

# Coeur d'Alene

## CITY COUNCIL MEETING

*August 5, 2014*

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**MEMBERS OF THE CITY COUNCIL:**

**Steve Widmyer, Mayor**

**Councilmen 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

July 15 2014

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room July 15, 2014 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

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

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

**INVOCATION:** Pastor Mike Slothower, River of Life Friends Church, provided the invocation.

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

**AMENDMENTS TO THE AGENDA:** **Motion** by Gookin, seconded by McEvers to amend the agenda to include the recess of the meeting to July 22, 2014 at 12:30 p.m. in the Old Council Chambers for a meet and greet with the Police Chief candidates. **Motion carried.**

**PRESENTATIONS:**

**Fire Operations Training:** Fire Chief Kenny Gabriel stated the Mayor had attended the last Fire Operations Training and presented a video of events at the training. Captain Pichette provided the training to the Mayor, which included the tower climb, search and rescue, and use of the Jaws of Life. Chief Gabriel and Captain Pichette presented the Mayor with a fire helmet. Mayor Widmyer stated that it was a great experience.

**PUBLIC COMMENTS:**

Mayor Widmyer stated that the recent shooting of Mr. Jones's dog was regrettable and accepted responsibility for the actions of the City. Interim Police Chief Clark also stated the shooting of the dog was regrettable and he has talked to the dog owner, Craig Jones, and expressed that there is a current review of the incident. He stated that the Police Department will work to avoid such an event in the future. Additionally, they will have an outside party review the investigation and open it for public review upon completion. Chief Clark clarified that personnel discipline

matters are not releasable records. He explained the extensive training that officers undergo and expressed hope that this one event will not change the community's opinion of the whole department. Mayor Widmyer offered apologies to Mr. Jones and that the restaurant owners where the incident occurred are not responsible in any way. The Mayor and City Council are in full support of the Police Department and if mistakes are made they take full responsibility for those actions.

#### Dog Shooting:

Michelle Brown, Post Falls, asked if Police Officers are specifically trained for dog encounters. She thanked the Mayor and City Council for stepping up and taking responsibility and looks forward to the investigation information being released.

Russell McLain, Kootenai County, stated that he subsidizes the Police Department through a school tax and would like to see the city contract with the Sherriff's Department. He also stated that he subsidizes the city through the LCDC and would like an elected County Official to be on the LCDC Board.

Jessie Johnson, Coeur d'Alene, stated that she witnessed the incident on Wednesday but wanted to do the right thing by stating what she witnessed. She encouraged a thorough investigation and stated that she believes it was a cover up. Craig Jones was not notified that his dog was shot before the officers left the scene which was disturbing to her.

#### BNSF Land Acquisition:

Chet Gaede, Coeur d'Alene, stated that he serves on the Mill River Property Owner's Association and the Spokane River Development Committee; as such he has talked to a lot of people about what they would like to see happen along the river corridor. He believes the property is vital to the dreams of the community as expressed through the Park's Master Plan and the 2030 vision group. The City Council has accepted the 2030 Vision and the Park's Master Plan and he hopes the City Council will consider the acquisition of the land. He believes that if the City purchases the land it will have skin in the game and be in a better negotiation position. He encouraged the City Council to take this land purchase opportunity.

Leo Notar, Coeur d'Alene, stated that he likes the idea of the retention of the trail system that are a big part of the lifestyle here. He stated that there have been negotiations on the Stimson Mill site property for several months. He clarified that he represents Stimson and stated that the purchase agreement is set and those involved would like a quick closing and would like to meet with the city within 30 days. He believes the city should act as a mediator rather than a land purchaser and that the acquisition should be addressed during the annexation process.

June McClain, Coeur d'Alene, stated that she is a member of the Natural Open Space Committee and believes that since the public owns the river, they need access to it in order to use it. She believes that looking through buildings is not access and that the best chance to have a say in the development is for the City to purchase the property. Once the property is gone, it is gone and she believes it is a once in forever opportunity.

Tina Johnson, Coeur d'Alene, stated that she supports trails and parks and would like the city to purchase the property for connectivity and that it would keep bikers and walkers off of Seltice Way. Additionally, she urged the Police Department to enforce the leash law, as dogs off leash cross the path of bikers and it is dangerous.

John Bruning, Coeur d'Alene, stated that he represents a Centennial Trail Foundation Board and that the Foundation endorses the project and encourages the City Council to purchase the property. The mission of the Committee is to promote non-motorized trail connectivity throughout North Idaho, and this property acquisition would meet that mission. There is an existing trail on Seltice Way and it would be a different experience along a river. Seltice Way and Hwy 41 is a very dangerous intersection and the State and County have nothing in the works that would fix that; this acquisition would be a step in the right direction.

Roger Smith, Coeur d'Alene, stated that a few years ago he thought there should be a plan in place to preserve the riverfront property. He believes there is a huge opportunity for the City to play a role in the protection of the riverfront by acquiring the railroad right-of-way. He believes there will be a connective trail system in that area and he also envisions a 50' to 100' natural space area along the river. He believes that Bend, Oregon has a model for space along the Deschutes River and would be an example to follow. He agrees that it is a once in a lifetime moment aka a "Tubbs Hill moment."

Dan Panther, Coeur d'Alene, spoke in support of acquiring the railroad right-of-way. The homeowners in the Mill River development have hoped for the trail to be developed through it and the acquisition of the land would increase the viability of Mill River. Johnson Park is full every day and he believes more space is needed so everyone does not have to congregate in one space.

Terry Godbout, Coeur d'Alene, stated that he has served on the Centennial Trail Board and was active on the Dike Road tree group and recently joined the Natural Open Space Committee. He is a proponent of acquiring the property and putting a trail through this area and he believes it meets the goals of the region. He stated that the community is going to continue to grow and the river front is a limited resource. He agrees the City could negotiate something through annexation, but does not think it would be great like NIC where the public has direct access. The city should put itself in a better negotiating position by owning the property.

Bruce McNeil, Coeur d'Alene, stated that he has had dogs as companions and family members for years. He expressed his regrets for the shooting of Mr. Jones' dog. He stated that the Mayor and City Council should have a broad vision of this property and not to be rushed to make a decision for a developer. This is about the future of the city by the lake and water resources. He believes that access to water is important and that there are few parcels left. He does not take large expenditures of tax payer dollars lightly but does support this expenditure. He provided the Council with a data sheet. He encouraged the Council to involve the community in the expenditure. Councilmember Gookin stated that during the Person Field purchase discussions Mr. McNeil told the Council to raise his taxes to purchase the field and asked if he felt the same for this purchase. Mr. McNeil stated that if the Council got the community involved in a site

plan; he would pay more taxes and reiterated that is, if the Council asks the rest of the community what they think.

John Kelly, Coeur d'Alene, stated that he presented a letter to the July 9 Pedestrian Bicycle Committee, on behalf of the Bike CDA organization regarding safety of bicyclists within the city street system. He stated that the Street Department is painting bike lanes less than 5 feet wide which endangers the bicycle community. His group requested that the Pedestrian Bicycle Committee draft a letter to the city requesting that the painting process be stopped and an assessment be conducted and that a committee be formed to question and make recommendations for the future.

Susan Snedaker, Coeur d'Alene, expressed concern about trail realignment and wondered if the city purchases the property could a developer purchase part of it and then realign it so they have more river frontage. She agreed that the property is a once in a lifetime opportunity and that the shoreline ordinance is not being enforced as original intended. She encouraged the City Council to stand strong and protect the property for the future generations and maintain the shoreline for the public. She believes the citizens will endorse the purchase.

**MOTION:** Motion by Gookin seconded by Adams move the BNSF item forward on the agenda.

**DISCUSSION:** Councilmember Gookin explained that the only time to have public comment is during the public comment period as the BNSF property acquisition is not a public hearing item.  
**Motion Carried.**

## **ACQUISITION OF BNSF PROPERTY**

**STAFF REPORT:** City Attorney Mike Gridley stated that the City has been working on this project for many years. Historically the rail lines were established in the early 1900's and an electric rail line was used to travel from Spokane to Coeur d'Alene. He presented a map and photographs of the area being discussed. Most of the current railroad property is 60 feet wide with some points up to 200 feet wide. This area of the city is referenced in the Comprehensive plan as the Spokane River District, which states that public access to river should be a priority. The Shoreline Ordinance was adopted several years ago to protect the shoreline and it has been modified to allow for trails, etc. The Ordinance typically establishes a no build area outside of a planned unit development. The railroad decided to abandon the use of the property in 2009, and since that time there have been meetings with community members and developers to figure out a way to acquire this for the community. A recent appraisal came back in November 2013 with a value of \$4.3 million. Negotiations began with a letter of support by Senator Jim Risch, the County Commissioners, and Mayor Widmyer. Finally the negotiated price settled at \$2.5 million. Mr. Gridley believes that based on appraisals and significance to the community it is a valuable piece of property. If the City Council decides that staff should move forward, then staff will be able to begin with a purchase and sale agreement including environmental review and survey of the property. If we cannot reach an agreement then the deal does not finalize. Funding would then need to be determined. The Railroad is looking for 60 days to reach a sale agreement with closing occurring in December or January.

**DISCUSSION:** Councilmember McEvers asked how the Shoreline Ordinance worked for Bellerive and Mill River developments. Mr. Gridley clarified that they were planned unit developments and that Bellerive has a public boardwalk along the river and Mill River has the Johnson Park area as negotiated public space/access. Councilmember McEvers asked for clarification regarding any of the property that abuts the river. Mr. Gridley clarified that there is no railroad right-of-way abutting the river, but one inlet used for log retrieval. Councilmember Gookin stated that the Shoreline Ordinance was used for maintaining views and vistas and access to the water, but that is allowed through the PUD which diminishes the Shoreline Ordinance. He fears that the City would negotiate a deal in which a skinny portion of water front is allowed to be developed and he does not want to trade away public access and that he wants to hear what the public has to say about the large cost. Mr. Gridley clarified that the motion requested tonight is to direct staff to move forward and then bring back funding options. Mayor Widmyer clarified that there is no portion of land that touches the water and at some point in the future there would need to be a public/private partnership to achieve access. Mr. Gridley clarified that the City could trade or buy the land and do what is best. Councilmember Gookin expressed concern regarding public/private partnerships and he would prefer to purchase the entire mill site.

**MOTION:** Motion by Gookin, seconded by Adams to purchase the entire mill site, including the railroad right-of-way.

**DISCUSSION:** Councilmember Gookin stated that this is a Tubbs Hill type of moment and looks at the entire parcel as an opportunity and that the threshold for a bond is really high but wanted to have the discussion with entire City Council. Mr. Gridley clarified that the entire property might be approximately \$10 million. Councilmember Adams asked if the sale contract would have a time frame for negotiations that could include enough time to seek a public bond. He knows that one funding mechanism would be LCDC and he would not agree with that option. Councilmember Adams stated that \$10 million would be less than the McEuen project, but would be more property. Mayor Widmyer stated that the property is currently under contract for sale and the other has been sold. Mr. Gridley stated that the railroad would like to deal with the City, and felt that the City could ask for the time to do a bond. Councilmember Miller stated that being rushed is challenging, especially for an item that will affect generations to come. She clarified that the city would not be buying shoreline views or access, rather buying the railroad right-of-way piece and some leverage. Councilmember Miller stated that a bond for the entire property could fall into exploring the options for purchase and wanted to ensure that the city has the ability to acquire rail road property either way. Councilmember Edinger asked for clarification regarding which property would be included in the \$10 million purchase. Mr. Gridley clarified that the current \$2.5 Million cost would be for the rail road right-of-way property and that the \$10 Million is an estimate of the other two parcels. He clarified that Councilmember Gookin's motion was to acquire the railroad right-of-way and the entire parcels the rail road runs through that are not currently for sale. Councilmember Evans asked for clarification regarding what the next step would be if the motion is approved tonight. Mr. Gridley stated that he would recommend separating the two issues as they have been negotiating with the railroad for several years on the right-of-way piece and would like to settle that, and then pursue the other piece separately. Councilmember Adams stated that he felt that the motion

could be amended to accomplish what is needed by asking to include a request for staff to look at options to acquire the additional property.

**MOTION WITHDRAWN:** Motion by Gookin, seconded by Adams to withdraw the motion to purchase the entire mill site, including the railroad right-of-way.

**MOTION:** Motion by Adams to amend the main motion to add acquiring additional property to be purchased with a bond election. **Motion failed for lack of a second.**

**DISCUSSION:** Councilmember McEvers stated that he would like to move forward with the railroad right-of-way purchase and separate out the other property. Councilmember Gookin clarified that the City Council will be getting options for funding from staff.

**MAIN MOTION:** Motion by McEvers, seconded by Gookin to accept the land purchase offer with BNSF and direct staff to proceed with negotiating a mutually acceptable purchase and sale agreement and funding.

