

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 E - Public Comments** is identified by the Mayor. The Mayor and Council will not normally allow audience participation at any other time.

December 3, 2019, 6:00 p.m.

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Pastor Kevin Schultz, The Vine Church

C. PLEDGE OF ALLEGIANCE:

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

E. 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.)

F. ANNOUNCEMENTS:

1. City Council
2. Mayor

*****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 November 19, 2019 Council Meeting.
2. Approval of Bills as Submitted.
3. Approval of the General Services Committee meeting Minutes from November 25, 2019.

4. Setting of General Services and Public Works Committees meetings for Monday, December 9, 2019 at 12:00 noon and 4:00 p.m. respectively.
5. Approval of a cemetery repurchase from Edward and Susan Leach, lot 5, Block 46, Section A, Forest Cemetery.

As Recommended by the City Clerk

6. **Resolution No. 19-059 -**

- a. Approval for the Police Department to apply for and accept a 2018 JAG Grant for the purchase of 33 Cradlepoint IBR-900 with 5 years of Netcloud Management in the amount of \$39,600.00.

As Recommended by the Police Chief

- b. Approval to purchase a New 2020 Tandem Axle 12-yard Dump Truck through a piggyback bid with the City of Sandpoint.

**As Recommended by the Streets and Engineering Director,
Pursuant to the City's procurement policy (Res. 17-061)**

- c. Approval of a Contract with Specialty Pump Service, Inc., for the Honeysuckle Well Pump Rehabilitation Project.
- d. Approval of a Memorandum of Understanding with the Riviera Walk at Riverstone Home Owners Association for the purpose of installing irrigation lines and maintaining a beautification area in city property.

As Recommended by the General Services Committee

H. OTHER BUSINESS:

1. Naming of an area within Person Field as "Ron Edinger Park."

Staff Report by: Bill Greenwood, Parks & Recreation Director

2. Acceptance of Canvassed Election Results

Pursuant to the November 5, 2019 Election

3. **Resolution No. 19-060 -** Approval of the purchase of a replacement generator for City Hall for the amount of \$48,878.00.

Staff Report by: Renata McLeod, Municipal Services Director/Troy Tymesen, City Administrator

4. **Resolution No. 19-061 -** Approving an agreement with Diamond Parking, Inc., for parking services management.

Staff Report by: Troy Tymesen, City Administrator

5. **Council Bill No. 19-1018** – An Ordinance approving the urban renewal plan for the Health Corridor Urban Renewal Project, which plan includes revenue allocation financing provisions.

Council Agenda Item from November 19, 2019 Council Meeting

6. **Resolution No. 19-062** – Approval of Purchase of Donald Cadden Statue, “Open Arms,” in the amount of \$7,100.00.

Staff Report by Troy Tymesen, City Administrator

7. **Resolution No. 19-063** – Approving the City of Coeur d'Alene Employee Benefits Trust Irrevocable Trust Agreement.

Staff Report by Troy Tymesen, City Administrator

I. ADJOURN



Coeur d'Alene

CITY COUNCIL MEETING

December 3, 2019

MEMBERS OF THE CITY COUNCIL:

Steve Widmyer, Mayor

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

ANNOUNCEMENTS

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

NOVEMBER 19, 2019

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, November 19, 2019 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

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

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

Mayor Widmyer noted that there was a recent controversy over an art piece and he wanted to clarify that the City has a great art program. He thanked the Arts Commission members for their service and clarified that the Commission members followed existing policies that were set forth by the Mayor and Council. He commented that he was disappointed that differences of opinion can't be expressed with civility. He asked that if the Council wanted to amend the policies and/or guidelines that they should provide their input to City Administrator, Troy Tymesen, who will carry it forward to the Arts Commission. Councilmember McEvers stated that in the beginning of the collection of art, the highest controversy was the "Feathers" on Northwest Boulevard, and he has learned that if people are talking about the art, it accomplishes its mission. He said that he has witnessed the negative attacking of the members of the Commission before. Councilmember Edinger said that the Mayor did the right thing to take the piece down.

INVOCATION: Pastor Dave Hoit with the Prairie Ave. Christian Center provided the invocation.

PLEDGE OF ALLEGIANCE: Councilmember McEvers led the Pledge of Allegiance.

PUBLIC COMMENTS:

David Pesaro, Coeur d'Alene, said that he has been a resident over the past 8 years and has made a previous public comment requesting electronic payment for water and sewer bills payment and noted that he is disappointed that it has not been implemented. He said that he provided examples of three Idaho cities that do electronic billing and payment and believes that the Lewiston example was easy to implement. He also requested the review and revamp of the policy approved by Resolution 06-033 regarding food and alcohol service on Sherman Avenue

and commented that he walks with his 87-year old mother along Sherman Avenue and there have been serious safety concerns with the amount of stuff in the walkway. He believes that there is a lack of code enforcement, and a lack of adequate space, as the 42" clear path is not enough and a height impediment is not included in the policy. Additionally, he believes that the liability insurance requirement does not protect the city. He requested the policy be reviewed before the next season. Councilmember Gookin said that he has talked with the City's Comptroller and the City would have to charge for the electronic payment and noted that the City of Lewiston eats the cost. Mr. Tymesen said that the City uses a different billing software than Lewiston, and the City's vendor is working on a solution.

Ron Deady, Post Falls, said that he has served in the military and is a psychotherapist that worked for the California state prison system. His job was to rehabilitate prisoners and virtually all went back to crime. He created a process that acknowledged that prisoners can't make it on their own, so they would be connected with a mentor; however, it didn't get passed due to the parole board. Based on his experience, Mr. Deady said that he would say "no" to the transition center, and noted that he saw a difference in Lancaster, California where they placed a center. It wasn't just the prisoners that relocated but it also included their families and kids that grew up with the prison system as an influence and he would hate to see it happen here. Mr. Deady said that he recommends the City take a stand against the facility. Councilmember Miller asked if Mr. Deady had any experience in regard to minimum-security prisons. He noted that he was involved in all four levels at the prison; but mostly level four, and didn't see a lot of difference between the levels.

Randy Colbert, Coeur d'Alene, complimented the Planning and Zoning staff members for bringing forward the Coeur d'Alene board game that simulates development of the community. He was impressed with their knowledge and dedication.

Jennifer Drake, Coeur d'Alene, said that she is the current chair of Arts Commission; however, she noted that she was making her own comments tonight. She said that she is a fourth-generation resident, and has spent most of her adult life actively engaged in the betterment of the community. She noted her disappointment in the rapid removal of the public art piece and the manner in which it was handled. She explained that she has studied Soviet and post-Soviet politics history at one of the top international relations colleges in the world, and expressed her defense of the process under which the Arts Commission functions and her opposition to the immediate removal of the piece entitled Marker #11. She read the artist statement on the piece that made reference to the coal industry and the major players throughout the world and that it was not intended to make a statement or take sides but, rather, to encourage discussions about coal and whether its use should continue. She noted that Marker #11 was installed in 2017 and has been sitting there ever since, without comment, until this week, when a conspiracy-focused YouTube channel post was made. Since the posting, hateful comments and death threats have been made toward the Commission members. The vocal minority has not requested an explanation of the artist's intent. The City has not defended the Art Commission, nor contacted her as the Arts Commission chair, which she felt was disrespectful and undermined the Arts Commission. She believes it is harmful to the function of the Commission and that it was an extremely minority opinion that caused such a reaction. She commented that the Riverstone art pieces went through a very public process, and questioned why in a few days Marker #11 was

immediately removed, which was disheartening. She expressed concern about the reaction toward the Commission members and that the threats were acceptable and felt it was a detriment to the community and way of life.

Blair Williams, Coeur d'Alene, said that she grew up in Hayden Lake and has a Degree in Arts Administration and has been working in arts for 30 years. She serves as a board member for the CDA Arts and Culture Alliance, and a commission member on the Idaho Commission of the Arts, and has held many volunteer positions during her arts career. She noted that she was not speaking on behalf of those organizations; but, rather, for herself. She commented that she carries forward the legacy of Steve Gibbs and the Art Spirit Gallery. In an effort to promote art; specifically, regional art and the conversation associated with art, she wanted the community to know that it has been a success culturally and economically. The Art Spirit Gallery brings in \$300,000 back to the hands of artists annually. Supporting a creative economy is important and she noted her support of Jennifer Drake and Arts Commission. She feels the community can agree to disagree, and referenced an art controversy that the gallery had last year involving a specific piece of art they had displayed for three years. One day a couple came into the gallery and felt it was blasphemous, and the same type of public outcry happened. It was in the Press, there were phone calls, and death threats. The gallery decided to keep the piece on display and conversed with everyone in opposition. She encouraged the Council to consider that, while they are feeling the stress and the pain of those pieces, that there are many in support of them. She hopes the City would consider talking about controversial pieces rather than just removing them.

2019-2020 ANNUAL SNOW PLAN - Streets and Engineering Superintendent Tim Martin gave a brief update on the status of the fall leaf pick-up program, noting that they are about halfway through and have loaded over 500 truckloads. He noted that sometimes there are leaves on the street for a period of time after the trucks have done the removal; and assured the community that while the sweepers take a while to get into the areas, they will continue sweeping the streets until the snow flies. They plan to complete leaf pick-up next week. Mr. Martin noted that the largest change to the Snow Plan is to include newly added streets and subdivisions. A full city-wide plow can be accomplished in average of 29.5 hours. Plowing routes and priority continue to be hospital access (Ironwood Dr.)/emergency vehicle access areas; major arterials (Northwest Boulevard, Downtown, Appleway, 3rd, 4th, 15th, etc.); dangerous hills and curves (Cherry, Tubbs, Armstrong Park, etc.); secondary arterials (7th, North 4th, Honeysuckle, Atlas, includes Julia 911 center etc.); school bus routes; improved residential streets; and then cul-de-sacs. He noted that bare pavement is not the goal of snow removal but, rather, to provide a drivable surface, and he clarified that the City does not plow snow from alleys. He encouraged residents to keep vehicles off the street directly after a storm and to clear their sidewalks and help their neighbors. He noted that the name the storm contest theme is "Names of Cities in Idaho," which means the first official storm will be named "American Falls."

DISCUSSION: Councilmember Miller asked if there are resources for citizens with buried cars in the street that have physical limitations. Mr. Martin noted that in the past they leaned on the Senior Center; however, the center is having difficulty finding help. He said that the Sheriff's office has some help and that the department will help out where they can. Councilmember Miller thanked them for their great work. Councilmember Gookin expressed concern about the abandoned cars and trailers that are often left on the street, and questioned if there is anything

that can be done to motivate their removal. Mr. Martin said that he would like bring a code amendment and/or policy to the Council that would supersede the currently required 24-hour notice. As they encounter abandoned vehicles, staff is noting the addresses and making contact now, in hopes to avoid it being left during the winter.

MOTION: Motion by McEvers, seconded by Edinger to approve the 2019-2020 Snow Plan.
Motion carried.

COUNCIL COMMENTS:

Councilmember Miller noted that parking proposals for the management of the city parking program have been submitted and that a review committee will meet next Monday. She hopes a recommendation will be made at the next Council meeting.

Councilmember English noted that he has knowledge and experience regarding release centers and will be publishing a "My Turn" column in the Press soon with factual information and requests the community keep an open mind. He said that they are a long way from making final decisions and will not force it on a community. Those at the release center would be from our community originally, so they would be coming back to our community in one way or another.

Councilmember Gookin said that he is the liaison to the KMPO, which deals with transportation. He noted that traffic tends to back up and it is more about a lack of funding; rather than growth. The good news is that the local Chambers of Commerce are reviewing a local method to accelerate the funding of projects and hopes to bring more forward soon. He reiterated that there are plans in place, but a lack of funding.

Councilmember Edinger suggested that the Mayor send a letter to the Coeur d'Alene High School football team congratulating them and wishing them luck at their Friday night championship game at the Kibbie Dome.

Mayor Widmyer requested the appointment of Johnathan Mueller, Anneliese Miller, and Alexandria Marienau for a 3-year term, Robert Singletary, David Walker, and Lisa Straza for a 2-year term, and Walter Burns, Courtney Beebe, and J.A. (Sandy) Emerson for a 1-year term to the Historic Preservation Commission and appoint Ronan Malaghan as Student Representative and Gracie Messier as Alternate Student Representative to the Pedestrian & Bicycle Advisory Committee.

MOTION: Motion by Edinger, seconded by Miller to appoint Johnathan Mueller, Anneliese Miller, and Alexandria Marienau for a 3-year term, Robert Singletary, David Walker, and Lisa Straza for a 2-year term, and Walter Burns, Courtney Beebe, and J.A. (Sandy) Emerson for a 1-year term to the Historic Preservation Commission and appoint Ronan Malaghan as Student Representative and Gracie Messier as Alternate Student Representative to the Pedestrian & Bicycle Advisory Committee. **Motion carried.**

CONSENT CALENDAR: Motion by McEvers, seconded by Gookin, to approve the Consent Calendar, including **Resolution No. 19-057**.

1. Approval of Council Minutes for the November 5, 2019 and November 12, 2019 Council Meetings.
2. Approval of Bills as Submitted.
3. Approval of Financial Report.
4. Setting of General Services and Public Works Committees meetings for Monday, November 25, 2019 at 12:00 noon and 4:00 p.m. respectively.
5. Approval of a Cemetery lot repurchase from Andrea L. Brands, Lot 120, Section H, Forest Cemetery Annex.
6. As Recommended by the City Clerk
7. **Resolution No. 19-057** – A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVING AGREEMENTS FOR MAINTENANCE/WARRANTY OF SUBDIVISION AND LANDSCAPE IMPROVEMENTS, FINAL PLAT, AND SECURITY TO COMPLETE IMPROVEMENTS FOR THE SUBDIVISION KNOWN AS "THE TRAILS" (S-5-14) AND APPROVING THE PURCHASE OF A DURA PATCH MACHINE FOR THE STREET DEPARTMENT.

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

LEGISLATIVE PUBLIC HEARING FOR THE ADOPTION OF URBAN RENEWAL PLAN FOR THE HEALTH CORRIDOR DISTRICT WITH IGNITE CDA.

Mayor Widmyer recused himself and turned the meeting over to Council President McEvers.

STAFF REPORT: ignite, CDA Executive Director Tony Berns provided a history of the redevelopment agency, the terms of the existing districts, and provided a geographical presentation of the current districts and proposed health corridor district. He noted that their mission is to bring together resources to achieve Coeur d'Alene's vision of a diverse, sustainable community with healthy neighborhoods, a vibrant central city, a strong regional economy, sustainable, superior public open spaces, and quality jobs and housing for all. In accordance with that mission, he noted the 2019 strategic priorities for the agency, including the creation of the health corridor district. Mr. Berns explained that the review of the district began in 2017, then proceeded with an eligibility report in 2018, and a master plan and economic feasibility study this year. At the October 9, 2019 ignite meeting the draft urban renewal plan was approved, with the Planning Commission approval taking place on November 18, 2019. The long-term public benefits include mobility improvements, infill densification, mixed use development, neighborhood stabilization, and the creation of new public space. Some of the justification for redevelopment includes taking a proactive role in shaping the community, preserving and attracting jobs, growth of the tax base, attracting private investment, and accommodating changing market conditions. He reviewed the public input process that took place over the past five months. Mr. Berns noted that some of the keys to implementation will include a response to market demand, partnership with the hospital and private development,

parking, and early project successes. He reviewed the potential resources and expenditures for the district. He noted that in the event the district does not move forward there would be potential that development would not optimize sites, could take considerably longer and be more costly, development could stagnate and be more challenging related to traffic and building vacancies, there would be less funding for community benefits and missed opportunities to increase future tax base for overlapping districts.

DISCUSSION: Councilmember Gookin questioned why the plan notes fifty years to accomplish items, while the district is only good for twenty years and wondered if the plan can be accomplished within the twenty years. Mr. Berns explained that they can't afford to do the fifty-year enhancements, as they can only afford the first twenty-years of projects, mostly due to the parking structure need. Councilmember English asked what Kootenai Health's role is in the funding. Mr. Berns noted that they are proposing payment in lieu of taxes, estimated at \$7.3 Million over the 20-year horizon and also contributing to street development and open space. Councilmember Gookin noted that he agrees with many of the projects; however, he expressed concern regarding the lack of specificity in the plan. He also questioned the language that states if the City tries to modify the plan, it has to obtain permission from the creditors should the agency have any debt. Mr. Berns explained that they have had these issues arise in the past and if there is a modification to the financial instruments, they have to seek the creditor's permission and/or enter into a new agreement with that financial institution. He noted on page 113 of the Master Plan document there is a list of specific items by year, outlining the projects over the twenty years. Councilmember Miller asked for clarity regarding the financial obligations and the City's limit to make amendments and if the section binds future councils. Legal Counsel for ignite, Danielle Quade, explained that they cannot bind future councils; rather, the section is an acknowledgement that the plan calls for the district to borrow money and that it is a requirement from the lending institutions and ability of the agency to repay debt. Councilmember Gookin asked if the inability of the Council to make amendments affects small changes like the addition of a traffic signal somewhere. Ms. Quade noted that the Council can come forward and make a request to the Board to add it through a plan modification but there is still a need to balance funding to repay debt.

Councilmember Miller asked for clarity regarding Section 8 that notes the City would not allow the Council to designate itself as an agency board. Ms. Quade explained that it is intended to distinguish that the Board and Council are separate legal entities. Councilmember Gookin asked for clarification regarding vacant and underused property, and obsolete buildings and questioned why they are not specifically listed in the plan. Mr. Berns explained that it would depend on what public improvements are taken in the future; for example, the straightening of Ironwood Drive. During the project period they would look for underutilized property and did not include a master list in the master planning exercise. Councilmember Gookin questioned the road demonstrated in a location where the senior center currently exists. Mr. Berns noted that the map is an optimistic mobility design and clarified that they will have to work around properties that will be for sale. Councilmember Gookin reiterated that he feels the plan is vague because they provide maps that may or may not be completed. Mr. Berns noted that they have provided the best of what and when projects may arise, and noted that they cannot give specifics on how much something will cost 10 years from now. He said that feasibility study Table 9, note preliminary phase years 1-3 projects and funding, then on page 10 it outlines years 4-7, again listing projects

and funding amount, then Table 11 outlines years 8-15 projects and prices and the final phase of years 16-20 projects and price tag.

Councilmember Gookin asked about the intent to use eminent domain, as it is noted within the plan as the district is authorized to do so. Mr. Berns explained that the Board has had power since 1997, and has never used it and always looks to the open market to acquire property. He noted that he cannot say they will never use it, as they have the authority. Ms. Quade reiterated that she does not expect it to be used under the current Board, but it is a power they have. Councilmember Gookin noted the non-conforming uses part is noted within the participation section and should not be there. Ms. Quade explained it is included in the event a property owner was seeking some sort of redevelopment benefit. Councilmember Miller questioned the relocation element, and if the agency has the ability to fund relocation and if it has ever been done. Ms. Quade noted that it is under the heading of owner participation agreement, meaning a financial incentive to help pay for public improvements and confirmed that they have agreed to cover costs in a residential property that takes place over time, such as at the Ice Plant project. Mr. Berns noted an example of avoiding eminent domain occurred at the parking garage project location, as they purchased properties as they became available, and it came down to the last piece, who they worked with generously.

Councilmember Miller asked if the original health corridor footprint was larger. Mr. Berns confirmed that it included more area within the residential neighborhood, the Garden Hotel area, and some parcels in the Lake District. Councilmember Miller noted that she believes the community is looking for affordable places for service workers to live, and wondered if that could be included in plan. Mr. Berns confirmed it can be within the plan and that they understand the missing middle and strive to provide affordable housing within districts and when opportunities arise they work with them. Councilmember Miller asked if the agency has the ability to work with entry-level home ownership and if the plan can encourage it. Ms. Quade noted that she does not believe it is prohibited, and that typically they would work with a developer and there are tax credit subsidies for home ownership. Mr. Berns noted that the language can be added; however, he is not sure how they can bring it to fruition.

Councilmember Gookin noted that on page 9 of the Feasibility Study, Table 6 outlines an economic forecast and wondered if it included the conservative approach of anticipating a recession. Mr. Berns confirmed that they do not know what or when it will happen; however, their approach has been conservative. Councilmember Gookin noted that the city contributions are noted to include storm water enhancements, open space, and Ironwood Drive and wanted clarification of what that includes. Mr. Tymesen noted that the funding will be in the 2023 plan and is intended to work on the storm water redevelopment in the area and the other income streams are an opportunity in that area over the years. One could be local option from the registration fee being proposed and some could be in the form of a park. He noted that this information is within the planning documents and funding would be brought forward on an annual basis.

PUBLIC COMMENTS: Councilmember McEvers opened the meeting for public testimony.

Steve Wilson, Coeur d'Alene, noted that he hopes the Council would be open to the economic opportunities within the corridor. He does not believe it is realistic to expect total specificity in a long-range plan.

Jeremy Evans, Coeur d'Alene, noted he is the Executive Vice President of Operations at Kootenai Health. In the Council packet there was a Board resolution, from Kootenai Health, in support of the urban renewal district. He noted that they have been an active participant and supporter of the health corridor master plan and feasibility study. They believe that continued investment in the infrastructure aids their neighbors, will foster continued job growth and will bring a significant economic return for the community. They understand that they will be asked to fund a portion as outlined in the documents.

Elaine Price, Coeur d'Alene, spoke in opposition as she is concerned about having four districts at the same time and worries about how it will affect the future of taxes. In reading the report, she noted that the hospital felt they were being price gouged and is concerned about eminent domain. She noted that she would like clarification regarding the \$300,000 base price, and that the newspaper noted a different base value of \$117,000. She also wondered if the residential areas will be left alone.

Eileen Johnson, Coeur d'Alene, said that she would like to note that bigger is not necessarily better and this is too much. She cannot believe Kootenai Health would be enlarged in such a way. She wondered why they can't have another campus far north, and felt this would disrupt a lot of people. She wants to have choice in health care as she does not want Kootenai Health to be the only choice. She requested that the council vote no and expressed concern about the conflict of Councilmember English sitting on the ignite board.

David Passero, Coeur d'Alene, noted he is more neutral but leaning toward being against the corridor. He wants the Council to proceed with caution and believes the hospital is getting off easy and they will be benefiting greatly. He is concerned about the hospital being able to tax. He confirmed that traffic is bad on Ironwood and Highway 95 and the Lincoln Way intersection, and feels the traffic flow would be increased even more. Mr. Passero also noted that affordable home ownership is a concern.

Derek Miller, Coeur d'Alene, said that he is the Executive Director of Facilities and Support Services for Kootenai Health. He clarified that the hospital is not getting off easy, as this is a health care corridor plan, which will include widening streets, additional bike trails, improving access through the corridor, in addition to the hospital expansion plans they will be completing over the years at their own expense. He believes it is important that they have a corridor with complementary uses, such as missing middle, and how people get through the corridor area and how to decrease ambulance time to the campus.

DISCUSSION: Councilmember McEvers asked Mr. Evans if the hospital can tax. Mr. Evans confirmed that the hospital can tax; however, they have chosen not to do so since 1995 and they have no desire to do so. Councilmember McEvers asked about the taxes paid on buildings within the hospital campus. Mr. Evans explained that certain buildings are tax exempt; however, several buildings are leased and the property owners pay taxes on those properties.

