

Coeur d'Alene

CITY COUNCIL MEETING

October 7, 2014

MEMBERS OF THE CITY COUNCIL:
Steve Widmyer, Mayor
Councilmen Adams, Edinger, Evans, Gookin, McEvers, Miller

PRESENTATIONS

PROCLAMATION

WHEREAS, change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places; and

WHEREAS, community planning and plans can help manage this change in a way that provides better choices for how people work and live; and

WHEREAS, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and

WHEREAS, the full benefits of planning requires public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and

WHEREAS, the month of October is designated as National Community Planning Month throughout the United States of America and its territories; and

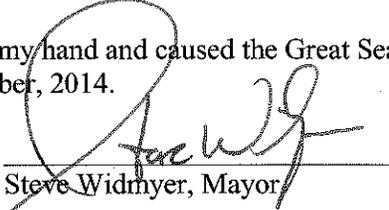
WHEREAS, The American Planning Association and its professional institute, the American Institute of Certified Planners, endorse National Community Planning Month as an opportunity to highlight the contributions sound planning and plan implementation make to the quality of our settlements and environment; and

WHEREAS, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of the members of planning commissions and other citizen planners who have contributed their time and expertise to the improvement of the City of Coeur d'Alene; and

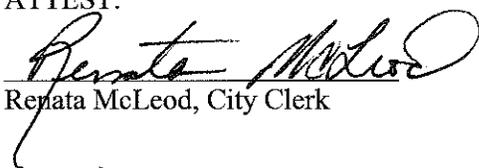
WHEREAS, we recognize the many valuable contributions made by professional community and regional planners to the City of Coeur d'Alene, and extend our heartfelt thanks for the continued commitment to public service by these professionals;

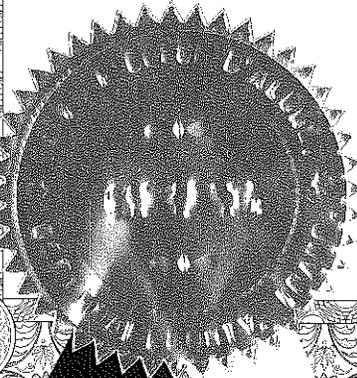
NOW, THEREFORE, I STEVE WIDMYER, Mayor of the City of Coeur d'Alene, Idaho, do hereby proclaim the month of October, 2014 as **COMMUNITY PLANNING MONTH** in the City of Coeur d'Alene, in conjunction with the celebration of National Community Planning Month.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this 7th day of October, 2014.


Steve Widmyer, Mayor

ATTEST:


Renata McLeod, City Clerk



CONSENT CALENDAR

**MINUTES OF A REGULAR MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD IN THE LIBRARY COMMUNITY ROOM
SEPTEMBER 16, 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, September 16, 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 Ron Hunter, Church of the Nazarene

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

AMENDMENTS TO THE AGENDA: There were no amendments to the Agenda.

PRESENTATION: FOUR CORNERS PROJECT UPDATE

Phil Boyd and Dell Hatch, of Welch Comer Engineers, presented an update of the Four Corners Project. Mr. Boyd reviewed the members of the review committee and the tasks and schedule. The project began in August and they anticipate completion of the master planning process in February, or possibly a little later due to challenges in scheduling meetings. Meetings scheduled include committee meetings, workshops, and public information meetings. Mr. Boyd provided a summary of meetings to date and noted that one of the things they focused on was reaching out to as many groups as they could. The intent of the small group meetings was to talk to them and understand what their vision might be. The meetings have been extremely productive.

Councilmember Adams asked if there are any environmental concerns with the property and Mr. Boyd responded not that he is aware of. He explained that the purpose of the Department of Environmental Quality's involvement is that they are interested in participating in stormwater demonstration projects if there are opportunities, and they are also interested erosion along the Spokane River embankment and believe that there are some partnerships that can be formed in that regard.

Councilmember McEvers asked about the skate park being involved in the small group

meetings. Mr. Boyd said they are meeting with the skate park next Wednesday and they have been talking with them since the inception of the project.

Upcoming meetings include meetings with city departments and various committees, and two community workshops to be held in October and November which are intended to be very interactive. There will also be six review committee meetings, and three other public meetings with the Lake City Development Corporation, the Parks & Recreation Commission, and the City Council.

Mr. Hatch reviewed the planning area of the corridor, zones A, B and C. The planning areas were developed into study zones to be able to look at each area in detail. Zone A includes the traditional four corners area that houses Memorial Field, City Park, Independence Point, the waterfront along city park, Mullan Avenue, the county campus, and a portion of the the BLM corridor. Zone B includes the harbor center and sewage treatment plant and a portion of the BLM corridor. Zone C is bordered by the Union Pacific right of way. Mr. Hatch noted that throughout BLM corridor, there is a lot of adjacent private land, and that is why they are talking to some of the small groups because they have a direct interest in some of the things that could be developed. As they move towards Riverstone, they will be exploring links for trails, development, etc.

Councilmember Gookin asked when the project changed from a BLM master plan into a BLM/Four Corners project. Mr. Hatch said that it is his understanding that the Request for Proposals for the project specified that it was a BLM/Four Corners project, and that the Four Corners area has always included the area of City Park. In the RFP, it was described as looking to improvements to City Park, Independence Point, and the walk through.

Councilmember Gookin said that a newspaper article mentioned a meeting that took place and asked Mr. Hatch to explain what took place at the meeting. Mr. Hatch said that at the meeting maps were handed out to the steering committee, who went on a walking tour to familiarize themselves with the area. There were also a couple city staff members who attended. The purpose of the meeting was to walk the corridor and orient the steering committee in regard to the different zones. Councilmember Gookin asked about the questions that were asked during that meeting. Mr. Hatch said some questions were regarding what comments have been received from the public so far. Councilmember Gookin asked if there was any mention during the meeting of multimillion dollar projects. Mr. Hatch said that he didn't recall any multimillion dollar projects being discussed, but they did discuss what it might take to fully renovate Memorial Field's existing grandstand. There are some structural issues with the grandstand and they talked in general that it could be a very expensive fix.

Councilmember Gookin said that he read the minutes that were distributed today and he has received private concerns from the Human Rights Education Institute and the Museum. Mr. Hatch said that he attended a meeting with them yesterday and thinks it was very productive. The museum would like to see a new facility and their fundraising efforts have stalled or been put on hold somewhat. They expressed hope that they would

be located in Zone A or in the Four Corners area. The Human Rights Education Institute shared that they have done some studies in the past on potential expansion of the building they are in. That building also has structural issues. Mr. Hatch said they also met with the carousel people at that time and they expressed a potential, along with the museum representatives, for them to be housed in a joint facility or in a location where they are very close, if not attached.

Councilmember Miller asked how many public meetings have been scheduled. Mr. Hatch said they will have two public workshop meetings and three public presentation meetings. Councilmember Miller asked if they are planning on making the minutes available to the public? Mr. Hatch said they will be giving the minutes to Steve Anthony for distribution.

Councilmember Edinger asked when the next meeting is scheduled. Mr. Hatch said that most of their small group meetings may have been concluded today, with the exception of the meeting with the skateboard representatives on Wednesday of next week. They have yet to schedule a meeting with Brad Cederblom regarding the Idaho Workers Memorial.

Mayor Widmyer asked about the community workshop and how the word was going to get out regarding people getting involved. Mr. Boyd said they have been working with Keith Erickson of the city in developing ways to reach out to the public. As part of the community workshop, one of the things they want to do is reach out and engage people to work with them. He believes that working with the smaller groups, who will in turn engage people to work with them, will enable them to reach a broader portion of the community.

PUBLIC COMMENTS:

Jim Player, Coeur d'Alene, said he is a very new resident of the community, a Vietnam veteran, and currently living in transitional housing. He received a parking ticket while trying to change his driver's license and registration, because it took 2 ½ to 3 hours for him to be helped. He filed an appeal with the Parking Commission and it was ignored. He thinks that decency should prevail and that it was because of extenuating circumstances that he received the ticket. He can't afford \$10.00 for a ticket and hopes that someone will contact him. His address is 1516 E. Sherman Avenue, Apt. 9.

Roy Wargi, 2022 E. Coeur d'Alene Avenue said that he thinks that bicycles should be licensed the same as other vehicles in the city. Mr. Tymesen said that the city has not had bicycle registration for probably the last 15 years, but he would suggest moving the request to the Pedestrian and Bicycle Advisory Committee for further study.

Councilmember Adams said that he is on that committee and bicycle licensing has actually already been studied and they have come to the conclusion that the licensing of bicycles restricts the use of bicycles when their objective is to promote more use of bicycles in the city. Mr. Wargi commented that he has a bicycle that is equipped with turn signals and a brake light, but a lot of bicycles are running around going all directions into late in the evening and it is not right. Without a license, there is no way to identify

who is riding the bicycles. Councilmember Adams said that he thinks there is an ordinance or a state statute that requires lighting for bicycles after dark. Individuals who ride their bicycles without lights after dark are stopped, but are generally not cited.

CONSENT CALENDAR: Motion by McEvers, seconded by Gookin to approve the Consent Calendar.

1. Approval of Council Minutes for September 2, 2014 and September 10, 2014.
2. Approval of Bills as Submitted.
3. Setting of General Services and Public Works Committees meetings for September 22, 2014 at 12:00 noon and 4:00 p.m. respectively.
4. Approval of Cemetery lot transfer from William Monaghan Sr. to William Monaghan, Jr., Lynda Dunham, and Michael Monaghan, Sr.; for Lot CRE 021, Block F, Section Riv, Forest Cemetery Annex.
5. Approval of Cemetery lot re-purchase from Staci Halterman; for Niche 070, 069, Block NGD, Section Riv, Forest Cemetery Annex.
6. Approval of **Resolution No. 14-039:** A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVING S-1-14, ACCEPTANCE OF PUBLIC IMPROVEMENTS, APPROVAL OF MAINTENANCE / WARRANTY AGREEMENT, AND AGREEMENT TO PERFORM SUBDIVISION WORK, AND APPROVAL OF SECURITY FOR LAKE FOREST WEST; APPROVING S-2-03.M.L, ACCEPTANCE OF PUBLIC IMPROVEMENTS, APPROVAL OF MAINTENANCE / WARRANTY AGREEMENT AND SECURITY FOR LANDINGS AT WATERFORD 12TH ADDITION; APPROVING A MEMORANDUM OF AGREEMENT FOR PUD-1-04M.2, BELLERIVE 4TH AND PUD-1-04M.3, BELLERIVE 5TH, WITH RIVERSTONE WATERFRONT, LLC; AND APPROVING A MEMORANDUM OF AGREEMENT FOR PUD-1-14, THE CIRCUIT, WITH ACTIVE WEST DEVELOPMENT.

DISCUSSION: Councilmember Miller asked for a correction of the minutes in regard to comments that she made. She would like the minutes to reflect that she was being inclusive of all who attended the assembly, including “those watching as well as those marching.”

MOTION TO AMEND: Motion by McEvers, seconded by Gookin, to amend his motion to approve the Consent Calendar and correct the council minutes of September 2nd as requested by Councilmember Miller.

DISCUSSION: Councilmember Edinger said that page 7 of the minutes regarding the amendments to Municipal Code 9.52, illegal possession says at the bottom that a Motion was made by Edinger, seconded by Edinger. The motion was actually seconded by Councilmember Evans.

MOTION TO AMEND: Motion by McEvers, seconded by Gookin, to approve the Consent Calendar and correct the council minutes of September 2nd as requested by Councilmember Miller and Councilmember Edinger.

ROLL CALL ON MAIN MOTION AS AMENDED: Evans, Aye; Adams, Aye; McEvers, Aye; Gookin, Aye; Miller, Aye; Edinger, Aye.

Motion carried.

COUNCIL ANNOUNCEMENTS:

Councilmember Miller provided an update on the library annex. She met with the library foundation board, School District 271 administration, and the city's librarian and they all unanimously agreed to move forward with an exploratory committee regarding a joint use facility providing a public library in one of the school locations. Councilmember Miller also presented opening remarks for the Suicide Prevention Action Network's Memory Walk last weekend. Since Coeur d'Alene had a five year history in 2012 of the highest suicide rates in Idaho, it is important to get the message out. The Suicide Prevention Action Network is appreciative that the city is behind their effort to "save the one" and stop preventable tragedy from happening.

Councilmember Evans said that there is a new event coming to downtown Coeur d'Alene in conjunction with the Coeur d'Fondo bike weekend and Oktoberfest. The Coeur d'Alene CritFest will be held on Friday, September 26th. For more information, visit the Coeur d'Fondo website.

Councilmember Gookin encourage the council to relook at the parade ordinance because he thinks one of the side effects of council's action was to throw down a gauntlet to certain people who will raise a level of anxiety among constituents to test the ordinance. By testing the ordinance, they are going to encourage people to walk around in an aggressive manner during the parades. Councilmember Gookin said that he believes in the Second Amendment, but also believes that all rights have limits. He thinks it would be okay if the city allowed concealed weapons, but by banning all weapons, he believes it would encourage other people to be aggressive in their defense, and may result in lawsuits and court actions. He also noted that there are people attending the meeting tonight who are carrying side arms and he doesn't think that was council's intention when they considered public safety.

Councilmember Gookin also commented on the "Rainbow Arch" in McEuen Park. He said that he voted against it, but it went through the process and was approved. A lot of people worked on the committee and the art piece is doing what art does – causing people to talk. In that respect he likes the arch and thinks that it should be left alone.

Councilmember McEvers commented that, even though he missed a lot, his recent vacation was good for his spirit and he feels rejuvenated.

COMMITTEE APPOINTMENTS: Mayor Widmyer asked for the appointment of Melanie Collett to the CDA TV Committee, and the reappointment of Ann Smart to the Library Board.

MOTION: Motion by Edinger, seconded by McEvers, to appoint Melanie Collett to the CDATV Committee and reappoint Ann Smart to the Library Board.

Motion carried.

ADMINISTRATOR'S REPORT:

Mr. Tymesen noted that this is council's last meeting of the fiscal year.

Alliance Data, a credit card customer service provider, officially opened the doors of its Coeur d'Alene center on Monday with a ribbon cutting ceremony attended by Mayor Widmyer. The Coeur d'Alene center, formerly the home of Coldwater Creek, currently employees 100 people, and anticipates a staff of 200 by the end of the year. The company plans to employ up to 400 people by the end of 2015. Also at the ribbon cutting, it was announced that the company is donating \$50,000 to the United Way of Kootenai County to support a "Ready for Kindergarten" program that will serve three communities in the county. Alliance Data Retail Services is based in Columbus, Ohio, and has seven customer care centers nationwide, and manages 135 private label and co-brand credit card programs. Mr. Tymesen thanked Alliance Data and Jobs Plus for helping to bring them here. Personnel, on average, will earn \$45,000 a year.

The Police Department hosted a luncheon today to thank our volunteers who give countless hours to the City and their community while supporting the Police Department. The Police Volunteer Unit was started in 2004 and averages approximately 3,500 hours a year in volunteer time. The national average value of volunteer time is \$22.55 per hour. This equals a savings this year of \$78,925 to the taxpayers of Coeur d'Alene. Since the inception of the program volunteers have logged 46,098 hours at a savings to taxpayers of \$1,039,509. We are grateful for all that they do in our community.

Coeur d'Alene Mayor Steve Widmyer and Council President Woody McEvers recently sat down with new Police Chief Lee White to learn about the chief and his plans for running the police department. The half-hour Coffee with the Mayor segment will run through the month on Channel 19 CDATV (Time Warner Cable).

The police department will participate in a Town Hall meeting tomorrow, September 17th, at 6:00 p.m., at the PD Headquarters, 3818 E. Schreiber Way. The public is invited and encouraged to attend.

The 19th Annual Mayor's Awards in the Arts will be held on Wednesday, October 8th, at 6:00 p.m. at the Hagadone Event Center. Honored this year are Jeni Riplinger for

Education in the Arts, Stephen Shortridge for Excellence in the Arts, and Ruth Pratt for Support of the Arts. The event is presented by the City of Coeur d'Alene Arts Commission and is free and open to the public.

There is a new question on CityPoll: "Have you hiked Tubbs Hill in the past year?" Each month, a CityPoll question is posed on the city's website so the city can learn how the community feels about a particular issue. Responses will be reviewed by city staff and changes will be used in leadership strategic planning as guidance to assure we are offering the best possible services to our citizens.

In 1999, Coeur d'Alene wastewater utility superintendent Sid Fredrickson set out to write a brief 3 to 4 page history/profile on the sewage plant. The project evolved into significantly more than a summary. Nearly 15 years later, Fredrickson recently completed a Comprehensive History of the Wastewater Department for the City of Coeur d'Alene. Fredrickson spent countless hours over the years researching old newspaper articles, wastewater department archives, City Council minutes, and old photos and illustrations to compile an 89-page history of the 75-year-old treatment plant. The treatment plant history can be accessed online at cdaid.org/wastewater. There are also hard copies at City hall, the Wastewater Treatment Plant, Coeur d'Alene Public Library, and the Molstead Library on the North Idaho College campus.

Two weeks ago, the council met with the Spokane River Advisory Ad Hoc Committee. Staff is working with the committee representatives and they have come up with an action plan that they are bringing forward with a recommendation to the Parks & Recreation Commission. They will also be scheduling a workshop with the Council in October.

September means it is time to go back to school and at the Coeur d'Alene Public Library it's time for "Back to Cool." Fall reading programs for all ages started September 9th in the Seagraves Children's Library and will continue through November 21st. A library card is the most important back-to-school supply a child can have. That's why September is Library Card sign up month. Also, in September, the libraries will replace any lost children's library card for free – the replacement cost is normally \$1.00. The Library is also offering a North Idaho Reads program, this year featuring regional author, Jess Walter. For more information, call the Library at 769-2315.

Thanks to a \$30,000 donation from the Coeur d'Alene Association of Realtors, Person Field off 15th Street is getting brand new playground equipment. The collaborative effort involved the Coeur d'Alene School District, Junior Tackle Football Club and city crews who installed the equipment. Persons Field neighbors were also supportive of the project. The Grand Opening and ribbon cutting of the CDA Realtors Association Playground at Person Field will be on September 20th at 11 a.m. Thanks to all that have been involved.

Major renovations are in store for Coeur d'Alene's beachfront Jewett House on East Lakeshore Drive. The 7,000 square foot senior recreation center will be closed September 15 – 30 as \$35,000 in upgrades are performed. Renovations include removing

the old carpet on the first floor, stairways and second story entryway and restoring the original wood flooring. Other improvements include repainting the first floor interior and widening the circular driveway to accommodate handicap parking and emergency services vehicles. An anonymous \$50,000 donation will pay for the upgrades. The remaining \$15,000 will be used for future upkeep, including exterior painting. This is all a part of the city's ongoing commitment to the Potlatch Corporation and the Jewett family to maintain the facility.

Following through on a commitment to be readily accessible to all citizens, 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 icon shown on the screen.

The city is recruiting for City Administrator, Parks Maintenance Worker, and Water Utility Worker I. Please visit the city website and click on the "Job Posting" icon on the main page for a list of current openings at the City of Coeur d'Alene.

RESOLUTION 14-040

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A CONTRACT WITH TW TELECOM HOLDINGS, INC TO PROVIDE TELEPHONE AND LONG DISTANCE SERVICE FOR THE CITY'S LANDLINE BASED SYSTEM.

STAFF REPORT: Kirk Johnson, I.T. Network Administrator, presented a request for approval of the Service Order with TW Telecom Holdings, Inc., providing for telephone and long distance service for the city's landline-based phone system. Mr. Johnson explained that the City of Coeur d'Alene has been using XO Communications for telephone and long distance service for the last several years. Through competitive quoting, they found that TW Telecom can provide the same service at a lower price. Estimated savings on a 3 year contract with TW Telecom is projected to be \$21,879.00.

Mr. Johnson noted that the city will be saving \$607.00 per month, and that this contract is for the internal phones that the city has in all of its buildings.

Councilmember Gookin thanked Mr. Johnson for taking the contract out to bid and noted that it has been one of his sore points for a lot of the things that they do.

MOTION: Motion by McEvers, seconded by Adams to approve Resolution No. 14-040, approving an agreement with TW Telecom Holding, Inc. for telephone and long distance services.

DISCUSSION: Councilmember Adams commented that as a small business owner, he realizes that land lines still have their place.

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

Motion carried.

PUBLIC HEARING: Amendment to Annual Appropriation for Fiscal Year October 1, 2013 through September 30, 2014

Mayor Widmyer gave the rules of order for this Legislative public hearing.

STAFF REPORT: Vonnie Jensen, Deputy Finance Director said that the budget amendment shows increases in expenditures due to carryovers of projects, a retirement accumulated leave payout, additional overtime in Police and Fire, state and federal grants received, and a vehicle purchased with funds received from the school district. Additional revenue of \$377,747 is projected to be received in the General Fund to cover the increased expenses for the fiscal year and \$1,667,475 is projected to come from the fund balance for project carryovers and a transfer to the Insurance Fund.

Ms. Jensen reviewed a ten year history of the General Fund balance, budgeted expenditures, and the fund balance shortage/overage for each fiscal year. She noted that McEuen Park, Persons Field and finishing up of a large settlement were completed without dipping into the fund balance.

Ms. Jensen reviewed foregone taxes and tax increases over the last ten years, along with the city's valuation and levy rates.

Councilmember McEvers asked about the levy rate. Ms. Jensen said that as property values go up, the levy rate will go down, as long as everything else stays the same.

Ms. Jensen reviewed the annual appropriation ordinance for 2013-14 and noted that the total citywide amendment is \$5.3 million, but of that amount more than half was for projects that were budgeted in 2013 and completed in 2104. Carryovers from the previous year included McEuen Park and the Wastewater Treatment Plant expansion project.

Councilmember Gookin asked about the Sanitation Fund. Ms. Jensen said that the expenditures were higher this year than what was budgeted. Councilmember Gookin said he thought that was addressed with the rate increase last year. Mr. Tymesen commented that the city is catching up on that fund and there were more expenses than were anticipated.

Councilmember Gookin said that he receives a lot of feedback from the public regarding the appropriation ordinance and people wondering why the city is over budget. His understanding is that the city is paying off things that were budgeted in prior years that

were carried forward into the current year, and the way they account for that is to amend the budget to include those expenses. Ms. Jensen said that when they do their budget in June, they don't know how far along budgeted projects will be and so they wait until the end of the year to see how much more of the project wasn't completed the first year and then amend for it. She confirmed that state law allows them to do this and noted that the only thing that the state code doesn't allow is the use of more property taxes. Anything amended from the budget has to be from other new revenues or the Fund Balance left over from previous years.

Councilmember Adams said that he voted against the last two budgets and asked what would happen if the council voted against the amendment. Ms. Jensen responded that they would have to put a note in their audit report that they were out of compliance. Mr. Tymesen said that it would look like a red flag on the city's credit file and it wouldn't look good because they have loans with the Department of Environmental Quality so that probably would prohibit them from going forward since they are out of compliance. It would be frowned upon by anyone who wanted to deal with the city on a financial basis.