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

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

1. Approval of Council Minutes for July 1, 2014.
2. Approval of Bills as Submitted.
3. Setting of General Services and Public Works Committees meetings for July 21, 2014 at 12:00 noon and 4:00 p.m. respectively.
4. Approval of Beer and Wine License for Vault Coffee, 324 Sherman Avenue; Danelle and Bill Reagan (new)
5. Approval of Beer and Wine License for LaQuinta Inn & Suites, 333 Ironwood Drive, Brian Blak, J. Scott Ableman, and Brad Charles (transfer from Ameritel to LaQuinta)
6. Setting of Public Hearing for Vacation of a 10 Foot Strip of Right-of-Way, Adjoining Mountain Avenue, from the Lake Shore Addition Plat for August 5, 2014
7. Setting of Public Hearing for August 19, 2014:
  - a. A-4-14, Proposed Annexation from County AS to City R-8 for property located between I-90 and Lake Villa on East side of city
  - b. ZC-1-14, Proposed Zone Change from County AS to City R-3, R-8, R-17 Zoning District for property located between I-90 and Lake Villa on East Side of City
  - c. ZC-2-14, Proposed Zone Change from R-17 to NC (Neighborhood Commercial), for property located at 602 E. Garden
8. Approving the Concept and Authorizing Staff to Negotiate an MOU with the City of Dalton Gardens to read the City of Dalton Garden's Water Meters on Government Way between Dalton Avenue and Hanley Avenue
9. SS-1-14, Gary's Place Subdivision, Final Plat Approval
10. Approval of **Resolution No. 14-028** A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING S-1-14, LAKE FOREST

WEST SUBDIVISION, FINAL PLAT, SUBDIVISION IMPROVEMENT AGREEMENT  
AND SECURITY WITH LAKE FOREST LLC, WITH DELBERT L. KERR, MEMBER

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

**COUNCIL ANNOUNCEMENTS:**

Councilmember Gookin stated that it was nice to have Councilmember Edinger back in attendance.

**ADMINISTRATOR'S REPORT:** Interim City Administrator Troy Tymesen thanked the many sponsors and staff for a successful Parks Day celebration on July 12, 2014. He reminded motorists who park at the new structure adjacent to McEuen Park to obtain a ticket from the automatic pay stations. The first two hours of parking is free; however, motorists must still display a ticket in their vehicle indicating what time they arrived. Three parking pay stations are located at the Third Street Entrance, and at the bottom of the stairs on 5th Street and 6th Street. The second piece of artwork planned for McEuen Park was recently placed on its new perch overlooking Lake Coeur d'Alene near the Third Street Boat Launch. The \$10,500 Blue Heron art piece was donated by Dr. Justin StormoGipson of Coeur d'Alene in memory of his late wife, Maj StormoGipson. The popular artwork by artist Jerold Smiley of Sheridan, Wyoming won the 2013 People's Choice Award for best temporary art. The next piece of artwork planned for McEuen Park is "Allium Spring Chorus" which will be placed at Front Avenue and Third Street on July 23rd. Summer Reading, "Fizz, Boom, Read," has begun in the Seagraves Children's Library on the lower level, and continues through July 30th when the Library will host a Science Fair and Extreme Science with Radical Rick. All programs, for ages newborn and up, are free and most do not require registration. Even if children do not attend programs, families are invited to visit the library for a reading log to keep track of the time children spend reading or being read to. For every three hours of reading time bring the log back to the library to collect a prize. For more information about the "Fizz, Boom, Read" summer program, call the Library at 769-2315. The July issue of Municipal Milestones, a monthly e-newsletter covering city news and events, employees, departments at work, and other timely city information and issues, is available on our website. The newsletter is also emailed on the second Tuesday of each month. To view the newsletter and instructions for receiving a monthly email version, visit the city's website [www.cdaid.org](http://www.cdaid.org), and click on the icon on the lower left corner. The Coeur d'Alene Arts Commission is seeking nominations for the 19th Annual Mayor's Awards in the Arts. Please consider nominating a deserving individual, business, or organization in the categories of Excellence in the Arts, Support of the Arts, and Arts in Education. Nomination forms are available at City Hall, and can be downloaded from [www.cdaid.org](http://www.cdaid.org). Nominations must be submitted by September 1, 2014. For more information, call Steve Anthony at 769-2249, or email [stevea@cdaid.org](mailto:stevea@cdaid.org). Coeur d'Alene Mayor Steve Widmyer has established a direct telephone line for callers to leave a comment, idea or concern. To leave a message 24/7 with the mayor, call 769-2220, extension 503, or visit the city's website and click on the icon shown on the screen.

## **REQUEST BY MARK BROWN, SOCIALLY GEARED CDA TO AMEND THE MUNICIPAL CODE PERTAINING TO OPEN CONTAINER OF ALCOHOL.**

**DISCUSSION:** Councilmember Adams stated that this request was heard at the General Services meeting and it was the desire of the Committee to bring the item forward for the entire City Council to discuss. Mr. Gridley stated that the City Clerk's office issues licenses and that the Legal Department is involved in the interpretation of the city code. There is a current city code that does not allow open container of alcohol within city on city-owned property with some exceptions for public parks and Library Foundation fund raisers. The Socially Geared bike has a driver with customers of the bike providing pedaling power. The City of Boise allows for the consumption of beer and wine upon the bike by its customers through a city issued permit. This exception would allow customers to bring their own beer and wine and not allow alcohol outside of the bike area. The Police Department has expressed concern about another exception to the open container rule.

Councilmember Edinger asked if the new ordinance would solely allow for open container upon the pedal bike but not open it up throughout the city. Mr. Gridley stated that the City Council can define how they want it to be described, it could include all human powered vehicles with a certain number of people are allowed or otherwise. Mr. Brown has requested an amendment just for his business. Mr. Gridley clarified that the City of Boise has a strict licensing process. Councilmember Edinger stated that he would hate to see the open contain law repealed, as over the years the City has had problems with downtown and feels it would open a can of worms. Councilmember McEvers asked who would be responsible for not over serving and/or having the customer over drink. Mr. Gridley stated that over service of alcohol is typically monitored by the Alcohol Beverage Control Bureau and clarified that the customer would bring their own beverage so Mr. Brown would not be the point of sale. Mr. Brown clarified that his business would not be selling and/or serving alcohol and they would only allow beer and wine. He would like to do more scenic tours and allow customers to enjoy a beer or wine along the way. He is also interested in doing some non-profit fund raising events. Councilmember McEvers stated that he is concerned about control points and is concerned about taxi cabs and similar businesses not being able to do the same thing. Mr. Brown stated that the beverages would be limited to beer and wine and believes that keeping people moving is better than sending them into a bar and allowing them to drive home. They are trying to create a tourist friendly atmosphere and provide scenic tours, and most responsible adults are responsible people. He has had a lot of customers state that they do not want to do the bar hopping thing but would rather have a scenic tour with a glass of beer and stated that the City of Boise as a good example. Mr. Brown spoke with the operator of the Boise cycle and learned that they have only had one incident of over drinking in Boise and they kicked the passenger off the bike. Additionally, they will not serve alcohol when there are minors on the bike.

Councilmember Gookin stated that he spoke to Deputy City Attorney Somerton regarding the repeal of the open container law and he is concerned that it will remove a tool that law enforcement currently uses. Mr. Gridley stated that he talked with the Boise City Attorney who stated that they have been trying to be more open to exceptions, such as tail gating before Bronco games. Boise now allows open containers in a zone around the stadium from 10:00 a.m. to 4:00 p.m. on home game days. Councilmember Miller stated that it is important to separate the

minors from the alcohol and does not agree with repealing the open container law. She expressed concerns regarding the many exceptions, which may send mixed messages to the tourists and citizens. Councilmember Miller also stated that she thinks this is a good idea and there are other laws that law enforcement can use to enforce drunk and disorderly issues. She would like to consider alcohol by permit only citywide without drilling down into specifics such as hours/districts/pedal powers. Councilmember Gookin asked if this would affect limousines. Mr. Gridley stated that one can drink in vehicles that are designed for carrying people for hire when the occupants are separated from the driver. Councilmember Adams stated that although he does not drink he is a big believer in personal liberty and personal responsibility. He believes that the nation has been through prohibition and felt it made it worse. He does not believe the idea is bad, but he feels the open container laws are repressive and it will cause confusion to make exceptions and not repeal it entirely.

**MOTION:** Motion by Evans, seconded by Gookin to direct staff to amend the Municipal Code to allow for open container on City property by permit for a recreational transit operator while operating within the City limits.

**DISCUSSION:** Councilmember Adams stated that the current open container law forces people to sneak consumption and people need to exercise responsibility. If people get out of hand there are laws to deal with them. Councilmember Gookin asked if there should be a sunset clause of six month should be included in the amendment. Mr. Gridley clarified that a sunset clause would automatically repeal the ordinance and there are costs associated with codification and Council can repeal the code at any time they feel it is not working.

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

#### **ADOPTION OF “LET’S MOVE!” INITIATIVE WITH PANHANDLE HEALTH DISTRICT.**

Interim City Administrator Troy Tymesen stated that this is a special initiative from Panhandle Health District to encourage healthy living. He introduced Kimberly Young, registered dietician and nutritionist. Ms. Young stated that the Let’s Move Initiative is a movement to combat childhood obesity. She is asking the City to commit to five goals and seek a level of national recognition. Boise is a Let’s Move city and provides workshops to childcare centers regarding early childhood nutrition education. She stated that Coeur d’Alene already promotes healthy lifestyles through Ironman and local triathlons for adults and children, as well as the many parks. Moscow, Idaho is the closest Idaho city that is a Let’s Move community. She clarified that there are no costs to sign up and that Panhandle Health District would like to take the lead on the project and work with community partners.

**MOTION:** Motion by Evans seconded by Gookin to support the “Let’s Move!” initiative.

**DISCUSSION:** Councilmember McEvers asked if it made a difference that the City is not member of National League of Cities. Ms. Young clarified that the City does not need to be a member to participate in this program. Councilmember Gookin asked what agency was driving

the program and how they evaluate success. Ms. Young stated that she has a contract with Panhandle Health District to lead the program and its success is measured by the community receiving recognition medals. Councilmember Gookin expressed concerned about past programs that have not been successful. Ms. Young stated that the trends in childhood obesity are leveling off and anything the nation can do to help get information out and promoting the city as a healthy city really encourages people to visit and/or move to our community.

**Motion Carried** with Adams voting No.

**RECESS:** The Mayor called for a 10 minute recess at 8:29 p.m. The meeting resumed at 8:43 p.m.

### **COUNCIL BILL NO. 14-1012**

~~AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ADDING TO TITLE \_\_\_\_\_, A NEW CHAPTER \_\_\_\_\_, ENTITLED ROBOT REGULATIONS; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; PROVIDING THE PUBLICATION OF A SUMMARY AND PROVIDING AN EFFECTIVE DATE.~~

Councilmember McEvers stated that the Public Works Committee reviewed this request and wanted the entire Council to consider this item. Mr. Gridley stated that this is a request from a citizen, Nick Smoot, who is representing the robotics and technology industry. Many of our schools and North Idaho College compete nationally. This is an attempt to acknowledge the development in the robotics industry and would indicate that our community is open to this type of technology. Mr. Gridley stated that there is a legitimate concern to regulate activity upon our sidewalks and rights-of-ways, and that at this time there is no other example of this type of regulation. Mr. Gridley clarified that bringing this item forward is an opportunity to get public feedback and suggested Council discussion and input and that he will bring an ordinance forward later.

Mr. Smoot stated that they have two events coming up including a conference at NIC wherein they will have international and national speakers. Additionally, they will have coordinated a think tank in Coeur d'Alene with about 40 leaders in robotics, which will have national attention. He stated that the ordinance comes down to a few points which include the ability to be an economic driver. He believes that the ordinance will protect, attract, and normalize robotics. Mr. Smoot would like to add some additional verbiage to the proposed ordinance based on feedback from his industry. Mr. Gridley was in concurrence that additional comments from the public and City Council would be beneficial.

**DISCUSSION:** Councilmember McEvers stated that he loved seeing the other examples of robots, and wanted clarity about whether or not this ordinance would be a public hearing. Mr. Gridley stated that this is the current public process; it would not be a public hearing. Mayor Widmyer clarified that this item will be brought forward at the next City Council meeting with additional comments incorporated into the Council Bill.

## RESOLUTION 14-029

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE FUNDING AND LETTER OF AGREEMENT FOR PUBLIC TRANSPORTATION WITH KOOTENAI COUNTY.

Councilmember McEvers stated that this program goes back a few years and this is the City's share of the local bus system and clarified that this is a budgeted item. Mr. Tymesen stated that this is a partnership with abutting cities and that the County leads this contract through the Kootenai Metropolitan Planning Organization (KMPO). He clarified that the contract amount has not risen in several years.

**MOTION:** Motion by McEvers, seconded by Miller to adopt Resolution 14-029 approving the agreement and funding for the city's portion of the public transportation within the urbanized area of Kootenai County, also called the Kootenai County Transit System, in the amount of \$43,983.

**DISCUSSION:** Councilmember Gookin stated that he receives feedback from community members that do not like the free bus service and bus stop locations. He believes that the para-transit service is a big benefit to those who cannot drive to the store and/or medical appointments. Councilmember Gookin stated that he is looking into a way to allow for donations to ride the bus, but due to the federal funding they cannot currently charge for the service.

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

## Resolution No. 14-030

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING A NOTICE OF TIME AND PLACE OF PUBLIC HEARING OF THE PROPOSED BUDGET FOR FISCAL YEAR 2014-2015, AND INCLUDING PROPOSED EXPENDITURES BY FUND AND/OR DEPARTMENT, AND STATEMENT OF THE ESTIMATED REVENUE FROM PROPERTY TAXES AND THE TOTAL AMOUNT FROM SOURCES OTHER THAN PROPERTY TAXES OF THE CITY FOR THE ENSUING FISCAL YEAR AND LISTING EXPENDITURES AND REVENUES DURING EACH OF THE TWO (2) PREVIOUS FISCAL YEARS, AND PROVIDING FOR PUBLICATION OF THE SAME.