Councilmember Gookin noted that the base value of the district will be set by the County at the time the district is created. Councilmember English said that we would all like a lot of certainty and that is why it is a plan not written in stone. Things may change over time, such as the economy or people who want to sell later. The hospital is a community hospital, which is a dying breed and should be looked at as an asset in the community. Councilmember English further noted that nobody can promise eminent domain will never be used, but he cannot imagine a reason for it to be used, and that law can be changed at a state level.

Councilmember McEvers asked Mr. Berns to clarify information regarding the base value and if there is an issue with having four districts open. Mr. Berns confirmed that the County will set the value at the time the district is created and that a city can have as many districts as they would like, as long as they don't exceed 10% of the valuation of the city. Mr. Berns also clarified that the plan notes that the existing neighborhoods are left as is, other than including traffic calming techniques. Councilmember Evans noted that during the community workshops the neighbors participated and were active and vocal in the process of protecting and improving the neighborhoods. Mr. Berns also clarified that as the district matures the values of the property will increase with improvements, and the first step will be a traffic study. Councilmember McEvers asked if the district's debt will include local bank loans, that are paid back over time. Mr. Berns noted that they can also borrow from another urban renewal agency, which they did for the Atlas District. Discussion ensued regarding the authority of eminent domain and what authority level the Council has. Ms. Quade clarified that the Agency has statutory authority. Councilmember McEvers would like to make it be known that they do not want them to use eminent domain. Councilmember Evans said that she would support the Council making its wishes known.

MOTION: Motion by Gookin, seconded by Miller to encourage the Urban Renewal Agency to not use eminent domain and to prioritize entry-level housing ownership. **Motion Carried.**

Council President McEvers asked the Clerk to read the title once and table the item until December 3, 2019.

COUNCIL BILL NO. 19-1018

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO, APPROVING THE URBAN RENEWAL PLAN FOR THE HEALTH CORRIDOR URBAN RENEWAL PROJECT, WHICH PLAN INCLUDES REVENUE ALLOCATION FINANCING PROVISIONS; AUTHORIZING THE CITY CLERK TO TRANSMIT A COPY OF THIS ORDINANCE AND OTHER REQUIRED INFORMATION TO COUNTY AND STATE OFFICIALS AND OTHER TAXING ENTITIES; PROVIDING SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR PUBLICATION OF ORDINANCE OR SUMMARY THEREOF; AND PROVIDING AN EFFECTIVE DATE.

RECESS: Councilmember McEvers called for a 5-minute recess at 8:25 p.m. The meeting resumed at 8:31 p.m.

LEGISLATIVE HEARING FOR FEE AMENDMENTS WITHIN THE ADMINISTRATION, BUILDING, FINANCE, MUNICIPAL SERVICE, PLANNING, PARKS AND RECREATION, POLICE, AND STREETS AND ENGINEERING DEPARTMENTS.

STAFF REPORT: Municipal Services Director Renata McLeod explained that the City is required to hold a public hearing for proposed fee increases in excess of five percent (5%) pursuant to Idaho Code 63-1311A. While some of the fees 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. The Administration Department requests an update to the public parking fee structure. The Parking Commission and the City Council agreed to a seasonal pass for City and Kootenai County residents for a 2-hour parking period at McEuen and Memorial. Additionally, they agreed to remove event parking other than on the 4th of July and to clarify the McEuen monthly pass. The fees reflect those recommendations. The building permits have traditionally been based on the valuation of the project. The fees were originally set in 1997 through the Uniform Building code, then amended in 2003 through the International Building code. The Building Department has discussed the valuation fee changes with NIBCA and found them to be in alignment with the County and the City of Post Falls. They were discussed at the October NIBCA meeting and they are requesting the prior valuation fees be repealed and the newly proposed fees be enacted. Additionally, they would like to level the building and mechanical inspection fees to \$50.00. Previously, one was \$47.00 and the other was \$53.00; however, they are completed by the same inspector at the same wage rate. The Finance Department proposes a 5% increase in the street light fee, which equals a \$0.14 increase. The fees are being increased to cover increased costs in electrical and repairs. Proposed fees for film production permits were reviewed at the October 14, 2019 CDATV Committee meeting. Most film companies are coming to town with a much smaller crew and no need for closure of streets and/or sidewalks. The CDATV Committee reviewed the fee structure and believe it is in line with current uses. Additionally, the Municipal Services Department reviewed the staff time utilized for business licenses and permits and have requested some increases based on actual time utilized for the issuance of those licenses. Additionally, the reinspect fee for sign inspections should be consistent with the building department re-inspect fee, as they are the staff that provides the inspection. The department has created some additional categories related to burials, removed some fees that are no longer offered, and raised and lowered a few based on actual staff time needed for the service. The Recreation Division is requesting increasing fees based on staffing costs, as well as an increase to league fees that has not occurred since 2005. Sponsorship fees have been reorganized to limit the number of categories with some increases. Ms. McLeod noted that the city code notes that violations of the overall code shall be a misdemeanor unless an infraction violation is specifically noted. The Short-term rental code states the violation fee would be set by Resolution of the Council. It was not included in the last fee update, so it is a housekeeping matter. Additionally, the department would like to begin charging a re-inspect fee, set the same as the Building Division fee in order to provide consistency through the City. The Police Department is seeking increase fees for the program to equal current pay and overtime costs associated, as well as benefit and department expenses. The program began in 2015, and is utilized when an event/private business requests police presence, and/or traffic control, while not being an emergency, such as security at a large event. The program is not intended to take away from needed resources, but only as resources are

available and will be cost neutral to the City. The Streets and Engineering Department is recommending fee increases based on actual staff time utilized to complete the work associated. In some cases, the actual time spent exceeds the fee charge, but it was felt that it could be gradually increased to bring it up to actual costs over the next couple of years. All other fees would remain the same.

DISCUSSION: Councilmember McEvers asked about the parking lot fees for the 4th of July. Mr. Tymesen noted that the City leases the lots to the Chamber for the 4th of July. The City continues to get the \$7.00 per hour and the Chamber gets the additional event fees they charge during that day, which helps with the fireworks display costs. Councilmember Gookin asked about impact fees. Ms. McLeod noted that the impact fees are based on a study and are not included in the request. Mr. Tymesen noted that the Planning staff are reviewing impact fees with the Comprehensive Plan study and it will be coming forward. Ms. McLeod noted that staff is looking at methods for calculating annexation fees and will bring that forward at a later date.

PUBLIC COMMENTS: The Mayor opened the meeting for public testimony.

Eileen Johnson, Coeur d'Alene, noted that growth is supposed to be paying for itself; but she does not feel that is occurring. She feels like fees like the lighting fee and drainage fees are hammering the taxpayers. Councilmember Gookin noted that the fee is paid by the user, not the tax payer. Ms. Johnson clarified she is not opposed to the user fees.

Ted Lantzy, Coeur d'Alene, said that he wanted to clarify that the building fee adjustment is amending a fee that came from the 1997 Building Code and the new fees will be based on a newer code from the International Code Council. The building valuation data provided has been reduced by 20%, which creates a new threshold from what builders would pay as they come through the door. They still will go off the builder value if it is higher and this will bring others up if they are valuing low.

Richard Price, Coeur d'Alene, said that he is concerned about enforcement, as he recently had to get a sign permit and experienced concern with the insurance requirement. His insurance company did not have a clue about what he was talking about when he asked to list the city as an additional insured. He researched signs throughout the City and found there many more A-frame signs than permits issued. He believes the City would benefit from additional code enforcement.

DISCUSSION: Councilmember Gookin said that he gets asked a lot about enforcement, and concurs that the City needs more code enforcement officers; however, it is expensive to add personnel. He noted that there is a lot of sign movement within the city, and encouraged people to call in to report these things. Councilmember Miller asked for Police Chief White to clarify their program regarding off-duty police and hourly rate, employee related expense and the patrol car rate. Chief White explained that he took the average rate of an Officer on overtime for the rates and that the vehicle costs are covered through a separate fee. For example, if a request was made for an officer outside of a Target store on Black Friday, they may not have a need for a patrol car.

RESOLUTION NO. 19-058

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

MOTION: Motion by McEvers, seconded by Evans to approve **Resolution No. 19-058** approving fee amendments within the Administration, Building, Finance, Municipal Service, Planning, Parks and Recreation, Police, and Streets and Engineering Departments.

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

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

The meeting adjourned at 8:59 p.m.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

GENERAL SERVICES COMMITTEE
MINUTES
November 25, 2019
12:00 p.m., Library Community Room

COMMITTEE MEMBERS

Councilmember Ron Edinger, Chairperson
Councilmember Dan Gookin
Councilmember Amy Evans

STAFF

Juanita Knight, Senior Legal Assistant
Terry Pickel, Water Superintendent
Monte McCully, Trails Coordinator
Nick Goodwin, Urban Forester
Bill Greenwood, Parks & Rec Director
Troy Tymesen, City Administrator
Mike Gridley, City Attorney

***THE FOLLOWING ITEMS ARE ACTION ITEMS:

Item 1. Award of bid for Honeysuckle Well Pump Rehabilitation project.
(Consent)

Terry Pickel, Water Superintendent, is requesting approval for bid award and a contract to Specialty Pump Service. He noted in his staff report that the Honeysuckle well at 4th Street and Kathleen Ave was originally drilled in July 1996 and went into operation in July 1997. In 2007 it had an emergency repair. It is currently running at approximately 1500 gpm. They have a motor on the way, which will be the 3rd motor for this well. The Water Department has budgeted \$92,000 through the operations and maintenance budget and no additional engineering services are required for this project. Two bids were received for the project with RC Worst providing a base bid of \$65,133.00 and the lowest responsive base bid of \$64,261 received from Specialty Pump Service Inc. Options were included in the bid packet for potential replacement of the pump columns, stainless steel shafts; brass spider bearings in the event undue wear is detected. Exercising all options would bring the total bid to \$107,001. approximately 14% over budget. While staff anticipates there may be a need to replace at least some of the pump column based on previous history, it is not anticipated to have to replace everything. Therefore, staff is proposing approval for the base bid of \$64,261 and a contract not to exceed the budget amount of \$92,000.00 should additional replacements be required. Staff proposes to have the pump assembly removed, cleaned, inspected, and replace any necessary parts. Options were included in the bid should any of the assembly components exhibit undue wear. The stainless-steel shafts shall be inspected and straightened as necessary to ensure factory tolerances. Once removal is approved to begin, staff anticipates that the project should be complete within 120 business days barring any unanticipated problems such as damaged or defective equipment or materials.

Councilmember Gookin asked why there have been 3 motor replacements. Mr. Pickel said this is one of their smaller motors and they've had issues with this frame design overheating and gets hotspots causing the motor to fail prematurely. They are trying a different brand as well as a different type frame this time.

MOTION: by Gookin, seconded by Evans, to recommend that Council approve the award of the bid for the Honeysuckle Well Pump Rehabilitation Project to Specialty Pump Service, Inc. as the successful bidder for the sum of \$64,261 and a contract not to exceed the budget amount of \$92,000. Motion Carried.

Item 2. Approval of Memorandum of Understanding with Riviera Walk.
(Consent)

Monte McCully, Trails Coordinator, is requesting approval of a Memorandum of Understanding with Riviera Walk at Riverstone Home Owners Association for the purpose of installing irrigation lines and maintaining a beautification area on city property. Mr. McCully noted in his staff report that City owns land adjacent to the Centennial Trail between Beebe Blvd and the Seltice Way bridge. The area belonging to the City on each side of the trail varies, but the in the 320-foot section abutting the Riviera Walk HOA, the property from the edge of the trail to the HOA fence is 30 feet wide. The landscape is weeds, rocks and dirt. The HOA is will to install irrigation, landscape the area and maintain it into perpetuity. This will reduce the amount of natural areas the Parks Department will have to mow.

MOTION: by Evans, seconded by Gookin, to recommend that Council approve a Memorandum of Understanding with the Riviera Walk at Riverstone Home Owners Association for the purpose of installing irrigation lines and maintaining a beautification are in city property. Motion Carried.

Item 3. Approval of Urban Forestry Code Changes.

ITEM TABLED

Item 4. Approval of the naming of an area within Person Field as “Ron Edinger Park.”
(Agenda)

Bill Greenwood, Parks & Recreation Director, is requesting approval to name an area within Person Field as “Ron Edinger Park.” Mr. Greenwood noted in his staff report that Ron Edinger’s dedication in our community is overwhelming with 50 years of public service. We have discussed three locations within Person Field to place this sign. One would be at the backstop at 15th and Garden another would be on the score board at the ball field and the third at the northern end between both football fields. Mr. Greenwood noted that he believes they’ve chosen the location of 15th Street and Garden Avenue. He added that there is plenty of operating budget to cover the cost of this sign to honor Ron’s contributions to our community.

Councilmember Gookin asked if they have a mock-up of the sign yet. Mr. Greenwood said they do. He has been working with the sign company, Silver Creek, and will be working with the family on a final design. They hope to have it completed by February.

Councilmember Evans thanked the Parks and Recreation Department as well as the Parks and Recreation Committee for honoring Mr. Edinger.

MOTION: by Gookin, seconded by Evans, to recommend that Council approve the naming of an area within Person Field as “Ron Edinger Park.” Motion Carried.

The meeting adjourned at 12:11 p.m.

Respectfully submitted,



Juanita Knight
General Services Committee Liaison

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: M. Services / Kelley Setters / 11-19-19
Department Name / Employee Name / Date

Request made by: Edward and Susan Leach / 208-765-6193
Name / Phone

PO. Box 2088 COA, ID 83816
Address

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

Niche(s): _____
Lot(s): 05, _____, _____, _____, _____, _____ Block: 46 Section: A

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

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

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

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

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

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

ACCOUNTING DEPARTMENT Shall complete the following:

Attach copy of original contract.

Vonnie Jensen
Accountant Signature

CEMETERY SUPERVISOR shall complete the following:

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

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

Edward & Susan Leach

3. The purchase price of the Lot(s) when sold to the owner of record was \$ 800.00 per lot.

[Signature] / 11/19/19
Supervisor's Init. / Date

LEGAL/RECORDS shall complete the following:

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

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

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

City Clerk's Signature / Date

COUNCIL ACTION

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

CEMETERY SUPERVISOR shall complete the following:

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

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

Cemetery Supervisor's Signature / Date

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

RESOLUTION NO. 19-059

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE BELOW MENTIONED ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVAL FOR THE POLICE DEPARTMENT TO APPLY FOR AND ACCEPT A 2018 JAG GRANT, FOR THE PURCHASE OF 33 CRADLEPOINT IBR-900 ROUTER/MODEMS WITH 5 YEARS OF NETCLOUD MANAGEMENT FOR A TOTAL AWARD REQUEST OF \$39,600; APPROVAL FOR THE STREETS DEPARTMENT TO PURCHASE A 2020 TANDEM AXLE 12-YARD DUMP TRUCK FROM FREIGHTLINER NORTHWEST FOR \$169,125.00 THROUGH A PIGGYBACK BID WITH THE CITY OF SANDPOINT; APPROVAL OF A CONTRACT WITH SPECIALTY PUMP SERVICE, INC., FOR THE HONEYSUCKLE WELL PUMP REHABILITATION PROJECT IN THE AMOUNT OF \$64,261.00, WITH A CONTRACT AMOUNT NOT TO EXCEED \$92,000.00; AND APPROVAL OF A MEMORANDUM OF UNDERSTANDING WITH THE RIVIERA WALK AT RIVERSTONE HOME OWNERS ASSOCIATION FOR THE PURPOSE OF INSTALLING IRRIGATION LINES AND MAINTAINING A BEAUTIFICATION AREA IN CITY PROPERTY..

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

- A) Approval for the Police Department to apply for and accept a 2018 JAG Grant, for the purchase of 33 Cradlepoint IBR-900 router/modems with 5 years of Netcloud Management for a total award request of \$39,600;
- B) Approval for the Streets Department to purchase a 2020 Tandem Axle 12-yard Dump Truck from Freightliner Northwest for \$169,125.00 through a piggyback bid with the City of Sandpoint;
- C) Approval of a contract with Specialty Pump Service, Inc., for the Honeysuckle Well Pump Rehabilitation Project in the amount of \$64,261.00, with a contract amount not to exceed \$92,000.00;
- D) Approval of a Memorandum of Understanding with the Riviera Walk at Riverstone Home Owners Association for the purpose of installing irrigation lines and maintaining a beautification area in City property; 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 contract and take the 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 contract and take the other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "A" through "D" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said contract and the other actions, so long as the substantive provisions of the contract and the other actions remain intact.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and they are hereby authorized to execute such contract and any other documents as may be required on behalf of the City.

DATED this 3rd day of December, 2019.

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 _____.

STAFF REPORT

DATE: November 19, 2019
FROM: Lt. Bill Tilson Jr.
SUBJECT: Apply for and Accept if Awarded the 2018 Edward Byrne Memorial Justice Assistance State Grant

=====

DECISION POINT: Staff requests that Council allow the Coeur d'Alene Police Department to apply for and accept, if awarded, a 2018 JAG grant for the purchase of 33 Cradlepoint IBR-900 with 5 years of Netcloud Management for a total award request of \$39,600. The due date for this grant is December 20, 2019. This is a 2018 grant that was just released. It is anticipated a 2019 grant will be available in December 2019 or sometime in 2020. This is a Federal grant that was awarded to the State of Idaho who sub-grants to awarded agencies. This is an annual, grant that we have applied for and have received for many years and becomes available based on the federal grant timetable.

HISTORY: Mobile data networking systems have been in use with the Police Department since 2004. The key to the mobile computers being connected to the City network is the Cradlepoint 4G LTE / wi-fi router. This is a ruggedized modem / router that provides a secure connection to the Department's critical CAD (Computer aided dispatch) and RMS (Records Management System); systems used to respond to calls for service, gather information, and identify / locate criminal activity. Many of the routers currently in place have an "end of life" of March of 2020 making them susceptible to security concerns / cyber threats. The wi-fi component allows video from the in-car cameras to be uploaded with no effort from the officer and digitally securing it for evidence / records use. Four of the routers would be used to retrofit 4 ALPR camera sites.

FINANCIAL ANALYSIS: The average cost for replacement is \$1,200 per unit and there will be a need to replace them all to maintain CJIS compliancy along with proper CJIS security. If awarded, this grant would alleviate the need to ask for budgetary funds in FY 2020-2021 and possibly FY 2021-2022 to retrofit existing equipment and/or taking vehicles offline until a viable replacement can be found. These would be FirstNet capable. The administration of the grant will follow the procedures currently in place and should not be an additional burden.

PERFORMANCE ANALYSIS: If awarded, retrofitting not only ensures we maintain strict security but also allows us to work with FirstNet, a communications platform built specifically for public safety. This network uses a different cellular band allowing for prioritized communications during mission critical event along with a backend solution (NetCloud) for maintaining / securing the hardware / applications remotely, reducing the need for city staff hours locating the physical device to make changes.

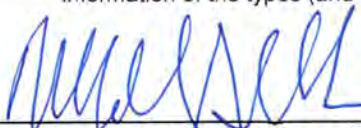
DECISION POINT/RECOMMENDATION: Staff requests that the Council allow the Police Department apply for and if awarded, accept the grant for the purchase of Cradlepoint router / modems for the amount of \$39,600.

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

State or Local Government: FY 2018 Certification of Compliance With 8 U.S.C. §§ 1373 & 1644

On behalf of the applicant government entity named below, and in support of its application, I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

- (1) I am the chief legal officer of the State or local government of which the applicant entity named below is a part ("the jurisdiction"), and I have the authority to make this certification on behalf of the jurisdiction and the applicant entity (that is, the entity applying directly to OJP). I understand that OJP will rely upon this certification as a material representation in any decision to make an award to the applicant entity.
- (2) I have carefully reviewed 8 U.S.C. §§ 1373(a) & (b), and 1644, including the prohibitions on certain actions by State and local government entities, -agencies, and -officials regarding information regarding citizenship and immigration status. I also have reviewed the provisions set out at (or referenced in) 8 U.S.C. § 1551 note ("Abolition ... and Transfer of Functions"), pursuant to which references to the "Immigration and Naturalization Service" in 8 U.S.C. §§ 1373 & 1644 are to be read, as a legal matter, as references to particular components of the U.S. Department of Homeland Security.
- (3) I (and also the applicant entity) understand that the U.S. Department of Justice will require States and local governments (and agencies or other entities thereof) to comply with 8 U.S.C. §§ 1373 & 1644, with respect to any "program or activity" funded in whole or in part with the federal financial assistance provided through the FY 2018 OJP program under which this certification is being submitted (the "FY 2018 OJP Program" identified below), specifically including any such "program or activity" of a governmental entity or -agency that is a subrecipient (at any tier) of funds under the FY 2018 OJP Program.
- (4) I (and also the applicant entity) understand that, for purposes of this certification, "program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. § 2000d-4a), and that terms used in this certification that are defined in 8 U.S.C. § 1101 mean what they mean under that section 1101, except that the term "State" also shall include American Samoa (cf. 34 U.S.C. § 10251(a)(2)). Also, I understand that, for purposes of this certification, neither a "public" institution of higher education (*i.e.*, one that is owned, controlled, or directly funded by a State or local government) nor an Indian tribe is considered a State or local government entity or -agency.
- (5) I have conducted (or caused to be conducted for me) a diligent inquiry and review concerning the following (which, for the specific purpose of paragraph 5, shall not be understood to include any "program or activity" of any subrecipient at any tier):
 - (a) the "program or activity" to be funded (in whole or in part) with the federal financial assistance sought by the applicant entity under this FY 2018 OJP Program; and
 - (b) any prohibitions or restrictions potentially applicable to the "program or activity" sought to be funded under the FY 2018 OJP Program that deal with sending to, requesting or receiving from, maintaining, or exchanging information of the types described in 8 U.S.C. §§ 1373(a) & (b), and 1644, whether imposed by a State or local government entity, -agency, or -official.
- (6) As of the date of this certification, neither the jurisdiction nor any entity, agency, or official of the jurisdiction has in effect, purports to have in effect, or is subject to or bound by, any prohibition or any restriction that would apply to the "program or activity" to be funded in whole or in part under the FY 2018 OJP Program (which, for the specific purpose of this paragraph 6, shall not be understood to include any such "program or activity" of any subrecipient at any tier), and that deals with either— (1) a government entity or -official sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. §§ 1373(a) & 1644; or (2) a government entity or -agency sending to, requesting or receiving from, maintaining, or exchanging information of the types (and with respect to the entities) described in 8 U.S.C. § 1373(b).



Signature of Chief Legal Officer of the Jurisdiction

11-22-19

Date of Certification

MICHAEL GRIDLEY

Printed Name of Chief Legal Officer

CITY ATTORNEY

Title of Chief Legal Officer of the Jurisdiction

Name of Applicant Government Entity (*i.e.*, the applicant to the FY 2018 OJP Program identified below)

FY 2018 OJP Program: Byrne Justice Assistance Grant (JAG) Program: Local

**CITY COUNCIL
STAFF REPORT**

DATE: December 3, 2019
FROM: Tim Martin Streets & Engineering Director
SUBJECT: **AUTHORIZATION TO PURCHASE A NEW 2020 TANDEM AXLE
12-YARD DUMP TRUCK**

DECISION POINT:

Should Council approve the purchase of one (1) 2020 Freightliner Tandem Axle 12-yard Dump Truck for \$169,125.00.

