

Coeur d'Alene

CITY COUNCIL MEETING

April 21, 2015

MEMBERS OF THE CITY COUNCIL:

Steve Widmyer, Mayor

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

CONSENT CALENDAR

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

April 7, 2015

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 April 7, 2015 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

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

CALL TO ORDER: The meeting was called to order by Mayor Widmyer.

INVOCATION: An invocation was provided by Ron Hunter from the Church of the Nazarene.

PLEDGE OF ALLEGIANCE: The pledge of allegiance was led by Councilmember Adams.

AMENDMENT TO THE AGENDA: **Motion** by: McEvers, seconded by Evans to move the public comments agenda item forward to be placed after Presentations. **Motion Carried.** **Motion** by Gookin, seconded by McEvers to move the Public Hearing regarding LID 151 forward on the agenda to be heard prior to the General Services items. **Motion Carried.**

JOBS PLUS PRESIDENT INTRODUCTION:

Eve Knudtsen, Interim Vice Chairman of Jobs Plus, introduced Gynii Abracosa Gilliam as the new President of Jobs Plus. Ms. Abracosa Gilliam explained that the new vision of Jobs Plus is a broadened vision of business to include expansion of existing businesses, business attraction, and entrepreneurial activities. Additionally, they will be working to advance collaboration within the community, be proactive in lead generation, and look for particular targeted industry needs. Ms. Abracosa Gilliam invited the community to their annual meeting on the 23rd. She mentioned that the community has expressed excitement to see Jobs Plus working with existing businesses. Mayor Widmyer welcomed her and said he looks forward to working with her in the future.

HOSPITAL CORRIDOR TRAFFIC PLAN:

Jeremy Evans, Kootenai Health Vice President of Operations presented the Medical Corridor Traffic Improvement Plan. Mr. Evans stated that they have been working with JUB on a traffic

improvement plan for over a year with input from Idaho Transportation Department, KMPO, and the City. He explained that the roads within the study area are governed by different agencies including the Federal Highway Administration, the State, and the City, which requires a collaborative approach. The campus has grown with the vision of becoming a regional medical center. The study estimated 1.1 million patient, visitor, staff, and vendor vehicle trips annually. He reviewed the timeline of the process which began in March 2014, leading to the current phase of seeking stakeholder support. Brad Marshal from JUB Engineering stated improvements are recommended to Ironwood, US 95, and a campus loop to the north side. Specifically, they are seeking additional lanes at the Ironwood and US 95 intersection. To the south, where the Interlake Building is located, they would seek right-in right-out turns only. He explained that the loop road would be on the north end of the campus as a one-way street until you reach the hospital entrance, with a control signal at the intersection of Emma and Ironwood Drive. This is called the Phase 1 - 2015/2016 project. He reviewed the plan for the 2017-2020 projects to include a cul-de-sac at Ironwood Court, a signal between Kootenai Health and the Interlake Building, opening Medina Avenue from Ironwood, a signal at Emma and U.S. 95, and right-in right-out turns directly into the north side of Kootenai Health from U.S. 95. Preliminary costs are based on conceptual drawings and he believes costs will lower as bids are received. Mr. Evans clarified that there are a lot of different solutions offered and funding will be a collaborative process and they plan to move forward with a design which will provide more specifics in costs.

Councilmember Gookin asked for clarity in how traffic would flow around Peak Fitness. Mr. Marshal explained that there would be a traffic signal at that intersection that will allow a better left turn option. Councilmember Gookin expressed concern about the northern traffic reaching the emergency room entrance. Mr. Marshal felt that they could address the flow with signage. Mayor Widmyer asked City Engineer Dobler if he has sought funding sources for those items the City is listed as a partnering agency. Mr. Dobler explained that as they move forward with design that the City could engage that design and refine the numbers. He felt that the State could be a potential funding source in the next year or two. Councilmember Edinger stated that he felt that the traffic flow around the emergency room exit was excessive. Mr. Evans stated that there would be a new intersection there in the future. In the meantime, the traffic signal planned at Ironwood Place would provide more pause breaks to allow traffic to get out.

PROCLAMATION- FAIR HOUSING MONTH:

Mayor Widmyer proclaimed April as Fair Housing Month and Community Planning Director Hilary Anderson accepted the proclamation. Ms. Anderson stated that the Fair Housing code is important for our community to provide housing opportunities to all citizens. It brings awareness that housing discrimination does exist. She mentioned that a Housing Needs Survey and Housing Assessment is currently underway and feels it will work well with meeting the goals of Vision 2030 related to housing.

PUBLIC COMMENTS:

Sharron Alexander, Coeur d'Alene, asked the City to pass the no soliciting code as she feels that it is needed with growth of the community. She explained that she has had many solicitors come

to her house that have been rude and intimidating. Additionally, she hopes the Art Commission would bring in art that would reflect the history of our community. She is disappointed at the entrance piece in McEuen Park.

Rosalie Jensen, Coeur d'Alene, expressed concern with the proposed 8th Street bike lanes. She understood that the parking on the East side of the street would remain, as that is how they access their side yard and driveway. The street area is dangerous and it is a racetrack from Young Avenue to the corner and she feels it would still be dangerous for bicyclists. She felt that additional patrols for speeders would be helpful and hopes they could retain parking on that one side. Trails Coordinator Monte McCully presented the map of the Centennial Trail connection which is the basis of the project. He explained that a bike path on one side of the road is very dangerous and the 2010 Trails and Bikeways Master Plan set forth a standard to no longer allow one lane only areas. He clarified that it would be better to not have a lane if they are only able to have one lane. He believes the bike lanes may slow down the traffic. Councilmember McEvers asked if Ms. Jensen had any off street parking. Mr. McCully confirmed that she does.

CONSENT CALENDAR: Motion by Gookin, seconded by McEvers to pull item 7d, purchase of a Police patrol vehicle, for separate consideration. **Motion Carried.**

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

1. Approval of Council Minutes for March 17, 2015 and March 23, 2015.
2. Approval of Bills as Submitted.
3. Setting of General Services and Public Works Committees meetings for April 13, 2015 at 12:00 noon and 4:00 p.m. respectively.
4. Approval of a Beer/Wine License to Coeur d'Alene Souvenir & Sundry, LLC. At 207 ½ E. Sherman Avenue (new)
5. Approval of the installation of a bike lane on both sides of 8th Street from Young Avenue North to Mullan Avenue
6. Approval of a Cooperative Agreement for the installation of ADA ramps with Idaho Department of Transportation around the intersection of Sherman Avenue and 23rd Street.
7. **Resolution No. 15-010 - 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 ADOPTING A POLICY REGARDING BEER AND WINE GARDENS; APPROVING AN AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH PANHANDLE AREA COUNCIL FOR A 1-YEAR EXTENSION FOR COMMUNITY DEVELOPMENT BLOCK GRANT ADMINISTRATION SERVICES; APPROVING A RENEWAL TO THE LEASE AGREEMENT WITH CDA PARASAIL & WATERSPORTS FOR COMMERCIAL DOCK FOR BAYS 4 AND 9; APPROVING THE PURCHASE OF ONE (1) POLICE PATROL VEHICLE.**

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

RESOLUTION NO. 15-010

APPROVING THE PURCHASE OF ONE (1) POLICE PATROL VEHICLE.

DISCUSSION: Councilmember Gookin explained that he was in favor of the purchase of the patrol vehicle; however, he felt it was not routine and should not be under the consent calendar. Councilmember Adams mentioned that Knutson Chevrolet has another vehicle at the same price and the Police Chief is working with the college for a collaborative purchase.

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

COUNCIL ANNOUNCEMENTS:

Councilmember Adams stated that Saturday morning he was coming down Ramsey Road and witnessed multiple emergency vehicles coming out of the station. Many vehicles did not yield to the emergency vehicles. He wanted to remind citizens that the state law requires them to pull to the right and requested that they do so.

Mayor Widmyer asked City Administrator Jim Hammond to make an announcement. Mr. Hammond mentioned that he recently met with Joyce Broadsword, the North Idaho Regional Director of the Department of Health and Welfare. She was very positive that the crisis center facility authorized by the state will be located on the Kootenai Health campus. Additionally, he has committed to serve on a committee to help the project move forward.

APPOINTMENTS: Mayor Widmyer asked for confirmation of the appointment of Dixie Reid to the Civil Service Commission, Michael Ward and Jon Ingalls to the Planning Commission, the appointment of Trudy Elliott, David Groth, and Christina Hull to the Arts Commission, and the appointment of Mark Johnston to the Arts Commission (term to begin May 1, 2015).

MOTION: Motion by Edinger, seconded by McEvers to approve the appointments of Dixie Reid to the Civil Service Commission, Michael Ward and Jon Ingalls to the Planning Commission, the appointment of Trudy Elliott, David Groth, and Christina Hull to the Arts Commission, and the appointment of Mark Johnston to the Arts Commission (term to begin May 1, 2015). **Motion Carried.**

COUNCIL BILL 15-1004

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTION 5.08.170(3) TO AMEND THE BOUNDARY MAP; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; PROVIDING THE PUBLICATION OF A SUMMARY AND PROVIDING AN EFFECTIVE DATE.

STAFF REPORT: Parks and Recreation Director Steve Anthony explained that amending this exemption zone will allow the City the ability to offer concession stand lessees the ability to sell

beer and wine for consumption at the Rotary Harbor House. The lessee would need to seek the appropriate licenses and serve within a designated area. Additionally, the lessee would be able to determine if they would allow those less than 21 years of age into the designated area. Municipal Services Director Renata McLeod stated that Crafted Tap House had made a request to the General Services Committee to include the parking lot north of their current location. They would like to expand into that location with outdoor activities in the warmer months; however, it is located across the street from a church and would not qualify for a beer and wine license without this amendment.

DISCUSSION: Councilmember Gookin asked about the policy for beer and wine in the park. Mr. Hammond stated that the city is working on a policy for groups renting facilities in the park. Mr. Anthony clarified that he has been in contact with the National Park Service and they expressed no concern. Councilmember McEvers clarified that the owner of Crafted Tap House would need to meet all other regulations for a new use. Ms. McLeod confirmed he would need to have a project review meeting and go through the Design Review Commission. Councilmember McEvers stated that the Church had provided a letter of support. Ms. McLeod clarified that the code amendment would allow the issuance of a license and there is no method to put constraints on the licenses such as hours of operation. Councilmember Miller asked for clarity regarding catering permits within the park. Mr. Anthony explained that catering permits for service of beer and wine are already allowable within the park. Councilmember Edinger stated that during General Services Committee meeting Captain Childers said that this would not be a problem for the Police Department.

MOTION: Motion by Gookin, seconded by Evans, to pass the first reading of **Council Bill No. 15-1004**.

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

The Clerk read the title into the record.

MOTION: Motion by Edinger, seconded by Adams, to suspend the rules and to adopt **Council Bill 15-1004** by its having had one reading by title only.

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

COUNCIL BILL 15-1005

AN ORDINANCE ADOPTING A NEW CHAPTER OF THE MUNICIPAL CODE TO REGULATE DOOR TO DOOR SOLICITATION BY REQUIRING DOOR TO DOOR SOLICITORS TO REGISTER WITH THE CITY AND HAVE A BACKGROUND CHECK; PROVIDING RULES OF CONDUCT AND EXEMPTIONS AND PROVIDING THAT THE FIRST THROUGH THIRD VIOLATIONS OF THE CHAPTER ARE AN INFRACTION PUNISHABLE BY A FINE OF UP TO THREE HUNDRED DOLLARS AND THAT FURTHER VIOLATIONS ARE MISDEMEANORS PUNISHABLE BY A FINE OF UP TO

ONE THOUSAND DOLLARS OR BY IMPRISONMENT UP TO ONE HUNDRED AND EIGHTY DAYS OR BOTH; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; PROVIDING THE PUBLICATION OF A SUMMARY AND PROVIDING AN EFFECTIVE DATE.

STAFF REPORT: Ms. McLeod stated that staff has been researching other cities' codes regarding door-to-door sales, seeking best practices. As was evidenced by public comment this evening, this is an effort to provide safety and security to the community.

DISCUSSION: Councilmember McEvers asked if the Girl Scouts and other similar groups would need to register. Ms. McLeod stated that non-profit groups are all exempt. Councilmember Miller asked about those who stop by the door and leave a flyer. Ms. McLeod stated that it would not fall into the definition as they are not entering into communication or soliciting sales with the property owner.

MOTION: Motion by Gookin, seconded by Edinger, to pass the first reading of Council Bill No. 15-1005.

DISCUSSION: Councilmember Gookin thanked staff for bringing this code forward. He brought this item forward because during a ride along with our Police Department they encountered an elderly citizen who felt they were being harassed and there were no codes for enforcement. He believes the code is fair and the City will be providing education to the public. Councilmember Evans stated that residents should ask to see the identification badge issued by the City and if they can't produce it they should contact the Police Department. Councilmember McEvers asked how the solicitors will know about this code. Ms. McLeod explained that they already know to check in with each community as other communities in the region have regulations.

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

The Clerk read the title into the record.

MOTION: Motion by Gookin, seconded by Adams, to suspend the rules and to adopt Council Bill 15-1005 by its having had one reading by title only.

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

PUBLIC HEARING: FINAL ASSESSMENT ROLL OF LID 151; FRONT AVENUE IMPROVEMENT PROJECT

Mayor Widmyer announce that this is the time for the public hearing approving and confirming the assessment roll of Local Improvement District No. 151, for the Front Avenue improvement project. Councilmember Miller stated that she owns property within the LID area and will

recuse herself from deliberation on the matter. Mayor Widmyer stated that he also owns property within the LID area and will recuse himself from deliberation on the matter.

RESOLUTION NO. 15-011

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, HEARING, CONSIDERING AND DISPOSING OF PROTESTS REGARDING THE ASSESSMENT ROLL FOR LOCAL IMPROVEMENT DISTRICT NO. 151; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO.

STAFF REPORT: Phil Boyd, President of Welch Comer Engineering, provided an explanation of the engineer's assessment report and reviewed the formation and creation process of LID 151. He reminded the Council that the formation of the LID began December 2012, and provided a review of the LID boundary area. He clarified that the LID funding included some half block areas up side streets, not just Front Avenue. He clarified the location of the project (where the LID money was spent) and reiterated that the LID portion did not go all the way into the promenade. The LID area improvements included landscaping, irrigation, lighting, power, sidewalks, and curbs. He reviewed the originally proposed project cost estimates and how select items were omitted to cover the lowered LID assessments. The City-funded portion of the project came in at \$1,754,900 with the LID portion remaining at \$845,100. Mr. Boyd explained that the State code allows for several methods of LID assessment including the benefit-derived methodology that was used in this project. He explained that the benefits-derived analysis is determined by the Council as the Council evaluates the level of benefit a property will derive from the improvements. The assessment is based on a parcel front footage multiplied by \$300.00 per foot.

DISCUSSION: Councilmember Gookin asked for clarification regarding how the assessment for the tower was conducted. Mr. Boyd explained that the tower has a front footage associated with it and within the condo the County allocates a certain square footage per unit. We use the county records to allocate a square footage to each unit without any differentiation as to the location of the unit. Councilmember McEvers clarified that that each city block is approximately the same square footage, so total dollars per block would be the same and divided among property owners. Mr. Boyd confirmed that was a correct explanation and final assessments can be seen in the assessment roll. He clarified that the assessments do not include the park improvements and that McEuen Terrace was not included in the LID as the eastern boundary of the LID was 7th Street. Final assessment payment options include a 30 day re-payment without interest, thereafter payment can be made over 10 years at 4% interest. Councilmember Adams asked what standard authorized the methodology used. Mr. Boyd explained that it is within Idaho State Code. Councilmember Gookin asked where the two years of street overlay funding went into the project. Mr. Boyd clarified that \$1,754,900 is coming from the City which could include street overlay funds. Councilmember Gookin clarified that since this is a beneficial LID the argument of the tower property owners is that they have the benefit of looking at the park. Mr. Boyd clarified that would not be his explanation as this LID did not fund the park, just the street improvements and he would argue that the character of the neighborhood has changed and is it better than it was before. Councilmember Gookin asked for clarification regarding how the City already funded the project internally. Mr. Tymesen stated that the project is paid for and

that the funds were dedicated within the budget with the intention for it to be paid back through the LID. This method of funding allows for a lower cost to the property owners as there were no lender fees. He clarified that this is listed as an account receivable so it would affect the fund balance to not have it paid back. Councilmember Gookin asked what would happen if the Council did not approve the LID. Mr. Tymesen stated that the fund balance would go down by the LID amount. He also clarified that the funding sources were agreed to at the creation of the LID and the internal financing keeps costs down to constituents.

Ms. McLeod stated that a full copy of the protest letters was previously provided to the City Council. She read a summary of the 8 protests received from Doug and Karen Burkhardt, Bill Wendlandt, Martin Krupitsky, Lewis Chartrand, Carol Dunton, Arthur Flagan, Ron Fisher and Char Wicks, and Rick Buss into the record.

PUBLIC COMMENTS:

Jim Stickney, 601 Front Unit #1203, stated that he likes the project and he likes the infusion of youth playing in the park without technology. He clarified that there was a perceived benefit to purchase and live in the Parkside Tower and now there is another perceived benefit charged to him through the LID. The only deficiency was that the roadway of Front Avenue was a little low to the curb line; otherwise, the street improvements were finished. He believes that the LID is going for the deep pockets. The commercial condos are on the street frontage and 2/3 of the total distance yet he believes they found it easier to charge the same price per foot rather than to assess the footage that fronts the project portion to those that actually front the street. The Tower is a multi-use building with 22 floors, with the primary portion of the building commercial, not residential. He is concerned that he can no longer get onto Sherman Avenue because the entrance onto 6th Street has a change in the traffic pattern due to the lack of traffic light at 6th Street and Sherman. He expressed concern that every condo was charged the same including those that cannot see the project at all, which he does not believe is allowable.

Rick Buss, 601 Front Unit #1003, explained that he agrees that the residential property only accommodates 110 feet of street frontage of the 330 feet and sits five stories above commercial, so no real ground connection. He believes that the project extended beyond the official LID boundary, as there was a similar amount of improvements completed to the 700 block in front of McEuen Terrace as was done in front of the Parkside Tower. He feels that he is being asked to pay for improvements outside of his residential area and that he has no benefit from the improvements and that the LID was based on the engineering estimate. He reviewed the opinion of costs and meeting minutes for the Front Avenue LID and he has not been able to determine the final cost of the bid and project costs. Within the Engineering Assessment Roll report there was no mention of the final Front Avenue improvement costs. He understands that elements were cut that equaled \$600,000 and bids could have come in for less and he would like to know the actual costs. The 600 block of the project did their own improvements including the landscaping curbs and colored concrete, so he feels that it should be based on improvements to the property rather than benefiting those down the street. He feels it was a simple street widening project and was not a benefit to the condo units.

DISCUSSION: Councilmember McEvers asked for clarification regarding the final costs including the bid. Mr. Boyd explained that the low bidder built the project, and that concrete intersections, trees, etc. were removed to cover the reduction of the LID from \$400 to \$300 per frontage foot. The Front Avenue project was part of the McEuen Park project so some costs were mixed. For example, it would be easy to divide the asphalt costs but more difficult to divide a mobilization allocation. The total project cost was \$2,558,000. Change orders did occur within the project; however, those costs that are normally an increase to the property owners did not occur in the project as the Council set the \$300/ft. maximum assessment. Therefore, any cost increases would be paid by the City. Councilmember Evans asked if the condos were charged the same. Mr. Boyd clarified that each condo was charge based on square footage of ownership.

MOTION TO DENY THE LID: Motion by Gookin, seconded by Edinger to deny LID 151.

DISCUSSION: Councilmember Gookin explained that this project has already been paid for and the cost could extend over a 10 years payback period allowed in the LID. Mr. Tymesen explained that would mean \$845,000 of cash out of the General Fund that was not anticipated. Councilmember Gookin felt that it would be a minor amount over 10 years. Mr. Tymesen explained that it would be an immediate removal of funds from the fund balance and that a large number of property owners pay within the first 30 days. Ms. Quade explained that there is no bond for the City to pay back for the improvements and those that do not pay within 30 days would pay over 10 years. Councilmember McEvers stated he disagrees with the motion, based on the history of downtown. The Sherman Avenue LID made downtown thrive. The master plan for downtown was a three street concept that included Sherman, Lakeside, and Front Avenues. Councilmember McEvers felt that all others have paid their share and that when the Front Avenue project came together with urban renewal of the park the Council tried to help the property owners by lowering the assessment from \$400 to \$300. He expressed that there is a benefit of living in the downtown and a benefit is living next to those properties that have already paid their share. Councilmember McEvers stated that he does not want to go off the budget based on 9 out of 58 condo tenants that are protesting. Councilmember Evans asked for clarification regarding the timeline it would take to hit the budget if this LID was not approved. Mr. Tymesen explained that it would be cost expended today and that this is not the plan approved at the creation of the LID. He stated that the City has created this partnership and the challenge is that it was funded internally and he was making the best value for the constituents and creating the best return on investment. Councilmember Gookin explained that he wanted to exclude the towers at the time of the LID creation, which is his objection to the LID. Councilmember Adams stated that he would not support the motion as the LID repayment was what was anticipated in the budget. He stated that the Towers were not pulled out originally and he does not see how the City would recover from doing that now.

ROLL CALL ON MOTION TO DENY THE LID: Edinger Aye; Gookin Aye; Evans No; Adams No; McEvers No. **Motion failed.**

MOTION: Motion by McEvers, seconded by Adams to approve **Resolution No. 15-011**, disposing of protests regarding the Assessment Roll for Local Improvement District No. 151.