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the following be and the same is hereby adopted as an Estimate of Expenditures and Anticipated Revenue of the City of Coeur d'Alene for the fiscal year beginning October 1, 2014:

	<b>FY 2011-12</b>	<b>FY 2012-13</b>	<b>FY 2013-14</b>	<b>FY 2014-15</b>
	<b>ACTUAL</b>	<b>ACTUAL</b>	<b>BUDGET</b>	<b>PROPOSED</b>
<b>GENERAL FUND EXPENDITURES:</b>				
Mayor and Council	212,343	212,564	\$ 224,206	\$ 237,027
Administration	518,724	355,570	388,505	294,883
Finance Department	701,441	665,024	713,702	735,744
Municipal Services	1,372,554	1,389,954	1,411,958	1,572,290
Human Resources	239,002	277,807	274,471	246,929
Legal Department	1,405,891	1,435,417	1,481,826	1,515,048
Planning Department	443,586	487,582	442,225	549,988
Building Maintenance	489,465	389,617	422,261	480,102
Police Department	9,219,551	9,799,043	10,503,340	11,216,460
Drug Task Force	18,334	76,085	70,256	25,710
ADA Sidewalks	207,147	212,635	248,844	265,657
Byrne Grant - Police Dept	340,749	291,124		
COPS Grant - Police Dept	221,325	79,046	116,206	169,690
Fire Department	7,470,876	7,838,051	7,930,411	8,265,708
General Government	2,439,298	942,467	216,920	49,150
Engineering Services	1,221,329	1,374,698	1,265,481	1,287,825
Streets/Garage	2,129,874	2,317,317	2,457,859	2,666,577
Parks Department	1,703,819	1,766,407	1,925,661	1,992,380
Recreation Department	700,389	699,757	755,235	796,341
Building Inspection	698,512	743,973	893,846	877,057
<b>TOTAL GENERAL FUND EXPENDITURES:</b>	<b>\$ 31,754,209</b>	<b>\$ 31,354,138</b>	<b>\$ 31,743,213</b>	<b>\$ 33,244,566</b>
<b>SPECIAL REVENUE FUND EXPENDITURES:</b>				
Library Fund	\$ 1,253,860	\$ 1,232,907	\$ 1,327,173	\$ 1,387,111
Community Development Block Grant	255,914	81,579	297,298	359,966
Impact Fee Fund	349,405	1,109,884	731,710	194,956
Parks Capital Improvements	301,461	1,528,058	460,800	244,000
Annexation Fee Fund	133,000	70,000	14,000	68,500
Insurance / Risk Management	3,826,052	243,107	280,000	570,000
Cemetery Fund	211,866	241,446	272,255	284,190
Cemetery Perpetual Care Fund	97,374	97,267	98,000	97,500
Jewett House	22,254	36,742	59,640	67,089
Reforestation/Street Trees/Community Canopy	89,496	65,016	68,500	68,500
Arts Commission	5,974	5,580	6,600	6,750
Public Art Funds	156,945	185,066	250,800	210,600
<b>TOTAL SPECIAL FUNDS:</b>	<b>\$ 6,703,601</b>	<b>\$ 4,896,652</b>	<b>\$ 3,866,776</b>	<b>\$ 3,559,162</b>

<b>ENTERPRISE FUND EXPENDITURES:</b>				
Street Lighting Fund	643,560	524,154	\$ 572,000	\$ 535,600
Water Fund	6,976,312	6,904,414	8,202,517	8,325,955
Wastewater Fund	12,692,249	12,445,162	20,877,169	14,709,771
Water Cap Fee Fund	58,859	255,142	1,100,000	700,000
WWTP Cap Fees Fund	677,649	445,948	900,000	1,913,000
Sanitation Fund	3,291,325	3,405,679	3,499,362	3,560,334
City Parking Fund	859,966	556,108	179,957	220,839
Stormwater Management	1,182,873	867,755	1,016,995	1,179,109
<b>TOTAL ENTERPRISE EXPENDITURES:</b>	<b>\$26,382,793</b>	<b>\$ 25,404,362</b>	<b>\$ 36,348,000</b>	<b>\$31,144,608</b>

FIDUCIARY FUNDS:	2,474,276	2,540,048	\$ 2,567,700	\$ 2,575,420
STREET CAPITAL PROJECTS FUNDS:	379,135	418,057	2,072,370	3,257,500
DEBT SERVICE FUNDS:	1,504,500	1,302,955	1,255,435	1,249,016
<b>GRAND TOTAL OF ALL EXPENDITURES:</b>	<b>\$69,198,514</b>	<b>\$ 65,916,212</b>	<b>\$77,853,494</b>	<b>\$75,030,272</b>

<b>ESTIMATED REVENUES:</b>	<b>FY 2011-12</b>	<b>FY 2012-13</b>	<b>FY 2013-2014</b>	<b>FY 2014-2015</b>
	<b>ACTUAL</b>	<b>ACTUAL</b>	<b>BUDGET</b>	<b>PROPOSED</b>
Property Taxes:				
General Levy	\$15,841,744	\$ 16,441,980	\$ 16,523,620	\$17,290,076
Library Levy	1,216,658	1,218,117	1,189,170	1,273,511
Policeman's Retirement Fund Levy	155,718	155,752	152,000	152,000
Comprehensive Liability Plan Levy	365	15		489,513
Fireman's Retirement Fund Levy	250,000	250,000	250,000	250,000
2006 and 2008 G.O. Bond Levy	1,163,224	1,169,484	1,143,895	1,144,140
<b>TOTAL REVENUE FROM PROPERTY TAXES:</b>	<b>\$18,627,709</b>	<b>\$ 19,235,348</b>	<b>\$ 19,258,685</b>	<b>\$20,599,240</b>

<b>ESTIMATED OTHER REVENUES:</b>				
Interfund Transfers	\$ 4,872,257	\$ 3,520,319	\$ 5,008,967	\$ 5,145,966
Beginning Balance	27,123,124	31,521,071	19,917,074	20,879,658
Other Revenue:				
General Fund	13,299,625	14,152,388	13,121,069	13,903,257
Library Fund	38,286	38,712	39,800	38,600
Community Development Block Grant	255,914	81,621	297,298	359,966
Parks Capital Improvement Fund	606,619	184,381	139,700	142,500
Insurance/Risk Management	3,147	2,717	1,500	
Cemetery	149,888	171,703	155,892	173,592
Annexation Fee Fund	67,554	14,256		
Impact Fee Fund	637,598	1,232,779	553,700	1,302,500
Cemetery Perpetual Care Fund	51,486	626	60,000	43,000
Jewett House	5,520	74,749	61,000	13,000
Reforestation	34,955	9,744	5,000	5,000
Street Trees	49,226	77,874	56,000	56,000
Community Canopy	1,952	1,283	1,500	1,500
Arts Commission	6,279	6,494	7,600	7,700
Public Art Funds	110,431	114,414		113,000
Street Lighting Fund	492,751	498,802	492,000	504,075
Water Fund	4,060,837	4,640,575	4,361,690	4,389,300
Wastewater Fund	6,095,146	6,641,122	14,308,600	6,999,200
Water Capitalization Fees	564,944	1,053,444	551,650	903,200
WWTP Capitalization Fees	1,513,972	1,895,311	800,000	2,002,500
Sanitation Fund	3,266,002	3,252,029	3,849,362	3,560,334
City Parking Fund	326,294	141,911	304,957	220,839
Drainage	96,524	770,044	1,019,297	1,015,320
Fiduciary Funds	2,343,550	2,291,236	2,342,650	2,344,420
Capital Projects Fund	82,638	225,152	1,382,290	2,940,044
Debt Service Fund	104,145	79,765	9,300	8,500

<b>SUMMARY:</b>	<b>FY 2011-12</b>	<b>FY 2012-13</b>	<b>FY 2013-14</b>	<b>FY 2014-15</b>
	<b>ACTUAL</b>	<b>ACTUAL</b>	<b>BUDGET</b>	<b>PROPOSED</b>
<b>PROPERTY TAXES</b>	\$18,627,709	\$ 19,235,348	\$ 19,258,685	\$20,599,240
<b>OTHER THAN PROPERTY TAXES</b>	66,260,664	72,694,522	68,847,896	67,072,971
<b>TOTAL ESTIMATED REVENUES</b>	<b>\$ 84,888,373</b>	<b>\$ 91,929,870</b>	<b>\$ 88,106,581</b>	<b>\$87,672,211</b>

**STAFF REPORT:** Deputy Finance Director Vonnie Jensen stated that the Idaho Code requires the City Council adopt a tentative budget prior to the public hearing. The purpose of the Resolution will establish a ceiling for the proposed budget. The City Council workshop is scheduled for July 24, 2014. The City's accumulated foregone tax amount is approximately \$3 Million. The tentative budget includes the new construction estimate of \$715,000 and includes the allowable 3% increase in tax revenues plus an increase of \$81,000 in tax revenue from foregone taxes. This will give the Council plenty of wiggle room when finalizing the budget at the workshop next week. Additionally, COLA's for employee groups are included as well as

capital outlay. Total expenditures are \$2.8 Million less than the 2013 budget, mostly due to wastewater project being completed.

**MOTION:** Motion by McEvers, seconded by Adams to adopt Resolution No. 14-030 setting the preliminary budget for fiscal year 2014-2015 and setting a public hearing for September 2, 2014.

**DISCUSSION:** Councilmember McEvers asked for clarification as to what the proposed high-water mark was. Ms. Jensen stated that it was \$75,030,272. Councilmember Gookin stated that he will not support the Resolution because he will not take the 3% increase in tax revenue or the \$81,000 in foregone taxes. He believes that foregone should be used for something like the ADA Abatement program. Ms. Jensen clarified that this is the high-water mark and that the City does not have the new growth numbers from the County, so if they come in high and the City does not plan for a higher amount it would not be able to take the new growth revenue.

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

**EXECUTIVE SESSION:** Motion by McEvers, seconded by Gookin to enter into Executive Session as provided by Idaho Code 67-2345 (1) § (b) To consider the evaluation, dismissal, or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student; (c) To conduct deliberations concerning labor negotiations or to acquire an interest in real property which is not owned by a public agency; (d) To consider records that are exempt from disclosure as provided in chapter 3, title 9, Idaho Code, and (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. The mere presence of legal counsel at an executive session does not satisfy this requirement.

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

The City Council entered into Executive Session at 9:14 p.m. Those present were the Mayor, City Council, City Administrator, Police Chief, and City Attorney. Matters discussed were related to pending litigation or controversies not yet begin litigated. Council returned to regular session at 9:59 p.m.

**MOTION:** Motion by Gookin, seconded by Adams, to recess to July 22, 2014 at 12:30 p.m. in the Old City Council Chambers for a meet and greet with the Police Chief candidates; and then to July 24, 2014 at 9:00 a.m. in the Old Council Chambers located at 710 E. Mullan Avenue for a workshop regarding the Fiscal Year 2014-2015 budget. **Motion Carried.**

The meeting adjourned at 9:59 p.m.

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Steve Widmyer, Mayor

ATTEST:

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Renata McLeod, City Clerk

DRAFT

A CONTINUED MEETING OF THE  
COEUR D'ALENE CITY COUNCIL  
HELD IN THE CITY HALL  
FORMER COUNCIL CHAMBERS  
ON JULY 22, 2014 AT 12:30 P.M.

The City Council of the City of Coeur d'Alene met in continued session held at City Hall in the former Council Chambers on July 22, 2014 at 12:30 p.m. there being present upon roll call a quorum of the Council.

Steve Widmyer, Mayor

Kiki Miller )  
Steve Adams )  
Dan Gookin )  
Woody McEvers )  
Ron Edinger )

Members of City Council Present

Amy Evan )  
Members of the City Council Absent

CITY STAFF PRESENT: Troy Tymesen, Interim City Administrator; Renata McLeod, City Clerk; Melissa Tosi, Human Resource Director; Keith Erickson, Communication Coordinator; Wes Somerton, Deputy City Attorney; and Police Officers Nick Lowery, Brady Reed, and John Kelly.

Mayor Widmyer stated that the purpose of the meeting was to provide an opportunity to the City Council to meet the candidates for Police Chief and for them to be able to ask job-related questions of each candidate. Human Resource Director Melissa Tosi stated that she has provided each Councilmember a feedback form to provide input and reminded the City Council to ask job-specific questions. Mayor Widmyer introduced Police Chief Candidate Gary Jensen.

**DISCUSSION:** Councilmembers asked Mr. Jensen questions pertaining to dog issues, length of law enforcement service, policy manuals, community-oriented policing, volunteer programs, EPA regulations/enforcement, fair treatment of community members, and police interface with tourists.

Mr. Jensen stated that animal rights are a nationwide issue. He expressed how large the City of Coeur d'Alene is due to the business community and nighttime traffic and agrees that there should be more patrol persons on the street. He stated that he believes in fair and equal treatment and that he presents a calm approach to policing. He said that the City is beautiful and appears to be a wonderful place to live and he would welcome the opportunity to serve the community before he ends his career. One of the accomplishments he is proud of from his service at the City of Logan was the certification of the reserve officer program wherein he has them now working as part-time certified officers.

