

WELCOME
To a Regular Meeting of the
Coeur d'Alene City Council
Held in the Library Community Room

AGENDA

VISION STATEMENT

Our vision of Coeur d'Alene is of a beautiful, safe city that promotes a high quality of life and sound economy through excellence in government.

NOTE: The City is utilizing Governor Little's Stage 4 Rebound Idaho guidance for its public meeting. As such, we are abiding by the social distancing guidelines of 6' within the physical meeting room, and limiting seating, seating will be first come first serve. The meeting can be viewed live through Facebook live and/or the City's YouTube channel or on Spectrum Cable Channel 1301. The meeting is rebroadcast on Spectrum Cable channel 1301 and on YouTube through a link on the city's website (www.cdavid.org).

The purpose of the Agenda is to assist the Council and interested citizens in the conduct of the public meeting. Careful review of the Agenda is encouraged. Testimony from the public will be solicited for any item or issue listed under the category of Public Hearings. Any individual who wishes to address the Council on any other subject should plan to speak when **Item F - Public Comments** is identified by the Mayor. The Mayor and Council will not normally allow audience participation at any other time.

August 17, 2021: 6:00 p.m.

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Pastor John Padula with the Altar Church

C. PLEDGE OF ALLEGIANCE:

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

E. PRESENTATION:

1. One and Done: The Counterfeit Pill Public Health Threat
Presented by: Rafael M. Gonzalez, Jr., Acting U.S. Attorney
2. Public Transportation Update-Citylink
**Presented by: Jody Bieze, Director, and Chad Ingle, Program Manager,
Kootenai County Public Transportation**
3. Update to the Fiscal Year 2021-2022 Budget
Presented by: Troy Tymesen, City Administrator

F. PUBLIC COMMENTS: (Each speaker will be allowed a maximum of 3 minutes to address the City Council on matters that relate to City government business. Please be advised that the City Council can only take official action this evening for those items listed on the agenda.)

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

G. ANNOUNCEMENTS:

1. **City Council**
2. **Mayor** - Appointment of John Bruning, Jennifer Drake, and David Groth to the Arts Commission.

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

1. Approval of Council Minutes for the July 29, 2021, and August 3, 2021, Council Meetings.
2. Approval of Bills as Submitted.
3. Approval of Financial Report.
4. Approval of Minutes from the August 9, 2021, General Service/Public Works Committee Meeting.
5. Setting of General Services/Public Works Committee Meeting for Monday, August 23, 2021, at 12:00 noon.
6. Setting of Public Hearings for September 21, 2021:
 - a. Quasi-judicial - ZC-6-21- A proposed zone change from R-12 to R-17; located at 455 W. Cherry Lane; Applicant: CDA Enterprises, LLC.
 - b. Quasi-judicial – A-3-21 -A proposed 4.18 acre annexation from County Commercial to C-17; located at 3525 W. Seltice; Applicant: Kootenai Youth Rec, Vince Hughes.
7. Approval of a Cemetery Lot Repurchase: Niche: RIV; NGB; 16, from Phyllis Taylor.
As Recommend by the City Clerk
8. **Resolution No. 21-049** –
 - a. Approving the Purchase of Right-of-Way Located at 280 W. Kathleen Avenue from Robert R. Chatters, JBS Building, LLC in the Amount of \$36,380.94.
As Recommended by the City Engineer
 - b. Approval of a Professional Services Agreement with Keller Associates for the Design of the New Booster Station for Blackwell Island in the Amount of \$104,093.00.
 - c. Declaration of Used Police Vehicles as Surplus and Authorize the Sale at Auction.
As Recommended by the General Services/Public Works Committee

I. OTHER BUSINESS:

1. **Resolution No. 21-050-** Approving a CDBG-CV Grant Agreement with Lake City Center using CDBG-CV Funds for the Reimbursement of Air Scrubbers Purchased and Installed at the Senior Center.

Staff Report by: Chelsea Nesbit, CDBG Specialist

2. **Resolution No. 21-051** – Approving the Selection of Ten (10) New Art Pieces for the 2021 ArtCurrents Program, and Authorizing Staff to Execute the Art Display Agreements.

Staff Report by: Troy Tymesen, City Administrator/Arts Commission Liaison

3. **Resolution No. 21-052** - Proposed Amendment to the Fiscal Year 2020-2021 Budget and Scheduling a Public Hearing for September 21, 2021.

Staff Report by: Vonnie Jensen, Comptroller

J. PUBLIC HEARINGS:

Please sign up to testify at <https://www.cdaid.org/signinpublic/Signinformlist>

1. Legislative - ZC-5-21 - A Proposed Zone Change at 3221 N. 4th Street from R-12 to R-17; Applicant: Escalade Properties, LLC

Staff Report by: Tami Stroud, Associate Planner

- a. **Council Bill No. 21-1019** – Approving ZC-5-21 - A Proposed Zone Change at 3221 N. 4th Street from R-12 to R-17.

K. ADJOURN:



Coeur d'Alene

CITY COUNCIL MEETING

August 17, 2021

MEMBERS OF THE CITY COUNCIL:
Steve Widmyer, Mayor
Council Members McEvers, English, Evans, Gookin, Miller, Wood

PRESENTATIONS



Coeur d'Alene City Council Meeting Public Transportation Update

17 August 2021



Representative Project List

- Public Transportation Strategic Service Plan
Metts Group | J-U-B | Kootenai County Public Transportation
- Integrated Mobility Innovation (IMI) Regional Mobility Platform
Passio Technologies | Application Demonstration Initial Rollout 22 October 2021
- Public Transportation Website
Section 5310 Award (Innovative Projects to Improve Coordination of Transportation Services)
- Kootenai County ADA Transition Plan Update
Citylink North Inventory of Bus Stops/Accessibility

Representative Project List

- **Bus Stop Improvements**
J-U-B | Preliminary Design In Process
- **Riverstone Transit Center PHASE II**
Coffman Engineering | Engineering and Design Kickoff August 2021
- **Fixed-Route Buses**
New Buses in Service
- **Rolling Stock Procurement**
Building Specs Fixed-Route and Paratransit/Demand Response

Strategic Service Planning



Strategic Service Planning

Goal

Integrating multimodal mobility options enabling individuals to plan and execute complete trips throughout the region.

Strategic Service Planning

Objectives

Network Redesign/New Mobility

- Improve service
 - Headway
 - Span of service
 - Regional equity (seniors/people w/disabilities)
- Meet current/future ridership demands
- Increase bus operation efficiency and effectiveness
- Reduce overall operating costs

Strategic Service Planning

Identify

- Special transportation needs, including service to rural areas.
- Demographic data, location of people with special transportation needs, their common trip origins and destinations, and existing transportation services available.
- Solutions that can aid in the planning and delivery of services.
- Description of public transportation needs/gaps in service and strategies to meet those needs.
- Community project priorities.

Results

- Coverage, not ridership
- Transportation for all
- Equity and accessibility
- Collaboration
- Mindful land use and development (e.g. how we plan and build neighborhoods, etc.)
- Innovative mobility
- Framework for a collective vision

Strategic Service Plan

Working Group Benefits

- Coordinate efforts to develop regional programs that enhance transportation access
- Minimize duplication of efforts
- Implement cost-effective transportation services with available resources

Strategic Service Planning

Working Group Members

- Alivia Metts – The Metts Group
- Chris Yake – JUB Engineers
- Hilary Anderson – City of CDA
- Chris Bosley – City of CDA
- Melissa Cleveland – City of Hayden
- Rob Wright – City of Hayden
- Cary Siess – City of Rathdrum
- James Agidius – City of Rathdrum
- Jonathon Manley – City of Post Falls
- Robert Palus – City of Post Falls
- Bob Seale – City of Post Falls
- Laura Jones – City of Post Falls
- Bill Melvin – City of Post Falls
- Ali Marienau – KMPO
- Jeff Benzon – Kootenai County GIS
- Kootenai County PT Team



Integrated Mobility Innovation



Integrated Mobility Innovation (IMI) Update

- PHASE I (Done)
Define data standard
- PHASE II (Fall 2021)
Booking and confirmation of rides
- PHASE III (Spring 2022)
Payment integration
- PHASE IV (Ongoing)
Grow service providers

PHASE II Current Tasks

- Data formatted in GTFS Flex Standard
- Building out provider portal
- Building rider-facing app
- Launching "live experience" demo

Regional Mobility Platform

What the future may hold

- Travel advisory
- Express routes
- Van pools
- Rideshare
- Bikeshare
- Microtransit
- Pedestrian Trails





Kootenai County Public Transportation

Thank You



Preliminary Financial Plan

Fiscal Year 2021-2022



History

Tax Year	Amount Taken of 3% Allowed
2022 Proposed	\$-0-
2021	\$-0-
2020	\$655,361 3%
2019	\$-0-
2018	\$-0-
2017	\$490,553 2.5%
2016	\$-0-
2015	\$-0-
2014	\$-0-
2013	\$329,432 2%

New Construction Year over Year

Tax Year	Tax Dollars
2022	\$315,941
2021	\$454,272
2020	\$404,623
2019	\$492,918
2018	\$375,549
2017	\$325,934
2017 Deannexation	\$538,311
2016	\$827,349
2015	\$669,966

General Fund Balance Projections

Unassigned Fund Balance at 9-30-2020	\$9,799,963
FY 2020-21 Budgeted Revenues	\$42,005,320
FY 2020-21 Budgeted Expenses	(\$43,245,426)
Estimated Fund Balance at 9-30-2021	\$8,559,857
FY 2021-22 Proposed Budgeted Revenues	\$45,247,224
FY 2021-22 Proposed Budgeted Expenses	(\$46,607,059)
Estimated Fund Balance at 9-30-2022	\$7,200,022
Two Months Worth of Revenues	\$7,541,204

Significant Revenue Changes

Total Increase in General Fund Revenue	\$3,276,904
0% Tax Increase	\$-0-
New Growth / Annexation	\$315,941
Increase in Use of Fund Balance	\$84,729
Total coming from Fund Balance:	
\$1,324,835	
Increase in State Funding	\$2,045,721

Significant Expense Changes

Total Increases in General Fund Expenses	\$3,361,633
Merit Increases - Contractual	\$175,711
COLA Increases - Contractual	\$666,882
1% Wage Adjustment - Public Safety - Contractual	\$135,729
Health Insurance Increase - Contractual	\$136,524
Additional Staff	\$905,612
Increase to Services and Supplies	\$786,164
Increase to Capital Outlay	\$168,002

Proposed City-Wide Personnel Changes

Police Sergeant	+1 FTE	\$133,095
Police Officers	+2FTE	\$213,696
Code Enforcement Officer	+1FTE	\$77,000
Police Officer grant funded	+1 FTE	\$106,848
Firefighters	+3 FTE	\$266,319
Assistant Street Director	+1 FTE	\$103,706
Other Changes	-1.55 FTE	\$4,948
Total	7.45 FTE	\$905,612

Proposed Capital Purchases – General Fund

Police Department	Vehicles	\$329,840
Fire Department	Station Flooring	\$25,000
Street Department	Used Surplus Equipment	\$90,000
Building Maintenance	Police Building Chiller Unit	\$65,000
Building Maintenance	City Owned Building Repairs – 414 Fort Ground Way	\$30,000
Total		\$539,840

Questions?

ANNOUNCEMENTS

Memo to Council

DATE: August 4, 2021

RE: Appointment to Boards/Commissions/Committees

The following re-appointments are presented for your consideration for the August 17, 2021, Council Meeting:

JOHN BRUNING	Arts Commission (Re-appointment)
JENNIFER DRAKE	Arts Commission (Re-appointment)
DAVID GROTH	Arts Commission (Re-appointment)

A copy of the data sheets has been placed by your mailboxes.

Sincerely,

Sherrie Badertscher
Executive Assistant

cc: Renata McLeod, Municipal Services Director
Troy Tymesen, Arts Commission Staff Liaison

CONSENT CALENDAR

MINUTES OF A CONTINUED MEETING OF THE
COEUR D'ALENE CITY COUNCIL
HELD IN THE LIBRARY COMMUNITY ROOM
ON JULY 29, 2021 AT 12:00 NOON

The City Council of the City of Coeur d'Alene met in continued session in the Library Community Room held at 12:00 NOON on July 29, 2021, there being present upon roll call a quorum.

Steve Widmyer, Mayor

Dan Gookin) Members of Council Present
Dan English)
Kiki Miller)
Christie Wood)
Amy Evans)

Woody McEvers) Members of Council Absent

STAFF PRESENT: Troy Tymesen, City Administrator; Wes Somerton, Chief Criminal Deputy City Attorney; Renata McLeod, Municipal Services Director/City Clerk; Vonnie Jensen, Comptroller; Kenny Gabriel, Fire Chief; Melissa Tosi, Human Resource Director; Michael Priest, Library Director; Bill Greenwood, Parks & Recreation Director; Hilary Anderson, Community Planning Director; Lee White, Police Chief; Todd Feusier, Streets & Engineering Director; Mike Anderson, Wastewater Superintendent; Terry Pickel, Water Superintendent; Sherrie Badertscher, Executive Assistant.

CALL TO ORDER: Mayor Widmyer called the meeting to order and noted that the purpose of the meeting was to discuss the 2022 Fiscal Year draft budget and high water mark.

BUDGET DISCUSSION: City Administrator Troy Tymesen thanked staff for their work on the budget and explained the goal for today's meeting was to set the high water in which to build the budget from. He stated the high water mark could be adjusted and it would serve as a starting point for staff to work towards. He mentioned the tax levy rate was relatively low, and the new construction amount had decreased. If the budget was adopted as presented today, assuming a 2% tax levy, it would result in the ending fund balance of \$6.2 million at the end of Fiscal Year 2021-2022 (FY22). He said the CARES Act funds were used to offset the deficit to the fund balance in Fiscal Year 2020-2021 (FY21).

Councilmembers Wood and English asked what had been budgeted from fund balance in FY21, with Mr. Tymesen responding it was forecast that \$1.1 million would have come from fund balance, but the CARES Act funds were used to offset the use from the fund balance. He noted that in FY21, no property taxes were taken and \$5.5 million had been returned to the constituents.

Mr. Tymesen said that a 2% property tax increase would equal roughly \$467,000 in revenue. In the proposed FY22 budget, expenses exceed revenues, and includes increases in staffing, with very few Capital Expenditures in the General Fund for the upcoming budget year.

Mr. Tymesen stated another change was due to the 1% forgone tax limitation, and mentioned the City has a large balance in the forgone account. He stated the new House Bill 389 placed a cap of 8% on Urban Renewal District (URD) closure, and the amount for the current year would be \$1.4 million.

Councilmember Wood asked if the increase in capital expenses could be offset, with Mr. Tymesen stating it was a possibility. Councilmember Wood asked about the departments having unused FY21 funds, with Mr. Tymesen explaining they have been looking at funding some of the capital outlay projects. Councilmember Wood asked if the Fire Department had any remaining funds to use, with Chief Gabriel responding they had a small amount that they plan to use to paint Station 3. Councilmember Wood asked if the Police Department had any remaining funds and why not use them to purchase needed vehicles, with Chief White responding his department had approximately \$300,000 left in their current budget and were looking at capital needs. Mr. Tymesen explained that departments did use remaining budgeted funds to purchase vehicles and complete capital projects as appropriate.

Mayor Widmyer stated the goal of the suggested reductions were to reduce the amount needed from fund balance to an amount that may be backfilled by next year's URD drawdown.

Councilmember Wood asked if the needed police vehicles could be bought with American Recovery Act funds, with Chief White explaining they did not meet the requirements to use the funds.

Councilmember Gookin asked about the capital expense in regards to the Human Rights Education Institute (HREI) building, and said the funding should be removed from the budget. Mayor Widmyer stated his concerns with HREI were valid, yet the City was responsible for maintaining City assets, and the issues with HREI should be discussed as a Council item on a future date.

Councilmember Miller asked if the Police Department HVAC system replacement could be paid using FY21 budget savings, with Mr. Tymesen responding they were looking into it.

Councilmember Wood asked if Department Directors would like to take a moment to speak about their departmental budget needs and the following directors gave an update:

LEGAL – Wes Somerton, Chief Criminal Deputy City Attorney, stated his department was in need of additional personnel. He said they have been understaffed since April, due to various reasons, and they require additional staffing as they are receiving in excess of 100 new files each day. He stated the need was due to increased demand for services as there was two new Magistrates added to the courts and that had contributed to additional workloads for the current staff. He said the increase in criminal conduct continues to place increased demands on staff. In addition to the increased caseloads, there has also been an increase in requests from outside

attorneys. The new attorney position would assist with the caseloads, which were currently double the average, and the new legal assistant position would help manage caseloads and assist with video redactions for court. Without the additional staffing they would be looking at what cases could be cut. He stated the attorneys were managing multiple hearings each day, and that legal briefs were taking up a huge portion of their day. He stated they were in triage mode.

POLICE - Lee White, Police Chief, stated they have been sprinting for some time and his officers were fatigued. He stated the addition of four (4) officers was due to the increase in call volume, and he currently had four (4) officers working on overtime daily. He said he's currently having difficulty manning the required overtime to keep the City safe. He mentioned his department had two (2) openings, but the housing issue was creating a hardship in bringing staff onboard.

FIRE - Kenny Gabriel, Fire Chief, stated their call volume was at an all-time high and he had one large request, which was the addition of three (3) firefighters. He said they are getting 1000 calls per month and were contractually bound to provide a medic on an EMS ambulance. His medic-firefighters were working non-stop. He stated that adding the three (3) positions would be a step in the right direction in meeting the departments staffing needs.

STREETS AND ENGINEERING - Todd Feusier, Streets & Engineering Director, stated his department was requesting one (1) assistant director position and one (1) field supervisor. He said his department remains short staffed and the two added position were critical. He said the assistant director position would help him in the day-to-day operations of the Department and would be a resource for the supervisors as well. The field supervisor would help manage the crews and provide needed coverage during night shifts as well. He stated in addition to the normal supervisor duties, the position would also be able to assist with the operation of the heavy equipment when needed. His capital outlay request included the purchase of a new dump truck, and there were other equipment needs that would be brought forward at a later time. He stated the additional positions were a critical need.