HISTORY:

The Capital Outlay Summary for the Drainage Utility is \$245,000 for the purchase of a new Dump Truck.

FINANCIAL ANALYSIS:

Idaho Code allows us to piggyback onto a state/political subdivision bid. In this case, the bid obtained by the city of Sandpoint allows us to purchase this dump truck at a competitive cost without having to conduct a separate bid. The cost of the dump truck is \$169,125, which was approved in the Fiscal Year 2019-2020 budget.

PERFORMANCE ANALYSIS:

The Freightliner Tandem Axle 12-yard Dump Truck offered as the low bid by Freightliner NW has been analyzed and determined to meet our specifications.

DECISION POINT/RECOMMENDATION:

Council should approve the purchase from Freightliner NW of one (1) 2020 Freightliner Tandem Axle 12-yard Dump Truck in the amount of \$169,125.00.



**PERSONAL PROPERTY & SERVICES PRICE
REASONABLENESS FORM**

To: Finance Department

From: Tim Martin Drainage Utility

Date: 11.19.2119

Required Action: Complete for procurements of:

- Any titled or rolling stock for not more than \$50,000;
- Property with a useful life of one year and more that cost between \$20,000 - 50,000
- All property between \$50,000 and \$100,000;

Personal property or Service Description: Tandem Axle Dump Truck

Purchase in financial plan? Yes No If yes, budget amount in financial plan - \$ \$245,000.00

If non-budgeted – Date Council approved: _____

Competitive Quotes Obtained:

1st vendor name and price: Freightliner NW \$169,325.00 w/ plow \$191,325.00

2nd vendor name and price: _____

3rd vendor name and price: _____

If Competitive Quotes not obtained, provide Price Reasonableness Analysis: This purchase is a "Piggy-back" bid from Sandpoint Idaho. Legal has looked at the bid specs and approves

Vendor Awarded: Freightliner Northwest Date: 11.19.19

New vendor to the City? Yes No If yes, attach a completed W-9

Department Head Signature: [Signature] Streets & Engineer

Department: Drainage Utility Date: 11.20.19

Comptroller Approval Signature: [Signature]

MARTIN, TIM

From: Larry Parrott <Larry.Parrott@freightlinernw.com>
Sent: Wednesday, November 13, 2019 12:09 PM
To: MARTIN, TIM
Cc: WOLF, STEVE
Subject: FW: DUMP BODY AND EQUIPMENT QUOTE
Attachments: 2147_001.pdf

Tim and Steve here are the final specifications from John Breland at Cobalt based off of the City of Sandpoint bid award and our meeting on the 6th .

The price from Cobalt is \$ 60,500.00 and the truck with the changes we made is \$ 108,625.00 for a total of \$ 169,125.00 .

Please let me know if you have any questions or if you would like to make any other changes .

Thank you again ,

Larry Parrott

Freightliner Northwest
Fleet & Government Sales
10310 Westbow, Spokane, WA 99224
Office (509) 744-0390 x 6548
Cell (509) 710-2211
Fax (509) 363-3109
larry.parrott@freightlinernw.com



**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: November 25,2019
FROM: Kyle Marine, Assistant Water Superintendent
SUBJECT: Award of Bid for Honeysuckle Well Pump Rehabilitation Project

DECISION POINT: Staff requests that Council authorize bid award and a contract to Specialty Pump Service Inc as awarded low bidder for rehabilitation of the Honeysuckle Well.

HISTORY: The Honeysuckle well was originally drilled in July 1996 to 300' deep and went into operation in July 1997. It has a tested production capacity of nearly 2000 gpm. The production well is 22" in diameter and cased or screened to the bottom. The well was put into production and has consistently produced a rate of approximately 1500 gpm. The pump assembly consists of a 250 Hp motor, 10" diameter pump drop pipes (columns), 1 11/16" diameter shafts and a 14" diameter, 5 stage pump set at 270 feet.

FINANCIAL ANALYSIS: The Water Department has budgeted \$92,000 through the operations and maintenance budget and no additional engineering services are required for this project. Two bids were received for the project with RC Worst providing a base bid of \$65,133.00 and the lowest responsive base bid of \$64,261 received from Specialty Pump Service Inc. Options were included in the bid packet for potential replacement of the pump columns, stainless steel shafts; brass spider bearings in the event undue wear is detected. Exercising all options would bring the total bid to \$107,001. approximately 14% over budget. While staff anticipates there may be a need to replace at least some of the pump column based on previous history, it is not anticipated to have to replace everything. Therefore, staff is proposing approval for the base bid of \$64,261 and a contract not to exceed the budget amount of \$92,000.00 should additional replacements be required.

PERFORMANCE ANALYSIS: Staff proposes to have the pump assembly removed, cleaned, inspected, and replace any necessary parts. Options were included in the bid should any of the assembly components exhibit undue wear. The stainless-steel shafts shall be inspected and straightened as necessary to ensure factory tolerances. Once removal is approved to begin, staff anticipates that the project should be complete within 120 business days barring any unanticipated problems such as damaged or defective equipment or materials.

REQUESTED ACTION: Staff requests that the City Council approve award of the bid for the Honeysuckle Well Pump Rehabilitation Project to Specialty Pump Service Inc. as the successful bidder for the sum of \$64,261 and a contract not to exceed the budget amount of \$92,000.00.

CONTRACT
for
HONEYSUCKLE WELL PUMP REHABILITATION PROJECT

THIS CONTRACT, made and entered into this 3rd day of December, 2019, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as the "**CITY**", and **SPECIALTY PUMP SERVICE, INC.**, a corporation duly organized and existing under and by virtue of the laws of the state of Washington, with its principal place of business at 4712 S. Thor, Spokane, WA 99203, hereinafter referred to as "**CONTRACTOR.**"

W I T N E S S E T H:

WHEREAS, the said **CONTRACTOR** has been awarded the contract for the Honeysuckle Well Pump Rehabilitation Project according to contract documents on file in the office of the City Clerk of said **CITY**, which contract documents are incorporated herein by reference.

IT IS AGREED that for and in consideration of the covenants and agreements to be made and performed by the City of Coeur d'Alene, as hereinafter set forth, the **CONTRACTOR** shall complete improvements as set forth in the said contract documents described above, in said **CITY**, furnishing all labor and materials therefore according to said contract documents and under the penalties expressed in the performance bond bearing even date herewith, and which bond with said contract documents are hereby declared and accepted as parts of this contract. All material shall be of the high standard required by the said contract documents and approved by the City Engineer, and all labor performed shall be of first-class workmanship.

The **CONTRACTOR** shall furnish and install barriers and warning lights to prevent accidents. The **CONTRACTOR** shall indemnify, defend and hold the **CITY** harmless from all claims arising from the **CONTRACTOR**'s actions or omissions in performance of this contract, and to that end shall maintain liability insurance naming the **CITY** as one of the insureds in the amount of at least Five Hundred Thousand Dollars (\$500,000) 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, it being the intention that the minimum limits shall be those provided for under Idaho Code 6-924. A certificate of insurance providing at least thirty (30) days written notice to the **CITY** prior to cancellation of the policy shall be filed in the office of the City Clerk.

The **CONTRACTOR** agrees to maintain Worker's Compensation coverage on all employees, including employees of subcontractors, during the term of this contract as required by Idaho Code Sections 72-101 through 72-806. Should the **CONTRACTOR** fail to maintain such insurance during the entire term hereof, the **CONTRACTOR** shall indemnify the **CITY** against any loss resulting to the **CITY** from such failure, either by way of compensation or additional premium liability. The **CONTRACTOR** shall furnish to the **CITY**, prior to commencement of the work, such evidence as the **CITY** may require guaranteeing contributions which will come due under the Employment Security Law including, at the option of the **CITY**, a surety bond in an amount sufficient to make such payments.

The **CONTRACTOR** shall furnish the **CITY** certificates of the insurance coverage's required herein, which certificates must be approved by the City Attorney.

The **CONTRACTOR** agrees to receive and accept as full compensation for furnishing all materials, and doing all the work contemplated and embraced in the contract, an amount equal to the sum of the total for the items of work. The total for each item of work shall be calculated by determining the actual quantity of each item of work and multiplying that actual quantity by the unit price bid by the **CONTRACTOR** for that item of work. The total amount of the contract shall not exceed Sixty-Four Thousand Two Hundred Sixty-One and no/100 Dollars (\$64,261.00).

Monthly progress payments must be submitted by the 10th of the month for work done in the previous calendar month. Partial payment shall be made by the end of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the **CONTRACTOR** has obtained from the Idaho State Tax Commission and submitted to the **CITY** a release of liability for taxes (Form 10-248-79). Payment shall be made by the City Finance Department.

The number of calendar days allowed for completion of the contract work shall be 120 calendar days. The contract time shall commence no later than 10 days after the date of the Notice to Proceed issued by the **CITY**.

The **CITY** and the **CONTRACTOR** recognize that time is of the essence and failure of the **CONTRACTOR** to complete the work within the time allowed shall result in damages being sustained by the **CITY**. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the **CONTRACTOR** shall fail to complete the work within the above time limits, the **CONTRACTOR** shall pay to the **CITY** or have withheld from monies due, liquidated damages at the rate of Five Hundred and No/100 Dollars (\$500) per calendar day, which sums shall not be construed as a penalty.

IT IS AGREED that the **CONTRACTOR** must employ ninety-five percent (95%) bona fide Idaho residents as employees on any job under this contract except where under this contract fifty (50) or less persons are employed by the **CONTRACTOR**, in which case the **CONTRACTOR** may employ ten percent (10%) nonresidents; provided, however, in all cases the **CONTRACTOR**, must give preference to the employment of bona fide residents in the performance of said work.

The **CONTRACTOR** further agrees: In consideration of securing the business of construction the works to be constructed under this contract, recognizing the business in which he is engaged is of a transitory character and that in the pursuit thereof, his property used therein may be without the state of Idaho when taxes, excises or license fees to which he is liable become payable, agrees:

1. To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term.
2. That if the said taxes, excises and license fees are not payable at the end of said term but liability for said payment thereof exists, even though the same constitutes liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof.
3. That in the event of his default in the payment or securing of such taxes, excises and license fees, to consent that the department, officer, board or taxing unit entering into this contract may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said **CONTRACTOR** is liable.

The **CONTRACTOR** further agrees, in consideration of securing this contract, to comply will all the requirements of **Attachment 1**, which by this reference is incorporated herein.

IT IS FURTHER AGREED that, for additions or deductions to the contract documents, the unit prices as set forth in the written bid of the **CONTRACTOR** are hereby made part of this contract.

For the faithful performance of this contract in accordance with the contract documents and payment for all labor and materials, the **CONTRACTOR** shall execute good and sufficient performance bond and payment bond in a form acceptable to the City Attorney each in the amount of one hundred percent (100%) of the total amount of the bid as hereinbefore stated, said bonds to be executed by a surety company authorized to do business in the state of Idaho.

The term "CONTRACT DOCUMENTS" means and includes the following:

- A) Advertisement For Bids
- B) Information For Bidders
- C) Bid Proposal
- D) Bid Bond
- E) Bidding Forms as Required
- F) Contract
- G) Labor and Materials Payment Bond
- H) Performance Bond
- I) Notice of Award
- J) Notice to Proceed
- K) Change Order
- L) General Conditions
- M) Technical Specifications

- N) Special Provisions
 - O) Plans
 - P) Addenda
- No. _____, dated _____, _____

THIS contract, with all of its forms, specifications and stipulations, shall be binding upon the parties hereto, their successors and assigns. However, CONTRACTOR shall not assign this contract, or any part thereof, without the prior written consent of the CITY.

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 CONTRACTOR has caused the same to be signed by its President, the day and year first above written.

CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO

CONTRACTOR:
SPECIALTY PUMP SERVICE, INC.

Steve Widmyer, Mayor

By: _____

Its: _____

ATTEST:

Renata McLeod, City Clerk

Attachment 1

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

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

1. Compliance with Regulations

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

2. Non-discrimination

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

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

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

4. Information and Reports

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

5. Sanctions for Non-compliance

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

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

Incorporation of Provisions

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

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

**GENERAL SERVICES COMMITTEE
STAFF REPORT**

DATE: 11/18/2019
FROM: Monte McCully, City of Coeur d'Alene Trails Coordinator
SUBJECT: Riviera Walk M.O.U. (action required)

DECISION POINT:

The Coeur d'Alene Parks Department is requesting council approval of a Memorandum of Understanding between the City of Coeur d'Alene and the Riviera Walk at Riverstone Home Owners Association for the purpose of installing irrigation lines and maintaining a beautification area in City Property.

HISTORY:

The City of Coeur d'Alene owns the land adjacent to the Centennial Trail between Beebe Boulevard and the Seltice Bridge. The area belonging to the City on each side of the trail varies, but in the 320 foot section abutting the Riviera Walk HOA, the property from the edge of the trail to the HOA fence is 30 feet wide. The landscape is weeds, rocks, and dirt. The HOA is willing to install irrigation, landscape the area and maintain it into perpetuity.

FINANCIAL ANALYSIS:

The Riviera Walk HOA will pay for all upgrades and maintenance to the property. The only cost to the City is the staff time spent to arrange this M.O.U. This agreement also reduces the amount of natural areas the Parks Department has to mow.

PERFORMANCE ANALYSIS:

In the event either party decides to terminate the agreement, the City will then let it revert to its natural state with minimal maintenance.

DECISION POINT/ RECOMMENDATION

The Coeur d'Alene Parks Department is requesting council approval of a Memorandum of Understanding between the City of Coeur d'Alene and the Riviera Walk at Riverstone Home Owners Association for the purpose of installing irrigation lines and maintaining a beautification area in City Property.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF COEUR D'ALENE
AND
THE RIVIERA WALK HOMEOWNERS ASSOCIATION

PARTIES

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this 3rd-day of December, 2019, by and between the CITY OF COEUR D'ALENE, hereafter called “CDA,” the RIVIERA WALK AT RIVERSTONE HOMEOWNERS ASSOCIATION, hereafter called “RIVIERA HOA,” and jointly hereafter called the PARTIES.

PURPOSE

This MOU between CDA and RIVIERA HOA is intended to document the parties’ understanding of, and agreement to give permission to, the RIVIERA HOA to install irrigation and landscaping in the City-owned right-of-way along the Centennial Trail in the portion of the Trail adjacent to the RIVIERA WALK AT RIVERSTONE subdivision and to assign the landscape maintenance duties including mowing, spraying vegetation, and pickup and removal of trash and debris along the above-identified area.

Whereas, the CDA is the current owner of that portion of the old railroad right-of-way now known as the Centennial Trail adjacent to the RIVIERA WALK AT RIVERSTONE subdivision;

Whereas, the RIVIERA HOA currently operates and manages the property located on John’s Loop in Coeur d’Alene;

Whereas, the RIVIERA HOA desires to beautify the area between the trail and the fence, adjacent to the Centennial Trail within the Riviera Walk at Riverstone subdivision, hereinafter called the “Beautification Area”;

Whereas, CDA and RIVIERA HOA both desire that RIVIERA HOA manage the Beautification Area into perpetuity.

Whereas, CDA and RIVIERA HOA desire to enter into this MOU to define their respective authorities and responsibilities with regard to operation and maintenance of the Beautification Area.

Therefore, THE PARTIES agree as follows:

1. Definitions:

CDA: City of Coeur d’Alene, Idaho.

Riviera Walk at Riverstone HOA, Inc.: The Home Owners Association responsible for maintenance and management in the Riviera Walk at Riverstone subdivision.

North Idaho Centennial Trail: a non-motorized multi-use recreational trail which meanders 24 miles from the state line at the Idaho/Washington border to Higgins Point, five miles east of the City of Coeur d'Alene, with portions managed by the CDA, IDPR, City of Post Falls, and Kootenai County.

Beautification Area: The area between the Centennial Trail and the adjacent fence within the Riviera Walk at Riverstone subdivision, all within CDA right-of-way.

PARTIES: jointly the City of Coeur d'Alene and the Riviera Walk at Riverstone HOA, Inc.

TRAIL: that portion of the North Idaho Centennial Trail located adjacent to the Riviera Walk at Riverstone subdivision.

2. **CDA will:**

- a. Retain jurisdiction, responsibility for, and provide maintenance of the Centennial Trail.

The Centennial Trail under CDA jurisdiction will include the paved surfaces, drainage, signage, and related features along the section of right-of-way adjacent to the Riviera Walk at Riverstone subdivision.

- b. Remove snow and blow off debris as required to ensure year-round access to the trail.
- c. Be responsible for all major maintenance of trail.
- d. Allow installation of an irrigation system and vegetation in the beautification area.
- e. Retain the title, property rights, and control and oversight of access and encroachments on the full width of the existing highway right-of-way along the Centennial Trail.

3. **RIVIERA HOA will:**

- a. Accept in full the daily maintenance and operation of and responsibility for the section of Beautification Area adjacent to Centennial Trail right-of-way along the boundary of the Riviera Walk at Riverstone subdivision.

Such maintenance responsibilities of the RIVIERA HOA shall include, but not be limited to: mowing and spraying herbicides for trail-side vegetation and care of any landscaped areas that may be associated with the trail; litter cleanup and garbage removal of any litter in the Beautification Area.

- b. Installation, maintenance and repair of irrigation system in the Beautification Area.
- c. Provide immediate notice to CDA of any suits, actions, claims or losses of any kind, nature or description brought by any person or organization alleging injury, loss of property, or violation of law by reason of any act or omission, neglect or misconduct of the RIVERA HOA in carrying out its responsibilities under this MOU. In defending any such claims, the RIVERA HOA shall acknowledge that CDA, by entering into this MOU, does not agree to accept responsibility or liability for any act or omission, neglect or misconduct of the RIVERA HOA.

4. **The PARTIES further agree:**

- a. Any change in ownership, or membership of the RIVERA HOA will not affect the responsibilities assigned in this MOU.
- b. This MOU sets forth the entire agreement between the PARTIES related to the subject matter of this MOU.
- c. The terms of this MOU may only be modified by written agreement signed by both PARTIES. In the event modifications are deemed necessary by one or both PARTIES, the PARTIES agree to consult and negotiate in good faith to reach further agreements, recognizing that the terms of this MOU are intended to provide structure and a degree of certainty for both PARTIES while maintaining sufficient flexibility to allow for management plans and activities to adapt over time.
- d. This MOU shall be binding upon and inure to the benefit of the PARTIES, their successors and assigns.
- e. This MOU will operate into perpetuity from the effective date.
- f. Any breach of the terms of this MOU or any violation of any rule now in force or hereafter adopted by the RIVERA HOA shall be grounds for termination. If either party asserts that the other party has violated any terms of this MOU, they shall send a written notice to the other party of the alleged violation. The other party shall have thirty (30) days from receipt of the notice to either:
 - I. Cure the violation; or
 - II. Respond in writing why its actions are not a violation of the MOU.

If neither of the above actions resolves the alleged violation to the satisfaction of both PARTIES, either party may:

- I. Terminate this MOU upon thirty (30) days' notice to the other party; or
- II. Provide notice to the other party that they intend to submit the dispute to a mediator. Upon such notice, the PARTIES shall confer and choose a mediator

mutually acceptable to both PARTIES from the Roster of Civil Mediators maintained by the Idaho Supreme Court at www.isc.idaho.gov/civilros.htm. Both PARTIES shall fully cooperate in such mediation, and each party shall bear one-half (1/2) the costs of such mediation.

- g. Any notice given in connection with this MOU shall be in writing and shall be delivered either by hand to the other party, by certified mail, postage prepaid, return receipt requested, to the addressee provided below, or by facsimile transmission to the other party at the facsimile number below. Notice shall be deemed delivered immediately upon personal service or facsimile transmission or forty-eight (48) hours after depositing the notice or demand in the United States mail. Either party may change its address by giving written notice of the change to the other party.

RIVERA WALK HOA

Riviera Walk at Riverstone HOA, Inc.
Attn: Ben Weaver
1110 Park Place, Suite 101
Coeur d'Alene, ID 83814
(208) 676-8626

CDA

City of Coeur d'Alene
Parks Department
710 E. Mullan Avenue
Coeur d'Alene, ID 83814
(208) 769-2252

- h. This MOU is intended to define the respective and independent authorities of RIVERA HOA and CDA; each party shall act independently in carrying out the terms of this MOU and neither party shall be considered the agent of the other party, nor does either party assume responsibility for any injury to person or property that may be caused by the other party in carrying out the actions contemplated in this MOU. CDA's liability for any and all injuries to the persons or property of persons not party to this MOU that arise from the performance of CDA's obligations herein shall be determined by the terms of the Idaho Tort Claims Act, Idaho Code § 6-901 et seq.
- i. RIVERA HOA and CDA each warrant and represent to the other that the persons signing this MOU have full authority and right to bind the respective PARTIES to the terms of this MOU and that such person is acting within the scope of such person's authority and agency.

RIVERA HOA

By: _____
Title: _____
Execution Date: _____

CITY OF CDA

By: _____
Title: _____
Execution Date: _____

ATTEST

Renata McLeod, City Clerk

**Riviera Walk
Development**

**Landscape
Area**



Spokane River
River

Riverstone Pond

Centennial Trail

OTHER BUSINESS

**PARK & RECREATION COMMISSION
STAFF REPORT**

Date: November 18, 2019
From: Bill Greenwood, Park Director
SUBJECT: Naming Rights

DECISION POINT:

Recommend to General Services the naming of an area within Persons Field as Ron Edinger Park.

HISTORY: Ron Edinger's dedication in our community is overwhelming with 50 years of public service, as a City of Coeur d Alene Councilman and as a Parks and Recreation Commission. Some of his accomplishments while in public office are his involvement the city's purchase of Tubbs Hill, the development of Independence Point, Riverstone and the Kroc Center. He also was instrumental in preserving Persons Field as public open space when it was slated to be developed. His dedication to local sports as an umpire for 26 years officiating softball for Parks & Recreation games, American Legion baseball as well as high school and college ball games. He and his two brothers were affectionately known as the "three blind mice" and were all inducted into the Idaho Hall of Fame for Umpires.

FINANCIAL ANALYSIS:

We have an operating budget to cover the cost of this sign to honor Ron's contributions to our community.

PERFORMANCE ANALYSIS:

We have discussed three locations within Persons Field to place this sign. One would be at the backstop at 15th and Garden another would be on the score board at the ball field and the third at the northern end between both football fields.

DECISION POINT/ RECOMMENDATION:

Recommend to General Services the naming of an area within Persons Field as Ron Edinger Park



Kootenai County Elections

Jim Brannon • Clerk

1808 N 3rd St • P.O. Box 9000 • Coeur d'Alene, ID 83816-9000

Phone (208)446-1030 • Fax (208)446-2184

<http://www.kcgov.us/elections> • Email kcelections@kcgov.us

STATE OF IDAHO

} ss.

COUNTY OF Kootenai

We, the commissioners of the county and state aforesaid, acting as the **Board of Canvassers of Election**, convened on November 14, 2019, do hereby state that the attached is a true and complete abstract of all votes cast within this county for the Candidates as they appeared at the **City-School Trustee Zone-Fire District Election** held on **November 5, 2019** as shown by the records now on file in the County Clerk's office.