**RECESS:** The Mayor called for a 5 minute recess at 1:04 p.m. The meeting resumed at 1:09 p.m.

Mayor Widmyer introduced Police Chief Candidate Lee White.

**DISCUSSION:** Councilmembers asked candidate Lee White questions pertaining to length of law enforcement service, desire to relocate, Lexipol policies, neighborhood zones, civilian staffing, fair treatment of community members/tourists, EPA regulations/enforcement, volunteer programs, and police interface with the community.

Mr. White stated that he has family in the area and loves the community. He has been waiting for this opportunity to open up for approximately 2 years, and believes he can bring lessons learned from his current position to benefit Coeur d'Alene. He said that he believes in fair and equal treatment of citizens. He would like to talk with community and business members through the use of public forums for strategic planning and to develop relationships and bonds. He would also like to set up a Community Action Team, consisting of four officers and a supervisor to build relationships with the community, deal with crime prevention, and handle special issues.

**RECESS: Motion** by Gookin, seconded by Adams to recess to July 24, 2014 at 9:00 a.m. in the old Council Chambers located at 710 E. Mullan Avenue for a workshop regarding the fiscal year 2014-2015 budget. **Motion carried.**

The meeting adjourned at 1:38 p.m.

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Steve Widmyer, Mayor

ATTEST:

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Renata McLeod, City Clerk

A CONTINUED MEETING OF  
THE COEUR D'ALENE CITY COUNCIL  
JULY 24, 2014

The Mayor and Council of the City of Coeur d'Alene met in continued session in the Old Council Chambers at 9:00 a.m. on July 24, 2014 there being present upon roll call a quorum:

Steve Widmyer, Mayor

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

**DEPARTMENT HEADS PRESENT:** Interim City Administrator Troy Tymesen; Municipal Services Director Renata McLeod; Deputy Finance Director Vonnie Jensen; Interim Parks Director Bill Greenwood; Library Director Bette Ammon; Water Superintendent Jim Markley; Fire Chief Kenny Gabriel; Interim Police Chief Ron Clark; Human Resources Director Melissa Tosi; Recreation Director Steve Anthony; Interim Planning Director Warren Wilson; Building Services Director Ed Wagner; City Attorney Mike Gridley; Streets Superintendent Tim Martin; and Wastewater Superintendent Sid Fredrickson.

**FISCAL YEAR 2013-2014:** Finance Director Troy Tymesen provided an overview of the preliminary financial plan for fiscal year 2014-2015 in the amount of \$74,561,945. The proposed budget includes departmental goals as set through the previously held strategic planning process. The County has not provided the City with the new building growth valuation; therefore the budget includes an estimated increase of property taxes in the amount of \$715,428. Mr. Tymesen stated that this budget includes an estimated insurance expense and he provided information regarding the self-insurance fund versus private insurance. The estimated insurance expense is based on a premium amount equal to coverage provided by ICRMP. He stated that the biggest change in health insurance coverage is due to the Affordable Care Act and that the biggest challenge in setting a budget is estimating ongoing income. There are a couple positions that are recommended to be eliminated including the Parks Director and Deputy City Administrator. During the budget process the City looks at revenue and expenses, which includes an increase in medical insurance costs, and capital expenditures for a grader, de-icer vehicle, and police vehicles, scheduled wage increases, 2.1% COLA increases, and an overall increase in service and supplies. There are three new positions included in the proposed budget including a Public Information Coordinator, IT Programmer, and a Planner. Mr. Tymesen stated that the proposed budget does not include the allowable 3% increase in property taxes or any foregone tax dollars. He is recommending an increase in the Building Department revenue, KCEMS contributions, and an increase in the state revenues.

Questions ensued regarding the self-insurance fund balance and the recommendation to seek a private insurance carrier. Mr. Tymesen clarified this would eliminate the City Council's

determination on claim payouts and that there are no funds available this fiscal year to replenish the self-insurance fund.

Mr. Tymesen stated that the current foregone tax balance for the City of Coeur d'Alene is \$3,184,897. He explained the purpose of fund balance is to cover costs in November/December and/or when a vendor slow pays, otherwise the city would need to do a tax anticipation note (TAN), which would also affect the bond rating. This year the percentage of fund balance over the proposed budget is 14.4%. The Government Finance Association would recommend a healthy fund balance percentage of 12%.

Mr. John Goedde is the City's insurance representative and answered questions regarding ICRMP coverage. He provided information regarding ICRMP and Travelers Insurance and One Beacon. One Beacon is not willing to provide liability insurance, Travelers is interested in providing a quote and ICRMP is another option. He stated that ICRMP insures 950 public entities and they have a board of directors who are elected officials. ICRMP does not have shareholders so they are not in it to make a profit and they do provide risk control education. He clarified that the one downside to ICRMP is that the plan cannot be tailored; it is a specific coverage package. The deductible is \$5,000.00 based on size of entity, with no deductible on the liability side. The policy has \$500,000 to \$3 Million limits. Mr. Tymesen stated that this is the time to look at an insurance company versus funding a zero balance self-funded line item.

**RECESS:** The Mayor called for a 5-minute recess at 10:18 a.m. The meeting resumed at 10:33 a.m.

Mr. Tymesen introduced Greg Helbling to discuss health insurance coverage and stated that the City's health insurance premium is approximately \$4 Million annually. With the additional coverage of dental, VEBA contributions and life and disability coverage, the total cost is approximately \$6.4 Million. Mr. Helbling stated that their company works with the City's employee committee and publishes a monthly newsletter. He explained the options offered within the city's existing health care plan. He clarified that the Affordable Health Care Act taxes began in 2010, and they are included in the premium costs. Nancy Shepherd, with Helbling Benefits Consulting, reviewed the requirements of the Affordable Care Act and how it will affect the City. This year the current negotiation for the City contract will result in a 4.28% increase.

Mr. Tymesen reviewed the staffing levels for each department.

Councilman Gookin asked for confirmation that this budget is proposed without taking the 3% property tax increase and no foregone taxes. Mr. Tymesen confirmed there is no increase included in the budget and that the City does not have the new assessment of property tax value from the County yet. He also reviewed the methodology of levy rates and effects on property taxes.

Councilmember McEvers asked about the crime statistic data provide to the City Council. Interim Police Chief Clark explained that the 2013 Idaho statewide crime statistics have been released. He clarified that the specific focus is how many officers other cities in the state of Idaho have in comparison to the City of Coeur d'Alene. To move the City into balance with

other cities based on population size, it would take the hiring of 11 to 49 officers, which does not take into account the number of special events and freeway interaction accidents that take place within this community.

Councilmember Gookin asked for additional information regarding the increase in payment to Jobs Plus. Mayor Widmyer stated that Jobs Plus is our conduit to job creation and has not had an increase in their budget for 20 years, and the addition of \$5,000 will bring the City of Coeur d'Alene's contribution in line with the amount the City of Post Falls contributes.

Councilmember Gookin stated that he felt that the performance by Jobs Plus does not merit an increase. Mayor Widmyer thanked staff involved and the hard work they put into the proposed budget with zero percentage increase to property taxes. Councilmember Adams expressed concern regarding the federal grant for patrol officers, and asked if there was a plan B in case the grants are not received. Chief Clark stated that they may know if they get awarded in September and will come back to the City Council with a plan B if they are not awarded the grant.

Mr. Tymesen stated that the public hearing takes place on September 2, 2014.

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

The meeting recessed at 12:00 p.m.

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Steve Widmyer, Mayor

ATTEST:

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Renata McLeod, City Clerk

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

199.98 - Draft beer  
w/ draft beer

City of Coeur d' Alene  
Municipal Services  
710 Mullan Avenue  
Coeur d' Alene, Idaho 83814  
208.769.2229 Fax 769.2237

(Office Use Only) Amt Pd 128251  
Rec No \_\_\_\_\_  
Date 07-23-14  
Date to City Council: 08-05-12  
Reg No. \_\_\_\_\_  
License No. \_\_\_\_\_  
Rv \_\_\_\_\_

Date that you would like to begin alcohol service Sept - March  
Check the ONE box that applies:

<input type="checkbox"/>	Beer only (canned and bottled) not consumed on premise	\$ 50.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled) not consumed on premise	\$250.00 per year
<input type="checkbox"/>	Beer only (canned and bottled only) consumed on premise	\$100.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled only) consumed on premise	\$300.00 per year
<input type="checkbox"/>	Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
<input checked="" type="checkbox"/>	Beer and Wine (Draft, canned, and bottled) consumed on premise	\$400.00 per year
<input type="checkbox"/>	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
<input type="checkbox"/>	Transfer of ownership of a City license with current year paid Beer-to go only \$6.25 Beer- Can, Bottled only COP \$12.50 Beer- Draft, can, bottled COP \$25 Wine additional \$25 Consumed on premise yes no Transfer from _____ to _____	\$

Business Name	<u>Summit Cider Company</u>
Business Mailing Address	<u>3884 N Schreiber #201</u>
City, State, Zip	<u>Coeur d'Alene ID 83815</u>
Business Physical Address	<u>3884 N Schreiber #201</u>
City, State, Zip	<u>Coeur d'Alene ID 83815</u>
Business Contact	Business Telephone: <u>208-691-1171</u> Fax: <u>none</u> Email address: <u>Davon@summitcider.com</u>
License Applicant	<u>Davon Sjostrom</u>
If Corporation, partnership, LLC etc. List all members/officers	<u>Davon Sjostrom</u> <u>Jason Fletcher</u>



CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kathy Lewis 07/15/14  
Department Name / Employee Name / Date

Request made by: Dinah Woods 406-544-2923  
Name / Phone

2210 West Grange Post Falls, ID 83854  
Address

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

Niche(s): \_\_\_\_\_  
Lot(s): 355, 356, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_. Block: H Section: RIV

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

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

Person making request is  Owner / / Executor\* / / Other\* \_\_\_\_\_

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

Title transfer fee (\$ N/A ) attached\*\*.

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

ACCOUNTING DEPARTMENT Shall complete the following:

Attach copy of original contract.

Vonnie Jensen  
Accountant Signature

CEMETERY SUPERVISOR shall complete the following:

1. The above-referenced Lot(s) is/are certified to be vacant:  Yes / / No
2. The owner of record of the Lot(s) in the Cemetery Book of Deeds is listed as:  
Pat and Dinah Woods
3. The purchase price of the Lot(s) when sold to the owner of record was \$ 800.00 per lot.

[Signature] 7/21/14  
Supervisor's Init. / Date

LEGAL/RECORDS shall complete the following:

1. Quit Claim Deed(s) received: / / Yes / / No.
- Person making request is authorized to execute the claim: [Signature] 7-21-14  
Attorney Init. / Date

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

\_\_\_\_\_  
City Clerk's Signature / Date

COUNCIL ACTION

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

CEMETERY SUPERVISOR shall complete the following:

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

\_\_\_\_\_  
Cemetery Supervisor's Signature / Date

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

RESOLUTION NO. 14-031

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 PROFESSIONAL SERVICES CONTRACT WITH COLUMBIA VALUATION GROUP FOR NEGOTIATION SERVICES

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 Exhibit 1 and by reference made a part hereof as summarized as follows:

1) Professional Services Contract with Columbia Valuation Group for Negotiation Services.

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 Exhibit 1 and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements 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 5th day of August, 2014.

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Steve Widmyer, Mayor

ATTEST

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Renata McLeod, City Clerk

ROLL CALL:

COUNCIL MEMBER EDINGER Voted \_\_\_\_\_

COUNCIL MEMBER ADAMS Voted \_\_\_\_\_

COUNCIL MEMBER MILLER Voted \_\_\_\_\_

COUNCIL MEMBER EVANS Voted \_\_\_\_\_

COUNCIL MEMBER GOOKIN Voted \_\_\_\_\_

COUNCIL MEMBER MCEVERS Voted \_\_\_\_\_

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.

**PUBLIC WORKS COMMMTTEE**  
**STAFF REPORT**

**DATE:** July 21, 2014  
**FROM:** Christopher H. Bates, Engineering Project Manager   
**SUBJECT:** **Professional Services Agreement for Right-of-Way Services for Government Way / Hanley Avenue – Prairie Avenue**

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**DECISION POINT**

Staff is requesting the approval of the Professional Services Agreement with Columbia Valuation Group, Inc. for right-of-way negotiation services necessary to purchase the additional land necessary for the Government Way / Hanley - Prairie roadway reconstruction project.

**HISTORY**

1. May 2011, approval of the State/Local Agreement with ITD.
2. May 2012, approval of the Professional Services Agreement with Welch-Comer & Associates for design services.
3. October 2013, approval of Interagency Agreement for the Gov't Way / Hanley –Dalton project.

**FINANCIAL ANALYSIS**

The total compensation for the fixed fee agreement is One Hundred Eighty Nine Thousand Five Hundred Sixty Three 00/100 dollars (\$189,563.00). Although the City makes the initial payment to the consultant, the funding for this aspect of the project is provided by federal grant funding with a reimbursement rate of 92.66%. This reimbursement results in a cost to the City of \$13,914.00 which is then divided between the City, Lakes Highway District, and, City of Hayden on a 50/30/20 split. The City portion is being paid out of impact fees.

**PERFORMANCE ANALYSIS**

The work will commence upon the approval of the agreement, and the term of the agreement is for three hundred and sixty five days.

**RECOMMENDATION**

Staff recommends the approval of the Professional Services Agreement with Columbia Valuation Group, Inc. for negotiation services for the purchase of additional right-of-way for the Government Way reconstruction project.