Councilmember Miller asked for an explanation of the positions, with Mr. Feusier explaining the current staffing request was for one (1) director and one (1) field supervisor. Mr. Feusier felt the assistant director position was critical for the day-to-day operations of the department. Human Resources Director Melissa Tosi said the Streets Department's staffing was light and Mr. Feusier's additional staffing request would bring the department within normal staffing levels.

Mr. Tymesen stated the Streets Department also had a revenue stream which would help offset their personnel costs.

DISCUSSION - Mayor Widmyer stated previously they had discussed raising short-term rental fees and out of state parking fees, and felt the increases were attainable. He said over the next few weeks, the revenue options would be reviewed. He reiterated Council would need to set the high-water mark in August, and suggested it be set at 3%.

Councilmember Wood stated she would like to hear from the department directors in regards to which services may have to be cut if their budgets were not funded as requested.

Councilmember Miller stated she would like to discuss in detail the Legal Department's position requests.

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

The meeting adjourned at 1:00 p.m.

Steve Widmyer, Mayor

ATTEST:

Sherrie L. Badertscher
Executive Assistant

DRAFT

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

August 3, 2021

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 August 3, 2021, at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

Dan English) Members of Council Present
Amy Evans)
Dan Gookin)
Woody McEvers)
Kiki Miller)
Christie Wood)

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

INVOCATION: Pastor Geoffrey Winkler with New Life Church provided the invocation.

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

PUBLIC COMMENTS:

Michelle Brown, Coeur d'Alene, spoke in regards to a proposed change to the City RV code regulations. She stated her neighbor has rented her uninhabitable garage to known drug abusers for the past seven (7) months, criminal activity has ensued, and people are coming and going all hours of the days and night. She said people are sleeping on her property as well. She asked the Mayor and Council to amend the code regarding sleeping to RV's, boats, vehicles, trailers and non-disclosed residential property within the city limits. Mayor Widmyer stated that this is an issue that the City has been working on for some time and he had forwarded the e-mail, that Ms. Brown had sent, to the City Attorney for review in order to see what changes can be made. City Administrator Troy Tymesen noted city staff has been in contact with the owner and confirmed that there is no one sleeping in the garage and that Code Enforcement has been to the residence on several occasions. Councilmember English commented that there is a balance in including language to allow if someone has family coming to visit and sleep in the trailer for a few weeks, verses uninhabitable spaces, noting that this can be done but it is just tricky.

Jason Evans, member of the Cancourse LLC, spoke in support of Resolution 21-047. He stated that in 2018, he spoke with Lake City Trail Alliance about collaboration opportunities within the trail system. A question was asked by the Trail Alliance, "How do we know you will allow access

after the trail is improved?" He stated the proposal is a five (5) year agreement with the City of Coeur d'Alene (City) to make the property function like a park, it will preserve trail access, and this is a first step in achieving this goal. Councilmember Gookin asked why not ask Kootenai County (County) since this property is within the County. Mr. Evans stated the County doesn't have anything like this and there is a City park directly adjacent to the Cancourse which provides the conduit, connecting it to the National Forest, so he feels it is a better fit.

Al Casile, President and Executive Director of the Lake City Trail Alliance, spoke in support of Resolution 21-047, stating the Cancourse property will be the only non-motorized trails on Canfield Mountain. He stated the use of the trail has increased by 300%, and the Forest Service asked the Alliance to help mitigate some activities as part of the plan as it involves non-motorized use. Mr. Casile noted that this agreement is in alignment with the 2030 implementation plan and the 2030 CDA vision statement.

Jason Smith, Recreation Staffer with the US Forest Service, stated that he is in support of Mr. Evans and the Lake City Trail Alliance as they are currently working on the Honey Badger project to add ten (10) miles of non-motorized trails to the Canfield trail system on the northside of the mountain. The project will give riders a safe place to ride and noted the Cancourse access would be the only non-motorized access point and would fit nicely. Councilmember English asked if an e-bike falls under the motorized category, with Mr. Smith stating e-bikes are considered motorized through the US Forest Service.

Denise Jeska, ADA advocate with the City of Coeur d' Alene Pedestrian and Bicycle Advisory Committee, announced the Wheel Chair Challenge Event which will be held August 6th at 2:00 p.m. starting at the Chamber of Commerce building located at 105 N. 1st Street. The tour will go down Sherman Avenue to demonstrate the difficulties that people in wheel chairs face that walkers would never see, such as sandwich boards, bikes, and outdoor seating on the sidewalks. Ms. Jeska invited the City Council to join the challenge and will have five (5) wheel chairs available to use.

Jennifer Pasaro spoke in support of the lease agreement with Mr. Evans to manage the Cancourse as a City Natural Park. She noted this agreement provides an official trail access which is important to the trail system and the solution to ease the burden to property owners adjacent to access points is to add more trail heads to the system.

ANNOUNCEMENTS: Councilmember Miller stated the Historic Preservation Commission's action plan will be available to the public on August 21, 2021. A Zoom link will be posted to the City's website.

Mayor Widmyer asked for the Appointment of Stuart Wagner to the Parking Commission.

MOTION: Motion by Evans, seconded by McEvers, to appoint Stuart Wagner to the Parking Commission. **Motion Carried.**

Mayor Widmyer, on behalf of the City Council, wished CDA TV Producer Jeff Crowe a “Happy Birthday”.

CONSENT CALENDAR:

1. Approval of Council Minutes for the July 20, 2021, Council Meeting.
2. Approval of General Services/Public Works Subcommittee Minutes for July 26, 2021.
3. Approval of Bills as Submitted.
4. Setting of General Services/Public Works Committee meeting for Monday, August 9, 2021, at 12:00 noon.

MOTION: Motion by McEvers, seconded by Miller, to approve the Consent Calendar as presented.

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

RESOLUTION NO. 21-046

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING A NOTICE OF TIME AND PLACE OF PUBLIC HEARING OF THE PROPOSED BUDGET FOR FISCAL YEAR 2021-2022, AND INCLUDING PROPOSED EXPENDITURES BY FUND AND/OR DEPARTMENT, AND STATEMENT OF THE ESTIMATED REVENUE FROM PROPERTY TAXES AND THE TOTAL AMOUNT FROM SOURCES OTHER THAN PROPERTY TAXES OF THE CITY FOR THE ENSUING FISCAL YEAR AND LISTING EXPENDITURES AND REVENUES DURING EACH OF THE TWO (2) PREVIOUS FISCAL YEARS, AND PROVIDING FOR PUBLICATION OF THE SAME.

STAFF REPORT: City Administrator Troy Tymesen stated Idaho code requires that the City Council approve an appropriations ordinance each year. The purpose of the ordinance is to establish a ceiling for expenditures and disclose the potential property tax revenue necessary to balance the budget. The financial plan or budget is the guide and detailed report for establishing these numbers. Mr. Tymesen explained the financial plan is an estimate of revenues and expenditures for the upcoming year. The expenditures are classified by department as well as by fund or service and the revenues are classified by source. Included in the budget document as per Idaho Code 50-1002 are actual revenues and expenditures from the prior two fiscal years, budgeted revenues and expenditures for the current fiscal year, and proposed revenues and expenditures for the upcoming fiscal year. He said the revenue included a 3% increase in property tax revenue (\$700,738), and new growth from property taxes (\$322,260), but no foregone property taxes. He stated last year the Council reduced property taxes thanks to federal dollars of \$5.5 million dollars. Mr. Tymesen noted the City has the largest foregone property tax authority in the State of Idaho. Foregone is a taxing authority and is not a bank account. Mr. Tymesen explained the estimated new growth with preliminary levy rate will go up because of the \$5.5 million in property taxes that we did not levy last year. Overall, the levy rates are going down because the valuations are going

up. New construction property taxes were more in 2015, than currently. The reason behind it is the legislature lessened the amount we can take in property taxes from new growth and the levy rate was higher due to the raise in valuations. The General Fund Balance Projections at the end of fiscal year 2020 are \$9,799,963 in the unassigned fund balance, the estimated fund balance for the end of this fiscal year is \$8,559,857. He said this is thanks to the great job by Comptroller Vonnie Jensen, City Council, and the Directors as the numbers will be better than expected. The General Fund total for two months of revenues equates to \$7,528,897. Mr. Tymesen noted that in the past 24-years the City has never borrowed money to fund payroll prior to property taxes coming in. The total increase in the General Fund is \$4,063,519, the 3% tax increase of \$700,738, along with new growth/annexation would make up the difference. He mentioned that State funding is very solid at \$1,846,967. Some significant expense changes are the personnel costs which include merit increases, COLAs, health insurance premium increases, public safety's wage adjustment of 1%, and increases to service/supplies and capital outlay.

Mr. Tymesen stated the new House Bill 389 impacted the City and the surrounding cities in the fact that cities can take 3% growth increase, new construction/annexations or URD closing but cannot increase your budget by more than 8% from any one of those sources. This impacts the City as the Lakes URD closes next year. The maximum for the current year's budget would be \$1,422,543. He noted the proposed personnel changes included a one (1) Police Sergeant, (2) Police Officers, one (1) Police Officer grant funded, three (3) Firefighters, one (1) Assistant Street Director and other changes which net \$828,612. Capital purchases include police vehicles/equipment, fire station flooring, street department surplus equipment, police building chiller unit, and City owned building repairs at 414 Fort Ground Way, totaling \$629,740. The proposed 3% tax increase would total \$599,740, which would cover all of these expenses. Mr. Tymesen requested Council to approve Resolution No 21-046, which sets the public hearing date and the high dollar amount of \$109,700,499 in expenditures for the 2021-2022 Fiscal Year Financial Plan (Annual Appropriation).

DISCUSSION: Mayor Widmyer explained this meeting is a procedure to set the high-water mark, and the budget is not final. He said Council will talk again on August 17th and September 7th. State law requires cities to set the proposed high-water mark of property tax by a certain date in August every year.

Councilmember Wood stated she appreciates the comment that the budget is far from complete and how hard the Mayor and Mr. Tymesen have worked on the budget.

MOTION: Motion by Wood, seconded by English, to approve **Resolution No. 20-046**, 3% Setting the Preliminary Budget for 2021-2022, and scheduling a Public Hearing for September 7, 2021.

Councilmember Miller asked if the items in the budget that are contractual could be designated in future presentations, such as COLAS.

ROLL CALL: English Aye; Wood Aye; Evans Aye; Miller Aye; McEvers Aye; Gookin No.
Motion carried

RESOLUTION NO. 21-047

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A LEASE AGREEMENT WITH JASON EVANS TO MANAGE THE CANCOURSE AS A CITY NATURAL PARK AND APPROVING A LAW ENFORCEMENT MUTUAL AID AGREEMENT WITH KOOTENAI COUNTY SHERIFF'S DEPARTMENT FOR ENFORCEMENT OF STATE AND COUNTY LAWS IN CANCOURSE.

STAFF REPORT: Trails Coordinator Monte McCully requested that Council approve Resolution No. 21-047 and enter into a Lease Agreement with Jason Evans to manage the Cancourse as a City Natural Park, and with Kootenai County Sheriff's Department for a Law Enforcement Mutual Aid Agreement to enforce state and county laws in Cancourse. Mr. McCully said Jason Evans originally purchased the 135-acre "Cancourse" property located at the end of Shadduck Lane and adjacent to the City-owned Canfield Mountain Natural Area Park with the intention of opening it to the public for hiking and mountain biking. The property is located outside the City limits. Kootenai County contacted Mr. Evans and informed him a special-use permit would be required in order to operate the park for the public. After reviewing the permit language, he realized he would be responsible for all the enforcement within the park boundaries which would be difficult to do. Mr. Evans approached the City to see if we would be interested in partnering with him to make this property function like a park. Under the Lease Agreement, his property will be considered a "Natural Park" and will be managed by the Parks Department with all rules posted at the trailhead, addressing hours of operation, and the prohibition of fires, camping, alcohol, smoking, fireworks, and unauthorized motor vehicles. The City will enforce Cancourse rules and will also enter into an agreement with the Kootenai County Sheriff's Office for enforcement of state and county laws, since the property is in the county. The lease is for a period of five (5) years, with an automatic five (5) year extension unless either party gives notice of the intent not to renew. Mr. Evans is currently building trails on the property according to a Master Plan created with the Parks Department and is following City trail building practices. After the Lease Agreement is accepted, the Parks Department will be responsible for the maintenance of the trails and construction of additional trails, and we will rely on Mr. Evans to help with these projects and the ongoing maintenance and oversight of the park. There is on-street parking available on Shadduck Lane from N. 22nd Street to N. Copper Way. This section of road is 32 feet wide and meets our standards for streets with parking on both sides. The houses along this stretch are double frontage lots and have residential parking on the streets in front of each home, meaning this stretch of road is rarely, if ever, used by the residents for parking. The only financial impact on the City will be staff time for litter pick up and projects to build or maintain trails. This will be done with current staffing. Litter pick up will be performed once per week for 9 months out of the

year with a cost of \$15.51 to \$39.36 per week, depending on whether seasonal or full-time employees do the work. No additional budget authority is requested.

Councilmember Wood stated both Monte McCully and Bill Greenwood went through the Parks and Recreation Commission and they are in support. Councilmember Gookin questioned if the City leases other parks, with Mr. McCully responding that the City has agreements with the Bureau of Land Management. Councilmember Gookin asked if someone gets hurt on the property who is liable, with City Attorney Mike Gridley responding the recreational use statute protects the City and the property owner from liability because there is no fee to use the trails.

MOTION: Motion by Wood, seconded by Evans, to approve **Resolution No. 20-047**, Approving a Lease Agreement with Jason Evans to Manage the Cancourse as a City Natural Park, and the Law Enforcement Mutual Aid Agreement with Kootenai County Sheriff's Department for Enforcement of State and County laws.

DISCUSSION: Councilmember Evans thanked Mr. McCully and Mr. Evans for all their hard work to open up this trail system and said it is much appreciated. Councilmember Miller noted that preserving open space for the general public for health and recreation is a great thing for the community. The partnership is with the least amount of investment and will benefit all citizens. She appreciates all the volunteers that have been taking care of this for years and feels this is a great opportunity. Councilmember Gookin stated he is uncomfortable with City employees maintaining private property and does not like that it is not in the City limits.

ROLL CALL: Wood Aye; Evans Aye; Miller Aye; McEvers Aye; Gookin No; English Aye.
Motion carried.

RESOLUTION NO, 21-048

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE BID OF AND AWARDING A CONTRACT TO GEA MECHANICAL EQUIPMENT US, INC., FOR THE PURCHASE OF CENTRIFUGE DEWATERING EQUIPMENT IN THE AMOUNT OF \$419,100.00.

STAFF REPORT: Wastewater Capital Program Manager Mike Becker requested that Council approve Resolution No. 21-048 and award a procurement contract to GEA Mechanical Equipment US, Inc., for the purchase of the Wastewater Department's new centrifuge dewatering equipment in the amount of \$419,100.00. Mr. Becker explained that the Wastewater Department (WW) uses a centrifuge dewatering unit or a belt filter press (BFP) to separate the liquid waste (centrate) from the biosolids. The centrifuge produces a drier biosolids cake which greatly decreases volume and therefore hauling and compost processing costs. The BFP serves as a back-up dewatering unit and has exceeded its useful service life, having been installed in 1999. Based on City growth projections and at the direction of the WW, HDR Engineers developed a Capital Improvement Plan (CIP) addressing the treatment facility's solids handling process. This CIP, titled Solids Handling Improvements Project, included replacing the BFP with another larger centrifuge,

upgrading the existing electrical equipment and controls, improving the centrate management process and biosolids loadout, expanding polymer storage, building structural modifications, and enhancing odor mitigation. In October 2020, the WW was informed that a new centrifuge unit would likely take up to 6 months for delivery. In an effort to minimize the project duration, reduce delays and contractor overhead, as well as improve quality control in centrifuge selection; the Department elected to solicit Requests for Proposals (RFP) for the purchase of dewatering equipment, including statements of qualification and sample bench test results, and acceptance of bids from prequalified centrifuge manufacturers. The goal was to pre-purchase the new dewatering equipment directly from the centrifuge manufacturer ahead of the Solids Handling Improvement Project. This project is scheduled and budgeted for construction next year (FY2021/2022).

In compliance with the City's Purchasing/Procurement Policies, the WW advertised for the RFP on March 12, 2021. The intent for the RFP was to prequalify only centrifuge manufacturers to bid on the equipment. On June 17th, the City received and opened four (4) bids from prequalified manufacturers. GEA Mechanical Equipment US, Inc., was the lowest responsive bidder. Mr. Becker stated that GEA's "adder" is for an expanded controller system. The ControlLogix® is needed for compatibility between the new centrifuge equipment and existing treatment facility equipment and controls. The WW is requesting approval of their proposed \$17,600 cost adder bringing GEA's total bid to \$419,100.00. Mr. Becker noted he, and the attorney with HDR reviewed and determined that the bid of GEA Mechanical Equipment US, Inc., is responsive and GEA is the low bidder for this procurement. This would be the first GE Westfalia Centrifuge within the City. The City of Nampa is currently using this equipment and is pleased with the performance that they are purchasing another one in the next fiscal year. Mr. Becker stated on behalf of the Wastewater Department that the City Council should accept the bid and award a procurement contract to GEA Mechanical Equipment US, Inc., for the purchase of the Wastewater Department's new centrifuge dewatering equipment package for the sum of \$419,100.00.

DISCUSSION: Councilmember Evans asked if the three (3) other bids included the added communication piece that was listed, with Mr. Becker stating they did. He said it was included in the bid, and there was various cost cost additions and the only one found that is needed to get the equipment operating is the controller system.

Councilmember Miller noted that the engineers estimate for the project was between \$700,000 and \$800,000, and the bid came in at \$419,100, and wanted to make sure the department was comfortable it meets the bid. Mr. Becker stated the estimate was revisited post COVID and was taken into account and recently revisited with HDR and agreed to be on the safer side verse under estimating the costs.

MOTION: Motion by McEvers, seconded by Miller, to approve **Resolution No. 20-048**, Accepting the Bid and Awarding a Contract to GEA Mechanical Equipment US, Inc., for the Purchase of Centrifuge Dewatering Equipment in the Amount of \$419,100.00.