Chris Phillips

[Signature]

County Board of Canvassers

Attest: *Jennifer Locke*

Chief Deputy County Clerk

(County Seal)

Kootenai County
November 5, 2019
City- School Trustee Zone- Fire District Election

Coeur d'Alene City								
	City Council Seat #1		City Council Seat #3		City Council Seat #5			
Precinct	Christie Wood	Elaine Price	Dan Gookin	Michael Pereira	Dan English	Tom Morgan	Roger Huntman	Lacey Moen
37	44	32	45	28	31	19	4	19
38	125	59	95	86	84	41	4	54
39	145	91	137	102	114	48	12	59
40	89	73	113	46	64	36	10	49
42	114	80	108	83	100	22	12	55
43	93	67	99	60	71	30	16	39
44	161	74	157	78	130	42	10	48
45	89	74	107	54	77	29	10	45
46	137	110	158	91	121	54	14	59
47	160	116	168	107	129	55	18	71
48	55	43	68	29	43	17	10	26
49	74	53	78	45	61	19	13	32
50	65	36	55	46	45	21	3	29
51	65	48	67	41	47	27	9	30
52	78	58	96	42	65	25	7	41
53	72	55	74	49	56	27	4	39
54	126	67	125	68	103	38	0	51
55	100	50	100	51	75	31	6	42
56	93	35	71	57	71	22	2	32
57	65	39	67	33	61	23	6	14
58	168	80	141	96	125	57	6	61
59	68	46	62	52	48	34	3	29
60	62	30	52	39	57	12	5	18
61	14	8	14	8	14	3	0	4
62	51	25	46	28	33	15	7	21
ABS CDA	905	452	854	480	723	283	74	259
TOTAL	3218	1901	3157	1899	2548	1030	265	1226

MEMORANDUM

DATE: DECEMBER 3, 2019

FROM: RENATA MCLEOD, MUNICIPAL SERVICES DIRECTOR/CITY CLERK
TROY TYMESEN, CITY ADMISTRATOR
HOWARD GOULD, BUILDING MAINTENANCE SUPERINTENDANT

RE: AUTHORIZATION TO PURCHASE A REPLACEMENT GENERATOR FOR CITY HALL

DECISION POINT: To authorize expenditure of funds for an unforeseen expense of the replacement of a 1978 generator at City Hall in the amount of \$48,878.00.

HISTORY: On August 12, 2019, an unexpected power outage from Avista occurred that resulted in a patchwork of outages throughout our community including City Hall. When the power outage occurred, it should have caused the generator to continue power to the City Hall server room. However, the generator failed. This caused the server room, and city networks to go out. In turn, this caused an outage to Police and Fire communications.

The evening of the outage, the Police and Fire Department jointly opened and staffed a local Emergency Operations Center where they could monitor and assign appropriate resources to any incidents in the City. The City server going down caused the outage of the Spillman dispatch system that is utilized by both Departments. Additionally, the City had another outage of a backup system in McEuen that further complicated the Police communication and networks. Our amazing staff was able to run new fiber between City Hall and the McEuen room to ensure that does not occur again (under the assumption that the City Hall server room has power).

The Fire Chief notes that “as our community grows, we see a variety of incidents which require a unified command type system where critical infrastructure, especially our computer systems are vital in our ability to quickly and efficiently handle emergencies.” Both the Police and Fire Departments have expressed support in seeking a necessary redundant and backup power systems to avoid this issue when the next incident takes place. In order to ensure that this project is completed before the height of winter, which may have a higher potential for power outages, staff seeks authority for funding to move forward with this purchase.

FINANCIAL: The generator is an unbudgeted expense in Fiscal Year 2019-20. Funding would come from fund balance that is available from savings from Fiscal Year 2018-19 in the Building Maintenance Division. This savings occurred due to an inability to fill janitorial staff positions.

DECISION POINT/RECOMMENDATION: To authorize expenditure of funds for an unforeseen expense of the replacement of a 1978 generator at City Hall in the amount of \$48,878.00.



Proposal

Project: CDA City Hall Replacement Generator

Date: 10/11/2019

Quote: 30658694

Attn: Howard Gould

Valid: 30 days

From: Brant Briody

Generator Set:

Manufacturer: Caterpillar	Model: DG60	KW: 57	Rating: Standby	Fuel: Natural Gas	Voltage: 120/208 3 ph 4 wire
Frequency: 60 hz	UL2200 Listed: Yes	IBC Certified: No	Misc Items:		

Controls:

Control Panel: EMCP 4.2B	Monitoring Contacts: Run & Trouble 1 set each	Speed Control: Electronic Isochronous	Remote Alarm Panel:
Included NFPA 110 Qty 1	Alarm Panel Mounting: Flush Mount	Remote Emergency Stop: Not applicable	Remote
Communications: Modbus RS-485 Misc Items:			

Accessory Systems:

Coolant Heater: Yes 120 vac	Battery Heater: None	Alternator Heater: None	Battery Charger: 10 amp NFPA110	Battery System:
Wet Battery, Rack and Cables 12 vdc		Misc Items:		

Alternator / Breaker:

Excitation System: SE Brushless	Voltage Regulator: Cat IVR	Ground Fault: Not required	Circuit Breaker # 1: 250 amp with adjustable trip unit, set at 200A	Misc Items:
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Packaging:

Enclosure: Open unit, no enclosure	Sound Level: Standard	Exhaust System: Shipped Loose Critical	Enclosure Color: White	Electrical
Package: No Misc Items:				

Total price for above package: \$24,816

Optional price adder for installation: \$24.062

- Provide disconnection of existing electrical feeder, radiator duct, exhaust piping
- Remove existing generator unit and haul off for scrap
- Installation and anchoring of new generator unit
- Provide new electrical feeder and fuses sized for new generator
- Provide reconfiguration of existing duct work to accommodate new generator
- Provide gas connection to new generator unit

- Provide and install 120V shore power to new generator for battery charger and block heater – from existing location on wall adjacent to generator
- Provide reconfiguration and reconnection of exhaust piping to engine generator
- Provide all required plumbing and electrical permits and inspections

Included:

Startup: PS-Specialist
 Maintenance Program: Available
 Spare parts kit: No
 Warranty Genset: 48 month standby (parts labor & travel)
 Freight: Included to first destination

Site Load test: Resistive 1 hr
 Factory Test: 100% load
 Owner training: Yes

Not included:

Installation
 Taxes / Permits of any kind / Any engineering
 Coordination Studies
 Any fuel or fuel piping

Offloading at jobsite
 Anchors and anchor calculations
 Third party testing

Notes and clarifications:

This quote is offered per Caterpillar’s Sourcewell contract number 120617-CAT specifically for City of Coeur d’Alene (Sourcewell member # 68749. 48 month platinum warranty is included as part of Sourcewell purchase

Terms:

100% of payment is required prior to startup and testing on the jobsite.
 Payment terms are in accordance with WSECO Standard terms upon approved account.
 No retainer is allowed unless specifically agreed to in writing prior to order placement.
 Cancellation charges minimum of 25% once released. No return on manual transfer switches.
 No Liquidated Damages of any type, unless specifically agreed to in writing prior to order.

Thank you for the opportunity to quote quality Caterpillar products and services. Please let me know how we can be of assistance.

Sincerely,

Accepted By:

Brant Briody
 Power System Sales
 Spokane: 509-535-1744
 Missoula: 406-721-4050
 Kalispell: 406-752-3030
 Pasco: 509-547-9541
 Lewiston: 208-746-3301

 Signature:

 Printed Name:

 Company:

1. **METHODS OF ACCEPTANCE and TERMS OF AGREEMENT:** This Machine Sales Order ("MSO") is an offer for the sale of the equipment and attachments described on the face hereof (referred to herein generally as "equipment" and "goods" interchangeably) to Customer under the terms and conditions specified herein. This offer may be accepted by (1) the execution of this MSO by a representative of Customer or (2) Customer's verbal or written authorization or conduct consistent with prior course of dealing between the parts authorizing WSECO to take action to fulfill this order, or (3) the commencement of manufacture or shipment of the goods or services specified in this Order, whichever of the foregoing first occurs. **Acceptance of this offer is limited to the express terms stated in this Order.** Any proposal in Buyer's acceptance for additional or different terms or any attempt by Customer to vary in any degree any of the terms or any attempt by Customer to vary in any degree any of the terms of this offer is objected to and hereby rejected, but such proposals shall not operate as a rejection of this offer, unless such variances are in the terms of the description, quantity, price or delivery schedule of the goods or services, but shall be deemed a material alteration of this Order and this offer shall be deemed accepted by Seller without said additional or different terms. Once accepted, this Order shall constitute the entire agreement between WSECO and Customer with regard to the good and services specified in this Order, and exclusively determines the rights and obligations of the parties, prior course of dealing, customer, usage of trade or course of performance notwithstanding. WSECO is not bound by any representation or agreements, express or implied, oral or otherwise, which are not stated within this agreement or contained in a separate writing supplementing this agreement and signed by authorized agents of both WSECO and Customer.
2. **TIME OF DELIVERY and SHIPPING.** Orders for equipment are processed in the order of their acceptance by WSECO and WSECO will use its reasonable efforts to deliver the equipment to You on the scheduled delivery date on the face hereof. However, shipping and delivery dates are acknowledged to be estimates only and dependent upon many factors outside of WSECO's control including, but not limited to, the manufacturer's production schedule, material and labor shortages, shipping delays and various other unrelated factors. WSECO is not liable for delays or damages caused by delays in delivery or shipment of the equipment, unless stated on the face of this order to the contrary. You are responsible for all freight, shipping, loading and unloading costs.
3. To secure Customer's obligations under this agreement and to secure all of Customer's present or future debts, obligations or liabilities of whatever nature to WSECO, Customer grants to WSECO a security interest in the goods described on the reverse side hereof, together with any attachments or accessions thereto and proceeds from the sale or lease thereof. Customer agrees to deliver to WSECO, properly executed, any certificate of title or other document or instrument required by WSECO to perfect WSECO's security interest as created in this paragraph. Customer also authorizes WSECO to file financing statement(s) with respect to the security interest granted herein.
4. Risk of loss of the goods shall pass to Customer as soon as the goods are properly loaded on the carrier. WSECO's responsibility for shipment ceases upon delivery of the goods to a transportation company. Customer shall carry such fire and other insurance as necessary to protect its interest and the interest of WSECO. Any claim by Customer for shortage in shipment shall be made within fifteen (15) days after receipt of the shipment. It is specifically agreed that the risk of loss shall not be altered by the fact that the conduct of either party hereto may constitute a default or breach. The shortage in shipment notice must be in writing within fifteen (15) days and further, short age in shipment is not deemed to constitute a nonconformity.
5. Any notices pertaining to rejection or claims of nonconformity must be made in writing specifying in detail Customer's objections and such notices must be delivered within ten (10) days after delivery of the goods. It is agreed that in the event of rejection, Customer may in no event resell the goods, even in the absence of instructions from WSECO, and Customer will store the goods or reship the goods to WSECO. Should Customer sell the goods, such sale shall be deemed an unequivocal acceptance of the goods. If Customer accepts goods tendered under this agreement, such acceptance shall be final and irrevocable; no attempted revocation shall have any effect whatsoever.
6. No right or interest in this agreement shall be assigned by Customer without the written permission of WSECO, and no delegation of any obligation owed or of the performance of any obligation by Customer shall be made without written permission of WSECO. Any attempted assignment or delegation by Customer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
7. WSECO shall have all rights and remedies provided in the Uniform Commercial Code and in any other documents executed in connection with this agreement. Customer agrees to pay all costs incurred by WSECO in enforcing this agreement or any of its provisions, including without limitation reasonable attorney's fees and costs and all costs of reclaiming the goods, whether or not legal action is commenced. In the event the goods are reclaimed, Customer agrees that WSECO may bid on the goods and that a commercially reasonable price for said reclaimed goods, at a public sale, may be determined by WSECO based upon current national auction values, market trends relating to supply and demand, and related factors, for goods of similar type and condition.
8. **CANCELLATION/TERMINATION:** This Order may be canceled by Customer only with WSECO's written consent and then only upon such terms as will protect Seller from any loss. This Order may be cancelled by WSECO in the event of any default by Customer or in the event Customer fails, upon WSECO's request, to provide reasonable assurances of future performance.
9. **PERMISSIBLE VARIATIONS:** All goods shall be subject to the standard manufacturing and commercial variation and practices of the Manufacturer of the goods or of WSECO. In the event of shipment of non-conforming goods, WSECO shall be given a reasonable opportunity to replace the goods with those which conform to this order.
10. **FORCE MAJEURE:** (a) WSECO shall not be responsible or liable for any delay or failure to delivery any or all of the goods and/or performance of the services if such delay or failure is caused by any act of God, fire, flood, inclement weather, explosion, war, insurrection, riot, embargo, statute, ordinance, regulation or order of any government or agent thereof, shortage of labor, material, fuel, supplies or transportation, strike or other labor dispute, or any other cause, contingency, occurrence or circumstance of any nature, whether or not similar to those herein before specified beyond WSECO's control, which prevents, hinders or interferes with manufacture, assembly, or delivery of the goods or performance of the services. Any such cause, contingency, occurrence or circumstances shall release WSECO from performance of its obligations hereunder.
11. **VENUE:** Venue for any disputes between the parties will be in Ada County, Idaho and in state court for legal proceedings. Purchaser waives right to remove any legal action from the court originally acquiring jurisdiction.

RESOLUTION NO. 19-060

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE PURCHASE OF A GENERATOR FOR CITY HALL FROM WESTERN STATES CAT FOR THE AMOUNT OF \$48,878.00.

WHEREAS, staff recommends that the City of Coeur d'Alene authorize the expenditure of funds for an unforeseen expense to replace a 1978 generator at City Hall in the amount of Forty-eight Thousand Eight Hundred Seventy-eight and no/100 Dollars (\$48,878.00);

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City purchase a generator from Western States CAT for the amount of \$48,878.00; and

BE IT FURTHER RESOLVED that the Mayor and City Clerk be directed to take such steps necessary to effect said purchase on behalf of the City.

DATED this 3rd day of December 2019.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER ENGLISH Voted _____

_____ was absent. Motion _____.

Staff Report
Finance Department

Date: December 3, 2019
From: Troy Tymesen, City Administrator, liaison to the City's Parking Commission
Subject: Parking Management Agreement

Decision Point: Should Council approve the selection of Diamond Parking, Inc., for parking management services and approve the Parking Management Agreement with Diamond Parking, Inc.?

History: The City duly advertised a request for proposals for Parking Management Services within the City, and responses to the request for proposals were opened as provided in said advertisement in the office of the City Clerk at 2:00 p.m., on Tuesday, the 12th day of November, 2019. The responses were duly evaluated by the selection committee and the response of Diamond Parking, Inc., received the highest score, primarily due to the competitive financial proposal, the City's prior experience with Diamond, and the fact that staff and infrastructure are in place. Staff then entered into negotiations with Diamond Parking, Inc., beginning on November 26, 2019, and reached an agreement as to the terms and conditions for the Agreement. The majority of terms and conditions are the same as were contained in the previous Agreements with Diamond Parking. Diamond Parking will manage the City parking lots, the McEuen Parking Facility, the Coeur d'Alene Avenue Parking Garage, the mooring docks, the 3rd Street Boat Launch, and on-street parking in the Downtown Core, E. Rosenberry Dr., and W. Hubbard Ave. Diamond will work with the City to design and post new signage to provide better information and direction to the public.

Financial Analysis: The parking management fees negotiated are comparable to the fees under the prior agreement. Total fees will rise due largely to the addition of the Coeur d'Alene Avenue Parking Garage. In summary, the management of public parking lots will guaranty the City \$90,000 per year and Diamond Parking will also pay the City 94% of annual net fees collected in excess of \$188,000 (under the prior agreement, the City was guaranteed \$90,000, with Diamond paying 92% of annual net fees in excess of \$165,000); for the parking garages, the management flat fee remains unchanged, with the City paying operating expenses up to \$89,900 for the McEuen Facility and \$67,400 for the CDA Avenue Garage (operating expenses for the McEuen Facility were capped at \$72,396 under the prior agreement); for the mooring docks, the management flat fee will be \$300 per month (down from \$350 per month under the prior agreement); the management fee for the boat launch remains unchanged; and for on-street parking, the management fee will be \$43,200 per year (under the prior agreement, the fee was \$39,300, but two streets outside the downtown core were added and the Library Parking Lot is included in this fee instead of being a separate fee). Diamond will add the management of the annual permits for City and County residents.

Decision Point:

Council should approve the selection of Diamond Parking to perform Parking Management Services and approve the Agreement negotiated by staff.

RESOLUTION NO. 19-061

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE PROPOSAL OF DIAMOND PARKING, INC., FOR PARKING MANAGEMENT SERVICES WITHIN THE CITY OF COEUR D'ALENE AND APPROVING A PARKING MANAGEMENT AGREEMENT WITH DIAMOND PARKING, INC.

WHEREAS, the City heretofore duly advertised a request for proposals for Parking Management Services within the City, and responses to the request for proposals were opened as provided in said advertisement in the office of the City Clerk at 2:00 p.m., on Tuesday, the 12th day of November, 2019, and the responses were duly evaluated and the response of Diamond Parking, Inc., received the highest score from the selection committee; and

WHEREAS, staff thereafter entered into negotiations with Diamond Parking, Inc., on November 26, 2019, and reached an agreement as to the terms and conditions for the Agreement; and

WHEREAS, it is in the best interests of the City of Coeur d'Alene and the citizens thereof that said response of Diamond Parking, Inc., be accepted and the Agreement be approved.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the response of Diamond Parking, Inc., to the request for proposal be accepted.

BE IT FURTHER RESOLVED that the City enter into an Agreement with Diamond Parking, Inc., in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said Agreement provided that 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 said Agreement on behalf of the City.

DATED this 3rd day of December, 2019.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER ENGLISH Voted _____

_____ was absent. Motion _____.

PARKING MANAGEMENT AGREEMENT

THIS AGREEMENT is made and dated this 3rd day of December, 2019, 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, hereinafter referred to as the "City," and **Diamond Parking, Inc.**, a Washington corporation, with its principal place of business at 605 First Avenue, Ste. 600, Seattle, Washington, hereinafter referred to as the "Parking Administrator." The City and the Parking Administrator may hereinafter be referred to jointly as the "Parties."

WITNESSETH:

WHEREAS, the City owns several parcels of land upon which public parking lots are located, commonly referred to as the Independence Point Parking Lot, the Museum Parking Lot, the Memorial Field Parking Lot, the City Library Parking Lot, the McEuen Parking Facility, and the Coeur d'Alene Avenue Parking Garage; and

WHEREAS, the City owns several mooring docks and a boat launch; and

WHEREAS, various sections of the Coeur d'Alene Municipal Code regulate on-street and other public parking; and

WHEREAS, the City desires to enforce the City's parking ordinances on public streets in the Downtown Core, on E. Rosenberry Dr. and W. Hubbard Ave., other on-street parking areas as may be designated by the City, and in the various public parking lots; and

WHEREAS, the City has determined that parking fees should be charged at certain lots in order to provide for maintenance of said lots; and

WHEREAS, the City has determined that mooring fees should be charged at certain docks in order to provide for maintenance of said docks; and

WHEREAS, the Parking Administrator has the expertise in managing parking lots and mooring docks; and

WHEREAS, the parties are in agreement that the Parking Administrator should manage the various specified public parking lots and public mooring docks in the City; and

WHEREAS, the parties are in agreement that the Parking Administrator should provide for on-street and other public parking and mooring enforcement of City ordinances.

NOW, THEREFORE,

THE PARTIES hereby agree as follows:

1. Location and Responsibilities: The Parking Administrator shall be responsible for: (1) enforcement of on-street parking regulations in the Downtown Core, and on E. Rosenberg Dr. and W. Hubbard Ave.; (2) management services at the McEuen Parking Facility, the 3rd Street boat launch, and the Coeur d'Alene Avenue Parking Garage; (3) management services at the public parking lots known as the Independence Point Parking Lot, the Museum Parking Lot, the Memorial Field Parking Lot, and the City Library Parking Lot; (4) management services at the 3rd Street Mooring docks, the docks in the boat launch area, and the 1st Street dock; and (5) collection of all required parking fees. The Parking Administrator shall comply with the PCI Data Security Standard (PCI DSS) prior to acceptance of any credit or debit card payments, or the storage, processing, and transmitting of cardholder data.

Pictorial depictions of the various parking lots and facilities, boat docks and launches, and the on-street parking areas covered by this Agreement are attached as Exhibit "A," which is incorporated herein by this reference.

The parties further agree that the City may expand the areas of on-street public parking covered by this Agreement to include additional areas. In such event, enforcement compensation shall be adjusted upon mutual agreement of the parties. Further, additional mooring docks may be added, at which time said docks shall be added to the operational plan.

Structural, mechanical, or other installations and any alterations required by law or regulations pertaining to air quality, environmental protection, provisions required by the Americans with Disabilities Act, or other similar governmental rules or regulations will remain the responsibility of the City.

2. Term: Except as provided in paragraphs 36 and 37 below, the term of this Agreement shall be from January 1, 2020, to December 31, 2022. There may be up to two (2) three (3) year extensions of the Agreement upon consent of both Parties. If a party decides not to exercise either extension, written notice must be given to the other party at least sixty (60) days prior to the end of the then-current term.

3. Time is of the Essence; Liquidated Damages: The Parking Administrator agrees to be fully staffed and operational by December 16, 2019, and to remain fully staffed and operational throughout the term of this Agreement in accordance with Paragraphs 6 and 7 hereof. The Parking Administrator recognizes that time is of the essence to this Agreement and the City and other beneficiaries of this Agreement will suffer financial loss from any delays in implementing this Agreement or inability to implement this Agreement even temporarily. The City and the Parking Administrator also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by the City if it is not staffed and operational on time and at all required times during the term of this Agreement. Therefore, in the event the Parking Administrator shall fail to be fully staffed and operational as required by this Agreement, the Parking Administrator shall pay to the City, or agrees to have withheld from moneys due, liquidated damages at the rate of Three Hundred and no/100 Dollars (\$300.00) per calendar day or any portion thereof on which the Parking Administrator is not fully staffed and/or operational, which sums shall not be construed as a penalty.

4. Alterations/Improvements: The Parking Administrator agrees that no alterations or improvements are to be made to City facilities without prior written approval of the City. This includes additional signage and pavement markings.

5. Attendant Standards: The Parking Administrator agrees that all of its employees will be ambassadors for the City and recognizes that an employee's personal appearance is enhanced by a clean, attractive uniform and a spirit of friendly service. In furtherance of these principles, the Parking Administrator shall train its employees to conduct themselves in a friendly, courteous, and professional manner. The Parking Administrator shall require its employees to wear uniforms approved by the City at all times while on duty. Uniforms shall be clean and in good repair. The Parking Administrator further agrees that, upon written notice by the City, it will immediately remove an employee who fails to conduct him or herself in a friendly manner, or who fails to maintain or wear an appropriate uniform, or who otherwise fails to conform to the guidelines set forth in this Agreement, from service at City facilities or from performing operations for the City.