PROFESSIONAL SERVICES AGREEMENT

between

CITY OF COEUR D'ALENE

and

Columbia Valuation Group, Inc.

for

Right-of-Way Acquisition on the Government Way Widening Project  
SMA-7155 Gov't Way; Hanley Avenue to Prairie Avenue / Proj. # A012(308)

THIS Agreement, made and entered into this \_\_\_\_\_ day of July, 2014, between the CITY OF COEUR D'ALENE, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City," and, Columbia Valuation Group, Inc., an Idaho corporation, with Stan Moe as President, and, its principal place of business at 1410 Lincoln Way, Suite 200, Coeur d'Alene, Idaho 83814, hereinafter referred to as the "Consultant,"

W I T N E S S E T H:

Section 1. Definition. In this agreement:

- A. The term "City" means the city of Coeur d'Alene, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814.
- B. The term "Consultant" means Columbia Valuation Group, Inc.
- C. The term "Mayor" means the mayor of the city of Coeur d'Alene or his authorized representative.

Section 2. Employment of Consultant. The City hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereinafter set forth.

Section 3. Scope of Services.

- A. The Consultant shall perform the services described in the Scope of Services attached hereto and incorporated herein by reference as Exhibit "A".
- B. Area Covered: The Consultant shall perform all the necessary services provided under this Agreement respecting the tasks set forth in the Scope of Services.

Section 4. Personnel.

- A. The Consultant represents that it has or will secure at its own expense all personnel required to perform its services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
- B. All of the services required hereunder will be performed by the Consultant or under his direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

Section 5. Time of Performance. The services of the Consultant shall commence upon execution of this Agreement by the Mayor and shall be completed within Three Hundred Sixty Five (365) days thereafter. The period of performance may be extended for additional periods only by the mutual written agreement of the parties.

Section 6. Compensation.

A. Subject to the provisions of this Agreement, the City shall pay the Consultant the total sum of One Hundred Eighty Nine Thousand Five Hundred Sixty Three Dollars and NO/100 (\$189,563.00). Should a situation arise that causes the scope to be altered, i.e.: condemnation proceedings, depositions, construction delays that may alter appraisal valuations, compensation may be adjusted to a mutually agreed upon hourly rate, or, lump sum payment.

B. Except as otherwise provided in this Agreement, the City shall not provide any additional compensation, payment, use of facilities, service or other thing of value to the Consultant in connection with performance of agreement duties. The parties understand and agree that, except as otherwise provided in this Section, administrative overhead and other indirect or direct costs the Consultant may incur in the performance of its obligations under this Agreement have already been included in computation of the Consultant's fee and may not be charged to the City.

Section 7. Method and Time of Payment. The City will pay to the Consultant on a monthly basis. Detailed invoices submitted by the Consultant should be sent to the above address, with attention to Christopher Bates, Engineering Project Manager. Invoices submitted by the 10<sup>th</sup> of the month will be paid by the 30<sup>th</sup> of the month.

Section 8. Termination of Agreement for Cause. If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, and reports or other material prepared by the Consultant under this agreement shall at the option of the City become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred.

Section 9. Termination for Convenience of City. The City may terminate this Agreement at any time by giving thirty (30) days written notice to the Consultant of such termination and specifying the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Section 8 above shall, at the option of the City, become its property.

Section 10. Modifications. The City may, from time to time, require modifications in the scope of services of the Consultant to be performed under this Agreement. The type and extent of such services cannot be determined at this time; however, the Consultant agrees to do such work as ordered in writing by the City, and the City agrees to compensate the Consultant for such work accomplished by written amendment to this Agreement.

Section 11. Equal Employment Opportunity.

A. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The Consultant agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each subconsultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

B. The Consultant shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the City may require.

Section 12. Interest of Members of City and Others. No officer, member, or employee of the City and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly, interested or has any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

Section 13. Assignability.

A. The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Consultant from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

B. The Consultant shall not delegate duties or otherwise subcontract work or services under this Agreement without the prior written approval of the City.

Section 14. Interest of Consultant. The Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

Section 15. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.

Section 16. Publication, Reproduction and Use of Materials. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

Section 17. Audits and Inspection. This Agreement anticipates an audit by the city of Coeur d'Alene, and infrequent or occasional review of Consultant's documents by City staff. During normal business hours, there shall be made available for examination all of the Consultant's records with respect to all matters covered by this Agreement and will permit representatives of the City to examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoiced materials, payrolls, records, or personnel conditions of employment, and other data relating to all matters covered by this Agreement.

Section 18. Jurisdiction; Choice of Law. Any civil action arising from this Agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County, Idaho. The law of the state of Idaho shall govern the rights and obligations of the parties.

Section 19. Non-Waiver. The failure of the City at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the City thereafter to enforce each and every protection hereof.

Section 20. Permits, Laws and Taxes. The Consultant shall acquire and maintain in good standing all permits, licenses and other documents necessary to its performance under this Agreement. All actions taken by the Consultant under this Agreement shall comply with all applicable statutes, ordinances, rules, and regulations. The Consultant shall pay all taxes pertaining to its performance under this Agreement.

Section 21. Relationship of the Parties. The Consultant shall perform its obligations hereunder as an independent contractor of the City. The City may administer this Agreement and monitor the Consultant's compliance with this Agreement but shall not supervise or otherwise direct the Consultant except to provide recommendations and to provide approvals pursuant to this Agreement.

Section 22. Integration. This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

Section 23. City Held Harmless.

A. The Consultant shall save, hold harmless, indemnify, and defend the City, its officers, agents and employees from any liability arising out of the acts, errors, omissions, or negligence, including costs and expenses, for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by any person or persons or property arising from Consultant's performance of this Agreement in any way whatsoever.

B. The Consultant shall save, hold harmless, and indemnify the City, its officers, agents, and employees from and against any and all damages or liability arising out of the Consultant's professional acts, errors, and omissions, including costs and expenses for or on account of any and all legal actions claims of any character resulting from injuries or damages sustained by persons or property arising from Consultant's professional performance of this Agreement.

Section 24. Notification. Any notice under this Agreement may be served upon the Consultant or the City by mail at the address provided in Section 1 hereof.

Section 25. Special Conditions. Standard of Performance and Insurance.

A. Consultant shall maintain general liability insurance naming the City, its entities, and its representatives as additional insured's in the amount of at least \$500,000.00 for property damage or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for under Chapter 9, Title 6, Section 24 of the Idaho Code.

C. The Consultant shall obtain and maintain auto liability insurance in the amount of \$500,000.00 for the duration of the project.

D. Prior to work under this Agreement, the Consultant shall furnish to the City certificates of the insurance coverage's required herein, which certificates must be approved by the City Attorney. Certificates shall provide cancellation notice information that assures at least thirty (30) days written notice to the City prior to cancellation of the policy for any reason.

Section 26. Civil Rights Act. 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.

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

CITY OF COEUR D'ALENE

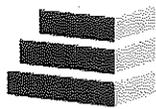
COLUMBIA VALUATION GROUP, INC.

\_\_\_\_\_  
Steve Widmyer, Mayor

By: \_\_\_\_\_  
Stan Moe, President

ATTEST:

\_\_\_\_\_  
Renata McLeod, City Clerk



COLUMBIA  
VALUATION  
GROUP

*Real Estate Appraisal and Counseling*

1410 Lincoln Way, Suite 200  
Coeur d'Alene, ID 83814  
208-667-7940  
Fax 208-666-1474

Stanley D. Moe, MAI  
stan@cvgcda.com

July 1, 2014

City of Coeur d'Alene  
710 Mullan Avenue  
Coeur d'Alene, Idaho 83814

Attn: Mr. Chris Bates, Project Coordinator

Re: Government Way Widening Project  
Hanley Avenue to Prairie Avenue  
Right of Way Bid Proposal

Dear Mr. Bates:

Please consider this our written estimate of right-of-way fees associated with your most recent bid solicitation on the above captioned project. We would propose to perform all necessary right of way functions as set out in the outlined Scope of Work. Our quote is based on Right of Way plans supplied by Welch-Comer Engineering.

**SCOPE OF WORK:**

1. Make initial owner contacts to explain forthcoming right-of-way activities and determine possible mitigating solutions to problems created by the project.
2. Attend public informational meetings, if required.
3. Prepare Appraisals for final review and acceptance by the City of Coeur d'Alene and State of Idaho.

**Estimated Appraisal Requirements:**

- a. One full narrative Before & After appraisal.
- b. Forty six IID form appraisals.
- c. Twenty one Sign Relocation/Purchase Bids.
- d. One or two Architect Fees for parking lot re-designs and damage reductions.

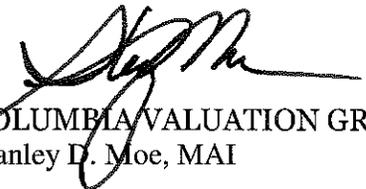
4. Secure Appraisal Reviews as required by the State.
5. Prepare all acquisition documents for review and acceptance by City of Coeur d'Alene legal staff.
6. Perform all Acquisition Functions.
7. Submit all completed documents for City of Coeur d'Alene review, approval, recording and processing for payment.
8. Maintain complete records and diaries of activities performed and provide periodic status reports.
9. Represent the City of Coeur d'Alene in any right of way audits that may be required by the state.

The work to be completed in compliance with all State and Federal guidelines and within 365 days of written authorization to proceed.

Fees to perform the duties as set forth in the Scope of Work will be a Total of \$189,563. The City of Coeur d'Alene should understand and agree that if the on-going design work increases or decreases the right of way requirements; the fees and time frames can be renegotiated. As we discussed, CVG will provide monthly progress reports and billings for work completed, and will receive monthly payments from the City.

My fee includes sending letters or making personal contact with each property owner advising them of our involvement and inviting them to accompany me on an inspection. We would be able to start this project whenever you are ready and welcome the opportunity to work with you.

Sincerely,



COLUMBIA VALUATION GROUP, INC.  
Stanley D. Moe, MAI

Government Way Right of Way  
Hanley Avenue to Prairie Avenue

Parcel ROW #	Name	Site Size	ROW Req.	Temp Easement	Report Type	Report Fee	Sign Bid	Review Appraiser	Negotiator	Specialty Items
1	Horizon Credit Union	0.683	0.032	0.005	2288	\$1,500		\$500.00	\$1,500.00	
2	Silver Lake Mall, LLC	16.565	0.111	0.028	2288	\$1,500	\$250.00	\$500.00	\$1,500.00	
3	Silver Lake Mall, LLC	0.438	0.034	0.014	2288	\$1,500		\$500.00	\$1,500.00	
4	Silver Lake Mall, LLC	1.296	0.057	0.038	2288	\$1,500		\$500.00	\$1,500.00	
5	Hartlen Douglas	6.418	0.289	0.306	2288	\$1,500		\$500.00	\$1,500.00	
6	Hartlen Douglas	19.077	2.308	0.413	2288	\$1,500		\$500.00	\$1,500.00	
7	CDM Memorial Gardens	2.764	0.412	0.034	2288	\$1,500	\$250.00	\$500.00	\$1,500.00	
8	K&B Roberts, LLC	0.989	0.114	0.076	2288	\$1,500		\$500.00	\$1,500.00	
9	Raymond Wojsfelt	0.535	0.061	0.017	2288	\$1,500		\$500.00	\$1,500.00	
10	Raymond Wojsfelt	0.522	0.073	0.018	2288	\$1,500	\$250.00	\$500.00	\$1,500.00	
11	Edgar Castellanos	1.083	0.112	0.047	2288	\$1,500	\$250.00	\$500.00	\$1,500.00	
12	Dodge Heritage, LLC	12.677	0.208	0.155	2288	\$1,500		\$500.00	\$1,500.00	
13	Sims Family, LLC	1.294	0.196	0.008	2288	\$1,500		\$500.00	\$1,500.00	
14	IMBI, LLC	0.671	0.106	0.014	2288	\$1,500	\$250.00	\$500.00	\$1,500.00	
15	Robert McFarland	1.875	0.349	0.063	2288	\$1,500		\$500.00	\$1,500.00	
16	Robert McFarland	0.625	0.116	0.021	2288	\$1,500		\$500.00	\$1,500.00	
17	Inland Northwest Bank	1.049	0.135	0.045	2288	\$1,500	\$250.00	\$500.00	\$1,500.00	
18	Timberlane Distributors	0.779	0.048	0.017	2288	\$1,500		\$500.00	\$1,500.00	
19	KR Properties, LLC	0.840	0.058	0.032	2288	\$1,500	\$250.00	\$500.00	\$1,500.00	
20	LMS Properties, LLC	1.004	0.053	0.016	2288	\$1,500		\$500.00	\$1,500.00	fencing
21	ACI Northwest, Inc	1.005	0.053	0.037	2288	\$1,500	\$250.00	\$500.00	\$1,500.00	
22	ACI Northwest, Inc	1.005	0.053	0.029	2288	\$1,500	\$250.00	\$500.00	\$1,500.00	
23	JCAV, LLC	1.005	0.053	0.029	2288	\$1,500	\$250.00	\$500.00	\$1,500.00	
24	JCAV, LLC	1.005	0.053	0.029	2288	\$1,500	\$250.00	\$500.00	\$1,500.00	
25	STGU	1.005	0.057	0.024	2288	\$1,500		\$500.00	\$1,500.00	
26	LAWCO Investments	1.007	0.055	0.060	2288	\$1,500	\$250.00	\$500.00	\$1,500.00	
27	David Schreiber	1.984	0.032	0.068	2288	\$1,500		\$500.00	\$1,500.00	
28	Kootenai-Shoshone Co.	1.007	0.021	0.029	2288	\$1,500		\$500.00	\$1,500.00	
29	Rooda Paint Property, LLC	1.007	0.021	0.019	2288	\$1,500	\$250.00	\$500.00	\$1,500.00	
30	Washington Trust Bank	1.007	0.021	0.019	2288	\$1,500		\$500.00	\$1,500.00	
31	Ferguson & Schmidt, LLC	1.008	0.021	0.022	2288	\$1,500	\$250.00	\$500.00	\$1,500.00	
32	Sun Rental Center, INC	1.008	0.021	0.033	2288	\$1,500	\$250.00	\$500.00	\$1,500.00	
33	Shirley Thagard removed	1.008	0.169	0.033	2288	\$1,500		\$500.00	\$1,500.00	
35	M. Walker	0.919	0.032	0.025	2288	\$1,500	\$250.00	\$500.00	\$1,500.00	
36	Thomas & Alana Jones	0.896	0.023	0.058	2288	\$1,500		\$500.00	\$1,500.00	6 owners
37	Wilbur, Inc.	1.500	0.026	0.038	2288	\$1,500	\$250.00	\$500.00	\$1,500.00	
38	Pacific Hide & Fur Depot	3.387	0.026	0.015	2288	\$1,500		\$500.00	\$1,500.00	
39	Pacific Hide & Fur Depot	0.871	0.030	0.055	2288	\$1,500		\$500.00	\$1,500.00	2 signs
40	Kelly N Nelson Trust	0.872	0.033	0.030	2288	\$1,500	\$500.00	\$500.00	\$1,500.00	
41	Barron Living Trust		0.031	0.050	2288	\$1,500	\$250.00	\$500.00	\$1,500.00	
42	Halfmark Homes, Inc	0.872	0.031	0.045	2288	\$1,500		\$500.00	\$1,500.00	
43	Dennis Williams	0.872	0.031	0.060	2288	\$1,500	\$250.00	\$500.00	\$1,500.00	
44	Roca Investments		0.031	0.050	2288	\$1,500	\$750.00	\$500.00	\$1,500.00	2 owners, 3 signs
45	Sims Family, LLC		0.033	0.039	B&A	\$3,500	\$500.00	\$1,000.00	\$1,500.00	2 signs, 3 owners
46	Sams Investments, LLC	0.794	0.058	0.035	2288	\$1,500		\$500.00	\$1,500.00	
47	Christlinc Properties, LLC	0.617	0.033	0.018	2288	\$1,500		\$500.00	\$1,500.00	
48	Christlinc Properties, LLC removed	0.450	0.095	0.070	2288	\$1,500		\$500.00	\$1,500.00	
<b>47 TOTALS</b>						<b>\$72,500</b>	<b>\$6,250</b>	<b>\$24,000</b>	<b>\$70,500</b>	<b>\$3,000</b>

