days prior to the end of the current term. If either party wishes to modify the terms and conditions of this Agreement for any subsequent term, written notice shall be provided at least thirty (30) days prior to the end of the current term. The parties shall then negotiate in good faith and, if no agreement is reached prior to the expiration of the current term, the Agreement shall terminate at the request of either party or shall be renewed upon the existing terms and conditions.

SECTION 3. DUTIES OF ASSOCIATION. The Association agrees:

- A. To act as the liaison between the City and Diamond Parking for all Facilities.
- B. To facilitate the parking fee/fine collection process with Chapman Financial or such other collection service as the City may designate.
- C. To act as the representative of the City Administration to the City's Parking Commission. In so acting, the Association shall perform duties under the direction of the City Administrator, including but not limited to, recommending modifications to the City's parking Ordinances and fees as may be necessary, recommending enhancements to the system, creating meeting agendas and preparing minutes for the Parking Commission meetings, and attending Parking Commission meetings.
- D. To act as the point of contact for, and respond to, members of the public who have questions, concerns, comments, and complaints about parking, the Facilities, and parking enforcement. To this end, the Association shall maintain adequate staff to respond to complaints in a prompt and courteous manner. A local telephone number shall be listed in a local telephone directory under the Association's name and shall be noted on the citation form used by City and/or Diamond Parking. Complaints will be handled to the City's satisfaction.
- E. To manage and administer the Downtown Employee Parking Pass Program.
- F. To receive, process, and determine parking appeals in accordance with Section 10.27.050, Coeur d'Alene Municipal Code, as designee of the City Administrator.
- G. To participate with the City in negotiations with Diamond Parking, or other providers, regarding the parking services provided by such company.
- H. To provide reports in a form acceptable to, and upon the request of, the City Administrator, detailing the services rendered in the time period requested.

- I. To make available to the City upon request, at reasonable times and in a reasonable manner, all pertinent records and receipts of the Association, and to make copies thereof at the Association's expense.
- J. To maintain, for at least five (5) years, or longer if requested by the City, all documents related to parking administration, including, but not limited to, agendas and minutes, appeal records, and correspondence.
- K. To, at its own expense, maintain liability insurance naming the City as an additional insured in the amount of Five Hundred Thousand and no/100 Dollars (\$500,000.00) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants from whatever cause. The Association also agrees to maintain Worker's Compensation coverage on all of its employees engaged in parking administration. The Association agrees to provide certificates of insurance to the City Clerk showing proof of insurance as required under this Agreement. All policies shall provide at least 30 days' written notice to the City before cancellation and shall be in a form acceptable to the City Attorney.
- L. That the Association and its employees are independent contractors and not employees of the City.
- M. To hold harmless, indemnify, and defend the City for any loss, claim, or action to which it may be put by reason of any act or omission of the Association or its employees except for damages caused by or resulting from the sole negligence of the City or its agents and employees.

SECTION 4. CONSIDERATION.

- A. For all services to be performed under this Agreement, the City shall pay the Association the sum of thirty thousand dollars (\$30,000.00), payable as follows: one twelfth (1/12) of the total sum per month, paid by the 25th of each month for the term of the Agreement.

SECTION 5. NOTICES. Any notice under this Agreement shall be in writing and either personally served or sent by placing such written notice in the United States Mail, properly addressed to the City or the Association at the addresses hereinafter stated, with proper postage affixed.

Notices to the City shall be addressed to the City Clerk and sent to:

710 E. Mullan Avenue, Coeur d'Alene, ID 83814

Notices to the Association shall be addressed to the Manager and sent to:

105 N. 1st Street, Ste. 100, Coeur d'Alene, ID 83814

SECTION 6. CHOISE OF LAWS; VENUE; ATTORNEY'S FEES. This Agreement shall be construed pursuant to the laws of the state of Idaho. Any litigation regarding this Agreement or any of the provisions contained herein shall be brought in the District Court of the State of Idaho, in and for Kootenai County, Idaho. The prevailing party shall be entitled to reasonable attorney's fees, and such statutory costs and expenses as may be set by the court in accordance with the Rules of Civil Procedure.