The Parking Administrator agrees to ensure safety of all employees and the public by providing adequate training to all employees, including those who will operate equipment or vehicles in the performance of this Agreement. The Parking Administrator shall further ensure that all employees who operate vehicles in the course and scope of this Agreement shall possess all required licenses.

6. Adequate Staffing: The Parking Administrator agrees it shall maintain sufficient staffing to handle its duties attendant to parking, traffic flow, and fee collection, and to deal with complaints and inquiries from the public and the City, as follows:

A. The Parking Administrator shall patrol the Downtown Core in a manner to ensure that the two-hour and fifteen minute free-parking zones at all on-street locations permitted by ordinance are being effectively enforced, that Chapter 10 of the Coeur d'Alene Municipal Code regarding on-street parking is being effectively enforced, and that any subsequent amendments thereto adopted by the City Council are enforced. Patrols shall be maintained between 9:00 a.m. and 6:00 p.m. Monday through Friday during the months of September through May, and the same hours Monday through Saturday during the months of June through August.

B. The Parking Administrator will be responsible for operating the designated lots and facilities twenty-four (24) hours per day, with strict attention to the needs of the motorists who will occupy the lots, and enforcing the regulations pertaining thereto.

C. The Parking Administrator shall maintain sufficient staffing to handle mooring dock fee collection and enforcement of regulations.

7. Vehicles: The City will provide a vehicle(s) to the Parking Administrator for use during the term of this Agreement. The operating costs of all vehicles provided by the City, including but not limited to storage, fuel, tires, maintenance (not to exceed \$100.00 in a calendar month), and insurance, will be the responsibility of the Parking Administrator. At the end of this

Agreement, the vehicle(s) will be returned to the City Street Shop in as good a condition as received, normal wear and tear excepted.

8. Other Equipment: The Parking Administrator shall provide automatic hand-held ticket writing equipment sufficient to create a record of any vehicle allegedly parked in a manner not permitted by City Code, including but not necessarily limited to license plate number, make and model of vehicle, and any other identification available. A computer will also be provided by the Parking Administrator sufficient to receive daily downloading from the automatic hand-held equipment. The computer may be kept in the Finance Department at City Hall or at an alternate location where access by City personnel shall be allowed.

9. Complaints: The Parking Administrator will maintain a Coeur d'Alene telephone number within the City of Coeur d'Alene with adequate staff to respond to complaints, inquiries, and concerns in a prompt, courteous manner. The local telephone number will be listed with the local telephone company under the firm name of the Parking Administrator and printed on any ticket or notice issued to a vehicle. The number shall be provided to the City and kept current. Complaints, inquiries, and concerns will be handled within twenty-four (24) hours, with a record of each complaint, inquiry, or concern, and the resolution thereof, maintained for City review. All concerns will be handled to the City's reasonable satisfaction.

10. Records:

A. Financial: The Parking Administrator shall keep separate true and auditable records and receipts, including ticket numbers recorded on a daily basis, for each lot, facility, and dock, and the Downtown Core. Upon request, the Parking Administrator shall provide daily financial reports to the City. Such reports shall include the dollar amounts collected from each lot, facility, or dock in three categories as applicable (hourly users, monthly users, and overnight users), fines or other charges collected.

B. Parking: The Parking Administrator shall provide daily reports in a form acceptable to the City Comptroller from the hand-held ticket writing equipment, detailing that day's activity, including tickets issued and charges collected. The report shall be entered into a computer in the Finance Department by 9:00 a.m. each day, Monday through Friday, for the previous day by an employee of the Parking Administrator. Upon request, the Parking Administrator shall provide other parking information to the City in a prompt manner in the form requested by the City.

C. Complaints: Upon request, the Parking Administrator shall provide a report stating the complaints received in any given period. The report shall include the date, the location involved, the identity of the complainant, a brief description of the complaint, and the date and substance of the resolution of the complaint.

D. Records Available to the City: The City shall have the right to inspect and audit, upon request at reasonable times and in a reasonable manner, all pertinent records and receipts of the Parking Administrator, and to make copies thereof.

- E. Records Maintenance: The Parking Administrator shall, for at least two (2) years, maintain necessary records for determining monthly rental fees paid to the City. Such records shall include the consecutive ticket numbers issued to patrons, copies of original documents showing ticket numbers issued, and the associated fees collected.
11. Large Vehicle Access: The Parking Administrator agrees that at all times large vehicles such as those used in launching boats, including tall-masted sail boats, shall have access to the 3rd Street boat ramp via the 3rd Street entrance. Except in the case of an emergency declared by the Mayor, cranes will not be allowed in the launch area for the purpose of launching boats or equipment.
12. Height and Width Barriers Prohibited: The Parking Administrator agrees that it shall in no way construct any barrier that will restrict the height and width of any vehicle that may be authorized to enter any public parking lot, parking facility, dock, or boat launch.
13. Traffic Flow: The Parking Administrator shall take such steps as are reasonably necessary to ensure that traffic flow into and out of the parking lot or facilities covered by this Agreement is not impeded, and that it does not create a hazard or danger to the persons or property.
14. Special Access: The Parking Administrator agrees that the City and authorized governmental agencies shall retain authority to enter any parking lot, facility, boat launch, or dock to perform any inspection of facilities, maintenance, management, police and emergency service operations, and any other governmental or City business. Any such City vehicle or governmental agency vehicle entering a lot subject to this Agreement shall not be required to pay a parking fee or otherwise abide by City parking regulations. In addition, all emergency vehicles shall be allowed to enter at all times without charge. This includes but is not limited to Kootenai County Sheriff's marine deputies, paramedics, and waterways department personnel.
15. Museum Parking Lot:
- A. Special Events: The City reserves the right, with twenty-four (24) hour notice to the Parking Administrator, to set aside four (4) spaces (at no charge) in the Museum Parking Lot for the purpose of providing parking for participants in special events and approved activities in the City Park.
- B. Designated Parking Spaces: The Museum Parking Lot shall have five (5) reserved parking spaces on the south side of the lot for which the Parking Administrator shall not charge. The City will clearly designate these spaces, which may include RV parking.
- C. Other Parking Needs: The City may choose to set aside all or a portion of the Museum Parking Lot for such purposes as the City deems necessary, for three (3) days annually. The City shall give the Parking Administrator two (2) weeks' notice of such an event. This does not include any loss of spaces caused by street closures by the Police Department.

16. Independence Point Parking Lot:

A. The Parties agree that the City may close the Independence Point parking lot for City activities at no cost to the City for no more than three (3) activities annually for a maximum of three (3) days per activity upon prior notice to the Parking Administrator. This would not include a closure necessitated by any street closures by the Police Department. In addition, the City may close the Independence Point Parking Lot to the general public when the lot is used as a staging ground or finishing point for parades or athletic events. Such closures shall be at no cost to the City.

B. The Parking Administrator may sell up to three (3) special packages at the Independence Point Lot, upon prior written approval of the City, to groups at a rate consistent with normal operations. When the Parking Administrator sells special packages for the Independence Point Lot, the Parking Administrator shall not allow parking except on the parking lot pavement. In such an event, third parties using the lot may be required by the City to post a performance bond to ensure compliance with the City's parking lot ordinance and to provide for damages to City property.

C. In the event a vehicle parks anywhere except on the pavement in the Independence Point Parking Lot during a special package event, the Parking Administrator shall donate One Thousand Dollars (\$1,000.00) to the City's Park Capital Improvement Fund and shall pay any damages resulting from parking off the pavement.

17. Mooring Docks:

A. No mooring shall be allowed along the seawall at the boat launch.

B. The Parking Administrator shall monitor boat moorage and prohibit commercial use of the docks. No alcoholic beverages, open flames, barbeques, or smoking shall be allowed on any of the docks. The Parking Administrator shall immediately contact the City Police or City Personnel to report violations.

18. Oversize Vehicles:

A. McEuen Parking Facility: The Parking Administrator shall allow oversize vehicles, including vehicles towing boat trailers, detached boat trailers, or recreational vehicles (RV's) to park in the McEuen Parking Facility if sufficient space is available. The designated spaces located in the parking area are to be used only by oversize vehicles from Memorial Day to Labor Day and at no time during that period shall the Parking Administrator allow other vehicles to use an oversize space. Oversize vehicles parking in the McEuen Parking Facility in such spaces shall be charged for one space so long as only one (1) space is used. In the event that more than one space is occupied, the Parking Administrator shall charge for each space occupied at the fee specified by the approved parking feeschedule.

B. Museum Parking Lot: Except as set forth in this paragraph, the Parking Administrator shall not allow trailers, including boat trailers, recreational vehicles (RVs), or oversized vehicles to park in the Museum Parking Lot. The Parking Administrator shall allow RVs to park in the Museum Parking Lot if the City designates parking spaces for RV use.

19. Vending Prohibited: The Parking Administrator shall not allow a third party to operate, nor shall it operate, any vending facility, other than for the payment for parking in any parking lot, facility, boat launch, or dock without the City's written authorization. Nothing herein shall be construed to prevent the City from authorizes vending in a public parking lot or facility in accordance with its Ordinances.

20. Maintenance of Parking Lots: The Parking Administrator shall, at all times during the term of this Agreement, maintain the parking lots, facilities, boat launches, and docks in a clean and presentable manner so as to be welcoming to the public and a good reflection on the City. The Parking Administrator shall also perform minor maintenance in the parking lots, facilities, boat launches, and docks at its expense to include: (a) ticket machines and pay stations (including lubrication, monthly inspections, and internal mechanisms); (b) light bulbs and heaters; and (c) operational signage.

Any and all damage, injury, or unsightly conditions (including that caused by lack of proper maintenance) present in the parking lots, facilities, boat launches, and docks shall be immediately repaired, reconstructed, or rectified to the satisfaction of the City. It is understood that cost of repairs greater than one-hundred dollars (\$100) for City-owned equipment and property will be borne by the City. However, the Parking Administrator shall make no repair to or perform maintenance on City-owned equipment or property, including asphalt, that will result in cost to the City without prior written permission of the City. Snow accumulation in excess of three(3) inches will be removed at the City's expense.

At all times during the term of this Agreement, the Parking Administrator shall maintain the parking lots, facilities, boat launches, and docks in a neat, clean, and sanitary fashion, with all litter and other debris collected and disposed of daily.

21. Signage: The Parking Administrator agrees that any signage for the parking lots, facilities, boat launches, and docks covered by this Agreement, and any wayfinding signs to which the Parties agree, shall be in a form acceptable to the City and shall comply with the City's sign ordinance. The Parking Administrator agrees to work with the City's Parking Commission to design a signage plan, including content and placement of signs, for the purpose of improving the information and direction provided to the public. Allowed signs should be use clear, simple, and accurate language to convey the spirit and intent of the City. Informational and directional signs shall be provided and installed by the City, and maintained by the Parking Administrator. Any operational signs will be provided by the Parking Administrator and must be in compliance with the City's Sign Code.

22. Compliance With Laws: The Parking Administrator agrees that it shall comply with all relevant federal, state, and local laws and regulations.

23. Hold Harmless: The Parking Administrator acknowledges that it acts as an independent contractor and not as an agent or employee of the City, and the Parking Administrator agrees to indemnify and hold the City harmless from any loss, claim, or other action to which the City is put or may be put by reason of any act or omission of the Parking Administrator, its agents or employees, or third parties in any manner arising or growing out of this Agreement, excepting only loss, claim, or other action caused by or resulting from the sole negligence of the City, or its agents or employees.

24. Insurance:

A. Liability: The Parking Administrator shall at all times during the term of this Agreement, at the Parking Administrator's own expense, maintain liability insurance naming the City as an additional insured in the amount of Five Hundred Thousand Dollars (\$500,000.00) for property damage or bodily or personal injury, death or loss as the result of any one occurrence regardless of the number of persons injured or number of claimants and from whatever cause.

B. Worker's Compensation: The Parking Administrator shall maintain Worker's Compensation coverage on all employees, including employees of subcontractors, during the term of this Agreement, as required by Idaho Code §§ 72-101 through 72-806. Should the Parking Administrator fail to maintain such insurance during the entire term hereof, the Parking Administrator shall indemnify the City against any loss resulting to the City from such failure, either by way of compensation or additional premium liability. The Parking Administrator shall furnish to the City, prior to commencement of the work, such evidence as the CITY may require which demonstrates the guarantee that contributions which will come due under the Idaho Worker's Compensation Law including, at the option of the CITY, a surety bond in an amount sufficient to make such payments.

C. Vehicles: The Parking Administrator shall at all times during the term of this Agreement, at the Parking Administrator's own expense, maintain liability insurance for any vehicles used, whether owned by the Parking Administrator or by a third party, naming the City as an additional insured in the amount of Five Hundred Thousand Dollars (\$500,000.00) for property damage or bodily or personal injury, death or loss as the result of any one occurrence regardless of the number of persons injured or number of claimants and from whatever cause. The Parking Administrator shall also maintain collision coverage to protect any vehicle provided by the City.

D. Certificates of Insurance: The Parking Administrator shall provide certificates of insurance as proof of the insurance required by this Agreement. Said certificates shall be in a form acceptable to the City and shall state the insurance shall not be canceled without thirty (30) day's written notice to the City Clerk.

25. Monthly Parking Permits:

A. For the McEuen Parking Facility, the Parking Administrator shall issue up to four hundred (400) permits on a monthly basis at the rate approved by the City Council. Permits may be used by the Permittee for any space on an “as available basis.”

B. For the Coeur d’Alene Avenue Parking Garage, the Parking Administrator shall issue up to two hundred and ninety (290) standard permits on a monthly basis at the rate approved by the City Council. Standard permits may be used by the Permittee for any space on an “as available basis,” except for Secured Parking spaces. For the Coeur d’Alene Avenue Parking Garage, the Parking Administrator shall issue up to eighty (80) secured parking permits on a monthly basis at the rate approved by the City Council. Secured parking permits may be used by the Permittee for the designated space only.

C. The Parking Administrator will be responsible for providing transferrable decals for display by the Permittee for each type of monthly permit, clearly indicating the type of permit.

D. The Parking Administrator will be responsible for the selection, billing, and collection of all monthly charges for the monthly parking permits. All permits must be purchased by the tenth (10th) day of the permitted month. Permits will not be pro-rated based on the date of purchase.

26. Annual Parking Permits for Residents:

A. The Parking Administrator shall issue annual parking permits for residents of the City of Coeur d’Alene and for residents of Kootenai County outside the city limits of Coeur d’Alene. The annual parking permit shall be based on a calendar year. The fee shall not be prorated for less than a full year regardless of when purchased.

B. The fees for the annual parking permits shall be set by resolution of the City Council and shall include a processing fee.

C. The City shall be responsible for determining the eligibility for such parking permits. The Parking Administrator is entitled to rely on the City’s eligibility determination.

27. Overnight Parking Fee: The Parties agree that the parking fee charged for overnight parking shall be set as per the parking fee schedule and that the fee is per space per twenty-four (24) hour period. Overnight parking shall constitute continuous parking between the hours of 11:00 p.m. and 6:00 a.m.

28. Third Street Dock Watercraft Launching Fees:

A. Watercraft Launching Fees: The Parking Administrator shall collect a watercraft launching fee pursuant to the approved fee schedule. In addition, the Parking Administrator shall collect a fee for a watercraft launching season pass pursuant to the parking fee schedule. The fee should be assessed to the towing vehicle.

B. Determination of Residency: Residency shall be determined by the towing vehicle's license plate or boat registration information.

29. Validation: Parking validations may be used upon such conditions as the Parking Administrator and the City may agree in writing.

30. Bonds:

A. Performance: The Parking Administrator shall provide a performance bond in the amount of Twenty-Five Thousand Dollars (\$25,000.00), in a form acceptable to the City Attorney, to secure the Parking Administrator's performance under this Agreement. Proof of said bond shall be provided to the City Clerk.

B. Payment: The Parking Administrator shall provide a labor and materialman's bond in the amount of Twenty-Five Thousand Dollars (\$25,000.00), in a form acceptable to the City Attorney, in order to secure payment for labor and materials which may be required as part of this Agreement. Proof of said bond shall be provided to the City Clerk.

C. Employee: The Parking Administrator shall maintain employee honesty bonding in the amount of at least Two Thousand Dollars (\$2,000.00) applicable to each of the Parking Administrator's employees responsible for collecting and handling parking fees. Proof of said bond shall be provided to the City Clerk.

31. Management Plan Alterations:

A. The City reserves the right to make minor alterations to the operational plan of the Parking Administrator as needed.

B. The parking lots and facilities may be used as termination points for parades in Coeur d'Alene with no compensation to the Parking Administrator.

C. The City may place a kiosk for information purposes in any parking lot, facility, or dock.

D. No changes to this Agreement or the methods of operation set forth herein shall be allowed without prior written consent of the City.

32. Consideration:

A. Gross Revenue: As used in this Agreement, the term “gross revenue” shall mean the amount of revenues collected less actual credit card processing fees.

B. Public Parking Lots (Independence Point, Museum, Memorial Field): The Parking Administrator is to guarantee to the City of Coeur d’Alene ninety thousand and no/100 dollars (\$90,000.00) annually, to be paid in 12 monthly payments of seven thousand five hundred and no/100 dollars (\$7,500.00) each. In addition, the Parking Administrator will pay to the City ninety-four (94%) of any gross revenue above One-hundred Eighty-eight thousand and no/100 Dollars (\$188,000.00) generated annually on the Museum Lot, the Independence Point Parking Lot, and the Memorial Field Parking lot. The payment for gross revenue above One-hundred Eighty-eight thousand and no/100 Dollars (\$188,000.00) is to be made following the conclusion of the fiscal year.

C. On-Street Parking: The Parking Administrator shall be paid: (1) forty-three thousand two hundred and no/100 dollars (\$43,200.00) annually. This amount shall be paid in twelve (12) equal monthly installments of three thousand six hundred and no/100 dollars (\$3,600.00) each. For purposes of this paragraph, the phrase “on-street parking” shall include the Downtown Core, E. Rosenberry Dr., and W. Hubbard Ave. The enforcement of parking regulations in the Library Parking Lot shall be included in the consideration for on-street parking.

D. McEuen Parking Facility: The Parking Administrator shall receive a fixed monthly management fee of four hundred ninety-five and no/100 dollars (\$495.00) per month, together with all operating expenses associated with the McEuen Parking Facility, including credit card processing fees and equipment expenses, not to exceed eight-nine thousand nine hundred and no/100 dollars (\$89,900.00) annually.

E. Coeur d’Alene Avenue Parking Garage: The Parking Administrator shall receive a fixed monthly management fee of four hundred ninety-five and no/100 dollars (\$495.00) per month, together with all operating expenses associated with the Coeur d’Alene Avenue Parking Garage, including credit card processing fees and equipment expenses, not to exceed sixty-seven thousand four hundred and no/100 dollars (\$67,400.00) annually.

F. 3rd Street Boat Launch: The Parking Administrator shall receive One Dollar (\$1.00) per launch fee collected and that the fee should be assessed to the towing vehicle. In the collection of annual season passes, the Parking Administrator shall receive Ten Dollars (\$10) for all annual passes issued.

G. Mooring Docks: The Parking Administrator shall be entitled to retain three hundred and no/100 dollars (\$300.00) per month, plus an amount equal to the credit card processing fee, from the moorage fees collected. If the moorage fees collected in a month are less than three hundred and no/100 dollars (\$300.00), plus the credit card processing fees, the Parking Administrator may carry over the amount owed to the succeeding

month(s). All amounts in excess of three hundred and no/100 dollars (\$300.00), plus the credit card processing fees, multiplied by the number of months completed in the current term, shall be remitted to the City.

H. Monthly and Annual Parking Permits: The Parking Administrator shall remit to the City on a monthly basis the monthly and annual parking permit fees collected pursuant to paragraphs 25 and 26 hereof. The Parking Administrator shall retain the credit card processing fee.

I. Violation penalties, fees, and charges: The Parking Administrator shall remit to the City the amount received by the Parking Administrator from any third-party contractor for any parking penalty, fee, or charge. If the Parking Administrator receives direct payment for any parking penalty, fee, or charge, it shall remit the same to the City less any credit card processing fee. All parking penalties, fees, or charges shall be remitted to the City on a monthly basis.

J. Payment Security: The City hereby represents, warrants, and covenants that all revenue-processing parking equipment and all related hosting and other systems servicing the parking facility or facilities that are the subject of this Agreement (collectively, the “Systems”), as deployed by the City in their current configuration and as configured in the future throughout the term of this Agreement, shall at all times be compliant with the then-prevailing card and payments industry standards governing the storing, handling, processing and transmission of card and other personal and financial information, including, but not limited to, all Payment Card Industry Data Security Standards (collectively, the “Standards”). If, for any reason and at any time, the Systems, or any portion thereof, are not in full compliance with the Standards, all costs related to such failure (including all fines) and for bringing the Systems into compliance shall be the sole responsibility of the City and shall be charged to the account of the City, with no liability or obligation of the Parking Administrator (including as any part of the Parking Administrator’s operating expenses of the parking facility or facilities for purposes of this Agreement). Further, the City shall save, indemnify, defend, and hold the Parking Administrator harmless from and against any and all claims, actions, causes of actions, liabilities, damages, fines, and costs (including attorneys’ and experts’ fees) incurred by, imposed upon, brought or asserted against the Parking Administrator and arising from any issues concerning the Standards. In addition, the City agrees that it will not hold the Parking Administrator in any way liable or responsible for any adverse impact on gross parking revenues to the City, which may arise from or in any way be related to any claimed or actual non-compliance of the Systems with the Standards. On an annual basis, and as otherwise reasonably requested by the Parking Administrator, the City shall provide the Parking Administrator with a certificate of attestation of compliance of the Systems with the Standards from a qualified security assessor and in a form reasonably satisfactory to the Parking Administrator.

33. Taxes: The Parking Administrator is responsible for the payment of any applicable taxes accruing as a result of this Agreement. In the event the Parking Administrator claims an

exemption from taxation, the burden shall be upon the Parking Administrator to show that it falls within a legal exemption.

34. Unlawful Activity Prohibited: The Parking Administrator shall not use nor occupy any parking lot, facility, boat launch, or dock, nor permit the use or occupancy of any such area, in a manner which is contrary to any federal, state, or local law, rule or regulation, or in any manner which would cause a public nuisance or waste to the premises.

35. Unauthorized Parking: The Parking Administrator shall immediately notify the City Police Department of any violation of any section of the City Code pertaining to parking. The applicable parking regulations are codified in Chapter 4.15 of the Coeur d'Alene Municipal Code and are by this reference incorporated herein.

36. Notices: Any notice under this Agreement shall be in writing and either personally served or placed in the United States Mail, postage prepaid, addressed to the Parking Administrator or the City Clerk at the addresses hereinafter stated. Service of any notice may also be accomplished in any manner provided for the service of process under Rule 5(b), Idaho Rules of Civil Procedure.

A. The address of the Parking Administrator is:

605 First Avenue, Ste. 600, Seattle, Washington 98104-2224

B. The address of the City Clerk is:

710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814-3958

The address for notice may be changed by written notice to the other party.