ROLL CALL: Edinger No; Gookin No; Evans Aye; Adams Aye; McEvers Aye. **Motion carried.**

COUNCIL BILL NO. 15-1006

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AND CONFIRMING THE ASSESSMENT ROLL OF ITS LOCAL IMPROVEMENT DISTRICT NO. 151 FOR THE ACQUISITION, CONSTRUCTION AND INSTALLATION OF STREET AND STREETScape IMPROVEMENTS INCLUDING PAVING, CURB, SIDEWALK, TREES, LANDSCAPING, LIGHTING, IRRIGATION AND POWER SYSTEMS, STREET FURNITURE, EROSION AND SITE CONTROL, AND OTHER RELATED INFRASTRUCTURE, WITHIN THE LIMITS OF LOCAL IMPROVEMENT DISTRICT NO. 151; PROVIDING FOR ASSESSMENTS; PROVIDING FOR THE APPEAL PROCEDURE; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO.

MOTION: Motion by McEvers, seconded by Adams, to pass the first reading of **Council Bill No. 15-1006.**

The Clerk read the title into the record.

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

MOTION: Motion by McEvers, seconded by Evans, to suspend the rules and to adopt Council Bill 15-1006 by its having had one reading by title only.

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

PUBLIC HEARING: COMMUNITY DEVELOPMENT BLOCK GRANT PLAN YEAR 2015 ANNUAL ACTION PLAN

STAFF REPORT: Sherri Wastweet, Panhandle Area Council Grant Administrator explained that the City is a recipient of Community Development Block Grant funds and is required to prepare an Annual Action. This year the City held two open forums for community to provide feedback with 8 people attending between both forums. The public comment period was open from March 2, 2015 through April 7, 2015. Currently the City is updating the Housing Needs Assessment and Analysis of Impediments. The City's main goals continue to be meeting the need of low to moderate income benefit. Since 2008 the City has received \$2,087,383 that was leveraged by \$22,606,473 in other funding sources. The allocation for 2015 is \$291,050 and funds are proposed within the following line items; Administration, sidewalks, emergency minor home repairs, and grant awards.

DISCUSSION: Councilmember McEvers asked for clarification regarding the reserve of \$20,000 for water and sewer lines. Ms. Wastweet clarified it would be the line from the house and the city line, which is the homeowner's responsibility. She also clarified that the program for code enforcement would be handled the same as the EMRAP program with a \$5,000 grant per household. Discussion ensued regarding the Sheppard's Table grant. Ms. Wastweet explained that she is working with them to finalize a grant within the CDBG program boundaries. Councilmember Edinger asked if funding was set aside for seniors. Ms. Wastweet stated that they are often served under the Emergency Minor Home Repair program. Councilmember Edinger asked for a reminder to talk with the Lake City Center next year.

PUBLIC COMMENTS: Mayor called for public comments with none being received.

MOTION: Motion by Gookin, seconded by McEvers to approve Community Block Grant Plan Year 2015 Annual Action Plan.

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

MOTION: Motion by Adams, seconded by Evans to enter into Executive Session as provided by Idaho Code 67-2345§ (f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

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

The City Council entered into Executive Session at 8:33 p.m. Those present were the Mayor, City Council, City Administrator, Finance Director, and Deputy City Attorney. Council returned to regular session at 8:41 p.m.

ADJOURN: Motion by McEvers, seconded by Adams that there being no other business this meeting be adjourned. **Motion Carried.**

The meeting adjourned at 8:41 p.m.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk



City of Coeur d'Alene
 Municipal Services Department
 710 Mullan Avenue
 Coeur d'Alene, Idaho 83814
 (208) 769-2229
 kathylew@cdaid.org

(Office Use Only)
 Amount Paid Expansion
 Receipt # Current
 Date Cricket's license
 Date to Council: _____
 Reg. Number: N/chg
 License # _____
 Date Issued _____ By: _____

BEER, WINE AND/OR LIQUOR LICENSE APPLICATION
 Expires Annually March 1st

Please provide a date you would like to begin alcohol service: May 1st 2015

Check the ONE box that applies	SERVING:	FEES
	Beer only (canned and bottled) NOT consumed on premise	\$50
	Beer and Wine (canned and bottled) NOT consumed on premise	\$250
	Beer only (canned and bottled) consumed on premise	\$100
	Beer and Wine (canned and bottled only) consumed on premise	\$300
	Beer only (draft, canned, and bottled) consumed on premise	\$200
	Beer and Wine (draft, canned, and bottled) consumed on premise	\$400
✓	Beer, Wine, and Liquor (number issued limited by State of Idaho)	\$762.50
	Transfer of ownership of a City license with current year paid: <ul style="list-style-type: none"> • Beer-to go only \$6.25. • Beer-Can, Bottle only COP \$12.50. • Beer-Draft, Can, Bottled COP \$25. • Wine additional \$25. Consumed on Premise: <input type="checkbox"/> YES <input type="checkbox"/> NO Transfer from: _____ to: _____	

* Expansion of Cricket's license into Old City Hall Bldg
 for Sushi Bar

BUSINESS INFORMATION

Company Name: Kaiju Sushi and Spirits Phone: (208) 704-1273
 Mailing Address: 424 E. Sherman Ave City/State/Zip: Coeur d'Alene ID 83814
 Physical Address: _____ City/State/Zip: _____
 Cell: (208) 704-1273 Fax: _____ Email: francic33@msn.com

**GENERAL SERVICES COMMITTEE
STAFF REPORT**

DATE: April 13, 2015
FROM: Renata McLeod, City Clerk
SUBJECT: Approval of Horse Drawn Carriage Rides Fridays throughout August 2015

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DECISION POINT:

- To authorize horse drawn carriage rides in the downtown area on Fridays throughout the month of August 2015.

HISTORY:

The City of Coeur d'Alene has authorized horse drawn carriage rides during the holiday season beginning in 2007. These rides have become an annual tradition and have been approved annual under the Consent Calendar portion of the Council meetings. The Downtown Association has requested approval to provide the horse drawn carriage rides on Friday's throughout the month of August this year (see attached request). The Downtown Association is working in partnership with Spokane Teacher's Credit Union and had committed to maintaining liability insurance, use of the Coeur d'Alene Chamber of Commerce parking lot for loading and unloading, clean up of waste, and rides will be free.

FINANCIAL ANALYSIS:

There is no financial impact to the City.

PERFORMANCE ANALYSIS:

The Downtown Association, who has provided proper assurances that they will be responsible for animal waste and loading and unloading on non-public property, makes this request.

DECISION POINT/RECOMMENDATION:

- To authorize horse drawn carriage rides in the downtown area on Fridays throughout the month of August 2015.



March 6, 2015

Coeur d'Alene City Council

The Coeur d'Alene Downtown Association, in partnership with the Spokane Teacher's Credit Union (STCU), would like to provide free carriage rides in the Downtown area, traveling between 1st Street, East on Sherman to 6th Street, North on 6th Street to Lakeside Avenue, West on Lakeside Avenue back to 1st Street and the circle parking lot.

These rides would be available each Friday, August 7, 14, 21 & 28 from 5 pm – 9 pm.

The agreement to provide these rides was formed on the following requirements:

- ❖ Both the STCU and the Coeur d'Alene Downtown Association maintain General Liability insurance with coverage limits of at least \$1,000,000.
- ❖ The CdA Chamber parking lot has been allocated for the loading/unloading of the animals and carriages.
- ❖ Any animal wastes to be cleaned up by the carriage operator.
- ❖ The provider/operator of the animals will have final say as to inclement/unsafe conditions for the animals.
- ❖ The carriage rides will be offered free of charge.
- ❖ The carriage rides will be promoted in all of the Downtown advertising for the general holiday events.
- ❖ The Coeur d'Alene Downtown Association reserves the right to cancel the carriage rides if at any time practices detrimental to the general well being of the Downtown are brought to the notice of, and so voted upon by, the Downtown Board of Directors (or Executive Board).

We believe these carriage rides enhance the spirit of family fun during the Summer Season Downtown.

Terry Cooper

A handwritten signature in black ink, appearing to read "Terry Cooper", is written over a faint, larger version of the same signature.

General Manager
Coeur d'Alene Downtown Association

105 N. 1st Street, Ste. 100, Coeur d'Alene, ID 83814
208-667-5986 208-415-0116 Fax 208-667-9338
www.cdadowntown.com

RESOLUTION NO. 15-012

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 AN AGREEMENT WITH AMERICAN LEGION BASEBALL FOR USE OF THORCO FIELD AT RAMSEY PARK; APPROVING A ONE (1) YEAR LEASE RENEWAL EXTENSION WITH THE MUSEUM OF NORTH IDAHO; AND APPROVING A COOPERATIVE AGREEMENT WITH IDAHO DEPARTMENT OF TRANSPORTATION FOR ADA IMPROVEMENT.

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

- A) Approving an Agreement with American Legion Baseball for use of Thorco Field at Ramsey Park;
- B) Approving a one (1) year Lease Renewal extension with the Museum of North Idaho;
- C) Approving a Cooperative Agreement with Idaho Department of Transportation for ADA Improvement;

AND;

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements or other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "A through C" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements or other actions so long as the substantive provisions of the agreements or other actions remain intact.

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

DATED this 21st day of April, 2015.

Steve Widmyer, Mayor

ATTEST

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER ADAMS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

**GENERAL SERVICES
STAFF REPORT**

Date: April 12, 2015
From: Steve Anthony Parks and Recreation Director
SUBJECT: American Legion Baseball Agreement

DECISION POINT:

The General Services Committee Recommend to City Council to approve the agreement between the City of Coeur d'Alene and American Legion Baseball for the use of Thorco Field at Ramsey Park.

HISTORY:

The City of Coeur d'Alene had a one year with American Legion Baseball for use to THORCO Field Last year American Legion's baseball program was moved to Thorco Field. We created this new agreement for the use of the new location. This is a renewal for the 2015 season. Staff has met with the American Legion Board to reach this agreement.

FINANCIAL ANALYSIS:

The American Legion program will be charged a fee to cover the utility cost for lights and concession stand. The city will provide general maintenance. There is no increase in fees for the 2015 season. The agreement does have a 5% annual increase each year for the term on the agreement.

PERFORMANCE ANALYSIS:

This agreement identifies and outlines what responsibilities the City of Coeur d'Alene and American Legion Baseball will have for field maintenance, scheduling and costs for the season. The agreement will run through the 2018 season.

DECISION POINT/ RECOMMENDATION:

Recommendation to City Council to approve the agreement between the City of Coeur d'Alene and American Legion Baseball for the use of Thorco Field at Ramsey Park.

AGREEMENT

THIS AGREEMENT, entered into the 21st day of April, 2015 between the **City of Coeur d' Alene**, a municipal corporation organized pursuant to the laws of the state of Idaho, hereinafter referred to as "**City**," and the **Coeur d'Alene American Legion Baseball Inc.**, a nonprofit corporation, organized pursuant to the laws of Idaho, whose address is P.O. Box 1105, Coeur d'Alene, ID 83816, hereinafter referred to as the "**Association**."

WITNESSETH:

WHEREAS, The City owns property located at 3525 North Ramsey Road known as Ramsey Park; and

WHEREAS, There is a baseball field located in the southwest corner of Ramsey Park adjacent to The Kroc Center that is known as Thorco Field, which is more particularly described on the attached **Attachment "1"**, which by this reference is incorporated herein; and

WHEREAS, The Association desires to use the Thorco Field facilities; and

WHEREAS, the parties have reached an agreement as to certain matters regarding Thorco Field; NOW, THEREFORE,

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

1. Term: The term of this agreement shall run from May 1st, 2015 to August 31st, 2018. After August 31st, 2018 the Parks and Recreation Commission may recommend to the City Council that this Agreement be renewed for an additional three year term.
2. Admission Costs and Fees: Except for tournaments as provided in Section 4 below, all events at Thorco Field will be open to the general public and no admission fee will be charged by the Association for admission to events held at Thorco Field without permission from the Parks & Recreation Director.
3. Field Scheduling: The City will have priority use of Thorco Field but agrees to allow the Association first priority when scheduling uses by other users during the Association's baseball season, which runs from approximately May 1st until August 15th annually during the term of this Agreement. The City retains the right to schedule additional uses, including non-baseball uses, for Thorco Field at times that do not conflict with the Association's scheduled use of Thorco Field. The Association agrees to provide the City with a draft schedule of game, tournament and practice times no later than May 1st of each year to allow the City to prepare a schedule of use for Thorco Field. The Association agrees that it will not assign its designated use times to other groups and/or clubs. The Association agrees to pay the City for use of the baseball field and lights,

with an increase of 5% each year beginning in 2016. Fees due will be: \$ 1,600 for use in 2015; \$ 1,680 for use in 2016 and \$ 1,764 for use in 2017; and \$ 1,852.20 for use in 2018. Payment shall be submitted to the City no later than June 1st of each year.

4. Tournaments: The Association may reserve Thorco Field for tournament use as authorized by Municipal Code Section 4.30.030.
5. Field Maintenance: The Association will prepare and maintain Thorco Field's batting cage dirt, pitcher's mound, dirt infield and the base path running lanes, including chalking or lining of the field as necessary during their season. The Association is solely responsible for all costs associated with the maintenance activities required by this Section. The base path running lanes must be prepared by hand without the use of motorized equipment. No one under the age of eighteen (18) years of age shall operate motorized equipment for field maintenance on Thorco Field. The City will allow the Association to utilize certain equipment for maintenance of the infield edge. All mowing and general turf care will be performed by City staff. No mowing, edging or any type of turf maintenance shall be done by the Association. The City and Association will have a field maintenance meeting prior to the beginning of the season.
6. Field Alterations: The Association will not make any alterations, including alterations to the irrigation system without the express written consent of the City. Any alterations or other improvements proposed by the Association shall be paid for by the Association. Any alterations or other improvements that are affixed to Thorco Field become the property of the City and the Association hereby waives all claims of ownership therein.
7. Field Damage: The Association is solely responsible for repairing any damage to Thorco Field, including but not limited to the following; fencing, dugouts, batting cages, scoreboard lighting, Press Box, Concession Trailer and storage sheds, incurred as a result of the Association's use of Thorco Field.
8. Storage Facility: The Association will be allowed to utilize the City's two (2) 10' x 12' storage sheds at Thorco Field for the duration of this Agreement for the sole purpose of storing materials and equipment directly related to the use of Thorco Field. If at any time during this Agreement the Association desires to add an additional storage, it may make a written request to the Parks & Recreation Director who, in his or her sole discretion, will determine whether to allow the placement of an additional shed. The Association will bear all costs associated with an additional shed, if approved, including any permit costs that may be required.
9. Press Box: The City will make the Press Box available for the Association's use during its season. However, the use by the Association is non-exclusive and the City reserves the right to use the Press Box for other activities. The parties will conduct a walk thru of the Press Box at the beginning of each season and again at the end of the season to ensure that the Press Box is in acceptable condition. No alterations or modifications to the Press Box will be made by the Association without the express written consent of the City. Prior to May 15th of each season during the term of this Agreement, the Association will

pay to the City a one hundred dollar (\$100) refundable deposit for six (6) keys to the Press Box and a fifty dollar (\$50) refundable cleaning deposit for the Press Box. The Association agrees that it will not make copies of the keys provided by the City. The required deposits will be returned to the Association after the end of season walk through provided that the Press Box is clean and any necessary repairs have been made and all six (6) keys have been returned. Any damage by the Association or its users to the Press Box will be immediately repaired by the Association at its sole cost. Deposits shall be paid to the City no later than May 1st.

10. Concessions: The City will make the Concession Trailer available at Thorco Field for the Association's use during its season. The Concession Trailer is only to be transported by City Staff. The parties will conduct a walk thru of the Concession Trailer at the beginning of each season and again at the end of the season to ensure that the Concession Trailer is in acceptable condition. No alterations or modifications to the Concession Trailer will be made by the Association without the express written consent of the City. The Association agrees to keep the Concession Trailer clean at all times and will also be responsible to notify City staff when the grey water tank needs to be emptied. City staff will coordinate the emptying of the grey water tank in accordance with all relevant City and Panhandle Health District requirements. All needed permits for use of the Concession Trailer must be obtained and paid for by the Association. The Association shall provide trash cans at the Concession Trailer and place all food preparation material in bags to be stored in a mutually acceptable location. The Association will turn over the Concession Trailer to the City at the end of its scheduled season in the same condition as it was received, cleaned and empty of all food products. Prior to May 15th of each season during the term of this Agreement, the Association will pay to the City a one hundred dollar (\$100) refundable deposit for six (6) keys to the Concession Trailer and a fifty dollar (\$50) refundable cleaning deposit for the Concession Trailer. The Association agrees that it will not make copies of the keys provided by the City. The required deposits will be returned to the Association after the end of season walk through provided that the Concession Trailer is clean and any necessary repairs have been made and all six (6) keys have been returned. Any damage caused by the Association or its users to the Concession Trailer will be immediately repaired by the Association at its sole cost. Deposits shall be paid to the City no later than May 1st.
11. Banners: Sponsorship banners shall not go over the fence or onto the ground. Sponsorship banners shall only be displayed from May 1st through August 15th. Any and all proceeds of these sponsorships will go to the Association.
12. Vehicles on Field and Parking: The Association agrees that it will not allow any of its users to park or drive any vehicle on or over Thorco Field or the Prairie Trail, which is adjacent to Thorco Field, with the exception of supervised deliveries and work.
13. Portable Fencing: The Association may install, at its cost, portable fencing in locations approved by the Parks & Recreation Director. The fence material and method of installation must also be approved by the Parks & Recreation Director. Portable fences

cannot be installed more than twenty-four (24) hours before a tournament and must be removed no later than twenty-four (24) hours after conclusion of a tournament.

14. Loudspeakers: Any use of loudspeakers must conform to Municipal Code Chapter 5.24.
15. Hold Harmless: That the Association shall indemnify, defend, and hold the City harmless for any claim or cause of action that may arise as a result of the Association's use, and/or maintenance of Thorco Field. To this end, the Association shall provide liability insurance naming the City as an additional insured in the amount of One Million Dollars (\$1,000,000) 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. A certificate of insurance providing at least thirty (30) days written notice to the City prior to cancellation of the policy shall be filed with the office of the City Clerk prior on or before execution of this agreement which the certificate must be approved by the City Attorney.
16. Compliance with Law: That the parties will abide by all the laws, ordinances, regulations, and policies of the City, the State of Idaho, or the federal government that may apply in regard to the use, construction, and/or maintenance of the improvements and including but not limited to bidding and public works contracting laws.
17. Termination/Default: In the event the Association fails, neglects, or refuses to perform any covenant or condition required of the Association herein, the City may terminate this Agreement, retaining any and all payments made by the Association as liquidated damages, or the City may, at its option, enforce the specific performance of the terms hereof, or may take such recourse that is available in law or in equity.
18. Section Headings: The section headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the respective sections to which they appertain.
19. Attorney's fee: Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court cost and reasonable attorney fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination, or forfeiture of this Agreement.
20. Choice of Law/Jurisdiction: This Agreement shall be governed and interpreted in accord with the laws of the state of Idaho. Jurisdiction for resolution of disputes arising from performance of this Agreement shall rest with the courts of the state of Idaho. Venue shall lie in Kootenai County.
21. Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto, and may not be modified except by an instrument in writing signed by the parties hereto.

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

CITY OF COEUR D' ALENE
KOOTENAI COUNTY, IDAHO

COEUR D' ALENE AMERICAN
LEGION BASEBALL INC.

Steve Widmyer, Mayor

By: _____
_____, President

ATTEST:

ATTEST:

Renata McLeod, City Clerk

Secretary

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 21st day of April, 2015, before me, a Notary Public, personally appeared **Steve Widmyer and Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d' Alene and the persons who executed the foregoing instrument and acknowledged to me that said City of Coeur d' Alene executed the same.

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

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

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of April, 2015, before me, a Notary Public, personally appeared _____ and _____, known to me to be the President and Secretary, respectively, of the **Coeur d'Alene American Legion Baseball Inc.**, and the persons who executed the foregoing instrument on behalf of the Coeur d'Alene American Legion Baseball Inc. and acknowledged to me that they executed the same.

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

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

**General Services
Staff report**

DATE: April 13, 2015
FROM: Troy Tymesen, Finance Director
SUBJECT: Museum of North Idaho lease extension

DECISION POINT:

To approve the lease agreement with the Museum of North Idaho for an additional one year. This agreement mirrors the previous agreement.

HISTORY:

The City of Coeur d' Alene has partnered with the Museum of North Idaho since November of 1984 by providing space that has been used by the museum. This lease is for the building formerly known as the co-op building.

FINANCIAL ANALYSIS:

The museum is responsible for the maintenance of the building and providing insurance coverage for the building.

PERFORMANCE ANALYSIS:

The Four Corners plan has identified the new location of the museum adjoining the substation building, now housing the Human Rights Educational Institute.

DECISION POINT/RECOMMENDATION:

To approve the lease agreement with the Museum of North Idaho for an additional one year. This agreement mirrors the previous agreement.

LEASE

This lease made and entered into this 21st day of April, 2015, by and between the **City of Coeur d'Alene**, a municipal corporation, of Kootenai County, Idaho, hereinafter referred to as "City," and the **Museum of North Idaho, Inc.**, a nonprofit corporation existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as "Museum."

W I T N E S S E T H:

For and in consideration of the covenants hereinafter provided to be performed by the Museum, the City does hereby lease unto the Museum the following described property situated in Coeur d'Alene, Kootenai County, Idaho, to-wit:

That building located in Tract 41 of Government Lot 49, Section 14, Township 50 North, Range 4, W.B.M., commonly known as the Museum of North Idaho and formerly known as the Co-op Supply building. Said building fronts on Northwest Boulevard and is immediately north of the section of the flood control dike located between openings number 1 and 2.

Term: The term of this lease shall be one (1) year from April 21, 2015. The lease will automatically renew for additional one (1) year terms unless either party provides written notice of lease termination to the other party, at the address listed above, at least ninety (90) days prior to the end of the current term.

Use of Premises: The Museum agrees during the term of this lease to maintain and operate a museum in the manner previously maintained and operated by the Museum in the building on said premises for the past few decades, it being specifically understood that such museum shall be open at reasonable times to the public for a reasonable fee.

Maintenance: The Museum shall maintain the building, both the interior and exterior, in a good state of repair, in the same condition as now exists, and return the property to the City at

the end of the term of this lease or on cancellation thereof as herein provided in the same condition that now exists.