Contingency for parking re-design, etc.  
Administrative Fee, CVG

5%

**\$176,250**  
**\$4,500**  
**\$8,813**  
**\$189,563**

# ANNOUNCEMENTS

OTHER BUSINESS

**PUBLIC WORKS COMMITTEE  
STAFF REPORT**

DATE: December 9, 2013

FROM: Warren Wilson, Deputy City Attorney

SUBJECT: RBS Investments Request to Exclude (De-Annex) Property from City Boundaries.

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**DECISION POINT:**

Provide a recommendation to the full council regarding whether to exclude an approximate .132 acre parcel located in the vicinity of Victorian Dr. and French Gulch Road from the city boundaries.

**HISTORY:**

I.C. 50-225 authorizes the City Council to exclude property from city boundaries by ordinance. RBS Investments has requested that the City exclude parcel #C00000173850 (AIN# 165057) from the city boundary because the bulk of its property in the area is outside city limits and they would like to consolidate all of their property in one jurisdiction for use.

**FINANCIAL ANALYSIS:**

The proposed exclusion will have a limited financial impact on the City. Idaho Code section 50-225 allows a city to exclude territory from its city limits provided that the excluded property is not relieved of its obligation for any outstanding indebtedness such as bonds, improvement districts etc. Further, the applicant will be responsible to generate a new boundary map and legal description. However, the city will see a nominal decrease in property tax revenue from the property.

**PERFORMANCE/QUALITY OF LIFE ANALYSIS:**

Given the size and location of the property, excluding the property should not alter the quality of life for residents or negatively impact the ability of the city to provide services to surrounding properties.

**DECISION POINT/RECOMMENDATION:**

Recommend to the full City Council that the requested property be excluded from the city limits.

away for a while, open the under-sink cabinet doors to help keep pipes from freezing. If you have any questions regarding freeze-ups, call the Water Department at 769-2379.

The Ray & Joan Kroc Center is hosting a Farewell Open House for Mayor Bloem on Thursday, January 9th, from 6:00 p.m. to 8:00 p.m., in the Kroc Center Community Room. The public is invited to come meet and thank Mayor Bloem for her outstanding service to the City of Coeur d'Alene. Refreshments will be provided by the Kroc Center. A celebration for Mr. Ingalls took place this morning with staff, just as Jon wanted it. Ms. Gabriel thanked the Mayor, Deanna, and Mike and stated it was a pleasure to serve them over the years.

**APPROVAL OF THE REQUEST FOR DE-ANNEXATION OF PARCEL #C00000173850 BY RBS INVESTMENTS.**

Councilman Kennedy stated that this is a .132 acre parcel located off of Victoria Drive and French Gulch Road. The owners have asked for de-annexation to allow their entire property to be held within one jurisdiction rather than a portion in the County and a small portion within the City.

**MOTION:** Motion by Kennedy, seconded by Gookin to approve the request to de-annex Parcel #C00000173850 and direct staff to prepare an Ordinance. **Motion Carried.**

**APPROVAL OF A LETTER OF INTENT BETWEEN THE COEUR D'ALENE SCHOOL DISTRICT #271 AND THE CITY OF COEUR D'ALENE TO HIRE A POLICE OFFICER AND PURCHASE A FULLY EQUIPPED POLICE VEHICLE.**

Councilman Kennedy stated that the Police Department had sought a grant that was not awarded; however, the match was held out in the Police Department budget. The School District has stated that they desire an additional School Resource Officer and would contribute funding. Hiring an Officer now would allow training to take place prior to the start of the school year. Police Chief Ron Clark stated that School District approached the Police Department to determine if the City would be interested in providing another School Resource Officer, with the District providing \$75,000 in the next year's budget and \$51,000 toward the purchase of a fully equipped patrol vehicle. He reiterated that the process of hiring a Police Officer includes a 6-9 month training period. They are requesting the approval to hire that person as soon as possible to start the training process. He stated that he will use savings within this budget year. Councilman Kennedy stated that the General Services Committee requested a letter of intent or something in writing from the School District, which has been received. He stated that this is where our partnerships benefit the community.

**MOTION:** Motion by Kennedy, seconded by Edinger to authorize staff to move forward with the hiring of one police officer and purchase of a patrol car based on the financial commitment from the Coeur d'Alene School District and from current police budgeted funds. **Motion Carried.**

RBS INVESTMENTS LLP

3718 N. CAROLWOOD COURT

POST FALLS, ID 83854

WARREN WILSON

INTERIM PLANNING DIRECTOR

WE ARE REQUESTING THAT PARCEL # C00000173850 AIN#165057 BE DE-ANNEXED FROM THE CITY OF COEUR D ALENE. THIS PARCEL HAS NO CITY SERVICES AVAILABLE TO IT. IT IS ALSO LAND LOCKED. IT IS ALSO TOO SMALL TO BUILD ON ETC. ETC, ETC. WE OWN THE 3 PARCELS CONNECTED TO IT ON THE WEST. WE WOULD LIKE TO MAKE USE OF THIS PARCEL. WE REQUEST DE-ANNEXATION.

PLEASE PASS ALONG TO CITY COUNCIL.

THANKS

BOB GROSSGLAUSER

GENERAL PARTNER

208-640-3127



**CITY OF COEUR D' ALENE  
DE-ANNEXATION DESCRIPTION**

A parcel of land being a portion of the existing City of Coeur D' Alene City Limits said parcel is described in deed under instrument number 1210467, records of Kootenai County, Idaho, Lying in the Northwest Quarter of Section of 17, Township 50 North, Range 3 West, Boise Meridian, City of Coeur D' Alene, Kootenai County, Idaho and being more particularly described as follows:

**Commencing** at the West quarter of said Section 17 being a 3 1/4" aluminum cap per CP&F instrument # 1221875, from which the Northwest corner of Section 17 bears N 00°44'41"E a distance of 2642.11 feet; Thence, along the West line of said Section 17 being the existing City limits of the City of Coeur D' Alene, N00°44'41"E a distance of 1287.56 feet to the **True Point of Beginning**.

Thence, continuing along the said West line Section 17 leaving the City Coeur D' Alene city limits, N 00°44'41"E a distance of 156.28 feet to a found 5/8" rebar and PLS 4565 cap;

Thence, leaving said West line Section 17, S 28°05'55"E a distance of 144.57 feet to a found 5/8" rebar and illegible cap;

Thence, S 87°08'47"E a distance of 4.02 feet to the new proposed City of Coeur D' Alene City Limits;

Thence, along the new proposed said City Limits, on a non-tangent curve to the right having a radius of 170.00 feet an arc length of 64.06 feet a delta angle of 21°35'20" with a chord bearing and distance of S 66°47'31"W 63.68 feet;

Thence, continuing along said new City Limits, S77°35'11"W a distance of 15.99 feet to the **True Point of Beginning**.

Said parcel containing 5,738 square feet more or less.

:





ORDINANCE NO. 3489  
COUNCIL BILL NO. 14-1013

AN ORDINANCE EXCLUDING FROM AND DECLARING THE SAME TO BE SEPARATE FROM THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 17, TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERIDIAN; BY DECLARING SUCH PROPERTY TO BE NO LONGER A PART OF THE CITY OF COEUR D'ALENE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING A SEVERABILITY CLAUSE.

WHEREAS, the Mayor and City Council find it to be in the best interests of the City of Coeur d'Alene and the citizens thereof that said property be excluded; NOW, THEREFORE,

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

**SECTION 1.** That the above described property, which property is fully described in Exhibit “1”, attached hereto and incorporated herein be and the same is hereby excluded and declared to be separate from and no longer a part of the City of Coeur d'Alene, Kootenai County, Idaho.

**SECTION 2.** That the Planning Director be and is hereby instructed to make such change and amendment on the three official zoning maps of the City of Coeur d'Alene and the three official comprehensive plan maps of the City of Coeur d'Alene to reflect said exclusion, and that said real property upon passage and publication of this ordinance shall be excluded and no longer a part of the city limits of the City of Coeur d'Alene, Kootenai County, Idaho.

**SECTION 3.** All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 4.** Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the City of Coeur d'Alene City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

**SECTION 5.** The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein,

and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

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

*Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on August 5<sup>th</sup>, 2014.*

APPROVED, ADOPTED and SIGNED this 5<sup>th</sup> day of August, 2013.

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Steve Widmyer, Mayor

ATTEST:

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Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. 3489

AN ORDINANCE EXCLUDING FROM AND DECLARING THE SAME TO BE SEPARATE FROM THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 17, TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERIDIAN; BY DECLARING SUCH PROPERTY TO BE NO LONGER A PART OF THE CITY OF COEUR D'ALENE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. 3489 IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

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Renata McLeod, City Clerk

## **STATEMENT OF LEGAL ADVISOR**

I, Warren J. Wilson, am a Chief Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. 3489, AN ORDINANCE EXCLUDING FROM AND DECLARING THE SAME TO BE SEPARATE FROM THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 17, TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERIDIAN; BY DECLARING SUCH PROPERTY TO BE NO LONGER A PART OF THE CITY OF COEUR D'ALENE, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 5<sup>th</sup> day of August, 2014.

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Warren J. Wilson, Chief Deputy City Attorney

**PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** July 1, 2014  
**FROM:** Mike Gridley – City Attorney  
**SUBJECT:** Robot regulation

=====

**DECISION POINT:**

CDA resident Nick Smoot, CEO and founder of “Here on Biz”, has approached staff with the request that City Council adopt an ordinance to promote and regulate the use of robots in CDA. Staff brings a draft ordinance to the committee for guidance on how to go forward with this request.

**HISTORY:**

CDA and surrounding schools have been very successful in robot development and competition. Mr. Smoot is one of the leaders of a group of creative and innovative citizens who are meeting regularly to share ideas and discuss how technology can be used to solve problems and have fun while creating new job and start-up opportunities in CDA. Mr. Smoot believes that by adopting an ordinance promoting and regulating robots, CDA will distinguish itself as a leader in the field of robotics while regulating them in a manner that addresses any potential problems.

**FINANCIAL ANALYSIS:**

Cost to the city would be staff time in developing and finalizing an appropriate ordinance, in addition to a minimal amount of time for licensing. Enforcement activities are anticipated to be minimal at the present time.