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

(LEGISLATIVE PUBLIC HEARING) V-21-03 - VACATION OF A TEN-FOOT (10') STRIP OF RIGHT-OF-WAY ADJOINING THE EASTERLY BOUNDARY OF LOT 22 AND THE SOUTH HALF OF LOT 21, BLOCK 3, OF THE KAESMEYER ADDITION PLAT, KNOWN AS 401 S. 18TH STREET.

STAFF REPORT: Engineering Project Manager Dennis Grant stated the applicant Todd Butler, is requesting the vacation of a ten-foot (10') strip of right-of-way adjoining the easterly boundary of Lot 22 and the south half of Lot 21, Block 3, of the Kaesmeyer Addition plat (401 S. 18th Street). The requested row was originally dedicated to the Public in 1907. The vacation of the requested right-of-way would not have any financial impact on the City and would add approximately 600 square feet to the County tax roll. Although a minor amount, it would be a benefit to the municipality as tax revenue and to the land owner whose lot adjoins the strip of usable property. The portion of 18th Street has an eighty (80') right-of-way. By vacating the requested ten-foot (10') strip of right-of-way, it would be more consistent with the typical 60' right-of-way of a street south of Sherman Avenue. The right-of-way can be incorporated into the development of the adjoining property. All utilities are existing and in place, and there is no foreseeable use for this right-of-way. The Development Review Team was informed about this vacation, and Planning Department comments are contained in the staff report. He said notifications for this request were sent out to fifty-three (53) surrounding property owners, and he received two (2) comments in favor and two (2) comments in opposition.

Mr. Grant stated City Council should approve the vacation action per Idaho Code Section 50-1306, and vacate the property to the applicant, Todd Butler.

DISCUSSION: Councilmember Gookin asked if this would extend the property ten feet (10') out, and would properties to the right extending north and south be affected, and would it affect the setbacks for building and remodeling. Mr. Grant stated that it would. Councilmember Gookin asked if there are any current building plans submitted, with Mr. Grant responding he did not research if there was a building permit submitted and noted the property owner is available to answer questions.

Councilmember Wood asked why they weren't making the whole street contiguous, as it was just one property, with Mr. Grant explaining that it has been done in the past but it would require all affected property owners to be in agreement with the change.

Mayor Widmyer asked Mr. Gridley if the City would need the property owners to agree with vacating their properties, with Mr. Gridley responding the City can vacate a right-of-way if they so choose, yet it was typically the property owner making the request.

PUBLIC COMMENT:

Nathan Norman, Coeur d'Alene, spoke in opposition of the vacation and stated he is the neighbor currently doing construction next door. Mr. Norman noted that if this request is approved the building setbacks would change, making the applicant's unit extend ten feet (10') past his front porch, taking away the privacy, and the proposed Accessory Dwelling Unit (ADU) would look into the master bedroom on that side of the property. He stated that the only people that will benefit from this would be someone coming in and taking down a house that is currently there and

rebuilding. Mr. Norman agrees with the Planning Department comments and stated it would be a bad project, and some of the neighbors thought so as well.

Glenn Lauper, Coeur d'Alene, provided written comments (Exhibit PC-1) opposing this request stating it could lead to high-rise residential, parking congestion, and impeding emergency response vehicles.

DISCUSSION: Councilmember McEvers asked Mr. Norman if everyone on the street vacated, would that make a difference, with Mr. Norman noting all new construction would be able to build ten feet (10') closer to the street which would take away privacy at the front of the house.

APPLICANT REBUTTAL: Applicant Todd Butler stated he is representing both vacation requests on the agenda, one as the property owner and the other as the Architect for the property. He said he agrees in vacating the whole street, and stated that currently there are only three (3) streets that have more than the sixty feet (60') right-of-way south of Sherman Avenue. He stated he purchased his house in 1989, and didn't know it was built right on the property line. He asked for a vacation about 25 years ago and spoke with engineering staff, who told him everyone on the street would need to vacate, and the neighbors would not agree to. He said his client's daughter bought the property on Young and 18th Street and is looking to put in an ADU on the property. In design discussions the topic of how far the property line is back from the street came up, and Mr. Butler suggested they try to vacate the ten feet (10') of right-of-way. Mr. Butler stated if the extra ten feet (10') was approved, he would be able to have a larger living room. He noted for the property at 401 18th Street (V-21-04), he can make the ADU fit with the current required setbacks, the backyard would just be smaller. He said the granting of the vacation would allow for a better product.

DISCUSSION: Councilmember Miller asked for clarification if the infringement of their privacy would happen with or without the approval to vacate, with Mr. Butler stating it would. He said the master bedroom window is about two feet (2') by four feet (4') and is four-to-five feet (4-5') from grade to sill. Next to it is a bathroom window that is two feet (2') by three feet (3'), and there are two (2) big picture windows in the garage. Councilmember Miller asked for clarification on Mr. Norman's other concern of the larger living room looking back on the neighboring porch and encroaching on his privacy. Mr. Butler explained that the design would be similar to what Mr. Norman currently has, which is an extended porch off the front, and added that ADU's are pretty small and this one has an extended porch to provide more space. Councilmember McEvers asked Mr. Butler if nine (9) new homes in his neighborhood was granted the vacation, how would that look, with Mr. Butler stating that in talking with the surrounding neighbors, there was four (4) of them that want to continue to live in the neighborhood and were excited about the vacation and the opportunity it may give them to expand their homes.

Clarence Dunlop, Coeur d'Alene, spoke in favor of the request, stating he lives across the street. He said his home currently has no foundation and is non-conforming, and if this vacation was approved, he would be able to bring it into compliance.

Mayor Widmyer reiterated the Planning Department comments that they would be in favor if all the neighbors on the block vacated. He asked Council if they should look at vacating the ten feet

(10') of right-of-way for all the parcels on the block and bringing the item back. Hilary Anderson, Planning Director, was asked by Councilmember McEvers if vacating the whole block is reasonable without making people angry, and she explained if just one (1) property vacates and the rest of the properties don't have the same right it creates an odd street frontage or street scape. She said the Planning Department is not opposed to this vacation but would be much more supportive if it was the full block. Councilmember Miller commented that this could cause a pumpkin tooth street scape and the better idea would be to vacate the whole block. Mr. Gridley noted that he has looked up the statute 50-1321 to verify his earlier comment, however, the code talks about the necessity for consent of adjoining land owners for vacation of a public right-of-way. Councilmember Wood agreed the better route would be to vacate the whole block and take no action tonight and have the applicant come back. Councilmember English stated that these should be looked at individually and hopefully the adjacent neighbors would like to do the same. Councilmember Gookin stated he would like to focus on the one (1) parcel being presented tonight.

MOTION: Motion by McEvers, seconded by English, to dispense with the rule and read **Council Bill No. 21-1017** once by title only.

DISCUSSION: Councilmember Gookin asked if it was Council's intention to grant the vacation, and agrees that approving this would create a lack of consistency to the neighborhood. Councilmember McEvers stated it is the right thing to do.

ROLL CALL: Miller No; McEvers Aye; Gookin No; English Aye; Wood No; Evans Aye. Mayor Widmyer No. **Motion failed.**

MOTION: Motion by Gookin, seconded by Wood, to deny the vacation request V-21-03.

DISCUSSION: Councilmember Wood encouraged the applicant to come back if he could get all the neighbors to agree to vacate the whole block.

ROLL CALL: Miller Aye; McEvers No; Gookin Aye; English No; Wood Aye; Evans No. Mayor Widmyer Aye. **Motion carried.**

(LEGISLATIVE PUBLIC HEARING) V-21-04 -VACATION OF A TEN-FOOT (10') STRIP OF RIGHT-OF-WAY ADJOINING THE EASTERLY BOUNDARY OF A PORTION OF LOTS 6, 7, AND 8, BLOCK 13 OF THE KAESMEYER ADDITION PLAT, KNOWN AS 1724 E. YOUNG AVENUE.

STAFF REPORT: Engineering Project Manager Dennis Grant stated the applicant, Todd Butler, on behalf of Savannah Hill, is requesting the vacation of a ten-foot (10') strip of right-of-way adjoining the easterly boundary of a portion of Lots 6, 7, and 8, Block 13 of the Kaesmeyer Addition plat (1724 E. Young Avenue). The requested right-of-way was originally dedicated to the Public in 1907. The vacation of the requested right-of-way would not have any financial impact on the City and would add approximately 1,150 square feet to the County tax roll. Although a minor amount, it would be a benefit to the municipality as tax revenue and to the land owner whose lot adjoins the strip of usable property.

This portion of 18th Street has an eighty-foot (80') right-of-way. By vacating the requested ten-foot (10') strip of right-of-way, it would be more consistent with the typical sixty-foot (60') right-of-way of a street south of Sherman Avenue. The right-of-way can be incorporated into the development of the adjoining property. All utilities are existing and in place, and there is no foreseeable use for this right-of-way. The Development Review Team was informed about this vacation. City Council should approve the vacation action per Idaho Code Section 50-1306, and to vacate the property to the applicant Savannah Hill. Mr. Grant stated fifty-one (51) certified notifications were sent and he received six (6) responses; one (1) in favor and five (5) in opposition.

PUBLIC COMMENTS:

Nathan Norman, Coeur d'Alene, spoke in opposition and stated he would like the existing setbacks to remain and is not opposed to an ADU. Currently there are four (4) new houses on that street that used the current setbacks. Councilmember Gookin asked if he thought all the neighbors would agree to vacate on the block, with Mr. Norman responding he didn't think so. He also added because of the design of his house, if the neighbor were to build an ADU it would not impact his privacy. Vacating ten feet (10') would allow the house to be closer to the street creating a situation where they could look back into the porch area.

APPLICANT: Todd Butler spoke in favor of the vacation and noted there is only two (2) houses on this block; one is Mr. Norman's and the other is Savannah Hill's.

Councilmember Wood asked if Mr. Butler and Mr. Norman have been in discussions, with Mr. Butler stated they had not. Mr. Butler explained the original eighty-foot (80') right-of-way was designed so trucks could get to the mill, and approving this request would create a little more space in the backyard and a provide a shorter driveway. Mr. Butler provided a side view photo of Mr. Norman's house (exhibit PC-3) to the Council.

Kirk Hill, Coeur d'Alene, spoke in favor of the vacation stating his daughter is Savannah Hill, owner of the property. He noted that Mr. Norman would have the opportunity to add ten more feet (10') to his house which would be a good thing.

Art and Trudy Elliott submitted a letter (exhibit PC-1) opposing the request because it would impact the off-street parking area and 18th Street south of Young is the sole access to the Ridge Point Condominiums and it is heavily traveled.

Glenn Lauper submitted written comments (exhibit PC-2) opposing the request due to congestion, with vehicles parking on the street, and it would impact the ability for the fire department to provide public safety.

MOTION: Motion by Miller, seconded by McEvers, to dispense with the rule and read **Council Bill No. 21-1018** once by title only.

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

COUNCIL BILL NO. 21-1018

AN ORDINANCE OF THE CITY OF COEUR D'ALENE VACATING A PORTION OF RIGHT-OF-WAY LOCATED IN THE KAESMEYER ADDITION PLAT, RECORDED IN BOOK B OF PLATS ON PAGE 129, RECORDS OF KOOTENAI COUNTY, COEUR D'ALENE, IDAHO, GENERALLY DESCRIBED AS THAT TEN-FOOT (10') WIDE STRIP OF LAND ADJOINING THE EASTERLY BOUNDARY OF A PORTION OF LOTS 6, 7, AND 8, BLOCK 13 OF SAID PLAT; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

MOTION: Motion by Miller, seconded by Evans, to adopt **Council Bill No. 21-1018.**

ROLL CALL: McEvers Aye; Gookin No; English Aye; Wood No; Evans Aye; Miller Aye.
Motion carried.

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

The meeting was adjourned at 7:46 p.m.

ATTEST:

Steve Widmyer, Mayor

Kelley Setters
Deputy City Clerk

RECEIVED

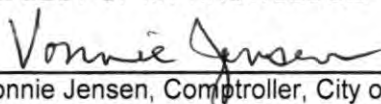
AUG 6 2021

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

CITY CLERK

FUND	BALANCE 6/30/2021	RECEIPTS	DISBURSE- MENTS	BALANCE 7/31/2021
<u>General-Designated</u>	\$1,908,594	\$20,726	\$53,846	\$1,875,474
<u>General-Undesignated</u>	11,657,624	21,770,750	15,770,101	17,658,273
<u>Special Revenue:</u>				
Library	161,813	582,589	141,493	602,909
CDBG	(32,103)		60,487	(92,590)
Cemetery	166,915	38,405	29,853	175,467
Parks Capital Improvements	450,792	5,797	14,302	442,287
Impact Fees	4,805,091	657,640		5,462,731
Annexation Fees	329			329
American Recovery Plan	4,329,664			4,329,664
Cemetery P/C	1,252,675	11,926	17,866	1,246,735
Jewett House	140,275	5,642	1,707	144,210
Reforestation	29,020	3		29,023
Street Trees	167,355	1,220	4,663	163,912
Community Canopy	2,898	1		2,899
Public Art Fund	51,571	6	125	51,452
Public Art Fund - ignite	596,367	1,071	32,376	565,062
Public Art Fund - Maintenance	128,253	15	38	128,230
<u>Debt Service:</u>				
2015 G.O. Bonds	625,991	306,676	833,939	98,728
<u>Capital Projects:</u>				
Street Projects	680,703	81		680,784
<u>Enterprise:</u>				
Street Lights	150,518	52,506	56,925	146,099
Water	(304,530)	791,455	913,259	(426,334)
Water Capitalization Fees	8,023,225	481,418		8,504,643
Wastewater	10,509,781	1,094,990	1,777,266	9,827,505
Wastewater - Equip Reserve	1,364,753	27,500		1,392,253
Wastewater - Capital Reserve	2,500,000			2,500,000
WWTP Capitalization Fees	4,152,795	1,474,066		5,626,861
WW Property Mgmt	60,668			60,668
Sanitation	1,725,026	503,734	503,656	1,725,104
Public Parking	411,966	91,393	19,520	483,839
Drainage	1,311,772	98,973	24,735	1,386,010
Wastewater Debt Service	2,088,532	870,299	870,049	2,088,782
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	237,848	248,931	237,891	248,888
Police Retirement	662,119	14,605	28,949	647,775
Sales Tax	1,892	1,874	1,892	1,874
BID	233,464	3,528		236,992
Homeless Trust Fund	871	719	741	849
GRAND TOTAL	<u>\$60,254,527</u>	<u>\$29,158,539</u>	<u>\$21,395,679</u>	<u>\$68,017,387</u>

I HEREBY SWEAR UNDER OATH THAT THE AMOUNTS REPORTED ABOVE, ON THE CASH BASIS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.



Vonnice Jensen, Comptroller, City of Coeur d'Alene, Idaho

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
TEN MONTHS ENDED
July 31, 2021

RECEIVED

AUG 6 2021

CITY CLERK

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 7/31/2021	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$243,342	\$199,707	82%
	Services/Supplies	8,400	4,163	50%
Administration	Personnel Services	214,699	178,104	83%
	Services/Supplies	3,000	1,141	38%
Finance	Personnel Services	695,484	564,385	81%
	Services/Supplies	539,300	551,899	102%
Municipal Services	Personnel Services	1,278,345	1,001,614	78%
	Services/Supplies	516,561	616,186	119%
	Capital Outlay	10,000	9,715	97%
Human Resources	Personnel Services	342,230	282,244	82%
	Services/Supplies	76,595	59,700	78%
Legal	Personnel Services	1,265,260	1,016,627	80%
	Services/Supplies	48,153	22,910	48%
Planning	Personnel Services	641,592	512,577	80%
	Services/Supplies	85,300	99,218	116%
	Capital Outlay			
Building Maintenance	Personnel Services	336,901	225,018	67%
	Services/Supplies	210,625	171,746	82%
	Capital Outlay			
Police	Personnel Services	14,988,826	11,716,513	78%
	Services/Supplies	1,619,594	1,189,076	73%
	Capital Outlay	117,738	201,357	171%
Fire	Personnel Services	10,068,973	8,539,293	85%
	Services/Supplies	633,838	465,761	73%
	Capital Outlay	8,000	92,667	1158%
General Government	Services/Supplies	153,050	1,298,701	849%
	Capital Outlay			
Police Grants	Personnel Services		56,002	
	Services/Supplies	6,000	76,158	1269%
	Capital Outlay			
CdA Drug Task Force	Services/Supplies		1,868	
	Capital Outlay			
Streets	Personnel Services	3,073,344	2,464,309	80%
	Services/Supplies	1,772,853	838,806	47%
	Capital Outlay	135,000	151,475	112%
Parks	Personnel Services	1,751,110	1,277,733	73%
	Services/Supplies	697,620	404,122	58%
	Capital Outlay			

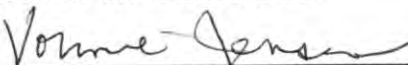
CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 TEN MONTHS ENDED
 July 31, 2021

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 7/31/2021	PERCENT EXPENDED
Recreation	Personnel Services	561,328	423,933	76%
	Services/Supplies	183,880	67,792	37%
	Capital Outlay		19,337	
Building Inspection	Personnel Services	918,356	754,752	82%
	Services/Supplies	40,129	17,101	43%
	Capital Outlay			
Total General Fund		<u>43,245,426</u>	<u>35,573,710</u>	<u>82%</u>
Library	Personnel Services	1,330,045	1,045,880	79%
	Services/Supplies	226,000	164,729	73%
	Capital Outlay	180,000	110,336	61%
CDBG	Personnel Services	74,754	55,920	75%
	Services/Supplies	620,278	327,304	53%
Cemetery	Personnel Services	200,837	154,811	77%
	Services/Supplies	105,950	82,069	77%
	Capital Outlay			
Impact Fees	Services/Supplies	450,000		
Annexation Fees	Services/Supplies	195,000	184,000	94%
Parks Capital Improvements	Capital Outlay	323,260	590,320	183%
Cemetery Perpetual Care	Services/Supplies	166,500	137,560	83%
Jewett House	Services/Supplies	26,353	(103,719)	-394%
Reforestation	Services/Supplies	6,500	242	4%
Street Trees	Services/Supplies	112,000	58,923	53%
Community Canopy	Services/Supplies	1,500	365	24%
Public Art Fund	Services/Supplies	271,300	79,550	29%
		<u>4,290,277</u>	<u>2,888,289</u>	<u>67%</u>
Debt Service Fund		<u>876,281</u>	<u>876,281</u>	<u>100%</u>