37. Choice of Laws; Venue: This Agreement shall be interpreted under the laws of the state of Idaho. Any litigation to enforce this Agreement shall be brought in the District Court of the First Judicial District of the State of Idaho, in and for the County of Kootenai. The prevailing party shall be allowed such reasonable amount for attorney's fees, costs, and expenses as the law allows.

38. Assignment: The Parking Administrator may not assign this Agreement, or any duty thereunder, without prior written approval of the City. The City may assign the City's rights, duties, and responsibilities, or any portion thereof, to such parties as the City in its sole discretion decides should be assigned the City's rights, duties, and responsibilities. The Parking Administrator acknowledges that the City has or may enter into contracts with the Coeur d'Alene Downtown Association, Inc., or other entities, assigning to such entity or entities some or all of the duties of the City set forth in this Agreement. The Parking Administrator acknowledges and agrees that another entity, as assigned by the City, may undertake oversight and management of the Parking Administrator's enforcement duties in the Downtown Core pursuant to this Agreement as it pertains to on-street parking enforcement. The City may also adopt a program to discourage repeat violators, as well as a program to discourage downtown employees and

business and property owners from utilizing on-street parking for their personal use in the Downtown Core. If such a program is adopted by the City, the City and the Parking Administrator will confer to reach agreement on any changes to enforcement the program may necessitate.

39. Termination for Cause: In the event the Parking Administrator fails, neglects, or refuses to perform any covenant or condition herein required, the City, at its option, may enforce specific performance of the terms hereof, or take such other recourse as may be open to it in law or in equity. Before declaring a default and taking legal action, the City shall notify the Parking Administrator in writing of the particulars of the default. The Parking Administrator shall have seven (7) business days from the time such written notice has been placed in the United States Mail addressed to the Parking Administrator at the address hereinabove stated, with proper postage affixed, within which to remedy the default. In lieu of service by mail, a notice of default or of termination may be served in the manner provided for the service of process under Rule 5(b), Idaho Rules of Civil Procedure. In the event of personal service, which may be made upon the Parking Administrator, or its agent or an employee at the above noted address, the Parking Administrator shall have five (5) days from the time of such service to remedy the default.

40. Termination for Convenience of the Parties: The Parties reserve the right to terminate this Agreement for the convenience of either party. In the event that the Parking Administrator wishes to terminate this Agreement pursuant to this paragraph, the Parking Administrator shall give the City sixty (60) days' written notice of its intent to terminate. In the event that the City wishes to terminate this Agreement pursuant to this paragraph, the City shall give the Parking Administrator thirty (30) days' written notice of its intent to terminate. All rights, duties, and responsibilities shall continue until the date of termination.

41. Collection: The City shall be responsible for the collection of all delinquent fines and other charges for violations of the parking provisions of the Municipal Code. The Parking Administrator shall notify the City daily of any payments for parking violations received by the Parking Administrator.

42. Appeals: The Parking Administrator shall render the decision on any appeal from the issuance of a parking violation. The Parking Administrator shall take into consideration all of the relevant facts presented and shall determine if there is good cause to waive, in whole or in part, the parking violation penalty, fee, or charge. The term "good cause" shall mean a legally or factually sufficient basis for the Parking Administrator's decision, and may include causes beyond the control of the vehicle operator. A unilateral mistake of fact or law on the part of the vehicle operator generally does not constitute "good cause." The decision of the Parking Administrator shall be in writing and is final.

43. Catastrophic Event: In the event of an unforeseen catastrophic event, such as a flood or other natural event, the City shall have a right to negotiate with the Parking Administrator concerning the event's impact on revenues and the need for the Parking Administrator's management of the event.

44. No Discrimination: In the performance of this Agreement, the Parking Administrator shall not discriminate on the basis of race, color, sex, religion, national origin, creed, sexual orientation, gender identity/expression, or age.

45. Paragraph Headings: The paragraph headings of this Agreement are for clarity in reading and are not intended to limit or expand the contents of the respective paragraphs to which they pertain.

46. Entire Agreement: This Agreement, with exhibits herein, constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing signed by the parties hereto.

47. Severability; Interpretation: If any term or provision of this Agreement is, to any extent, determined by a court of competent jurisdiction to be invalid and unenforceable, the remainder of this Agreement shall not be affected thereby, and the remaining terms remain enforceable to the fullest extent permitted by law. It is the intent of the Parties that if any provision hereof is capable of two reasonable constructions, one of which would render the provision void and the other of which would render the provision valid, the provision shall be construed such that it is valid.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this Agreement on behalf of said City, and the Parking Administrator has caused the same to be signed by its President, attested by its Secretary, the day and year first above written.

CITY OF COEUR D'ALENE

DIAMOND PARKING, INC.

By _____
Steve Widmyer, Mayor

By _____
Its _____

ATTEST:

ATTEST:

By _____
Renata McLeod, City Clerk

By _____
Secretary

CITY OF COEUR D'ALENE, IDAHO

**ORDINANCE NO. ____
COUNCIL BILL NO. 19-1018**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO, APPROVING THE URBAN RENEWAL PLAN FOR THE HEALTH CORRIDOR URBAN RENEWAL PROJECT, WHICH PLAN INCLUDES REVENUE ALLOCATION FINANCING PROVISIONS; AUTHORIZING THE CITY CLERK TO TRANSMIT A COPY OF THIS ORDINANCE AND OTHER REQUIRED INFORMATION TO COUNTY AND STATE OFFICIALS AND OTHER TAXING ENTITIES; PROVIDING SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR PUBLICATION OF ORDINANCE OR SUMMARY THEREOF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, by Resolution No. 97-151, dated August 5, 1997, the City Council (“City Council”) and Mayor of the City of Coeur d’Alene, Idaho (the “City”) created an urban renewal agency, the Coeur d’Alene Urban Renewal Agency, formerly dba Lake City Development Corporation, and now dba ignite cda (the “Agency”) authorizing it to transact business and exercise the powers granted by the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (hereinafter the “Law”), and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (hereinafter the “Act”), upon making the findings of necessity required for creating said Agency;

WHEREAS, following notice duly published and a public hearing, the City Council adopted its Ordinance No. 2842 on December 16, 1997, approving the Coeur d’Alene Urban Renewal Plan for Midtown, Northwest Boulevard, and Downtown Urban Renewal Project (the “Lake District Urban Renewal Plan”), and making certain findings;

WHEREAS, following notice duly published and a public hearing, the City Council adopted its Ordinance No. 3154 on November 18, 2003, approving the Lake District Amended and Restated Urban Renewal Plan, and making certain findings, which, in part, extended the termination date from 2012 to 2021;

WHEREAS, following notice duly published and a public hearing, the City Council adopted its Ordinance No. 3155 on November 18, 2003, approving the River District Redevelopment Plan, and making certain findings;

WHEREAS, following notice duly published and a public hearing, the City Council adopted its Ordinance No. 3337 on August 19, 2008, approving the Lake District Second Amended and Restated Urban Renewal Plan, and making certain findings;

WHEREAS, following notice duly published and a public hearing, the City Council adopted its Ordinance No. 3542 on July 13, 2016, approving the First Amendment to the Lake District Second Amended and Restated Urban Renewal Plan for the purpose of deannexing certain parcels from the existing revenue allocation area;

WHEREAS, following notice duly published and a public hearing, the City Council adopted its Ordinance No. 3543 on July 13, 2016, approving the First Amendment to the River District Redevelopment Plan for the purpose of deannexing certain parcels from the existing revenue allocation area;

WHEREAS, following notice duly published and a public hearing, the City Council adopted its Ordinance No. 3624 on December 4, 2018 approving the Second Amendment to the River District Redevelopment Plan for the purposes of 1) deannexing three (3) separate strips of land along the boundary of the existing revenue allocation area; and 2) to add two areas of land contiguous to the existing revenue allocation area (collectively, the “River District Redevelopment Plan, and the amendments thereto, are referred to as the “River District Plan”);

WHEREAS, following notice duly published and a public hearing, the City Council adopted its Ordinance No. 3625 on December 4, 2018 approving the Second Amendment to the Lake District Second Amended and Restated Urban Renewal plan for the purpose of adding certain area to the existing revenue allocation area (collectively, the “Lake District Urban Renewal Plan, and the amendments thereto, are referred to as the “Lake District Plan”);

WHEREAS, following notice duly published and a public hearing, the City Council adopted its Ordinance No. 3626 on December 4, 2018 approving the Atlas District Redevelopment Plan (the “Atlas District Plan”);

WHEREAS, the above referenced Lake District Plan, River District Plan and the Atlas District Plan and their project areas are collectively referred to as the “Existing Project Areas”;

WHEREAS, pursuant to Idaho Code § 50-2008, an urban renewal project may not be planned or initiated unless the local governing body has, by resolution, determined such area to be a deteriorated area or deteriorating area, or combination thereof, and designated such area as appropriate for an urban renewal project;

WHEREAS, an urban renewal plan shall (a) conform to the general plan for the municipality as a whole, except as provided in § 50-2008(g), Idaho Code; and (b) shall be sufficiently complete to indicate such land acquisition, demolition and removal of structures, redevelopment, improvements, and rehabilitation as may be proposed to be carried out in the urban renewal area, zoning and planning changes, if any, land uses, maximum densities, building requirements, and any method or methods of financing such plan, which methods may include revenue allocation financing provisions;

WHEREAS, Idaho Code § 50-2906, also requires that in order to adopt an urban renewal plan containing a revenue allocation financing provision, the local governing body must make a finding or determination that the area included in such plan is a deteriorated area or deteriorating area;

WHEREAS, based on inquiries and information presented, the City, Agency and other stakeholders commenced certain discussions concerning examination of an area as appropriate for an urban renewal project;

“WHEREAS, in 2018, Panhandle Area Council, Inc. (“PAC”) authored an eligibility report for the area referred to as the Health Corridor and surrounding properties;

WHEREAS, the Agency obtained the Health Corridor Urban Renewal Eligibility Report in 2018 (the “2018 Report”) prepared by PAC which examined the Health Corridor for the purpose of determining whether such area was a deteriorating area and/or a deteriorated area as defined by Idaho Code Sections 50-2018(9) and 50-2903(8);

WHEREAS, pursuant to Idaho Code §§ 50-2018(9) and 50-2903(8), which define a deteriorating area and a deteriorated area, many of the conditions necessary to be present in such an area are found in the Health Corridor including, but not limited to:

- a. Predominance of defective or inadequate street layout;
- b. Predominance of obsolete buildings;
- c. Diversity of ownership;
- d. Proximity to the border of an adjacent state;
- e. Deterioration of site and other improvements (sanitary sewer);
- f. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
- g. Unsanitary or unsafe conditions; and
- h. Any combination of such factors.

WHEREAS, the effects of the listed conditions cited in the 2018 Report result in economic underdevelopment of the area, substantially impairs or arrests the sound growth of a municipality, constitutes an economic or social liability, and is a menace to the public health, safety, morals, or welfare in its present condition or use;

WHEREAS, under the Law and Act, Idaho Code §§ 50-2018(9) and 50-2903(8)(f), the definition of a deteriorated area or a deteriorating area shall not apply to any agricultural operation as defined in Idaho Code § 22-4502(1) absent the consent of the owner of the agricultural operation except for an agricultural operation that has not been used for three (3) consecutive years;

WHEREAS, the Health Corridor did not include any parcels subject to such consent;

WHEREAS, the City Council, by Resolution No. 18-065 dated December 18, 2018, and the Agency, by Resolution No. 19-02 dated December 19, 2018, declared the Health Corridor described in the 2018 Report to be a deteriorated area or deteriorating area as defined by Chapters 20 and 29, Title 50, Idaho Code, as amended, that such area is appropriate for an urban renewal project and directed the Agency to commence preparation of an urban renewal plan or plan amendment for the area designated;

WHEREAS, in order to implement the provisions of the Act and the Law either the Agency may prepare a plan, or any person, public or private, may submit such plan to the Agency;

WHEREAS, the Agency has prepared the proposed Health Corridor Plan for the area previously designated as eligible for urban renewal planning;

WHEREAS, the Health Corridor Plan proposes to create an urban renewal area commonly known as the Health Corridor District Project Area, which area is shown on the Project Area and Revenue Allocation Boundary Map and generally described in the Description of the Project Area and Revenue Allocation Area, which are attached to the Health Corridor Plan as Attachments 1 and 2 respectively.

WHEREAS, the Act authorizes the Agency to adopt revenue allocation financing provisions as part of an urban renewal plan;

WHEREAS, the Health Corridor Plan contains revenue allocation financing provisions as allowed by the Act;

WHEREAS, in order to implement the provisions of the Act, the Agency prepared and adopted the Health Corridor Plan and submitted the Health Corridor Plan and recommendation for approval thereof to the City;

WHEREAS, as required by the Act, the Agency has reviewed the information within the Health Corridor Plan concerning the use of revenue allocation funds and approved such information and considered and approved the Health Corridor Plan at its meeting on October 9, 2019 by adoption of Resolution No. 20-01;

WHEREAS, the Agency submitted the Health Corridor Plan to the Mayor and City Council and to the Planning and Zoning Commission for consideration and review as required by the Law and the Act;

WHEREAS, the Mayor and City Clerk have taken the necessary action to process the Health Corridor Plan;

WHEREAS, pursuant to the Law, at a meeting held November 12, 2019, the Coeur d'Alene Planning and Zoning Commission considered the Health Corridor Plan and found that the Health Corridor Plan is in all respects in conformity with the Comprehensive Plan and forwarded its findings to the City Council. A copy of the Finding is attached hereto as Exhibit 1;

WHEREAS, notice of the public hearing of the Health Corridor Plan was caused to be published in the *Coeur d'Alene Press* on October 18 and November 1, 2019, a copy of said notice being attached hereto as Exhibit 2;

WHEREAS, as of October 17, 2019, the Health Corridor Plan was submitted to the affected taxing entities, available to the public, and under consideration by the City Council;

WHEREAS, the City Council during its regular meeting of November 19, 2019, held such public hearing;

WHEREAS, as required by Idaho Code §§ 50-2905 and 50-2906, the Health Corridor Plan contains the following information with specificity which was made available to the general public and all taxing districts prior to the public hearing on November 19, 2019, the regular meeting of the City Council, at least thirty (30) days but no more than sixty (60) days prior to the date set for final reading of the ordinance: (1) a statement describing the total assessed valuation of the base assessment roll of the revenue allocation area and the total assessed valuation of all taxable property within the municipality; (2) a statement listing the kind, number, and location of all proposed public works or improvements within the revenue allocation area; (3) an economic feasibility study; (4) a detailed list of estimated project costs; (5) a fiscal impact statement showing the impact of the revenue allocation area, both until and after the bonds are repaid, upon all taxing districts levying taxes upon property in the revenue allocation area; and (6) a description of the methods of financing all estimated project costs and the time when related costs or monetary obligations are to be incurred; (7) a termination date for the plan and the revenue allocation area as provided for in Idaho Code § 50-2903(20); and (8) a description of the disposition or retention of any assets of the Agency upon the termination date;

WHEREAS, the Health Corridor Plan authorizes certain projects to be financed by revenue allocation bonds or loans and proceeds from revenue allocation;

WHEREAS, appropriate notice of the Health Corridor Plan and revenue allocation provision contained therein has been given to the taxing districts and to the public as required by Idaho Code Sections 50-2008 and 50-2906;

WHEREAS, it is necessary and in the best interests of the citizens of the City to approve the Health Corridor Plan and to adopt, as part of the Health Corridor Plan, revenue allocation financing provisions that will help finance urban renewal projects to be completed in accordance with the Health Corridor Plan in order to (1) encourage private development in the urban renewal area; (2) to prevent and arrest decay of the Health Corridor District Project Area due to the inability of existing financing methods to provide needed public improvements; (3) to encourage taxing districts to cooperate in the allocation of future tax revenues arising in the Health Corridor District Project Area in order to facilitate the long-term growth of their common tax base; (4) to encourage the long-term growth of their common tax base; (5) to encourage private investment within the City and (6) to further the public purposes of the Agency;

WHEREAS, the City Council finds that the equalized assessed valuation of the taxable property in the revenue allocation area described in Attachments 1 and 2 of the Health Corridor Plan is likely to increase as a result of initiation of urban renewal projects in accordance with the Health Corridor Plan;

WHEREAS, under the Law and Act, any such plan should provide for (1) a feasible method for the location of families who will be displaced from the urban renewal area in decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families; (2) the urban renewal plan should conform to the general plan of the municipality as a whole; (3) the urban renewal plan should give due consideration to the provision of adequate park and recreational areas and facilities that may be desirable for neighborhood improvement, with special consideration for the health, safety and welfare of the children residing in the general vicinity of the site covered by the plan; and (4) the urban renewal plan should afford maximum opportunity, consistent with the sound needs of the municipality as a whole, for the rehabilitation or redevelopment of the urban renewal area by private enterprise;

WHEREAS, the base assessment roll of the Health Corridor District Project Area, together with the base assessment roll values of the Existing Project Areas, cannot exceed ten percent (10%) of the current assessed values of all the taxable property in the City;

WHEREAS, the City Council at its regular meeting held on November 19, 2019, considered the Health Corridor Plan as proposed and made certain comprehensive findings.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF COEUR D'ALENE:

SECTION 1: It is hereby found and determined that:

- (a) The Health Corridor District Project Area, as defined in the Health Corridor Plan, is a deteriorated or a deteriorating area, as defined in the Law and the Act, and qualifies as an eligible urban renewal area under the Law and Act.
- (b) The rehabilitation, conservation, development and redevelopment of the urban renewal area pursuant to the Health Corridor Plan are necessary in the interests of public health, safety, and welfare of the residents of the City.
- (c) There continues to be a need for the Agency to function in the City.
- (d) The Health Corridor Plan conforms to the Comprehensive Plan of the City of Coeur d'Alene, as amended.
- (e) The Health Corridor Plan gives due consideration to the provision of adequate park and recreation areas and facilities that may be desirable for neighborhood improvement, and shows consideration for the health, safety, and welfare of any residents or businesses in the general vicinity of the urban renewal area covered by the Health Corridor Plan.
- (f) The Health Corridor Plan affords maximum opportunity consistent with the sound needs of the City as a whole for the rehabilitation, development and redevelopment of the Project Area by private enterprises.

- (g) Pursuant to Idaho Code Sections 50-2007(h) and 50-2008(d)(1), the Health Corridor Plan provides a feasible method for relocation of any displaced families residing within the Health Corridor District Project Area.
- (h) The Health Corridor Plan includes the requirements set out in Idaho Code § 50-2905 with specificity.
- (i) The Health Corridor Plan is sufficiently complete to indicate such land acquisition, demolition and removal of structures, redevelopment, improvements, and rehabilitation as may be proposed to be carried out in the urban renewal area, zoning and planning changes, if any, land uses, maximum densities, building requirements, and any method or methods of financing such plan, which methods may include revenue allocation financing provisions.
- (j) The urban renewal area, which includes the deteriorating area, as defined in Idaho Code §§ 50-2018(9) and 50-2903(8)(f), does not include any agricultural operation for which the Agency has not received a written consent, or has not been used for agricultural purposes for three (3) consecutive years.
- (k) The portion of the Health Corridor District Project Area which is identified for non-residential uses is necessary and appropriate to facilitate the proper growth and development standards in accordance with the objectives of the Comprehensive Plan to overcome economic disuse, the need for improved traffic patterns, and the need for the correlation of this area with other areas of the City.
- (l) The portion of the Health Corridor District Project Area which is identified for residential uses is necessary and appropriate as there is a shortage of housing of sound standards and design which is decent, safe and sanitary in the City; that the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas; that the conditions of blight in the area and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime and constitute a menace to the public health, safety, morals, or welfare; and that the acquisition of the area for residential uses is an integral part of and essential to the program of the City.
- (m) The base assessment roll of the Health Corridor District Project Area, together with the base assessment roll values of the Existing Project Areas, do not exceed ten percent (10%) of the current assessed values of all the taxable property in the City.
- (n) The Health Corridor Plan includes a revenue allocation provision and the City has determined that the equalized assessed valuation of the revenue allocation area will likely increase as the result of the initiation of an urban renewal project.

SECTION 2: The City Council finds that one of the Health Corridor Plan objectives to increase the residential opportunity does meet the sound needs of the City and will provide

housing opportunity in an area that does not now contain such opportunity, and the portion of the Health Corridor District Project Area which is identified for nonresidential uses is necessary and appropriate to facilitate the proper growth and development standards in accordance with the objectives of the Coeur d'Alene Comprehensive Plan to overcome economic disuse, the need for improved traffic patterns, and the need for the correlation of this area with other areas of the City.

SECTION 3: The Health Corridor Plan is attached hereto as Exhibit 3 and is made a part hereof, and the same is hereby approved. As directed by the City Council, the City Clerk and/or the Agency may make certain technical corrections or revisions in keeping with the information and testimony presented at the November 19, 2019, hearing and incorporate changes or modifications, if any.

SECTION 4: No direct or collateral action challenging the Health Corridor Plan shall be brought prior to the effective date of this Ordinance or after the elapse of thirty (30) days from and after the effective date of this Ordinance adopting the Health Corridor Plan.

SECTION 5: Upon the effective date of this Ordinance, the City Clerk is authorized and directed to transmit to the County Auditor and Tax Assessor of Kootenai County and to the appropriate officials of the City of Coeur d'Alene, Coeur d'Alene School District #271, Kootenai County, Kootenai County Ambulance, Post Falls Highway District, Lake Highway District, North Idaho Junior College, Kootenai County Hospital and the State Tax Commission a copy of this Ordinance, a copy of the legal description of the boundaries of the Revenue Allocation Area, and a map or plat indicating the boundaries of the Revenue Allocation Area.

SECTION 6: The City Council hereby finds and declares that the Revenue Allocation Area as defined in the Health Corridor Plan, the equalized assessed valuation of which the City Council hereby determines is in and is part of the Health Corridor Plan is likely to continue to increase as a result of the initiation and completion of urban renewal projects pursuant to the Health Corridor Plan.

SECTION 7: The City Council hereby approves and adopts the following statement policy relating to the appointment of City Council members as members of the Agency's Board of Commissioners: If any City Council members are appointed to the Board, they are not acting in an ex officio capacity but, rather, as private citizens who, although they are also members of the City Council, are exercising their independent judgment as private citizens when they sit on the Board. Except for the powers to appoint and terminate Board members and to adopt the Health Corridor Plan, the City Council recognizes that it has no power to control the powers or operations of the Agency.

SECTION 8: So long as any Agency bonds, notes or other obligations are outstanding, the City Council will not exercise its power under Idaho Code § 50-2006 to designate itself as the Agency Board.

SECTION 9: So long as any Agency bonds, notes or other obligations are outstanding, the City Council will not modify the Health Corridor Plan in a manner that would result in a reset

of the base assessment value to current value in the year modification occurs as further set forth in the Act.

SECTION 10: This Ordinance shall be in full force and effect immediately upon its passage, approval, and publication, or publication of a summary thereof, and shall be retroactive to January 1, 2019, to the extent permitted by the Act.

SECTION 11: The provisions of this Ordinance are severable, and if any provision of this Ordinance or the application of such provision to any person or circumstance is declared invalid for any reason, such declaration shall not affect the validity of remaining portions of this Ordinance.