The mayor called for public comment.

PUBLIC COMMENTS: There were no public comments.

ORDINANCE NO. 3493
COUNCIL BILL NO. 14-1018

AN ORDINANCE AMENDING ORDINANCE 3469, THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2013 APPROPRIATING THE SUM OF ~~\$77,853,494~~ \$83,192,716, WHICH SUM INCLUDES ADDITIONAL MONIES RECEIVED BY THE CITY OF COEUR D'ALENE IN THE SUM OF \$5,339,222; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND PROVIDING AN EFFECTIVE DATE HEREOF.

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

Section 1

That Section 1 of Ordinance 3469, Ordinance of the City of Coeur d'Alene, be and the same is hereby amended to read as follows:

That the sum of ~~\$77,853,494~~ \$83,192,716, be and the same is hereby appropriated to

defray the necessary expenses and liabilities of the City of Coeur d'Alene, Kootenai County, Idaho, for the fiscal year beginning October 1, 2013.

Section 2

That Section 2 of Ordinance 3469; Ordinances of the City of Coeur d'Alene be and the same is hereby amended to read as follows:

That the objects and purposes for which such appropriations are made are as follows:

GENERAL FUND EXPENDITURES:

Mayor and Council	\$	224,206	
Administration		388,505	
Finance Department		713,701	
Municipal Services		1,411,958	
Human Resources		274,471	
Legal Department		1,481,826	
Planning Department		442,225	
Building Maintenance		422,261	
Police Department		10,503,340	10,604,340
Drug Task Force		70,258	

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ADA Sidewalks	248,844	
Byrne Grants		
COPS Grant	116,206	
Fire Department	7,930,410	8,047,679
General Government	216,920	816,920
Engineering Services	1,265,481	2,471,434
Streets/Garage	2,457,859	
Parks Department	1,925,661	
Recreation Department	755,235	776,235
Building Inspection	893,846	
TOTAL GENERAL FUND EXPENDITURES:	<u>\$ 31,743,213</u>	<u>33,788,435</u>
SPECIAL REVENUE FUND EXPENDITURES:		
Library Fund	\$ 1,327,173	1,331,173
Community Development Block Grant	297,298	
Impact Fee Fund	731,710	
Parks Capital Improvements	460,800	
Annexation Fee Fund	14,000	
Insurance / Risk Management	280,000	430,000
Cemetery Fund	272,255	
Cemetery Perpetual Care Fund	98,000	
Jewett House	59,640	
Reforestation / Street Trees / Community (68,500	
Arts Commission	6,600	
Public Art Funds	250,800	
TOTAL SPECIAL FUNDS:	<u>\$ 3,866,776</u>	<u>\$ 4,020,776</u>
ENTERPRISE FUND EXPENDITURES:		
Street Lighting Fund	\$ 572,000	
Water Fund	8,202,517	
Wastewater Fund	20,877,169	22,977,169
Water Cap Fee Fund	1,100,000	
WWTP Cap Fees Fund	900,000	
Sanitation Fund	3,499,362	3,539,362
City Parking Fund	179,957	
Drainage Fund	1,016,995	
TOTAL ENTERPRISE EXPENDITURES:	<u>\$ 36,348,000</u>	<u>\$ 38,488,000</u>
FIDUCIARY FUNDS:	\$ 2,567,700	
STREET CAPITAL PROJECTS FUNDS:	2,072,370	3,072,370
DEBT SERVICE FUNDS:	1,255,435	
GRAND TOTAL OF ALL EXPENDITURES:	<u>\$77,853,494</u>	<u>\$83,192,716</u>

Section 3

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

Section 4

This ordinance shall take effect and be in full force upon its passage, approval and publication in one (1) issue of the Coeur d'Alene Press, a newspaper of general circulation published within the City of Coeur d'Alene and the official newspaper thereof.

MOTION by McEvers, seconded by Gookin, to pass the first reading of Council Bill No. 14-1018.

ROLL CALL: McEvers, Aye; Gookin, Aye; Miller, Aye; Edinger, Aye; Evans, Aye; Adams, Nay.

Motion carried with Councilmember Adams voting No.

MOTION by Gookin, seconded by Edinger, to suspend the rules and to adopt Council Bill 14-1018 by its having had one reading by title only.

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

Motion carried.

PUBLIC HEARING: Resolution No. 14-041; Fee Increases for Municipal Services Department; Parks Department; and Water Department

Mayor Widmyer read the rules of order for this Legislative public hearing.

STAFF REPORT: Troy Tymesen, Interim City Administrator, presented a request for approval of fee increases as proposed by the Municipal Services Department, Parks Department, and Water Utility Department. He noted that the city is required to hold a public hearing for proposed fee increases that exceed 5%.

Mr. Greenwood, Interim Parks Director, clarified the Parks Department fee increases and noted that the charges for "opening and closing" in the cemetery were changed in 2010 and will remain the same. They are providing a niche vase as a new service. Additionally, they are seeing more and more people buying flat headstones online and shipping them to the Parks Department directly. The Cemetery division can do the

“collar” for the headstone in house and set the stone as a new service. Mr. Greenwood also said that the alcohol security permit is being increased by \$4.00 because they subcontract it out and the fees are going up through the subcontractor. There are also new fees associated with the McEuen pavilion. He confirmed that the fees for resident and non-resident have been in place for four or five years.

Councilmember Gookin asked if the Parks Department has figured out how to separate the McEuen pavilion into sides. Mr. Greenwood said they have yet to have a conflict where there are two events going on at the same time, but they have some stanchions so that if someone wanted to rent half of the pavilion, the public would still have access to the other half.

Mr. Tymesen said that the Municipal Services Department will be bring forward a new permit process for door-to-door solicitation at a future date, but because it has to be noticed in a public hearing, they are proposing a fee of \$50.00. If council does not adopt the door-to-door solicitation process, the fee would not be applicable. Mr. Tymesen also confirmed that the fee is in line with what other entities charge.

The Water Department is lowering their one-time bulk water base rate minimum charge. There are also progressive penalties proposed for commercial entities that use bulk water and don't provide log sheets. Mr. Tymesen confirmed that the log sheet can be scanned, emailed, or faxed and the entities do not need to personally deliver them.

Mr. Tymesen explained that a proposed fee for improper operation of water facilities and noted that in the interest of public safety, the Water Department provides water meter shut off services. If someone is discovered to be turning off water service they will be warned one time, and if there is a second offense, the fee will increase. The goal is to obtain compliance.

Mr. Tymesen said that all of the fees are set up to cover the cost of service or provide a penalty for noncompliance.

Councilmember McEvers said that he has a problem with not being able to turn off his own water if he has having a problem and asked about night, weekend and Saturday situations. Mr. Tymesen said that the Water Department can accommodate weekend activity as there are people on call. He further explained that it is becoming a problem for the Water Department in that they are finding water meter sets that are filled with rock and have broken valves, etc. The meters are city property, protecting the city's water system. They don't expect to collect much revenue with the fee, but want to be able to penalize those people who abuse the system. Mr. Tymesen noted that the exposure the city has with contaminated water is very large and that is why backflow tests are so important. It is one of the biggest risks for the health of the community and the city takes it very seriously.

The mayor called for public comment.

PUBLIC COMMENT: There were no public comments.

RESOLUTION NO. 14-041

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

MOTION by Gookin, seconded by Edinger, to approve Resolution No. 14-041 authorizing Fee increases and one fee decrease for the Municipal Services Department, Parks Department, and Water Department.

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

Motion carried

PUBLIC HEARING: Sale of city-owned real property by sealed bid, a 50 foot square parcel located at the intersection of 9th Street and Locust Avenue and further described by the County Alternate Identification Number (AIN) 199985.

Mayor Widmyer read the rules of order for this Legislative public hearing.

STAFF REPORT: Troy Tymesen, Interim City Administrator, presented a request that City property at 9th and Locust be declared surplus, that a minimum value of \$1,000 for the parcel be set, and that a public hearing be held of the City's intent to sell the property by sealed bid auction, as allowed by State Code. Mr. Tymesen explained that the Water Fund owns a 50 foot square parcel that originally was the site of a booster station. System improvements rendered the station unnecessary and it was removed more than 40 years ago. The property has sat vacant since that time. The lot is too small to allow much in the way of development. The property brings no revenue into the fund and is a liability. Its value to the City is minimal. Staff proposes setting the starting bid to meet the costs of the sale, estimated to be \$1,000.

Mr. Tymesen noted that the most probable use of the property would be by an adjoining property owner. The city will contact both property owners and the entire process should take about eight weeks.

Councilmember Gookin asked what would happen if the property didn't sell. Mr. Tymesen said they might partner with a group that would like to have a garden who could oversee it. He also confirmed that the money received from the sale would go into the Water Fund.

The mayor called for public comment.

PUBLIC COMMENT: There were no public comments.

MOTION by McEvers, seconded by Evans to authorize the sale of city-own real property by sealed bid, a 50 foot square parcel located at the intersection of 9th Street and Locust Avenue and further described by the County Alternate Identification Number (AIN) 199985.

Motion carried.

EXECUTIVE SESSION: MOTION by Gookin, seconded by McEvers , to enter into Executive Session as provided by Idaho Code 67-2345 § (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 and § (c) To conduct deliberations concerning labor negotiations or to acquire an interest in real property which is not owned by a public agency.

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

Motion carried

The City Council entered into Executive Session at 7:23 p.m. Those present were the Mayor, City Council, Interim City Administrator, and City Attorney. Council returned to regular session at 7:55 p.m.

MOTION by Edinger, seconded by McEvers, to authorize staff to bring forward Consultation Agreements with Patrick Sullivan, Richard Fields, and Gregory Willette via Resolution under the Consent Calendar at a future council meeting. **Motion carried.**

MOTION by Edinger, seconded by McEvers, to approve the amendment to the Separation Incentive Agreement with Steve Anthony to extend the separation date. **Motion carried.**

MOTION by Edinger, seconded by Evans, to approve the amendment to the Separation Incentive Agreement with Sid Fredrickson to extend the separation date. **Motion carried.**

ADJOURNMENT: MOTION by Gookin, seconded by Evans that there being no other business this meeting be adjourned.

The meeting adjourned at 7:57 p.m.

Steve Widmyer, Mayor

ATTEST:

Amy Ferguson, Deputy City Clerk

DATE: SEPTEMBER 25, 2014

TO: MAYOR AND CITY COUNCIL

FROM: PLANNING DEPARTMENT

RE: SETTING OF PUBLIC HEARING DATE: NOVEMBER 4, 2014

Mayor Widmyer,

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

<u>ITEM NO.</u>	<u>REQUEST</u>	<u>COMMISSION ACTION</u>	<u>COMMENT</u>
SP-6-14	Requested Appeal Applicant: Dehm Investments Location: 370 E. Kathleen Ave, Suite 800 Request: A proposed Commercial Recreation special use permit in the C-17L (Commercial Limited) zoning district	Recommended APPROVAL	Quasi-Judicial

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **November 4, 2014.**

RESOLUTION NO. 14-042

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVING SS-2-3, ACCEPTANCE OF FINAL PLAT; PUBLIC IMPROVEMENTS, APPROVAL OF MAINTENANCE / WARRANTY AGREEMENT, APPROVAL OF SECURITY OF PEREIRA 3RD ADDITION; APPROVAL OF CONSULTATION AGREEMENT WITH PATRICK SULLIVAN; APPROVAL OF CONSULTATION AGREEMENT WITH RICHARD FIELDS; APPROVAL OF CONSULTATION AGREEMENT WITH GREGORY WILLETTE; APPROVAL OF A MEMORANDUM OF AGREEMENT FOR PUD-2-14 (RIVIERA WALK); LETTER OF AGREEMENT WITH MAGNUSON, MCHUGH & COMPANY, PA TO CONDUCT THE 2013-14 FISCAL YEAR AUDIT; APPROVAL OF THE SURPLUS 2002 PONTIAC BONNEVILLE SEDAN #402 FROM THE WASTEWATER DEPARTMENT; AND APPROVAL OF BENEFIT PLAN CHANGES AND RENEWAL RATES.

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

- A) Approving SS-2-3, Acceptance of Final Plat; Public Improvements, Approval of Maintenance / Warranty Agreement, approval of Security of Pereira 3rd Addition;
- B) Approval of a Consultant Labor Services Agreement Patrick Sullivan;
- C) Approval of Consultant Labor Services Agreement with Richard Fields;
- D) Approval of Consultant Labor Services Agreement with Gregory Willette;
- E) Approval of a Memorandum of Agreement for PUD-2-14 (Riviera Walk);
- F) Letter of Agreement with Magnuson, McHugh & Company, PA to conduct the 2013-14 Fiscal Year Audit;
- G) Approval of the Surplus 2002 Pontiac Bonneville Sedan #402 from the Wastewater Department;
- H) Approval of Benefit Plan Changes and Renewal Rates;

AND;

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

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

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

DATED this 7th day of October, 2014.

Steve Widmyer, Mayor

ATTEST

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER ADAMS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

**CITY COUNCIL
STAFF REPORT**

DATE: October 7, 2014
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: **Pereira 3rd Addition: Final Plat Approval, Acceptance of Improvements, Maintenance/Warranty Agreement and Security Approval**

DECISION POINT

Staff is requesting the following:

1. Approval of the final plat document, a four (4) lot manufacturing development.
2. Acceptance of the installed public infrastructure improvements for the Pereira 3rd Addition.
3. Approval of the Maintenance/Warranty Agreement and security.

HISTORY

- a. Applicant: Kris Pereira
GP Land Company
3893 N. Schreiber Way
Coeur d'Alene, ID 83815
- b. Location: North side of Schreiber Way, south of Kathleen Avenue.
- c. Previous Action:
 1. Preliminary plat approval, March 2013.

FINANCIAL ANALYSIS

The developer is installing the required warranty bond (10%) to cover any maintenance issues that may arise during the one (1) year warranty period that will commence upon this approval, and terminate, on September 16, 2015. The amount of the security provided is \$3,754.00.

PERFORMANCE ANALYSIS

The developer has installed all the required public sewer and water utility improvements, and the responsible City departments have approved the installations and found them ready to accept. Acceptance of the installed improvements will allow the issuance of all available building permits for this development. The City maintenance will be required to start after the one (1) year warranty period expires.

DECISION POINT RECOMMENDATION

1. Approve the final plat document.
2. Accept the installed public infrastructure improvements.
3. Approve the Maintenance/Warranty agreement and accompanying security.

Pereira 3rd Addition

BOOK _____, PAGE _____
INST. No. _____

CONFORM COPY

A REPLAT OF LOTS 1 AND 3, BLOCK ONE, PEREIRA 2nd ADDITION,
IN SEC. 2, T.50N., R.4W., B.M.,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

OWNER'S CERTIFICATE

BE IT KNOWN THAT GP LAND COMPANY, AN IDAHO LIMITED LIABILITY COMPANY, THE RECORD OWNER OF THE REAL PROPERTY DESCRIBED IN THIS CERTIFICATE HAS CAUSED THE SAME TO BE SURVEYED AND DIVIDED INTO LOTS AND BLOCKS TO BE KNOWN AS PEREIRA THIRD ADDITION, BEING A REPLAT OF LOTS 1 AND 3, BLOCK ONE OF PEREIRA SECOND ADDITION, BOOK K, PAGE 228, RECORDS OF KOOTENAI COUNTY, IN A PORTION OF SECTION 2, TOWNSHIP 50 NORTH, RANGE 4 WEST, 5. M., IN THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1, BLOCK ONE OF SAID PEREIRA SECOND ADDITION, SAID CORNER BEING THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE ALONG THE BOUNDARY LINE OF SAID PEREIRA SECOND ADDITION, N 01° 29' 02" E, 541.09 FEET; THENCE N 07° 30' 35" E, 129.97 FEET; THENCE S 88° 31' 01" E, 348.97 FEET; THENCE S 01° 29' 16" W, 174.83 FEET TO THE NORTHEAST CORNER OF LOT 2, BLOCK ONE OF SAID PEREIRA SECOND ADDITION; THENCE ALONG THE BOUNDARY LINE OF SAID LOT 2, N 88° 31' 19" W, 164.95 FEET; THENCE S 01° 27' 38" W, 286.36 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE ALONG THE SAID BOUNDARY LINE OF SAID PEREIRA SECOND ADDITION, N 89° 31' 38" W, 185.88 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE NORTH; THENCE S 33 FEET ALONG SAID CURVE HAVING A RADIUS OF 240.00 FEET, A CENTRAL ANGLE OF 02° 13' 39", A CHORD BEARING OF N 87° 23' 27" W AND A CHORD DISTANCE OF 9.33 FEET, TO THE TRUE POINT OF BEGINNING; CONTAINING APPROXIMATELY 2.732 ACRES, MORE OR LESS.

THE OWNER HEREBY GRANTS THE FOLLOWING EASEMENTS:

- 1) A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, AND UTILITIES AS SHOWN FOR THE MUTUAL BENEFIT OF EACH LOT AND THE BENEFIT OF LOTS 1 AND 2, BLOCK ONE, PEREIRA SUBDIVISION.
- 2) TO THE CITY OF COEUR D'ALENE, A 30.0 FOOT WIDE SANITARY SEWER LINE AND WATER LINE EASEMENT AS SHOWN HEREON FOR RIGHTS OF INGRESS AND EGRESS FOR THE INSTALLATION, IMPROVEMENT, OPERATION AND MAINTENANCE OF SAID LINES. NO BUILDING, STRUCTURE, OR IMPROVEMENT SHALL BE ERRECTED OR CONSTRUCTED OTHER THAN DRIVEWAY OR SIDEWALK, NOR SHALL ANY TREES OR PLANTS OR ANY OTHER VEGETATION OR FLORA BE PLANTED, EXCEPT GRASS, WITHIN SAID EASEMENTS, NOR SHALL THE EXISTING GROUND ELEVATIONS BE INCREASED OR DECREASED WITHOUT THE EXPRESS WRITTEN APPROVAL OF THE CITY OF COEUR D'ALENE.

THE OWNER RESERVES THE EASEMENTS AS SHOWN HEREON AND ANY OTHER SUCH EASEMENT THAT MAY BE OF RECORD OR IN VIEW, WATER SERVICE TO EACH LOT PLATTED HEREIN WILL BE PROVIDED BY THE CITY OF COEUR D'ALENE.
SANITARY SEWER SERVICE TO EACH LOT PLATTED HEREIN WILL BE PROVIDED BY THE CITY OF COEUR D'ALENE.

KRIS PEREIRA, MANAGING MEMBER

STATE OF IDAHO, COUNTY OF KOOTENAI, SS

ON THIS _____ DAY OF _____ IN THE YEAR _____ BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED KRIS PEREIRA, KNOWN OR IDENTIFIED TO ME (OR PROVED TO ME ON THE OATH OF SAID STATE), TO BE THE MANAGER OR A MEMBER OF THE LIMITED LIABILITY COMPANY THAT EXECUTED THE INSTRUMENT OR THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY AND ACKNOWLEDGED TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME.

NOTARY PUBLIC _____
RESIDING AT _____
MY COMMISSION EXPIRES: _____

SURVEYOR'S CERTIFICATE

I, RUSSELL G. HONSAKER, P.L.S. No. 5289, STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED BY ME OR UNDER MY SUPERVISION IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO AS PERTAINING TO PLATS AND SURVEYS.

RUSSELL G. HONSAKER, P.L.S. No. 5289



CITY COUNCIL APPROVAL

THIS PLAT ACCEPTED AND APPROVED BY THE CITY COUNCIL OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ON THE _____ DAY OF _____, 20____.

MAYOR CITY OF COEUR D'ALENE _____ ENGINEER CITY OF COEUR D'ALENE _____

CLERK CITY OF COEUR D'ALENE _____

PANHANDLE HEALTH DISTRICT I

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON A REVIEW BY A QUALIFIED LICENSED PROFESSIONAL ENGINEER (GLPE) REPRESENTING CITY OF COEUR D'ALENE) AND THE GLPE APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. WATER AND SEWER LINE HAVE BEEN COMPLETED AND SERVICES CERTIFIED AS AVAILABLE. SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH SECTION 50-1328, IDAHO CODE BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

SANITARY RESTRICTION SATISFIED _____
AND LIFTED THIS _____ DAY _____
OF _____, 20____.
PANHANDLE HEALTH DISTRICT I

KOOTENAI COUNTY TREASURER

I HEREBY CERTIFY THIS _____ DAY OF _____, 20____, THAT THE REQUIRED TAXES ON THE HEREIN DESCRIBED LAND HAVE BEEN PAID THRU _____.

KOOTENAI COUNTY TREASURER _____

KOOTENAI COUNTY SURVEYOR

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND APPROVE THE SAME FOR FILING THIS _____ DAY OF _____, 20____.



KOOTENAI COUNTY RECORDER

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO, AT THE REQUEST OF THIS _____ DAY OF _____, 20____, AT _____ M., _____, _____, IDAHO. AND DULY RECORDED IN PLAT BOOK _____, PAGE _____, INST. # _____.
FEE \$ _____

KOOTENAI COUNTY RECORDER _____

Pereira 3rd Addition

SCALE: 1"=40' 2-50N-4W C357-4I
DATE: 01/19/13
DRAWN BY: DWL
PLAT: C357-PLAT 3rd

FRANK & SIBTANA, PA
Consulting Engineers

801 Blunk St. Coeur d'Alene, Idaho 83814
P: 208.664.2111 Fax: 765.552.0241 email: info@frankpa.com

SHEET 2 OF 2

AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK
Pereira 3rd Addition

THIS AGREEMENT made this ____ day of September, 2014 between GP Land Company, LLC, whose address is 3893 N. Schreiber Way, Coeur d'Alene, ID, 83815, with Kris Pereira, Managing Manager, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved the final subdivision plat of Pereira 3rd Addition, a four (4) lot, manufacturing development in Coeur d'Alene, situated in the northwest ¼ of Section 2, Township 50 North, Range 4 West, B.M., Kootenai County, Idaho; and

WHEREAS, the Developer has completed the installation of certain public improvements in the noted subdivision as required by Title 16 of the Coeur d'Alene Municipal Code and is required to warrant and maintain the improvements for one year; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to maintain and warrant for a period of one year from the approval date of this agreement, the public improvements as shown on the construction plans entitled "Driveway, Water, Sewer and Drainage Plan Pereira 3rd Addition", signed and stamped by Michael L. Paul, PE, # 11038, dated August 6, 2013, including but not limited to: sanitary sewer main line and lateral services, and, potable water main line and lateral services, as required under Title 16 of the Coeur d'Alene Municipal Code.