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
TEN MONTHS ENDED
July 31, 2021

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 7/31/2021	PERCENT EXPENDED
LaCrosse Ave / NW Blvd	Capital Outlay	1,200,000		
Seltice Way Sidewalks	Capital Outlay			
Traffic Calming	Capital Outlay	15,997	2,000	
Kathleen Avenue Widening	Capital Outlay	885,635	37,135	4%
US 95 Upgrade	Capital Outlay			
15th Street	Capital Outlay		11,070	
Industrial Park Loop & Atlas	Capital Outlay			
Downtown Signal Imprvmnts	Capital Outlay	100,000		
Atlas Waterfront Project	Capital Outlay			
NW Blvd Traffic Signals	Capital Outlay		5,351	
		<u>2,201,632</u>	<u>55,556</u>	<u>3%</u>
Street Lights	Services/Supplies	733,250	509,824	70%
Water	Personnel Services	2,315,352	1,787,587	77%
	Services/Supplies	4,952,518	1,668,717	34%
	Capital Outlay	7,298,500	3,072,329	42%
Water Capitalization Fees	Services/Supplies	5,300,000		
Wastewater	Personnel Services	2,959,700	2,358,841	80%
	Services/Supplies	7,242,415	2,447,250	34%
	Capital Outlay	7,205,000	1,192,485	17%
	Debt Service	2,704,263	4,313,200	159%
WW Capitalization	Services/Supplies	1,484,809		
Sanitation	Services/Supplies	4,215,002	3,426,729	81%
Public Parking	Services/Supplies	1,600,036	540,006	34%
	Capital Outlay	40,000		
Drainage	Personnel Services	222,668	187,341	84%
	Services/Supplies	944,195	304,750	32%
	Capital Outlay	535,000	241,745	45%
Total Enterprise Funds		<u>49,752,708</u>	<u>22,050,801</u>	<u>44%</u>
Kootenai County Solid Waste		2,800,000	2,141,115	76%
Police Retirement		188,132	155,849	83%
Business Improvement District		176,000	40,000	23%
Homeless Trust Fund		5,300	6,804	128%
Total Fiduciary Funds		<u>3,169,432</u>	<u>2,343,768</u>	<u>74%</u>
TOTALS:		<u>\$103,535,756</u>	<u>\$63,788,406</u>	<u>62%</u>

I HEREBY SWEAR UNDER OATH THAT THE AMOUNTS REPORTED ABOVE, ON THE CASH BASIS, ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.



Vonnie Jensen, Comptroller, City of Coeur d'Alene, Idaho

RECEIVED

AUG 6 2021

CITY CLERK

City of Coeur d Alene
Cash and Investments
7/31/2021

Description	City's Balance
U.S. Bank	
Checking Account	4,035,316
Checking Account	53,688
Checking Account	67,396
Investment Account - Police Retirement	644,047
Investment Account - Cemetery Perpetual Care Fund	1,217,757
Idaho Central Credit Union	
Certificate of Deposit	274,490
Idaho State Investment Pool	
State Investment Pool Account	60,439,841
Spokane Teacher's Credit Union	
Certificate of Deposit	257,869
Numerica Credit Union	
Certificate of Deposit	1,024,933
Cash on Hand	
Finance Department Petty Cash	500
Treasurer's Change Fund	1,350
Library Change fund	180
Cemetery Change Fund	20
Total	<u><u>68,017,387</u></u>

I HEREBY SWEAR UNDER OATH THAT THE AMOUNTS REPORTED ABOVE ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.



Vonnice Jensen, Comptroller, City of Coeur d'Alene, Idaho

August 9, 2021
GENERAL SERVICES/PUBLIC WORKS COMMITTEE
MINUTES
12:00 p.m., Library Community Room

COMMITTEE MEMBERS

Council Member Amy Evans, Chairperson
Council Member Christie Wood
Council Member Dan English

STAFF

Juanita Knight, Senior Legal Assistant
Terry Pickel, Director, Water Department
Kyle Marine, Assistant Director, Water Department
Mike Gridley, City Attorney
Troy Tymesen, City Administrator
Wes Somerton, Chief Criminal Deputy City Attorney
Ryan Hunter, Deputy City Attorney
Chief White, Police
Capt. Dave Hagar, Police

Item 1. Request Approval of a Professional Services Agreement with Keller Associates, for the Design of the New Booster Station for Blackwell Island in the Amount of \$104,093.00.
(Consent Resolution)

Terry Pickel, Director of the Water Department, explained that the existing Lower Blackwell Booster Station was originally constructed as part of a private water system that the City inherited in 1993. The station is undersized and sits on a very small lot that is not conducive for replacement with an appropriately sized structure and related appurtenances. Coupled with the issue of a deteriorating transmission main running through a very steep residential lot with no existing easement, it was determined that it would be prudent to seek a better location. Through an agreement with a local developer, the Water Department acquired a suitably sized lot and an easement for a new transmission main to supply Fairmont Loop and Lakeview Heights. The Transmission Main has been installed and the next phase is to design the new booster station. Mr. Pickel further explained in his staff report that initial funding for the project was included in the 2020/2021 FY budget in the amount of \$275,000, out of which this professional services agreement will be paid. The design process will likely go beyond the end of the current fiscal year and we expect to begin construction in the next fiscal year. Fiscal year 2021/2022's proposed budget has an allocation of \$575,000 to complete the design and begin construction. It was anticipated in the current Capital Improvement Plan that construction would span two fiscal years. As final actual costs will be known upon completion of the design and the remaining budget request to complete construction will be included for fiscal year 2022/2023. The Water Department will likely perform clearing and grubbing and perhaps the water main stub in Fairmont Loop to help reduce overall cost. Staff solicited proposals from engineering firms for the design of a replacement booster station. Considerations included in the initial scope were: analysis and design for proper pump sizing and redundancy, whether we will be required to include costly fire pump configuration, access and security, a design that fits in with the adjacent topography as this will still be on a hillside, and overall project cost. Proposals were received from JUB Engineering and Keller Associates. A three-member committee reviewed the two submitted proposals. Staff utilized a preapproved scoring system to evaluate the submittals, with Keller Associates receiving the highest overall score. Staff met with the consultant to discuss a scope of work in detail so that the consultant could provide a quote for design and future construction purposes in phases as needed. Staff is proposing to combine the approval of the consultant and award of a professional services agreement for the initial design phase in one meeting to expedite the process.

MOTION: by English, seconded by Wood, to recommend that Council Approve the Professional Services Agreement with Keller Associates, for the Design of the New Booster Station for Blackwell Island in the Amount of \$104,093.00. Motion Carried.

Item 2. Request Approval of an Agreement with North Idaho College (NIC) to Provide School Resource Officer (SRO) Services for School Years 2021-2023.

(ITEM PULLED / POSTPONED TO A FUTURE DATE)

**Item 3. Declare Used Police Vehicles as Surplus and Authorize the Sale at Auction.
(Consent Resolution)**

Chief White is requesting approval to surplus 3 police vehicles. Chief White explained in his staff report that the 2001 Impala was assigned to Patrol. It was later moved to Investigations and eventually Administration. Much of the exterior paint is falling off this vehicle. At 83,000 miles, it does not warrant repainting. The 2011 Impala is still serving as a Patrol car today. It currently shows 97,000 odometer miles. There are multiple oil leaks from this vehicle and the air conditioning is currently not functioning. The 2nd 2011 Impala has served as both a Patrol and SRO vehicle. It too is suffering from multiple oil leaks and recently developed an electrical issue that causes it to intermittently stall at stop lights. It currently shows 101,000 miles on the odometer. There is no financial impact to the City other than minimal costs of transportation to Post Falls for auction. The auctioneer receives a 20% commission for sales between \$500 and \$749.99, 15% commission for sales from \$750 to \$999.00 and 10% for sales over \$1000. These fees are deducted from the item auction proceeds and a check provided to the owner for the balance. Proceeds from the sale of this vehicle will be returned to the General Fund.

MOTION: by English, seconded by Wood, to recommend that Council declare used police vehicles as surplus and authorize the sale at auction. Motion Carried.

Item 4. PRESENTATION – Legal Department

Mike Gridley, City Attorney, described the Mission of the Legal Department is to provide high quality, cost-effective civil legal services and criminal prosecution for the City of Coeur d'Alene.

Mr. Gridley's presentation included the following discussion points:

- The Legal Team consists of 1 City Attorney, 2 Chief Deputy City Attorneys, 1 Deputy City Attorney, 2 Assistant City Attorneys, 2 Senior Legal Assistants, 2 Legal Assistants, and 1 Victim's Advocate volunteer.
- Summary of the Legal Department's duties
- Examples of Major Crime Categories; Property and People Crimes; and Drug Crimes
- Examples of Legal Support Staff duties
- Examples of Prosecutor's Office Caseload
- Explained the Caseload Standards for Prosecutors
- Law Enforcement budget history and FTE's

- Explained the Prosecutor's Office 2021-22 staffing needs

Councilmember Evans said that it is valuable for the community to have to opportunity to see what goes on behind the scenes in all the City departments. She is thankful for the department presentations that show what each department does and the intricacies and how they serve the City.

Councilmember Wood said she agrees that law enforcement and prosecution go hand-in-hand and we serve no purpose by arresting and/or citing and not prosecuting. She said plea agreements are an option, but we don't want to run an office based on plea agreements, we are supposed to seek justice. She said she'd like to see what reduction in services would be if during 2021-22 budget discussions council is unable to provide the requested additional legal staff. She said she also likes Strategic Planning and a 5-year plan would be very valuable to the Council. She asked Mr. Gridley if he has the ability to forecast, at the current growth rate and with no additional staff, where his department will be 5 years from now.

Mr. Gridley stated that this is not the first year a request has been made for additional staff and that requests for additional staff have been made in previous years.

A link to the full meeting and presentation can be found here: <https://youtu.be/faHDT0xwZRO>

The meeting adjourned at 12:34 p.m.

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

DATE: AUGUST 11, 2021
TO: MAYOR AND CITY COUNCIL
FROM: PLANNING DEPARTMENT
RE: SETTING OF PUBLIC HEARING DATE: SEPTEMBER 21, 2021

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>
ZC-6-21	Applicant: CDA Enterprises, LLC Location: 455 W Cherry Lane Request: A proposed zone change from R-12 to R-17	Recommended approval	QUASI-JUDICIAL
A-3-21	Applicant: Kootenai Youth Rec, Vince Hughes Location: 3525 W. Seltice Request: A proposed 4.18-acre annexation from County Commercial to C-17	Recommended approval	QUASI-JUDICIAL

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **September 21, 2021**

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kelley Setters 8-6-21
Department Name / Employee Name / Date

Request made by: Phyllis Taylor 503-730-9818
Name / Phone

3105 N 4th St Apt. 24 COA, ID 83815
Address

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

Niche(s): RIV . NGB, 16
Lot(s): _____, _____, _____, _____, _____, _____ Block: _____ Section: _____

Lot(s) are located in / / Forest Cemetery / / Forest Cemetery Annex (Riverview).
Copy of / / Deed or / / Certificate of Sale must be attached.
Person making request is / / Owner / / Executor* / / Other* _____

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

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

ACCOUNTING DEPARTMENT Shall complete the following:

Attach copy of original contract.
Vonnie Jensen
Accountant Signature

CEMETERY SUPERVISOR shall complete the following:

1. The above-referenced Lot(s) is/are certified to be vacant: Yes / / No
2. The owner of record of the Lot(s) in the Cemtery Book of Deeds is listed as:

3. The purchase price of the Lot(s) when sold to the owner of record was \$ 450 per lot.
MB 8/6/2021
Supervisor's Init. Date

LEGAL/RECORDS shall complete the following:

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

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

City Clerk's Signature Date

COUNCIL ACTION

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

CEMETERY SUPERVISOR shall complete the following:

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

Cemetery Supervisor's Signature Date

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

RESOLUTION NO. 21-049

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE FOLLOWING: PURCHASE OF RIGHT-OF-WAY AT 280 W. KATHLEEN AVENUE FROM JBS BUILDING, LLC, IN THE AMOUNT OF \$36,380.94; A PROFESSIONAL SERVICES AGREEMENT WITH KELLER ASSOCIATES FOR THE DESIGN OF THE NEW BOOSTER STATION FOR BLACKWELL ISLAND IN THE AMOUNT OF \$104,093.00; AND THE DECLARATION AS SURPLUS USED VEHICLES FROM THE POLICE DEPARTMENT AND THE SALE OF THE SURPLUS PROPERTY AT AUCTION.

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

- A) Purchase of right-of-way located at 280 W. Kathleen Avenue from JBS Building, LLC, in the amount of \$36,380.94;
- B) A Professional Services Agreement with Keller Associates for the design of the New Booster Station for Blackwell Island in the amount of \$104,093.00;
- C) Declaration as surplus used vehicles from the Police Department and authorization for the sale of the surplus property at auction; 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 take the other listed actions;

NOW, THEREFORE,

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

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

DATED this 17th day of August, 2021.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER ENGLISH	Voted
COUNCIL MEMBER MILLER	Voted
COUNCIL MEMBER GOOKIN	Voted
COUNCIL MEMBER EVANS	Voted
COUNCIL MEMBER MCEVERS	Voted
COUNCIL MEMBER WOOD	Voted

_____ was absent. Motion _____.

CITY COUNCIL STAFF REPORT

DATE: August 17, 2021
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: **Approval of Compensation for Right-of-Way**

DECISION POINT

Staff is requesting City Council approval to purchase right-of-way from Robert R. Chatters, JBS Building, LLC.

FINANCIAL ANALYSIS

The compensation of \$36,380.94 will be funded through the Kathleen Avenue Improvements project.

PERFORMANCE ANALYSIS

City Staff was successful in negotiating with Robert R. Chatters through his attorney, Kenneth T. Jacobsen, Attorney at Law, to purchase a strip of land, on his property located at 280 W. Kathleen Avenue (Jerry's Body Shop). The total area of the piece is 2,018 square feet. The additional right-of-way is needed to widen the south side of Kathleen Avenue to two lanes in the eastbound direction between US-HW 95 and Government Way. A copy of the deed is attached.

RECOMMENDATION

Staff recommends that Council accept the dedication, direct its recordation, and approve the compensation to the property owners.

**GRANT DEED
FOR RIGHT-OF-WAY PURPOSES**

KNOW ALL MEN BY THESE PRESENTS that JBS BUILDING, LLC, a Limited Liability Company, whose address is 10101 N. Maple Street, Hayden, Idaho 83835, Robert R. Chatters, Managing Member, herein called "GRANTOR," for and in consideration of the sum of Thirty-six Thousand Three Hundred Eighty and 94/100 Dollars (\$36,380.94), paid by the City of Coeur d'Alene, whose address is 710 E. Mullan Avenue, Coeur d'Alene, Kootenai County, State of Idaho, receipt of which is acknowledged, does hereby grant, quitclaim and convey unto the CITY OF COEUR D'ALENE, a municipal corporation and political subdivision of the State of Idaho, duly organized and existing pursuant to the laws of the State of Idaho, hereinafter called the "GRANTEE," its successors and assigns, property described as follows:


See attached Exhibit "A" incorporated herein.

TO HAVE AND TO HOLD such property for public right-of-way and other public purposes.

IN WITNESS WHEREOF, the GRANTOR has caused this instrument to be executed this 4th day of August, 2021.

JBS BUILDING, LLC, GRANTOR

By:




Robert R. Chatters, Managing Member

STATE OF IDAHO)
) SS
COUNTY OF KOOTENAI)

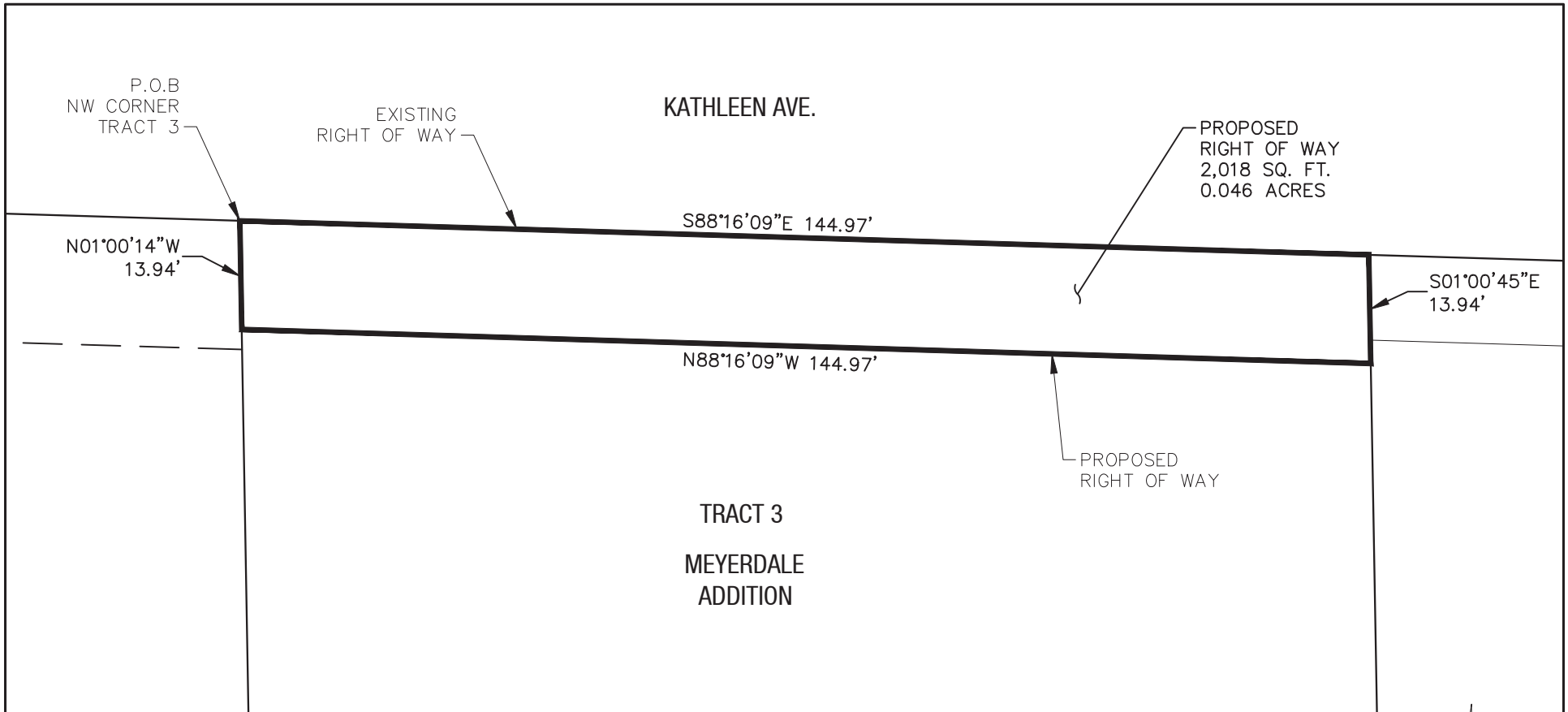
On this 4th day of August, 2021, before me a Notary Public, personally appeared Robert R. Chatters, Managing Member of JBS BUILDING, LLC, known or identified to me to be the person who executed the foregoing instrument and acknowledged to me that said Limited Liability Corporation executed the same as his free and voluntary act and deed.