Insurance: The City will provide both the fire insurance and liability insurance under its policies with ICRMP. The Museum agrees to pay to the City the amount of added premium resulting from such coverage under the City's policies.

Taxes: Should the Museum lose its tax-exempt status, it shall pay all taxes assessed against the property when due.

Assurances:

A. The Museum agrees not to exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity, any person in the United States on the grounds of race, color, national origin, or sex, not discriminate on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, or on the basis of religion, except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Act of 1964, or Title VII of the Act of April 11, 1968, shall also apply. This assurance includes compliance with the administrative requirements of the Revenue Sharing final handicapped discrimination provisions contained in Section 51.55(c), (d), (e), and (k)(5) of the Regulations.

B. The Museum agrees to place the Mayor of the City of Coeur d'Alene on the Museum mailing list and to strive to keep the City informed in every way of Museum programs and activities. The Museum further agrees to report to the Mayor on the condition of the building at any time as the Mayor may elect on any matters encompassed by this lease.

Modification: The Museum shall not make any exterior or structural interior modifications to the building without the written consent of the City.

Default: Should the Museum fail to maintain and operate a museum during the term of this lease as herein provided, suffer any taxes levied to become delinquent, commit or permit waste on the property, cause or permit any liens against the property, or fail to perform any of the

other covenants herein required of it, the City may declare the lease forfeited and retake possession of the property; provided, however, that the City shall prior to declaring such forfeiture give the Museum thirty (30) days written notice of the particulars in which they deem the Museum to be in default, and the Museum shall have thirty (30) days from the time such written notice is placed in the United States mail with proper postage affixed, and properly addressed, to remedy such default.

Termination: At the end of the term of this lease or extension thereof, or on forfeiture of this lease, the Museum shall return possession of the property to the City in at least as good condition as now exists, reasonable wear and tear and damage by the elements excepted.

IN WITNESS WHERE, the City has caused this lease to be signed by its Mayor and attested by its Clerk, and the Museum has caused it to be signed by its President and attested by its Secretary the day and year first above written.

**CITY OF COEUR D'ALENE
KOOTENAI COUNTY, IDAHO**

MUSEUM OF NORTH IDAHO

By: _____
Steve Widmyer, Mayor

By: _____
Its: _____

ATTEST:

ATTEST:

Renata McLeod, City Clerk

Secretary

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 21st day of April, 2015, before me, a Notary Public, personally appeared **Steve Widmyer** and **Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

Notary Public for Idaho
Residing at _____
My Commission expires: _____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of _____, 2015, before me, a Notary Public, personally appeared _____ and _____, known to me to be the _____ and _____, of the **Museum of North Idaho**, and the persons who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Notary Public for Idaho
Residing at _____
My Commission expires: _____

**COOPERATIVE AGREEMENT
PROJECT NO. A018(676)
13 ADA RAMPS, CITY OF COEUR D'ALENE
KOOTENAI COUNTY
KEY NO. 18676**

PARTIES

This Agreement is made and entered into this _____ day of _____, _____, by and between the **IDAHO TRANSPORTATION BOARD** by and through the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called the State, and the **CITY OF COEUR D'ALENE**, hereafter called the City.

PURPOSE

The City of Coeur d'Alene wishes to upgrade the following curb ramps on I-90 within the City limits.

Ramp ID	Cross Street	Corner/Side
D1_0 6989	COEUR D'ALENE AVE	SE
D1_0 6986	LAKESIDE AVE	SW
D1_0 6985	LAKESIDE AVE	NW
D1_0 7130	CDA LK DR S	NW
D1_0 7129	CDA LK DR S	NE
D1_0 7119	CDA LK DR S	SW
D1_0 7120	CDA LK DR S	SE
D1_0 7121	I90 EASTBOUND ON RAMP	SW
D1_0 7122	I90 EASTBOUND ON RAMP	SE
D1_0 7126	I90 WESTBOUND ON RAMP	NW
D1_0 7125	I90 WESTBOUND ON RAMP	NE
D1_0 7124	I90 WESTBOUND OFF RAMP	SE
D1_0 7123	I90 WESTBOUND OFF RAMP	SW

The State has agreed to participate in the cost of this work. This Agreement will provide for the responsibilities of the parties in this project.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

It is mutually agreed and understood by the Parties that:

*Cooperative Agreement
City of Coeur d'Alene
Key No. 18676*

SECTION I That the State will:

1. Upon execution of this Agreement and receipt of a written request from the City, pay to the City the amount of Forty-Eight Thousand Nine Hundred Fifty-Four Dollars (\$48,954) to be used for Americans with Disabilities Act (ADA) curb improvements as identified above. The amount paid under this agreement is a lump sum payment. No additional funds will be paid for this work.
2. At its discretion, perform an inspection of the work upon notification from the City of completion of the work.
3. At its discretion, audit the project records to ensure the funds paid to the City were utilized as intended by this Agreement.

SECTION II That the City will:

1. Provide for design and construction of the improvements as identified above.
2. Design and construct the project to State Standards as defined in the current version of the Idaho Transportation Department's Design Manual, or as subsequently revised. The current version of the Design Manual can be viewed at the following web site: <http://itd.idaho.gov/manuals/ManualsOnline.htm> .
3. Provide all funding necessary for the work over and above the funds paid by the State under Section I, Paragraph 1 above.
4. Upon completion of the work:
 - a. Notify the State and provide the opportunity for inspection of the completed project by the State; and
 - b. Complete and submit an ITD-0288 (ADA Ramp Inspection) form for each ramp constructed. The form(s) can be either mailed to the Division of Transportation Performance, PO Box 7129, Boise, ID 83707-1129, or sent to the following e-mail address: gateam@itd.idaho.gov .
5. Maintain all project records, including source documentation for all expenditures, for a period of three (3) years from the date of final acceptance. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.

6. Refund to the State the amount paid under this Agreement if the project is terminated prior to completion or if the project is not completed by December 31, 2016.
7. Indemnify, save harmless and defend regardless of outcome the State from expenses of and against suits, actions, claims, or losses of every kind, nature and description, including costs, expenses and attorney fees that may be incurred by reason of any negligent act or omission of the City in the construction and maintenance of the work.

GENERAL:

1. This Agreement shall become effective on the date the parties entered into this Agreement, and shall remain in full force and effect until amended or replaced upon the mutual written consent of both parties.

EXECUTION

This Agreement is executed for the State by its Engineering Services Division Administrator, and executed for the City by the Mayor, attested to by the City Clerk, with the imprinted corporate seal of the City of Coeur d'Alene.

IDAHO TRANSPORTATION DEPARTMENT

Engineering Services Division Administrator

ATTEST:

CITY OF COEUR D'ALENE

City Clerk

Mayor

By regular/special meeting held
on _____

hm:18676 ADA Coop.docx

*Cooperative Agreement
City of Coeur d'Alene
Key No. 18676*

ANNOUNCEMENTS

Memo to Council

DATE: April 10, 2015

RE: Appointments to Boards/Commissions/Committees

The following reappointments are presented for your consideration for the April 21st Council Meeting:

JOHN BRUNING
SCOTT CRANSTON
BRIDGET HILL

ARTS COMMISSION
PARKS & RECREATION COMMISSION
PARKS & RECREATION COMMISSION

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

Sincerely,

Amy Ferguson
Executive Assistant

cc: Renata McLeod, Municipal Services Director
Shana Stuhmiller, Arts Commission Staff Support
Chenoa Dahlberg, Parks & Rec Commission Staff Support

OTHER COMMITTEE MINUTES
(Requiring Council Action)

April 13, 2015
GENERAL SERVICES COMMITTEE
MINUTES
12:00 p.m., Library Community Room

COMMITTEE MEMBERS

Council Member Ron Edinger, Chairperson
Council Member Steve Adams
Council Member Amy Evans

STAFF

Chief White, Police Department
Renata McLeod, City Clerk
Troy Tymesen, Finance Director

STAFF con't

Melissa Tosi, HR Director
Capt. Childers, Police Department
Warren Wilson, Chief Civil Deputy City Attorney
Juanita Knight, Senior Legal Assistant
Keith Erickson, Communications Coordinator
Jim Hammond, City Administrator
Tim Martin, Streets Superintendent
Terry Pickel, Asst. Water Superintendent

Item 1. Approval of the purchase of one Police Patrol Vehicle.
(Resolution No. 15-016)

Capt. Steve Childers is requesting authorization to purchase one (1) additional patrol vehicle. He noted that the PD has eleven marked cars assigned to the Patrol Division, not including supervisor vehicles, and one additional vehicle that was approved by the City Council on April 7th. In an effort to maintain enough vehicles for 24/7 patrol coverage, extra vehicles are required. It was recently discovered that Lake City Ford has a 2015 Ford Explorer Police SUV the vehicle was earmarked for another agency, but is now available and has been offered to the Coeur d'Alene PD for the State Bid price of \$25, 627, plus the cost of additional police equipment already installed on the vehicle. The total cost of the vehicle is \$31,657.

Mr. Tymesen added that it is anticipated the NIC will approve up to \$25,000 in July, for a vehicle for the School Resource Officer to utilize, which will help offset a portion of the total cost. The remaining \$27,000 in funds would come from either fund balance or unanticipated income to the General fund.

Councilmember Adams said he is fully supportive of this purchase and asked if a budget amendment could be done. Mr. Tymesen said yes, but as this time, he is hopeful there will be savings to cover the expenditure and therefore does not believe an amendment will be needed.

Councilmember Evans asked to clarify if an amendment is needed are there enough funds in the General Fund to cover this. Mr. Tymesen said yes.

Councilmember Edinger asked how it's coming with hiring of new officers. Chief White said they are working through it. Their lateral list has a few names still listed and the recruit testing will take place in about 6 weeks. Chief White said his goal is to hire the best possible police officers we can get for our city and he will not lower standards just to fill bodies. Chief said he'd rather have a position vacant than hire a mistake.

MOTION: by Evans seconded by Adams to recommend that Council adopt Resolution No 15-016 authorizing staff to purchase one (1) patrol vehicle from Lake City Ford. Motion Carried.

**Item 2. Approval of free carriage rides in the downtown area each Friday through August, 2015.
(Consent Calendar)**

Renata McLeod is requesting Council authorize horse drawn carriage rides in the downtown area on Fridays throughout the month of August 2015. Mrs. McLeod said the City has authorized horse drawn carriage rides during the holiday season beginning in 2007. The Downtown Association has requested approval to provide the horse drawn carriage rides on Friday's throughout the month of August this year. The Downtown Association is working in partnership with Spokane Teacher's Credit Union and had committed to maintaining liability insurance, use of the Coeur d'Alene Chamber of Commerce parking lot for loading and unloading, clean-up of waste, and rides will be free.

MOTION: by Adams seconded by Evans to recommend that Council authorize horse drawn carriage rides in the downtown area on Fridays throughout the month of August 2015. Motion Carried.

**Item 3. American legion Baseball Agreement for use of Thorco Field at Ramsey Park.
(Resolution No. 15-012)**

Staff Report submitted by Steve Anthony, Parks and Recreation Director, (who was unable to attend the meeting) noted that Council is asked to approve an agreement with American Legion Baseball for the use of Thorco Field at Ramsey Park. The agreement identifies and outlines what responsibilities the City and the Legion will have for field maintenance, scheduling, and costs for the season. The agreement will run through the 2018 season. The Legion program will be charged a fee to cover the utility cost for lights and concession stand. The City will provide general maintenance. There is no increase in fees for the 2015 season. The agreement does have a 5% annual increase each year for the term on the agreement.

Councilmember Edinger said he serves on the Parks and Recreation Commission and they approved this agreement at their last meeting. It's the same agreement they have had in the past except that this agreement will be for three (3) years. The Legion has reviewed and approved the agreement.

MOTION: by Adams seconded by Evans to recommend that Council adopt Resolution No. 15-012 approving and agreement with American Legion Baseball for the use of Thorco Field at Ramsey Park. Motion Carried.

**Item 4. Lease renewal with the Museum of North Idaho.
(Resolution No. 15-012)**

Troy Tymesen is requesting Council approve a lease agreement extension with the Museum of North Idaho for an additional one year term. The only change to the lease is that it is no longer a long term lease. The Museum is responsible for the maintenance of the building and providing insurance coverage for the building. Mr. Tymesen said the City has partnered with the Museum of North Idaho since November of 1984 by providing space that has been used by the Museum. This lease is for the substation building formerly known as the co-op building. The Four Corners plan has identified the new location of the Museum adjoining the substation building, now housing the Human Rights Educational Institute.

MOTION: by Adams seconded by Evans to recommend that Council adopt Resolution No. 15-012 approving the renewal of a lease agreement with the Museum of North Idaho for an additional one (1) year term. Motion Carried.

**Item 5. Award of bid for Painting of the Prairie Standpipe to Coatings Unlimited.
(Resolution No. 15-013)**

Terry Pickel is requesting Council award the lowest responsive bid and contract to Coatings Unlimited for Alternate 3 for painting the Prairie Standpipe. Mr. Pickel said the bid is \$125,900 for the highest quality coating product with an estimated life expectancy of 25 years. The line item budget amount for this project was provided at \$175,000 including engineering costs. Mr. Pickel presented a PowerPoint presentation providing specific details of the project.

MOTION: by Evans seconded by Adams to recommend that Council adopt Resolution No. 15-013 awarding the bid to Coatings Unlimited and approving a contract for the Prairie Standpipe Recoating Project. Motion Carried.

**Item 6. Implementation of Purchase Card Program.
(Resolution No. 15-014)**

Troy Tymesen is asking Council for authorization to implement a purchasing card program as a means of streamlining the acquisition of goods and services used by the City. Mr. Tymesen noted in his staff report that a purchase card is a credit card with many manageable administrative features. The cards will reduce transaction costs as compared to paying by check and reduce staff hours associated with accounts payable, as well as provide a rebate program to the City. The State of Idaho has a contract with Bank of America that extends to other agencies. The City would be able to piggy back into this program by signing the linking agreement. Mr. Tymesen further explained that the Credit card providers make money by charging the vendor a transaction fee; typically it ranges from two to three percent of the dollar amount. The City would receive a rebate or a portion of this fee based on the total dollars spent by the City using this program. The City, when linking to the State contract, will benefit because of the improved rebate schedule, no set up fees, and the rebate begins at the very first dollar. The municipalities that have used the program have realized significant cost and time savings by using purchasing cards. The rebates are based on the total amount charged per month, how quickly payment is made and the total rebate level offered by the program. An analysis has been done for the City, by Bank of America, in regards to a potential rebate for all city departments and if \$6,000,000 was spent in one year using purchase cards the city would receive a rebate of approximately \$84,000. Council will still approve all expenditures prior to payment.

MOTION: by Adams seconded by Evans to recommend that Council adopt Resolution No. 15-014 approving a Contract with FIA Card Services for implementing a purchasing card program as a means of streamlining the acquisition of goods and services used by the City. Motion Carried.

**Item 7. Agreement with Health Decisions, Inc. to conduct an analysis of eligible participants in the City's Health Plan.
(Resolution No. 15-015)**

Troy Tymesen is asking Council to approve a Service Agreement with Health Decisions, Inc. to conduct an analysis of eligible participants on the City's health plan. Mr. Tymesen noted in his staff report that the City is seeking verification that all participants on the health plan are eligible participants. This is to be done by an outside third party that has a proven track record. This process has been discussed in the City's medical insurance committee which has representation from the Fire Union, Lake City Employees Association and the

Police Association. The expense for this service is not in the financial plan. The cost will be \$9,999.00. This cost does not include the spousal audit. It is anticipated that savings will be generated to cover the cost once the verification process is complete. The break-even point to cover the cost is 2.78 dependents. The premium paid to Group Health on an annual basis exceeds \$4,000,000.00. The results of this verification will confirm that the medical costs paid by the City are accurate. As the enrollment process for employees and dependents moves forward the City will be able to confirm and document the eligibility.

Councilmember Adams asked, why now, why not put this in the next fiscal year? Mr. Tymesen said they have been working on this with the medical insurance committee and have uncovered a couple of situations where folks were not eligible. Another factor is continuing to try and keep premiums as low as possible. We believe while negotiating with a health care provider it will help at renewal time if we can show them that we've looked at all our dependent individuals and are showing we are serious about having only those that are eligible on the plan. With the high expense of medical insurance and all the other benefits, this is one way to cost contain and feel comfortable telling the council 'we know we are covering only those that are eligible'.

Councilmember Adams asked what would make someone ineligible. Mr. Tymesen said it may be a dependent that has reached an age that they can no longer be on the plan. Another scenario would be the dissolvent of marriage and step children remaining on the plan. Councilmember Adams asked if found to be ineligible would they be eligible to pay COBRA? Melissa Tosi said the most common scenario she has found is someone has divorced and not removed their spouse. Sometimes in a divorce decree and employee will be required to keep their stepchild on their plan. However, the City's plan does not allow that. If we end of removing an individual from our plan that is not eligible we will have to look at the situation to determine if they will be eligible for COBRA or not. It will be a case by case basis. Mrs. Tosi clarified that the cost of this analysis would come from savings of possibly removing 3 individuals from the plan. The end of the audit will be about the time that open enrollment happens, which will be really good timing. Councilmember Adams asked if this too could result in a budget amendment should the savings that are anticipated not happen. Mr. Tymesen yes, it could be.

MOTION: by Evans seconded by Adams to recommend that Council adopt Resolution No. 15-015 approving a Service Agreement with Health Decisions, Inc. to conduct an analysis of eligible participants on the City's health plan. Motion Carried.

The meeting adjourned at 12:34 p.m.

Respectfully submitted,
[Juanita Knight](#)
Recording Secretary

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: April 12th, 2015
FROM: Terry W. Pickel, Assistant Water Superintendent
SUBJECT: Award of bid for painting of Prairie Standpipe.

DECISION POINT: Staff requests that Council approve the lowest responsive bid for Alternate 3 for painting the Prairie Standpipe to Coatings Unlimited.

HISTORY: The Prairie Standpipe, one of two standpipes that exist in our system, was originally constructed in 1992 to provide enhanced storage capabilities for the Upper Pressure Zone. The Upper Pressure Zone previously operated from two booster stations without benefit of storage capabilities. The new standpipe provided capacity in case of pump failure and adequate reserve storage to provide sufficient fire flow to the Upper Pressure Zone. The tank stands at approximately 160' tall to the center of the domed lid, reportedly one of the tallest in the world. Devoe Coatings is listed as the original coating subcontractor. The Standpipe was painted a light blue to effectively blend in with the natural surroundings. Since the original construction, two cellular providers have installed communications equipment on the standpipe requiring paint repairs. Due to this and the natural deterioration of the coating, it is time to recoat the exterior of the facility. A previous robotic interior inspection confirmed that the interior coating is in prime condition.

FINANCIAL ANALYSIS: The Water Department received a total of five bids for the Prairie Standpipe Recoating Project. The respective bidders from low to high are: Coatings Unlimited, Entegra Construction, S&S Coatings Inc., Extreme Coatings Inc., and Purcell Paint and Coatings. The bid included three alternate amounts from each bidder related to the quality of the paint materials, allowing staff to select as high a quality coating that would still meet the estimated original budget. The bids ranged from \$100,500 for the lowest quality coating bid to \$326,821 for the highest quality coating bid. Staff proposes to award the bid of \$125,900 to Coatings Unlimited for the highest quality coating product with an estimated life expectancy of 25 years. The line item budget amount for this project was provided at \$175,000.00 including engineering costs.

PERFORMANCE ANALYSIS: The bid specifications included 3 alternate prices which are related to the quality of the paint materials, durability, mil thickness and specific application techniques. As the standpipe was originally coated with Tnemec brand materials the consulting engineer, Welch Comer, researched and determined it was advisable to utilize Tnemec materials for recoating to preclude the unnecessary and environmentally unsound need to completely strip the original coating. The products are specifically designed for proper adhesion to the existing coating with the recommended preparation and application techniques specified. The highest quality product will provide superior adhesion, life expectancy in the range of 25 years and the highest resistance to normal wear, UV degradation and graffiti. The coating will be applied by rolling in order to prevent overspray and drifting of the material to the neighboring lots. The project is time sensitive due to the needs of the capacity for the summer season so the project may require carryover into the next budget cycle.

DECISION POINT/RECOMMENDATION: Staff requests that the Council award the lowest responsive bid of \$125,900.00 and Contract to Coatings Unlimited for Alternate 3 of the Prairie Standpipe Recoating Project.



PRAIRIE STANDPIPE RECOATING PROJECT

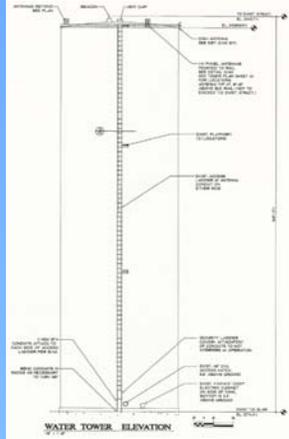


**STANDPIPE:
WATER TANK IN
NORTH COEUR D'ALENE**
The new 2-million gallon water storage tank located near the State Department of Transportation complex on Mineral Drive and Wilbur Avenue is scheduled for completion in early 1993. This tank stands 167 feet tall and will be painted light blue. It will provide adequate water supply, water pressure and fire flow in the north and west parts of the city.