Mr. Smoot believes that a robot ordinance will promote and encourage technology that could bring many intangible financial benefits for the community. This may lead to tangible benefits in the form of new companies and jobs in CDA and the surrounding area. One idea that Mr. Smoot has suggested is that this type of ordinance may help CDA develop a relationship with entities like MIT or Google as "sister cities" for robotics and that we would have signage showcasing our relationship upon entering the city limits.

**PERFORMANCE ANALYSIS:**

A robot ordinance could regulate the use of public property, i.e. streets, sidewalks, parks, etc. by robots. A draft of a proposed ordinance is attached.

**DECISION POINT/RECOMMENDATION:**

Should city staff proceed with finalizing an ordinance promoting and regulating robots in CDA for adoption by city council??

ORDINANCE NO. \_\_\_\_\_  
COUNCIL BILL NO. 14-1012

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTIONS 4.05.030, 4.25.080, 4.25.120 AND ADDING A NEW SECTION 10.02.030 TO PROVIDE A DEFINITION OF ROBOT, AUTHORIZE THE USE OF ROBOTS ON PUBLIC PROPERTY AND THE USE OF AUTONOMOUSLY OPERATED VEHICLES ON CITY STREETS; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; PROVIDING THE PUBLICATION OF A SUMMARY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, after recommendation by the General Services Committee, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that said amendments be adopted; NOW, THEREFORE,

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

**SECTION 1.** *That Coeur d'Alene Municipal Code Section 4.05.030(B) is amended to read as follows:*

**4.05.030: DEFINITIONS:**

B. General Terms: Whenever the following terms are used in this title, they have the following meanings unless the context indicates otherwise:

**COMMERCIAL ACTIVITY:** Commercial displays, commercial enterprises, commercial promotions, arts and crafts displays, exhibits and other commercial activities with items for sale, including food concessions.

**MOTORIZED FOOD CONCESSIONS:** Motorized vehicles from which food and beverages are sold, including trailer houses and vans.

**OVERSIZED VEHICLE:** A vehicle that cannot fit into a parking stall without protruding over the marked stall lines or extending beyond the end of the marked stall lines.

**ROBOT:** A self-powered, programmable, mechanical device capable of operating autonomously or via remote control. This definition does not include autonomously-operated motor vehicles defined under Chapter 1, Title 49, Idaho Code.

**SECTION 2.** *That Coeur d'Alene Municipal Code Section 4.25.080 is amended to read as follows:*

**4.25.080: ANIMALS OR ROBOTS ON PUBLIC PROPERTY:**

No animal shall be taken upon or allowed to be upon the premises of any city owned, leased or maintained beach, natural area, park, playground or play field park or play field, whether it is on a leash or not, unless city signs are posted on the city park, play field or other property allowing animals to be present. If animals are allowed, the owner or custodian of the animal must comply with all animal regulations of the city park, play field or other property. The city council may, by resolution, allow animal exhibitions or shows in city parks and establish rules and regulations governing animals when allowed in any city owned, leased or maintained beach, natural area, park, playground or play field park or play field.

Robots shall be allowed upon the premises of any city owned, leased or maintained beach, natural area, park, playground or play field park or play field, unless city signs are posted disallowing robots to be present. If robots are allowed, both the robot and the owner or custodian of the robot and the must comply with all regulations of the city park, play field or other property.

**SECTION 3.** *That Coeur d'Alene Municipal Code Section 4.25.120 is amended to read as follows:*

**4.25.120: BICYCLES, SKATEBOARDS, ROBOTS AND TOY VEHICLES ON PUBLIC PROPERTY:**

- A. It is unlawful for any person to ride or operate a toy or wheeled vehicle except wheelchairs being used to transport physically impaired persons on the band shell in City Park.
- B. It is unlawful for any person to ride a skateboard in Veterans' Memorial Park or at the Veterans' Memorial.
- C. It is unlawful for any person to ride or operate any toy vehicles, including remote control vehicles, at Cherry Hill Park.
- D. It is unlawful for any person to ride or operate a bicycle on any portion of Tubbs Hill owned or leased by the city of Coeur d'Alene.
- E. Nothing in this section shall prohibit the mayor and/or city council from allowing bicycle, skateboard, or other exhibits or demonstrations by permit or other ordinance.
- F. Nothing in this section applies to robots that are operating in compliance with all posted regulations.

**SECTION 4.** *That a new section 10.02.040, entitled Autonomous Vehicles, is added to the Coeur d'Alene Municipal Code as follows:*

**10.02.040: Autonomous Vehicles:**

The safe operation of autonomously-operated motor vehicles is permitted upon city streets, provided such operation complies with all applicable city, state and federal laws.

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

**SECTION 6.** Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the City of Coeur d'Alene City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

**SECTION 7.** The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

**SECTION 8.** After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

*Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on \_\_\_\_\_, 2014.*

APPROVED, ADOPTED and SIGNED this 5th day of August, 2014.

\_\_\_\_\_  
Steve Widmyer, Mayor

ATTEST:

\_\_\_\_\_  
Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTIONS 4.05.030, 4.25.080, 4.25.120 AND ADDING A NEW SECTION 10.02.030 TO PROVIDE A DEFINITION OF ROBOT, AUTHORIZE THE USE OF ROBOTS ON PUBLIC PROPERTY AND THE USE OF AUTONOMOUSLY OPERATED VEHICLES ON CITY STREETS; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; PROVIDING THE PUBLICATION OF A SUMMARY AND PROVIDING AN EFFECTIVE DATE; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. \_\_\_\_\_ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

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Renata McLeod, City Clerk

## STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. \_\_\_\_\_, AMENDING SECTIONS 4.05.030, 4.25.080, 4.25.120 AND ADDING A NEW SECTION 10.02.030 TO PROVIDE A DEFINITION OF ROBOT, AUTHORIZE THE USE OF ROBOTS ON PUBLIC PROPERTY AND THE USE OF AUTONOMOUSLY OPERATED VEHICLES ON CITY STREETS, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this            day of August, 2014.

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Warren J. Wilson, Chief Deputy City Attorney

**STAFF REPORT**

**DATE:** July 31, 2014  
**FROM:** Mike Gridley – City Attorney  
Troy Tymesen – Finance Director/City Administrator  
**SUBJECT:** City purchase of BNSF Railroad right of way – Report on funding options;

=====

**DECISION POINT:**

Should the City fund the purchase of the BNSF Railroad right of way by partnering with LCDC and using fund balance and/or internal borrowing from utility funds with repayment made through collection of annexation fees and the sale of surplus right of way?

**HISTORY:**

On July 15 city council authorized the purchase of the BNSF Railroad right of way for \$2.5 million dollars. The property was appraised in November, 2013 at \$4.330 million. BNSF has agreed to give the City sixty days until September 15, 2014 to negotiate the terms of a mutually acceptable Purchase and Sale Agreement and then close on the purchase of the property in December, 2014 or January, 2015. A 10% down payment (\$250,000.00) will be required at the time of signing the Purchase and Sale Agreement.

**FINANCIAL ANALYSIS:**

Staff has identified potential funding sources for the purchase:

- 1) Partner with LCDC to purchase the property. LCDC has expressed support in the past for the acquisition of the railroad right of way located in their River and Lake districts as a way to add public space and create trail connectivity while removing the railroad as a significant impediment to orderly development. The proposal is that LCDC would purchase the railroad property situated in their districts while the City would use its funds to purchase the portion of the right of way that is not within an LCDC district. The city would pay its portion of the purchase price by using fund balance and/or borrowing from a city utility fund. The city’s current fund balance is approximately \$5,000,000.00. Repayment of the fund would be from the collection of annexation fees from properties along the corridor. The attached worksheet shows predicted Atlas Mill site annexation fees of approximately \$1,000,000.00. Additionally, there may be opportunities to sell portions of the right of way that are not needed by the public.

Another method of repayment could be taking foregone taxes. For example, like the successful ADA Sidewalk Compliance program, the city could take \$250,000 annually in foregone taxes to repay the acquisition costs and to pay for public improvements.

The city could also repay the funds used for the acquisition by getting approval for a bond or levy in 2015. Although there is not enough time to run a bond or levy election prior to the expiration of the railroad’s closing date set for the end of this year or January of 2015, a bond or levy election could be held in 2015 that would authorize collection of additional taxes to repay the acquisition funds.

- 2) Encourage LCDC to purchase the property located in their districts and then let the adjoining developers purchase the railroad property that is outside the LCDC districts. The city could then try and negotiate with the developers for waterfront access for the public during the annexation process or try to buy waterfront access from the developers.

**PERFORMANCE ANALYSIS:**

The acquisition of this right of way has been discussed and desired for many years. By purchasing the property in partnership with another public entity (LCDC) the city will have the ability to maximize the public access to the Spokane River while also encouraging planning and development that is beneficial to the community. If we do not purchase the property then the planning, development and use of the property and access to the Spokane River will be largely determined by the developers.

**DECISION POINT/RECOMMENDATION:**

City council should authorize staff to make a formal request to LCDC to partner with the city in the purchase of the BNSF Railroad right of way for \$2,500,000 and also direct staff to arrange funding for the balance of the purchase price not paid by LCDC from fund balance or other city funds.

**STAFF REPORT**

**DATE:** July 31, 2014  
**FROM:** Mike Gridley – City Attorney  
**SUBJECT:** City purchase of BNSF Railroad right of way – Request to direct staff to negotiate a Memorandum of Understanding with adjoining landowners for land exchanges to obtain waterfront access

=====

**DECISION POINT:**

Should the City authorize staff to negotiate with adjoining land owners to exchange portions of the BNSF right of way in Coeur d’Alene to obtain public waterfront access to the Spokane River?

**HISTORY:**

The city is proposing to purchase the BNSF Railroad right of way in the Spokane River corridor. City staff have been contacted by the owners of land on either side of the right of way regarding trading waterfront property that they own along the Spokane River to the city in exchange for portions of right of way that the city is purchasing. Although the BNSF right of way runs near the river in many places, there is no actual waterfront access from the property to the river. One way for the public to gain access to the river along the right of way would be for the city and the waterfront land owners to exchange property.

Conveyance of property by a city is governed by Idaho Code 50-1401, et seq. These statutes set out specific procedures that must be complied with before a city can sell or exchange land. Prior to any sale or exchange there must be a declaration of value and a public hearing. A summary of these statutes is attached.

River’s Edge Apartments, LLC and Stimson Lumber Company have approached city staff with proposals that if the city completes the purchase of the BNSF right of way then the city would negotiate with them to trade parts of the right of way for waterfront property owned by them. This proposed exchange is beneficial to the land owners and the public because it would give the landowners additional room for their developments while giving the public waterfront access to the river. Before the adjoining landowners complete the purchase, annexation and planning for the development of their property they would like some assurance that the city is willing to negotiate for a mutually beneficial land exchange.

**FINANCIAL ANALYSIS:**

It is anticipated that any land exchange would be exchanges for equal value so there would be no financial impact on the city.

**PERFORMANCE ANALYSIS:**

Any actual sale or exchange of city owned property is governed by Idaho Code and requires city council to determine values for land to be exchanged and requires a public hearing process. If the city’s goal is to create more public access along the Spokane River then negotiating mutually beneficial land exchanges can help achieve that goal. If

supported by city council, staff would draft a Memorandum of Understanding (MOU) that would express council's support for negotiating land exchanges that benefit the public and comply with the requirements of Idaho Code. An MOU as proposed would give the adjoining landowners assurance that the city is willing to negotiate in good faith to exchange land to acquire waterfront property for the benefit of the public.

**DECISION POINT/RECOMMENDATION:**

City council should authorize staff to negotiate a Memorandum of Understanding with landowners adjoining the BNSF right of way that would support the option of land exchanges that would allow public access to the Spokane River.

## IDAHO CODE – CITY’S CONVEYANCE OF PROPERTY

**50-1401. Real property owned by cities -- Method of conveyance or exchange.** It is the intent of this chapter that cities of the state of Idaho shall have general authority to manage real property owned by the city in ways which the judgment of the city council of each city deems to be in the public interest. The city council shall have the power to sell, exchange or convey, by good and sufficient deed or other appropriate instrument in writing, any real property owned by the city which is underutilized or which is not used for public purposes.

**50-1402. Declaration of value of property.** Whenever the city council proposes to convey, exchange or offer for sale any real property, it shall first declare the value or minimum price, if any, it intends to receive as a result of such conveyance or exchange. The city council may contract for or provide that the property be appraised under such terms and conditions as may be deemed appropriate by the city council. The declaration, either in the form of a minimum dollar value, or an explanation of an intended exchange or conveyance for other than monetary consideration shall be made on the record at a public meeting of the council. The city council may also declare that the subject property will be offered for sale without establishing a minimum price. Following a declaration of intent to sell or exchange real property, the clerk of the city shall publish a summary of the action taken by the city council in the official newspaper of the city and provide notice of a public hearing before the city council. Notice of the public hearing concerning the proposed exchange or conveyance shall be published in the official newspaper of the city at least fourteen (14) days prior to the date of the hearing.