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





Notary Public for the State of Idaho
Residing at: Coeur d'Alene
My Commission Expires: 01/16/2026



Michael L Hathaway

Digitally signed by Michael L Hathaway
DN: CN=Michael L Hathaway,
OU=AD1427D0000167A8678DEA0006235,
O=WELCH-COMER AND ASSOCIATES, C=US
Date: 2021.02.09 09:38:25-0800'

REFERENCES:

- (R1) PLAT OF MEYERDALE ADDITION
RECORDED IN BOOK B OF PLATS, PAGE 102,
RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R2) PLAT OF CARLSON COMMERCIAL TRACTS
RECORDED IN BOOK I OF PLATS, PAGE 114-114B,
RECORDS OF KOOTENAI COUNTY, IDAHO.



SCALE
1" = 20'

WELCH-COMER
ENGINEERS | SURVEYORS

www.welchcomer.com
330 E. Lakeside Ave, Suite 101
Coeur d'Alene, ID 83814

208-664-9382
(toll free) 877-815-5672
(fax) 208-664-5946

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Welch-Comer & Associates, Inc.
This document, and ideas and designs
incorporated herein, as an instrument
of professional service, is the property
of Welch-Comer & Associates, Inc.,
and is not to be used in whole or in
part for any other project without the
written authorization of Welch-Comer
& Associates, Inc.

PROPOSED
RIGHT OF WAY
PORTION OF TRACT 3
MEYERDALE ADDITION

PROJECT NO.: 41346
DESIGNED BY: MLH
DRAWN BY: GJG
DWG: 41346EX02.DWG
DATE: FEBRUARY, 2021
SHEET NO: **1 OF 1**

**GRANT DEED
FOR RIGHT-OF-WAY PURPOSES**

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See attached Exhibit "A" incorporated herein.

TO HAVE AND TO HOLD such property for public right-of-way and other public purposes.

IN WITNESS WHEREOF, the GRANTOR has caused this instrument to be executed this 4th day of August, 2021.

JBS BUILDING, LLC, GRANTOR


By: 
Robert R. Chatters, Managing Member

STATE OF IDAHO)
) SS
COUNTY OF KOOTENAI)

On this 4th day of August, 2021, before me a Notary Public, personally appeared Robert R. Chatters, Managing Member of JBS BUILDING, LLC, known or identified to me to be the person who executed the foregoing instrument and acknowledged to me that said Limited Liability Corporation executed the same as his free and voluntary act and deed.

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




Notary Public for the State of Idaho
Residing at: Coeur d'Alene
My Commission Expires: 01/16/2026

Grant Deed - JBS Building, LLC

**GENERAL SERVICES/PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: AUGUST 9, 2021

FROM: TERRY PICKEL, WATER DEPARTMENT DIRECTOR

SUBJECT: BLACKWELL BOOSTER STATION DESIGN PROFESSIONAL SERVICES AGREEMENT

DECISION POINT: Should City Council approve and award a professional services agreement with Keller Associates for the design of a new booster station for Blackwell Island to replace the failing and undersized booster station in the amount of \$104,093.00?

HISTORY: The 2012 Water Department Comprehensive Plan Update identified areas of deficiencies within the existing public water system that would require future improvements. Department staff have been working through the various projects on a dedicated schedule to keep up with the City's extensive growth and water demand. One particular deficiency currently on the schedule is replacement the existing Lower Blackwell Booster Station. The station was originally constructed as part of a private water system that the City inherited in 1993. The station is undersized and sits on a very small lot that is not conducive for replacement with an appropriately sized structure and related appurtenances. Coupled with the issue of a deteriorating transmission main running through a very steep residential lot with no existing easement, it was determined that it would be prudent to seek a better location. Through an agreement with a local developer, the Water Department acquired a suitably sized lot and an easement for a new transmission main to supply Fairmont Loop and Lakeview Heights. The Transmission Main has been installed and the next phase is to design the new booster station.

FINANCIAL ANALYSIS: Initial funding for the project was included in the 2020/2021 FY budget in the amount of \$275,000, out of which this professional services agreement will be paid. The design process will likely go beyond the end of the current fiscal year and we expect to begin construction in the next fiscal year. Fiscal year 2021/2022's proposed budget has an allocation of \$575,000 to complete the design and begin construction. It was anticipated in the current Capital Improvement Plan that construction would span two fiscal years. As final actual costs will be known upon completion of the design and the remaining budget request to complete construction will be included for fiscal year 2022/2023. The Water Department will likely perform clearing and grubbing and perhaps the water main stub in Fairmont Loop to help reduce overall cost.

PERFORMANCE ANALYSIS: Staff solicited proposals from engineering firms for the design of a replacement booster station. Considerations included in the initial scope were: analysis and design for proper pump sizing and redundancy, whether we will be required to include costly fire pump configuration, access and security, a design that fits in with the adjacent topography as this will still be on a hillside, and overall project cost. Proposals were received from JUB Engineering and Keller Associates. A three-member committee reviewed the two submitted proposals. Staff utilized a

preapproved scoring system to evaluate the submittals, with Keller Associates receiving the highest overall score. Staff met with the consultant to discuss a scope of work in detail so that the consultant could provide a quote for design and future construction purposes in phases as needed. Staff is proposing to combine the approval of the consultant and award of a professional services agreement for the initial design phase in one meeting to expedite the process. A professional services agreement will be prepared for approval.

DECISION POINT/RECOMMENDATION: City Council should approve and award an engineering professional services agreement with Keller Associates for the design of a new booster station for Blackwell Island to replace the failing and undersized booster station in the amount of \$104,093.00.

PROFESSIONAL SERVICES AGREEMENT
between
CITY OF COEUR D'ALENE
And
KELLER ASSOCIATES
For
BLACKWELL BOOSTER STATION DESIGN

THIS Agreement is made and entered into this 18th day of August, 2021, 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 KELLER ASSOCIATES, an Idaho corporation, with its principal place of business at 601 Sherman Avenue, Suite 1, Coeur d'Alene Idaho 83814, hereinafter referred to as the "Consultant."

WITNESSETH:

Section 1. Definition. In this agreement:

- A. The term "City" means the city of Coeur d'Alene, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814.
- B. The term "Consultant" means Engineering and Architectural Design Services.
- C. The term "Mayor" means the mayor of the city of Coeur d'Alene or his authorized representative.

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

Section 3. Scope of Services.

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

Section 4. Personnel.

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

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

Section 5. Time of Performance. The services of the Consultant shall commence upon execution of this Agreement by the Mayor and shall be completed within one hundred eighty (180) days thereafter. The period of performance may be extended for additional periods only by the mutual written agreement of the parties.

Section 6. Compensation.

A. Subject to the provisions of this Agreement, the City shall pay the Consultant an amount not to exceed One Hundred Four Thousand, Ninety-Three and NO/100 Dollars (\$104,093.00).

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

Section 7. Method and Time of Payment. The City will pay to the Consultant an amount not to exceed the amount set forth in Section 6 which shall constitute the full and complete compensation for the Consultant's professional services. Monthly progress payments must be submitted by the 10th of the month for work done in the previous calendar month. Partial payment shall be made by the end of each calendar month for the work completed in the previous calendar month. Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council.

Section 8. Termination of Agreement for Cause. If, through any cause within Consultant's reasonable control, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall, after providing Consultant reasonable time to remedy the deficiency, thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished hard copy documents, data, studies, surveys, and reports or other material prepared by the Consultant under this agreement shall at the option of the City become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and

materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred.

Section 9. Termination for Convenience of City. The City may terminate this Agreement at any time by giving thirty (30) days written notice to the Consultant of such termination and specifying the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Section 8 above shall, at the option of the City, become its property. The Consultant shall be entitled to receive compensation not to exceed the amount reasonably billed for work actually done and expenses reasonably incurred as of the effective date of the termination.

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

Section 11. Equal Employment Opportunity.

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

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

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

Section 13. Assignability.

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

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

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

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

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

City may make and retain copies of Documents for information and reference in connection with use on the Project by the City. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by the Consultant, as appropriate for the specific purpose intended, will be at the City's sole risk and without liability or legal exposure to the Consultant and Consultant's subConsultants. To the extent allowed by law, the City shall indemnify and hold harmless the Consultant and Consultant's subConsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.

Section 17. Audits and Inspection. Consultant shall provide access for the City and any duly authorized representatives to any books, documents, papers, and records of the Consultant that are directly pertinent to this specific agreement for the purpose of making audit, examination, excerpts, and transcriptions. Consultant shall retain all records pertinent to the project for three years after final payment and all other pending matters are closed.

Section 18. Jurisdiction; Choice of Law. Any civil action arising from this Agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur

d'Alene, Kootenai County, Idaho. The law of the state of Idaho shall govern the rights and obligations of the parties.

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

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

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

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

Section 23. City Held Harmless.

A. The Consultant shall save, hold harmless, and indemnify the City, its officers, agents and employees from and against any and all damages or liability arising out of the Consultant's wrongful acts or negligence, including costs and expenses, for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by any person or persons or property arising from Consultant's performance of this Agreement and not arising from Consultant's professional services. To this end, Consultant shall maintain general liability insurance in at least the amounts set forth in Section 25A.

B. The Consultant shall save, hold harmless and indemnify the City, its officers, agents, and employees from and against damages or liability arising out of the Consultant's negligent acts, errors, or omissions, including costs and expenses for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by persons or property to the extent arising from Consultant's negligent performance of this Agreement, including but not limited to Consultant's professional services. To this end, Consultant shall maintain Errors and Omissions insurance in at least the amounts set forth in Section 25B.

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

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

A. Consultant shall maintain general liability insurance naming the City, its entities, and its representatives as additional insureds in the amount of at least \$500,000.00 for property damage or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for by Idaho Code 6-924.

B. In performance of professional services, the Consultant will use that degree of care and skill ordinarily exercised under similar circumstances by members of the Consultant's profession. Should the Consultant or any of the Consultants' employees be found to have been negligent in the performance of professional services from which the City sustains damage, the Consultant has obtained Errors and Omission Insurance in at least the amount of five hundred thousand dollars (\$500,000.00). The Consultant shall maintain, and furnish proof thereof, coverage for a period of two years following the completion of the project.

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

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

Section 26. Non – Discrimination.

During the performance of this contract, the Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

A. The Consultant shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract. In addition, the Consultant shall comply with the requirements of Title 9, Chapter 9.56, Coeur d'Alene City Code.

B. The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, national origin, sexual orientation, and/or gender identity/expression in the selection and retention of sub-Consultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, or discrimination prohibited by Title 9, Chapter 9.56, Coeur d'Alene City Code.

C. In all solicitations either by competitive bidding or negotiations made by the Consultant for work to be performed under a sub-contract, including procurement of materials or leases of

equipment, each potential sub-consultant or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations and City Code relative to non-discrimination on the grounds of race, color, sex, national origin, sexual orientation, and/or gender identity/expression.

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

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

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

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

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

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

CITY OF COEUR D'ALENE

Steve Widmyer, Mayor

By _____
Its _____

ATTEST:

ATTEST:

Renata McLeod, City Clerk

Name/Title

**Scope of Work
Exhibit "A"**

Attachment A

CITY OF COEUR D'ALENE BLACKWELL HILL BOOSTER STATION AND TANK SITING PROJECT SCOPE OF WORK

PROJECT DESCRIPTION

City of Coeur d'Alene ("Owner") has contracted with Keller Associates, Inc. ("Consultant") to provide engineering services for the design of the new Blackwell Hill Booster Station and siting for a future Blackwell Tank (project).

The project entails planning and design of a new booster pumping station at the base of Blackwell Hill to serve the existing 54 connections in the zone. As part of the project a Technical Memorandum will be prepared to document the service area, design criteria including the and future tank location. Booster station design will include two to three duty pumps controlled by VFDs, and no fire pumps. Station will include mechanical/process piping, electrical, HVAC, a backup generator, and controls coordination with Woodhawk. Booster Station will be CMU construction with metal roof and wall panels. Site improvements to include site retaining wall, asphalt paving, and transmission piping to connect booster station to the system. Estimated construction period is from Spring 2022 through Fall 2022. Project will be delivered under one prime contract.

Consultant's services are limited to those services outlined in the following scope of work.

Note: This scope of work has been broken out into three phases to align with the Owner's budget.

SCOPE OF WORK

TASK 1: PROJECT MANAGEMENT

Consultant Responsibilities:

- 1.1. General Project Management. Provide general project administration services including contract administration, monthly invoicing, progress reports, scheduling, and internal project administration.
- 1.2. Kickoff Meeting. Participate in a project kickoff meeting. Prepare agenda and meeting notes. The purpose of this meeting will be to establish Owner design criteria, review the overall project schedule including major milestones and meetings, review project constraints and objectives, discuss available data and published materials that will be made available by the Owner, and review process for deliverables including process for Owner review and approval.
- 1.3. Request for Information. Prepare initial request for information for data to be used in the design process.

Owner Responsibilities:

- Provide meeting space for project meetings.

Assumptions:

- Project management budget assumes a project schedule of up to 15 months.
- Project is being funded by the Owner.

Deliverables:

- Monthly invoices.
- Kickoff meeting agendas and meeting notes.
- Request for information.

TASK 2: BLACKWELL ZONE STUDY AND TECHNICAL MEMORANDUM 2.1.

Blackwell Zone Study.

- a. Utilize the City's existing water system model (in conjunction with separate consultant) to evaluate service area for a minimum service pressure of 50 psi.
- b. Evaluate target HGL feasibility in comparison with anticipated future tank site provided by City of Coeur d'Alene as shown in Exhibit A.
- c. Provide preliminary routing for future transmission line between booster station and future tank.
- d. Evaluate storage volume for future tank based on a minimum service pressure of 50 psi, updated demand criteria, emergency, fire and peaking storage requirements.
- e. Fire flow will not be provided by this booster station. No fire pumps will be provided for in this design. New booster station will be designed to provide flows similar to what is provided by the existing booster station.

2.2. Topographic Surveying.

- a. Provide surveying services for Blackwell Booster Station site (parcel # 0-4770-000-003-D) which is 0.2757 acres. Provide topographic survey for the Blackwell Booster Station site. Survey would include an additional 25 feet beyond the site boundary to the North, West and South. On the East side the coverage would extend 25 feet past the east side of S. Fairmont Loop.
- b. For future tank site location provided by City of Coeur d'Alene and shown in Exhibit A provide spot check elevations. Includes up to four points on tank site.

2.3. Design Criteria. Based on the results of the study phase services, document design criteria that will serve as basis for design in a Technical Memorandum.

Owner Responsibilities:

- Provide meeting areas as required.
- Owner to work with Kootenai County Fire and Rescue to obtain letter of support for booster station not providing fire flow to the zone.
- Owner to work with county to obtain zero setback requirement for building. Geotechnical investigation will occur after this has been obtained.
- Owner to work with County to enable site stormwater to discharge to roadside ditch.
- Coordinate and set up meeting with Fire Department.
- Provide parcel information for booster station site and future tank site.
- Provide proposed routing of future transmission line.
- Provide update to water model via separate consultant. Facilitate coordination between Keller and others.
- Provide access to tank site for spot check surveying.

Assumptions:

- Blackwell Booster will serve the existing 54 connections. Planning for future connections and/or future growth in the area is not included.

- Booster station site, future tank site and future transmission line routing shown in attached Exhibit A.
- Booster station site has already been acquired by the Owner as shown in Exhibit A. Property acquisitions/easements are not included.
- Surveying to be completed within existing parcel and easements, Owner to secure permission for access to surveying on private property.
- Consultant shall be entitled to rely, without liability or the need for independent verification, on the accuracy and completeness of the information provided by Owner, Owner's consultants and Contractors, information from public records, and information ordinarily or customarily furnished by others, including, but not limited to specialty Contractors, manufacturers, suppliers, and publishers of technical standards. This assumption applies to this task and subsequent tasks.
- If the owner obtains additional easements/property adjacent to the booster station additional services may be requested to incorporate into the design.

Deliverables:

- Technical memorandum documenting updated design criteria for booster station, future transmission line and future tank.

TASK 3: GEOTECHNICAL INVESTIGATION 3.1.

Geotechnical Investigation.

Provide geotechnical investigation of the site. Due to the topography and dense forestation of the site, a higher-than-expected level of effort will be required to access the site to gather pertinent geotechnical information. A crane or wrecker truck will be used to assist in the placement of the drill rig on to the project site.