SECTION 12: All ordinances, resolutions, orders or parts thereof in conflict herewith are hereby repealed, rescinded and annulled.

SECTION 13: SAVINGS CLAUSE. This ordinance does not affect an action or proceeding commenced or right accrued before this ordinance takes effect.

APPROVED, ADOPTED and SIGNED this ____ day of _____, 2019.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

- Exhibit 1: Recommendation Finding the Health Corridor Plan in Conformity with the Comprehensive Plan
- Exhibit 2: Notice Published in the Coeur d'Alene Press
- Exhibit 3: Health Corridor Plan

[Please note: Exhibits were provided at the November 19, 2019 City Council meeting]

**CITY COUNCIL MEETING
STAFF REPORT**

DATE: November 27, 2019

FROM: TROY TYMESEN, CITY ADMINISTRATOR

RE: APPROVAL OF PURCHASE OF DONALD CADDEN STATUE,
“OPEN ARMS”

DECISION POINT: To approve the purchase of former ArtCurrents statue known as “Untitled,” renamed “Open Arms,” by artist Donald Cadden, SJ, for the price of \$7,100.00.

HISTORY: In June, 2015, the City of Coeur d’Alene Arts Commission issued a call to artists for the 2015/16 Fiscal Year ArtCurrents Program. One of the pieces selected was by artist Donald Cadden, SJ, originally titled “Unnamed.” Father Cadden, who died in 2018, was a Jesuit Priest who lived and worked at Gonzaga, and owned a studio/shop in Garwood. His art works are primarily held privately throughout the Northwest. Val Kunz, a close family friend and estate representative, has been working with Father Cadden’s nephew, who is the heir to his artwork, and has offered the piece to the City of Coeur d’Alene at a reduced price. The original price of the statue was \$13,000, and if it had sold while in the ArtCurrents program, the artist would have received \$9,750, with the city receiving a 25% commission. After negotiation, the estate representative has indicated that they would be willing to reduce the price of the statue to \$7,100, which is about 45% off of the original asking price. The statue is currently in storage at the Street shop. It was previously on display on the corner of 6th & Sherman Avenue for over four years and has held up well. On November 26, 2019, the Arts Commission recommended the purchase of the statue, to be added to the City’s permanent public art collection and eventually placed in the Atlas Waterfront development in the Lake URD District.

The art piece was originally titled “Unnamed” for the reason that Father Cadden did not like to name his pieces because he wanted people to decide without pre-conceived ideas. Since that time, his family has decided that the title of the piece should be “Open Arms.”

FINANCIAL: The total price for the statue is \$7,100. Funding for the purchase will come from the Public Art Fund – Lake District URD. Ignite cda annually provides a percentage of its budget to the City for public art within the urban renewal districts.

DECISION POINT/RECOMMENDATION: To approve the purchase of Father Donald Cadden’s statue, “Open Arms” in the amount of \$7,100.



Donald Cadden, SJ
"Open Arms"

RESOLUTION NO. 19-062

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE PURCHASE OF THE FORMER ARTCURRENTS SCULPTURE KNOWN AS "UNTITLED," RENAMED "OPEN ARMS," BY ARTIST DONALD CADDEN, SJ, IN THE AMOUNT OF \$7,210.00.

WHEREAS, the City Administrator of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene authorize the purchase of the former ArtCurrents sculpture known as "Untitled," renamed "Open Arms," by artist Donald Cadden, SJ, in the amount of Seven Thousand Two Hundred Ten and no/100 Dollars (\$7,210.00).

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City purchase the sculpture entitled "Open Arms" by artist Donald Cadden, SJ, for the amount of \$7,210.00; and

BE IT FURTHER RESOLVED that the Mayor and City Clerk be directed to take such steps necessary to effect said purchase on behalf of the City.

DATED this 3rd day of December, 2019.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER ENGLISH Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER EVANS Voted _____

_____ was absent. Motion _____.

To: Mayor and City Council

From: Troy Tymesen; City Administrator

Re: City of Coeur d'Alene Employee Benefits Trust

Date: December 3, 2019

Decision Point: Should the City Council approve the funding as the final requirement from the Department of Insurance (DOI) to transition from a fully-insured plan to a self-funded City of Coeur d'Alene Employee Benefits Trust.

History: On March 19, 2019, City Council approved funding for an actuarial study to assist the City in migrating to a self-funded health insurance program. Since that time, the actuarial study was completed and the required application for approval to begin a self-funded program was submitted to the DOI.

Most of the areas of the DOI application that have been under review are nearing a close and the City is making good progress towards the originally planned January 1, 2020 implementation date. The next required step by the DOI is proof of initial deposit of reserve funds into the City of Coeur d'Alene Employee Benefits Trust bank account. In order to satisfy the DOI for the January 1, 2020 implementation date, funds need to be deposited into the trust bank account by December 16, 2019.

Financial Analysis: The initial deposit amount due by December 16, 2019, as outlined by the actuarial certification received from Milliman, is \$600,000. A second reserve deposit of \$800,000 will need to be funded into the trust the first week of January 2020. These funds are required and will ensure there are adequate reserves to pay claims in the event of high medical utilization. Moving forward, the ongoing medical premium contributions will fund the trust to finance the medical benefits for City employees. The initial funding will come from the General Fund's fund balance which is not included in the Fiscal Year 2019-20 Financial Plan but was anticipated during the budget planning. Upon approval this expense will be included in the 2019-20 Budget Amendment.-

Performance Analysis: The City anticipates that transitioning from fully insured to self-funded will increase cost efficiencies of the City's medical plan and the trust will be able to provide greater flexibility (i.e. pharmacy PBM, stop loss, disease management, etc.).

The employees that have been accepted as trustees for the City of Coeur d'Alene Employee Benefits Trust by the DOI, and agreed upon by the Medical Review Committee, are Randy Adams, Vonnie Jensen, Melissa Tosi, Bill Dodd and Brady Reed.

Recommendation: The City Council should approve the funding as the final requirement from the DOI to transition from a fully insured plan to a self-funded City of Coeur d'Alene Employee Benefits Trust.

RESOLUTION NO. 19-063

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE CITY OF COEUR D'ALENE EMPLOYEE BENEFITS TRUST IRREVOCABLE TRUST AGREEMENT.

WHEREAS, the City Administrator of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene approve the City of Coeur d'Alene Employee Benefits Trust Irrevocable Trust Agreement, pursuant to terms and conditions set forth in said 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 approve such Agreement.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City approve the City of Coeur d'Alene Employee Benefits Trust Irrevocable Trust Agreement, 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 3rd day of December, 2019.

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 _____.

**CITY OF COEUR D'ALENE EMPLOYEE BENEFITS TRUST
IRREVOCABLE TRUST AGREEMENT
(EFFECTIVE JANUARY 1, 2020)**

WHEREAS, the City of Coeur d'Alene (the "**Plan Sponsor**") desires to provide healthcare coverage for its employees through a self-funded healthcare benefit plan;

WHEREAS, the Plan Sponsor intends that the employee self-funded healthcare benefit plan shall be funded through an irrevocable trust fund in accordance with the terms set forth in this Trust Agreement and chapter 40, title 41, Idaho Code;

WHEREAS, the self-funded healthcare benefit plan referred to as the City of Coeur d'Alene Employee Benefits Plan (the "**Plan**") and the irrevocable trust fund shall both be managed and administered by the undersigned Trustees through an entity that is separate and independent from the Plan Sponsor or employer; and

WHEREAS, all funds contributed to the irrevocable trust fund shall be fiduciary funds held in the name of the Plan for the benefit of eligible employees and their dependent(s).

NOW, THEREFORE, the undersigned parties do hereby declare, create and establish a self-funded healthcare benefit plan and irrevocable trust fund, both of which are managed and administered through an independent entity as set forth below:

**ARTICLE 1
AGREEMENT BY THE TRUSTEES**

Subject to applicable law, the undersigned Trustees, by execution of this Trust Agreement, (i) accept the trusteeship and applicable fiduciary duties, and (ii) declare that they will manage and administer the self-funded healthcare benefit plan and the herein established irrevocable trust fund and that the business of said management shall be conducted independently from the Plan Sponsor or employer through the herein named entity, and (iii) agree to otherwise perform the duties of a Trustee as set forth in this Trust Agreement and the provisions of chapter 40, title 41, Idaho Code.

**ARTICLE 2
DECLARATION OF TRUST FUND**

2.1 DECLARATION AND NAME OF IRREVOCABLE TRUST FUND

The signatory parties hereby declare and create an irrevocable employee benefit trust fund, established as an entity in the name of the Plan and referred to as:

The City of Coeur d'Alene Employee Benefits Trust (the "**Trust Fund**").

2.2 PURPOSE OF TRUST FUND

The Trust Fund is established pursuant to chapter 40, title 41, Idaho Code, as amended, for the following purposes:

- 2.2.1 As an entity independent, separate and apart from the Plan Sponsor or employer; and
- 2.2.2 As a vehicle for funding the self-funded healthcare benefits provided under the Plan, including receiving all applicable contributions to the Plan; and
- 2.2.3 As a mechanism for creating, amending, administering and managing the Plan; and
- 2.2.3 As an irrevocable trust account from which distributions are made in such amounts and to such persons as the Administrator and/or Trustees shall direct to provide for the payment of self-funded healthcare benefits incurred by Plan Beneficiaries and for the payment of Plan operational costs.

2.3 AUTHORITY OF THE TRUST FUND

The Trust Fund described herein shall have the authority:

- 2.3.1 To have and use an appropriate descriptive name;
- 2.3.2 To sue and be sued in its own name;
- 2.3.3 To contract in its own name. All such contracts shall be in writing and shall be signed by the Trustees of the Trust Fund, and if there is more than one (1) Trustee, the contract may be so executed by one (1) Trustee if so authorized by all Trustees;
- 2.3.4 To borrow money and give security therefor; and
- 2.3.5 To engage exclusively in transactions authorized or required by chapter 40, title 41, Idaho Code, or reasonably incidental thereto.

2.4 DURATION OF TRUST AGREEMENT AND TRUST FUND

This Trust Agreement is effective as of the Effective Date on the signature page below and shall continue in effect on an indefinite basis until such time as it may be terminated in accordance with the provisions of Article 11 hereof and chapter 40, title 41, Idaho Code. The Trust Fund shall exist contemporaneously with this Trust Agreement.

2.5 IRREVOCABILITY OF THE TRUST FUND

The Plan Sponsor has no right or authority to alter, amend, revoke, or terminate any transfer of funds or property into the Trust Fund.

2.6 CONTRIBUTIONS TO AND PAYMENTS FROM TRUST FUND

All contributions are to be paid in advance, deposited in and disbursed from the trust accounts held by the Trust Fund as created by this Trust Agreement.

- 2.6.1 All funds and monies received by the Plan and all funds billed and paid as contributions to the Trust Fund shall be timely deposited in the trust account, pursuant to Section 41-4008(3), Idaho Code. Contributions by employees, if any, shall be made by periodic payroll deduction as specified in Idaho Code § 41-4004(c).
- 2.6.2 The Trustees may bring an action to collect contributions if coverage has been provided or if benefits have been paid and either no contributions or an incorrect amount of contributions has been paid. If the Trustees are successful in bringing legal action, the Trust Fund, in addition to the contributions, shall be entitled to interest at the legal rate, court costs, and attorneys' fees.
- 2.6.3 Any contributions and other assets received by the Plan and Trust Fund may be deposited in a trust fund account in one or more banks or similar financial institutions supervised by the United States or a state.

2.7 Non-alienation / noninurement of Assets

- 2.7.1 The assets of the Trust Fund shall never inure to the benefit of the Plan Sponsor nor any employer and shall be held for the exclusive purposes of providing the self-funded healthcare benefits under the Plan to Beneficiaries and defraying reasonable expenses of administering the Trust Fund and the Plan.
- 2.7.2 Neither the assets of the Trust Fund nor the Trust Fund are liable to any obligation of the Plan Sponsor or employer nor are they subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge, and any such attempt shall be null and void, except for assignments relating to the payment of claims under the Plan.
- 2.7.3 The funds in the Trust Fund are fiduciary funds and are not liable to any obligation of the Plan Sponsor or employer, nor are the fiduciary funds held in the Trust Fund subject to garnishment, levy, attachment, lien, charge, or execution by any person, and any such attempt shall be null and void except as provided by applicable law.

2.8 TITLE TO TRUST FUND ASSETS

Title to the Trust Fund and any monies or property therein or within its custody and control shall be vested in the Trust Fund, maintained in the name of the Trust, and remain exclusively within the control of the Board of Trustees. All funds held in the Trust Fund or within its custody and control are fiduciary funds. No Plan Sponsor, employer, Beneficiary, or claim against the Board of Trustees, except as provided in this Trust Agreement, shall

have any right, title, or interest in the Trust Fund; or any right in or to the assets held therein; or the power to alter, amend, revoke or terminate any transfer of funds or property into the Trust Fund.

2.9 APPLICATION AND LIABILITIES OF TRUST FUND

The Trust Fund is legally liable for the payment of all applicable benefits stated in the schedule of benefits for the Plan in effect at the time the claim arises. Neither the Plan Sponsor, nor any other party hereto, shall be responsible for the acts of the Trustees, or for any debts, liabilities, or obligations of the Trust Fund, except as described herein.

ARTICLE 3 DEFINITIONS

- 3.1 “ADMINISTRATOR” is a Person, if other than the Trustee, employed or contracted by the Board of Trustees to provide administrative services to the Plan and Trust Fund. An individual, firm, corporation or legal entity may be an Administrator of the Plan
- 3.2 “BENEFICIARY” is any individual entitled, under the terms of the Plan, to payment by the Trust Fund of any part or all of the cost of any healthcare service rendered to such Beneficiary.
- 3.3 “CLAIMS LIABILITY” is the total of all incurred and unpaid claims, including incurred but not reported claims, for allowable benefits under the Plan that are not reimbursed or reimbursable by stop-loss insurance provided by a carrier authorized to transact insurance in the state of Idaho.
- 3.4 “CONTRIBUTION” is the amount paid or payable by the employer and/or employee into the Trust Fund.
- 3.5 “DEPARTMENT” is the Idaho Department of Insurance.
- 3.6 “DIRECTOR” is the Director of the Idaho Department of Insurance.
- 3.7 “FIDUCIARY” is a Person entrusted with the duty to act for the benefit of someone else; who must exercise a high degree of care; and who must subordinate his/her/its own personal interests in the event that there is a conflict.
- 3.8 “INSOLVENT” means that the Trust Fund is unable to pay the Plan’s obligations when they are due or that the assets of the Trust Fund do not exceed its liabilities.
- 3.9 “PERSON” is any individual, corporation, limited liability company, partnership, association, firm, syndicate, organization, educational institution or any other public or private entity organized or recognized under the laws of the state of Idaho.
- 3.10 “SELF-FUNDED PLAN” or “PLAN” is defined as a single employer plan, other than a

plan providing only benefits under Idaho Worker's Compensation laws found in title 72, Idaho Code, under which payment for medical, surgical, hospital, pharmacy, dental, and/or vision benefits and other services for prevention, diagnosis, or treatment of any disease, injury, or bodily condition of a Beneficiary is, or is to be, regularly provided for or promised from funds created or maintained in whole or in part by contributions or payments thereto by the employer and the employees. For purposes of this definition, a "Self-Funded Plan" or "Plan" consists of one or more documents, including without limitation this Trust Agreement, the written statement of benefits, the financial statements of the Trust Fund, all full and accurate records covering all financial transactions and affairs of the Trust Fund, the actuarial study by a Qualified Actuary certifying the rates, all contracts between the Trust and any claims Administrator, or any other service company/provider including the Plan Sponsor, and any stop-loss insurance agreement, under which said services are provided for or promised from funds created or maintained in whole or in part by contributions or payments thereto by the Plan Sponsor, employer or employee, or any combination thereof.

- 3.11 "PLAN SPONSOR" is the City of Coeur d'Alene, who is the Person creating the self-funded healthcare benefit plan described herein for the benefit of the Plan's Beneficiaries.
- 3.12 "QUALIFIED ACTUARY" or "ACTUARY" is an actuary having experience in establishing rates for a self-funded plan and the health services being provided, and who is also a fellow of the society of actuaries, a member of the American Academy of Actuaries or an enrolled actuary under the Employee Retirement Income Security Act of 1974, as amended.
- 3.13 "SURPLUS" is the excess of the assets minus the liabilities of the Plan, which liabilities shall include the claims liability of the Plan.
- 3.14 "TRUST AGREEMENT" or "IRREVOCABLE TRUST AGREEMENT" is this Trust Agreement between and among the Trustee and the Plan Sponsor whereby under its terms the Plan Sponsor cannot retain the power to alter, amend, revoke or terminate the transfer of funds or property held in trust.
- 3.15 "TRUST FUND" is the City of Coeur d'Alene Employee Benefits Trust established in conjunction with the Plan for the receipt of contributions from the Plan Sponsor, employer and employees, if applicable, and for the payment of or with respect to healthcare service costs of Beneficiaries. For purposes of this definition, the "Trust Fund" is an entity independent of the Plan Sponsor established in accordance with this Trust Agreement and governed by Trustees for the purpose of managing and administering the Plan. The "Trust Fund" shall be comprised of all bank accounts or savings accounts or certificates together with all investments made and held in the name of the Plan by the Trustees, all monies received by the Trustees and any other property received and held in the name of the Plan by the Trustee for uses, purposes and trusts set forth in this Trust Agreement.
- 3.16 "TRUSTEE" is the Trustee, whether a single or multiple Trustees, of the Trust Fund, appointed and who have accepted said appointment under the terms of and pursuant to this

Trust Agreement.

ARTICLE 4 THE BOARD OF TRUSTEES

4.1 TRUSTEE AS FIDUCIARY

Any Person acting as a Trustee is a Fiduciary acting on behalf of the Beneficiaries of the Plan and the Trust Fund in such capacity. An individual appointed by the Plan Sponsor and who meets the qualifications herein may be a Trustee of the Trust Fund.

4.2 NUMBER OF TRUSTEES

The Board of Trustees shall consist of five (5) Trustees. The initial Trustees shall be those individuals who are appointed under this Trust Agreement and who accept such appointment by affixing their signatures to this Trust Agreement (or amendments hereto).

4.3 QUALIFICATIONS OF TRUSTEE

A Trustee shall be an individual who demonstrates the character, fitness and competence to function in such role and is qualified by training and/or experience to perform such services as a fiduciary on behalf of the Beneficiaries of the Plan and the Trust Fund. The Plan Sponsor shall be neither a Trustee nor an Administrator for the Plan or the Trust Fund. An employee of the Plan Sponsor may be a Trustee, provided the individual meets the requirements of chapter 40, title 41, Idaho Code, and is not an executive-level officer of the Plan Sponsor.

4.4 TENURE

Each Trustee shall continue to hold office until the Trustee's death, incapacity, resignation or removal as provided in this Trust Agreement.

4.5 COMPENSATION OF TRUSTEES

Trustees will serve without compensation for his/her/its services as Trustee under this Trust Agreement, except as permitted by law (such as Section 41-4015, Idaho Code, or its subsequent equivalent) and as approved by the Trustees. However, Trustees may receive reimbursement for reasonable and necessary expenses incurred in the performance of services as a Trustee under this Trust Agreement. The Board of Trustees shall establish a policy setting forth the conditions for the reimbursement of such expenses.

4.6 INDEMNIFICATION OF TRUSTEES

The Trustees shall be indemnified out of the assets of the Trust Fund for all liabilities or expenses incurred or imposed on the Trustees in connection with any claim, suit, action, or proceeding concerning the Trust Fund, or the Trustees' acts or omissions as Trustees,

including legal fees and amounts paid in compromise or settlement, unless such acts or omissions constitute gross negligence, willful misconduct, or lack of good faith; PROVIDED, however, the foregoing shall not relieve the Trustees from liability that may be established under Sections 41-4009(5) and 41-4017, Idaho Code.

4.7 PROHIBITED PECUNIARY INTERESTS

No Plan Sponsor, Trustee, Administrator, or other person having responsibility for the management of the Plan or the investment or other handling of the Trust Fund shall:

- 4.7.1 Receive directly or indirectly or have a pecuniary interest, either directly or indirectly, in any fee, commission, or compensation, or emolument, other than salary or other similar compensation regularly fixed and authorized for services duly rendered to the Plan, arising out of any transaction to which the Trust Fund is or may become a party.
- 4.7.2 Receive compensation as a consultant to the Plan while also acting as a Trustee or Administrator, or as an employee of either the Trust Fund or the Plan.
- 4.7.3 Have any direct or indirect material pecuniary interest in any loan or investment related to the Trust Fund.

4.8. FIDELITY BOND

The Trustees, and each of them, shall obtain a fidelity bond, or coverage deemed by the Director to be equivalent to a fidelity bond, in the name of the Trust Fund, for the purpose of protecting the Trust Fund from acts of fraud and dishonesty by the Plan's Trustees, directors, officers and employees in connection with the Trust Fund or Plan. Such bond shall be in an amount equal to the greater of ten percent (10%) of the contributions received by the Plan or ten percent (10%) of the benefits paid during the preceding calendar year. If the Plan was not in operation during the preceding calendar year, the bond shall be in an amount equal to ten percent (10%) of the contributions projected to be received by the Plan during its first year of operation. Notwithstanding, the amount of any bond shall be not less than twenty-five thousand dollars (\$25,000) or more than five hundred thousand dollars (\$500,000).

ARTICLE 5 CHANGES TO THE BOARD OF TRUSTEES

5.1 CHANGE IN TRUSTEES, OFFICERS OR MANAGEMENT OF TRUST FUND

The Board of Trustees shall provide written notice to the Director of any change in any of the Trustees, officers or management personnel of the Trust Fund, which notice shall include biographical affidavits of any new Trustee, officer or management personnel.

5.2 RESIGNATION OF TRUSTEE(S)

A Trustee may resign and subsequent thereto shall be discharged from further duty or responsibility hereunder by giving at least sixty (60) days' prior written notice to the Chairman of the Board of Trustees. The notice shall state the date such resignation is to be effective, and such resignation shall take effect on said date unless a successor Trustee shall have been appointed at an earlier date. If a successor Trustee has been appointed, the resignation shall take effect immediately upon the appointment of the successor Trustee.

5.3 REMOVAL OF TRUSTEES

A Trustee may be removed from office at any time for good cause upon written notice signed by a majority of the Board of Trustees, which notice shall be sent by registered or certified mail and which notice shall state a date when the removal shall take place. Good cause shall include the Trustee's failure to demonstrate ongoing character, fitness and competence to manage and administer the Trust Fund and the Plan and may also be established by and one or more of the following examples:

- 5.3.1 A Trustee's breach of his/her/its fiduciary duty to the Trust Fund, the Plan and/or the Beneficiaries;
- 5.3.2 A Trustee's failure to attend more than fifty percent (50%) of the meetings of the Board of Trustees in a Plan year;
- 5.3.3 A Trustee's having or acquiring a pecuniary interest prohibited by Section 4.7 above;
- 5.3.4 A determination of the Trustee's mental incapacity;
- 5.3.5 The Director's removal of the Trustee in accordance with Section 41-4015(3), Idaho Code.