**50-1403. Disposition after hearing.** After a public hearing has been conducted, the city council may proceed to exchange, convey or offer for sale the real property in question, subject to the restrictions of section [50-1401](#), Idaho Code. The city council shall be governed by the following provisions:

- (1) When the property is offered for sale, the property shall be sold at a public auction to the highest bidder and no bids shall be accepted for less than the minimum declared value previously recorded on the record at a public meeting of the council, provided however, if no bids are received, the city council shall have the authority to sell such property as it deems in the best interest of the city.
- (2) When it is determined by the city council to be in the city's best interest that the property be offered for exchange, the council may do all things necessary to exchange any property owned by the city for real property of equal value pursuant to terms which shall be a matter of public record.
- (3) deleted, not relevant
- (4) When it is determined by the city council to be in the city's best interest that a transfer or conveyance be made, the city council may, by ordinance duly enacted, authorize the transfer or conveyance of any real property owned by such city to any tax supported governmental unit, with or without consideration.
- (5) When it is determined by the city council to be in the city's best interest, the city may transfer property to a trustee for security purposes, or for purposes of accommodating a transaction, or for funding of construction of capital facilities on city owned property.

**50-1404. Terms of sale.** Real property may be sold for cash or on contract for a period not exceeding ten (10) years, with a rate of interest on all deferred payments as determined by the city council. The title to all property sold on contract shall be retained in the name of the city until full payment has been made by the purchaser. Any property sold by the city council under the provisions of this section either for cash or on contract, shall be assessed by the county assessor in the same manner and upon the same basis of valuation as though the purchaser held a record title to the property so sold. The city council shall have authority to cancel any contract of sale pursuant to law, and retain all payments paid thereon, if the purchaser shall fail to comply with any of the terms of the contract. The city council may, by agreement with the purchaser, modify or extend any of the terms of any contract of sale, but the total period shall not exceed ten (10) years.

## POSSIBLE ATLAS MILLSITE ANNEXATION FEES

### Previously Annexed:

Area 1: 22.23 Acre Washington Trust site (owned by Lanzce Douglass).

- Paid: \$10,000.00.
- Still due: \$245,645.00.

Area 2: 2.55 Acre River's Edge Single Family lots site (owned by Lanzce Douglass).

- Paid: \$8,250.00.

### Annexation Pending:

Area 3: 3.85 Acre Parcel River's Edge Senior Apartment site (owned by Lanzce Douglass).

- Scenario 1 (R-34 density): \$98,175.00.\*
- Scenario 2 (C-17 density): \$49,087.50.

### To Be Annexed:

Area 4: 46.48 Acre Old Atlas Mill Site (owned by Stimson Lumber).

- Scenario 1 (Verdis Plan): \$478,192.50.\*
- Scenario 2 (C-17 density): \$592,620.00.
- Scenario 3 (C-17/R-12 split): \$574,372.50.

Area 5: 3.62 Acre BNSF RR Through Area 1.

- Scenario 1 (R-34 density): \$92,412.00.\*
- Scenario 2 (C-17 density): \$46,206.00.
- Scenario 3 (R-12 density): \$32,616.00.

Area 6: 5.266 Acre BNSF RR Through Area 4.

- Scenario 1 (Verdis Plan): \$39,495.00.\*
- Scenario 2 (R-12 density): \$47,394.00.

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Total: \$972,169.50.

# PUBLIC HEARINGS

## City Council STAFF REPORT

DATE: August 5, 2014  
FROM: Christopher H. Bates, Engineering Project Manager   
SUBJECT: Vacation of a Ten Foot Strip of Right-of-Way adjoining the north side of Block 25 of the Lake Shore Addition plat.

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### DECISION POINT

Ted Warne, et al., applicants, owners of the northerly tier of lots in Block 25 of the Lake Shore Addition, are requesting the vacation of a ten foot (10') strip of right-of-way that was dedicated on the Lake Shore Addition plat in 1907.

### HISTORY

The plat of the Lake Shore Addition to Coeur d'Alene was recorded in April 1907. The area to the north of the noted Block 25 of the platted area, was previously platted in 1900 into the Amended Plan of the CITY of COEUR D ALENE. At the time of platting of the Lake Shore Addition, a ten foot (10') strip was dedicated along the northerly boundary of Block 25, the exact purpose being unknown, but presumably either as an alley or additional r/w width. The uncertainty of its purpose is due to the fact that the plat to the north, the Amended Plan of the CITY of COEUR D ALENE had previously dedicated sixty feet (60') of right-of-way along that common boundary of the two plats, and, that sixty foot (60') r/w is shown as Mountain Avenue. The result of the two plat dedications is that seventy feet (70') of right-of-way existed for Mountain Avenue.

Over time as the area developed, the Mountain Avenue roadway was constructed, and it was constructed in the sixty feet (60') of right-of-way that was dedicated on the adjoining plat to the north. The ten feet (10') that was dedicated on the Lake Shore Addition plat eventually became encroached upon by residential improvements of the adjoining lots.

### PERFORMANCE ANALYSIS

The existing seventy foot (70') combined rights-of-way of the two plats exceeds the previous City r/w standard of sixty feet (60') for local streets and the recently revised standard of fifty five feet (55'). The Mountain Avenue street section (36' street width / no sidewalk) is situated wholly within the sixty feet of r/w of the adjoining plat to the north, therefore, vacation of the requested ten foot strip from the Lake Shore Addition would have no impact on the current street section, nor on any future improvements (i.e.: sidewalk placement) should they be installed.

### FINANCIAL ANALYSIS

Vacation of the ten foot strip adjoining the northerly boundary of Block 25 in the Lake Shore Addition would add approximately 4,100 square feet to the County tax role. Although a minor amount, it would be a benefit to the municipality as tax revenue, and, to the residents whose lots adjoin the strip as usable property.

## **RECOMMENDATION**

Recommendation to the City Council would be to approve the vacation of the ten foot (10') strip of right-of-way, giving a pro-rata share to each of the adjoining lots in Block 25 of the Lake Shore Addition.



Area of Request

W 25th

1001

1005

1007

815

1031

1039

1043

1047

1048

1000

839

1020

1033

1040

713

711

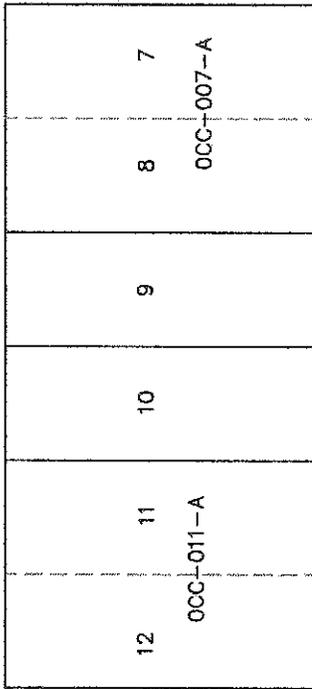
712

777

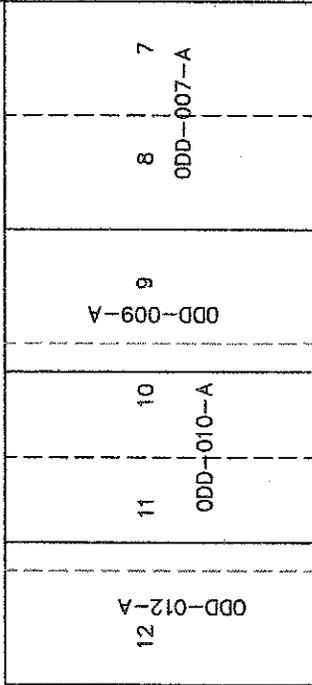
771

# EXHIBIT

CC

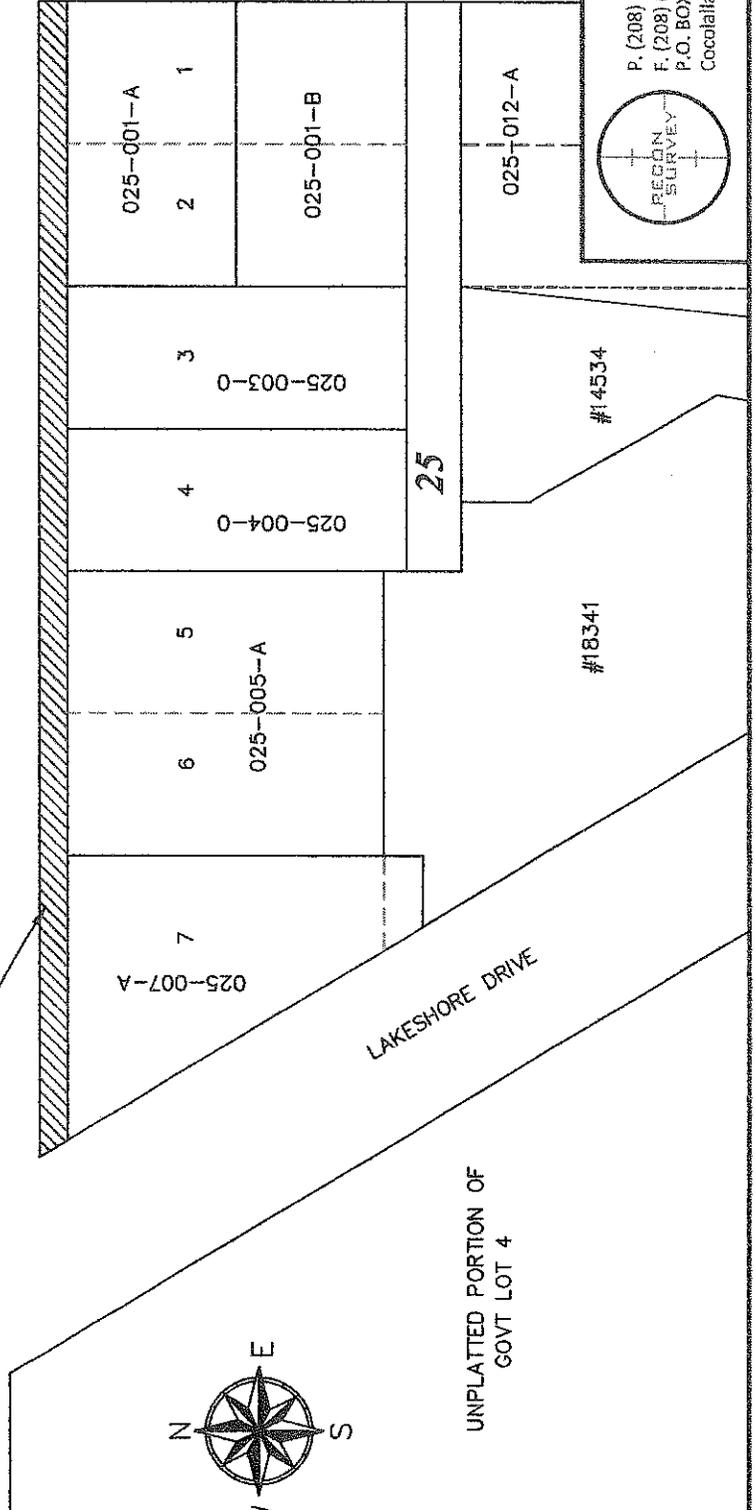


DD



AREA TO BE VACATED

MOUNTAIN AVE.



BY: AB  
 DATE: 06-18-14  
 DWG: EXHIBIT  
 PROJ: 12-059

P. (208) 691-2289  
 F. (208) 665-9511  
 P.O. BOX 322  
 Coocallita, Idaho



INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

**July 21, 2014**  
**PUBLIC WORKS COMMITTEE**  
**MINUTES**  
**4:00 p.m., Library Community Room**

**COMMITTEE MEMBERS PRESENT**

Councilmember Dan Gookin  
Councilmember Woody McEvers  
Councilmember Kiki Miller

**STAFF PRESENT**

Amy Ferguson, Executive Assistant  
Chris Bates, Eng. Proj. Mgr.  
Troy Tymesen, Interim City Administrator  
Kim Harrington, Engineering Tech  
Keith Erickson, Comm. Coordinator

**Item 1            Professional Services Agreement for Right-of-Way Services for Government Way /  
Hanley Avenue – Prairie Avenue**  
**Consent Calendar**

Christopher Bates, Engineering Project Manager, presented a request for approval of a Professional Services Agreement with Columbia Valuation Group, Inc. for right-of-way negotiation services necessary to purchase the additional land necessary for the Government Way / Hanley – Prairie roadway reconstruction project.

Mr. Bates stated in his staff report that the total compensation for the fixed fee agreement is \$189,563. Although the city makes the initial payment to the consultant, the funding for this aspect of the project is provided by federal grant funding with a reimbursement rate of 92.66%. The reimbursement results in a cost to the city of \$13,914, which is then divided between the city, Lakes Highway District, and City of Hayden on a 50/30/20 split. The city's portion is being paid out of impact fees. The work will commence upon the approval of the agreement, and the term of the agreement is for 365 days.

Mr. Bates explained that the contract is for the appraisal of the 47 parcels along Government Way that the city needs to acquire right-of-way from. He also confirmed that the actual purchase of the properties will cost about \$3.2 million, and the city will be reimbursed from federal money for that. This contract starts the ball rolling.

Councilmember Miller asked about the average parcel price. Mr. Bates explained the break down on the parcel costs for the 47 parcels, which is \$4,033.25, which is a savings of \$64.00 per parcel. He also noted that the costs of any potential right-of-way audit are included in the price. The principal would have to do all of the background work and supply all of the materials.

**MOTION: Motion by Gookin, seconded by Miller, to recommend that Council approve Resolution No. 14-\_\_\_ approving the Professional Services Agreement with Columbia Valuation Group, Inc. for negotiation services for the purchase of additional right-of-way for the Government Way reconstruction project, in the amount of \$189,563. Motion carried.**

The meeting adjourned at 4:04 p.m.

Respectfully submitted,

Amy C. Ferguson  
Public Works Committee Liaison