NEWS ARTICLE
FROM 1992
ON TANK
CONSTRUCTION



PRAIRIE STANDPIPE RECOATING PROJECT



ORIGINAL DESIGN
OF TANK FOR
CONSTRUCTION –
168' TALL TO
TOP OF BEACON



PRAIRIE STANDPIPE RECOATING PROJECT



THE MASSIVE
CONCRETE
FOUNDATION



PRAIRIE STANDPIPE RECOATING PROJECT



PARTIAL
CONSTRUCTION
OF TANK –
A LITTLE OVER
HALF WAY



PRAIRIE STANDPIPE RECOATING PROJECT



CONSTRUCTION OF
THE TANK ROOF
PANELS AND
CENTER VENT



PRAIRIE STANDPIPE RECOATING PROJECT



INTERIOR VIEW FROM THE BOTTOM – OVERFLOW PIPE, VENT AND HATCH



PRAIRIE STANDPIPE RECOATING PROJECT



VIEW OF TANK FROM THE WEST CIRCA 1995



PRAIRIE STANDPIPE RECOATING PROJECT



THE DRONE –
THE AERIAL
ASSAULT FROM
ABOVE



PRAIRIE STANDPIPE RECOATING PROJECT



THE DRONE LIFTS
OFF FROM THE
BOTTOM OF THE
TANK



PRAIRIE STANDPIPE RECOATING PROJECT



THE DRONE ABOUT
MIDWAY UP THE
TANK – PICTURES
WERE BEING TAKEN
FOR THE PLAN VIEW



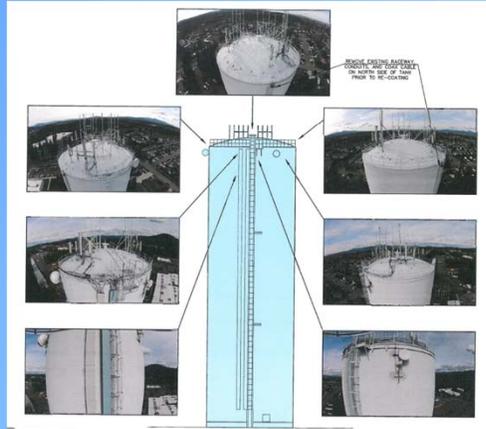
PRAIRIE STANDPIPE RECOATING PROJECT



THE VIEW
FROM THE TOP



PRAIRIE STANDPIPE RECOATING PROJECT



PICTURES FOR THE TANK RECOATING SPECIFICATIONS



PRAIRIE STANDPIPE RECOATING PROJECT



AND OUR VERY OWN TOP GUN PILOTS – PART OF MAVERICK PLAYED BY MATT GILLIS AND THE PART OF GOOSE PLAYED BY STEVE CORDES – WELCH COMER ENG.



PRAIRIE STANDPIPE RECOATING PROJECT



THE OLD FAA
AIRCRAFT LIGHTS –
ABOUT 2 ½ FEET
TALL EACH –
REPLACED BY LED
LIGHTS IN 2014



City of Coeur d'Alene															
Prairie Standpipe Re-Coating															
BID TABULATION															
Bid Opening: April 7, 2015															
				Engineer's Estimate		Coatings Unlimited Inc.		Entegra Construction		S&S Coatings Inc.		Extreme Coatings Inc.		Purcell Paint & Coatings LLC	
Pay Item	Description	Pay Unit	Estimated Quantity	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
Alternate 1															
015050.01	Mobilization	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 16,024.20	\$ 16,024.20	\$ 20,000.00	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
099000.01	Painting & Coatings	LS	1	\$ 130,000.00	\$ 130,000.00	\$ 95,500.00	\$ 95,500.00	\$ 90,803.80	\$ 90,803.80	\$ 119,000.00	\$ 119,000.00	\$ 163,375.00	\$ 163,375.00	\$ 272,797.00	\$ 272,797.00
	TOTAL ALTERNATE 1 CONSTRUCTION COST				\$ 140,000.00		\$ 100,500.00		\$ 106,828.00		\$ 139,000.00		\$ 173,375.00		\$ 282,797.00
Alternate 2															
015050.01	Mobilization	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 19,424.70	\$ 19,424.70	\$ 20,000.00	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
099000.01	Painting & Coatings	LS	1	\$ 140,000.00	\$ 140,000.00	\$ 99,300.00	\$ 99,300.00	\$ 110,073.30	\$ 110,073.30	\$ 127,000.00	\$ 127,000.00	\$ 191,579.00	\$ 191,579.00	\$ 288,566.00	\$ 288,566.00
	TOTAL ALTERNATE 2 CONSTRUCTION COST				\$ 150,000.00		\$ 104,300.00		\$ 129,498.00		\$ 147,000.00		\$ 201,579.00		\$ 298,566.00
Alternate 3															
015050.01	Mobilization	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 24,401.25	\$ 24,401.25	\$ 20,000.00	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
099000.01	Painting & Coating	LS	1	\$ 160,000.00	\$ 160,000.00	\$ 120,900.00	\$ 120,900.00	\$ 138,273.75	\$ 138,273.75	\$ 157,000.00	\$ 157,000.00	\$ 219,383.00	\$ 219,383.00	\$ 316,821.00	\$ 316,821.00
	TOTAL ALTERNATE 3 CONSTRUCTION COST				\$ 170,000.00		\$ 125,900.00		\$ 162,675.00		\$ 177,000.00		\$ 229,383.00		\$ 326,821.00

April 8, 2015

Mr. Terry Pickle
City of Coeur d'Alene
710 E. Mullan Avenue
Coeur d'Alene, ID 83814

Re: Prairie Standpipe Re-Coating

Dear Terry:

Enclosed please find the bid tabulation and review checklist for the bids which were received from the City of Coeur d'Alene for the Prairie Standpipe Re-Coating Project. We have reviewed the bid packages received and they all appear to be responsive.

Welch Comer & Associates recommends awarding the bid, in the amount of \$100,500.00 for Alternate 1 or \$104,300.00 for Alternate 2 or \$125,900 for Alternate 3, from Coatings Unlimited.

Should you have any questions, please contact our office.

Sincerely,
Welch Comer & Associates, Inc.



Steven Cordes, P.E.
Design Engineer

SC/plr
Enclosures

RESOLUTION NO. 15-013

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ACCEPTING THE BID OF COATINGS UNLIMITED FOR THE PRAIRIE STANDPIPE RECOATING PROJECT.

WHEREAS, the City heretofore duly advertised invitation for bids for the Prairie Standpipe Recoating Project in Coeur d'Alene, Idaho, and said bids were opened as provided in said advertisement in the office of the City Clerk at 2:00 a.m., on Tuesday the 7th day of April, 2015, and the lowest responsible bid received was that of Coatings Unlimited, in the amount of One Hundred Twenty Five Thousand Nine Hundred and no/100's dollars (\$125,900.00), and it is in the best interests of the City of Coeur d'Alene and the citizens thereof that said bid be accepted; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the bid of Coatings Unlimited, in the amount of \$125,900.00 for the Prairie Standpipe Recoating Project be and the same is hereby accepted.

BE IT FURTHER RESOLVED, that the City enter into a contract with Coatings Unlimited 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 contract provided that the substantive provisions of the contract remain intact.

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

DATED this 21st day of April, 2015.

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 ADAMS Voted _____

_____ was absent. Motion _____.

CONTRACT

THIS CONTRACT, made and entered into this 21st day of April, 2015, 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 **Coatings Unlimited 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 18420 68th Ave. S #110, Kent, WA 98032, hereinafter referred to as "**CONTRACTOR.**"

W I T N E S S E T H:

THAT, WHEREAS, the said **CONTRACTOR** has been awarded the contract for **Prairie Standpipe Recoating Project** according to plans and specifications on file in the office of the City Clerk of said **CITY**, which plans and specifications 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 plans and specifications described above, in said **CITY**, furnishing all labor and materials therefore according to said plans and specifications and under the penalties expressed in the performance bond bearing even date herewith, and which bond with said plans and specifications are hereby declared and accepted as parts of this contract. All material shall be of the high standard required by the said plans and specifications and approved by the City, 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 One Million Dollars (\$1,000,000) 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 Workman'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 **One Hundred Twenty Five Thousand, Nine Hundred and 00/100 Dollars (\$125,900.00)**.

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 Director.

The number of calendar days allowed for completion of the Contract work shall be **sixty (60)** calendar days. The Contract time shall commence within 10 days of the Notice to Proceed issued by the **CITY** herein.

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 One Thousand Five Hundred and No/100 Dollars (\$1,500) 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 plans and specifications, the unit prices as set forth in the written proposal of the **CONTRACTOR** are hereby made part of this contract.

For the faithful performance of this contract in accordance with the plans and specifications 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.

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:
COATINGS UNLIMITED**

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
STAFF REPORT

DATE: April 13, 2015
FROM: Troy Tymesen
SUBJECT: Implementation of purchase card program

=====

DECISION POINT:

To implement a purchasing card program as a means of streamlining the acquisition of goods and services used by the City.

HISTORY:

A purchase card is a credit card with many manageable administrative features. The cards will reduce transaction costs as compared to paying by check and reduce staff hours associated with accounts payable, as well as provide a rebate program to the City. The State of Idaho has a contract with Bank of America that extends to other agencies. The City would be able to piggy back into this program by signing the linking agreement.

FINANCIAL ANALYSIS:

Credit card providers make money by charging the vendor a transaction fee; typically it ranges from two to three percent of the dollar amount. The City would receive a rebate or a portion of this fee based on the total dollars spent by the City using this program. The City, when linking to the State contract, will benefit because of the improved rebate schedule, no set up fees, and the rebate begins at the very first dollar.

The municipalities that have used the program have realized significant cost and time savings by using purchasing cards. The rebates are based on the total amount charged per month, how quickly payment is made and the total rebate level offered by the program. An analysis has been done for the City, by Bank of America, in regards to a potential rebate for all city departments and if \$6,000,000 was spent in one year using purchase cards the city would receive a rebate of approximately \$84,000. Council will still approve all expenditures prior to payment.

The State of Idaho receives a single rebate check and then calculates the rebate that each agency will receive. Rebates are paid on a quarterly basis.

DECISION POINT:

To implement a purchasing card program as a means of streamlining the acquisition of goods and services used by the City.

RESOLUTION NO. 15-014

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A STATE OF IDAHO PURCHASE CARD PROGRAM LINKING AUTHORIZATION CONTRACT WITH FIA CARD SERVICES, N.A., A BANK OF AMERICA COMPANY.

WHEREAS, the General Services Committee of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a State of Idaho Purchase Card Program Linking Authorization Contract with FIA Card Services, N.A., a Bank of America company, pursuant to terms and conditions set forth in a contract, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a State of Idaho Purchase Card Program Linking Authorization Contract with FIA Card Services, N.A., a Bank of America company, 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 contract to the extent the substantive provisions of the contract remain intact.

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

DATED this 21st day of April, 2015.

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 ADAMS Voted _____

_____ was absent. Motion _____.

**STATE OF IDAHO PURCHASE CARD PROGRAM
LINKING AUTHORIZATION CONTRACT SBPO1391**

State of Idaho Agreement states that Public Agencies as defined in Section #67-2327 of the Idaho Code (each a "Public Agency") may utilize the purchase card program of the State of Idaho ("Purchase Card Program") as the basis for establishing a purchase card program with FIA Card Services, N.A., a Bank of America company.

This Linking Authorization is entered into by _____ ("Company") and FIA Card Services, N.A., a Bank of America company, ("Bank of America") as of _____, 20__ (the "Effective Date"). By signing this Linking Authorization, the Public Agency requests and Bank of America agrees to provide to the entity the corporate purchasing card services as set forth in the Bank of America Corporate Card Service Agreement between the State of Idaho and Bank of America dated as of _____, and the (the "Card Agreement").

Capitalized terms used in this Linking Authorization, not otherwise defined, have the meanings given to them in the Card Agreement.

The Public Agency acknowledges and agrees that it has received and reviewed a copy of the Card Agreement and agrees to adhere to the terms and conditions of the Card Agreement, as amended from time to time.

The Public Agency represents and warrants to Bank of America that:

1. it is a Public Agency;
2. it is contracting for purchasing card services with Bank of America, and its performance of its obligations under this Linking Authorization and the Card Agreement will not violate any law, regulation, judgment, decree or order applicable to the Public Agency; and
3. it desires to utilize the Purchase Card Program of State of Idaho as the basis for establishing a purchase card program.

Bank of America represents and warrant agrees that with respect to each Public Agency and the State of Idaho:

1. that the combined total spend of all entities that enter into this agreement will be used to establish the rebate multiplier
2. that the rebate amount will be determined by the individual entity spend multiplied by the groups' rebate multiplier
3. that entities that have joined the linking Agreement shall receive an initial rebate for the period up to _____ of the joining year, and for each year thereafter must have a minimum spend of at least \$500,000 to qualify for a rebate
4. that the rebate will be paid within forty-five (45) days of the end of the Calculation Period, as defined in Schedule III, to the State of Idaho to be distributed to each Public Agency. All questions about the rebate distribution should be submitted to:

Jason Urquhart, CPPO, CPPB, Purchasing Officer
208-332-1608

The Public Agency acknowledges and agrees that, notwithstanding anything to the contrary in the Card Agreement, Bank of America may disclose to the State of Idaho and to each other Public Agency that utilizes the Purchase Card Program of the State of Idaho as the basis for establishing a purchase card program with Bank of America: (i) Public Agency's name and the fact that the Public Agency has entered into this Linking Authorization; and (ii) aggregate information about the Public Agency Transactions and spend volume.

This Linking Authorization is solely for the purpose of determining a multiplier for rebates to the participating Public Agencies and in no way creates a liability for any Public Agency for the expenditures of other participating Public Agencies.

This Linking Authorization and the Card Agreement, is incorporated into the State of Idaho contract for purchasing card services and constitute and represent the entire agreement between the Public Agency and Bank of America regarding the corporate purchasing card services Bank of America provides to Company anywhere in the world and supersedes and extinguishes all prior agreements, understandings, representations, warranties and arrangements of any nature, whether oral or written, between the Public Agency and Bank of America relating to such corporate purchasing card services. In the event of any conflict between the Linking Authorization, the Agreement and the State of Idaho issued documents (the State of Idaho issued documents are the Request for Proposals [RFP02425] and the Statewide Blanket Purchase Order), the State of Idaho issued documents shall control. For purposes of clarification, the term "Agreement" as used herein shall refer to the Bank of America Corporate Card Service Agreement, Schedules I, II and III attached to the Agreement, and any documents referenced in and incorporated into the Agreement.

IN WITNESS WHEREOF, the parties hereby execute this Linking Authorization as of the Effective Date.

FIA CARD SERVICES, N.A.

Public Agency

Signature: _____

Name: _____

Title: _____

Signature: _____

Name: _____

Title: _____

**GENERAL SERVICES
STAFF REPORT**

DATE: April 13, 2015
FROM: Troy Tymesen, Finance Director
SUBJECT: Analysis of eligible participants on the City's medical plan

DECISION POINT:

To approve the service agreement with Health Decisions, Inc. to conduct an analysis of eligible participants on the City's health plan.

HISTORY:

The City of Coeur d' Alene is seeking verification that all participants on the health plan are eligible participants. This is to be done by an outside third party that has a proven track record. This process has been discussed in the City's medical insurance committee which has representation from the Fire Union, Lake City Employees Association and the Police Association.

FINANCIAL ANALYSIS:

The expense for this service is not in the financial plan. The cost will be \$9,999.00. This cost does not include the spousal audit. It is anticipated that savings will be generated to cover the cost once the verification process is complete. The break-even point to cover the cost is 2.78 dependents. The premium paid to Group Health on an annual basis exceeds \$4,000,000.00.

PERFORMANCE ANALYSIS:

The results of this verification will confirm that the medical costs paid by the City are accurate. As the enrollment process for employees and dependents moves forward the City will be able to confirm and document the eligibility.

DECISION POINT/RECOMMENDATION:

To approve the service agreement with Health Decisions, Inc. to conduct an analysis of eligible participants on the City's health plan.

RESOLUTION NO. 15-015

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A SERVICE AGREEMENT WITH HEALTH DECISIONS, INC. FOR A DEPENDENT ELIGIBILITY AUDIT.

WHEREAS, the General Services Committee of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a Service Agreement with Health Decisions, Inc. for a Dependent Eligibility Audit, pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a Service Agreement with Health Decisions, Inc. for a Dependent Eligibility Audit, 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 21st day of April, 2015.

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 ADAMS Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER MILLER Voted _____

_____ was absent. Motion _____.

SERVICE AGREEMENT FOR:
Dependent Eligibility Audit



FOR:



April 3, 2015

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I. AUDIT SCOPE AND APPROACH

Audit Scope

According to Helbling Benefits Consulting, the City of Coeur d'Alene provides health benefits to approximately 300 employees. A reported 230 employees cover a spouse and/or dependent on the medical plan. The project will be performed for those City employees that cover a spouse and/or dependents on their plan. The audit process involves direct, two-way pre-populated correspondence with plan participants, combined with electronic and manual data analysis, to identify ineligible plan participants.

The audit will provide newly obtained information about ineligible participants; along with address changes and dependent status changes necessary to update the company's benefit recordkeeping system and their health plan administrator's membership system.

Step One: Project Planning and Customization

Audit activity begins with a web-hosted **Launch Meeting** with the City of Coeur d'Alene to discuss audit steps, review respective roles and responsibilities, and confirm audit purpose and scope. The following will be discussed:

- Audit process and logistics;
- Audit timetable including the schedule for the mailings;
- Pre-audit communications from client to employees (including amnesty offer);
- Health plan eligibility rules;
- Data security protocols;
- Call Center plan (inbound and outbound);
- Review of Best Practices for dependent documentation;
- Based on the assumption of **one piece of documentation per dependent**, client will decide on acceptable documentation to substantiate dependent eligibility. *Spouse*: first page of the IRS 1040 form or marriage certificate. *Dependents*: birth certificate, first page of IRS 1040 form, or divorce decree denoting financial responsibility. Health Decisions will make recommendations based on our audit experience, but the client will make final decisions;
- Review sample Spouse Coverage Audit survey questions;
- Review sample DEA Verification Form;

- Expected consequences for employees' failure to comply with the audit (i.e., when dependent coverage will be terminated); and
- Employer's plan for disposition communications.

Step Two: Data Acquisition

- City of Coeur d'Alene or its benefit record-keeper supplies a single Excel file of spouse and dependent eligibility records for employees (used to populate the verification forms).
- Health Decisions' data intake and IT professionals manage all data file intake, programming, data translation, and troubleshooting.
- Health Decisions pre-populates test forms with live data for client signoff prior to the release to employees.
- Health Decisions creates the *Master Eligibility File* used to track and verify eligibility information received in the audit and track calls received by the Call Center.
- Under the terms of the Health Insurance Portability and Accountability Act (HIPAA), Health Decisions will function as a Business Associate to the City of Coeur d'Alene, and a Business Associate Agreement will be executed between the parties.

Document Security and HIPAA Compliance

Health Decisions, Inc. is fully HITECH and HIPAA compliant. Our company is regulated by the HIPAA Privacy and Security rules as a Business Associate and all employees fully understand the sensitive nature of the information associated with each project. As a result, all employees are fully trained in the rules. Any and all files containing sensitive documentation are kept in a separate, HIPAA-secure environment, which is locked and only accessible to those employees working on the project.

Step Three: Audit Execution

Dependent Verification Form and Spouse Coverage Audit

Health Decisions will guide the client through a process to design the **Verification Form** to be used in the DEA. Our **larger 11" by 17" Verification Form, which is fully customizable**, will be the starting point, and client logo will be included. This DEA Verification Form generally contains:

- Cover letter from the employer;
- Pre-populated listing of all members enrolled in the plan for that employee;

DEPENDENT ELIGIBILITY AUDIT SERVICE AGREEMENT FOR THE
CITY OF COEUR D'ALENE

- Chart of dependent eligibility rules and documentation requirements; and
- Attestation statement requiring a signature.

The form can also be designed, if the client desires, to collect new information of interest to the client. While responses to these questions aren't a mandatory part of the audit, most Health Decisions clients utilize this option because of the value the new information can have on plan design and future claim avoidance.

According to Helbling Benefits Consulting, the City is interested in including a **Spouse Coverage Audit**. Health Decisions can design the Verification Form to collect information about employees' spouses' employment, eligibility for other insurance, and enrollment in other insurance. The data capture sections are customized to client requirements, and can include questions like the following:

- Is your spouse employed?
- Is your spouse eligible for group medical coverage?
- If yes, is your spouse enrolled in their employer plan?

All information will be entered into the *Master Eligibility File*, and the final report of results will include full reporting on the spouse coverage information captured.

Mailings

- An **initial mailing** is prepared for the estimated **230** City employees who cover spouses and dependents under the health plan. Dependent eligibility Verification forms will be mailed requesting documentation verifying that the dependent(s) meet the plan's eligibility requirements.
- Participants review and verify the enrollment information for their family members, denote any changes in information, and send the form with all requested supporting documentation to Health Decisions via a postage-paid business reply envelope provided by Health Decisions and included with the form.
- Alternatively, participants can submit their forms and documentation via fax or secure web upload.
- Health Decisions sends one **additional pre-populated follow-up mailing with DEA Verification Form** to individuals who did not submit a response, reminding them of their need to comply with the audit.
- Health Decisions will send a **final Customized Status (Incomplete or Non-response) Letter** to subscribers who still did not submit a response, or did

not submit complete information, in which case the letter will indicate what is still missing.

- At the end of the audit, after the final mailing's due date, Health Decisions will send a **verification postcard** to each employee who has responded, confirming their compliance with the audit.
- For those dependents who are removed from coverage as a result of the audit, Health Decisions will send a **notification of change to coverage status** that fulfills the requirements mandated by the Affordable Care Act (ACA).
- Health Decisions manages any undeliverable forms returned by the post office, and works with the employer to acquire a correct address. Forms will be resent to these individuals.

Call Center Inbound and Outbound Communications

All calls made to the Health Decisions Call Center are **directly answered** by experienced staff members, who answer employee questions on audit process, timing, verification forms, and documentation requested. Employees can also use the toll-free number to ask confidential questions about their specific situations, aiding faster return of forms.

Multiple **outbound calls will be placed by Health Decisions staff** to employees that have incomplete responses. Employees that do not respond to outbound calls will be reported to the client. All calls are documented via a call log that can be viewed by specific call or the call history for a specific enrollee. The Call Center is capable of taking calls from Spanish-speaking (and other foreign language-speaking) employees.

Multilingual Call Center

Health Decisions Dependent Eligibility Audit clients include several with foreign language-speaking employee populations. Our in-house Call Center representatives handle calls in Spanish, and other calls are translated through utilization of Language Line services that provide live translation.