The Developer herewith delivers to the City, security in a form acceptable to the City, for the amount of Three Thousand Seven Hundred Fifty Four and 00/100 Dollars (\$3,754.00) securing the obligation of the Developer to maintain and warrant the public subdivision improvements referred to herein. The security shall not be released until the 16th day of September, 2015. The City Inspector will conduct a final inspection prior to the release of the security to verify that all installed improvements are undamaged and free from defect. In the event that the improvements made by the Developer were not maintained or became defective during the period set forth above, the City may demand the funds represented by the security and use the proceeds to complete maintenance or repair of the improvements thereof. The Developer further agrees to be responsible for all costs of warranting and maintaining said improvements above the amount of the security given.

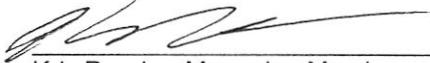
Owner's Reimbursement to the City: The Parties further agree that the City has utilized substantial staff time to prepare this agreement, which will benefit the Owner. The Parties further agree the City should be reimbursed a reasonable fee for its costs to prepare such agreement. The Parties further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

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

City of Coeur d'Alene

GP Land Company, LLC

Steve Widmyer, Mayor



Kris Pereira, Managing Member

ATTEST

Renata McLeod, City Clerk

Maintenance/Warranty Agr. re: Res.# 14-_____

AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK
Pereira 3rd Addition

Bond No: 9154501
Premium: \$51.00

THIS AGREEMENT made this 29th day of September, 2014 between GP Land Company, LLC, whose address is 3893 N. Schreiber Way, Coeur d'Alene, ID, 83815, with Kris Pereira, Managing Manager, hereinafter referred to as the "Developer," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "City";

WHEREAS, the City has approved the final subdivision plat of Pereira 3rd Addition, a four (4) lot, manufacturing development in Coeur d'Alene, situated in the northwest ¼ of Section 2, Township 50 North, Range 4 West, B.M., Kootenai County, Idaho; and

WHEREAS, the Developer has completed the installation of certain public improvements in the noted subdivision as required by Title 16 of the Coeur d'Alene Municipal Code and is required to warrant and maintain the improvements for one year; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to maintain and warrant for a period of one year from the approval date of this agreement, the public improvements as shown on the construction plans entitled "Driveway, Water, Sewer and Drainage Plan Pereira 3rd Addition", signed and stamped by Michael L. Paul, PE, # 11038, dated August 6, 2013, including but not limited to: sanitary sewer main line and lateral services, and, potable water main line and lateral services, as required under Title 16 of the Coeur d'Alene Municipal Code.

The Developer herewith delivers to the City, security in a form acceptable to the City, for the amount of Three Thousand Seven Hundred Fifty Four and 00/100 Dollars (\$3,754.00) securing the obligation of the Developer to maintain and warrant the public subdivision improvements referred to herein. The security shall not be released until the 16th day of September, 2015. The City Inspector will conduct a final inspection prior to the release of the security to verify that all installed improvements are undamaged and free from defect. In the event that the improvements made by the Developer were not maintained or became defective during the period set forth above, the City may demand the funds represented by the security and use the proceeds to complete maintenance or repair of the improvements thereof. The Developer further agrees to be responsible for all costs of warranting and maintaining said improvements above the amount of the security given.

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

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

City of Coeur d'Alene

GP Land Company, LLC

Steve Widmyer, Mayor

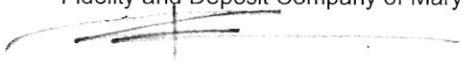


Kris Pereira, Managing Member

ATTEST

Fidelity and Deposit Company of Maryland

Renata McLeod, City Clerk



Rosalie A. Miszkiel, Attorney-in-Fact

California All Purpose Acknowledgment

State of California

County of Sacramento

On September 29, 2014, before me, Tina S. Salas, Notary Public
Date Name & Title of Officer/Notary

personally appeared Rosalie A. Miszkiel
Names(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Tina S. Salas
Notary Public



OPTIONAL

(The information below is not required by law)

Description of Attached Document

Title/type of Document _____

Date of Document _____ No. of Pages _____

Other Signer(s) _____

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 29th day of September, 2014.



Geoffrey Delisio

Geoffrey Delisio, Vice President

CITY COUNCIL
STAFF REPORT

DATE: September 2, 2014

FROM: Lee White
Chief of Police

SUBJECT: Retirement Medical Benefit as stipulated in City Personnel Rules and Regulations (Rule XI Section 11. Option 1) on behalf of Officer Pat Sullivan

Decision Point: Should the City enter into an agreement to provide a Retirement Medical Benefit to Officer Pat Sullivan for future consultation.

History: The City of Coeur d'Alene has provided Retirement Medical Benefits to retiring employees. The City rules and regulations allow an opportunity to receive this benefit if there is at least a \$6000.00 a year savings for three years in personnel salaries to accommodate this benefit.

Financial Analysis: Officer Sullivan is a tenured 27 year employee and at the highest pay level for a police officer. By retiring and hiring an entry level police officer, the savings to the City would be approximately \$15,000 to \$20,000 per year for those three years.

Performance Analysis: Officer Sullivan has proposed retiring on October 16, 2014. He submitted a request to receive this Retirement Medical Benefit under City Personnel Rules and Regulations Rule XI, Section 11, Option 1. The agreement would include a minimum of 240 hours of consulting. Officer Sullivan is a master range instructor. He has extensive training, knowledge, and certifications with regard to firearms training, instruction, and maintenance. In retiring there will be the need for new personnel to perform his range duties. He would be available to consult and assist with this transition.

Decision Point: The City of Coeur d'Alene should enter into an agreement to provide a Retirement Medical Benefit to Officer Sullivan in order to have future consultation.

CONSULTANT LABOR SERVICES AGREEMENT

THIS Agreement, made and entered into this 7th day of October, 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 **Patrick M. Sullivan**, whose current address is 511 Ichabod Lane, Coeur d'Alene, 83815.

WITNESSETH:

Limited Medical Benefits:

- A. Patrick M. Sullivan, has been a long time employee of the City and is scheduled to retire from City service on the 16th day of October, 2014, at which time Patrick M. Sullivan will be paid all amounts due up to such date by way of wages including accrued vacation, compensatory time, and 1/3 of their sick leave balance; and
- B. Patrick M. Sullivan upon retirement will have worked in the city twenty seven (27) years and it is the desire of the City to contract with Patrick M. Sullivan on a consulting basis commencing on the 17th day of October, 2014; and terminating on the 16th day of October, 2017.
- C. The City Council has approved Coeur d'Alene Municipal Resolution No. 06-008 which authorizes the Personnel Rule XI, Section 11, allowing consultant contracts in consideration for limited medical benefits for retired employees; NOW THEREFORE,
 1. IT IS AGREED that in consideration of the continuation of limited medical benefits, Patrick M. Sullivan shall complete two hundred forty (240) hours of consulting services as described in the Staff Report attached hereto and incorporated herein by reference as Exhibit "A" commencing on the 17th day of October, 2014, and terminating on the 16th day of October, 2017.
 2. IT IS FURTHER AGREED, that in consideration of the continuation of limited medical benefits, Patrick M. Sullivan and his heirs, estate, personal representatives, conservators, and assigns, do hereby release acquit and forever discharge the City, and its personal representatives, insurers, assigns, agents, servants, and all persons acting for, by or through or in any way on behalf of said City, of and from all claims of every kind, actions, causes of action, damages, liabilities and demands of whatsoever kind, known or unknown, including claims for wages, vacation time, sick time, comp time pay, and any other claims arising from Patrick M. Sullivan employment or consulting relationship with the City.

IN CONSIDERATION , of the performance of the two hundred and forty (240) hours of consulting services described in Staff Report attached hereto as Exhibit "A", the City agrees to provide to Patrick M. Sullivan partial health insurance benefits for thirty-six (36) months commencing on November 1, 2014, and terminating on the October 31, 2017, as follows:

The City will pay eighty percent (80%) of the monthly medical insurance premium for Patrick M. Sullivan, up to a maximum of \$500 per month, which medical insurance premiums will continue to be paid until such time as any one of the following conditions occur:

1. Patrick M. Sullivan becomes eligible for Medicaid or Medicare.
2. Patrick M. Sullivan dies, in which case the City will no longer be obligated to pay medical premiums.
3. Patrick M. Sullivan becomes employed elsewhere and medical benefits are available.
4. Patrick M. Sullivan does not continue to timely pay his portion of the medical insurance premium.
5. Termination of this agreement.

Should any of the above conditions occur which terminate City's obligation to pay City's portion of the employee medical insurance premium, Patrick M. Sullivan shall be released from providing consulting services as required by this Contract.

The parties further agree the City shall pay the City's portion of the medical insurance premium to the insurer. No cash payment shall be paid directly to Patrick M. Sullivan.

Time is of the essence of this Contract.

IN WITNESS WHEREOF, the Mayor and the City Clerk of the City of Coeur d'Alene have executed this Contract on behalf of said City, and Patrick M. Sullivan have executed this Contract the day and year first above written.

CITY OF COEUR D'ALENE
KOOTENAI COUNTY, IDAHO

EMPLOYEE

By: _____
Steve Widmyer, Mayor

By: _____
Patrick M. Sullivan

ATTEST:

Renata McLeod, City Clerk

CITY COUNCIL
STAFF REPORT

DATE: September 2, 2014

FROM: Lee White
Chief of Police

SUBJECT: Retirement Medical Benefit as stipulated in City Personnel Rules and Regulations (Rule XI Section 11. Option 1) on behalf of Officer Pat Sullivan

Decision Point: Should the City enter into an agreement to provide a Retirement Medical Benefit to Officer Pat Sullivan for future consultation.

History: The City of Coeur d'Alene has provided Retirement Medical Benefits to retiring employees. The City rules and regulations allow an opportunity to receive this benefit if there is at least a \$6000.00 a year savings for three years in personnel salaries to accommodate this benefit.

Financial Analysis: Officer Sullivan is a tenured 27 year employee and at the highest pay level for a police officer. By retiring and hiring an entry level police officer, the savings to the City would be approximately \$15,000 to \$20,000 per year for those three years.

Performance Analysis: Officer Sullivan has proposed retiring on October 16, 2014. He submitted a request to receive this Retirement Medical Benefit under City Personnel Rules and Regulations Rule XI, Section 11, Option 1. The agreement would include a minimum of 240 hours of consulting. Officer Sullivan is a master range instructor. He has extensive training, knowledge, and certifications with regard to firearms training, instruction, and maintenance. In retiring there will be the need for new personnel to perform his range duties. He would be available to consult and assist with this transition.

Decision Point: The City of Coeur d'Alene should enter into an agreement to provide a Retirement Medical Benefit to Officer Sullivan in order to have future consultation.

STAFF REPORT

DATE: September 10, 2014

FROM: Tim Martin, Street Superintendent

SUBJECT: Consultant Labor Services Agreement with Richard Fields.

DECISION POINT: The Council is requested to approve a Consultant Labor Services Agreement with Richard Fields for a period of twenty four months (24) months or 240 two hundred forty hours.

HISTORY: The City's Personnel Rules include an opportunity for the employee who retires with the City of Coeur d'Alene a Retirement Medical Benefit that provides sharing of the medical expense between the City and the retiree. This occurs if all the documented criteria are met and only upon approval of the Department Head and the City Administrator. This benefit is viewed as a management tool allowing long-term City employees the opportunity to retire and the City to manage personnel change in a more cost effective manner.

The approval of Department Head and the City Administrator is generally contingent upon a commitment from the retiree to provide hours of job related transition duties and established processes to be completed by a date certain after retirement. The approval is always contingent upon absolute cost savings and the balancing of resources. This benefit has produced cost saving opportunities for the City and the retiree as recognized with the past approvals of employee consulting services.

Richard Fields has worked for the City of Coeur d'Alene for Twenty- Five (25) years and is planning on retiring on September 1, 2015. Dick has indicated that he would agree to be available for consultation using the following tentative schedule:

October 1, 2015 - October 1, 2017 (240 hours): Dick's time within the period will be to set up and design:

1. Help set up and design paving plan for the following spring of 2016. Prioritize, and set in place a method in which will lead to success.
2. Re-write and design winter 2015 de-icing protocol. Dick has led the way in this program for several years and is instrumental in its design.

FINANCIAL ANALYSIS: Dick's expertise will be utilized on a contract labor basis. This contract agreement will be more cost effective for the City.

QUALITY OF LIFE ANALYSIS:

In reviewing the criteria in Rule XI, Section 11 of the Personnel Rules, Mr. Fields satisfies the requirements for consideration of providing one time buyout in that he is eligible for retirement from the City of Coeur d'Alene pursuant to the provisions of Idaho Code pertaining to P.E.R.S.I.; the minimum savings to the City is anticipated to be \$38,000 for 3 years/average \$12,900 per year (minimum is \$6,000.00 per year); and the Department Head and Interim City Administrator support the necessity of the retiree's consultation and this request.

DECISION POINT/RECOMMENDATION:

The Council is requested to approve medical insurance for a Consultant Labor Services Agreement with Richard Fields for a period of twenty four (24) months

CONSULTANT LABOR SERVICES AGREEMENT

THIS Agreement, made and entered into this 7th day of October, 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 **Richard H. Fields**, whose current address is 1010 Stiner, Coeur d'Alene, 83815.

WITNESSETH:

Limited Medical Benefits:

- A. Richard H. Fields, has been a long time employee of the City and is scheduled to retire from City service on the 1st day of September, 2015, at which time Richard H. Fields will be paid all amounts due up to such date by way of wages including accrued vacation, compensatory time, and 1/3 of their sick leave balance; and
- B. Richard H. Fields upon retirement will have worked in the city twenty five (25) years and nine (9) months and it is the desire of the City to contract with Richard H. Fields on a consulting basis commencing on the 2nd day of September, 2015; and terminating on the 31st day of August, 2017.
- C. The City Council has approved Coeur d'Alene Municipal Resolution No. 06-008 which authorizes the Personnel Rule XI, Section 11, allowing consultant contracts in consideration for limited medical benefits for retired employees; NOW THEREFORE,
 1. IT IS AGREED that in consideration of the continuation of limited medical benefits, Richard H. Fields shall complete two hundred forty (240) hours of consulting services as described in the Staff Report attached hereto and incorporated herein by reference as Exhibit "A" commencing on the 2nd day of September, 2015, and terminating on the 31st day of August, 2017.
 2. IT IS FURTHER AGREED, that in consideration of the continuation of limited medical benefits, Richard H. Fields and his heirs, estate, personal representatives, conservators, and assigns, do hereby release acquit and forever discharge the City, and its personal representatives, insurers, assigns, agents, servants, and all persons acting for, by or through or in any way on behalf of said City, of and from all claims of every kind, actions, causes of action, damages, liabilities and demands of whatsoever kind, known or unknown, including claims for wages, vacation time, sick time, comp time pay, and any other claims arising from Richard H. Fields employment or consulting relationship with the City.

IN CONSIDERATION , of the performance of the two hundred and forty (240) hours of consulting services described in Staff Report attached hereto as Exhibit "A", the City agrees to provide to Richard H. Fields partial health insurance benefits for thirty-six (36) months commencing on October 1, 2015, and terminating on the September 30, 2018 , as follows:

The City will pay eighty percent (80%) of the monthly medical insurance premium for Richard H. Fields, up to a maximum of \$500 per month, which medical insurance premiums will continue to be paid until such time as any one of the following conditions occur:

1. Richard H. Fields becomes eligible for Medicaid or Medicare.
2. Richard H. Fields dies, in which case the City will no longer be obligated to pay medical premiums.
3. Richard H. Fields becomes employed elsewhere and medical benefits are available.
4. Richard H. Fields does not continue to timely pay his portion of the medical insurance premium.
5. Termination of this agreement.

Should any of the above conditions occur which terminate City's obligation to pay City's portion of the employee medical insurance premium, Richard H. Fields shall be released from providing consulting services as required by this Contract.

The parties further agree the City shall pay the City's portion of the medical insurance premium to the insurer. No cash payment shall be paid directly to Richard H. Fields.

Time is of the essence of this Contract.

IN WITNESS WHEREOF, the Mayor and the City Clerk of the City of Coeur d'Alene have executed this Contract on behalf of said City, and Richard H. Fields have executed this Contract the day and year first above written.

CITY OF COEUR D'ALENE
KOOTENAI COUNTY, IDAHO

EMPLOYEE

By: _____
Steve Widmyer, Mayor

By: _____
Richard H. Fields

ATTEST:

Renata McLeod, City Clerk

EXHIBIT "A"

STAFF REPORT

DATE: September 10, 2014

FROM: Tim Martin, Street Superintendent

SUBJECT: Consultant Labor Services Agreement with Richard Fields.

DECISION POINT: The Council is requested to approve a Consultant Labor Services Agreement with Richard Fields for a period of twenty four months (24) months or 240 two hundred forty hours.

HISTORY: The City's Personnel Rules include an opportunity for the employee who retires with the City of Coeur d'Alene a Retirement Medical Benefit that provides sharing of the medical expense between the City and the retiree. This occurs if all the documented criteria are met and only upon approval of the Department Head and the City Administrator. This benefit is viewed as a management tool allowing long-term City employees the opportunity to retire and the City to manage personnel change in a more cost effective manner.

The approval of Department Head and the City Administrator is generally contingent upon a commitment from the retiree to provide hours of job related transition duties and established processes to be completed by a date certain after retirement. The approval is always contingent upon absolute cost savings and the balancing of resources. This benefit has produced cost saving opportunities for the City and the retiree as recognized with the past approvals of employee consulting services.

Richard Fields has worked for the City of Coeur d'Alene for Twenty- Five (25) years and is planning on retiring on September 1, 2015. Dick has indicated that he would agree to be available for consultation using the following tentative schedule:

October 1, 2015 - October 1, 2017 (240 hours): Dick's time within the period will be to set up and design:

1. Help set up and design paving plan for the following spring of 2016. Prioritize, and set in place a method in which will lead to success.
2. Re-write and design winter 2015 de-icing protocol. Dick has led the way in this program for several years and is instrumental in its design.

FINANCIAL ANALYSIS: Dick's expertise will be utilized on a contract labor basis. This contract agreement will be more cost effective for the City.

QUALITY OF LIFE ANALYSIS:

In reviewing the criteria in Rule XI, Section 11 of the Personnel Rules, Mr. Fields satisfies the requirements for consideration of providing one time buyout in that he is eligible for retirement from the City of Coeur d'Alene pursuant to the provisions of Idaho Code pertaining to P.E.R.S.I.; the minimum savings to the City is anticipated to be \$38,000 for 3 years/average \$12,900 per year (minimum is \$6,000.00 per year); and the Department Head and Interim City Administrator support the necessity of the retiree's consultation and this request.

DECISION POINT/RECOMMENDATION:

The Council is requested to approve medical insurance for a Consultant Labor Services Agreement with Richard Fields for a period of twenty four (24) months

STAFF REPORT

DATE: September 10, 2014
FROM: Tim Martin, Street Superintendent
SUBJECT: Consultant Labor Services Agreement with Greg Willette.

DECISION POINT: The Council is requested to approve a Consultant Labor Services Agreement with Greg Willette for a period of twenty four months (24) months or 240 two hundred forty hours.

HISTORY: The City's Personnel Rules include an opportunity for the employee who retires with the City of Coeur d'Alene a Retirement Medical Benefit that provides sharing of the medical expense between the City and the retiree. This occurs if all the documented criteria are met and only upon approval of the Department Head and the City Administrator. This benefit is viewed as a management tool allowing long-term City employees the opportunity to retire and the City to manage personnel change in a more cost effective manner.

The approval of Department Head and the City Administrator is generally contingent upon a commitment from the retiree to provide hours of job related transition duties and established processes to be completed by a date certain after retirement. The approval is always contingent upon absolute cost savings and the balancing of resources. This benefit has produced cost saving opportunities for the City and the retiree as recognized with the past approvals of employee consulting services.

Greg Willette has worked for the City of Coeur d'Alene for thirty (30) years and is planning to retire on November 28, 2014. Greg has indicated that he would agree to be available for consultation using the following tentative schedule:

December 1, 2014 – November 30, 2016: (240 hours) – Greg's time within the period will be to set up and design a uniformed manual on signal maintenance and trouble- shooting guide for the departments use. Greg will also bundle all documents pertaining to signal agreements, sign replacement dates and placement, as well as all documents on business connections and purchase information. Greg also has agreed to be available for contact when the city experiences signal malfunctions (On-Call Status).

FINANCIAL ANALYSIS: Greg's expertise will be utilized on a contract labor basis. This contract agreement will be more cost effective for the City.

QUALITY OF LIFE ANALYSIS: In reviewing the criteria in Rule XI, Section 11 of the Personnel Rules, Mr. Willette satisfies the requirements for consideration of providing one time buyout in that he is eligible for retirement from the City of Coeur d'Alene pursuant to the provisions of Idaho Code pertaining to P.E.R.S.I.; the minimum savings to the City is anticipated to be \$55,000 for 3 years/average \$18,300 per year (minimum is \$6,000.00 per year); and the Department Head and Interim City Administrator support the necessity of the retiree's consultation and this request.

DECISION POINT/RECOMMENDATION:

The Council is requested to approve medical insurance for a Consultant Labor Services Agreement with Greg Willette for a period of twenty four (24) months.

CONSULTANT LABOR SERVICES AGREEMENT

THIS Agreement, made and entered into this 7th day of October, 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 **Gregory E. Willette**, whose current address is 10209 Zenith Street, Hayden, 83835.

WITNESSETH:

Limited Medical Benefits:

- A. Gregory E. Willette, has been a long time employee of the City and is scheduled to retire from City service on the 28th day of November, 2014, at which time Gregory E. Willette will be paid all amounts due up to such date by way of wages including accrued vacation, compensatory time, and 1/3 of their sick leave balance; and
- B. Gregory E. Willette upon retirement will have worked in the city thirty (30) years and one (1) month and it is the desire of the City to contract with Gregory E. Willette on a consulting basis commencing on the 1st day of December, 2014; and terminating on the 30th day of November, 2016.
- C. The City Council has approved Coeur d'Alene Municipal Resolution No. 06-008 which authorizes the Personnel Rule XI, Section 11, allowing consultant contracts in consideration for limited medical benefits for retired employees; NOW THEREFORE,
 1. IT IS AGREED that in consideration of the continuation of limited medical benefits, Gregory E. Willette shall complete two hundred forty (240) hours of consulting services as described in the Staff Report attached hereto and incorporated herein by reference as Exhibit "A" commencing on the December 1, 2014, and terminating on the 30th day of November, 2016.
 2. IT IS FURTHER AGREED, that in consideration of the continuation of limited medical benefits, Gregory E. Willette and his heirs, estate, personal representatives, conservators, and assigns, do hereby release acquit and forever discharge the City, and its personal representatives, insurers, assigns, agents, servants, and all persons acting for, by or through or in any way on behalf of said City, of and from all claims of every kind, actions, causes of action, damages, liabilities and demands of whatsoever kind, known or unknown, including claims for wages, vacation time, sick time, comp time pay, and any other claims arising from Gregory E. Willette employment or consulting relationship with the City.