SECTION 7. CONFLICT OF INTEREST. No officer or employee of the City having the power or the duty to perform any official act or action related to this Agreement shall have or acquire any interest in this Agreement, or solicit, accept, or grant a present or future gift, favor, service, or other thing of value from or to any person involved in this Agreement.

SECTION 8. ASSIGNMENT. This Agreement shall not be assigned by the Association without prior written approval of the City. The City may assign the City's duties and responsibilities, or any portion thereof, to such parties as the City, in its sole discretion, decides.

SECTION 9. NON-DISCRIMINATION. In the performance of this Agreement, the parties shall not discriminate on the basis of race, color, sex, religion, national origin, creed, age, sexual orientation, or gender identity/expression.

SECTION 10. INTEGRATION; MODIFICATION. This Agreement contains the entire agreement between the parties hereto and may not be modified except by an instrument in writing signed by the parties hereto.

SECTION 11. TERMINATION FOR CAUSE. In the event the Association fails, neglects, or refuses to perform any covenant or condition herein required, the City may terminate this Agreement or take such other recourse as may be open to it in law or in equity. In the event of termination, the Association shall remit to the City all funds in the Association's possession which were received in furtherance of this Agreement, less any sums due the Association under this Agreement; PROVIDED, however, that before terminating this Agreement, the City shall notify the Association in writing, describing the facts and circumstances of the default. The Association shall have ten (10) days after such written notice has been placed in the United States Mail addressed to the Association at the address hereinabove stated, with proper postage affixed, within which to remedy the default.

SECTION 12. TERMINATION FOR CONVENIENCE. This Agreement may be terminated by either party upon thirty (30) days' written notice to the other party. Said notice shall specify the effective date of the termination. Within thirty (30) days after such termination, all accounts will be settled and the Association shall provide the City any pertinent records requested.


SECTION 13. SEVERABILITY. If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be invalid, unconscionable, illegal, or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision shall be valid and be enforceable to the fullest extent permitted by law. It is the intention of the parties that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, the provision shall have the meaning which renders it valid.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this contract on behalf of said City, and the Coeur d'Alene Downtown Association, Inc., has caused the same to be signed by its representative, the day and year first above written.

CITY OF COEUR D'ALENE

COEUR D'ALENE DOWNTOWN
ASSOCIATION, INC.

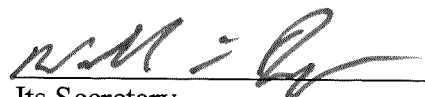
By _____
Steve Widmyer, Mayor Its: President

By TERRY COOPER
Terry Cooper, Manager


ATTEST:

ATTEST:

Renata McLeod, City Clerk



Its Secretary

PUBLIC HEARINGS

MEMORANDUM

DATE: AUGUST 7, 2018

FROM: RENATA MCLEOD, MUNICIPAL SERVICES DIRECTOR/CITY CLERK

RE: FEE INCREASES

DECISION POINT: To approve fee as proposed within the Municipal Services Department fees for an expedited approval of alcohol beverage catering permits, and fees regarding outdoor assemblies and deposits for parade and special event. Additionally, to approve fees within the Planning Department to clarify design review fees and set a fee for design department requests; as well as, to add a fee for special use permit request for cell phone towers and consultant fees; annexation request fee increase; the addition of a de-annexation request fee and cost of surveyor review fee, and an increase in rate of hearing examiner fee,; the Wastewater fees for dumping and sewer stubs, and the Water Department fees for call outs and delinquencies as proposed.

HISTORY: The City is required to hold a public hearing for proposed fees in excess of five percent (5%) pursuant to Idaho Code 63-1311A. While some of the fees listed below are simply being clarified and/or removed, which is not required to be included in the public hearing, it is staff's desire to keep all changes together for ease of tracking all changes. The following is an explanation of the changes for each department and the proposed fees.