- Consultant will utilize the services of Strata Geotechnical to complete a geotechnical investigation for the proposed booster station site.
- The sub-consultant will supervise 2 bore holes to be completed by the subconsultant's drilling company. Note depth to rock or refusal (if encountered), the depth to groundwater, and classify soil in accordance with ASTM standards.
- The sub-consultant will provide lateral earth pressures for existing types of soils, including seismic values and site classification, soil profiles, provide recommended back-filling procedures and recommendations for type(s) of foundations that would be suitable, re-use of onsite soils, structural fill specifications, over excavation recommendations, compaction specifications, allowable bearing capacities, pavement recommendations, estimated settling of booster station, groundwater depth, and infiltration rates.
- Provide summary of geotechnical findings in a report that can be relied upon by the Engineer for design. Includes two bore holes up to 40 ft deep, each.

Owner Responsibilities:

- Site access coordination and planning.

Assumptions:

- Two bore holes to an approximate depth of 40 feet will be provided at the proposed booster station site.
- Boring to be completed during normal weekday working hours.

Deliverables:

- Geotechnical report.

TASK 4: PRELIMINARY DESIGN

Consultant Responsibilities:

- 4.1. Site Layout. Develop 30% concept design showing site civil layout and booster station orientation on the selected site. Concept to include general grading concepts, booster station footprint, retaining wall, generator location, yard piping, and access.
- 4.2. Electrical and Controls. Coordinate with Owner and power utility to identify power constraints and Owner SCADA communication preferences. Prepare one-line diagram for power and a narrative describing the communication strategy and objectives.
- 4.3. Opinion of Probable Cost. Provide an opinion of probable cost for the project.
- 4.4. Meeting. Meet with Owner to review concepts and alternatives and select preferred alternative for design.
- 4.5. Prepare PER. Prepare draft PER following the meeting for submittal to Idaho DEQ. In addition to the minimum regulatory requirements, PER to include concept drawings showing conceptual site layout and yard piping, offsite piping, one-line diagram, and booster station layout. Submit to Owner for review.
- 4.6. Final PER. Incorporate Owner input and submit to Idaho DEQ for review. Address agency comments and finalize PER.

Owner Responsibilities:

- Provide meeting location as requested.
- Provide requested information, including input on booster station design criteria. Provide input on project objectives, space and performance requirements, expandability needs, and budgetary limitations.
- Obtain or provide information for land parcel for the booster station site and future tank site, including zoning, property descriptions, utility documentation, easements and rights-of-way.
- Provide concurrence on the location of the geotechnical investigation; assist in pre-marking locations for test pits / boring.
- Review and provide one set of consolidated comments on the Draft PER.

Assumptions:

- Utilize design criteria provided in Technical Memorandum during Task 1.
- Land and easement acquisition, negotiations, and legal descriptions are not included.
- Booster station and tank location and sizing are based on recommendations in the planning study and will not be reevaluated as part of this scope of work.
- Chlorine injection will not be a part of this project.
- Adequate power is readily available and located adjacent to the site.

Deliverables:

- Agenda and meeting notes for Meeting.
- Draft and Final PER.
- 30% design level plan sheets.

TASK 5: FINAL DESIGN (FUTURE TASK 2) Consultant

Responsibilities:

- 5.1. Plan Sheets. Prepare general, survey, site civil, structural, architectural, plumbing, HVAC, retaining wall, mechanical, electrical, and instrumentation and control plan sheets (limited to wiring diagrams) for the site, booster station, and yard piping and instrumentation diagrams (P&ID).
 - a. Coordinate location of pumps, piping layout, spacing, electrical equipment, generator, building access, overhead door, HVAC equipment, plumbing drains, and other appurtenances with the Owner. Prepare 50% and 90% review sets.
- 5.2. Specifications. Utilize Owner front end bidding documents that will include standard bidding forms, contract forms, construction forms, and general conditions. Incorporate owner requirements, supplemental conditions, and special provisions and project constraints. Prepare technical specifications. Technical specifications will be prepared to specify the materials, processes, and the products that are used in construction. Provide general and supplementary conditions based on the current version of EJCDC Incorporate Owner requirements. Prepare front end documents and table of contents for the 50% review set, and complete draft technical specifications for the 90% review set.
- 5.3. 50% Design and Review Workshop Meeting. Submit 50% design review drawings and specifications table of contents to the Owner. Participate in a 50% design review workshop meeting.
- 5.4. 90% Design and Review Workshop Meeting. Submit 90% design review drawings and specifications to the Owner. Participate in a 90% design review workshop meeting.
- 5.5. Agency Submittal. IDEQ design checklists will be completed and submitted along with the final plans and specifications to IDEQ for review. Prepare a Building Department review submittal (final permit will be obtained by Owner).
- 5.6. Final Approval. Upon Owner and IDEQ review, Consultant will incorporate appropriate revisions into a final set of stamped drawings and specifications that will be used for bidding.
- 5.7. Opinion of Probable Cost. Prepare an opinion of probable cost for the project at 50% and 90% design.

Owner Responsibilities:

- Review and provide one set of consolidated comments on the 50% and 90% design deliverables.
- Provide legal and risk reviews of the bid documents.
- Provide review comments from Owner's SCADA integrator.
- Pay for any associated permitting fees not assigned to the Contractor.

Assumptions:

- Consultant will be compensated for additional services for Owner-requested out of scope items and for rework triggered by Owner-requested changes to previously agreed upon design criteria and concepts.
- Project will not include irrigation or landscaping of the site.
- The booster station will be CMU block walls and metal roofing. Extensive architectural feature and architectural rendering are not included in the booster station design.
- Contractor will be required to prepare and implement a Storm Water Pollution Prevention Plan (SWPPP), prepare traffic control plans, and secure associated permits.

- Building permit will be obtained by the Owner.
- Additional professional time for correspondence and meetings, due to an Owner initiated change in the project design, preparing additional bidding-related documents (i.e. contract prequalification, equipment prepurchase, and alternative bids), participating in project peer reviews or value engineering, and/or project support above and beyond that described is considered an additional service.
- Since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, the Consultant does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by the Consultant.

Deliverables:

- 50% design submittal, including one PDF submittal (prepared in 22"x34" reviewed in 11"x17") and # 11"x17" paper copies.
- 90% design drawings and specifications, including one PDF submittal (prepared in 22"x34" reviewed in 11"x17") and # 11"x17" paper copies.
- 100% stamped design package, including one PDF submittal (prepared in 22"x34" reviewed in 11"x17") and # 11"x17" paper copies.
- Opinion of probable cost.
- Building permit submittal.

TASK 6: BIDDING SUPPORT (FUTURE TASK 3) Consultant

Responsibilities:

- 6.1. Advertisement. Provide the Owner with a bid advertisement for the Owner to publish in the local newspaper of record. Assist Owner with posting advertisement to on-line plan room.
- 6.2. Pre-Bid. Attend and conduct a pre-bid meeting with Contractors interested in the project. The pre-bid will include a meeting and a site tour to provide a forum for answering Contractor questions.
- 6.3. Addenda. If required, respond to bidder questions and prepare up to three addenda during the bidding process to clarify, correct, or change the issued documents.
- 6.4. Bid Opening. Attend and conduct the bid opening and review Contractor bids with the Owner.
- 6.5. Bid Evaluation. Evaluate the bids received, prepare bid summary, and provide a recommendation for award.

Owner Responsibilities:

- Make arrangements for and pay for the advertisement of the project.
- Attend the pre-bid meeting.
- Attend the bid opening meeting.
- Recommend award of the contract.

Assumptions:

- No prequalifying of contractors will be required.
- One bid package and one bidding process to a single Contractor is assumed. If multiple bid packages or rebidding or addressing bid protests is required, these services will be provided as an additional service.

Deliverables:

- Bid advertisement for the Owner's use.
- Three paper copies and one electronic copy in PDF format of the bidding documents including 11"x17" plans will be delivered to the Owner.
- Bid evaluation letter.

TASK 7: CONSTRUCTION ADMINISTRATION (FUTURE TASK 3)

Consultant Responsibilities:

This task includes the professional services to support the Owner during the construction of the project by one prime Contractor. Consultant's level of effort during construction is often affected by the selected Contractor. The fee estimate, level-of-effort projections, and schedule assumptions represent Consultant's professional judgement. As activities progress, it may become apparent some modifications to this scope are necessary due to changes in the Contractor's schedule and work. Consultant will advise the Owner of such issues and any fee and/or schedule impact prior to implementing revised activities. This task will include the following:

- 7.1. Construction Contract Administration. Consult with Owner and act as Owner's representative.
- 7.2. Contract Documents. Incorporate addenda and prepare construction documents for distribution to Owner and Contractor.
- 7.3. Pre-Construction Meeting. A pre-construction conference will be chaired by the Consultant and attended and conducted by the Owner, the Contractor, major suppliers, and subcontractors. The purpose of this meeting will be to establish lines of communication as well as procedures and timelines for the job. Consultant will prepare meeting agenda and meeting notes to be distributed to attendees.
- 7.4. Construction Meetings. Conduct construction progress meetings every two weeks (during periods of active construction) with Owner and Contractor representatives and distribute meeting agenda and subsequent meeting notes with action items to attendees. Meetings to be held during periods of active construction.
- 7.5. Contractor Schedule. Review Contractor's proposed construction time schedule and critical path sequencing.
- 7.6. Submittals. Review Contractor's submittals for general conformance to the specified materials and methods noted in the design plans and specifications. Reviews will not specify Contractor techniques, sequencing, procedures, means or methods of construction or to safety precautions.
- 7.7. Test Results. Receive and review test results provided by the Contractor and/or Owner. These test results are anticipated to include soil, rebar, concrete, asphalt, and water quality test reports. These tests will be used to assess if results conform with the plans and specifications. The review of the test results will not be considered as an independent evaluation of the procedures used during testing.
- 7.8. Requests for Information (RFIs). Respond to RFIs from Contractor or Owner and provide clarification of Contract Documents.
- 7.9. Pay Requests. Review and recommend to Owner the Contractor pay requests.
- 7.10. Change Orders. Review change order and work directive requests.
- 7.11. Field Orders. Prepare and issue field orders requiring minor changes in the work.
- 7.12. Startup Support. Provide startup assistance. Startup is assumed to be two half days of support from the Consultant during the pump start up and generator start up.

7.13. Punch Lists. Hold a Substantial Completion inspection with Owner Staff for the purpose of issuing a Notice of Substantial Completion to the Contractor. This Substantial Completion inspection will include the development of a "punch-list" for the Owner to use as the Contractor's final work to be completed. A final walkthrough will be held at the site to check that punch list items have been completed.

Owner Responsibilities:

- Review and process timely reviews of Contractor pay requests, change orders and other construction related documents.
- Attend construction meetings.

Assumptions:

- Work will be performed by one General Contractor.
- Material testing services such as soil compaction, concrete, asphalt, steel, pipe pressure, and bacteria will be provided by the Contractor. Contractor shall also be responsible for specialty inspection services as outlined in the contract documents.
- Budget assumes 5 months of construction.
- Contractor and Owner will coordinate SCADA Integration Services with Woodhawk.
- Onsite SCADA support, if required, is an additional service.

Deliverables:

- Two hard copies and one electronic copy in PDF format of the Contract documents and will be delivered to Owner.
- One paper copy and one electronic (PDF) copy of the Contract documents and will be delivered to Contractor.
- Pre-construction meeting agenda and meeting notes.
- Submittal reviews.
- Substantial and final completion checklists.

TASK 8: CONSTRUCTION OBSERVATION SERVICES (FUTURE TASK 3)

Consultant Responsibilities:

6.1 Construction Observation Services. Consultant will provide a Resident Project Representative to observe onsite construction activities. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the Consultant to become familiar with the work in progress and to assess, in general, if the work is proceeding in accordance with the contract documents. Based on these observations, the Consultant shall keep the Owner informed about the progress of the work and shall endeavor to guard the Owner against deficiencies in the work. Construction observation services are intended to be supplemental to the similar observations that will be completed by the Owner on a day-to-day basis. In completing these services, it is recognized that the Contractor is solely responsible for furnishing and performing the work in accordance with the contract documents. The level of involvement during construction can be adjusted as requested by the Owner and will be managed by Consultant to remain within the budgeted amount. Owner will be notified if budgeted amount is being exhausted more quickly than expected.

Owner Responsibilities:

- Provide day-to-day construction observation. Alert Consultant of any concerns observed.

Assumptions:

- The budget assumes the construction schedule will be limited to 6 months with an average of 30 hours per month including travel to and from the site. Consultant will be entitled to additional compensation if the schedule is lengthened.
- It is assumed that the City of Coeur d'Alene will supplement the Construction Observation, particularly during the sitework and underground piping portion of the work.

Deliverables:

- None

TASK 9: PROJECT CLOSEOUT (FUTURE TASK 3) Consultant

Responsibilities:

- 9.1. O&M Manual. Consultant will receive from the Contractor an operation and maintenance manual (O&M) that includes all major equipment. Consultant to provide brief supplement outlining the purpose, design criteria, and control strategy.
- 9.2. Record Drawings. The Record Drawings will be developed using the Contractor maintained set of "Red-line" drawings and will show locations of installed components of the Project as identified by the Contractor. Contractor drawings will be reviewed, noted and incorporated into final record drawings in CAD.

Owner Responsibilities:

- Provide information for O&M manual as requested by Consultant.
- Provide comments on draft O&M manual provided.

Assumptions:

- The Contractor will prepare operation and maintenance manual information and submit it to the Consultant.
- Startup services are assumed to end at the final completion date for construction. Ongoing support services and 11-month warranty service, if requested by the Owner, will be provided separately as an additional service.
- Completion of the warranty walkthrough 11-months after the issuance of Substantial Completion to the Contractor.

Deliverables:

- Two 11"x17" paper copies and one electronic (PDF) copy of construction plans marked "Record Drawings".
- Two hard copies and one electronic copy of the Operations and Maintenance Manual provided to the Owner.

TASK 10: PERMITTING (FUTURE TASK 2)

Consultant Responsibilities:

- 10.1. Conditional Use Permit. Fill out two-page Kootenai County Conditional Use Permit Application and provide site plan drawings. Owner to provide and fill out remaining information, sign, pay for and submit application.
- 10.2. Building Permit. Fill out Kootenai County building permit with assistance from the Owner. Owner to pay for and submit permit.

10.3. Approach/Driveway Permit. Fill out and submit an access permit through Post Falls Highway District. Owner to pay for permit.

10.4. Drywell Permit. Fill out and submit drywell permit through Panhandle Health Department for onsite drywells. Owner to pay for permit.

Owner Responsibilities:

- Owner to assist Consultant with filling out permits and paying for application/permit fees.
- Owner to attend public hearings as required.
- Provide legal and risk review, including purchase documents (if applicable). *Assumptions:*
- Consultant to work with Owner on filling out permits. *Deliverables:*
- Approved permits received from agencies, if any.

TASK 11: MANAGEMENT RESERVE (FUTURE TASK 2)

From time to time the Owner may have additional tasks related to the project or additional tasks may be encountered that are not identified in this scope of work. For these instances, a time and material budget is established in order for Consultant to complete the additional services. A Management Reserve in the amount of \$10,000 is incorporated into this agreement to allow Owner Staff (Water Director) to authorize Additional Services if needed. The scope, schedule and budget for such items will be agreed upon in writing through a task order prior to incorporation into the work.

SCHEDULE

Consultant anticipates the following project schedule. The number of days associated with each of the tasks are approximate and assume timely delivery of requested information. Actual schedule may vary.

Task	Schedule	Comments
Task 1 – Project Management	Ongoing	
Task 2 – Blackwell Zone Study and Technical Memorandum	45 days	Technical Memorandum documenting Blackwell Zone design criteria will be submitted to the Owner within 45 days from receiving Notice to Proceed from Owner.
Task 3 – Geotechnical Investigation	60 days	Anticipated to occur during Task 2
Task 4 – Preliminary Design	45 days	Preliminary Design Plans will be completed and PER submitted to DEQ within 45 days after receiving approval of design criteria established in Task 2.
Task 5 – Final Design	TBD	
Task 6 – Bidding Support	TBD	
Task 7 – Construction Administration	TBD	
Task 8 – Construction Observation Services	TBD	

Task 9 – Project Closeout	TBD	
Task 10 – Permitting	ONGOING	
Task 11 – Management Reserve	TBD	

COMPENSATION

As compensation for services to be performed by Consultant, the Owner will pay Consultant as described in the following table. The total authorized budget amount shall not be exceeded without written authorization from the Owner. For time and materials tasks, compensation will be according to the Consultant’s standard billing rates. Lump sum amounts shall include all costs for direct labor, indirect labor, overhead, reimbursable expenses, equipment, travel, per diem, and fixed fees.

The project is split in phases and below are the phases. Upon completion of Phase 1, the following phases will be refined, and budget developed.

Phase 1 – Preliminary Design, Geotechnical and Project Management		
-	LS	\$15,655
Task 1 – Project Management		
Task 2 – Blackwell Zone Technical Memorandum and Survey	LS	\$18,115
Task 3 – Geotechnical Investigation	LS	\$46,093
Task 4 – Preliminary Design	LS	\$24,230
<i>Phase 1 Total Cost</i>		<i>104,093</i>
Phase 2 – Final Design, Permitting and Management Reserve (FUTURE)		
Task 5 – Final Design	LS	-----
Task 10 – Permitting	LS	-----
Task 11 – Management Reserve	T&M	-----
Task 6 – Bidding Support	LS	-----
Task 7 – Construction Administration	LS	-----
Task 8 – Construction Observation Services	T&M	-----
Task 9 – Project Closeout	LS	-----

LS = Lump Sum T&M = Time and Materials

**GENERAL SERVICES/PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: AUGUST 9, 2021
FROM: CAPTAIN DAVE HAGAR, POLICE DEPARTMENT
SUBJECT: SURPLUS OF POLICE VEHICLES

DECISION POINT: The Police Department requests authorization to surplus one (1) 2001 Chevrolet Impala, and two (2) 2011 Chevrolet Impalas and sell them at auction.

HISTORY: The 2001 Impala was purchased new by the City of Coeur d'Alene (City) in 2001, and was assigned to Patrol. It was later moved to Investigations and eventually Administration. Much of the exterior paint is falling off this vehicle. At 83,000 miles, it does not warrant repainting.