IN CONSIDERATION, of the performance of the two hundred and forty (240) hours of consulting services described in Staff Report attached hereto as Exhibit "A", the City agrees to provide to Gregory E. Willette partial health insurance benefits for fifty eight (58) months commencing on January 1, 2015, and terminating on the October 31, 2019, as follows:

The City will pay eighty percent (80%) of the monthly medical insurance premium for Gregory E. Willette, up to a maximum of \$500 per month, which medical insurance premiums will continue to be paid until such time as any one of the following conditions occur:

1. Gregory E. Willette becomes eligible for Medicaid or Medicare.
2. Gregory E. Willette dies, in which case the City will no longer be obligated to pay medical premiums.
3. Gregory E. Willette becomes employed elsewhere and medical benefits are available.
4. Gregory E. Willette does not continue to timely pay his portion of the medical insurance premium.
5. Termination of this agreement.

Should any of the above conditions occur which terminate City's obligation to pay City's portion of the employee medical insurance premium, Gregory E. Willette shall be released from providing consulting services as required by this Contract.

The parties further agree the City shall pay the City's portion of the medical insurance premium to the insurer. No cash payment shall be paid directly to Gregory E. Willette.

Time is of the essence of this Contract.

IN WITNESS WHEREOF, the Mayor and the City Clerk of the City of Coeur d'Alene have executed this Contract on behalf of said City, and Gregory E. Willette have executed this Contract the day and year first above written.

CITY OF COEUR D'ALENE
KOOTENAI COUNTY, IDAHO

EMPLOYEE

By: _____
Steve Widmyer, Mayor

By: _____
Gregory E. Willette

ATTEST:

Renata McLeod, City Clerk

EXHIBIT "A"

STAFF REPORT

DATE: September 10, 2014

FROM: Tim Martin, Street Superintendent

SUBJECT: Consultant Labor Services Agreement with Greg Willette.

DECISION POINT: The Council is requested to approve a Consultant Labor Services Agreement with Greg Willette for a period of twenty four months (24) months or 240 two hundred forty hours.

HISTORY: The City's Personnel Rules include an opportunity for the employee who retires with the City of Coeur d'Alene a Retirement Medical Benefit that provides sharing of the medical expense between the City and the retiree. This occurs if all the documented criteria are met and only upon approval of the Department Head and the City Administrator. This benefit is viewed as a management tool allowing long-term City employees the opportunity to retire and the City to manage personnel change in a more cost effective manner.

The approval of Department Head and the City Administrator is generally contingent upon a commitment from the retiree to provide hours of job related transition duties and established processes to be completed by a date certain after retirement. The approval is always contingent upon absolute cost savings and the balancing of resources. This benefit has produced cost saving opportunities for the City and the retiree as recognized with the past approvals of employee consulting services.

Greg Willette has worked for the City of Coeur d'Alene for thirty (30) years and is planning to retire on November 28, 2014. Greg has indicated that he would agree to be available for consultation using the following tentative schedule:

December 1, 2014 – November 30, 2016: (240 hours) – Greg's time within the period will be to set up and design a uniformed manual on signal maintenance and trouble- shooting guide for the departments use. Greg will also bundle all documents pertaining to signal agreements, sign replacement dates and placement, as well as all documents on business connections and purchase information. Greg also has agreed to be available for contact when the city experiences signal malfunctions (On-Call Status).

FINANCIAL ANALYSIS: Greg's expertise will be utilized on a contract labor basis. This contract agreement will be more cost effective for the City.

QUALITY OF LIFE ANALYSIS: In reviewing the criteria in Rule XI, Section 11 of the Personnel Rules, Mr. Willette satisfies the requirements for consideration of providing one time buyout in that he is eligible for retirement from the City of Coeur d'Alene pursuant to the provisions of Idaho Code pertaining to P.E.R.S.I.; the minimum savings to the City is anticipated to be \$55,000 for 3 years/average \$18,300 per year (minimum is \$6,000.00 per year); and the Department Head and Interim City Administrator support the necessity of the retiree's consultation and this request.

DECISION POINT/RECOMMENDATION:

The Council is requested to approve medical insurance for a Consultant Labor Services Agreement with Greg Willette for a period of twenty four (24) months.

CITY COUNCIL STAFF REPORT

DATE: OCTOBER 7, 2014
TO: CITY COUNCIL
FROM: PLANNING DEPARTMENT
SUBJECT: PUD-2-14 (RIVIERA WALK)

DECISION POINT

Approve memorandum of agreement for PUD-2-14 (Riviera Walk)

HISTORY

The Planning Commission approved PUD-2-14 (Riviera Walk) on March 11, 2014. The Planning Department approved the Final Development Plan on September 10, 2014.

PERFORMANCE ANALYSIS

It has been past practice to memorialize the Final Development Plan, in accordance with Section 17.09.478 of the Municipal Code, by requiring a memorandum of agreement that is approved by the City Council, signed by the Mayor and property owner and recorded in the Kootenai County Recorder's Office. This request is in keeping with that procedure.

FINANCIAL ANALYSIS

There is no financial impact associated with the proposed memorandum of agreement.

QUALITY OF LIFE ANALYSIS

The memorandum of agreement will provide any future buyers of the property with information on the agreement.

DECISION POINT RECOMMENDATION

Approve the memorandum of agreement for PUD-2-14 (Riviera Walk)

MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT, entered into this _____ day of October, 2014 by and between the City of Coeur d'Alene, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the State of Idaho, hereinafter referred to as the "City," and Active West Developers, hereinafter referred to as the "Owner."

W I T N E S S E T H:

WHEREAS, the "Owner" has received approval for a Planned Unit Development, which Planned Unit Development includes certain terms, conditions and agreements, which the parties wish to memorialize as applicable to the real property to which this Planned Unit Development attaches.

NOW, THEREFORE the parties agree as follows:

1. The real property to which the below listed terms, conditions, and agreements apply particularly is described as follows:

Lot 2, Block 1, Riverstone West 2nd Addition, According to the plat recorded in Book K of plats, Page 183, Records of Kootenai County, Idaho

2. The parties agree that the following constituted agreement to which the owner, owner's heirs, assigns, and successors in interest, must comply during and after the development of the aforementioned Planned Unit Development.
 - A. Preliminary Planned Unit Development Plan (PUD-2-14) approved by Planning Commission on March 11, 2014.
 - B. Final Planned Unit Development Plan (PUD-2-14) approved by Planning Department on September 10, 2014.
 - C. List of exhibits.
 - Exhibit 1- Narrative dated August 8, 2014.
 - Exhibit 2- Final Development Plans dated June 24, 2014.
 - Exhibit 3- Approvement Plans dated April 4, 2014.
 - Exhibit 4- Preliminary Plat of "Riviera Walk" dated July 28, 2014.
 - Exhibit 5- CC&R's for "Riviera Walk" dated August 2014.
 - Exhibit 6- Bylaws dated August 2014.



CITY OF COEUR D'ALENE

FINANCE DEPARTMENT

CITY HALL, 710 E. MULLAN
COEUR D'ALENE, IDAHO 83814
208/769-2225 – FAX 208/769-2284

Date: September 22, 2014

From: Vonnie Jensen, Deputy Finance Director
Subject: Annual agreement for the City audit

Decision Point: To enter into the annual engagement agreement with Magnuson, McHugh & Company, PA accounting firm to conduct the 2013-2014 Fiscal Year audit.

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

Financial Analysis: Two years ago the City solicited quotes for audit services from two other qualified municipal audit firms. One quote was received from Eide Bailey and one was received from Larson Allen CPA firm in Spokane. Both of the quotes were over 22% higher than the proposal from Magnuson, McHugh. This past year the City contacted Tompkins and Peter, CPA, P.C. from Missoula and they declined to quote because of the reasonable fee currently being charged. The cost for this service is in the Fiscal Year 2014-2015 financial plan in the Finance Department under GL #001-003-4151-4202. Magnuson McHugh has quoted the cost at \$30,350.00, which includes a Single Audit. This is the same amount the City paid for the Fiscal Year 2012-13 audit. Magnuson, McHugh has not requested an increase. Kootenai County anticipates their audit expense to be \$45,000.00 this year.

Performance Analysis: Magnuson, McHugh & Company has provided audit services for the City and its bond holders in the past and it is being done at a reasonable cost when comparing it to other firms.

Decision Point: To enter into the annual engagement agreement with Magnuson, McHugh & Company, PA accounting firm to conduct the 2013-2014 Fiscal Year audit.

April 1, 2014

To the Management,
Honorable Mayor and City Council
City of Coeur d'Alene
710 Mullan Avenue
Coeur d'Alene, ID 83814

You have requested that we audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of City of Coeur d'Alene, as of September 30, 2014, and for the year then ended, and the related notes to the financial statements, which collectively comprise City of Coeur d'Alene's basic financial statements as listed in the table of contents.

In addition, we will audit the entity's compliance over major federal award programs for the period ended September 30, 2014. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs.

Accounting principles generally accepted in the United States of America require that management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis
2. Schedule of Revenues, Expenditures and Changes in Fund Balances- Budget and Actual- General Fund
3. Schedule of Revenues, Expenditures and Changes in Fund Balances- Budget and Actual- Insurance Fund
4. Police Retirement Trust Fund: Schedule of Employer Contributions, Schedule of Funding Progress, Five Year Trend Information and Annual Development of Pension Cost.
5. Schedule of Funding Progress for Postemployment Benefit Plans.

Supplementary information other than RSI will accompany City of Coeur d'Alene's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

1. Combining and Individual Fund Financial Statements
2. Schedule of Expenditures of Federal Awards

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

We will issue a written report upon completion of our audit of City of Coeur d'Alene's basic financial statements. Our report will be addressed to the governing body of City of Coeur d'Alene. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of City of Coeur d'Alene's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the provisions of U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*; and will include tests of accounting records, a determination of major programs in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget Circular A-133 *Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Also, as required by OMB Circular A-133, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management, the Honorable Mayor, and City Council acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;
3. For safeguarding assets;
4. For identifying all federal awards expended during the period;
5. For preparing the schedule of expenses of federal awards (including notes and noncash assistance received) in accordance with OMB Circular A-133 requirements;

6. For the design, implementation, and maintenance of internal control over compliance;
7. For identifying and ensuring that the entity complies with laws, regulations, grants, and contracts applicable to its activities and its federal award programs;
8. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
9. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole; and
10. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

In addition, as required by Circular A-133, it is management's responsibility to prepare the schedule of expenditures of federal awards in accordance with Circular A-133 requirements, follow up and take corrective action on reported audit findings, from prior periods and to prepare a summary schedule of prior audit findings, and follow up on current year audit findings and prepare a corrective action plan for such findings, if any. Management is also responsible for submitting the reporting package and data collection form (DCF) to the appropriate parties. Management will also make the auditor aware of any significant vendor relationships where the vendor is responsible for program compliance. You agree that you will confirm your understanding of your responsibilities as defined in this letter to us in your management representation letter.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit. We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Fees and Timing

As of the date of this letter, the tentative timing for beginning the audit is the week of November 10, 2014.

Scott Hoover is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Magnuson McHugh & Co.'s services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices will be rendered once a month as work progresses and are payable upon presentation. We estimate that our fee for the audit will not exceed \$30,350 with a single audit or \$27,700 without a single audit. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use City of Coeur d'Alene's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.

Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

The audit documentation for this engagement is the property of Magnuson, McHugh and Co. and constitutes confidential information. However, we may be requested to make certain audit documentation available to state and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Magnuson, McHugh and Company's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

With respect to any non-attest services we perform, the City's management is responsible for: (a) making all management decisions and performing management function; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities. We will perform the following non-attest services:

1. With regard to our provision of health benefits administration, the City of Coeur d'Alene is the legal administrator and has assigned a competent individual who is familiar with the operation of the Plan, oversees our work and internal controls and makes policy decisions regarding it. The service we provide is not complex and is reviewed by this individual on an ongoing basis.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

It is our policy to keep records related to this engagement for five years. However, Magnuson, McHugh & Company, P.A. does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

By your signature below, you acknowledge and agree that upon the expiration of this five year period, MM&CO shall be free to destroy our records related to this engagement.

At the conclusion of our audit engagement, we will communicate to management and the Mayor and City Council the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Sincerely,

A handwritten signature in black ink that reads "Magnuson, McHugh & Company, P.A." The signature is written in a cursive, flowing style.

Magnuson, McHugh & Company, P.A.

RESPONSE:

This letter correctly sets forth our understanding.

City of Coeur d'Alene

Acknowledged and agreed on behalf of City of Coeur d'Alene by:

Signature: _____

Title: _____

Date: _____



Certified Public Accountants

Members of the American Institute of CPAs
and the Idaho Society of CPAs
Edward G. Evans, CPA
Jeffrey D. Poulsen, CPA

System Review Report

October 18, 2013

To the Owners of
Magnuson, McHugh & Company PA
and the Peer Review Committee of the Idaho Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Magnuson, McHugh & Company PA (the firm) in effect for the year ended July 31, 2013. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under the *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Magnuson, McHugh & Company PA in effect for the year ended July 31, 2013, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Magnuson, McHugh & Company PA has received a peer review rating of *pass*.

Evans & Poulsen

Evans & Poulsen, P.A.

1360 Albion Avenue • Burley, Idaho 83318 • (208) 678-1300 • Fax (208) 678-1301 • evanscpa@pmt.org

STAFF REPORT

DATE: September 22, 2014

FROM: Mike Becker, Wastewater Utility Project Manager

SUBJECT: Surplus 2002 Pontiac Bonneville Sedan #402

DECISION POINT: The Council is requested to approve declaration to surplus one 2002 Pontiac Bonneville 4-door Sedan #402. Upon approval, this vehicle will be used as a trade in towards the purchase of a replacement vehicle budgeted in fiscal year 2014-2015.

HISTORY: The 2002 Pontiac Bonneville 4-door Sedan #402 has 90,000 miles and with increasing maintenance and multiple repairs over the past few years, it is approaching its estimated useful life. The brakes, transmission will require maintenance in the near future and the transaxle fluid change is overdue.

FINANCIAL ANALYSIS: The cost to maintain this equipment is greater due to the age, and mileage of the vehicle and it is believed that the trade-in value offers the greatest benefit/cost ratio to the City. Kelly Blue Book lists the vehicle's trade-in value at \$2,772. The wastewater department has received quoted trade in allowances up to \$3,300 from local dealers.

PERFORMANCE ANALYSIS: The costs to continue to maintain this vehicle would likely exceed the-value of the vehicle over the next couple of years. Due to the necessity of this vehicle, its replacement has already been located and is awaiting trade-in and purchase.

DECISION POINT/RECOMMENDATION: Declare surplus of 2002 Pontiac Bonneville 4-door Sedan #402, VIN# 1G2HX54K724101592 as a trade-in towards a replacement vehicle.

STAFF REPORT

To: General Services
From: Melissa Tosi; Human Resources Director
Date: September 15, 2014
Re: Benefit Plan Changes and Renewal Rates

Decision Point:

City Council is requested to approve the following benefit plan changes and renewal rates effective October 1, 2014. The benefit plan contracts include Group Health Options, Blue Cross of Idaho Dental, Willamette Dental, United Heritage Life Insurance and Long-term Disability, Magnuson, McHugh & Company Flexible Spending Account and Gallagher Benefits HRA/VEBA Service Group.

History:

The Medical Review Committee's goal is to minimize rate increases and strategically address employee cost sharing for medical benefits. The Committee, per contract, consists of representatives from the Lake City Employee's Association, Fire Union, Police Association, Non-represented and Exempt employees. They meet regularly throughout the year to understand market trends, review alternate medical and dental plans and consider changes.

Financial Analysis:

The following changes are effective October 1, 2014 through September 30, 2015:

- The Committee's diligent work resulted in an overall 4.3% increase for the three Group Health Options plans. The only benefit changes are:
 1. Deductibles and co-pays will be applied toward the out-of-pocket maximum; and
 2. Eligibility for new employees will change from the 1st of the month following 90 days to the 1st of the month following 60 days.
- There are no increases or benefit changes with Blue Cross Dental, Willamette Dental, United Heritage Life Insurance/Long-Term Disability, Magnuson, McHugh & Company Flexible Spending Account or the Gallagher Benefits HRA/VEBA Service Group.
- The Affordable Care Act (ACA) requires the following notifications:
 1. Provide new employees with a written notice about the existence of the health insurance Marketplace.
 2. Employees are provided access to a Summary of Benefits and Coverage for health insurance plans.

Performance Analysis:

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

Decision Point/Recommendation:

City Council is requested to approve the above benefit plan changes and renewal rates.

ANNOUNCEMENTS

Memo to Council

DATE: October 1, 2014

RE: Appointments to Boards/Commissions/Committees

The following re-appointment is presented for your consideration for the October 7th Council Meeting:

ROBERTA LARSEN ARTS COMMISSION

A data sheet was not available. I have requested that Ms. Larsen fill out one for our files.

Sincerely,

Amy Ferguson
Executive Assistant

cc: Renata McLeod, Municipal Services Director
Steve Anthony, Arts Commission Liaison

OTHER COMMITTEE MINUTES
(Requiring Council Action)

September 19, 2014
GENERAL SERVICES COMMITTEE
MINUTES
12:00 p.m., Library Community Room

COMMITTEE MEMBERS

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

STAFF

Vonnie Jensen, Deputy Finance Director
Melissa Tosi, Human Resources Director
Troy Tymesen, Interim City Administrator
Mike Becker, Waste Water Utility Project Manager
Mike Gridley, City Attorney
Juanita Knight, Senior Legal Assistant

Item 1. Letter of Agreement with Magnuson, McHugh & Company, PA to conduct the 2013-2014 Fiscal Year Audit.
(Resolution No. 14-042)

Vonnie Jensen, Deputy Finance Director, is requesting Council approve the annual engagement agreement with Magnuson, McHugh & Company, PA accounting firm to conduct the 2013-2014 Fiscal Year audit. Mrs. Jensen said Magnuson, McHugh quoted the cost at \$30,350.00 which includes a Single Audit. This is the same amount the City paid for Fiscal Year 2012-13.

MOTION: by Councilmember Evans, seconded by Councilmember Adams, to recommend that Council adopt Resolution No. 14-042 approving the annual engagement agreement with Magnuson, McHugh & Company, PA accounting firm to conduct the 2013-14 Fiscal Year Audit.

Item 2. Benefit Plan Changes and Renewal Rates.
(Resolution No. 14-042)

Melissa Tosi, HR Director, is requesting Council approve the benefit plan changes and renewal rates effective October 1, 2014. The benefit plan contracts include Group Health Options, Blue Cross of Idaho Dental, Willamette Dental, united Heritage Life Insurance and Long-term Disability, Magnuson, McHugh Company Flexible Spending Account and Gallagher Benefits HRA/VEBA Service Group.

Mrs. Tosi noted the following changes are effective October 1, 2014 through September 30, 2015:

- The Committee's diligent work resulted in an overall 4.3% increase for the three Group Health Options plans. The only benefit changes are:
 1. Deductibles and co-pays will be applied toward the out-of-pocket maximum; and
 2. Eligibility for new employees will change from the 1st of the month following 90 days to the 1st of the month following 60 days.
- There are no increases or benefit changes with Blue Cross Dental, Willamette Dental, United Heritage Life Insurance/Long-Term Disability, Magnuson, McHugh & Company Flexible Spending Account or the Gallagher Benefits HRA/VEBA Service Group.
- The Affordable Care Act (ACA) requires the following notifications:
 1. Provide new employees with a written notice about the existence of the health insurance Marketplace.
 2. Employees are provided access to a Summary of Benefits and Coverage for health insurance plans.

MOTION: by Councilmember Adams, seconded by Councilmember Evans, to recommend that Council adopt Resolution No. 14-042 approving the benefit plan changes and renewal rates effective October 1, 2014.

**Item 3. ICRMP Joint Powers Subscribers Agreement.
(Resolution No. 14-043)**

Troy Tymesen, Interim City Administrator, is requesting Council approve the Joint Powers Subscriber Agreement with ICRMP to fully insure the City of Coeur d'Alene for liability and property damage. Mr. Tymesen noted in his staff report that ICRMP (Idaho Counties Risk Management Program) was established under Idaho Code, Title 41, Chapter 29 as a pooled insurance and risk management program to provide liability insurance and property damage insurance for the mutual benefit of political subdivisions of the State of Idaho. Currently 930 political subdivisions within the State of Idaho participate in the program. These political subdivisions include counties, cities, school districts, colleges, irrigation districts, sewer districts and other special districts. The cost to the City of Coeur d'Alene to be a member of ICRMP for fiscal year 2014-15 will be \$336,868. An annual renewal process will occur each year – ICRMP has assured the City that historically and going forward that the Boards intent is to keep increases moderate and reasonable. ICRMP's insurance limits are \$3,000,000 per occurrence and \$5,000,000 in total aggregate and all members have a deductible of \$2,500 per incident. ICRMP offers many and varied resources for employee training and sample policies to educate and reduce risk.

MOTION: by Councilmember Evans, seconded by Councilmember Adams, to recommend that Council adopt Resolution No. 14-043 approving the Joint Powers Subscriber Agreement with ICRMP to fully insure the City of Coeur d'Alene for liability and property damage.

**Item 4. Surplus 2002 Pontiac Bonneville Sedan #402.
(Resolution No. 14-042)**

Mike Becker, Waste Water Utility Project Manager, is requesting Council approve the declaration to surplus one 2002 Pontiac Bonneville 4-door Sedan #402. Upon approval, the vehicle will be used as a trade-in towards the purchase of a replacement vehicle budgeted in fiscal year 2014-15. Mr. Becker said the vehicle has 90,000 miles with increasing maintenance and repairs over the past few years. The brakes and transmission will require maintenance in the near future and the transaxle fluid change is overdue. Mr. Becker added that Kelly Blue Book lists the vehicle trade-in value at \$2,772. They have received quoted trade-in allowances up to \$3,300 from local dealers.

MOTION: by Councilmember Adams, seconded by Councilmember Evans, to recommend that Council adopt Resolution No. 14-042 approving the declaration to surplus the 2002 Pontiac Bonneville #402, VIN# 1G2HX54K724101592 as a trade-in towards a replacement vehicle.

The meeting adjourned at 12:14 p.m.

Respectfully submitted,

Juanita Knight
Recording Secretary

Administration Department Staff Report

Date: September 18, 2014
From Troy Tymesen, Interim City Administrator
Subject: ICRMP Joint Powers Subscriber Agreement

Decision Point: To approve the “Joint Powers Subscriber Agreement” with ICRMP to fully insure the City of Coeur d’Alene for liability and property damage.