MUNICIPAL SERVICES: The following fees have previously been referenced through the Municipal Code and should be moved to the fee Resolution for better tracking. The addition to violation section makes it easier to find then looking it up in the Municipal Code.

ALCOHOL BEVERAGE CATERING PERMITS:

- Expedited Processing fee: \$50.00

OUTDOOR ASSEMBLY: \$100.00 for every one hundred (100) persons expected for each event

OUTDOOR ASSEMBLY: BOND/SECURITY

- For gatherings of 1 to 5,000 persons, a \$5,000.00 cash or surety bond, or \$10,000.00 if any other security is provided;
- For gatherings of 5,000 to 10,000 persons, a cash or surety bond of \$10,000.00, or \$15,000.00 if any other security is provided;
- For gatherings of 10,000 to 15,000 persons, a cash or surety bond of \$15,000.00, or \$20,000.00 if any other security is provided;
- A security to be raised in increments of \$5,000.00 for each additional 5,000 persons expected.

PARADE/SPECIAL EVENT SECURITY DEPOSIT:

- Event Category High \$1,000.00
- Event Category Medium \$500.00

- Event Category Low \$100.00

VIOLATIONS

Parade and Special Event-

- Violations/Civil Penalty: \$100.00

PLANNING DEPARTMENT: The Planning Department is requesting a few clarifications, increases, decreases, and deletions to the Fee Schedule to account for staff time in processing applications and development requests, delete unnecessary fees, and to pass along the cost of outside consultant assistance necessary in processing technical applications such as Cell Towers and De-Annexation requests. The proposed amendments include: clarifying when a request is for Design Review Commission versus Administrative Review; adding a fee for Administrative Review of up to two Design Review Departures and alterations; clarifying that the fee for a Hearing Examiner is per issue to be consistent with other areas of the Fee Schedule; rolling the Final Development Plan fee of \$300.00 into the application fee of \$600.00 for Planned Unit Development Request; adding a fee for Special Use Permits for Cell Towers that would pass along the actual cost of an outside consultant to the applicant when assistance is needed in processing the application; increasing the Annexation Request by \$100 but decreasing the Legal Preparation of Annexation Agreement by \$200 for a net savings to applicants of \$100; adding a fee for De-annexation Requests, which passes along the actual costs of an outside surveyor's technical review of legal descriptions and maps to ensure that the County will accept the de-annexation and that the city limits description is valid; increasing the Hearing Examiner fee under Subdivision by \$50 to be consistent with other Hearing Examiner fees in the Fee Schedule; separating out the Short Plat and Condo Plat requests for clarification but keeping the fees the same.

DESIGN REVIEW FEE

- Design Review Commission Request (~~3 meetings with DRC~~) \$400.00
- Appeal of Design Review Commission Decisions \$200.00
- Design Departure Request (Administrative Review) \$100.00*
- *Includes up to two design departures.
- Design Review Commission Minor Alteration/Modifications \$200.00

ZONING & ANNEXATION ADMINISTRATION FEES

- Hearing Examiner \$ 200.00/issue
- Interpretation \$200.00
- Planned Unit Development Request ~~\$ 600.00~~ \$900.00
- ~~Final Development Plan~~ \$ 300.00
- Special Use Permit Request for Cell Tower \$400.00 + Actual Cost of Outside Consultant*

*Includes administrative and overhead costs of consultant if needed to process application.

- Annexation Request ~~\$700.00~~ \$800.00
- Legal Preparation of Annexation Agreement ~~\$1,000.00~~ \$800.00
- De-annexation Request \$700.00 + Actual Cost of Surveyor Review**

** Includes time for city contracted surveyor to verify map and legal description accuracy.

SUBDIVISION FEES

Hearing Examiner when used	\$150.00 <u>200.00</u> /issue
Short Plat Request/ <u>Condo Plat</u> (Condo / <u>M</u> inor subdiv. 1-4 lots Condo Plat)	\$500.00

WASTEWATER DEPARTMENT: The Huetter Interceptor fee is a historical fee that may have come forward through a past agreement and should be included in the fee resolution. The removal of fees are due to being antiquated and are no longer applicable.