The first 2011 Impala, VIN ending in 0187, was purchased new by the City in 2011. It is still serving as a Patrol car today. It currently shows 97,000 odometer miles. There are multiple oil leaks from this vehicle and the air conditioning is currently not functioning.

The second 2011 Impala, VIN ending in 8680, was also purchased new by the City in 2011. It served as both a Patrol and SRO vehicle. It too is suffering from multiple oil leaks and recently developed an electrical issue that causes it to intermittently stall at stop lights. It currently shows 101,000 miles on the odometer.

FINANCIAL ANALYSIS: There is no financial impact to the City, other than minimal costs of transportation to Post Falls for auction. The auctioneer receives a 20% commission for sales between \$500 and \$749.99, 15% commission for sales from \$750 to \$999.00 and 10% for sales over \$1000. These fees are deducted from the item auction proceeds and a check provided to the owner for the balance. Proceeds from the sale of this vehicle will be returned to the General Fund.

DECISION POINT: Staff recommends the City Council authorize the declaration of one (1) 2001 Chevrolet Impala and two (2) 2011 Chevrolet Impalas assigned to the Police Department as surplus and sold at auction.

VEHICLE SURPLUS LIST:

2001 Chevrolet Impala - 2G1WF55K219295795 – 82,957 miles
2011 Chevrolet Impala - 2G1WD5EMXB1290187 – 97,077 miles
2011 Chevrolet Impala - 2G1WD5EM6B1288680 – 101,415 miles

OTHER BUSINESS

**CITY COUNCIL
STAFF REPORT**

DATE: August 17, 2021

FROM: Chelsea Nesbit, CDBG Specialist

SUBJECT: Approval of a CDBG-CV Grant Agreement with Lake City Center using CDBG-CV funds for the reimbursement of Air Scrubbers purchased and installed at the senior center.

DECISION POINT:

1. Should City Council approve a CDBG-CV Grant Agreement with Lake City Center for the reimbursement of four (4) Air Scrubbers using CDBG-CV funds in response to COVID-19?

Lake City Center Air Scrubbers: \$5,000

The Lake City Center has requested reimbursement for the purchase and placement of four (4) Air Scrubbers (Air Scrubber BY AERUS Model: A1013Q (Ozone-Free 9960052) to aid in removing surface and airborne contaminants including VOCs, odors, dust, pet dander, and other allergens. The system uses their proprietary ActivePure® Technology and has been tested in independent labs and proven effective on bacteria, viruses, mold and fungi on surfaces and in the air.

Each device covers approximately 3,000 square feet. Lake City Center’s facility is 11,500 square feet.

The community served by the Lake City Senior Center (LCSC) is primarily an “at-risk” population. Citizens over the age of 65 and many with underlying health and medical conditions have an increased risk of contracting COVID-19 with grave consequence. Further, that COVID-19 attacks and effects the lung function of its victims. Increased respiratory strain can and does result, often times, in increased exertion of cardiac function. Increases in fatigue of the heart and cardiac muscles can result in sudden cardiac arrest.

The placement of the Air Scrubbers in the HVAC is expected to help mitigate or eliminate bacteria and viruses from the air, including the COVID-19 virus.

CDBG-CV GRANT FUNDING

CDBG-CV HISTORY:

On March 19, 2020, the U.S. Senate introduced the Coronavirus Aid, Relief and Economic Security (CARES) Act Bill to provide emergency assistance and health care response for individuals, families, and businesses affected by the 2020 coronavirus pandemic. The City of Coeur d’Alene was notified on April 2, 2020 that we will be receiving \$199,675 in FY20 CDBG-CV funding, which was accepted by the City Council at its May 5, 2020 meeting. September 11, 2020, the City was notified that an additional \$247,124 would be allocated as part of the third round of CARES Act funds. HUD is

allowing the CDBG-CV funds to be spent for two years to respond to COVID-19.

CDBG-CV funds can only be used to prevent, prepare for, and respond to coronavirus, and shall prioritize the unique needs of low- and moderate-income persons. The City Council directed staff to prioritize housing and food for the use of the CDBG-CV funds. So far, funds have been allocated to St. Vincent de Paul for homeless sheltering and support services and a new entry door, Family Promise to shelter homeless families, Lake City Center for the expanded Meals on Wheels program, Boys & Girls Club of North Idaho for their food pantry, Safe Passage for domestic violence victim support, including sheltering and counseling, United Way of North Idaho for child care scholarships, CDAIDE for their subsistence payment program for hospitality workers, the City's utility assistance program, and CDBG staff administration. With the adjusted school schedules implemented to accommodate social distancing, childcare and academic support are still a high priority need for students.

FINANCIAL ANALYSIS:

The City received \$199,675 in the first allocation of CDBG-CV funds and an additional \$247,124 in CDBG-CV3 funds, bringing the total CV funds allocation to \$446,799. A total of \$59,60 has been set aside for admin expenses, leaving a total of \$387,439 for Community Opportunity Grants. The total dollar amount of approved grants so far is \$317,600.

The Volunteer Ad Hoc Grant Review team is recommending funding for Lake City Center in the amount of \$5,000 for the reimbursement of Air Scrubbers purchased and installed at the senior center.

There is currently \$74,839 in CARES Act funds to spend on COVID-19-related needs that meet the HUD requirements for funding. If this grant is awarded, \$69,839 will remain.

DECISION POINT/RECOMMENDATION:

The Council should approve the CDBG-CV Grant Agreement with Lake City Center using CDBG-CV funds for the reimbursement in the amount of \$5,000 of Air Scrubbers purchased and installed at the Senior Center.

Attachments:

- Air Scrubber Information sheet
- Lake City Center Funding Agreement
- CDBG-CV Funding Requests
- Eligible Projects to receive CV funding

ATTACHMENT 1 – AIR SCRUBBER INFORMATION SHEET

<https://www.airscrubberbyaerus.com/#product-description>

The Air Scrubber by Aerus installs directly into residential or commercial HVAC systems to remove surface and airborne contaminants including VOCs, odors, dust, pet dander, and other allergens. The system uses our proprietary ActivePure® Technology and has been tested in independent labs and proven effective on bacteria, viruses, mold and fungi on surfaces and in the air.

- New & improved PATENTED ActivePure® Cell destroys over 99% of all surface and airborne contaminants faster
- Our proprietary ActivePure® Technology uses light waves and a catalytic process to produce scrubber ions and hydro peroxides that destroy contaminants on surfaces and in the air
- Removes VOCs, odors, dust, pet dander, and other allergens
- Installs directly into existing ductwork
- Prevents dust build up in heating and cooling systems
- Creates a cleaner and safer environment

ATTACHMENT 3 - CDBG-CV FUNDING REQUESTS

CV-1 Funds		\$ 199,675.00
CV-3 Funds		\$ 247,124.00
TOTAL CV Funds		\$ 446,799.00
General Admin- CV1		\$ 9,935.00
General Admin - CV3		\$ 49,424.80
TOTAL Admin		\$ 59,359.80
Community Opportunity Funds Available		\$ 387,439.20
PROJECTS FUNDED		
Lake City Center Meals on Wheels Expanded	\$	3,685.92
Boys and Girls Food Pantry	\$	10,000.00
Family Promise Sheltering	\$	12,600.00
Safe Passage	\$	26,145.00
St. Vincent's Sheltering	\$	5,000.00
St. Vincent's Door Project	\$	10,507.00
United Way Child Care	\$	15,000.00
City Subsistence	\$	10,000.00
CDAIDE Subsistence	\$	50,000.00
Boys & Girls Academic Support	\$	50,000.00
Lake City Center	\$	19,662.00
Love, Inc	\$	20,000.00
Idaho Youth Ranch	\$	28,000.00
United Way Child Care	\$	52,000.00
Lake City Center Air Scrubber	\$	5,000.00
TOTAL FUNDED PROJECTS	\$	317,599.92
REMAINING CV FUNDS	\$	69,839.28

ATTACHMENT 4 – ELIGIBLE PROJECTS TO RECEIVE CDBG-CV FUNDS IN RESPONSE TO COVID-19

- Buildings and Improvements, including public facilities
 - Construct a facility for testing, diagnosis, or treatment
 - Rehabilitate a community facility to establish an infectious disease treatment clinic
 - Acquire and rehabilitate, or construct, a group living facility that may be used to centralize patients undergoing treatment
 - Rehabilitate a commercial building or closed school building to establish an infectious disease treatment clinic
 - Acquire, or quickly rehabilitate (if necessary), a motel or hotel building to expand capacity of hospitals to accommodate isolation of patients during recovery
 - Make interim improvements to private properties to enable an individual patient to remain quarantined on a temporary basis

- Assistance to Businesses, including Special Economic Development Assistance
 - Provide grants or loans to support new businesses or business expansion to create jobs and manufacture medical supplies necessary to respond to infectious disease
 - Avoid job loss caused by business closures related to social distancing by providing short-term working capital assistance to small businesses to enable retention of jobs held by low- and moderate-income persons
 - Provide technical assistance, grants, loans, and other financial assistance to establish, stabilize, and expand microenterprises that provide medical, food delivery, cleaning, and other services to support home health and quarantine

- Public Services
 - Carry out job training to expand the pool of health care workers and technicians that are available to treat disease within a community
 - Provide testing, diagnosis or other services at a fixed or mobile location
 - Increase the capacity and availability of targeted health services for infectious disease response within existing health facilities
 - Provide equipment, supplies, and materials necessary to carry-out a public service
 - Deliver meals on wheels to quarantined individuals or individuals that need to maintain social distancing due to medical vulnerabilities

- Grants or revolving loan funds for small and medium enterprises
- Supporting community non-profits performing essential services
- Workforce development and training services for displaced workers
- Retrofitting community facilities for medical or quarantine uses
- Supporting food and other essential supply deliveries to elderly or other vulnerable populations

- Supporting various interrupted or at-risk core governmental functions (see note below)
- All other CDBG eligible activities that are exacerbated by COVID-19 (e.g., homeless shelters)
- Reimbursement costs to prevent, prepare for, and respond to coronavirus incurred by a State or locality, regardless of the date on which such costs were incurred, when those costs comply with CDBG requirements.

* Funded activities and projects shall prioritize the unique needs of low- and moderate-income persons.

Lake City Center Air Scrubber Reimbursement - CDBG-CV

City Council Meeting – August 17, 2021

Chelsea Nesbit, CDBG Specialist



DECISION POINT

Should City Council approve a CDBG-CV Grant Agreement with Lake City Center for the reimbursement of four (4) Air Scrubbers using CDBG-CV funds in response to COVID -19?



DUCT MOUNTED SYSTEM

- Destroys over 99% of all surface and airborne contaminants
- ActivePure® Technology uses light waves and a catalytic process to produce scrubber ions and hydro peroxides that destroy contaminants on surfaces and in the air
- Removes VOCs, odors, dust, pet dander, and other allergens
- Installs directly into existing ductwork
- Prevents dust build up in heating and cooling systems

PERFORMANCE ANALYSIS

- The total dollar amount of approved CDBG-CV grants so far is \$317,600.
- The Volunteer Ad Hoc Grant Review team recommends funding Lake City Center in the amount of \$5,000 for the reimbursement of Air Scrubbers purchased and installed at the senior center.
- There is currently \$74,839 in CARES Act funds to spend on COVID-19-related needs that meet the HUD requirements for funding, and if this grant is awarded, \$69,839 will remain.

This project falls under the CDBG National Objective **Benefit to low- and moderate- income (LMI) persons and meet the requirements for the CDBG-CV funds to prepare, prevent or respond to the Coronavirus.**

DECISION POINT / RECOMMENDATION

- The Council should approve the CDBG-CV Grant Agreement with Lake City Center using CDBG-CV funds for the reimbursement in the amount of \$5,000 of Air Scrubbers purchased and installed at the Senior Center.

RESOLUTION NO. 21-050

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A CDBG-CV GRANT AGREEMENT WITH LAKE CITY CENTER USING CDBG-CV FUNDS FOR THE REIMBURSEMENT OF THE COST OF AIR SCRUBBERS PURCHASED AND INSTALLED AT THE SENIOR CENTER.

WHEREAS, the CDBG Specialist of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene approve a CDBG-CV grant agreement with Lake City Center using CDBG-CV funds for the reimbursement of the cost of air scrubbers purchased and installed at the senior center, pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City approve a CDBG-CV grant agreement with Lake City Center using CDBG-CV funds for the reimbursement of the cost of air scrubbers purchased and installed at the senior center, in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 17th day of August, 2021.

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 ENGLISH Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.

AGREEMENT FOR CDBG GRANT FUNDS FOR Lake City Center

CDBG PROGRAM YEAR: 2020

CFDA 14.218, Community Development Block Grants/Entitlement Grant

This Agreement is entered into between the CITY OF COEUR D'ALENE, a municipal corporation, whose mailing address is 710 E Mullan Avenue, Coeur d'Alene, Idaho 83814-3958, hereinafter referred to as the "CITY," and LAKE CITY CENTER, an Idaho non-profit corporation, whose mailing address is 1916 Lakewood Drive, Coeur d'Alene, ID 83814, hereinafter referred to as "Subrecipient."

The key contact for the Subrecipient is Marlys Silva, Director. The key contact for the CITY is Chelsea Nesbit, the CITY'S CDBG Grant Administrator.

1. Activities Under This Agreement. The CITY has received from the U.S. Department of Housing and Urban Development ("HUD") a grant from the Community Development Block Grant Program, identified as Grant No. B-20-MW-16-0007 (the "CDBG-CV Grant"). From this CDBG-CV Grant the CITY is awarding \$5,000 (Five Thousand dollars and no cents) to the Subrecipient for Public Facility Improvements. The project is more fully described in Attachment A "Scope of Work."

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives. The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the National Objective to serve low-to-moderate income persons by purchasing and installing four (4) Air Scrubbers to protect the safety and health of clients, staff, and the community.

With this project, Lake City Center will increase the safety, accessibility, and longevity of the senior center which primarily serves the presumed benefit group of elderly clientele of moderate income.

2. Effective Date and Time of Performance. This Agreement shall take effect on the date of execution of this Agreement. The term of this agreement and the provisions herein shall be extended to cover any additional time period required to perform work for close out.

3. Grant Amount and Matching Obligations. It is expressly agreed and understood that the total amount to be paid by the CITY under this Agreement shall not exceed \$5,000 (Five Thousand dollars and no cents), referred to herein as the "grant funds." In the event costs exceed these grant funds, the Subrecipient shall be responsible for any and all additional costs. The Subrecipient will provide the management resources, staff, and office supplies needed for the project.

4. Budget. The Budget, as set forth in Attachment B and attached hereto, shall be adhered to unless otherwise amended in writing, signed by both the Subrecipient and the CITY. LAKE CITY CENTER will immediately repay to the City any amount of the grant funds that the City determines has been expended in a manner inconsistent with the CDBG Budget-Use of Funds.

5. Program Income. The Subrecipient shall report monthly all program income (as defined in 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. Program income is considered the same as grant funds and is thereby subject to this Agreement and all the applicable federal regulations. The Subrecipient is allowed to retain and use program income for the same purposes as covered by this Agreement. Program income shall be expended before any additional grant funds are requested unless authorized differently in the Scope of Work.

6. Payments. Upon approval of the agreement by the City Council and an executed agreement, the CITY will reimburse Lake City Center for the full amount of the air scrubbers as noted on the invoice, not to exceed \$5,000.

7. Insurance. The Subrecipient warrants that it has obtained, and will maintain at its expense for the duration of this Agreement, statutory worker's compensation, employer's liability, and comprehensive general liability insurance coverage for its principals and employees. The comprehensive general liability insurance shall have, at a minimum, a coverage limit of five hundred thousand dollars (\$500,000) for bodily or personal injury, death, or property damage or loss as the result of any one (1) occurrence or accident, regardless of the number of persons injured or the number of claimants.

8. Grant Program Requirements. This Agreement and the project are governed by the provisions of Title I of the Housing and Community Development Act of 1974 as amended, Public Law 93-383, and the implementing regulations at 24 CFR Part 570. The Subrecipient shall not take any action or do anything inconsistent with the purposes and intent of the CDBG program. The Subrecipient shall comply with all state, local, and federal laws and regulations that pertain to the program and the CDBG grant program and funds.

9. Environmental. The Subrecipient shall comply with the conditions of the Environmental Review performed for this project, which are: *Categorical exclusion subject to the Federal laws and authorities cited in §58.5 (CEST).*

10. Real Property Acquisition, Relocation, and Disposal. The Subrecipient agrees to comply with: (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocations Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) who are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable City ordinances, resolutions, and policies concerning the displacement of persons from their residence.

11. Procurement Standards and Methods. The Subrecipient shall use procurement and purchasing standards that are in compliance with state law. Generally, procurement of items or services must follow the Procurement of Personal Property and Services Policy adopted by the CITY. The CITY'S Grant Administrator can provide technical assistance for procurement.

12. Termination of Agreement. The CITY may at any time terminate this Agreement for cause or convenience. If terminated for the convenience of the CITY, the CITY shall pay for any work completed up to the date of the termination. If the CITY terminates this Agreement for cause, the CITY will not make any payments for work completed in violation of this Agreement. If for any reason the Agreement is terminated, the Subrecipient agrees and acknowledges that the CITY shall bear no liability or responsibility of any kind or for any reason to the Subrecipient or the Subrecipient's clients for any of the funds received, to be received, or anticipated to be received pursuant to this Agreement.

13. Financial and Progress Reports. The Subrecipient shall submit an invoice that details costs incurred by line item as described in the project budget, Attachment B. The Subrecipient agrees to submit performance reports in the form, content, and frequency as required by the CITY, and to provide any and all information, including demographic data, which the CITY may need or request in preparing the CITY's interim performance reports to HUD or otherwise. A detailed written final progress report with documentation of the activities carried out, expenditures, and benefits generated shall be submitted to the CITY'S Grant Administrator at the conclusion of the program, Attachments A, C, D, and E.

The Subrecipient shall report all program income generated by activities carried out with CDBG funds made available under this Agreement. The Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand, as provided by 24 CFR 570.504.