History: ICRMP (Idaho Counties Risk Management Program) was established under Idaho Code, Title 41, Chapter 29 as a pooled insurance and risk management program to provide liability insurance and property damage insurance for the mutual benefit of political subdivisions of the State of Idaho. Currently 930 political subdivisions within the State of Idaho participate in the program. These political subdivisions include counties, cities, school districts, colleges, irrigation districts, sewer districts and other special districts.

Financial analysis: The cost to the City of Coeur d’Alene to be a member of ICRMP for fiscal year 2014-15 will be \$336,868. An annual renewal process will occur each year – ICRMP has assured the City that historically and going forward that the Boards intent is to keep increases moderate and reasonable. ICRMP’s liability insurance limits are \$2,000,000 per occurrence and \$5,000,000 in total aggregate and all members have a deductible of \$5,000 per incident. ICRMP offers many and varied resources for employee training and sample policies to educate and reduce risk.

Decision Point: To approve the “Joint Powers Subscriber Agreement” with ICRMP to fully insure the City of Coeur d’Alene for liability and property damage

RESOLUTION NO. 14-043

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A JOINT POWERS SUBSCRIBER AGREEMENT WITH ICRMP TO FULLY INSURE THE CITY OF COEUR D'ALENE FOR LIABILITY AND PROPERTY DAMAGE AND REJECTING THE ADDITIONAL TERRORISM COVERAGE AND SHARE IN THE COVERAGE PROCURED FOR ALL ICRMP MEMBERS.

WHEREAS, the General Services Committee of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a Joint Powers Subscriber Agreement and to reject the offer of additional terrorism coverage and share in the coverage procured for all ICRMP members, pursuant to terms and conditions set forth in the attached Exhibits "A & B" and by reference made a part hereof; and

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into Joint Powers Subscriber Agreement and reject the offer of additional terrorism coverage and share in the coverage procured for all ICRMP members, in substantially the forms attached hereto as Exhibits "A & B" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and they are hereby authorized to execute such agreement and reject additional terrorism coverage on behalf of the City.

DATED this 7th day of October, 2014.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER ADAMS Voted _____

Policy Year 2014-2015

PUBLIC ENTITY

Multi-Lines Insurance Policy



City of Coeur D Alene

Idaho Counties Risk Management Program,
UNDERWRITERS

3100 Vista Ave., Suite 300, Boise, ID 83705 Phone: (208) 336-3100 Fax: (208) 336-2100



September 17, 2014

TO: City of Coeur D Alene

RE: Terrorism Coverage for Policy Year Effective October 1, 2014

Dear Valued ICRMP Member:

Following the events of September 11, 2001, the nation's largest insurers took their case to Congress concerning their ability to withstand the financial consequences of additional terrorist acts that might take place on American soil. As a consequence, Congress enacted the Terrorism Risk Insurance Act (TRIA) that is intended to protect insured property owners by assuring that their property insurers are not overwhelmed by terrorism-driven claims. Local government risk sharing pools generally were excluded from TRIA.

Because ICRMP is regulated under Idaho law as a reciprocal insurer, federal law requires ICRMP to offer complete terrorism property coverage to its Members. This offering, which is additional to the regular coverage provided by the ICRMP Program, would require payment of an additional Member contribution, based upon the value of the property assets to be covered. An explanation is provided on the accompanying offer sheet.

You should understand that your ICRMP Member agency is under no obligation to accept the terrorism coverage that we are required to offer. In fact, the ICRMP Board of Trustees has purchased excess insurance for Members of ICRMP (as a whole) in the amount of fifty million dollars (\$50,000,000) per year. The coverage provided for all Members is available to be shared among any Members affected by acts of terrorism during a policy year. The Board believes this is a more cost-effective way of addressing this potential exposure. It is included in your regular ICRMP coverage **at no additional cost to you.**

The decision regarding terrorism coverage belongs to your governing board. Please complete the offer sheet evidencing your agency's desire to procure additional terrorism coverage and pay an additional Member contribution, or to reject it and share in the coverage procured for all ICRMP Members. In order to comply with the law, we need your answer promptly. Thank you.

Sincerely,



Rick Ferguson
Executive Director

NOTICE - OFFER OF TERRORISM COVERAGE (Required by Federal law)

NOTICE – DISCLOSURE OF ADDITIONAL PREMIUM

TO: ICRMP Member:

The Terrorism Risk Insurance Act, as extended on December 26, 2007 by the enactment of the Terrorism Risk Insurance Program Reauthorization Act of 2007 (TRIPRA), is a U.S. Treasury Department program under which the federal government would share, with regulated insurance carriers, the risk of loss from terrorist attacks. The Act applies when the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, certifies that an event meets the definition of a "certified act of terrorism". Certified acts of terrorism can also include foreign or domestic acts of terrorism, but they still must be certified as such by the Federal officers listed above.

In accordance with the Terrorism Risk Insurance Act, as extended on December 26, 2007, we are required to offer you coverage of all of the property we insure that your agency owns against any "certified act of terrorism". Your public agency must decide whether you desire the coverage (for an additional premium) or whether you choose to reject the offer of coverage and not pay the premium. The choice belongs to the governing board.

If you choose to accept this offer of terrorism coverage, your premium will include the additional premium for terrorism as stated in this disclosure. If you choose to reject this offer, you must do so by signing the enclosed statement and returning it to your agent, John Goedde at (208) 292-1170 or mail directly to ICRMP at P.O. Box 15249, Boise, Idaho, 83715.

If you reject coverage under the Act, the ICRMP policy provided to your public entity will provide an alternative form of coverage of terrorism-related insurance. Rather than cover the entire value of every item of property every public entity member of ICRMP might insure, the alternative form of coverage will provide a fixed amount of coverage (50 million dollars) for the entire membership of ICRMP during any single policy year. If terrorism-caused covered losses do not exceed 50 million dollars during any single policy year, such losses will be paid in full, subject to policy terms and conditions. If total terrorism-caused losses exceed 50 million dollars in the current policy year, such losses will be paid on a *pro-rata* basis among members suffering covered terrorism-caused losses, in proportion to their covered losses expressed as a percentage of all covered losses. Coverage under this alternative process shall not require certification by the Federal officials pursuant to TRIPRA.

Named Insured: City of Coeur D Alene

DISCLOSURE OF PREMIUM

If you accept this offer, the premium for terrorism coverage is estimated to be an additional amount of **\$5,000** over and above your proposed renewal Member contribution based on reported total insured values of **\$0**.

CONTINUED ON NEXT PAGE

IF YOU WISH TO REJECT COVERAGE UNDER THE TERRORISM RISK INSURANCE ACT, AS EXTENDED ON DECEMBER 26, 2007, THE NAMED INSURED MUST APPROVE AND SIGN THE FOLLOWING STATEMENTS:

TERRORISM RISK INSURANCE ACT REJECTION OF FULL COVERAGE

We, as a Member of ICRMP, acknowledge that we have been notified as required under the Terrorism Risk Insurance Act, as extended on December 26, 2007, that as respects to the above referenced policy of insurance policy referenced above:

1. We have been offered coverage for acts of terrorism as defined in the Act;
2. We have been advised that if we accept coverage for acts of terrorism as defined in the Act, the United States Government will participate in the payment of terrorism losses insured under the Act, subject to the provisions of the Act;
3. We have been told that if we reject coverage under the Act by signing this notice, to the extent allowed by law, we will have only our respective share of the alternative coverage for any act of terrorism under the policy issued by ICRMP.
4. We have been notified of the annual premium for coverage for acts of terrorism as defined in the Act.
5. We hereby **reject** coverage for acts of terrorism as defined in the Act and understand my policy will contain an exclusion for acts of terrorism as defined by TRIPRA, but will otherwise provide limited coverage concerning acts of terrorism as addressed by the ICRMP policy issued annually to Members.

Chief Executive/Administrative Officer

Date

Print name

Print

public office held

City of Coeur D Alene

Public Entity Name

RETURN THIS FORM TO YOUR AGENT OR ICRMP. A COPY OF THIS DOCUMENT IS AS BINDING AS THE ORIGINAL.

ATTENTION AGENT: THIS FORM MUST BE SIGNED PERSONALLY BY AN AUTHORIZED OFFICER OF THE INSURED AND RETURNED TO ICRMP.



**JOINT POWERS SUBSCRIBER
AGREEMENT**

**APPROVED BY BOARD OF TRUSTEES
FOR USE AFTER MAY 22, 2014**

JOINT POWERS SUBSCRIBER AGREEMENT

Idaho Counties Risk Management Program, Underwriters

THIS AGREEMENT is entered into pursuant to the provisions of Idaho Code, Sections 67-2326 through 67-2333, relating to the joint exercise of powers among political subdivisions of the State of Idaho, by political subdivisions of the state of Idaho as defined by the Idaho Tort Claims Act, as subscribers to counterparts of this Agreement, for the purpose of operating a separate legal entity to be known and designated as the Idaho Counties Risk Management Program, Underwriters, hereinafter referred to as "ICRMP". At the time of making of this Agreement, ICRMP is considered by the Idaho Department of Insurance to be a reciprocal insurer organized pursuant to provisions of Idaho Code, Title 41, Chapter 29.

It is AGREED among the MEMBERS of ICRMP all of whom have accepted this Agreement or a prior counterpart, that by virtue of accepting the terms of this version of the Joint Powers Subscriber Agreement, or by approving a prior counterpart and subsequently renewing participation after changes to a prior counterpart have been implemented by the Board of Trustees, as follows:

WHEREAS, POLITICAL SUBDIVISIONS of the State of Idaho have the authority to purchase liability insurance for themselves and their employees pursuant to Idaho Code §6-923 and to contract for property and other insurance coverage as they deem necessary or proper; and

WHEREAS, it is to the mutual benefit of POLITICAL SUBDIVISIONS to join together to establish the legal entity created by this Joint Powers Agreement (JPA) to accomplish the purposes hereinafter set forth; and

WHEREAS, the MEMBERS have determined that there is a need for POLITICAL SUBDIVISIONS to jointly create an insurance and risk management program; and

WHEREAS, the laws of the State of Idaho authorize the formation of what has been classified as a reciprocal insurer by POLITICAL SUBDIVISIONS without abrogating any privileges or immunities accorded to them by law;

NOW, THEREFORE, BE IT AGREED, in consideration of the mutual advantages, obligations and benefits to each POLITICAL SUBDIVISION and the mutual covenants herein contained, the MEMBERS of ICRMP, with the consent and concurrence of the subscribing POLITICAL SUBDIVISION, agree as follows:

ARTICLE I. DEFINITIONS.

As used in this Agreement, the following terms shall have the respective meanings hereinafter set forth:

- (1) **ICRMP (PROGRAM).** The Idaho Counties Risk Management Program, Underwriters, a pooled insurance and risk management program established pursuant to the statutes of this state by this Joint Powers Subscriber Agreement.
- (2) **BOARD.** The Board of Trustees of ICRMP, which shall serve as the Subscribers' Advisory Committee, as such is required by Idaho Code Title 41, Chapter 29.
- (3) **MEMBERS.** The POLITICAL SUBDIVISIONS, as defined in Section 6-902(2), Idaho Code, which qualify and agree to the terms of this JPA, as such may be revised upon approval by the Board of Trustees from time to time.
- (4) **JOINT POWERS SUBSCRIBER AGREEMENT (JPA).** This Agreement, including prior and subsequent iterations, wherein political subdivisions agree to participate in the insurance and risk management offerings of ICRMP as set forth by the BOARD.

ARTICLE II. ESTABLISHMENT, MAINTENANCE AND PARTICIPATION IN ICRMP.

The Idaho Counties Risk Management Program, Underwriters, a separate Joint Powers Entity, was created through a JPA by numerous counties of the state of Idaho with an initial effective date of November 29, 1985. The JPA has been subsequently amended numerous times during the history of the PROGRAM. This JPA is intended to continue the organization and operation of ICRMP into future years upon the foundation laid by prior joint powers and subscribers' agreements. The public entity named on the concluding page of this JPA, a political subdivision of the State of Idaho, upon approval of payment of an allocated MEMBER contribution will become a MEMBER of the Idaho Counties Risk Management Program, Underwriters (ICRMP) with all rights and duties associated therewith. This Agreement supersedes all prior ICRMP JPAs and will become effective for all MEMBERS on the date identified in the footer of this version of the JPA upon acceptance of the tender of continued participation offered during the annual renewal process. Changes to the JPA are deemed accepted either by express action by the governing board or by renewing participation in the PROGRAM by paying the allocated MEMBER contribution for a succeeding year. The rights and privileges of any withdrawing Member will be governed by the JPA in effect for the final year of any Member's participation.

ARTICLE III. PURPOSES AND DURATION.

- (1) The purposes of ICRMP are to provide an insurance and risk management program and to assist MEMBERS to prevent and reduce losses to MEMBERS' property and injuries or harm to persons or property which might result in claims being made against MEMBERS, their employees, officers, or agents, whether appointed, employed, elected or serving as recognized volunteers. Additionally, ICRMP exists to address shared needs of Member Political Subdivisions of the state of Idaho to the extent that such needs fall within the commonly held powers and authority of participating MEMBERS.
- (2) It is the intent of the MEMBERS of ICRMP to create a separate entity of unlimited duration that will administer an insurance and risk management program and use funds contributed by MEMBERS to defend and indemnify, in accordance with this Agreement and the issued policy(ies) of insurance, any ICRMP MEMBER against stated liability or loss, to the limits of the insurance policy issued by ICRMP. It is also the intent of the MEMBERS to have ICRMP provide continuing stability and availability of needed insurance coverage at reasonable costs and to provide education and training to ICRMP MEMBERS in the interest of meeting the challenges of local governance. All income and assets of ICRMP shall be at all times dedicated to the ultimate benefit of its MEMBERS in matters of risk and insurance, inclusive of goods, services and issues not directly addressed by ICRMP-issued policies.
- (3) It is the intent of the MEMBERS of ICRMP that the PROGRAM serve as a vehicle for cooperative undertakings for all program MEMBERS, or selected groups thereof, to share the costs of certain required or desired insurance, public service or risk-related obligations which the MEMBERS desire to study or implement. In implementation of any such programs, the participating MEMBERS shall bear the allocated costs of carrying out the purposes of the program(s).
- (4) Participation in ICRMP shall be comprised of those POLITICAL SUBDIVISIONS that have approved this Agreement or one of its prior iterations or that have agreed to pay the required MEMBER contributions. MEMBERS agree to the admission of future MEMBERS in accordance with provisions of the JPA and acknowledge that they shall have no right to object to the addition of such MEMBERS provided they are admitted in accordance with the terms hereof. This Agreement shall be automatically renewed, annually or periodically, consistent with BOARD-established policy terms, unless the provisions for withdrawal, expulsion or termination are applied in compliance with the terms of this agreement or adopted BOARD policy. No insurance will be provided unless the allocated MEMBER contribution is paid when due. The BOARD, or the Executive Director, as delegated by the BOARD, is authorized to attach conditions to entry into ICRMP membership or to maintenance of membership in ICRMP in the interest of protecting the shared interests of participating MEMBERS. Such conditions may include contribution surcharges,

coverage limitations, reductions of limits or other methods designed to recognize risk exposure or to protect the shared interests of other PROGRAM participants.

ARTICLE IV. MANNER OF FINANCING.

Financial operations of ICRMP shall be committed to the sound discretion of the BOARD with the primary intent being the long-term solvency of the PROGRAM. Financial contributions from MEMBERS shall be determined by the BOARD of ICRMP working through the Executive Director, considering, among other factors, risk exposure, loss experience, net operating expenditures, property ownership, costs of administering claims, costs of providing risk management services, participation in risk reduction programs, conduct by officials and other appropriate or necessary costs of program administration or service delivery.

ARTICLE V. NON-WAIVER OF GOVERNMENTAL OR OTHER IMMUNITY.

MEMBERS of ICRMP, by participation in this PROGRAM, do not waive any immunities or limitations of liability provided to political subdivisions or their employees by any law of this state or nation.

ARTICLE VI. ICRMP POWERS AND DUTIES.

The powers of ICRMP to perform and accomplish the purposes set forth above shall, within budgetary limits and procedures set forth in this Agreement and as otherwise established by the BOARD, be the following:

- (a) To employ agents, employees and independent contractors.
- (b) To purchase, sell, encumber and lease real property; to incur obligations on behalf of the PROGRAM to the extent permitted by Idaho statutes and the Idaho Constitution; and to purchase, sell, or lease equipment, machinery, and personal property.
- (c) To invest funds as allowed by Idaho statutes.
- (d) To carry out educational and other programs relating to risk management, including the prerogative to offer discounts or credits upon demonstrating compliance with standards for BOARD-approved risk reduction methods or plans.
- (e) To create, collect funds for, and administer an insurance and risk management program.
- (f) To purchase excess insurance and/or reinsurance to supplement the self-insured retention.
- (g) To establish reasonable and necessary loss reduction and prevention recommendation procedures to be followed by the MEMBERS.
- (h) To provide insurance-related services, risk management, loss control, underwriting and claims adjustment or to contract for such services, including the defense and settlement of claims, subject to specific limitations and/or restrictions, which may be imposed and adopted by the BOARD.

- (i) To carry out such other activities as are necessarily implied or required to carry out the purposes of ICRMP specified in Article III of this Agreement, even though such undertakings might not be known at the time of entering into this Agreement, or might not be included within the specific powers enumerated in this Article.
- (j) To sue and be sued.
- (k) To enter into contracts.
- (l) To reimburse BOARD members for reasonable and approved expenses incurred in attending to BOARD responsibilities.
- (m) To provide security, insurance or bonds regarding the official responsibilities of all officers, BOARD members and employees of ICRMP.
- (n) To borrow funds with approval by the BOARD as necessary for current operating purposes, so long as repayment is achieved before the conclusion of the subsequent fiscal year.
- (o) To take appropriate steps to protect pool resources from careless or reckless conduct by ICRMP MEMBERS or by individual public officials of Member entities.
- (p) To establish terms and conditions of initial or continued Membership in the ICRMP Program.
- (q) To develop and offer shared procurement or participation opportunities for ICRMP Members for goods or services that may not be directly related to risk management activities, but that appropriately fall within the shared powers authorized for political subdivisions of the state of Idaho.

ARTICLE VII. PARTICIPATION.

Any MEMBER of ICRMP shall be permitted to participate in the activities of ICRMP as authorized by this Agreement or pursuant to decisions by the Board of Trustees. MEMBER participation in ICRMP activities concerning the respective rights and responsibilities any particular MEMBER shall require the approval of the governing board of that MEMBER.

ARTICLE VIII. MEMBERS' RIGHTS AND OBLIGATIONS - DISPUTE RESOLUTION PROCEDURES.

- (1) The individual MEMBERS of ICRMP, acting through their respective governing boards, shall have the right to:
 - (a) Petition the BOARD to be heard regarding any aspect of the PROGRAM operation in accordance with internal dispute resolution procedures approved by the BOARD or as otherwise determined in accordance with procedural guidelines authorized by the BOARD or the Chairman of the BOARD as circumstances warrant.
 - (b) Withdraw from PROGRAM participation at any time authorized by this Agreement, but no less frequently than annually. MEMBERS recognize that the PROGRAM is managed for long-term participation and that agreements that support PROGRAM operation are of one-year or longer duration. Consequently, early withdrawal from the PROGRAM during the course of a

policy year may be subject to additional financial obligation for the withdrawing MEMBER as determined by the BOARD.

- (c) To nominate, recommend or vote concerning selection of a representative to serve on the BOARD of ICRMP as provided by this JPA.

(2) The obligations of MEMBERS of ICRMP shall be as follows:

- (a) To pay promptly all MEMBER contributions to ICRMP at such times and in such amounts as shall be established by the BOARD pursuant to this Agreement. Any delinquent payments may incur interest, penalties or other financial consequences as determined by resolution of the ICRMP Board of Trustees. Insurance coverage and other services will not continue for MEMBERS that are delinquent in payment of contribution amounts according to the terms of this Agreement and any related resolution approved by the Board of Trustees. Notice of termination of coverage or of services, for non-payment or otherwise, will be provided in writing.
- (b) To allow the PROGRAM and its agents, officers and employees reasonable access to all premises of the MEMBER and all records, including but not limited to financial and administrative records, as reasonably required for the administration of ICRMP and the effective handling of claims threatened or brought against MEMBERS.
- (c) To cooperate fully with the PROGRAM'S attorneys, claims adjusters and any other agent, employee, or officer of ICRMP in activities relating to the purposes and powers of ICRMP.
- (d) To make good faith efforts to follow the safety, loss reduction and prevention recommendations expressed by the PROGRAM and to cooperate in risk reduction strategies proposed or required by the PROGRAM.
- (e) To report to ICRMP immediately all incidents or occurrences that could reasonably be expected to result in ICRMP being required to consider a claim against the MEMBER, its agents, officers, or employees, or for losses to MEMBER'S property within the scope of coverage undertaken by ICRMP.
- (f) To report to ICRMP as soon as reasonably possible, by way of the public entity's insurance agent or otherwise, in accordance with the issued Policy of Insurance and related guidelines, the addition of new programs, facilities and equipment or the significant reduction or expansion of existing programs, facilities and equipment or other acts that could cause material changes in the MEMBER'S risk of property or liability-related loss exposure.
- (g) To provide ICRMP periodically and consistent with Policy terms, but in no instance less frequently than annually, in accordance with the issued Policy of

Insurance, with information on the value of buildings and contents and other real and personal properties. Each MEMBER is obliged to cooperate with the PROGRAM *via* its independent insurance agent.

- (h) To utilize BOARD-approved dispute resolution procedures regarding any contest or disagreement regarding a provision or scope of coverage pursuant to the insurance program/policy or any other aspect of PROGRAM operation, prior to addressing any such disagreement to a state or Federal administrative agency or prior to initiating legal action against ICRMP. MEMBERS expressly agree to follow the internal dispute resolution procedures adopted by the BOARD before contesting administrative determinations, coverage or claims non- payment issues in a court of law or before a regulatory agency. Such procedures require MEMBERS to thoroughly disclose any bases for such disagreement in writing to the BOARD prior to being heard in the process of resolving any such dispute. MEMBER expressly agrees that failure to exhaust the internal dispute resolution procedures established by the BOARD constitutes a material breach of this JPA. MEMBER further agrees not to initiate legal action against the PROGRAM or initiate contested procedures before any state or Federal regulatory agency regarding any dispute with the PROGRAM until said dispute resolution procedure has reached its conclusion before the BOARD within a reasonable timeframe. MEMBER agrees that ICRMP may enforce this provision by seeking the remedy of specific performance in a court of competent jurisdiction. A MEMBER that pursues a remedy in court or before a regulatory agency agrees to reimburse the PROGRAM its reasonable costs and attorney fees incurred in defense of any such suit or administrative proceeding if the matter has not first been brought to the BOARD pursuant to this dispute resolution procedure. The restrictions contained in this subsection may be waived by mutual agreement of the PROGRAM and the MEMBER.