LIFT STATION SURCHARGE FEE

Huetter Interceptor Fee	<u>\$650.00/ERU</u>
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Removal of the Following Fees:

SEWAGE DUMPING FEES

Tank Carrier Licenses

<u>500 Gallon Capacity</u>	<u>\$35.00</u>
<u>Over 500 Gallon Capacity</u>	<u>\$45.00</u>

Dumping Fee

<u>Per Hundred Gallons</u>	<u>\$20.00</u>
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SEWER STUB FEES

<u>Sanitary Sewer Stub Fee</u>	<u>\$765.00</u>
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WATER: The fee increases will cover standard work order rate for personnel and equipment.

Call Out Water Services

- Normal Working Hours:
 - Special meter reading \$3025.00
- Off-Hours:
 - Non-Emergency Turn On/off
 - for Customer service ~~owned~~ lines repairs \$80.00
 - Emergency Turn On/Off
 - for Customer service ~~Owned~~ Line repairs \$40.00

Delinquent Utility Charges

- Tag Fee \$3025.00
- Overdue Backflow Assembly Test Tag Fees \$3025.00
- Shut Off Fee \$3025.00

Improper Operation of Water Facilities Fee

- First offence: Verbal Warning

Removal of Penalty section as follows:

~~Penalty: Failure to submit completed log sheets~~

- ~~• 1st month completed log sheet not turned in by the due date
(no later than the 1st of every month): \$ 40.00~~
- ~~• 2nd month completed log sheet not turned in
by the due date: \$ 80.00~~
- ~~• 3rd (and subsequent) month(s) completed log
sheet not turned in by the due date: \$120.00~~

FINANCIAL: The fees will cover city costs, no revenue is projected.

DECISION POINT/RECOMMENDATION: To approve fee as proposed for Municipal Services, Planning, Wastewater and Water Departments.



FEES

**Required to be approved by Public
Hearing if increased 5% or more**



Municipal Services

- **Expedited Processing Fee for Catering Permits**
- **Outdoor Assembly fees bond/security**
- **Parade and Special Event Security Deposits/violations**



Planning Department

- **Clarifications to the Design Review Costs with the addition of Design Departure and Minor Alteration/Modification fees**
- **Addition of an interpretation fee and an increase in the Planned Unit Development Request fee to include the final development plan fee that is now removed.**



Planning Department

- **Addition of Cell Tower SUP fees to include additional consultant costs if needed, increase in annexation fees, reduction of legal annexation agreement preparation fees, new fee for de-annexation requests, increase in hearing examiner fee**



Wastewater

- **Inclusion of the Huetter Interceptor Fee;**
- **Removal of several fees regarding sewage dumping and sewer stub fees**



Water Department

- **Increase to the Call out water service fee and clarifications so other call out categories**
- **Increase to delinquent utility charges**
- **Removal of the penalty section regarding log sheets**



RESOLUTION NO. 18-043

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

WHEREAS, the City of Coeur d'Alene is authorized by law to establish reasonable fees for services provided by the City or administrative costs incurred by the City; and

WHEREAS, the City Council has determined that reasonable adjustments to certain City Fees are necessary; and

WHEREAS, the proposed fees are reasonably related to, and do not exceed, the actual cost of the services rendered; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that the following new and adjusted fees shall be established;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council that the following new and adjusted fees are adopted as indicated.