Form, Document Review, and Verification

Eligibility Verification Forms are sent to Health Decisions via mail, fax, or secure web upload. Upon receipt, Health Decisions' staff will:

- Examine all forms and documentation received against required documentation;

- Digitally image all documentation and enter new information into the *Master Eligibility File*; and
- Record the form disposition: missing, incomplete, erroneous documentation, or complete and 100% verified.

Eligibility Data Improvements and Updates

The Verification Form will be pre-populated with enrollment information for employees and their covered dependents. The form will also provide room for employees to correct information and add missing information, which adds value to the audit. Approximately ten percent of employees submit corrections on their verification form.

Employees will be able to correct or provide the demographic information, including:

- Full name;
- Social Security Number (if included);
- Birth date;
- Address; and
- Phone Number.

All corrections and new information will be entered into the *Master Eligibility File*. At project completion, this information will be compiled on a data CD. The City can update their internal records as well as provide the corrections to their payer.

Grace Period

Health Decisions recognizes the importance of achieving the highest response rate possible. To that end, we include an unpublished **Grace Period** during which we accept and process late responses. All audit activity ends **one month after the due date of the final mailing**. Upon completion of the audit and delivery of the Final Report, Health Decisions will return all forms and documentation to the client, if requested. Alternatively, Health Decisions can destroy all documentation.

Client Communications: Weekly Status Reports and Bi-Weekly Status Calls

Health Decisions will provide the City with written status reports each week throughout the audit. This report will provide an audit status overview and statistics on current responses. Each week, the client will also receive a list of ineligible dependents to be removed from the plan.

Health Decisions will hold a bi-weekly conference call to discuss audit progress, along with any issues that may arise.

Reporting of Audit Results

Health Decisions provides clients with ongoing reports of audit status on a weekly basis as well as a **Report of Audit Findings**.

The types of reports provided during the audit include:

- **Quality Control Memorandum to confirm the counts of** eligibility data received.
- **Weekly Update Report:** Project statistics and results, including: number of letters mailed; number of responses; number of verified complete responses; number of incomplete responses; number of non-responses; and number of returned forms due to bad addresses.
- **Call Center Statistics:** including reason for call, and resolution.
- **Final Report:** A final report of audit process and results including all the information listed above, Spouse Coverage Audit survey results, and project Return on Investment. The report and electronic files of results will be delivered within three weeks of the end of final project activity, as well as presented at a web-hosted meeting.
- **Excel workbook:** Multiple worksheets detailing data updates/changes, including members to be deleted, members to be added, and members still missing documentation.
- **Data CD:** with scanned images of all documentation received by each respondent.

II. PROJECT TIMING, FEES, AND TERMS

Timing

The Dependent Eligibility Audit spans a three to four month time period, but the actual timeframe will be developed with the City to best meet their requirements.

The key steps by month usually proceed as follows:

- Month 1: Project planning, customization, data acquisition, approval of cover letter and verification form;
- Months 2-3: Audit Execution: mailings, Call Center, weekly status calls, response reporting; and
- Months 3-4: Mailing follow-up, weekly status calls, final determination on responses, and delivery of final report to client.

At the end of the audit, all audit activity (processing forms and documents and Call Center operations) will conclude one month from the final mailing's due date.

Fees

The fee for the Dependent Eligibility Audit is **\$9,999** (nine thousand, nine hundred ninety-nine dollars). This is an all-inclusive fee including all postage and printing costs.

Spouse Coverage Audit – Health Decisions can design the Verification Form to include **Spouse Coverage Audit** survey questions. The fee for this enhancement, which includes further customization, additional data work, and added reporting, is an additional **\$2.17** per employee with dependents (approximately \$500).

Health Decisions will be paid according to its standard payment schedule:

- One half due at the time of project commencement, defined as the Project Launch meeting;
- One quarter due at the time of the first mailing; and
- One quarter due on the date of the final mailing.

City of Coeur d'Alene will pay all invoices within fifteen days of invoice receipt.

The quoted fee is based on the following assumptions:

1. Client will announce the audit in advance to employees;
2. Customization of verification forms will be limited to Health Decisions' template, including logo/branding and client eligibility rules;

DEPENDENT ELIGIBILITY AUDIT SERVICE AGREEMENT FOR THE
CITY OF COEUR D'ALENE

3. Submitted audit documentation will be limited to one document per family member. If client desires more than one document per family member, additional postage and handling fees may apply and will be quoted prior to initial mailing;
4. The City will make all final decisions regarding verification documentation requirements and audit project timing;
5. Once documentation requirements have been communicated to employees, they can not be modified;
6. The City or its benefit record keeper will provide a **single Excel file** of health plan eligibility. If more than one data file is required, additional file processing fees of \$500 per file will apply;
7. Translation fees for any Spanish communications, if necessary, will be billed at cost.
8. Initial mailing will be sent to the estimated 230 employees with spouses and dependents enrolled in the City's medical plan. If this number increases, a fee of \$45 per additional employee with dependents will be assessed, in addition to the additional fee for the Spouse Coverage audit, if elected. This number does not include dental, vision, or prescription drug enrollment.
9. Two follow-up mailings will be sent to non-respondents unless otherwise directed by the City;
10. A postage-paid business reply mail (BRM) envelope will be provided with the first mailing only;
11. The City will supply number ten business envelopes, with the City of Coeur d'Alene logo, to use for the Status Letter mailings;
12. The client will inform Health Decisions if they are performing other enrollment-related employee surveys (i.e., Social Security Number canvassing) during the period of the audit;
13. The stated audit fee includes designing the Verification Form to capture other information in one category (i.e., spousal employment, other insurance information, or tobacco use). Should the client want additional information capture modules added to the form, additional fees will be assessed;
14. An affirmative answer to the other information capture questions is not required to classify a response as complete and verified;
15. The client will inform Health Decisions in advance of all planned communications with employees regarding the DEA, in order to prepare Health Decisions staff for questions that may arise;

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16. The Call Center hours will be during regular business hours, 9:00 am to 5:00 pm EST, Monday through Friday, with extended hours two days per week throughout the audit.
17. There will be one point of contact at the City to answer questions and coordinate issues;
18. Audit reporting will be provided in Health Decisions' standard report format. If customized report formats are requested, additional charges may apply;
19. Charges for out-of-scope work (if applicable) will be approved by the City in advance;
20. Audit timing may vary from the established audit timeline but **will not extend beyond one month** from the final mailing due date. Should the client elect to extend the audit response period beyond the audit conclusion date, any additional time required of Health Decisions will be billed based on time and materials at Health Decisions' standard rates, quoted in advance of work performed;
21. Should the client elect to extend the mailing timeline, the second audit fee payment is due 90 days after project commencement; and
22. There are no unforeseen issues or delays.

III. PERFORMANCE GUARANTEES

Health Decisions offers the City of Coeur d'Alene the following performance guarantees:

- **Successful Employee Response Rate** – Health Decisions' exceptional level of service is evidenced in our ability to help clients achieve high rates of employee response, averaging 98% over the past five years. **Health Decisions guarantees at least a 90% employee response rate for the City of Coeur d'Alene.** If this performance standard is not met, Health Decisions will refund to the City 5% of the audit fee (net of postage and printing costs).
- **Timely and Accurate Management of Forms and Documents** – Health Decisions guarantees the timely and accurate management of all Dependent Eligibility Verification Forms and documentation. All forms will be processed within 5 business days, and processed with an error rate of less than 2%. If either of these performance standards is not met, Health Decisions will refund the City 5% of the audit fee (net of postage and printing costs).

- **Strong Call Center Performance** – On average, the Health Decisions Call Center will communicate with 35% of employees with dependents. Therefore, an effective Call Center is a key contributor to a successful audit. Every call to the Call Center is answered in less than five (5) rings. If the Call Center call response for this project averages more than five rings, Health Decisions will refund to the City 5% of the audit fee (net of postage and printing costs).

IV. GENERAL PROVISIONS

Health Decisions will function in a staff capacity working under the direction of the City of Coeur d'Alene, who will approve the audit scope in advance and determine all follow-up activities resulting from the audit findings. Health Decisions will not exercise independent decision-making or in any way assume fiduciary responsibilities over the benefit plan activities it reviews.

Under the terms of the Health Insurance Portability and Accountability Act (HIPAA), Health Decisions will function as a Business Associate to the City of Coeur d'Alene. A Business Associate agreement will be executed between the organizations, and is incorporated into this document as Exhibit A.

The laws of the State of Michigan will govern any questions regarding this agreement. Health Decisions has permission to use the City's name in unlimited print, online, or electronic marketing materials related to client lists. Fee and payment terms presented will be honored for ninety days and will expire at the close of business May 12, 2015. This agreement may be terminated by either party upon sixty (60) day written notice by certified letter.

V. AUTHORIZATIONS

Approved: _____
Signature and Title of Person Authorized to Act on Contract for
City of Coeur d'Alene

Date: _____

Approved: _____
Si Nahra, President
Health Decisions, Inc.

Date: _____

Spouse Coverage Audit Option

Approved: _____
Signature and Title of Person Authorized to Act on Contract for
City of Coeur d'Alene

Date: _____

Prop 1157 contract

EXHIBIT A: BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") by and between **Health Decisions, Inc.** ("Business Associate") and the **City of Coeur d'Alene** ("Plan Sponsor"), for and on behalf of Plan Sponsor's health plan ("Covered Entity") for which Business Associate provides services and the Covered Entity's Administrator ("Plan Administrator"), is effective as of _____, 201_ (the "Agreement Effective Date").

RECITALS

WHEREAS, the parties have entered into a separate services agreement (referred to herein as the "Services Agreement") setting forth the duties and responsibilities of the parties relating to the services provided by Business Associate for Covered Entity;

WHEREAS, the parties wish to disclose certain information to each other pursuant to the terms of this Agreement and the Services Agreement, some of which may constitute Protected Health Information (defined below), and wish to enter into a business associate agreement that meets the requirements of current law concerning the handling and disclosure of individual health information;

WHEREAS, Covered Entity and Business Associate intend to (i) protect the privacy and provide for the security of Protected Health Information disclosed pursuant to this Agreement and the Services Agreement and (ii) comply with applicable transaction and code requirements set forth in the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as most recently amended by the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"), and the regulations promulgated thereunder by the U.S. Department of Health and Human Services ("HHS") (collectively "HIPAA") and other applicable federal and state laws; and

WHEREAS, the parties acknowledge that certain federal or state laws may take precedence over HIPAA and agree that this Agreement, the operational requirements hereunder, and the Services Agreement shall be interpreted to enable the parties to comply with HIPAA, the Privacy Rule (defined below) and other applicable federal or state law.

NOW, THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this Agreement and the Services Agreement, the parties agree as follows:

1. **Definitions.** In addition to the definitions located elsewhere in the Services Agreement, the following shall apply to this Agreement. Except as otherwise stated herein, the defined terms used in this Agreement shall have the meanings given to them under HIPAA and Regulations thereunder, including amendments thereto.

a. **"Agent"** shall mean an agent of the Business Associate other than a Subcontractor.

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b. "Breach" shall mean the acquisition, access, use or disclosure of Unsecured Protected Health Information in a manner not permitted under Subpart E of 45 C.F.R. Part 164 that compromises the security or privacy of such Protected Health Information (within the meaning of 45 C.F.R. Section 164.402).

c. "Designated Record Set" or "DRS" shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

d. "Electronic Protected Health Information" shall mean the information identified in subsections (i) and (ii) of the definition of "protected health information" contained in 45 C.F.R. Section 160.103 of the Privacy Rule.

e. "HIPAA Omnibus Rule" shall mean the "Modifications to the HIPAA Privacy, Security, Enforcement and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act" published at 78 Federal Register 5566 (January 25, 2013).

f. "HHS Transaction Standards Regulation" shall mean 45 C.F.R. Sections 160 and 162.

g. "Individual" shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. Section 164.502(g).

h. "Information" shall mean any "health information" as defined in 45 C.F.R. Section 160.103.

i. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

j. "Protected Health Information" or "PHI" shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 160.103, including such information created or received by Business Associate from or on behalf of Covered Entity.

k. "Required by Law" shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.103.

l. "Secretary" shall mean the Secretary of the U.S. Department of Health and Human Services or designee.

m. "Security Incident" shall mean, as provided in 45 C.F.R. Section 164.304, any attempted or successful unauthorized access, use, disclosure, modification, or destruction of Electronic Protected Health Information created, received, maintained or

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transmitted on behalf of the Covered Entity, or any successful interference with system operations in an information system related to such Electronic Protected Health Information.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Parts 160, 162 and 164.

o. "Subcontractor" shall have the same meaning giving to it in 45 C.F.R. Section 160.103.

p. "Unsecured Protected Health Information" means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology as provided in 45 C.F.R. Section 164.402.

2. Permitted Uses and Disclosures of PHI. Except as otherwise limited in this Agreement or by law, Business Associate may: (a) use or disclose PHI to perform functions, activities or services for, or on behalf of, Covered Entity as specified in the Services Agreement between the parties and in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by a Covered Entity; (b) use PHI to carry out the legal responsibilities of Business Associate; (c) conduct any other use or disclosure permitted or required by HIPAA or applicable federal or state law; and (d) use PHI for the proper management and administration of Business Associate. Notwithstanding the above, Business Associate shall not use and/or disclose PHI that is genetic information for underwriting purposes in accordance with 45 C.F.R. Section 164.502(a)(5). Business Associate shall use and disclose the minimum amount of PHI necessary to accomplish the purpose of the use or disclosure in accordance with 42 U.S.C. § 17935(b).

3. Obligations of Business Associate.

a. Appropriate Safeguards. Business Associate shall use appropriate physical, technical, and administrative safeguards (i) to prevent use or disclosure of PHI other than as permitted under this Agreement or Required by Law and (ii) to reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that Business Associate creates, receives, maintains or transmits on behalf of the Covered Entity.

b. Reporting of Improper Use or Disclosure. Business Associate shall promptly report in writing to Covered Entity (i) any use or disclosure of PHI not provided for by this Agreement upon becoming aware of such use or disclosure and (ii) any Security Incidents, as described in 45 C.F.R. Section 164.314(a)(2)(i)(C), upon becoming aware of such Security Incident. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of (i) any use or disclosure of PHI by Business Associate or its agents or subcontractors in violation of the requirements of HIPAA or this Agreement or (ii) any Security Incidents of Business Associate or its agents or subcontractors.

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c. Reporting of a Breach. Business Associate shall promptly notify the Covered Entity in writing of a Breach, but in no case later than ten (10) business days following discovery of a Breach. This notification will include, to the extent known:

- (i) the names of the individuals whose PHI was involved in the Breach;
- (ii) the circumstances surrounding the Breach;
- (iii) the date of the Breach and the date of its discovery;
- (iv) the information Breached;
- (v) any steps the impacted individuals should take to protect themselves;
- (vi) the steps Business Associate is taking to investigate the Breach, mitigate losses, and protect against future Breaches;
- (vii) a contact person who can provide additional information about the Breach; and
- (viii) other such information including a written report and risk assessment under 45 CFR § 164.402 as Plan Sponsor may reasonably request.

Business Associate will promptly investigate any Breaches, assess their impact under all applicable state and federal law, and promptly make a recommendation to Covered Entity as to whether notification is required pursuant to 45 C.F.R. Sections 164.404-408 and/or applicable state breach notification laws. Subject to the Covered Entity's prior approval, Business Associate will issue notices to such Individuals, state and federal agencies, including the Department of Health and Human Services, and/or the media as the Covered Entity is required to notify pursuant to, and in accordance with the requirements of applicable law (including 45 C.F.R. Sections 164.404-408). Business Associate will pay the costs of issuing notices required by law and all other remediation and mitigation that is necessary or appropriate to address the Breach. Business Associate shall provide the Covered Entity with information necessary for the Covered Entity to fulfill its obligation to report Breaches affecting fewer than 500 Individuals to the Secretary as required by C.F.R. Section 164.408(c). To the extent provided under 45 C.F.R. Section 164.410(a)(2), a Breach shall be treated as discovered as of the first day on which such Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or agent of Business Associate.

d. Business Associate's Agents and Subcontractors. Business Associate shall ensure that any Agent or Subcontractor that creates, receives, maintains, or transmits PHI on behalf of the Business Associate, agrees in a written Business Associate Agreement to

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at least the same restrictions, conditions and requirements that apply through this Agreement to Business Associate for such PHI.

e. Access to PHI. Business Associate shall provide access to an Individual, at the request of the Individual or the Covered Entity, to PHI in a Designated Record Set maintained by, or in the possession of, Business Associate in the time and manner required of a Covered Entity under 45 C.F.R. Section 164.524 or as Required by Law. Any denial of access to such PHI determined by Business Associate shall be the sole responsibility of Business Associate, including, but not limited to, resolution or reporting of all appeals and/or complaints arising therefrom. Business Associate shall promptly report all such requests and their resolution to Covered Entity as mutually agreed by the Parties. Business Associate shall promptly notify the Covered Entity of any request made to the Business Associate that extends to PHI not contained in a Designated Record Set maintained by Business Associate.

f. Amendment of PHI. Business Associate shall make a determination on any authorized request by an Individual for amendment(s) to PHI in a Designated Record Set maintained by, or in the possession of, Business Associate in the time and manner required of a Covered Entity under 45 C.F.R. Section 164.526 or as Required by Law. Any denial of such a request for amendment of PHI determined by Business Associate shall be the responsibility of Business Associate, including, but not limited to, resolution and/or reporting of all appeals and/or complaints arising therefrom in the time and manner required under 45 C.F.R. Section 164.526. Business Associate shall report all approved amendments or statements of disagreement/rebuttals in accordance with 45 C.F.R. Section 164.526. Business Associate also shall promptly report all such requests and their resolution to Covered Entity.

g. Documentation of Disclosures. Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for a Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. Section 164.528. At a minimum, such documentation shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably informs the Individual of the basis for the disclosure, or a copy of the Individual's authorization, or a copy of the written request for disclosure. Business Associate shall retain such documentation for such period as is set forth in the Privacy Rule or other applicable laws.

h. Accounting of Disclosures. Business Associate agrees to provide to an Individual or the Covered Entity, in the time and manner required of a Covered Entity, with information collected in accordance with Section 3(g) of this Agreement in response to a request by an Individual for an accounting of disclosures of PHI (including, but not limited to, PHI contained within an "electronic health record" as defined in HITECH Section 13400(5)) in accordance with 45 C.F.R. Section 164.528 (as amended by HITECH). Beginning on the date required under HITECH (or such later date as may be established in HHS regulations or other guidance), should an Individual make a request for an accounting of disclosures related to electronic health records (or Covered Entity requests that Business Associate respond to

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such a request), Business Associate shall comply with a request for an accounting of disclosures made for treatment, payment, or health care operations purposes in accordance with HITECH Section 13405(c) and any HHS regulations or other guidance thereunder. Business Associate shall promptly report all such requests by an Individual and their resolution to Covered Entity.

i. Access to Records. Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to Covered Entity, upon reasonable request by Covered Entity, or to the Secretary for purposes of determining Covered Entity's compliance with the Privacy Rule, Security Rule or other requirements of HIPAA. Business Associate is required to:

- (i) notify the Covered Entity of any request by the Department of Health and Human Services for information relating to PHI of the Covered Entity; and
- (ii) provide to the Covered Entity, a copy of information relating to the Covered Entity that Business Associate provided to the Department.

j. HHS Transaction Standards Regulation. If Business Associate conducts, in whole or part, standard transactions for or on behalf of Covered Entity, Business Associate will comply, and will require any Agent or Subcontractor involved with the conduct of such standard transactions to comply, with the HHS Transaction Standards Regulation.

k. Compliance with Security Rules. Business Associate shall:

(i) use appropriate physical, technical and administrative safeguards to reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that Business Associate creates, receives, maintains or transmits on behalf of Covered Entity;

(ii) report to Covered Entity any Security Incident of which Business Associate becomes aware, upon becoming aware of such Security Incident;

(iii) ensure that any Agent or Subcontractor to whom it provides Electronic Protected Health Information received from, or created, maintained, transmitted or received by Business Associate on behalf of Covered Entity agrees to at least the same restrictions and conditions that apply throughout this Agreement to Business Associate with respect to such information;

(iv) enter into a contract or other arrangement with each of its Subcontractors that create, receive, maintain or transmit Electronic Protected Health Information on behalf of Business Associate pursuant to which the Subcontractor agrees to comply with the applicable requirements of the Security Rule; and

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(v) mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Security Incident relating to Business Associate or any Agent or Subcontractor.

l. HIPAA Omnibus Rule Compliance. Business Associate shall:

(i) not receive, directly or indirectly, any impermissible remuneration in exchange for PHI or Electronic Protected Health Information, except as permitted by 45 C.F.R. Sections 164.506(a) and 164.508(a)(4);

(ii) comply with the marketing and other restrictions applicable to business associates contained in 45 C.F.R. Sections 164.506(a) and 164.508(a)(3);

(iii) fully comply with the applicable requirements of 45 C.F.R. Section 164.502 for each use or disclosure of PHI;

(iv) fully comply with 45 C.F.R. Sections 164.306 (security standards), 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), and 164.316 (policies, procedures and documentation requirements);

(v) to the extent required under HHS regulations or other guidance, comply with the additional privacy and security requirements enacted in the HIPAA Omnibus Rule that apply to business associates in the same manner and to the same extent as Covered Entity is required to do so; and

(vi) Business Associate acknowledges that it is subject to civil and criminal enforcement for failure to comply with HIPAA rules, to the extent provided by the HITECH Act and HIPAA Rules.

m. Compliance with Subpart E of 45 CFR Part 164. To the extent Business Associate carries out Covered Entity's obligations under subpart E of 45 CFR Part 164, Business Associate will comply with requirements of subpart E that apply to the Covered Entity in performance of such obligation.