- (3) The basic elements of the dispute resolution procedure within ICRMP shall include the following:

- (a) Filing a written statement by the MEMBER stating the specific basis for disagreement with a decision by the Executive Director or BOARD regarding aspects of PROGRAM operation or contribution requirements, provision of coverage or non-payment of a claim for money damages. Such filing shall be followed promptly by a conference with the Executive Director, in person or by telephone, to attempt to resolve the stated differences. The Executive Director shall thereafter respond to the MEMBER in writing not more than ten (10) business days after the conference. Such written response shall set forth the basis of the Executive Director's decision concerning the contested matter. If the matter contested involves a decision originally made by the BOARD, the request for BOARD consideration can be routed directly to the BOARD, if the Executive Director lacks authority to revise a BOARD-established policy, practice or result.

- (b) Following receipt of the Executive Director's written response, MEMBER may appeal the determination of the Executive Director to the BOARD. Any such appeal shall be made in writing setting forth the specific basis for the appeal and the particular reasons for the disagreement with the determination of the Executive Director. When an appeal is received at least fourteen (14) days prior to a BOARD meeting, it will be included on the next BOARD agenda. If an appeal is not received at a time that allows it to be timely placed upon the agenda of the next BOARD meeting, the MEMBER and Executive Director, working in consultation with the Chairman of the BOARD, shall determine whether the matter is of such importance and urgency that it requires the call of a special BOARD meeting or whether it can be addressed at the next regularly scheduled BOARD meeting without irreparably harming the MEMBER. If a MEMBER insists upon the call of a special meeting by formal action of its governing board, a special meeting of the BOARD shall be called to hear the appeal.
- (c) The BOARD shall hear oral presentations, not in excess of one hour each, by the MEMBER and the Executive Director, or those designated by the Executive Director, should either or both desire. After hearing from both parties, the BOARD shall decide the controversy and shall tender its decision in writing within thirty (30) days. In doing so the BOARD may consult independently, or through the Executive Director, with legal advisers and/or consultants. The decision of the BOARD shall be final, unless reconsideration is requested by the MEMBER and approved for reconsideration by the BOARD. Until a final decision is made pursuant to the procedures set forth in this Article, no MEMBER may initiate or institute legal action against ICRMP or its officers, employees or agents arising out of the performance of this Agreement or the contract of insurance issued pursuant to this Agreement. Nor shall a contested matter be initiated by a MEMBER before a state or federal administrative agency without completing the dispute resolution procedure set forth herein.
- (d) The BOARD reserves the right to vary the foregoing procedures as necessary to accommodate the interests of ICRMP, its MEMBERS, or others with an interest in the just resolution of differences regarding PROGRAM operation.

ARTICLE IX. MEMBER CONTRIBUTIONS.

The BOARD of ICRMP shall institute methods to establish annual or periodic contribution amounts for MEMBERS. The PROGRAM may change contribution amounts charged to any MEMBER from year to year to reflect changes in PROGRAM operating costs, changes in risk resulting from operational changes, changes in property values or ownership, reevaluation of operating risks, participation in voluntary ICRMP program offerings, MEMBER conduct concerning exposures or risks or refusal to participate in or willful violation of safety or loss prevention programs or for other reasons established by the BOARD. Conversely, the

PROGRAM may offer contribution amount discounts for any MEMBER that faithfully participates in loss prevention and safety programs or for other reasons established by the PROGRAM. Each MEMBER'S contribution amount shall be calculated in accordance with rate determination methods approved by the BOARD for any Policy Year, unless additional coverage is requested by the MEMBER. MEMBERS acknowledge that rate-setting is not a matter of precise application of an arithmetic formula, but rather reflects both tangible and intangible elements that are shaped by a combination of PROGRAM experiences and informed administrative discretion as delegated by the BOARD. No MEMBER may be further assessed during a Policy Year unless in response to a material change in property or activities not disclosed or addressed at the time of annual renewal. Additional contribution amount may be charged when changes are made to covered property or activities during the course of a year. The PROGRAM reserves the right to condition continued participation by any MEMBER upon compliance with specific performance requirements, payment of modified deductible amounts and such other measures as the PROGRAM deems necessary or appropriate. The PROGRAM also reserves the right to discontinue membership or diminish coverage or limits or increase the self-insured responsibility of any MEMBER that does not cooperate with PROGRAM goals, objectives, or requirements or that acts without regard to consequences concerning matters that affect ICRMP and its MEMBERS.

ARTICLE X. BOARD OF TRUSTEES – ELECTION AND REPRESENTATION.

The BOARD of Trustees shall be comprised of nine (9) elected public officials, upon the initial effective date of this iteration of the JPA, six (6) of whom shall be county commissioners and three (3) who shall hold elective office in other POLITICAL SUBDIVISIONS. The electoral/appointive boundaries for designated BOARD members shall be organized as follows:

County District I: Counties of Boundary, Bonner, Kootenai, Benewah and Shoshone.

County District II: Counties of Latah, Clearwater, Nez Perce, Lewis and Idaho.

County District III: Counties of Adams, Valley, Washington, Payette, Gem, Boise, Canyon, Ada, Elmore and Owyhee.

County District IV: Counties of Camas, Blaine, Gooding, Lincoln, Jerome, Minidoka, Twin Falls and Cassia.

County District V: Counties of Bingham, Power, Bannock, Caribou, Oneida, Franklin and Bear Lake.

County District VI: Counties of Lemhi, Custer, Clark, Fremont, Butte, Jefferson, Madison, Teton and Bonneville

Region I: Elected official of a city from within Districts I, II, and III elected by all Member cities in the Region .

Region II: Elected official of a city from within Districts IV, V and VI elected by Member cities in the Region.

Special District Member : Elected official of any MEMBER other than a county or city, selected by a vote of the Board, chosen from nominees submitted by non-county or non-city MEMBERS. .

Each member of the BOARD shall be either a commissioner elected from a MEMBER County, an elected official of a MEMBER city or other POLITICAL SUBDIVISION, and shall

serve for a period of two (2) years, or until a successor is elected or appointed. Four (4) members of the BOARD (even-numbered County Districts and the Region II seat) shall be elected for two (2) year terms in November/December of odd-numbered years, while another five (5) members of the BOARD (odd-numbered County Districts and the Region I seat plus the Special District Member) shall be elected/appointed for two (2) year terms in even-numbered years. For purposes of this Agreement, a "Board Seat" shall be defined as the position on the ICRMP Board of Trustees designated for and occupied by the representative duly elected or appointed from a District, Region or statewide, respectively, as outlined in this Section. The Executive Director shall administer the election process in order to allow election results to be canvassed by the BOARD during its December meeting. The respective boards of county commissioners of each MEMBER county may cast a ballot for their District member of the BOARD; governing boards of cities may vote for regional City representatives and Special District Member candidates may be nominated by governing boards of Member Special Districts. Valid ballots must be received by ICRMP at a time and place specified by the Executive Director prior to the BOARD's final meeting each calendar year. Each member of the BOARD shall serve from the date of the first BOARD meeting in the year succeeding his election/appointment through the conclusion of his/her term when a succeeding BOARD member is seated or for another term if the BOARD member is re-elected/reappointed.

Article XI. REMOVAL OF BOARD MEMBER

At any time during the course of service of an elected BOARD member such member may be removed by the PROGRAM MEMBERS that elected such BOARD member by either of two (2) means. The first method by which an elected BOARD member's continued service may be submitted to his constituent electors is by receipt of a petition of no confidence approved by the respective governing boards of MEMBER entities equal to at least one-half (1/2) of the number of votes received by the BOARD member when the BOARD member was most recently elected to the BOARD. Any such petition shall succinctly set forth the reasons of misconduct, personal behavior, wrongdoing, failure to exercise diligence or failed representation that justifies a no-confidence/removal election.

The second alternative to refer a BOARD member's continued service to his constituent electors would be a no-confidence declaration by members of the ICRMP BOARD. By majority vote of no confidence, exclusive of the BOARD member in question, the BOARD may choose to submit the question of continued service by an elected BOARD member to the BOARD member's constituent electors, stating in any motion to proceed with such election the express reasons therefor. Any BOARD member appointed to fill the remainder of an elected member's term shall be treated as an elected BOARD member.

In the event of receipt of a qualifying no-confidence petition, or following a no-confidence vote by the ICRMP BOARD, the question to be presented to a BOARD member's constituent electors shall be whether the identified BOARD member should continue to serve on the BOARD. The reasons for no-confidence stated in the petition from dissatisfied MEMBERS or expressed in the motion by BOARD shall be included in election materials sent to constituent

electors along with a statement prepared by the BOARD member in response. Neither message shall exceed three hundred (300) words. Voting in any such election shall be open for at least twenty-one (21) days from the date ballots are first mailed. The Executive Director shall establish a time and date-certain by which all ballots must be received. Votes shall be tallied by the Executive Director or his designee(s). A majority of lawful votes cast shall determine the outcome. If a no-confidence vote results in removal of BOARD member, the seat may be refilled by BOARD appointment until the next election wherein a replacement can be elected to fill a new term or the remainder of the prior term, whichever is applicable.

Any BOARD Member holding an appointive or *ex-officio* non-voting position may be removed by majority vote of the BOARD for reasons of misconduct, personal behavior, wrongdoing or failure to exercise diligence after providing the BOARD Member a written statement of concerns and allowing the BOARD Member an opportunity to be heard by the BOARD. In the circumstances of such proceedings, a BOARD Member facing possible removal shall be entitled to written notice of the concerns no less than seven (7) calendar days prior to BOARD action and the hearing opportunity for the subject BOARD Member shall be no less than one (1) hour in duration.

ARTICLE XII. POWERS AND DUTIES OF THE BOARD OF TRUSTEES.

The BOARD shall have the following powers and duties:

- (1) To annually elect a chairman and vice-chairman. Each officer shall serve until his or her successor is elected.
- (2) To admit or expel MEMBERS, or to condition continued participation in the PROGRAM, in accordance with this Agreement.
- (3) To establish procedures for determining contribution amounts and authorizing payment procedures for MEMBERS.
- (4) To establish the insurance and risk management program design.
- (5) To provide for selection of all personnel and contractors necessary for the administration of ICRMP, including the appointment of an Executive Director to supervise the business of the PROGRAM and carry out other functions delegated by the BOARD.
- (6) To establish a schedule for BOARD meetings.
- (7) To exercise all powers of ICRMP, except powers reserved to the MEMBERS.
- (8) To prepare, adopt and oversee ICRMP's budget.
- (9) To receive reports concerning PROGRAM activities and to make reports to the MEMBERS.
- (10) To provide for underwriting, claims and loss control procedures.
- (11) To provide for the investment and disbursement of funds.
- (12) To establish by-laws, rules and regulations governing its own conduct and procedures and the powers and duties of its officers, not inconsistent with this Agreement.
- (13) To provide to MEMBERS an annual report of operations and financial affairs.

- (14) To form committees and advisory panels; and to provide other services as needed by ICRMP. The BOARD shall determine the method of appointment and terms of members of committees and advisory panels.
- (15) To submit to MEMBERS a subsequent, substitute, or replacement JPA at the date of periodic renewal, or otherwise, for re-adoption, express acceptance or payment of a member contribution by MEMBERS.
- (16) To dissolve ICRMP and disburse its remaining assets when BOARD action is accompanied by a two-thirds (2/3) vote of the entire then-current MEMBERSHIP, provided that a notice of intent to dissolve ICRMP shall be given to the Director of the Department of Insurance of the State of Idaho at least ninety (90) days prior to the proposed effective date. Like notice of such intent shall be provided to all MEMBERS at least thirty (30) days before any such vote regarding dissolution.
- (17) To appoint or remove appointed or non-voting *ex-officio* members of the BOARD
- (18) To do or delegate all acts necessary and proper for the implementation of this Agreement.

ARTICLE XIII. ESTABLISHMENT OF LOSS PAYING FUND.

The PROGRAM shall endeavor to maintain available funds in amounts the BOARD deems reasonably sufficient to annually provide the resources necessary to fund ICRMP's general and administrative expenses, any reinsurance or excess insurance requirements, to pay the current year's claims and claims expenses and to sustain the financial stability of the PROGRAM, in addition to funds necessary to meet ICRMP's obligation to satisfy the requirements of any regulatory authority.

ARTICLE XIV. SCOPE OF COVERAGE.

- (1) ICRMP shall provide policy protection to each MEMBER as provided in the MEMBER'S policy of insurance. MEMBER acknowledges that the policy of insurance transfers risk of loss from the MEMBER to ICRMP subject to the terms, conditions and exclusions addressed by the policy. MEMBER acknowledges that not all risks are insurable and that any excluded risks are not transferred pursuant to this Agreement.
- (2) In the event that a claim or a series of claims exceeds the amount of coverage provided by the MEMBER'S Policy, payment of valid claims shall become the sole and separate obligation of the individual MEMBER or MEMBERS against whom the claim was made and perfected by litigation or settlement. No Subscriber shall be entitled to a contribution from other MEMBERS beyond the annual amount obligated by this Joint Power Subscribers Agreement and the policy of insurance which complements it.

ARTICLE XV. MEETINGS OF THE BOARD OF TRUSTEES.

- (1) The BOARD may set a time and place for meetings in accordance with applicable law. All provisions of law applicable to public meetings shall be

observed.

- (2) A majority of seated trustees shall constitute a quorum to do business. All formal acts of the BOARD shall require a majority vote of the trustees present and voting, unless otherwise required by law.
- (3) Because of the distance that separates the Trustees, the BOARD may conduct official business by telephone/video conference call. When a conference call meeting is convened the base of such meeting will normally be the ICRMP Building in Boise, Idaho. An alternative base meeting location may be designated by the Executive Director when necessary to effectively conduct BOARD business. At the base location a speaker phone shall be provided in order to allow the public to hear the discussion carried on by the BOARD. Executive session and notice provisions of the Open Meeting Law shall apply when appropriate or required.

ARTICLE XVI. LIABILITY OF BOARD OF TRUSTEES OR OFFICERS.

The trustees or officers of ICRMP should use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties hereunder. They shall not be personally liable for any mistake of judgment or other action made, taken or omitted by them in good faith; nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care so long as the actions or omissions complained of shall have taken place within the course and scope of their official duties. No trustee shall be personally liable for any action taken or omitted by any other trustee. The assets of ICRMP may be used to defend and indemnify any trustee, officer, agent or employee for actions taken by each such person in good faith within the scope of his or her authority for ICRMP as public officials in the state of Idaho. ICRMP may purchase insurance providing coverage for trustees, officers and employees.

ARTICLE XVII. WITHDRAWAL FROM MEMBERSHIP.

Any MEMBER may withdraw from ICRMP after the MEMBER'S initial one (1) year term by giving notice to the Executive Director, in writing, of its desire to withdraw. Any MEMBER may withdraw from ICRMP without financial penalty within thirty (30) days after the date that the PROGRAM gives notice in writing of an amendment to this Agreement or its accompanying policy of insurance by tendering to the Executive Director written notice of its intent to withdraw. The continuing rights of any withdrawing MEMBER shall be as set forth in the most recent JPA. A voluntarily withdrawing MEMBER shall be deemed to have forfeited any claim of right or equity to any portion of liquidated surplus or to any credit or dividend should any be declared by the Board of Trustees.

ARTICLE XVIII. EXPULSION OF MEMBERS - CONDITIONS OF CONTINUED PARTICIPATION.

- (1) Any MEMBER may be expelled at the initiation of the Executive Director or the BOARD at any time during a policy year for one or more of the following reasons:

- (a) Failure to make any payments due to ICRMP.
 - (b) Willful failure to undertake or continue loss reduction or loss prevention recommendations by ICRMP.
 - (c) Failure to allow ICRMP reasonable access to all facilities and records of the MEMBER necessary for proper administration of ICRMP.
 - (d) Failure to fully cooperate with ICRMP's attorneys, claim adjusters or other agents, employees, or officers of ICRMP.
 - (e) Failure to carry out any obligation of a MEMBER which impairs the ability of ICRMP to carry out its purpose or powers.
 - (f) Exhibiting reckless behavior which causes claims which could have been avoided by prudent or responsible action.
- (2) No MEMBER expulsion shall be effective until at least thirty (30) days after notice from the Executive Director of the alleged failure of performance, however the notice from the Executive Director may include exclusions from, or limitations on, coverage related to foreseeable actions addressing conduct of the MEMBER. Any such exclusions or limitations shall be effective immediately unless subsequently rescinded by BOARD action or modified by mutual agreement. Notice to a MEMBER shall state whether a cure is believed to be possible. The MEMBER may request, in writing, a hearing before the BOARD, either by telephone or in person, within fourteen (14) days of the notice provided by the Executive Director. MEMBERS must act through their elected governing board. Notices of expulsion are subject to the Dispute Resolution Procedure set forth in Article VIII. If a decision to expel is affirmed after hearing, such date of expulsion shall relate back to the date of initial decision to expel by the Executive Director or the BOARD from which the notice of intent to expel derives. The rights of any expelled MEMBER shall be as set forth in this Agreement or upon such other terms and conditions as the BOARD may negotiate with the expelled MEMBER. Nothing in any policy of Insurance shall contravene provisions of this JPA respecting separation from the PROGRAM.
- (3) Any MEMBER separating from ICRMP (withdrawing or expelled) shall not be entitled to any reimbursement of contribution amounts that have been paid unless otherwise required by provisions of applicable law. All claims relating to events occurring after the date of separation from ICRMP shall become the sole responsibility of the separated Subscriber. With respect to any Claims Made coverage provided to a MEMBER, any claims occurring or reported after the date of separation from ICRMP shall become the sole responsibility of the separated MEMBER. Any MEMBER expelled from the PROGRAM by action of the Board of Trustees shall have any entitlement to liquidation value provided pursuant to this JPA reduced by the amount of ultimate net loss that exceeds the MEMBER's contributions for the period of liquidation rights established by the terms of the JPA then in effect. Such entitlement to liquidation value shall be payable only upon actual liquidation of the PROGRAM.
- (4) As an alternative to expulsion the BOARD or Executive Director may, at any time, condition continued participation in the PROGRAM upon compliance with specific

terms and conditions established by agreement between the MEMBER and ICRMP. Conditions may include consultation requirements, increased deductible amounts, increased MEMBER contributions, restriction of coverage, diminishment of coverage limits and such other limitations as the BOARD may deem reasonable to protect the resources of ICRMP.

ARTICLE XIX. BINDING CONTRACTUAL OBLIGATION.

This document shall constitute a JPA, a binding contract, among those POLITICAL SUBDIVISIONS that are MEMBERS of ICRMP. The terms of this Agreement may be enforced in court by ICRMP itself or by any of its MEMBERS, as respects its interests, subject to the terms and conditions of applicable laws and this Agreement. The consideration for the duties herewith imposed upon the MEMBERS to take certain actions and to refrain from certain other actions is based upon the mutual promises and agreements of the MEMBERS set forth herein and the Member contributions paid by Members. This Agreement shall be deemed approved by each MEMBER by payment of the required Member contribution or by subsequent renewal pursuant to procedures specified by law, the Executive Director or the BOARD. MEMBER asserts that it has complied with relevant laws and that it waives its ability to object to the binding nature of this Agreement by virtue of informalities in its approval. Except to the extent of the financial contributions to ICRMP agreed to herein, or such additional obligations as may come about through amendments to this Agreement, no MEMBER agrees or contracts herein to be held responsible for any claims in tort or contract made against any other MEMBER. The contracting parties intend in the creation of ICRMP to establish an organization for joint risk management only within the scope herein set out, and have not herein created as between MEMBER and MEMBER any relationship of general surety or indemnitor, nor by participating herein does any MEMBER otherwise assume responsibility for the debts of or claims against any other MEMBER.

ARTICLE XX. DISTRIBUTION OF PROPERTY, FUNDS AND SUPPLIES UPON DISSOLUTION OF ICRMP.

In the event of termination of this JPA such that ICRMP is dissolved, all unused consumable supplies, non-consumable supplies or other property or assets acquired by ICRMP shall be liquidated in a manner permissible by law, and the proceeds of such liquidation shall be disbursed to the then-current MEMBERS at a rate proportionate to each MEMBER'S *pro rata* share of the cumulative Member contributions paid to ICRMP for the most recent five (5) fiscal years. Said determination of net asset distribution shall be made in good faith by the BOARD subject to application of the business judgment rule.

ARTICLE XXI. SEVERABILITY.

In the event that any Article, provision, clause or other part of this Agreement should be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability with respect to other Articles, provisions, clauses, applications or occurrences, and this Agreement is expressly declared to be severable.

ARTICLE XXII. POWER OF ATTORNEY - EXPENSES AND DUTIES.

- (1) To the extent required by Idaho Code Title 41, Chapter 29, and not inconsistent with applicable constitutional and statutory obligations and prerogatives, MEMBER hereby appoints Idaho Counties Risk Management Program, Underwriters (ICRMP), as its Attorney-in-Fact empowered to take all actions and execute all documents which are necessary or appropriate in carrying on the business of insurance through ICRMP on behalf of MEMBER. MEMBER agrees that the BOARD of ICRMP may delegate powers to an Executive Director in accordance with this JPA.
- (2) The Executive Director appointed by the BOARD is hereby empowered by the undersigned to accept service of process on behalf of ICRMP. The Director of the Department of Insurance of the State of Idaho is also authorized to receive service of process in actions against ICRMP upon contracts of insurance provided to Subscribers of ICRMP. Such authorization does not supersede the procedural requirements of this Agreement. The general services to be performed by the Executive Director shall include: (a) issuing, underwriting and servicing policies of insurance; (b) contracting with agents for sale and servicing of policies of insurance; (c) executing treaties of reinsurance or contracts of excess insurance; (d) providing risk management services and administering programs to diminish claims for damages and (e) supervising the investment policy of ICRMP. The Executive Director's obligations and liability shall be limited by the terms and conditions of ICRMP's JPA and by the Idaho Tort Claims Act.
- (3) The general items of expense to be paid by ICRMP shall include, but not be limited to: (a) losses and claims payments; (b) allocable claims expense; (c) governmental charges, license fees, and lawful taxes; (d) expenses incurred in auditing ICRMP's books and records; (e) contribution amount collection costs; (f) BOARD expenses; (g) premiums on reinsurance and excess insurance; (h) fees of investment counsel and direct investment expense; (i) salaries and expenses of officers and employees of ICRMP; (j) disbursement of dividends; (k) special expenses authorized by the Board of Trustees of ICRMP; (l) broker and agent commissions; (m) indemnity insurance premiums; (n) home and branch office expense; and (o) actuarial, auditing, legal, risk management and loss prevention expenses.
- (4) The Power of Attorney conveyed herein shall expire upon termination of all obligations of ICRMP. The policies of insurance issued by ICRMP are conditional upon payment of MEMBER contributions to ICRMP. The liability of each MEMBER for the obligations of ICRMP shall be an individual, several and proportionate liability and not a joint liability. The liability of each MEMBER shall be limited as stated in this JPA provided, however, that in no event shall any MEMBER be required to contribute more than the amount authorized by applicable state statutes and constitutional provisions pursuant to which ICRMP is established.