MUNICIPAL SERVICES:

ALCOHOL BEVERAGE CATERING PERMITS:

- Expedited Processing fee: \$50.00

OUTDOOR ASSEMBLY: \$100.00 for every one hundred (100) persons expected for each event

OUTDOOR ASSEMBLY: BOND/SECURITY

- For gatherings of 1 to 5,000 persons, a \$5,000.00 cash or surety bond, or \$10,000.00 if any other security is provided;
- For gatherings of 5,000 to 10,000 persons, a cash or surety bond of \$10,000.00, or \$15,000.00 if any other security is provided;
- For gatherings of 10,000 to 15,000 persons, a cash or surety bond of \$15,000.00, or \$20,000.00 if any other security is provided;
- A security to be raised in increments of \$5,000.00 for each additional 5,000 persons expected.

PARADE/SPECIAL EVENT SECURITY DEPOSIT:

- Event Category High \$1,000.00
- Event Category Medium \$500.00
- Event Category Low \$100.00

VIOLATIONS

Parade and Special Event-

- Violations/Civil Penalty: \$100.00

PLANNING DEPARTMENT:

DESIGN REVIEW FEE

- Design Review Commission Request (3 meetings with DRC) \$400.00
- Appeal of Design Review Commission Decisions \$200.00
- Design Departure Request (Administrative Review) \$100.00*
- *Includes up to two design departures.
- Design Review Commission Minor Alteration/Modifications \$200.00

ZONING & ANNEXATION ADMINISTRATION FEES

- Hearing Examiner \$ 200.00/issue
- Interpretation \$200.00
- Planned Unit Development Request ~~\$ 600.00~~ \$900.00
- Final Development Plan ~~\$ 300.00~~
- Special Use Permit Request for Cell Tower \$400.00 + Actual Cost of Outside Consultant*

*Includes administrative and overhead costs of consultant if needed to process application.

- Annexation Request ~~\$700.00~~ \$800.00
- Legal Preparation of Annexation Agreement ~~\$1,000.00~~ \$800.00
- De-annexation Request \$700.00 + Actual Cost of Surveyor Review**

** Includes time for city contracted surveyor to verify map and legal description accuracy.

SUBDIVISION FEES

Hearing Examiner when used ~~\$150.00~~ 200.00/issue
Short Plat/Condo Plat Request \$500.00
(Condo/Minor subdiv.1-4 lots Condo Plat)

WASTEWATER DEPARTMENT:

LIFT STATION SURCHARGE FEE

Huetter Interceptor Fee \$650.00/ERU

Removal of the Following Fees:

SEWAGE DUMPING FEES

Tank Carrier Licenses

500 Gallon Capacity \$35.00

Over 500 Gallon Capacity \$45.00

Dumping Fee

Per Hundred Gallons \$20.00

SEWER STUB FEES

Sanitary Sewer Stub Fee \$765.00

WATER DEPARTMENT:

Call Out Water Services

- Normal Working Hours:
 - Special meter reading \$~~3025.00~~
- Off-Hours:
 - Non-Emergency Turn On/off
 - for Customer service owned lines repairs \$80.00
 - Emergency Turn On/Off
 - for Customer service Owned Line repairs \$40.00

Delinquent Utility Charges

- Tag Fee \$3025.00
- Overdue Backflow Assembly Test Tag Fees \$3025.00
- Shut Off Fee \$3025.00

Improper Operation of Water Facilities Fee

- First offence: Verbal Warning

Removal of Penalty section as follows:

~~Penalty: Failure to submit completed log sheets~~

- ~~1st month completed log sheet not turned in by the due date~~
~~(no later than the 1st of every month):~~ ~~\$ 40.00~~
- ~~2nd month completed log sheet not turned in~~
~~by the due date:~~ ~~\$ 80.00~~
- ~~3rd (and subsequent) month(s) completed log~~
~~sheet not turned in by the due date:~~ ~~\$120.00~~

BE IT FURTHER RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the fees, as set forth above, are hereby adopted, effective immediately.

DATED this 7th day of August, 2018.

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 MILLER Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER ENGLISH Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.