4. Obligations of Covered Entity

a. Delegation to Business Associate. As set forth in Sections 3(e), 3(f), 3(g) and 3(h) of this Agreement, Covered Entity hereby delegates to Business Associate the Covered Entity's responsibility to provide access, amendment, and accounting rights to Individuals with respect to PHI in any Designated Record Set maintained by, or in the possession of, Business Associate. It is understood that Business Associate will interact with the Individual directly, up to and including resolution of any appeals or reporting of complaints under HIPAA or applicable federal or state law. Further, Covered Entity hereby delegates to Business Associate the Covered Entity's obligations with respect to notice of Breaches of Unsecured Protected Health Information. In accordance with Section 3(c) of this Agreement, Business Associate shall notify affected Individuals, Covered Entity, the Secretary, and media (if Required by Law) of such Breach within sixty (60) calendar days

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after discovery. Such notice shall comply with the notification requirements set forth in Subpart D of 45 C.F.R. Part 164 (45 C.F.R. Section 164.400 et seq.).

b. Responsibility for Further Disclosures. Covered Entity shall be responsible for ensuring that any further disclosure by Covered Entity of PHI (including, but not limited to, disclosures to employers, plan sponsors, agents, vendors, and group health plans) complies with the requirements of HIPAA and applicable federal and state law.

c. Applicable Law. HIPAA requires the Covered Entity and the Business Associate to comply with the Privacy Rule and applicable state privacy laws, based upon application of the preemption principles set forth in 45 C.F.R. Sections 160.201 et seq..

d. Notice of Privacy Practices. Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. Section 164.520, as well as any changes to such notice. Business Associate shall not distribute its own notice to Individuals. Business Associate shall not be responsible for the content of Covered Entity's notice of privacy practices nor any error or omission in such notice.

e. Changes in Permission by Individual. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.

f. Restrictions on PHI. Covered Entity shall notify Business Associate of any restriction upon the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. Section 164.522 (as amended by HITECH), to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

g. Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity, except for Business Associate's use of PHI for its proper management and administration or to carry out its legal responsibilities under Section 2 of this Agreement.

h. Disclosure to Third Parties. Covered Entity may request that Business Associate disclose PHI directly to another party. Covered Entity agrees that all such disclosures requested by Covered Entity shall be for purposes of Covered Entity's treatment, payment or health care operations or otherwise permitted or required under HIPAA or other applicable law. Such disclosure may occur, only if

- (i) required by law, or
- (ii) Business Associate obtains reasonable assurances from such third parties or agents that PHI will be held by them

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confidentially and used or further disclosed only as required by law;

- (iii) such third parties or agents agree to implement appropriate safeguards to protect the confidentiality, integrity, and availability of PHI, and
- (iv) such third parties or agents agree to notify Business Associate of an instance of which they are aware that the confidentiality of the information has been breached or that a security incident has occurred.

5. Use of Limited Data Sets. The parties agree, for purposes of complying with 45 C.F.R. Section 164.502(b)(1), to limit, to the extent practicable, any use, disclosure and requests of PHI to a "limited data set" (as defined in 45 C.F.R. Section 164.514(e)(2)) or, if needed by the Business Associate or Covered Entity, to the minimum necessary PHI to accomplish the intended purpose of such use, disclosure or request. This Section will cease to apply on the effective date of regulations issued by the Secretary in accordance with HITECH Section 13405(b)(2)(C). The parties shall comply with any such regulations promulgated by the Secretary as of their effective date.

6. Compliance Audits. Covered Entity shall have the right to audit Business Associate's compliance with this Agreement. Upon request, Business Associate shall provide Covered Entity representatives reasonable access to Business Associate's relevant records and other information during normal business hours at Business Associate's place of business. Any such audits shall be conducted in accordance with the terms and conditions (if any) for Plan Sponsor audits set forth in the Services Agreement.

7. Indemnification. Business Associate will indemnify, defend, and hold Covered Entity and its Trustees, employees, agents and all affiliates harmless from any and all liability, damages, costs (including reasonable attorneys' fees and costs) and expenses imposed upon or asserted against the non-indemnifying party arising out of any claims, demands, awards, settlements or judgments relating to the indemnifying party's, or, as applicable, its director's, officer's, employee's, contractor's, business associate's, trading partner's, client employer's, and/or Covered Entity sponsor's use or disclosure of PHI contrary to the provisions of this Agreement or applicable law.

8. Term and Termination.

a. Term. The term of this Agreement shall commence as of the Agreement Effective Date, and shall terminate when the Services Agreement terminates or as otherwise provided herein. Upon termination, all of the PHI provided by either party to the other, or created or received by Business Associate on behalf of Covered Entity, shall be handled in as provided in Section 8(c).

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b. Termination for Cause. If either party breaches a material term of this Agreement, the non-breaching party shall provide a written notice of the breach and a reasonable opportunity to the other party to cure the breach or end the violation within a reasonable period of time specified in the notice. If the breach cannot be cured or is not cured within a reasonable period, this Agreement may be terminated immediately by the non-breaching party.

c. Effect of Termination.

(i) Except as provided in paragraph (ii) of this Section 8(c), upon termination of this Agreement for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of Subcontractors or Agents of Business Associate.

(ii) The parties recognize that Business Associate and Business Associate's Subcontractors and Agents may be required to retain PHI to fulfill certain contractual or regulatory requirements, making return or destruction infeasible. If Business Associate needs to retain PHI to carry out its legal responsibilities, or for its own management or administration, Business Associate must notify Covered Entity of specific PHI it is retaining and reason for retention.

(iii) In addition, with respect to PHI that is retained after termination of this Agreement, Business Associate must:

- (A) return to Covered Entity, or it is agreed to by Covered Entity, destroy remaining PHI.
- (B) continue to use appropriate safeguards and comply with subpart (c) of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided in this section, for as long as Business Associate retains PHI;
- (C) not use or disclose PHI retained by Business Associate other than for purposes for which PHI has been retained; and
- (D) return to Covered Entity, or if agreed to by Covered Entity, destroy PHI that is retained by the Business Associate.

This provision shall apply to PHI that is in the possession of subcontractors of Business Associate. Further, Business Associate will require that any such subcontractor certify that it has returned or destroyed all such information that could be returned or destroyed. Business Associate will identify PHI, including PHI that was identified

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to subcontractors that cannot feasibly be returned or destroyed and explain why return or destruction is infeasible.

(iv) Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate's Subcontractors and Agents shall likewise be contracted to extend such protections to PHI in their possession.

(v) In no event shall this Section 8 affect any obligation of Business Associate to transfer Covered Entity's information and data to any successor services provider retained by Covered Entity or its successor under the Services Agreement or otherwise.

9. References. A reference in this Agreement to HIPAA means the law or regulation as in effect on the Agreement Effective Date or as subsequently amended, and for which compliance is required on the date of determination.

10. Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as is required for the parties to comply with the requirements of HIPAA. The parties agree to negotiate in good faith any modification to this Agreement that may be necessary or required to ensure consistency with amendments to and changes in applicable federal and state laws and regulations, including but not limited to, the Privacy Rules or the Security Rules or other regulations promulgated pursuant to HIPAA.

11. Waiver. No delay or omission by either party to exercise any right or remedy under this Agreement will be construed to be either acquiescence or the waiver of the ability to exercise any right or remedy in the future.

12. Survival. The respective rights and obligations of Business Associate under Sections 6, 7 and 8 of this Agreement shall survive the termination of this Agreement and the underlying Services Agreement.

13. Severability. In the event any part or parts of this Agreement are held to be unenforceable, the remainder of this Agreement will continue in effect.

14. Parties to Agreement. The Covered Entity and Plan Administrator agree that they are parties to the Services Agreement (for purposes of complying with HIPAA only) and to the extent not so identified in the Services Agreement, the Services Agreement is hereby amended accordingly.

15. No Third Party Beneficiaries. Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer upon any person, other than Covered Entity, Business Associate, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

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16. Assignment. This Agreement is not assignable by either party without the other party's written consent.

17. Effect on Services Agreement. Except as specifically required to implement the purposes of this Agreement, or to the extent inconsistent with the Agreement, all other terms of the Services Agreement shall remain in force and effect. This Agreement shall supersede and replace all prior business associate agreements between the parties.

18. No Agency Relationship. For purposes of this Agreement, Business Associate is not the agent of Covered Entity (as such term is defined under common law).

19. Interpretation. The provisions of this Agreement shall prevail over any provisions in the underlying Services Agreement or any operational activities under the Services Agreement, that conflict or are inconsistent with any provision in this Agreement. Any ambiguity in this Agreement, the Services Agreement or in operations shall be resolved in favor of a meaning that permits Covered Entity or Business Associate to comply with HIPAA or the applicable federal or state law.

20. Governing Law. This Agreement is governed by the laws of the State of Michigan, except to the extent preempted by Federal law.

21. Notices. All notices and communications required by this Agreement must be in writing.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Agreement Effective Date

City of Coeur d'Alene

By: _____

Title: _____

Health Decisions, Inc.

By: _____

Title: _____

CITY COUNCIL
STAFF REPORT

DATE: April 13, 2015
FROM: Lee White, Chief of Police
SUBJECT: Request to purchase one additional patrol vehicle

Decision Point: Authorization to purchase one (1) patrol vehicle.

History: The Police Department currently has eleven (11) marked police cars assigned to the Patrol Division for patrol officers to utilize, not including supervisor vehicles, and one additional request for purchase that is set to be heard by Council on April 7th. The Patrol Division currently has 35 officers' assigned to four (4) shifts to utilize those vehicles.

In an effort to maintain enough vehicles for 24/7 patrol coverage, extra vehicles are required. In a recent request, it was discovered Lake City Ford has a 2015 Ford Explorer Police SUV. The vehicle was originally earmarked for another agency, but is now available and has been offered to the Coeur d'Alene Police Department for the State Bid price of \$25,627, plus the cost of additional police equipment already installed on the vehicle. Total cost of the vehicle is \$31,657. In addition to Lake City Ford, we have researched other dealerships in our Region and have found no other compatible vehicles currently available.

The Coeur d'Alene Police Department has a long history of purchasing from our local dealerships at the State Bid price. The requested 2015 Ford Police SUV is a current model used by our Department and meets all patrol vehicle requirements.

Financial Analysis: The total purchase price of this vehicle is \$31,657. Required equipment for patrol use such as in-car video, computer and radio systems, lights, transport security screens, etc. will result in additional \$20,343. The Police Department does not have budget capacity for this vehicle and related equipment; this is an unbudgeted expenditure. It is anticipated that North Idaho College will approve up to \$25,000 in July, for a vehicle for the School Resource Officer to utilize, which will help offset a portion of the total cost. The remaining \$27,000 in funds would come from either fund balance or unanticipated income to the General Fund.

Performance Analysis: The patrol vehicles are used for a variety of patrol-related functions. These vehicles obtain a high amount of mileage being used in various functions. Because of the limited number of patrol vehicles, our line patrol vehicles are used almost continuously.

Decision Point: The Police Department requests authorization to purchase one (1) patrol vehicle from Lake City Ford.

RESOLUTION NO. 15-016

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE PURCHASE OF ONE (1) POLICE DEPARTMENT PATROL VEHICLE FROM LAKE CITY FORD.

WHEREAS, the General Services Committee of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene authorize the purchase of one (1) Police Department Patrol Vehicle in the amount of Thirty One Thousand Six Hundred Fifty Seven and no/100's Dollars (\$31,657.00); NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City purchase a Police Department Patrol Vehicle from Lake city Ford in the amount of \$31,657.00; 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 21st day of April, 2015.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER ADAMS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER EVANS Voted _____

_____ was absent. Motion _____.

OTHER BUSINESS

PUBLIC WORKS COMMITTEE

STAFF REPORT

DATE: April 27, 2015
FROM: Gordon Dobler, Engineering Services Director
SUBJECT: Award of Contract for Stormwater Drainage Improvements at Dalton Avenue and Government Way

DECISION POINT

Staff is requesting that Council award a contract for stormwater drainage improvements to Earthworks Northwest, Inc.

HISTORY

The stormwater drainage system at the Government Way and Dalton Avenue intersection is insufficient in treating the volume of runoff. The improvements from Government Way to Hanley included a new swale area that can accommodate the stormwater from this area. This project will connect the stormwater runoff from this intersection to the system in Government Way, which flows north to the swale on Sun Up Avenue.

The results of the quotes are as follows;

S & L Underground, Inc.	\$124,315.00
Peck and Peck Excavating	\$83,439.60
Buddy's Backhoe Service	\$82,760.00
Earthworks Northwest, Inc.	\$74,824.00

FINANCIAL ANALYSIS

This project was included in the current fiscal year's budget for Drainage Utility Collection System Replacement

PERFORMANCE ANALYSIS

These improvements will reduce the flooding at the intersection of Dalton and Government Way. It currently drains to drywells located under the sidewalk. These drywells do not have the capacity to take larger flows, so connecting to the existing storm system will resolve this problem.

RECOMMENDATION

Staffs recommend that Council award the contract to Earthworks Northwest, Inc. for \$74,824.00 and execute the contract.

RESOLUTION NO. 15-017

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A CONTRACT WITH EARTHWORKS NORTHWEST, INC. FOR STORMWATER IMPROVEMENTS AT GOVERNMENT WAY AND DALTON AVENUE.

WHEREAS, the General Services Committee of the city of Coeur d'Alene has recommended that the city of Coeur d'Alene enter into a contract with Earthworks Northwest, Inc., for the Stormwater Improvements at Government Way and Dalton Avenue, pursuant to terms and conditions set forth in a contract, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a Contract for the Stormwater Improvements at Government Way and Dalton Avenue with Earthworks Northwest, Inc., 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 contract 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 contract on behalf of the city.

DATED this 21st day of April, 2015.

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 ADAMS Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

CONTRACT

THIS CONTRACT, made and entered into this 21st day of April, 2015, 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 **Earthworks Northwest, Inc**, a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at P.O. Box 1122 Sandpoint, Idaho, hereinafter referred to as "**CONTRACTOR**".

WITNESSETH:

THAT, WHEREAS, the said **CONTRACTOR** has been awarded the contract for the **Dalton & Government Way Stormwater Drainage Improvements** according to plans and specifications on file in the office of the City Clerk of said **CITY**, which plans and specifications 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 plans and specifications described above, in said **CITY**, furnishing all labor and materials therefore according to said plans and specifications and under the penalties expressed in the performance bond bearing even date herewith, and which bond with said plans and specifications are hereby declared and accepted as parts of this contract. All material shall be of the high standard required by the said plans and specifications 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 One Million Dollars (\$1,000,000) 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 Workman'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 **Seventy Four Thousand Eight Hundred Twenty Four and no/100 Dollars (\$74,824.00)**.

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 Director.

The number of calendar days allowed for completion of the Contract work shall be 21 calendar days. The Contract time shall commence within 10 days of the Notice to Proceed issued by the **CITY** herein.

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 One Thousand Five Hundred and No/100 Dollars (\$1,500) 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 plans and specifications, the unit prices as set forth in the written proposal of the **CONTRACTOR** are hereby made part of this contract.

For the faithful performance of this contract in accordance with the plans and specifications 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) Invitation 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.

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:
EARTHWORKS NORTHWEST, 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.

PUBLIC HEARINGS

CITY COUNCIL STAFF REPORT

DATE: April 21, 2015
TO: City Council
FROM: Tami Stroud, Planner
SUBJECT: **A-1-15-** Annexation of +/- 9.557 acres of former railroad property lying between the east end of Mill River Subdivision and Riverstone Development.

APPLICANT: City of Coeur d'Alene **OWNER:** BNSF Railway Company
710 E. Mullan Avenue 2650 Lou Menk Drive
Coeur d'Alene, ID 83815 Ft. Worth, TX 76131

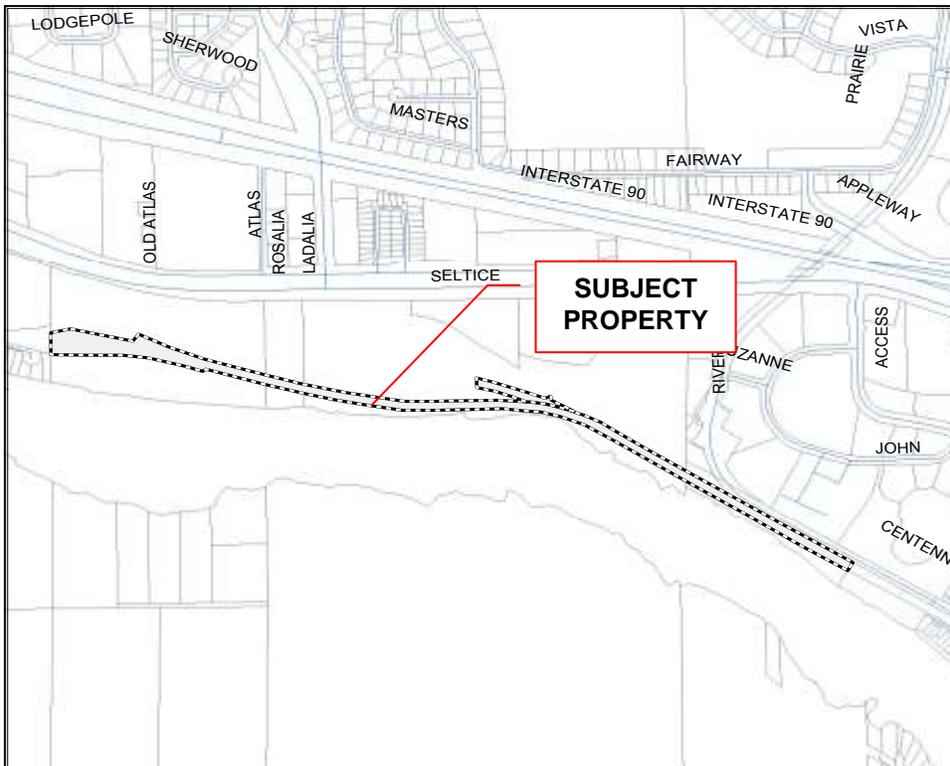
ZONING REQUEST:

The City of Coeur d'Alene. Is requesting zoning in conjunction with annexation from County Industrial (I) to City C-17 (Commercial at 17 units/ acre) zoning district. The property is more specifically described as a portion of the former railroad property lying between the east end of the Mill River Subdivision and the Riverstone development along the Spokane River.

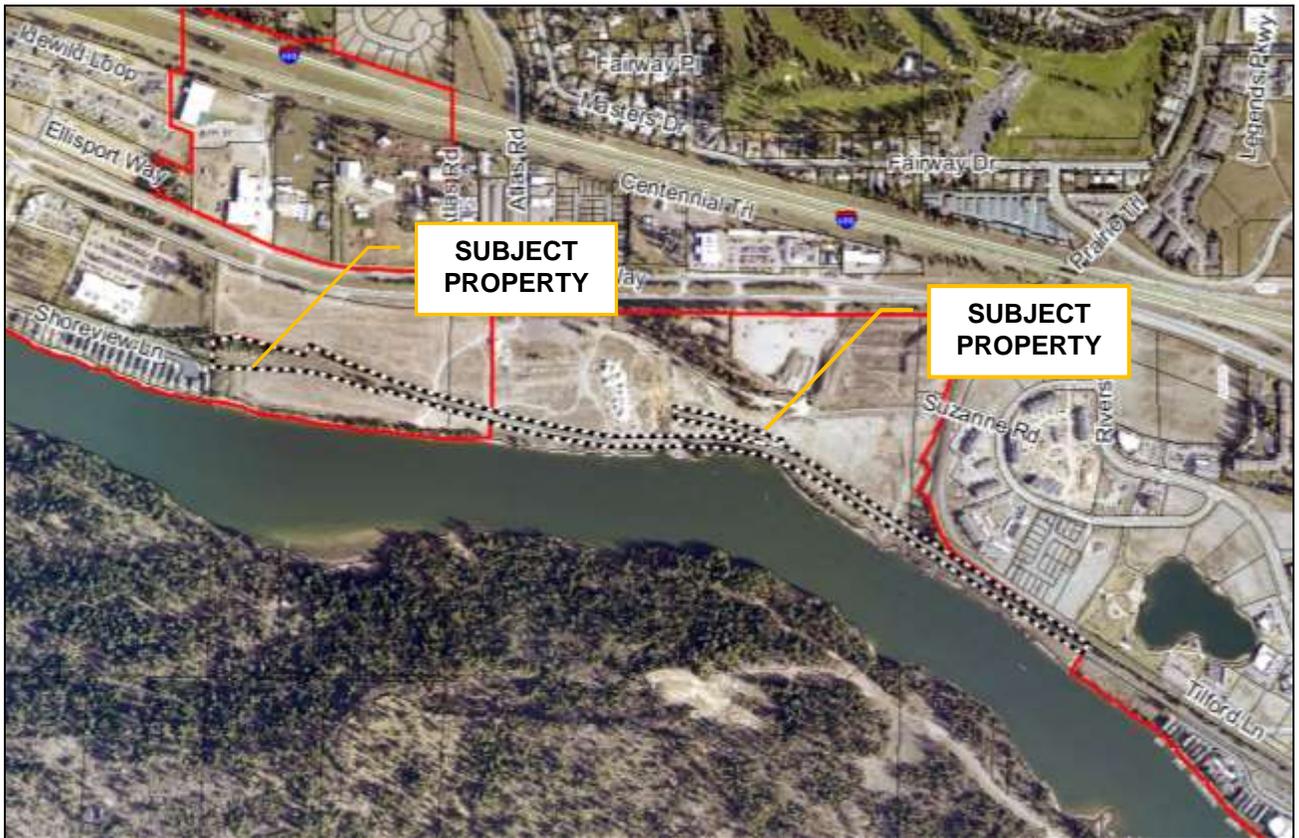
DECISION POINT:

City of Coeur d'Alene is requesting approval of Zoning Prior to Annexation from County Industrial (I) to City C-17 (Commercial at 17 units/acre) zoning district.