ARTICLE XXIII. MISCELLANEOUS PROVISIONS - NOTICE.

- (1) The provisions of this Agreement shall be interpreted pursuant to the laws of the State of Idaho.
- (2) The parties hereto consent that courts in the State of Idaho shall have jurisdiction over any dispute arising under this Agreement after exhaustion of the dispute resolution procedures provided for herein. If reasonable attorney fees are incurred in enforcing provisions of this Agreement in a court of law, the prevailing party to such an action shall be entitled to reimbursement of its reasonable attorney fees.
- (3) No waiver of any breach of this Agreement or any provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any of the other provisions herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligations or acts.
- (4) In the event that any provision of this Agreement is in conflict with or is incompatible with the MEMBER'S Policy issued hereunder, the terms and conditions of the MEMBER'S Policy shall prevail and take precedence.
- (5) This Agreement may be modified or amended by a written agreement entered into by the BOARD. Provided, however, no such modification shall be effective retroactively without Member consent, nor as to any insurance contract or coverage issued prior thereto. Said modifications may be made effective during a Policy Year only to comply with applicable laws respecting operation of ICRMP or with express consent of the MEMBER. Changes may be made to the policy of insurance issued by ICRMP at any time during the policy year in accordance with rules or statutes governing the business of insurance within the State of Idaho. If a MEMBER does not accept changes made during a policy year, its sole remedy shall be to cancel future coverage, subject to a proportionate refund of any *pro rata* MEMBER contributions already paid, less equitable commission and administrative charges.
- (6) MEMBER agrees to hold ICRMP, its employees, contractors, and/or legal counsel, harmless and without liability to MEMBER from any claims arising out of loss control or related administrative activities undertaken for Subscriber's benefit. ICRMP assumes no responsibility for the lawful operation of MEMBER'S POLITICAL SUBDIVISION. MEMBER further agrees that communications with attorneys on the ICRMP staff or retained by the PROGRAM to assist a MEMBER to resolve or avoid claims will remain confidential pursuant to the Attorney-Client privilege and that written materials generated as a consequence of such effort to assist MEMBER shall constitute attorney work product. MEMBER further agrees that the employees, contractors and/or legal counsel of ICRMP when acting in a loss control capacity are representing ICRMP, not MEMBERS, and that information obtained in such loss control capacity may be provided to ICRMP in order to carry out the purposes of this JPA.

- (7). All notices required to be given under this Agreement shall be delivered in writing. Notices by a MEMBER to ICRMP shall be sent to ICRMP'S principal place of business. Notices to any Subscriber shall be sent to the Subscriber's last known address. In the event that any party to this Agreement desires to change its address, notice of change of address shall be sent to the other party by United States Mail in accordance with the terms and provision of this Article. Each Member of ICRMP whether by initiating membership after October 1, 2013, or by renewing membership after October 1, 2013, hereby authorizes and consents to delivery of documents between itself and ICRMP by electronic means in accordance with provisions of Idaho Code §41-1851 or its successor unless it provides written notice to ICRMP that it declines to accept delivery of documents by electronic means.
- (8) Warranty of Eligibility – Each MEMBER authorizing participation in ICRMP by approval of this Agreement and execution by an authorized official hereby warrants that it is a political subdivision of the state of Idaho as defined by the Idaho Tort Claims Act and thereby eligible to be a MEMBER of ICRMP. By such warranty each MEMBER consents to its immediate separation from ICRMP participation upon discovery that it is not a qualifying political subdivision. Each MEMBER also agrees that it will indemnify ICRMP for any loss ICRMP may suffer by virtue of the inapplicability of privileges and immunities otherwise available to political subdivisions of the state of Idaho by virtue of the mischaracterization of any MEMBER as a qualified Idaho political subdivision.

OTHER BUSINESS

City Council Staff Report

Date: October 7, 2014
From: Troy Tymesen, Interim City Administrator
Subject: City Logo improvements

DECISION POINT:

To approve the enhanced and modified City Logo which will be used by the general government offices and the Mayor's office.

HISTORY:

City staff has worked with NIC students, the City's communication committee and received positive productive improvement ideas from the public to enhance the general government logo.

FINANCIAL ANALYSIS:

The cost for this change will be implemented over time and will not negatively impact the new financial plan which has been adopted.

PERFORMANCE ANALYSIS:

This change will modernize one of the logos that the City uses as it sends out information and produces financial reports.

DECISION POINT:

To approve the enhanced and modified City Logo which will be used by the general government offices and the Mayor's office.

ORIGINAL



V. 1



V. 2



V. 3



STAFF REPORT

DATE: *October 7, 2014*

FROM: *Legal Department*

SUBJECT: *Authorizing Representation in Small Claims Trials*

DECISION POINT:

The Council is requested to authorize Judy House, Claims/Code Enf/Risk Manager to represent the City in Small Claims Trials.

HISTORY:

Idaho Code 1-2306 indicates the city shall designate a nonattorney employee who is authorized to appear in defense of the action – on behalf of the City..

FINANCIAL ANALYSIS:

There is none

PERFORMANCE ANALYSIS:

Judge Peterson ruled on September 16, 2014 that the plaintiff in a case had not completed proper service notification of the small claims trial because plaintiff hadn't served the Idaho Attorney General and dismissed the plaintiff's case and cited I.C.§1-2306. Idaho Code 1-2306 also indicates the city shall designate a nonattorney employee who is authorized to appear in defense of the action.

DECISION POINT/RECOMMENDATION:

Authorize Judy House to represent the City in Small Claims Trials.

RESOLUTION NO. 14-044

A RESOLUTION OF THE CITY OF COEUR D'ALENE, IDAHO, AUTHORIZING THE CITY'S CLAIMS/CODE ENFORCEMENT/RISK MANAGER, TO REPRESENT THE CITY IN SMALL CLAIMS TRIALS.

WHEREAS, IC 1-2306 authorizes the City Council to designate a City official to represent the City in Small Claims trials;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Coeur d'Alene, Idaho, that the then current Claims/Code Enforcement/Risk Manager (currently Judy House), is hereby authorized to represent the City in Small Claims trials.

DATED this 7th day of October, 2014.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MILLER VOTED _____

COUNCIL MEMBER EDINGER VOTED _____

COUNCIL MEMBER EVANS VOTED _____

COUNCIL MEMBER MCEVERS VOTED _____

COUNCIL MEMBER ADAMS VOTED _____

COUNCIL MEMBER GOOKIN VOTED _____

_____ was absent. Motion _____.

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

A. INTRODUCTION

This matter having come before the City Council on, September 2, 2014, and there being present a person requesting approval of ITEM: ZC-2-14, a request for R-17 (Residential at 17 units/acre) to NC (Neighborhood Commercial) zoning district.

APPLICANT: DAVID RUCKER

LOCATION: +/- 0.50 ACRE PARCEL AT 602 E. GARDEN, AND MORE COMMONLY KNOWN AS "THE OLD CENTRAL SCHOOL SITE".

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

- B1. That the existing land uses are single-family, duplex, multi-family housing, religious assembly and professional office uses (Social Security Office).
- B2. That the Comprehensive Plan Map designation is Historical Heart – Transition.
- B3. That the zoning is R-17.
- B4. That the notice of public hearing was published on, August 16, 2014, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on, August 18, 2014, which fulfills the proper legal requirement.
- B6. That 50 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on August 15, 2014.
- B7. That public testimony was heard on September 2, 2014.
- B8. That this proposal is in conformance with the Comprehensive Plan policies as follows:
 - *Objective 2.04 – Downtown & Neighborhood Service Nodes:
Prioritize a strong, vibrant downtown and compatible neighborhood service nodes throughout the city.*
 - *Objective 3.05 – Neighborhoods:
Protect and preserve existing neighborhoods from incompatible land uses and developments.*

- *Objective 3.11 – Historic Preservation:
Encourage the protection of historic buildings and sites.*

- B9. That public facilities and utilities are available and adequate for the proposed use. This is based on the staff report and the availability of utilities for the uses.
- B10. That the physical characteristics of the site do make it suitable for the request at this time because there are no topographical or other physical constraints that would make the subject property unsuitable for the request. The structure has been in existence since the early '1800's.
- B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, and/or existing land uses because the proposed zone change will not impact traffic generated from the subject property. The proposed zone change will be more limiting than the current zoning on the property.

C. ORDER: CONCLUSION AND DECISION

The City Council, pursuant to the aforementioned, finds that the request of DAVID RUCKER for a zone change, as described in the application should be approved.

Special conditions applied are as follows:

NONE.

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

ROLL CALL:

Council Member Gookin	Voted Yes
Council Member Edinger	Voted Yes
Council Member Evans	Voted Yes
Council Member Adams	Voted Yes
Council Member Miller	Voted Yes

Council Member McEvers was absent.

Motion to approve carried by a 5 to 0 vote.

MAYOR STEVE WIDMYER

ORDINANCE NO. _____
COUNCIL BILL NO. 14-1019

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM R-17 (RESIDENTIAL AT 17 UNITS/ACRE) TO NC (NEIGHBORHOOD COMMERCIAL), SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: +/- 0.50 ACRE PARCEL AT 602 E GARDEN, AND MORE COMMONLY KNOWN AS "THE OLD CENTRAL SCHOOL SITE"; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

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

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

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

The property is described as a +/- 22,000 sf parcel (4-lots) at 602 E. Garden Avenue and legally described as Lots, 1,2,3 and 4, Block 20, COEUR D'ALENE AND KINGS ADDITION TO COEUR D'ALENE, according to the plat thereof, filed in Book C of Deeds at page(s) 144, records of Kootenai County, Idaho.

is hereby changed and rezoned from R-17 (Residential at 17 units/acre) to NC (Neighborhood Commercial).

SECTION 2. That the Zoning Act of the City of Coeur d'Alene, known as Ordinance No. 1691, Ordinances of the City of Coeur d'Alene, is hereby amended as set forth in Section 1 hereof.

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

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

SECTION 5. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on October 7, 2014.

APPROVED this 7th day of October 2014.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____

Zone Change – ZC-2-14

602 E Garden – The Old Central School Site

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM R-17 (RESIDENTIAL AT 17 UNITS/ACRE) TO NC (NEIGHBORHOOD COMMERCIAL), SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: +/- 0.50 ACRE PARCEL AT 602 E GARDEN, AND MORE COMMONLY KNOWN AS "THE OLD CENTRAL SCHOOL SITE"; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, 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. _____, **Zone Change – ZC-2-14 - 602 E Garden – The Old Central School Site**, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 7th day of October, 2014.

Warren J. Wilson, Chief Civil Deputy City Attorney

**City Council
Staff Report**

To: City Council
From: H. Sid Fredrickson, Wastewater Supt.
Date: October 7, 2014
Subj: Cost-Sharing Sewer Extension

DECISION POINT:

Council may wish to authorize a demonstration pilot project for septic tank abatement involving three lots in the 700 block of North 20th St.

HISTORY:

There are some sections of the city that have lots that are still on septic tanks. While the utility cannot realistically extend sewers to everyone, this is an excellent area to do a demonstration project. There are three lots on the east side of the 700 block of north 20th St. that are on septic tanks. At least one of the systems has failed. Wastewater believes this is an opportunity to remove these tanks from over the aquifer, providing improvement to human health, while piloting a project to help determine the feasibility of future projects of this type.

It is proposed to extend sewer to serve these lots. This would be a joint responsibility of the homeowners, the wastewater utility and the street department. Construction would begin immediately to complete the project before winter sets in. The following are estimated costs for each participant:

- Homeowners - \$11,250 (\$3,750 each)
- Wastewater - \$11,250
- Street Department - \$ 3,000 (Paving)

The effectiveness and efficiency of this demonstration project will be assessed over the winter to determine the cost-effectiveness and equity of extending such a program to other isolated areas of the city.

Wastewater will authorize the installation of a new city main to serve these lots for a total of \$22,500. We have chosen a contractor and they can begin immediately.

Attached is a map of the area.

FINANCIAL ANALYSIS:

Each owner will be responsible for one third of the \$11,250 or \$3,750 in addition to the \$3,325 capitalization fee. This brings the total to \$7,075 per lot plus plumbing costs. Each owner will have one year to connect to the sewer and pay their portion of the cost-sharing amount.

PERFORMANCE ANALYSIS:

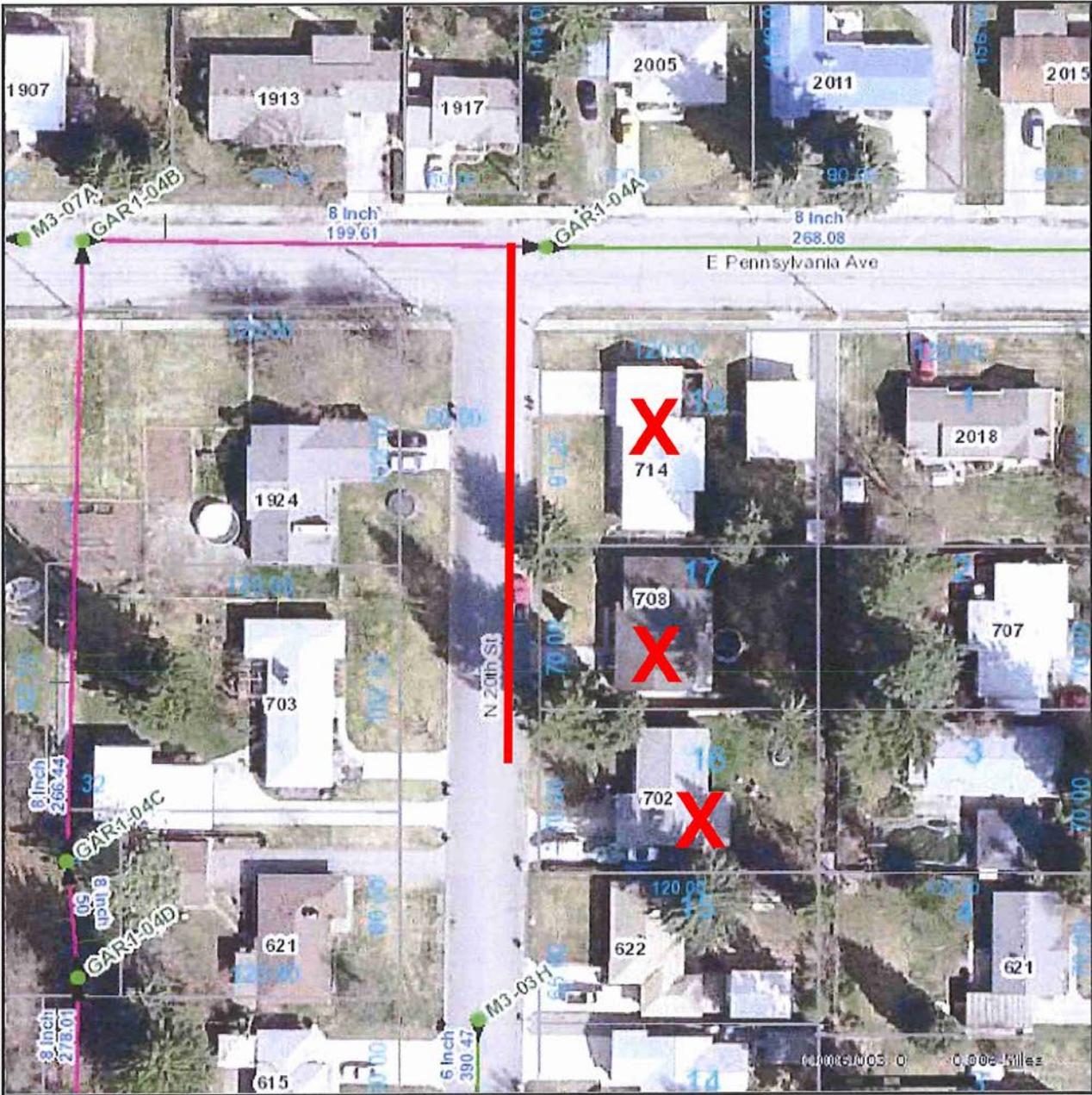
There are small pockets of lots that are not on city sewer and do not have ready access to a sewer. Wastewater is currently mapping these areas to determine the extent of the problem. This project will provide the City with cost and project data to determine the feasibility of extending this program to other areas. Additionally, by assisting some of these property owners, the utility will gain customers while helping to protect the environment by removing septic tank pollution to the aquifer.

Council may be asked in the future to adopt a formal policy to assist sewerage areas that lend themselves to reasonable costs to construct public sewer.

DECISION POINT:

Council may wish to authorize a demonstration pilot project for septic tank abatement involving three lots in the 700 block of North 20th St.

N 20th St WW



X House On Septic

| New Sewer Line

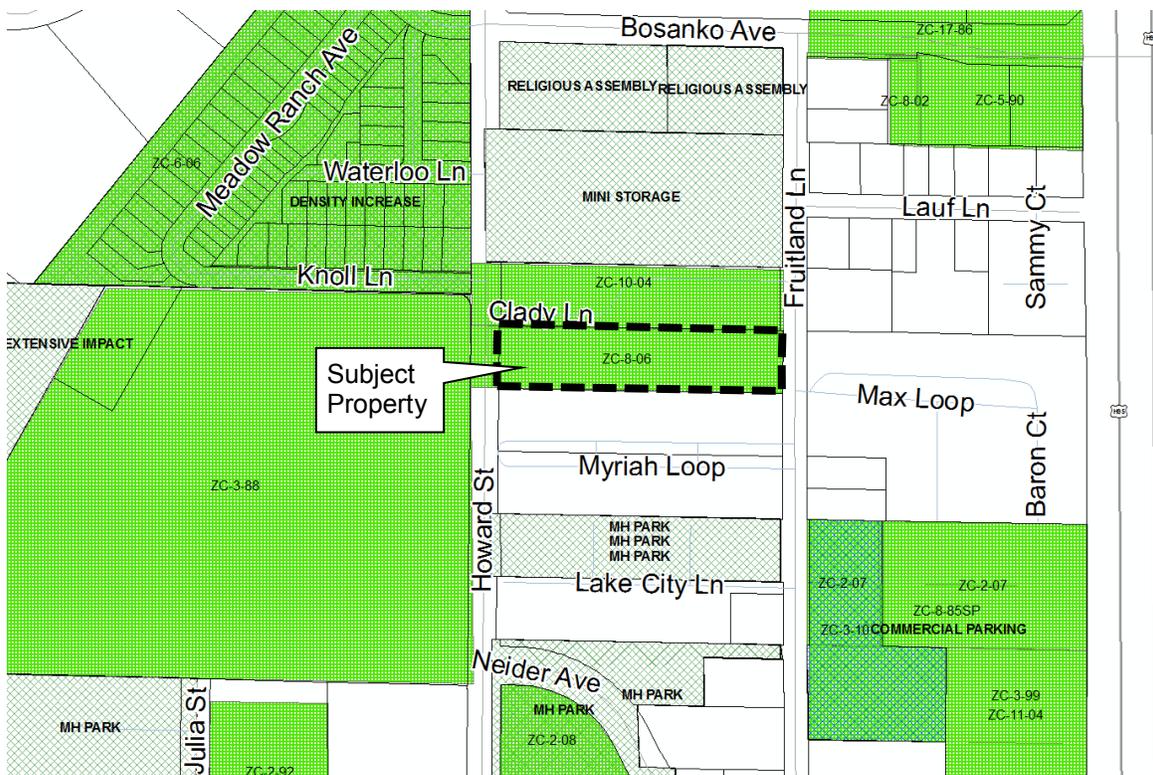
PUBLIC HEARINGS

APPEALED PLANNING COMMISSION DECISION:

On August 12th, 2014, Planning Commission held a regularly scheduled meeting to evaluate the applicant's request. The request was subsequently denied without prejudice. The minutes and findings from the meeting are attached for your review.

PRIOR LAND USE ACTONS:

Planning Commission and City Council approved a zone change request (ZC-8-06) on the subject property by Lela Wilson from MH-8 to R-12 in 2006. As seen in the map provided below, the area is in transition with a multitude of approved zone changes and special use permits in the vicinity of the subject property.



GENERAL INFORMATION:

This Residential district (R-17) is intended as a medium/high residential area that permits a mix of housing types at a density of 17 dwelling units per gross acre. This district is appropriate as a transition between low density residential and commercial districts, or as a buffer between arterial streets and low density residential districts.

REQUIRED FINDINGS:

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

2007 COMPREHENSIVE PLAN- LAND USE CATEGORY:

- The subject property is within the existing city limits.
- The City Comprehensive Plan Map designates this area as Fruitland-Transition:

Land Use: Fruitland



Transition:

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

Fruitland Tomorrow

Generally this area is envisioned as a commercial corridor with adjacent multi-family uses and will maintain a mix of the housing types that currently exist.

Commercial and manufacturing will continue to expand and care must be used for sensitive land use transition. A traffic study for US 95 is underway which may affect future development in this area.

The characteristics of Fruitland neighborhoods will be:

- That overall density will approach eight residential units per acre (8:1).
- That single- and multi-family housing should be located adjacent to compatible uses.
- Pedestrian and bicycle connections are encouraged.
- Uses that strengthen neighborhoods are encouraged.

The characteristics of Fruitland commercial areas will be:

- Commercial buildings will remain lower in scale than in the downtown core.
- Native variety trees will be encouraged along commercial corridors.

COMPREHENSIVE PLAN GOALS & OBJECTIVES:

Goal #1: *Natural Environment*

Our Comprehensive Plan supports policies that preserve the beauty of our natural environment and enhance the beauty of Coeur d'Alene.

Objective 1.12

Community Design:

Support the enhancement of existing urbanized areas and discourage sprawl.

Objective 1.14

Efficiency:

Promote the efficient use of existing infrastructure, thereby reducing impacts to undeveloped areas.

Objective 1.16

Connectivity:

Promote bicycle and pedestrian connectivity and access between neighborhoods, open spaces, parks and trail systems.

Goal #2: *Economic Environment*

Our Comprehensive Plan preserves the city's quality workplaces and encourages economic growth.

Objective 2.05

Pedestrian & Bicycle Environment:

Plan for multiple choices to live, work, and recreate within comfortable walking/biking distances.

Goal #3: *Home Environment*

Our Comprehensive Plan preserves the qualities that make Coeur d'Alene a great place to live.

Objective 3.01

Managed Growth:

Provide for a diversity of suitable housing forms within existing neighborhoods to match the needs of a changing population.

Objective 3.05

Neighborhoods:

Protect and preserve existing neighborhoods from incompatible land uses and developments.

Objective 3.06

Neighborhoods:

Protect the residential character of neighborhoods by allowing residential/commercial/industrial transition boundaries at alleyways or along back lot lines if possible.

Objective 3.07

Neighborhoods:

Emphasize a pedestrian orientation when planning neighborhood preservation and revitalization.

Objective 3.10

Affordable & Workforce Housing:

Support efforts to preserve and provide affordable and workforce housing.