5.4 SUCCESSOR TRUSTEE

In case any Trustee shall die, become incapable of acting under this Agreement, resign, or be removed, a successor Trustee shall promptly be appointed by a written notice signed by the Plan Sponsor and upon written notice to the Director.

- 5.4.1 Appointment of a successor Trustee shall be effective not less than thirty (30) days after notice is delivered to the Director for his review and approval of such appointment.
- 5.4.2 A successor Trustee shall become vested with all the rights, powers, and duties of a Trustee upon (i) appointment as a successor Trustee, and (ii) acceptance by such successor Trustee of the trusteeship in a writing filed with the Trustees.

5.4.3 Until the appointment of a successor Trustee, the remaining Trustees' majority vote shall have full power to act under this Agreement.

5.5 RETURN OF TRUST PROPERTY

A Trustee, upon leaving office for any reason, shall forthwith turn over and deliver to the Chairman of the Board of Trustees any and all books, records, documents, instruments, reports, monies and other property in the possession or control of the Trustee that belong to the Trust Fund and/or that was received by said Trustee in his/her/its official capacity as Trustee.

ARTICLE 6 TRUST FUND ADMINISTRATION

6.1 OFFICE OF TRUST FUND

The Trust Fund's principal office shall be in Coeur d'Alene, Idaho.

6.2 AGENTS FOR SERVICE OF PROCESS

The Trustees may designate an administrative agent, or another person, as agent of the Trust Fund for the purpose of accepting service of legal process.

6.3 MEETINGS OF THE BOARD OF TRUSTEES

The business of the Board of Trustees shall be conducted at regular or special meetings. The Board of Trustees shall establish a schedule for regular meetings, which shall meet, at a minimum, on a quarterly basis. Any one or more Trustees may call a meeting of the Board of Trustees at any time by giving at least seven (7) business days' written notice of the time and place of the meeting to the remaining Trustees. Meetings of the Board of Trustees may be held at any time without written notice if all of the Trustees consent to the meeting.

6.4 QUORUM OF TRUSTEES

For the purposes of conducting business, a quorum of the Board of Trustees shall be a majority of Trustees then serving who are present at the regular or special meeting in person or telephonically.

6.5 VOTING

Each Trustee shall have one vote on all matters in any meeting of the Board of Trustees. Action will be taken by a majority of the Trustees present either in person or telephonically. Proxy may be allowed in any action by the Board of Trustees.

6.6 ACTIONS ON BEHALF OF TRUST FUND

The Board of Trustees is hereby authorized to act on behalf of or as agent of the Trust Fund and to execute all negotiable instruments, certificates, contracts, government reports, and other legal documents on behalf of the Trust Fund. Neither the Plan Sponsor, nor any individual employed thereby, nor any individual Trustee shall have any authority to act on behalf of or as agent of the Trust Fund; PROVIDED, however, the Board of Trustees may from time to time delegate to a Trustee, Administrator, depository bank, or custodian bank by written service agreement the authority to act on behalf of the Trust Fund for designated purposes, such as signing contracts, reports, and/or administrative tasks. Any such written service agreement shall delineate the duties and responsibilities of each party and shall specify the Trust is the owner of any documents generated as a result of the delegation of authority.

6.7 ADMINISTRATORS

Any Administrator that is retained by the Board of Trustees to act as a third-party claims administrator must be licensed and bonded as an administrator pursuant to title 41, chapter 9, Idaho Code.

6.8 RECORDS

The Board of Trustees shall cause full and accurate records of the Trust Fund to be maintained, including but not limited to the records of the administration of the Trust Fund, the minutes and records of any official meetings of the Board of Trustees, records of all receipts and disbursements, all investments purchased or sold, all delegations of authority, and such related correspondence. All records shall be kept until the Department has filed an examination report of the Plan covering the period of said records but no longer than seven (7) years from the date of the record, and no such record shall be destroyed during any liquidation or runoff period. The Board of Trustees shall have ownership of and produce such records to the Director as required by law.

ARTICLE 7 AUTHORITY OF THE BOARD OF TRUSTEES

7.1 GENERAL AUTHORITY

The Board of Trustees shall have the authority to execute and hold all contracts and agreements entered into with the Trust Fund for the purpose of providing the self-funded healthcare benefits to Beneficiaries under the Plan, and to take such actions as may be necessary in the management and administration of the Plan and this Trust Fund and to carry out the purposes of this Trust Agreement.

7.2 AMENDMENTS TO TRUST AGREEMENT

Subject to the prior review and approval by the Department, the Board of Trustees with the written approval of the Plan Sponsor may amend this Trust Agreement. The Board of Trustees shall file such amendments with the Director not less than thirty (30) days before the same shall become effective.

7.3. DESIGN OF PLAN

- 7.3.1 The Board of Trustees and the Plan Sponsor shall identify and agree upon the benefits, the Beneficiaries, and the source and amount of funding necessary to provide said benefits under the Plan.
- 7.3.2 The Board of Trustees shall establish administrative procedures for managing and providing the benefits outlined in the Plan, including but not limited to the review of adverse benefit determinations and other claims arising in the operation and administration of the Plan, including any external review of adverse benefit determinations as required by law and found in title 41, chapter 59, Idaho Code.

7.4. ADDITIONAL POWERS

In addition to the powers described in this Article, the Board of Trustees shall have the authority to take the following actions:

- 7.4.1 To collect contributions to pay for the benefits and services provided for through the Plan.
- 7.4.2 To refund contributions that have been paid to the Trust Fund in error, as permitted by law.
- 7.4.3 To issue assessments to and collect from the Plan Sponsor in such amounts as necessary to establish and maintain the reserves required by Section 41-4010, Idaho Code.
- 7.4.4 To fund the surplus amounts required by Section 41-4010 by borrowing monies guaranteed by a surplus note as defined in Idaho Code § 41-2841 and in the name of the Trust Fund, PROVIDED, the form of the surplus note is first approved by the Director.
- 7.4.5 To pay, at the expense of the Trust Fund, all taxes or assessments and other Trust Fund expenses that may be lawfully levied or assessed against the Trust Fund.
- 7.4.6 To prosecute legal actions, or claims involving potential legal actions, at the expense of the Trust Fund and in the name of the Trust Fund or an assignee.
- 7.4.7 To defend, settle, or compromise legal actions, or claims involving legal actions, and investigatory proceedings initiated against the Trust Fund, or against one or more Trustees, that pertain to the administration of the Trust Fund. Notwithstanding any other provisions of this Trust Agreement, the Trustees are not obligated to defend, settle, or compromise legal actions, or claims involving legal actions, and investigatory proceedings brought against a Trustee for grossly negligent acts and/or acts of willful misconduct.

- 7.4.8 To correct errors in Trust Fund records when they are discovered, and to take appropriate action with respect to such corrections.
- 7.4.9 To interpret and apply the provisions of this Trust Agreement with respect to the operation and administration of the Trust Fund.
- 7.4.10 To delegate all or part of their responsibilities, except for the power to alter, amend, revoke or terminate the Trust Fund, and except for the Trustees' obligations arising under Section 41-4009, Idaho Code, regarding the investment of Trust funds, for the operation and administration of the Trust Fund to providers of services whom the Trustees may designate; PROVIDED, however, the Trustees cannot delegate or transfer any fiduciary obligations.
- 7.4.11 To contract with one or more investment managers who (i) is registered as an investment adviser under the Investment Advisers Act of 1940; (ii) is a bank as defined in that Act; or (iii) is an insurance company qualified to manage, acquire, or dispose of assets of an employee benefit plan under the laws of more than one state. Any such investment manager shall acknowledge, in writing, that it is a fiduciary with respect to the Trust Fund's assets. Any investment of funds of the Trust Fund shall be made and held in the name of the Trust Fund and shall be subject to the restrictions described in Section 41-4009, Idaho Code, and no investment shall be made unless authorized in writing by the Board of Trustees and so shown in the records of the Trust Fund.

ARTICLE 8 DUTIES OF BOARD OF TRUSTEES

8.1 DUTIES OF BOARD OF TRUSTEES

The Board of Trustees shall have the duties of managing and administering the Trust Fund and administering the Plan, and holding and investing assets held by the Trust Fund for the purpose of providing funding for the self-funded healthcare benefits to be paid under the Plan on behalf of the Beneficiaries, and entering into any other contracts or arrangements necessary to fund and provide the self-funded healthcare benefits contemplated through the Plan. The Board of Trustees also shall have the specific duties described in this Trust Agreement, and any other duties that are imposed upon them by applicable law.

8.2 FIDUCIARY STANDARDS

The Board of Trustees, collectively and individually, shall discharge their duties and manage and administer the Trust Fund assets as fiduciaries solely in the interest of the Beneficiaries and for the exclusive purposes of (1) providing benefits under the Plan to the Beneficiaries; and (2) defraying reasonable expenses of administering the Trust Fund and the Plan. In carrying out their duties, the Board of Trustees, collectively and individually, shall act with the necessary care, skill, prudence, and diligence. The Board of Trustees shall

act in accordance with the documents and instruments governing the Trust Fund insofar as such documents and instruments are consistent with chapter 40, title 41, Idaho Code and shall act in accordance with chapter 40, title 41, Idaho Code; Idaho Department of Insurance Rule 27, IDAPA 18.01.27; and any other applicable laws.

8.3 SPECIFIC DUTIES OF THE BOARD OF TRUSTEES

The Board of Trustees shall have the following specific duties under this Trust Agreement of which the actual performance of these duties may be delegated to professional advisers or Administrator(s):

- 8.3.1 To establish procedures whereby all contributions by the Plan Sponsor are made directly to the Trust Fund and all contributions by employees, if any, are made by regular periodic payroll deductions, except as to contributions made by an employee during an absence from such employment or in a reduced paycheck situation.
- 8.3.2 To establish procedures whereby all contributions made to the Trust Fund are paid in advance and deposited and disbursed from the Trust Fund.
- 8.3.3 To submit the Plan for approval to the Department and obtain registration of the same from the Director.
- 8.3.4 After registration of the Plan and in addition to the required quarterly and annual filings and other requirements provided in chapter 40, title 41, Idaho Code, and other applicable Idaho laws, the Trustee shall file the following documents with the Director for review and approval not less than thirty (30) days before the effective date thereof:
 - 8.3.4.1 An actuarial study as described in Section 41-4005(2)(e), Idaho Code, calculating new rates for the next Plan year or more frequent period if there are any midterm rate changes;
 - 8.3.4.2 Any changes in the policy form, benefits, or summary plan description;
 - 8.3.4.3 Any amendments or changes made to the stop-loss agreement or agreements, including change of carriers;
 - 8.3.4.4 Any amendments or changes made to administrative, service or management agreements;
 - 8.3.4.5 Any amendments or changes to the fidelity bond or other coverage the Director deemed equivalent pursuant to Section 41-4014(3), Idaho Code;

- 8.3.4.6 Any amendments or changes to this Trust Agreement; and
- 8.3.4.7 Any change in the Board of Trustees, officers or management of the Trust Fund, which notice shall include biographical affidavits of any new Trustee, officer or management personnel.
- 8.3.5 To provide written notice in the summary plan description that the Plan is not insurance and does not participate in the Idaho Life and Health Guaranty Association.
- 8.3.6 To ensure initial and subsequent contribution rates are calculated by a Qualified Actuary and include a reasonable provision for adverse deviation and a reasonable contribution to surplus.
- 8.3.7 To establish procedures in establishing actuarially certified rates for the Plan that are reasonably adequate to provide for full payment of all benefits promised to Beneficiaries by the Plan and sufficient to cover all other costs of operation.
- 8.3.8 To establish and maintain in the Trust Fund the reserves described in Article 9 herein.
- 8.3.9 To notify the Director immediately upon learning or receiving information that indicates that the surplus of the Trust Fund has fallen below the minimum surplus requirements.
- 8.3.10 To make and execute any and all contracts and other documents necessary or appropriate to carry out the duties contained herein and to effectuate the purposes of the Trust Fund and the Plan.
- 8.3.11 To furnish to each Beneficiary a copy of the summary plan description, which includes a written statement or schedule adequately and clearly stating all benefits currently provided under the Plan, as well as all applicable restrictions, limitations, and exclusions, and procedure for filing a claim for benefits. A copy of the Plan will be furnished to a Beneficiary upon request.
- 8.3.12 To maintain a record of contributions made to the Trust Fund.
- 8.3.13 To maintain a record of insurers (if any) and their mailing addresses.
- 8.3.14 To request from the Plan Sponsor and the Beneficiaries information necessary to the maintenance of the Plan and the continuation, operation and administration of the Trust Fund.
- 8.3.15 To maintain the funding of the Trust Fund on an actuarially sound basis by assuring that the assets and income of the Trust Fund are adequate under

reasonable estimates to fund all of the self-funded healthcare benefits provided under the Plan and to cover all other costs of operation.

- 8.3.16 To maintain a record of any service providers and their addresses and a copy of any agreements with said service providers.
- 8.3.17 To maintain reports and documents as required by the Department and provide such material to the Department as required.
- 8.3.18 To promptly make the books, records and account of the Plan and Trust Fund available to the Department and its examiners in Idaho and otherwise facilitate the examination.
- 8.3.19 To cause full and accurate records and accounts to be entered and maintained during the existence of the Trust Fund covering the financial transactions and affairs of the Trust Fund and maintain the Trust Fund's ownership and access to the records and accounts.
- 8.3.20 To ensure that any audit of the Plan and/or the Trust Fund shall be completed independently of any other entity.
- 8.3.21 To ensure an annual written financial statement is prepared within no later than ninety (90) days after close of a fiscal year, summarizing the financial transactions of the Trust Fund for such fiscal year and the financial condition of the Trust Fund at the end of such year in a form acceptable to the Director, certified by the accountant who audited financial information, and presented in accordance with generally accepted accounting principles ("GAAP").
- 8.3.22 To keep a copy of the annual financial statement on file in the business office from which the Plan and Trust Fund is operated and to ensure such annual financial statement is available for review by any Beneficiary at all reasonable times for a period of not less than three (3) years from the date of the financial statement.
- 8.3.23 To ensure that the annual financial statement is accompanied by a certified actuarial opinion prepared in accordance with actuarial standard of practice number 28 addressing the soundness of the Trust Fund, its surpluses and its reserves and to require the Qualified Actuary to retain the actuarial work papers until the Department has filed an examination report of the Plan covering the period of the actuarial opinion but, in any case, no longer than seven (7) years from the date of the actuarial opinion.
- 8.3.24 To file with the Department within no later than ninety (90) days from the end of the fiscal year the annual financial statement described in this Subsection accompanied by the certified actuarial opinion also described herein.

- 8.3.25 To remit to the Department, along with the financial statement and the certified actuarial opinion, the annual fee and a tax computed at the rate of four cents (4¢) per month per beneficiary covered by the Plan during the fiscal year of the annual statement with respect to all Beneficiaries working or residing in Idaho.
- 8.3.26 To file quarterly supplemental unaudited financial reports and other periodic supplemental unaudited financial reports in a form and at the times prescribed by the Director.

**ARTICLE 9
RESERVES AND SURPLUS**

9.1 RESERVES.

- 9.1.1 *Claims Reserve.* The Board of Trustees shall establish and maintain in the Trust Fund reserves in the amount as certified by a Qualified Actuary as being necessary for payment for claims liability. The reserves shall be reasonably adjusted on a quarterly basis in an amount as determined by a Qualified Actuary or some other qualified person who has been authorized by the Director.
- 9.1.2 *Contribution Deficiency Reserve.* In the event future claims payments plus future costs of operation are greater than future contributions plus current reserves, the Board of Trustees shall ensure a reserve is created through the Plan in an amount equal to future claims payments plus future costs of operation, less future contribution, less current reserves.
- 9.1.3 *Other Reserves.* The Board of Trustees shall have other reserves as required by Idaho Code § 41-4010(1)(b) or other applicable law.
- 9.1.4 The *Claims Reserve, Contribution Deficiency Reserve, and other reserves as set forth in Idaho Code § 41-4010(1)(b)* shall constitute liabilities in any determination of the financial condition of the Trust Fund.

9.2 SURPLUS

- 9.2.1 The Board of Trustees shall establish and maintain in the Trust Fund a surplus equal to at least the equivalence of three (3) months of contributions for the current Plan year; or one hundred ten percent (110%) of the difference between the total dollar aggregate stop-loss attachment point plus costs of operation and the total dollar expected contributions for the current Plan year. The Board of Trustees shall meet the minimum surplus requirements no later than twelve (12) months after the date of initial operation.
- 9.2.2 A surplus note, approved by the Director and as defined in Section 41-2841, Idaho Code, may be used to fund the surplus described in this Subsection and shall not be accounted as a liability of the Trust Fund.

- 9.2.3 The Board of Trustees may elect to fund up to one-third (1/3) of the surplus required by this Subsection through a clean, irrevocable letter of credit approved by the Director, issued in favor of the Trust Fund by a federally or state chartered bank having a branch office in Idaho. The irrevocable letter of credit cannot be guaranteed by a pledge of any assets of the Plan nor can the funding be in the form of prepaid contributions or other loan or associated with offsetting liability.
- 9.2.4 Until the Plan has a prior operating history, the Board of Trustees shall ensure that the minimum surplus requirements of this section are met no later than twelve (12) months after the date of initial operation. Thereafter, the Board of Trustees shall ensure that the Trust Fund maintains the minimum surplus requirements at all times throughout the year.

ARTICLE 10 INVESTMENTS OF THE TRUST FUND

10.1 TITLE TO INVESTMENTS

The Board of Trustees is authorized to make certain investments as described herein and in accordance with chapter 40, title 41, Idaho Code, of available Trust Fund monies; PROVIDED, that all such investments shall be made and held in the name of the Trust Fund, and the interest and yield thereon shall inure to the benefit of the Trust Fund.

10.2 WRITTEN AUTHORIZATION

No investment shall be made by or on behalf of the Trust Fund unless authorized in writing by the Board of Trustees and included in the records of the Trust Fund.

10.3 ALLOWED INVESTMENTS

The Board of Trustees may invest the available Trust Fund monies in only the following kinds of investments:

- 10.3.1 General obligations of the United States government, or of any state, district, commonwealth, or territory of the United States, or of any municipality, county, or other political subdivision or agency thereof.
- 10.3.2 Obligations, including the payment of principal and interest thereon of which are guaranteed by any such government or agency.
- 10.3.3 Corporate bonds and similar obligations meeting the requirements specified for investment of funds of insurers under Section 41-711, Idaho Code.
- 10.3.4 Collateral loans, including payment of principal and interest of which are adequately secured by securities in which the Trust Fund could lawfully invest directly.

10.3.5 Deposits, savings accounts, and share accounts in chartered banks and savings and loan associations located in the United States. An investment in any one (1) such institution may not be in excess of the amount covered by applicable deposit, savings, and share account insurance, unless otherwise authorized by the Director.

10.3.6 Investments as permitted by Sections 41-714 and 41-716, Idaho Code, provided that the combined amount of such investments shall not exceed ten percent (10%) of the total assets of the Trust Fund.

10.4 PROHIBITED INVESTMENTS

In addition to investments excluded under Subsection 10.1 of this Article 10, the Board of Trustees is expressly prohibited from investing Trust Fund monies in:

10.4.1 Any loan to or security of any Plan Sponsor including any employer participating in the Plan or to or of any trustee, officer, director, subsidiary or affiliate of any such Plan Sponsor or participating employer;

10.4.2 The security of any person in which the Trustee, Administrator, or any consultant of the Plan has a direct or indirect material pecuniary interest;

10.4.3 Real property or loans thereon; or

10.4.4 Any personal loan.

10.5 PERSONAL LIABILITY FOR PROHIBITED INVESTMENT

Any person who authorizes any investment of Trust Fund monies and/or assets in violation of this Trust Agreement and/or in violation of chapter 40, title 41, Idaho Code, shall, in addition to other penalties that may be applicable, be liable for all loss suffered by the Trust Fund on account of the investment.

10.6 NON-ASSET

No investment made in violation of this Section shall constitute an "asset" in any determination of the financial condition of the Trust Fund.

ARTICLE 11 TERMINATION

11.1 EVENTS OF TERMINATION

11.1.1 Upon motion and written request, the Board of Trustees may request that the Director terminate the registration of the Plan.

11.1.2 The Director may terminate the registration of the Plan for violation(s) of chapter 40, title 41, Idaho Code.

11.1.3 The Trust may terminate for the reasons specified in Idaho Code §§ 41-4004 and 41-4005 or other applicable law.

11.2 LIQUIDATION AND PLAN OF LIQUIDATION

Upon the termination of the registration of the Plan, the Trust Fund shall be liquidated as soon as practicable.

11.2.1 If the Plan is solvent, liquidation shall be conducted by the Trustee(s) under a plan of liquidation prepared in writing by the Trustee(s) and filed with and approved by the Director as fair and equitable to all persons having a pecuniary interest in the Trust Fund. Any balance or assets of the Trust Fund remaining after payment or adequate provision for all claims and charges against the Trust Fund shall be disposed of in such manner as provided for in the plan of liquidation. Unless the plan of liquidation provides that liability for all unpaid claims and obligations of the Trust Fund has been unconditionally assumed by other financially responsible person(s) and the third party contract has been submitted to the Department for its review, the existence of surplus funds for such disposition shall not be determined prior to the expiration of two (2) years after termination of the registration.

11.2.2 If the Trust Fund is insolvent, the Director shall carry out the liquidation in accordance with title 41, chapter 33, Idaho Code, or its subsequent equivalent.

ARTICLE 12 GENERAL PROVISIONS

12.1 SINGULAR/PLURAL AND HEADINGS

Whenever any words are used in this Trust Agreement in the singular form, they shall be construed as though they were also used in the plural form in all cases where they would so apply. Titles of articles and headings of sections are inserted for convenience of reference and they are not part of, nor shall they be used to construe, any term or provision of this Trust Agreement.

12.2 NOTICES

Any notices permitted or required by this Trust Agreement shall be delivered in person to the intended recipient, shall be sent by email to the intended recipient, or shall be sent to such person by first-class mail or overnight courier to his or her last known address.

12.3 SEVERABILITY

If any term or provision of this Trust Agreement or of the Plan is held to be unlawful or invalid for any reason, such unlawfulness or invalidity shall not affect the remaining portions of this Trust Agreement.

12.4 CONSTRUCTION

This Trust Agreement shall be construed and interpreted in accordance with the laws of the State of Idaho.

SIGNATURES

This Trust Agreement is hereby adopted and is effective January 1, 2020 (the “Effective Date”).

PLAN SPONSOR:

By: _____

Its: _____

Date: _____

The undersigned Trustees do hereby acknowledge and affirm that they individually have read the entirety of this Trust Agreement and further acknowledge and affirm that as fiduciaries they may individually be held personally liable for their acts and omissions and for the acts and omissions of the Board of Trustees. In acknowledgement and acceptance of the fiduciary responsibilities described herein and in conjunction with the adoption of this Trust Agreement, the undersigned Trustees do hereby accept and affirm their appointment as Trustees, and agree to abide by the terms of this Trust Agreement establishing the:

THE CITY OF COEUR D'ALENE EMPLOYEE BENEFITS TRUST

BY THE BOARD OF TRUSTEES:

_____	_____
	Date
_____	_____
	Date
_____	_____
	Date
_____	_____
	Date
_____	_____
	Date