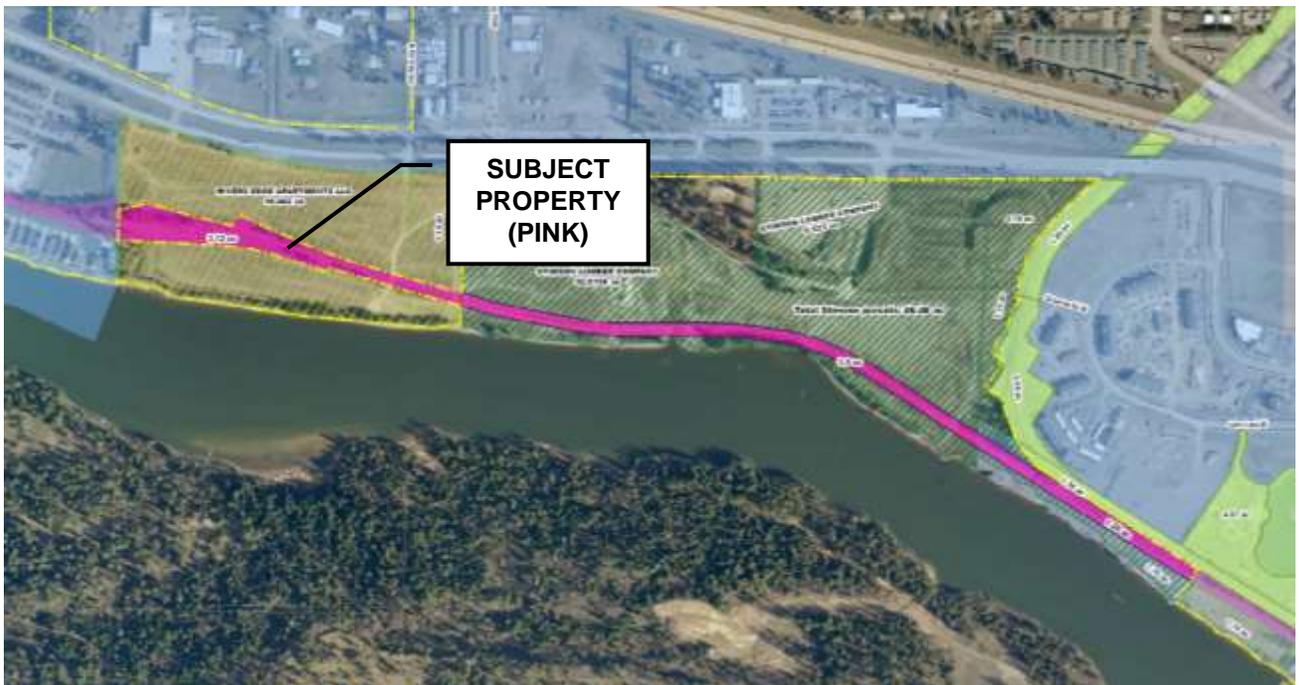
Property map:



A. SITE PHOTO (Aerial):



B. Subject property (PINK):



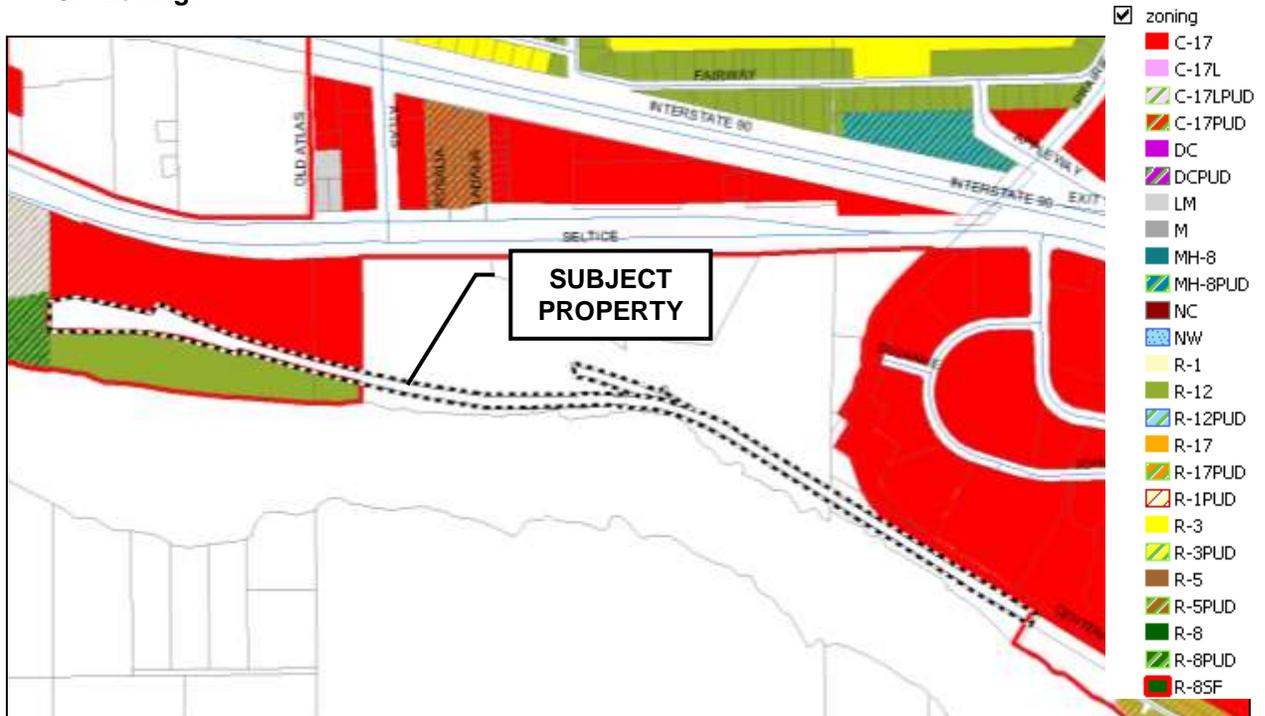
GENERAL INFORMATION:

- A. Applicant/Owner: City of Coeur d'Alene
710 E. Mullan Avenue
Coeur d'Alene, ID 81815
- B. The subject property is located on the south side of Seltice Way; previously the site of a portion of Burlington Northern Railroad.
- C. Land uses in the area include commercial to the north and across Seltice Way and Riverstone Development further to the east. Mill River Subdivision to the west. Vacant unincorporated property is to the north, and south of a portion of the subject property.
- D. On March 10, 2015 the Planning Commission approved the request by a vote of 4 to 0:

Prior actions on surrounding property:

- 1. A-1-13 – R-12 & C-17 –Washington Trust property- approved in June of 2013.
- 2. A-3-04 –C-17–+/- 77 Acre Parcel known as the Central Pre-Mix Site - approved in November of 2004.

C. Zoning:



Purpose and Intent:

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

Uses permitted by right:

1. Single-family detached housing (as specified by the R-8 District).
2. Duplex housing (as specified by the R-12 District).
3. Cluster housing (as specified by the R-17 District).
4. Multiple-family (as specified by the R-17 District).
5. Home occupations.
6. Community education.
7. Essential service.
8. Community assembly.
9. Religious assembly.
10. Public recreation.
11. Neighborhood recreation.
12. Commercial recreation.
13. Automobile parking when serving an adjacent business or apartment.
14. Hospitals/health care.
15. Professional offices.
16. Administrative offices.
17. Banks and financial institutions.
18. Personal service establishments.
19. Agricultural supplies and commodity sales.
20. Automobile and accessory sales.
21. Business supply retail sales.
22. Construction retail sales.
23. Convenience sales.
24. Department stores.
25. Farm equipment sales.

26. Food and beverage stores, on/off site consumption.
27. Retail gasoline sales.
28. Home furnishing retail sales.
29. Specialty retail sales.
30. Veterinary office.
31. Hotel/motel.
32. Automotive fleet storage.
33. Automotive parking.
34. Automobile renting.
35. Automobile repair and cleaning.
36. Building maintenance service.
37. Business support service.
38. Communication service.
39. Consumer repair service.
40. Convenience service.
41. Funeral service.
42. General construction service.
43. Group assembly.
44. Laundry service.
45. Finished goods wholesale.
46. Group dwelling-detached housing.
47. Mini-storage facilities.
48. Noncommercial kennel.
49. Handicapped or minimal care facility.
50. Rehabilitative facility.
51. Child care facility.
52. Juvenile offenders facility.
53. Boarding house.
54. Commercial kennel.
55. Community organization.
56. Nursing/convalescent/rest homes for the aged.
57. Commercial film production.

Uses allowed by special use permit:

1. Veterinary hospital.
2. Warehouse/storage.
3. Custom manufacturing.
4. Extensive impact.
5. Adult entertainment sales and service.
6. Auto camp
7. Residential density of the R-34 district as specified
8. Underground bulk liquid fuel storage-wholesale
9. Criminal transitional facility
10. Wireless communication facility

Evaluation:

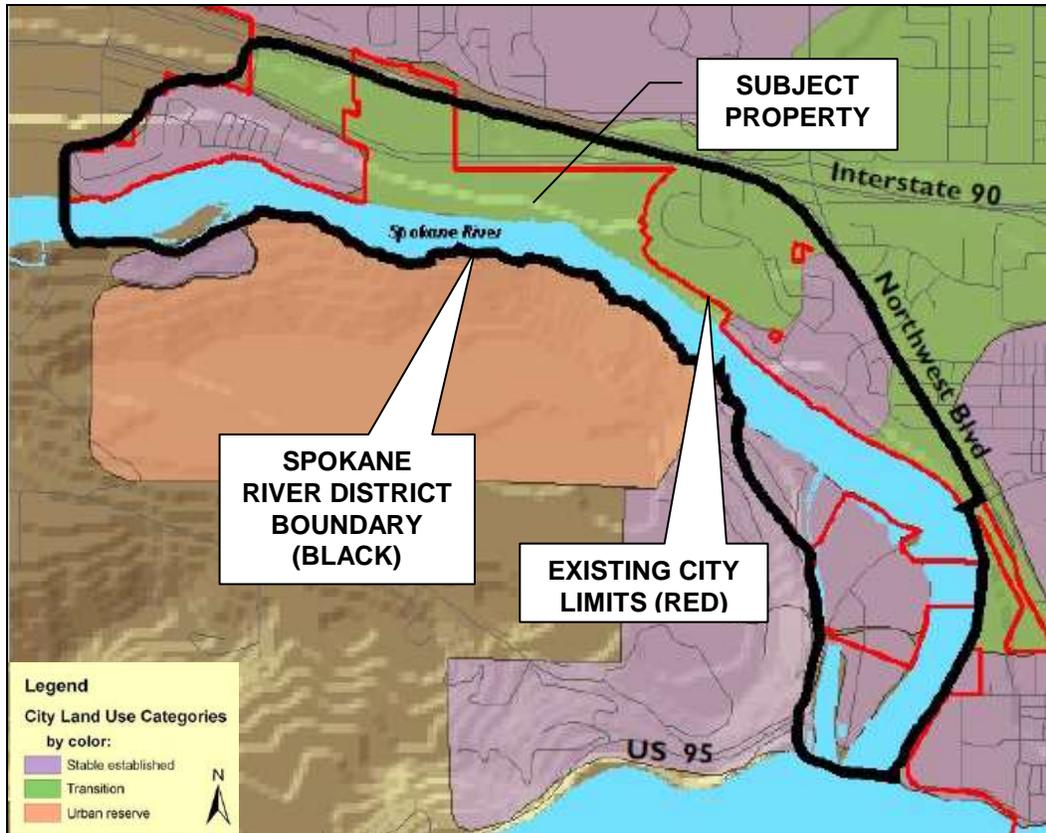
1. The requested zoning for the subject property is C-17. The C-17 (Commercial) zoning district is consistent with the neighboring properties.

REQUIRED FINDINGS:

A. Annexation findings

Finding #B8: THAT THIS PROPOSAL (IS) (IS NOT) IN CONFORMANCE WITH THE COMPREHENSIVE PLAN POLICIES

D. 2007 Comprehensive Plan - Transition – Spokane River District:



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

1. The portion of the subject property to be annexed is within the Area of City Impact Boundary.
2. The 2007 Comprehensive Plan Map designates the subject property as Transition – Spokane River District as follows:

Spokane River District Today:

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

quality of the water may be improved. Through coordination with neighboring communities and working with other agencies, our planning process must include protecting the quality of the water from any degradation that might result from development along the river's shores.

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

Spokane River District Tomorrow:

This area is going through a multitude of changes and this trend will continue for many years. Generally, the Spokane River District is envisioned to be mixed use neighborhoods consisting of housing and commercial retail and service activities that embrace the aesthetics of the proximity to the Spokane River. As the mills are removed to make way for new development, the river shoreline is sure to change dramatically.

The characteristics of the Spokane River District will be:

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

Significant policies:

➤ ***Objective 1.03 – Waterfront Development:***

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

➤ ***Objective 1.4 – Waterfront Development:***

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

➤ ***Objective 1.05 – Vistas:***

Protect the key vistas and view corridors of the hillsides and waterfronts that make Coeur d'Alene unique.

➤ ***Objective 1.11 – Community Design:***

Employ current design standards for development that pay close attention to context, sustainability, urban design, and pedestrian access and usability throughout the city.

➤ ***Objective 1.12 – Community Design:***

Support the enhancement of existing urbanized areas and discourage sprawl.

- **Objective 1.16 - Connectivity:**
Promote bicycle and pedestrian connectivity and access between neighborhoods, open spaces, parks, and trail systems.
- **Objective 2.05 – Pedestrian & Bicycle Environment:**
Plan for multiple choices to live, work, and recreate within comfortable walking /biking distances.
- **Objective 3.05 - Neighborhoods:**
Protect and preserve existing neighborhoods from incompatible land uses and developments.
- **Objective 3.13- Parks:**
Support the development, acquisition, and maintenance of property and facilities for current and future use, as described in the Parks Master Plan.
- **Objective 3.14 - Recreation:**
Encourage city-sponsored and/or private recreation facilities for citizens of all ages. This includes sports fields and facilities, hiking and biking pathways, open space, passive parks, and water access for people and boats.

Evaluation:

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

Finding #B9: THAT PUBLIC FACILITIES AND UTILITIES (ARE) (ARE NOT) AVAILABLE AND ADEQUATE FOR THE PROPOSED USE.

SEWER:

The Wastewater Utility has no objections to this Annexation as proposed. Any wastewater conditions will be addressed during the Development Project Review process.

-Comments submitted by Mike Becker, Utility Project Manager

WATER:

The water Department had no concerns with the proposed annexation.

-Comments submitted by Terry Pickel, Assistant Wastewater Superintendent

STORMWATER:

The Engineering Department had no concerns with the proposed annexation.

TRAFFIC:

The Engineering Department had no concerns with the proposed annexation.

STREETS:

The Engineering Department had no concerns with the proposed annexation.

-Submitted by Chris Bates, Engineering Project Manager

FIRE:

The Fire Department had no concerns with the proposed annexation.

-Submitted by Bobby Gonder, Fire Inspector

Finding #B10: THAT THE PHYSICAL CHARACTERISTICS OF THE SITE (MAKE) (DO NOT MAKE) IT SUITABLE FOR THE REQUEST AT THIS TIME.

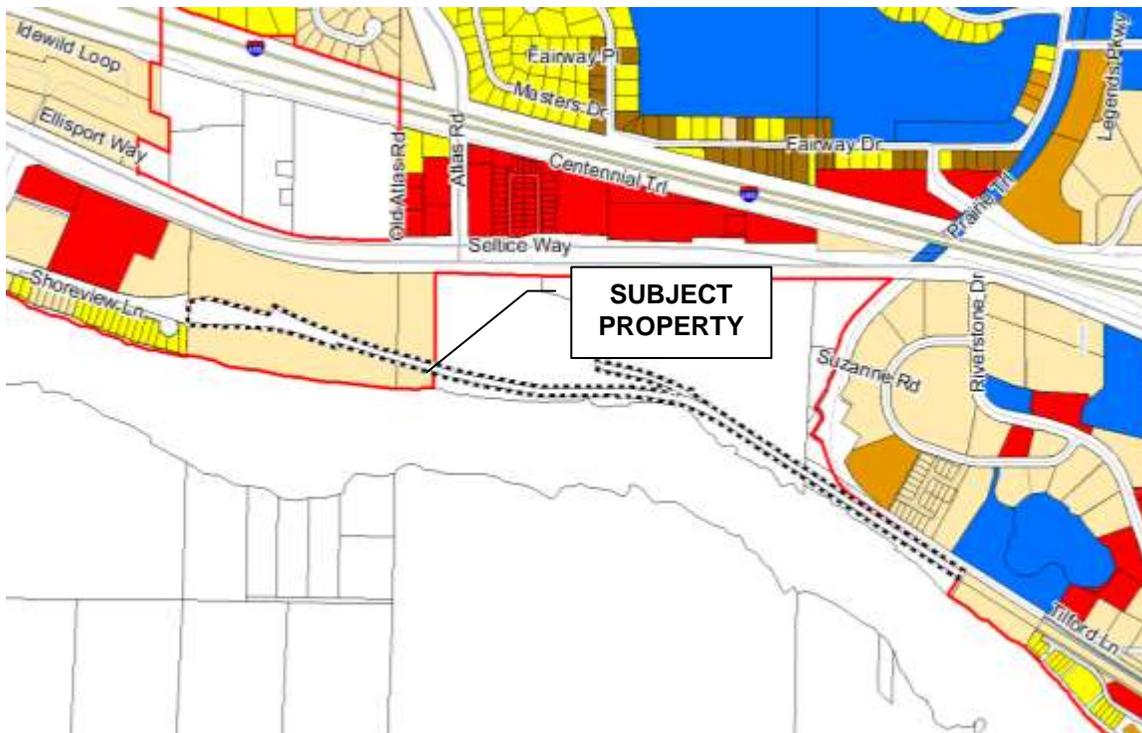
The subject property is a +/- 9 acre strip of land that runs between the west end of the Mill River subdivision and the east end of the Riverstone Development. The subject property is relatively flat and does not have any topographical issues.

Evaluation:

The physical characteristics appear to be suitable for the request at this time and the topography would not preclude development of the property.

Finding #B11: THAT THE PROPOSAL (WOULD) (WOULD NOT) ADVERSELY AFFECT THE SURROUNDING NEIGHBORHOOD WITH REGARD TO TRAFFIC, NEIGHBORHOOD CHARACTER, (AND) (OR) EXISTING LAND USES.

B. Generalized land use:



Evaluation:

The subject property was previously the site of the Burlington Northern Railroad property and is now vacant. A portion of the subject property is bordered by unincorporated industrial land previously the site of a lumber mill. The property on the western portion of the former railroad right of way bisects the former Washington Trust property which was annexed into the city in June of 2013. The property to the north of the site, and across Seltice Way is zoned C-17 (Commercial at 17 units/acre).

The subject property is adjacent to Seltice Way, which is designated as a minor arterial. The surrounding area has a diverse land use pattern ranging from single family dwellings, including a mobile home park to the west, commercial, manufacturing. The neighborhood character in the area would be a mixture of residential, commercial and manufacturing uses that have been there for a number of years.

PROPOSED RECOMENDATIONS FOR AN ANNEXATION AGREEMENT:

NONE

ORDINANCES AND STANDARDS USED IN EVALUATION:

Comprehensive Plan - Amended 2007.
Transportation Plan
Municipal Code.
Idaho Code.
Wastewater Treatment Facility Plan.
Water and Sewer Service Policies.
Urban Forestry Standards.
Transportation and Traffic Engineering Handbook, I.T.E.
Manual on Uniform Traffic Control Devices.
Coeur d'Alene Bikeways Plan
Kootenai County Assessor's Department property records
Resolution No. 09-021, Complete Street Policy

ACTION ALTERNATIVES:

The City Council must consider this request and make appropriate findings to approve, deny or deny without prejudice. The findings worksheet is attached.

Applicant: City of Coeur d'Alene
Location: Burlington Northern Railroad
Request: A proposed annexation from County Industrial to City C-17
(Commercial at 17units/acre) zoning district
LEGISLATIVE (A-1-15)

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

Commissioner Bowlby commented that this seems like an "unusual" request where the city is the applicant.

Deputy City Attorney Wilson stated that this is not an unusual request and has been done in the past. He explained that the city is in the process of purchasing this property. The annexation, if approved, will allow the city to regulate the property. He feels this property will be a win/win for the public and the city.

Motion by Bowlby, seconded by Messina, to approve Item A-1-15. Motion approved.

ROLL CALL:

Commissioner Bowlby	Voted	Aye
Commissioner Ingalls	Voted	Aye
Commissioner Messina	Voted	Aye
Commissioner Luttrupp	Voted	Aye

Motion to approve carried by a 4 to 0 vote.

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

A. INTRODUCTION

This matter having come before the Planning Commission on March 10, 2015, and there being present a person requesting approval of ITEM: A-1-15, a request for zoning prior to annexation from County Industrial to City C-17 (Commercial at 17units/acre) zoning district.

APPLICANT: CITY OF COEUR D'ALENE

LOCATION: +/- 9.557 ACRES OF FORMER RAILROAD PROPERTY LYING BETWEEN THE EAST END OF MILL RIVER SUBDIVISION AND RIVERSTONE DEVELOPMENT.

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

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

- B1. That the existing land uses are commercial to the north and across Seltice Way and Riverstone Development further to the east. Mill River Subdivision to the west. Vacant unincorporated property is to the north, and south of a portion of the subject property.
- B2. That the Comprehensive Plan Map designation is Transition.
- B3. That the zoning is County Industrial.
- B4. That the notice of public hearing was published on February 21, 2015, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was not required to be posted, which fulfills the proper legal requirement.
- B6. That 88 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on February 20, 2015.
- B7. That public testimony was heard on March 10, 2015.
- B8. That this proposal is in conformance with the Comprehensive Plan policies as follows:
 - Objective 1.03 – Waterfront Development: Encourage public and private development to incorporate and provide ample public access, both physical and visual, to the lakes and rivers.
 - Objective 1.04 – Waterfront Development: Provide strict protective requirements for all public and private waterfront developments.
 - Objective 1.11- Community Design: Employ current design standards for development that pay close attention to context, sustainability, urban design, and pedestrian access and usability throughout the city.
 - Objective 1.12 – Community Design: Support the enhancement of existing urbanized areas and discourage sprawl

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

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

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

Objective 3.13 – Parks: Support the development, acquisition, and maintenance of property and facilities for current and future use, as described in the Parks Master Plan.