Goal #4: Administrative Environment

Our Comprehensive Plan advocates efficiency and quality management in city government.

Objective 4.06

Public Participation:

Strive for community involvement that is broad-based and inclusive, encouraging public participation in the decision making process.

Evaluation:

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

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

STORMWATER:

City Code requires a stormwater management plan to be submitted and approved prior to any construction activity on the site. All runoff generated on the subject property is required to be retained on the subject property. Depending upon the type of residential facilities constructed, all roof drainage can be directed to individual or community type drainage swales, or, directly into drywell structures. Any proposed on-site street layout will be required to drain into on-site swales that are sized to the capacity required, as determined by the design engineer's calculations. All design information is required to be submitted for approval prior to development on the subject property.

STREETS:

The subject property is bordered by Fruitland Lane on the east, Howard Street on the west, and, sufficient right-of-way exists for both roadway corridors. Howard Street having been recently constructed (2010) is a fully developed street section. Fruitland Lane is a hodgepodge of new construction and older existing street. As development has occurred, the frontages are brought up to the current street standards.

-Submitted by Chris Bates, Engineering Project Manager

WATER:

There is an 8" water main in Howard and a 12" main in Fruitland. There should be sufficient water for the project. Appropriate fees will be assessed with future building permits. Any new mains and/or fire hydrants required to enhance fire flows will be the responsibility of the development and will be evaluated at the time of building permit(s).

-Submitted by Jim Markley, Water Superintendent

SEWER:

Public sewer is available within Fruitland Lane and of adequate capacity to support this zone change. Issues of lateral sizing will be dictated by building code at the time the applicant applies for a building permit.

-Submitted by Mike Becker, Utility Project Manager

FIRE:

Fire department access to the site (Road widths, surfacing, maximum grade and turning radiuses), in addition to, fire protection (Size of water main, fire hydrant amount and placement, and any fire line(s) for buildings requiring a fire sprinkler system) will be

reviewed prior to final plat recordation or building permit approval, utilizing the currently adopted International Fire Code (IFC) for compliance.

-Submitted by Bobby Gonder, Fire Inspector

Evaluation: *The City Council must determine, based on the information before them, whether or not the public facilities and utilities are adequate for the request.*

- C. **Finding #B10:** **That the physical characteristics of the site (make) (do not make) it suitable for the request at this time.**

PHYSICAL CHARACTERISTICS:

The site is generally flat with residential uses adjacent. There are no topographical or other physical constraints that would make the subject property unsuitable for the request.

SITE PHOTO:

From Howard St. looking east into Subject property:



Evaluation: *The City Council must determine, based on the information before them, whether or not the physical characteristics of the site make it suitable for the request at this time.*

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

TRAFFIC:

The ITE Trip Generation Manual estimates the project may generate approximately 11 adt's during the A.M. peak hour period and 10 adt's during the P.M. peak hour period. The adjacent and/or connecting streets will accommodate the additional traffic volume. The subject property can be accessible via two (2) street frontages (Fruitland and/or Howard), depending on how the design engineer lays out the site. In the vicinity of the subject property, the majority of the major street intersections are signalized, therefore, traffic flow into the area is very well regulated. Numerous local streets provide access to

the south of the site, therefore in combination with the signalized intersections, the assumption can be made the addition of 10-11 adt's during the peak hour periods will not significantly impact the traffic flow on the adjoining, or, adjacent streets.

NEIGHBORHOOD CHARACTER:

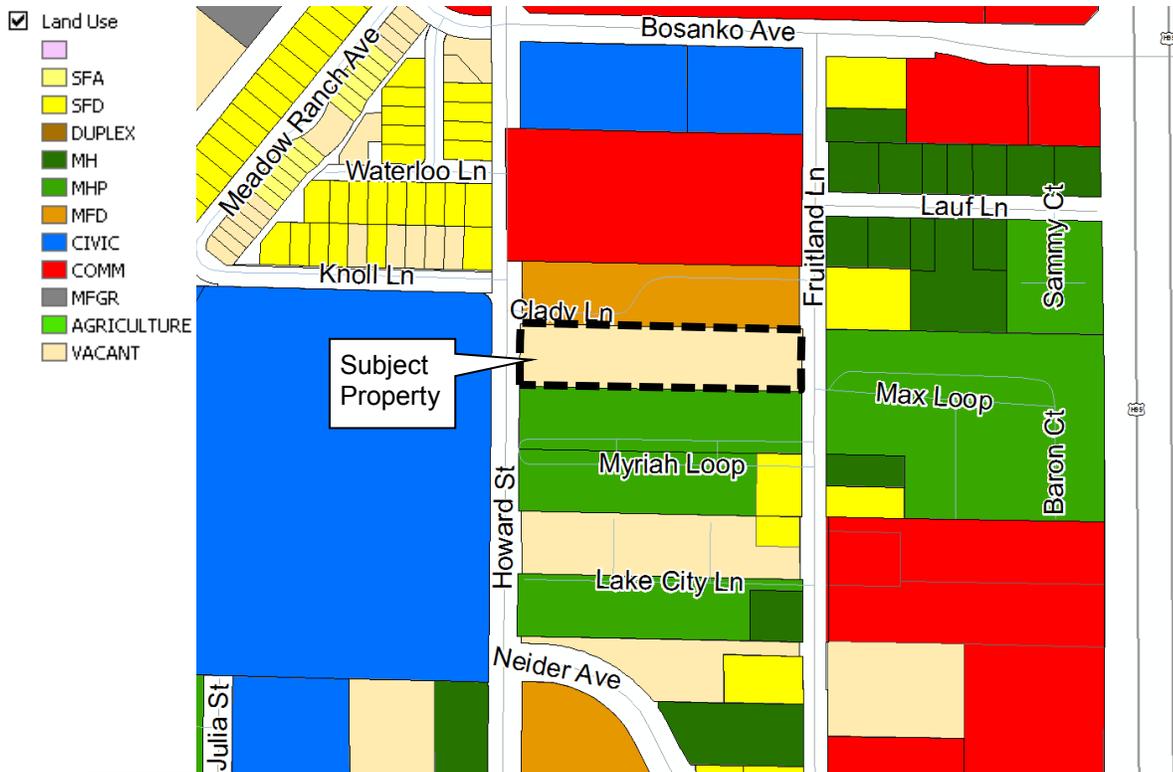
From 2007 Comprehensive Plan: Fruitland Today

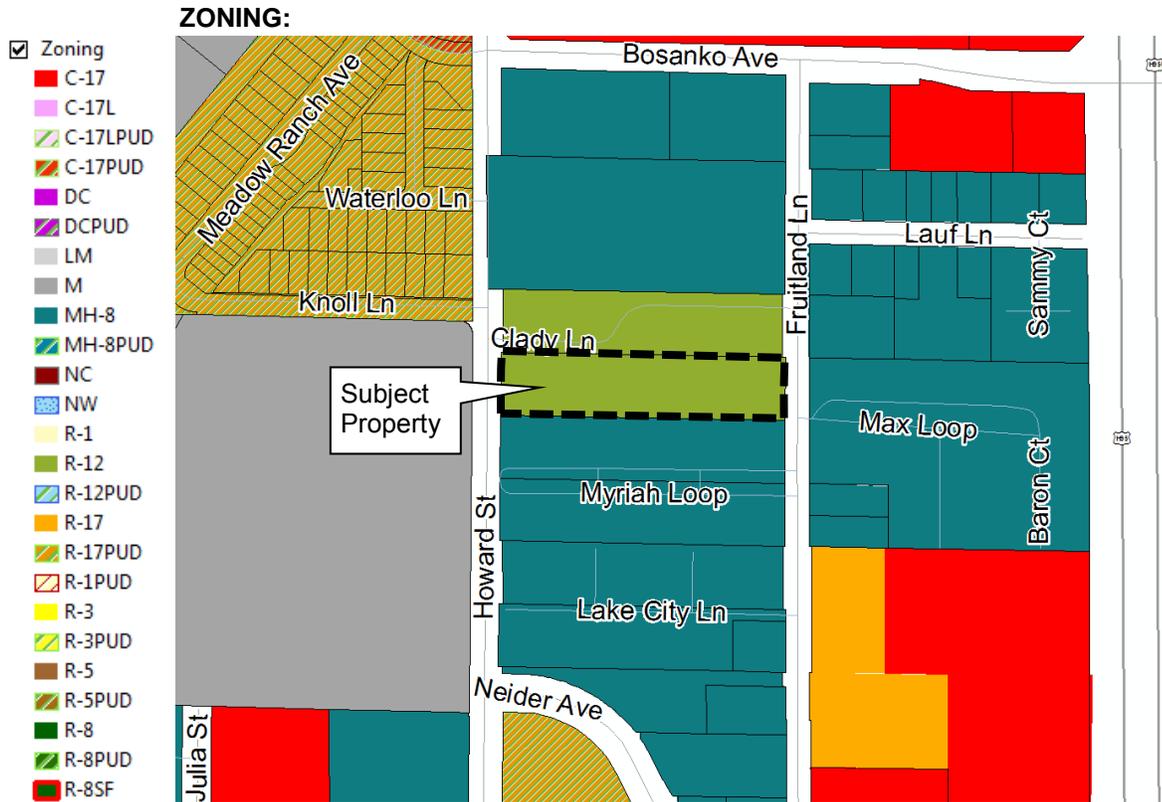
Fruitland is generally known as the area bordered by commercial uses along US 95, Kathleen Avenue to the north, commercial uses on Appleyway Avenue south, and the area separated by manufacturing and residential along the west.

The Fruitland area is home to diverse land uses. Commercial uses are common near major corridors transitioning to single-family housing with pockets of multi-family housing and mobile home parks. Manufactured homes are prevalent in areas removed from the US 95 corridor, and continued growth provides affordable housing for residents. Fruitland has the largest concentration of mobile home zoned property within city limits.

Topography is generally flat and development opportunities exist. A recent wastewater main extension north to Bosanko provides opportunity for development.

GENERALIZED LAND USE PATTERN:





Approval of the zone change request could intensify the potential use of the property by increasing the allowable uses by right as listed below. The overall maximum theoretical density, if approved, would be 30.51 (32) units in R-17 at 1/2500SF (Pocket housing or multi-family) versus 21.78 (22) units at 1/3500SF in R-12 (Pocket housing):

Existing R-12 Zoning District:

Principal permitted uses in an R-12 district shall be as follows:

- Administrative
- Duplex housing
- Essential service (underground)
- "Home occupation", as defined in this title
- Neighborhood recreation
- Pocket residential development
- Public recreation
- Single-family detached housing as specified by the R-8 district

Permitted uses by special use permit in an R-12 district shall be as follows:

- Boarding house
- Childcare facility
- Commercial film production
- Commercial recreation
- Community assembly
- Community education
- Community organization
- Convenience sales
- Essential service (aboveground)
- Group dwelling - detached housing
- Handicapped or minimal care facility
- Juvenile offenders facility
- Noncommercial kennel
- Religious assembly
- Restriction to single-family only
- Two (2) unit per gross acre density increase

Proposed R-17 Zoning District:

Principal permitted uses in an R-17 district shall be as follows:

- Single-family detached housing
- Duplex housing
- Pocket residential development
- Multi-family

- Home occupations
- Administrative
- Public recreation.
- Neighborhood recreation.
- Essential service (underground)
- Childcare facility
- Community education

Permitted uses by special use permit in an R-17 district shall be as follows:

- Automobile parking when the lot is adjoining at least one point of, intervening streets and alleys excluded the establishment which it is to serve; this is not to be used for the parking of commercial vehicles
- Boarding house
- Commercial film production
- Commercial recreation
- Community assembly
- Community organization
- Convenience sales
- Group dwelling - detached housing.
- Handicapped or minimal care facility
- Juvenile offenders facility
- Ministorage facilities
- Mobile home manufactured in accordance with section 17.02.085 of this title
- Noncommercial kennel
- Nursing/convalescent/rest homes for the aged
- Rehabilitative facility
- Religious assembly
- Residential density of the R-34 district as specified
- Three (3) units per gross acre density increase

CONCEPTUAL SITE PLAN:



Evaluation: *The City Council must determine, based on the information before them, whether or not the proposal would adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, (and)/(or) existing land uses.*

APPLICABLE CODES AND POLICIES:

UTILITIES:

1. All proposed utilities within the project shall be installed underground.
2. All water and sewer facilities shall be designed and constructed to the requirements of the City of Coeur d'Alene. Improvement plans conforming to City guidelines shall be submitted and approved by the City Engineer prior to construction.
3. All water and sewer facilities servicing the project shall be installed and approved prior to issuance of building permits.



**APPLICANT'S
NARRATIVE**

To: Coeur d'Alene Planning Department
From: Ray Harding
1920 W. Stearns Rd.
Spokane, WA 99208
Cell No. (509) 998-9313
Re: Zone change: from MH-12 to R-17 Senior Center/ Educational Center.
Date: 6-25-2014

Fruitland Rezone Request – Justification

This property is located between Fruitland and Howard, just east of U.S. Highway 95. It is accessible from both Howard and Fruitland. We are requesting that the property be zoned in order to develop two fifteen-unit buildings. The property is 1.75 acres. Using the formula $76,282 \text{ square feet (1.75 acres)} \div 2500 \text{ square feet per dwelling unit (multiple family \& pocket)} = 30 \text{ total units}$. This request is in conformance with the Comprehensive Plan in that the Fruitland Tomorrow area is envisioned as a commercial corridor with adjacent multi-family uses and a mix of housing types.

The following objectives as outlined in the Comprehensive Plan are addressed in our proposal as described below:

Objective 3.07 Neighborhoods: Emphasize a pedestrian orientation when planning neighborhood preservation and revitalization.

Objective 3.08 Housing: Design new housing areas to meet the city's need for quality neighborhoods for all income and family status categories.

Objective 3.10 Affordable & Workforce Housing: Support efforts to preserve and provide affordable and workforce housing.

The residential area of Fruitland is adjacent to a commercial corridor. The city's comprehensive plan encourages a mix of housing types in this area. Our property sits between property that currently has mobile homes and property with multi-family units. Our proposal is to provide multi-unit buildings that have affordable housing specifically for seniors. This will expand the housing options in the Fruitland area, as well as, provide affordable senior housing with easy access to business in the commercial corridor.

This project would offer senior citizens a green building, affordable housing, community gathering area and an Educational Center. The commercial corridor benefits seniors by providing convenient shopping, medical care, business professionals and trade in the community. Pedestrian and bicycle routes will be incorporated as a part of our landscaping.

This proposal is consistent with the Transitional Land Use Category, matching the changing needs of the population and providing greater diversity throughout the neighborhood.

STREETS:

4. Street improvement plans conforming to City guidelines shall be submitted and approved by the City Engineer prior to construction.
5. All required street improvements shall be constructed prior to issuance of, or, in conjunction with, building permits.
6. An encroachment permit is required to be obtained prior to any work being performed in the existing right-of-way.

STORMWATER:

7. A stormwater management plan shall be submitted and approved prior to start of any construction. The plan shall conform to all requirements of the City.

PROPOSED CONDITIONS:

Engineering:

1. Any proposed on-site street layout will be required to drain into on-site swales that are sized to the capacity required, as determined by the design engineer's calculations. All design information is required to be submitted for approval prior to development on the subject property.
2. The subject property frontage on Fruitland Lane will be required to have concrete curb, sidewalk and stormwater drainage swales installed at the time of development on the subject property. Installation of additional asphalt may be required to fill any gap between the newly installed curb and the existing edge of asphalt. If additional asphalt installation, or, street grading is necessary to insure adequate street drainage along the subject property frontage, that work would also be required at the time of development on the subject property.

ORDINANCES & STANDARDS USED FOR EVALUATION:

2007 Comprehensive Plan
Transportation Plan
Municipal Code
Idaho Code
Wastewater Treatment Facility Plan
Water and Sewer Service Policies
Urban Forestry Standards
Transportation and Traffic Engineering Handbook, I.T.E.
Manual on Uniform Traffic Control Devices
2010 Coeur d'Alene Trails Master Plan

ACTION ALTERNATIVES:

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

Applicant: Ray Harding
Location: 3615 N. Fruitland Lane
Request: A proposed zone change from R-12 (Residential at 12 units/acre) to R-17 (Residential at 17units/acre) zoning district QUASI-JUDICIAL, (ZC-3-14)

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

Commissioner Luttrupp questioned if a condition could be added tying the site plan to the project submitted by the applicant.

Planner Holm explained that the type of things on the site plan are addressed at the time a building permit is issued. He explained that the applicant was not required to submit a site plan as part of the submittal, but in past hearings was suggested that it would be nice to see what the applicant intends to do on this property once the zone is changed.

Public testimony open:

Ray Harding, applicant, explained the plan submitted and that this will be an affordable housing development for seniors with rents ranging from \$800 to \$850 per month. The location is ideal for providing convenient shopping and medical care within walking distance from the project. He asked if the commission had any questions.

Commissioner Ingalls questioned if this is a tax credit project. He explained that if this qualifies for government assistance then it would remain affordable for seniors.

Mr. Harding stated that these apartments do not qualify for government assistance.

Eddie Keith stated that he has owned property for eight years and now that the project has gotten to this point, it is a dream. He feels this project will be a good fit for the community.

Aaron Curdy stated that he manages a twenty unit apartment building in this area and that parking is a big problem.

Rebuttal:

Mr. Harding explained that he has worked with staff about the parking for this project and feels that all issues will be met per staff recommendations.

Public testimony closed:

Commissioner Luttrupp stated he agrees with the concept of senior housing and feels that the applicant's intentions are honorable. He explained that he feels that the R-17 requested is too much for this area at this time.

Assistant City Attorney Wilson stated that if the commission is looking at a denial that there needs to be adequate evidence based on testimony presented tonight. He explained that parking requirements are met through our code which is looked at when a building permit is issued.

Commissioner Ingalls stated on page 3 of staff report under the characteristics of Fruitland neighborhoods that the overall density allowed would be 8 units per acre.

Motion by Ingalls, seconded by Ward, to deny without prejudice item ZC-3-14. Motion approved.

ROLL CALL:

Commissioner Ingalls	Voted	Aye
Commissioner Luttrupp	Voted	Aye
Commissioner Ward	Voted	Aye

Motion to deny without prejudice carried by a 3 to 0 vote.

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

A. INTRODUCTION

This matter having come before the Planning Commission on, August 12, 2014, and there being present a person requesting approval of ZC-3-14, a request for a zone change from R-12 (Residential at 12 units/acre) to R-17 (Residential at 17 units/acre) zoning district

APPLICANT: RAY HARDING

LOCATION: +/- 1.75 ACRE PARCEL BETWEEN FRUITLAND LANE AND HOWARD STREET (SOUTH OF CLADY LANE), TRACT 54 OF FRUITLANDS ADDITION TO COEUR D'ALENE

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

- B1. That the existing land uses are residential - single-family, duplex, mobile homes, mobile home parks, commercial – retail sales and service and vacant land.
- B2. That the Comprehensive Plan Map designation is Fruitland-Transition.
- B3. That the zoning is R-12 (Residential at 12 units/acre) zoning district.
- B4. That the notice of public hearing was published on, July 26, 2014, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on, August 5, 2014, which fulfills the proper legal requirement.
- B6. That 43 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on July 25, 2014.
- B7. That public testimony was heard on August 12, 2014.
- B8. That this proposal is not in conformance with the Comprehensive Plan policies as follows:
 - *Objective 3.01 – Managed Growth: Provide for a diversity of suitable housing forms within existing neighborhoods to match the needs of a changing population.*
 - *Objective 3.05 – Neighborhoods: Protect and preserve existing neighborhoods from incompatible land uses and developments.*
 - *Objective 3.06 – Neighborhoods: Protect the residential character of neighborhoods by allowing residential/commercial/residential transition boundaries at alleyways or along back lot lines if possible.*

- *Objective 3.07 – Neighborhoods: Emphasize a pedestrian orientation when planning neighborhood preservation and revitalization.*

This pocket of R-17 would not be in sync with the surrounding zoning based on the comp plan policies 3.01, 3.05, 3.06 and 3.07. The desirability of the Fruitland Lane area should be developed with care. The density in this area should be 8 units per acre.

- B9. That public facilities and utilities are available and adequate for the proposed use.
- B10. That the physical characteristics of the site do not make it suitable for the request at this time.
- B11. That the proposal would adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, and existing land uses, because it would open the door to other uses not compatible with the neighborhood.

C. ORDER: CONCLUSION AND DECISION

The Planning Commission, pursuant to the aforementioned, finds that the request of RAY HARDING for a zone change, as described in the application should be denied without prejudice.

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

ROLL CALL:

Commissioner Ingalls	Voted Yes
Commissioner Luttrupp	Voted Yes
Commissioner Ward	Voted Yes

Commissioner Messina and Chairman Jordan were absent.

Motion to deny without prejudice carried by a 3 to 0 vote.


VICE-CHAIR BOWLBY

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

A. INTRODUCTION

This matter having come before the City Council on October 7, 2014, and there being present a person requesting approval of ITEM ZC-3-14, a request for a zone change from R-12 (Residential at 12 units/acre) to R-17 (Residential at 17 units/acre) zoning district

APPLICANT: RAY HARDING

LOCATION: +/- 1.75 ACRE PARCEL BETWEEN FRUITLAND LANE AND HOWARD STREET (SOUTH OF CLADY LANE), TRACT 54 OF FRUITLANDS ADDITION TO COEUR D'ALENE

**B. FINDINGS: JUSTIFICATION FOR THE DECISION/CRITERIA, STANDARDS AND FACTS RELIED UPON
(The City Council may adopt Items B1 to B7.)**

- B1. That the existing land uses are residential - single-family, duplex, mobile homes, mobile home parks, commercial – retail sales and service and vacant land.
- B2. That the Comprehensive Plan Map designation is Fruitland-Transition.
- B3. That the zoning is R-12 (Residential at 12 units/acre) zoning district.
- B4. That the notice of public hearing was published on, September 20, 2014, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on, September 25, 2014, which fulfills the proper legal requirement.
- B6. That 87 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on September 19, 2014.
- B7. That public testimony was heard on October 7, 2014.
- B8. That this proposal **(is) (is not)** in conformance with the Comprehensive Plan policies as follows:
- B9. That public facilities and utilities **(are)(are not)** available and adequate for the proposed use. This is based on
- B10. That the physical characteristics of the site **(make)(do not make)** it suitable for the request at this time because

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

C. ORDER: CONCLUSION AND DECISION

The City Council, pursuant to the aforementioned, finds that the request of RAY HARDING for a zone change, as described in the application should be **(approved) (denied) (denied without prejudice)**. Special conditions applied are as follows:

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

ROLL CALL:

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

Mayor Widmyer Voted _____ (tie breaker)

Council Member(s) _____ were absent.

Motion to _____ carried by a ____ to ____ vote.

MAYOR STEVE WIDMYER