Objective 3.14- Recreation: Encourage city-sponsored and/or private recreation facilities for citizens of all ages. This includes sports fields and facilities, hiking and biking pathways, open space, passive parks, and water access for people and boats.

This property is located in the Spokane River District that includes a mix of commercial and residential properties.

- B9. That public facilities and utilities are available and adequate for the proposed use. This is based on the staff report.
- B10. That the physical characteristics of the site do make it suitable for the request at this time because the topography is flat and sits next to the river that will provide a beautiful path connecting the Riverstone area.
- B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, or existing land uses based on staff comments.

C. ORDER: CONCLUSION AND DECISION

The Planning Commission, pursuant to the aforementioned, finds that the request of THE CITY OF COEUR D'ALENE for zoning prior to annexation, as described in the application should be approved.

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

ROLL CALL:

Commissioner Bowlby	Voted Yes
Commissioner Ingalls	Voted Yes
Commissioner Luttrupp	Voted Yes
Commissioner Messina	Voted Yes

Commissioner Ward was absent.

Motion to approve carried by a 4 to 0 vote.



CHAIRMAN BRAD JORDAN

**COEUR D'ALENE CITY COUNCIL
FINDINGS AND ORDER**

A. INTRODUCTION

This matter having come before the City Council on, April 21, 2015, and there being present a person requesting approval of ITEM A-1-15, a request for zoning prior to annexation from County Industrial to City C-17 (Commercial at 17units/acre) zoning district.

APPLICANT: CITY OF COEUR D'ALENE

LOCATION: +/- 9.557 ACRES OF FORMER RAILROAD PROPERTY LYING BETWEEN THE EAST END OF MILL RIVER SUBDIVISION AND RIVERSTONE DEVELOPMENT.

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

(The City Council may adopt Items B1-through7.)

- B1. That the existing land uses are commercial to the north and across Seltice Way and Riverstone Development further to the east. Mill River Subdivision to the west. Vacant unincorporated property is to the north, and south of a portion of the subject property.
- B2. That the Comprehensive Plan Map designation is Transition.
- B3. That the zoning is County Industrial.
- B4. That the notice of public hearing was published on, April 4, 2015, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was not required to be posted, which fulfills the proper legal requirement.
- B6. That 88 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on April 3, 2015.
- B7. That public testimony was heard on April 21, 2015.
- B8. That this proposal **(is) (is not)** in conformance with the Comprehensive Plan policies as follows:

B9. That public facilities and utilities **(are) (are not)** available and adequate for the proposed use.
This is based on

Criteria to consider for B9:

1. Can water be provided or extended to serve the property?
2. Can sewer service be provided or extended to serve the property?
3. Does the existing street system provide adequate access to the property?
4. Is police and fire service available to the property?

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

Criteria to consider for B10:

1. Topography.
2. Streams.
3. Wetlands.
4. Rock outcroppings, etc.
5. vegetative cover.

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

Criteria to consider for B11:

1. **Traffic congestion.**
2. **Is the proposed zoning compatible with the surrounding area in terms of density, types of uses allowed or building types allowed?**
3. **Existing land use pattern i.e. residential, commercial, residential w churches & schools etc.**

C. ORDER: CONCLUSION AND DECISION

The City Council, pursuant to the aforementioned, finds that the request of **THE CITY OF COEUR D'ALENE** for zoning prior to annexation, as described in the application should be **(approved)** **(denied)** **(denied without prejudice)**.

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

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

ROLL CALL:

Council Member Gookin	Voted _____
Council Member Edinger	Voted _____
Council Member Evans	Voted _____
Council Member McEvers	Voted _____
Council Member Adams	Voted _____
Council Member Miller	Voted _____

Mayor Widmyer Voted _____ (tie breaker)

Council Member(s) _____ were absent.

Motion to _____ carried by a ____ to ____ vote.

MAYOR STEVE WIDMYER



A-1-15: Requested Zoning in Conjunction with Annexation for a +/- 9.557 acre strip of former Burlington Northern Railroad right-of-way

APPLICANT:

City of Coeur d'Alene

SUBJECT:

A-1-15: Annexation from County Industrial to City C-17 (Commercial) zoning district.

LOCATION:

+/- 9.557 acre strip of former railroad right-of-way between Mill River Development and Riverstone.

A-1-15: Requested Zoning in Conjunction with Annexation for a +/- 9.557 acre strip of former Burlington Northern railroad right-of-way

DECISION POINT:

City of Coeur d'Alene is requesting the approval of zoning in conjunction with annexation for a +/-9.557 acre strip of former Burlington Northern Railroad right-of-way from County Industrial to City Commercial C-17 zoning district.



A-1-15: Requested Zoning in Conjunction with Annexation for a +/- 9.557 acre strip of former Burlington Northern railroad right-of-way

Required Findings for an Annexation:

Finding #B8:

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

Finding #B9:

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

Finding #B10:

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

Finding #B11:

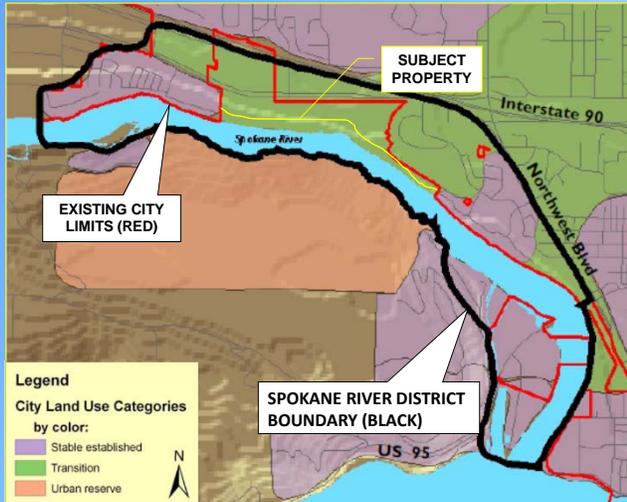
That the proposal (would) (would not) adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, (and) (or) existing land uses.



2007 COMPREHENSIVE PLAN- Spokane River District

Required Findings for an Annexation:

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



SPOKANE RIVER DISTRICT-

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

The portion of the subject property to be annexed is within the Area of City Impact Boundary.

A-1-15: Requested Zoning in Conjunction with Annexation for a +/- 9.557 acre strip of former Burlington Northern Railroad right-of-way

Required Findings for an Annexation:

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

The following departments had no issues or concerns with the requested annexation:

- Water
- Wastewater
- Stormwater
- Traffic
- Streets
- Fire

A-1-15: Requested Zoning in Conjunction with Annexation for a +/- 9.557 acre strip of former Burlington Northern Railroad right-of-way

Required Findings for an Annexation:

Finding #B10:

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

The subject property is a +/- 9 acre strip of land that runs between the west end of Mill River subdivision and the east end of the Riverstone Development. The subject property does not have any topographical issues.

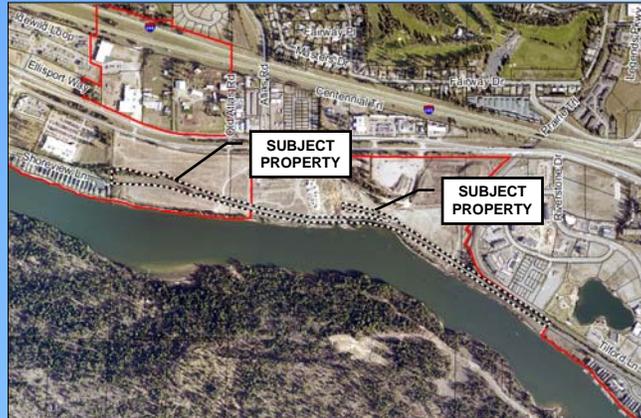
A-1-15: Requested Zoning in Conjunction with Annexation for a +/- 9.557 acre strip of former Burlington Northern Railroad right-of-way

RAILROAD RIGHT-OF-WAY (PINK)



A-1-15: Requested Zoning in Conjunction with Annexation for a
+/- 9.557 acre strip of former Burlington Northern Railroad right-of-way

AERIAL:



A-1-15: Requested Zoning in Conjunction with Annexation for a
+/- 9.557 acre strip of former Burlington Northern Railroad right-of-way

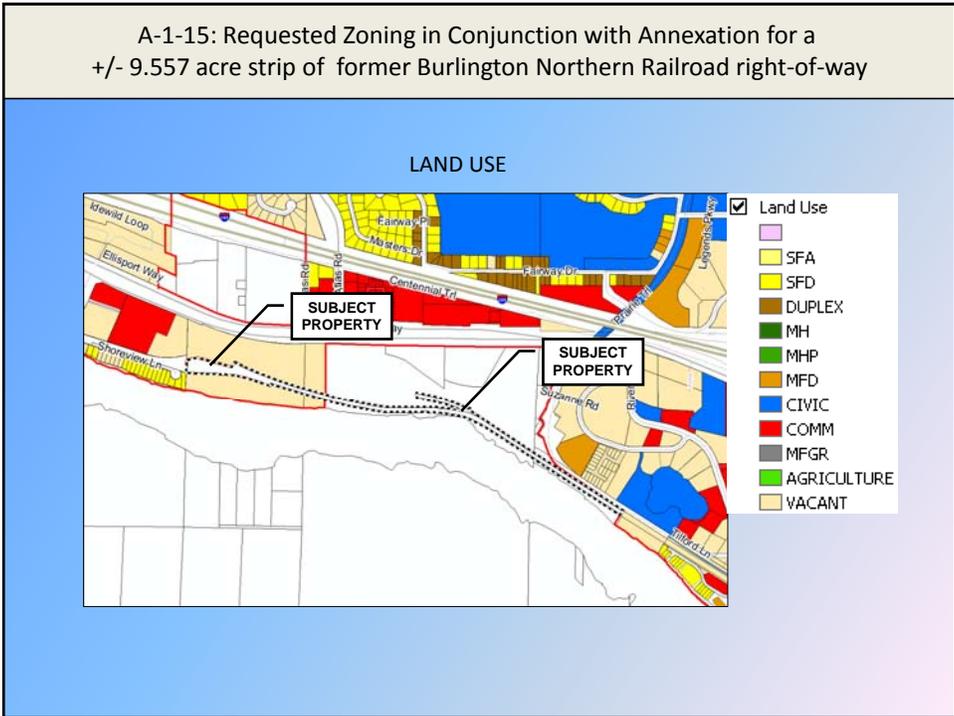
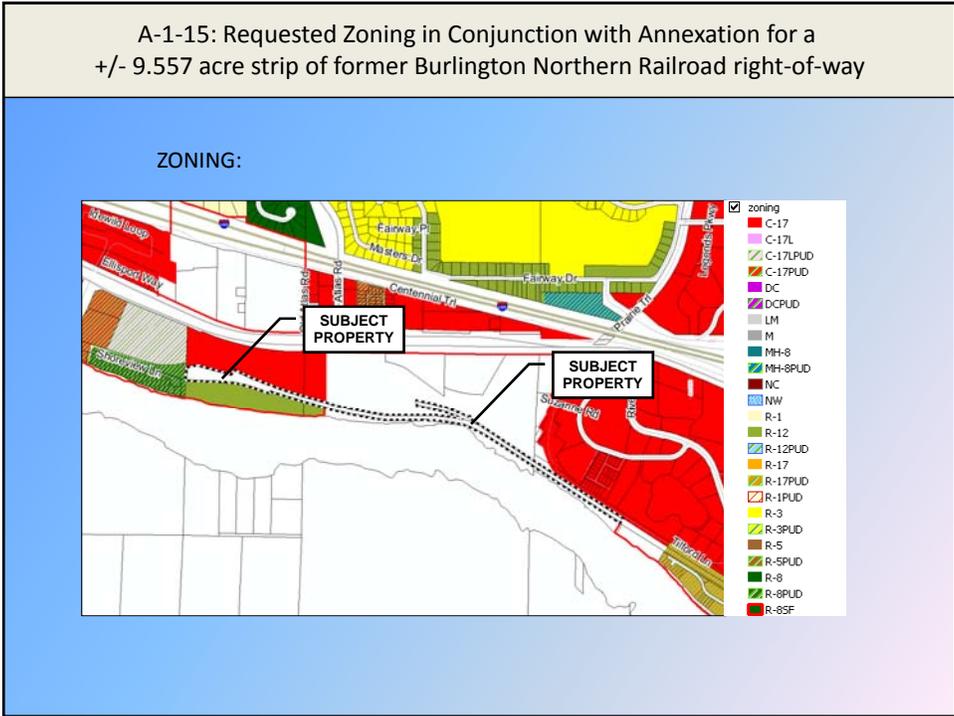
Required Findings for an Annexation:

Finding #B11:

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

The subject property is adjacent to Seltice Way, which is designated as a minor arterial.

The surrounding area has a diverse land use pattern ranging from single family dwellings, including a mobile home park to the west, commercial, manufacturing. If there were a neighborhood character in the area, it would be a mixture of residential, commercial and manufacturing uses that have been there for a number of years



A-1-15: Requested Zoning in Conjunction with Annexation for a
+/- 9.557 acre strip of former Burlington Northern Railroad right-of-way

ACTION ALTERNATIVES:

The City Council must consider this request and make appropriate findings to approve, deny or deny without prejudice. The findings worksheets are attached.

Thank you!



INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

CITY OF COEUR D'ALENE
Treasurer's Report of Cash and Investment Transactions

FUND	BALANCE 2/28/2015	RECEIPTS	DISBURSE- MENTS	BALANCE 3/31/2015
<u>General-Designated</u>	\$463,774	\$4,525	\$8,197	\$460,102
<u>General-Undesignated</u>	9,986,798	3,612,046	5,129,220	8,469,624
<u>Special Revenue:</u>				
Library	333,057	50,793	150,826	233,024
CDBG	(3,801)	16,927	13,223	(97)
Cemetery	(15,062)	25,090	27,545	(17,517)
Parks Capital Improvements	179,968	5,393	19,090	166,271
Impact Fees	3,717,896	66,780		3,784,676
Annexation Fees	328			328
Insurance	60,971	22,337	81,780	1,528
Cemetery P/C	1,760,925	1,749	2,489	1,760,185
Jewett House	44,864	6	1,428	43,442
Reforestation	15,114	2,017		17,131
Street Trees	211,526	11,128	3,750	218,904
Community Canopy	2,754		374	2,380
CdA Arts Commission	1,542		2	1,540
Public Art Fund	73,265	10		73,275
Public Art Fund - LCDC	377,564	349	1,200	376,713
Public Art Fund - Maintenance	127,184	17	1,888	125,313
<u>Debt Service:</u>				
2002 & 2006 G.O. Bonds	1,020,714	8,902		1,029,616
LID Guarantee	12,086	8,328		20,414
LID 130 Lakeside / Ramsey / Industrial Park	48,444			48,444
LID 149 4th Street	1,005			1,005
<u>Capital Projects:</u>				
Street Projects	207,471	498,542	648,088	57,925
<u>Enterprise:</u>				
Street Lights	95,566	48,950	59,458	85,058
Water	385,778	343,170	669,556	59,392
Water Capitalization Fees	3,365,237	79,673		3,444,910
Wastewater	6,003,838	759,102	1,218,806	5,544,134
Wastewater-Reserved	853,545	27,500		881,045
WWTP Capitalization Fees	4,732,562	127,715		4,860,277
WW Property Mgmt	60,668			60,668
Sanitation	(191,118)	356,996	347,793	(181,915)
Public Parking	(210,168)		17,089	(227,257)
Drainage	469,813	99,743	70,492	499,064
Wastewater Debt Service	802,780	532,624	322,420	1,012,984
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	194,615	196,834	194,615	196,834
LID Advance Payments	938	2,300		3,238
Police Retirement	1,413,763	15,316	21,725	1,407,354
Sales Tax	610	4,064	1,826	2,848
BID	154,874	6,071		160,945
Homeless Trust Fund	327	511	327	511
GRAND TOTAL	\$36,762,014	\$6,935,508	\$9,013,207	\$34,684,315

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 SIX MONTHS ENDED
 March 31, 2015

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 3/31/2015	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$225,227	\$111,751	50%
	Services/Supplies	11,800	5,463	46%
Administration	Personnel Services	245,263	100,157	41%
	Services/Supplies	49,620	47,159	95%
Finance	Personnel Services	642,985	318,273	49%
	Services/Supplies	92,760	40,313	43%
Municipal Services	Personnel Services	1,058,369	499,720	47%
	Services/Supplies	479,731	286,157	60%
	Capital Outlay	14,500	14,500	100%
Human Resources	Personnel Services	203,529	93,522	46%
	Services/Supplies	43,400	7,304	17%
Legal	Personnel Services	1,377,493	680,296	49%
	Services/Supplies	98,853	34,124	35%
Planning	Personnel Services	511,938	233,783	46%
	Services/Supplies	38,050	9,425	25%
Building Maintenance	Personnel Services	320,587	145,839	45%
	Services/Supplies	159,515	58,217	36%
	Capital Outlay			
Police	Personnel Services	10,161,453	4,875,547	48%
	Services/Supplies	913,287	485,388	53%
	Capital Outlay	141,720	621	0%
Fire	Personnel Services	7,846,872	3,871,937	49%
	Services/Supplies	418,836	154,498	37%
	Capital Outlay			
General Government	Services/Supplies	49,150	194,330	395%
	Capital Outlay			
Byrne Grant (Federal)	Personnel Services			
	Services/Supplies		11,810	
	Capital Outlay			
COPS Grant	Personnel Services	169,690		
	Services/Supplies			
CdA Drug Task Force	Services/Supplies	25,710		
	Capital Outlay			
Streets	Personnel Services	1,864,947	885,146	47%
	Services/Supplies	575,130	301,425	52%
	Capital Outlay	75,500	30,254	40%

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 SIX MONTHS ENDED
 March 31, 2015

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 3/31/2015	PERCENT EXPENDED
ADA Sidewalk Abatement	Personnel Services	226,757	107,313	47%
	Services/Supplies	38,900	(11,030)	-28%
Engineering Services	Personnel Services	543,375	268,130	49%
	Services/Supplies	744,450	462,146	62%
	Capital Outlay			
Parks	Personnel Services	1,302,194	490,384	38%
	Services/Supplies	475,250	122,406	26%
	Capital Outlay	92,500	17,292	19%
Recreation	Personnel Services	627,711	272,116	43%
	Services/Supplies	142,130	33,350	23%
	Capital Outlay	26,500	5,148	19%
Building Inspection	Personnel Services	810,926	404,205	50%
	Services/Supplies	31,131	18,382	59%
Total General Fund		32,877,739	15,686,801	48%
Library	Personnel Services	1,077,761	518,947	48%
	Services/Supplies	189,350	83,944	44%
	Capital Outlay	120,000	53,456	45%
CDBG	Services/Supplies	359,966	62,940	17%
Cemetery	Personnel Services	145,526	72,386	50%
	Services/Supplies	98,664	25,726	26%
	Capital Outlay	40,000	39,585	99%
Impact Fees	Services/Supplies	194,956	1,385	1%
Annexation Fees	Services/Supplies	117,000	117,000	100%
Parks Capital Improvements	Capital Outlay	244,000	161,595	66%
Insurance	Services/Supplies	420,000	181,168	43%
Cemetery Perpetual Care	Services/Supplies	97,500	48,492	50%
Jewett House	Services/Supplies	67,089	29,657	44%
Reforestation	Services/Supplies	2,000	4,417	221%
Street Trees	Services/Supplies	65,000	8,375	13%
Community Canopy	Services/Supplies	1,500	1,005	67%
CdA Arts Commission	Services/Supplies	6,750	2	0%
Public Art Fund	Services/Supplies	210,600	30,546	15%
Total Special Revenue		3,457,662	1,440,626	42%

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
SIX MONTHS ENDED
March 31, 2015

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 3/31/2015	PERCENT EXPENDED
Debt Service Fund		<u>1,249,015</u>	<u>177,807</u>	<u>14%</u>

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 SIX MONTHS ENDED
 March 31, 2015

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 3/31/2015	PERCENT EXPENDED
Seltice Way Design	Capital Outlay	530,000		
Front Avenue Project	Capital Outlay		22,385	
Govt Way - Hanley to Prairie	Capital Outlay	2,300,000	889,079	39%
Levee Certification	Capital Outlay	362,500	114,881	32%
I-90 Curb Ramps	Capital Outlay	65,000		
3rd / Harrison signal	Capital Outlay			
Atlas Road Widening	Capital Outlay			
Kathleen Ave Widening	Capital Outlay			
Total Capital Projects Funds		3,257,500	1,026,345	32%
Street Lights	Services/Supplies	535,600	220,074	41%
Water	Personnel Services	1,844,726	882,573	48%
	Services/Supplies	4,196,929	589,144	14%
	Capital Outlay	2,284,300	883,731	39%
Water Capitalization Fees	Services/Supplies	700,000		
Wastewater	Personnel Services	2,440,897	1,163,440	48%
	Services/Supplies	6,527,764	1,090,092	17%
	Capital Outlay	3,714,470	1,364,949	37%
	Debt Service	2,026,641	532,519	26%
WW Capitalization	Services/Supplies	1,913,000		
Sanitation	Services/Supplies	3,560,334	1,831,947	51%
Public Parking	Services/Supplies	220,839	88,254	40%
	Capital Outlay			
Stormwater Mgmt	Personnel Services	133,179	52,618	40%
	Services/Supplies	610,930	133,258	22%
	Capital Outlay	435,000	58,449	13%
Total Enterprise Funds		31,144,609	8,891,048	29%
Kootenai County Solid Waste		2,200,000	966,989	44%
Police Retirement		183,920	83,283	45%
Business Improvement District		186,000	40,000	22%
Homeless Trust Fund		5,500	2,077	38%
Total Fiduciary Funds		2,575,420	1,092,349	42%
TOTALS:		\$74,561,945	\$28,314,976	38%