All required reports shall be submitted to the CITY'S Grant Administrator at City of Coeur d'Alene, via email at cnesbit@cdaid.org or at Attn: Chelsea Nesbit, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814.

14. Record Keeping. The Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred.

Subrecipient shall keep records sufficient to document purchases that are in accordance with procurement policies and track assets. Any real property acquisition activities shall be documented as required by the Acquisition and Relocation requirements of the grant program. Records of compliance with any environmental requirements shall be maintained. Other records required documenting activities undertaken, eligibility, and that a national objective has been met, shall also be maintained.

15. Client Data and Disclosure. The Subrecipient shall maintain client data demonstrating client eligibility for services, which shall include but not be limited to client name, address, and income level or other basis for determining eligibility. This data will be submitted to the Grant Administrator using the provided demographic report form as part of the final progress report.

Client information collected under this Agreement is private and the use or disclosure of such information is prohibited when not directly related to the CITY's or Subrecipients' responsibilities with respect to services under this Agreement unless written consent is first obtained from the client.

16. Amendments to this Grant Agreement. The Subrecipient understands and agrees that no change shall be made to the nature or purpose of the project and this Agreement, and that no changes shall be made in the budget (Attachment B), the Scope of Work (Attachment A), or the design of the project without the prior written consent of the CITY. Either party may initiate an amendment. From time to time the CITY may at its discretion amend this Agreement to reflect changes in the program requirements, regulations, or law.

17. Subcontracts. The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without written consent of the CITY prior to the execution of such agreement. These subcontracts shall contain all the requirements of this Agreement. In addition, prior to execution of any amendments to subcontracts, written consent by the CITY is required. All contracts and subcontracts must comply with all applicable state and federal laws and regulations.

18. Audit and Monitoring. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the CITY, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, to audit, examine, and make excerpts or transcripts of all relevant data.

The Subrecipient shall provide the CITY with an annual agency audit in accordance with OMB Circular A-133 and the Single Audit Act of 1984. The audit shall be completed by a certified public accountant during the regular annual audit cycle. The Subrecipient shall provide annual audits through the last fiscal year grant funds are expended.

19. Retention. The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the CITY's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. If there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the four-year retention period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

20. Recognition. The CITY and the Subrecipient agree that appropriate information shall be given to recipients of the CDBG Entitlement Program that shall give credit to HUD and the CITY for helping underwrite the program with CDBG funding. The Subrecipient shall include a reference to the support provided herein in all publications made possible with CDBG funds under this Agreement.

21. Severability. The provisions of this Agreement are severable. In the event any provision is determined to be void or unenforceable for any reason, such determination shall not affect the enforceability of the remaining provisions.

22. Hold Harmless. The Subrecipient shall hold harmless, defend, and indemnify the CITY and its representatives from any and all claims, actions, suits, charges, and judgments or losses of any kind, nature, and description, including costs, expenses, and attorney fees, that may be incurred by reason of any act or omission, neglect, or misconduct of the Subrecipient that may arise out of or which is in any way related to this Agreement.

23. Independent Contractor. The contracting parties warrant by their signatures that no employer-employee relationship is established between the Subrecipient and the CITY by the terms of this Agreement. It is understood by the parties hereto that the Subrecipient is an independent contractor and shall at all times remain an independent contractor with all respects to the CITY and shall maintain (as needed or required by 24 CFR 84.31) for itself and its employees, insurance, worker's compensation coverage, and unemployment insurance, and shall prepare and be responsible for FICA and tax filings.

24. Closeout. The Subrecipient's obligation to the CITY shall not end until all closeout requirements are completed. Closeout activities shall include, but are not limited to, making final payments, disposing of program assets, and determining the custodianship of records, completion of required reporting, and determination that the project National Objective has been met.

25. Labor Standards. The Subrecipient agrees to comply with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.), and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.

26. Copyrights. If this Agreement results in any copyrightable materials or inventions, the CITY reserves the right to a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the work or materials for governmental purposes.

27. Religious and Lobbying Activities. The Subrecipient certifies that no federal funds have been paid or will be paid to any person for the purpose of influencing any official, employee of any agency, or Member of Congress in the connection with the awarding of any federal contract or agreement. If other funds have been or will be so used, the Subrecipient certifies it has followed the proper procedures and submitted the Disclosure Form to Report Lobbying.

The Subrecipient certifies that no funds provided by this Agreement shall be used for political activities, lobbying, political patronage, or nepotism.

The Subrecipient further agrees that funds provided under this Agreement will not be used for religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytizing.

28. Section 3. The Subrecipient shall comply with the provisions of Section 3 of the HUD Act of 1968, as amended, and strive to select services or contractors that reside or have their business locations in the City of Coeur d'Alene. This will meet the Section 3 requirements that, to the greatest extent feasible, opportunities for training and employment be given to low and very low income residents of the project area and that contracts for work in connection with this project be awarded to

business concerns that provide economic opportunities for low and very low income persons residing in the area in which the project is located.

29. Anti-Discrimination. The Subrecipient shall not discriminate in the provision of its services, hiring practices, or procurement on any of the following bases: Race, Color, National Origin, Family Status, Sex, Handicap Condition, or Religion. The Subrecipient agrees to comply with Idaho Code and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104 (b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973 and the American with Disabilities Act of 1990, The Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d’Alene have executed this Agreement on behalf of the CITY, the City Clerk has affixed the seal of the City hereto, and the Subrecipient has caused the same to be signed and its seal to be affixed hereto, and the undersigned have caused this Agreement to be executed this ____ day of _____ 2021.

CITY of Coeur d’Alene

Lake City Senior Center

Dated: _____

Dated: _____

By: _____
Steve Widmyer, Mayor
City of Coeur d’Alene, Idaho

By: _____
Marlys Silva, Director
Lake City Center

ATTEST:

By: _____
Renata McLeod
Its: City Clerk

Attachment A

Grant Agreement between CITY of Coeur d'Alene and Lake City Center

Scope of Services

Under the HUD PY2020 allocation of the Community Development Block Grant, Lake City Center will protect the safety and health of clients, staff, and the community by purchasing and installing four (4) Air Scrubbers.

With this project, Lake City Center will increase the safety, accessibility, and longevity of the senior center which primarily serves the presumed benefit group of elderly clientele of moderate income.

Summary of the Project Activities

- The air scrubbers have been purchased and installed by Bill's Heating and Cooling

The project will benefit the approximately 750 individuals who use, volunteer and work at the facilities at Lake City Center on a monthly basis; at least 51% are presumed to be low-to-moderate income Coeur d'Alene residents due to the nature of the building's location and Lake City Center's in-demand programs running at high capacity in their support of seniors in need. The National Objective for this project is benefit to low-to-moderate income persons, LMC.

Schedule

Upon execution of the Agreement between Lake City Center and the City of Coeur d'Alene, the City shall reimburse the cost of the Air Scrubbers in the amount of \$5,000.

Attachment B

Project Budget

Grant Agreement between CITY of Coeur d'Alene and Lake City Center

Budget Item	CDBG Funds	Other Funding	Total Project Costs
Air Scrubbers purchase and Installation	\$5,000		\$5,000
Total	\$5,000		\$5,000

Attachment C

Lake City Center Reporting Requirements

The Subrecipient shall provide:

- 1) A completed report with final drawdown (Attachment D) and a completed beneficiary and demographic report with each drawdown (Attachment E).
- 2) Verification of comprehensive general liability insurance which, at a minimum, shall have a coverage limit of five hundred thousand dollars (\$500,000) for bodily or personal injury, death, or property damage or loss as the result of any one (1) occurrence or accident, regardless of the number of persons injured or the number of claimants. Please attach policy or provide a Declarations sheet verifying insurance.
- 3) Detailed, itemized invoice(s) to the CITY'S CDBG Grant Administrator for review. The invoice(s) shall be dated, shall state the Project, name and address to which payment shall be made, and any additional information required by the grant-funding agency.

Attachment D

Lake City Center Final Report

During the CITY'S CDBG funded timeline of Lake City Center's Public Facility Rehabilitation:

- 1) A) Number of total seniors and number of total Coeur d'Alene seniors benefiting in the CDBG supported period:

B) Number of total seniors and number of total Coeur d'Alene seniors benefitting with increased access to the facility post CDBG funded project:

C) Number of total seniors and number of total Coeur d'Alene seniors with new access to facility post CDBG funded project:
- 2) Brief rationale of why >51% of Lake City Center's senior population is considered to be of low-to-moderate income (LMI):
- 3) Brief rationale of why >51% of Lake City Center's senior population is considered to be of Coeur d'Alene residency:
- 4) Lake City Center Official Reporting:
 - A) Duns #: _____
 - B) EIN #: _____
 - C) Is this a woman owned business (Y/N): _____
 - D) Is this a minority owned business (Y/N): _____

Attachment E
Demographic & LMI Income Reporting Requirements

Please report for elderly clientele served in CDBG funded project:

Race	#Total
White	
Hispanic/Latino	
Black/African American	
Asian	
Indian American/Alaskan Native	
American Indian/Alaskan Native & White	
Native Hawaiian/ Other Pacific Islander	
Asian & White	
Black/African American & White	
American Indian/Alaskan Native & Black/African American	
Other Multi-racial	
Total Persons	
Income (Based on HUD'S 2021 Income limits)	# Total
Very Low (30%)	
Low (50%)	
Moderate (80%)	

CITY COUNCIL MEETING STAFF REPORT

DATE: AUGUST 17, 2021

FROM: TROY TYMESEN, CITY ADMINISTRATOR/ARTS COMMISSION
LIAISON

SUBJECT: APPROVAL OF SELECTED ART PIECES FOR THE 2021
ARTCURRENTS PROGRAM

DECISION POINT: Staff is requesting approval to enter into art display agreements for a period of one-year, with the option to extend for an additional year, for ten (10) new art pieces for the 2021 ArtCurrents program.

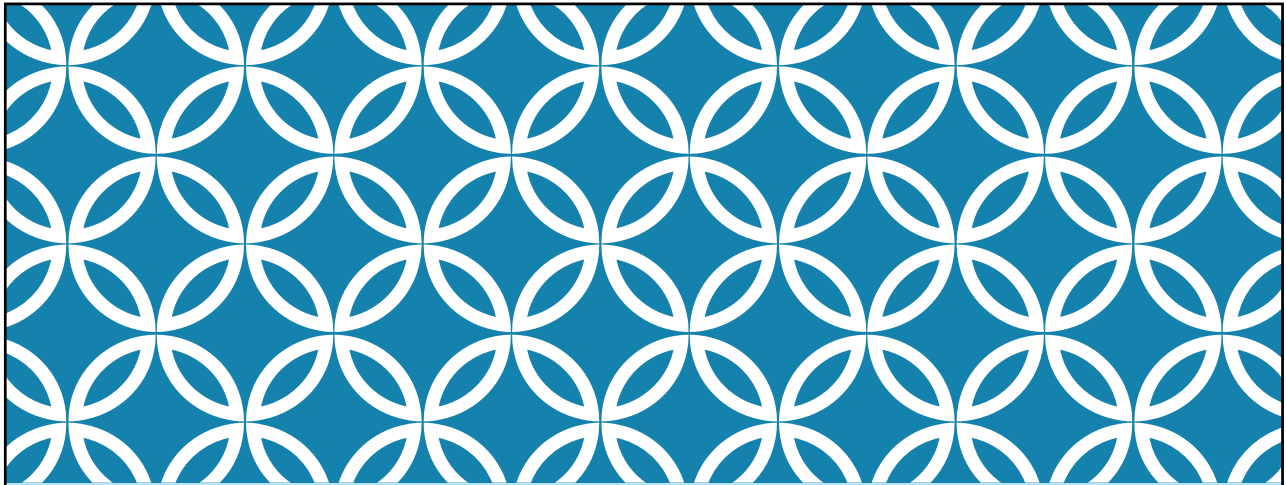
HISTORY: The City of Coeur d’Alene Public Art Program Policy, adopted by the City Council pursuant to Resolution No. 00-101, on November 2, 1999, amended by Resolution No. 08-017, on April 1, 2008, and amended by Resolution No. 17-027, on May 2, 2017, designates the Coeur d’Alene Arts Commission (Commission) as the standing committee charged by the City Council to oversee the Public Art program. Oversight responsibilities of the Commission include selection of art for the ArtCurrents program which are on display for public viewing around the City.

The Commission established an ArtsCurrents subcommittee. A “Call to Artists” was published through CaFÉ, and was open to local artists residing in the states of Idaho, Montana, Washington, or Oregon. The criteria required that the submitted art pieces be a minimum of 36” high, and that the artist provide a photo of the front and back of the art piece, and include a brief explanation of, and inspiration for, the piece. The call closed on July 9, 2021, and a total of fourteen (14) art pieces from eight (8) artists were submitted. The ArtsCurrents subcommittee met and selected ten (10) pieces.

The newly selected ArtCurrents pieces will be displayed for a two-year period beginning in October 2021, and concluding in September 2023. The artist will receive \$1,000 per art piece for each year the art is on display.

FINANCIAL: Funding for the ArtCurrents program comes from ignite cda. The total budgeted amount for the ArtCurrents program is \$20,000 over a two-year fiscal year budget (\$10,000 for each fiscal year).

DECISION POINT/RECOMMENDATION: Council should approve the selection of the ten (10) new art pieces for the ArtCurrents program as recommended by the ArtsCurrents subcommittee and authorize staff to execute the art display agreements.



ARTCURRENTS 2021



"Collared"
Artist: MacRae Wylde
12' x 8' x 6'
Steel
Price: \$8,500

"'Collared' is a painted steel piece made from repurposed building beams. In two parts the horizontal collar floats around the central post. Attached by chain the collar is able to move slightly in the wind. This piece will be completely refinished and ready for the outdoor elements in Coeur d'Alene."



“Timeline Theory”
Artist: Ken Turner
112” x 24” x 24”
Stainless Steel
Price: \$7,000



“ ‘Timeline Theory’ - Reflections began with a conversation with an old friend about how our lives might be different if past decisions had been different. Perhaps our decisions create a path that can be traced. Perhaps those paths change with every decision. I turned those ideas into a plant-like sculpture. Paths, or timelines weave in and out. Some paths end up as dead ends, others join back into the main road. Perhaps the paths we didn't take continue without us.

There is always implied motion. Life goes on. The stainless steel reflects the other paths as the decisions we make reflect on other decisions. The texture represents the texture of life. Sometimes it's smooth and shiny and sometimes a bumpy road. The stainless also reflects parts of the environment including the red shirt the viewer is wearing. Just as our lives reflect the world around us.”

3

“Migration”
Artist: Rodger Squirrell
120” x 22” x 22”
Steel, Stainless, and
Bronze
Price: \$16,000



“ ‘Migration’ is a ten foot (10') tall bronze, steel, and stainless steel column of salmon representing the annual migration of the Northwest's signature fish species. Movement of the fish is demonstrated through angles and wedges similar to fins or tails of fish.”

4



"Squared Away"
Artist: Rodger Squirrell
120" x 40" x 12"
Stainless Steel
Price: \$18,700



"This is the second sailing themed sculpture I have made using 100% stainless steel. The term 'squared away' used to have more nautical significance and now denotes anything that is in good shape. This jaunty sailboat is ready to head out on the lake, with sails full of wind. It is about 11 feet tall and just over 3 feet wide to slip into almost any space."

5



"Polyhelix"
Artist: Rodger Squirrell
112" x 36" x 16"
Mild Steel & Stainless Steel
Price: \$16,800

"This totemic sculpture employs 3 of my favorite elements; color contrast between mild steel and stainless steel; sine waves representing pure sound, and polyhedrons which have been a favored shape in many of my sculptures."

6

“Voyager”
Artist: Rodger Squirrell
68” x 14” x 14”
Stainless Steel & Aluminum
Price: \$11,980

“ ‘The Voyager’ looks out toward the horizon or the future. The ‘waves’ that make up the body represent the river and the sound of the waves carried by sine waves over the treetops. This is an optimistic sculpture, an adventurer with a scale that is relatable to adults and children.”



7



“Gaia”
Artist: Dale Young
94” x 28” x 28”
Columnar Basalt
Price: \$40,000



“Carved stone sculpture is a classic artform that has been around for thousands of years. This piece is made with columnar basalt from eastern Washington. The sculpture is the largest I have ever made. It is called ‘Gaia’ or ‘Mother Earth’. Everyone who has seen it has used the same word to describe it – ‘beautiful’. Coeur d’Alene is also beautiful! A unique town on a gorgeous lake with access to trails paths and beaches. All due to our amazing natural environment. Mother Earth at her finest. Gaia’s pregnant belly shows the oceans and continents.”

8



"Interconnected"
Artist: MacRae Wylde
101" x 96" x 99"
Steel
Price: \$12,500

" 'Interconnected' is a piece made from the chain of a track hoe. It is two separate shapes, a circle and a triangle, that support each other. Neither could stand alone. Together they are more than just two shapes. It is a simple shape/idea that could be applied to society in general. This piece has a material wow factor. Most people can relate to a chain, and the question is frequently how big a bicycle did that come from?"

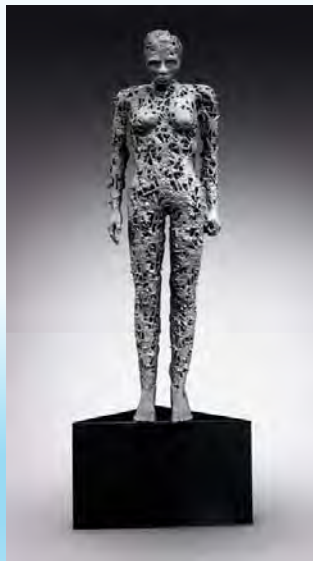
9

"Inside Out 9"
Artist: MacRae Wylde
63" x 39" x 43"
Aluminum & Steel
Price: \$6,500

" 'Inside Out 9' is one of a series of pieces that explored how the structure describes the finish shape and character of the piece. The interior form is supported by an exterior structure. The frame and construction details are left exposed."



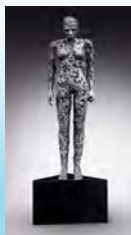
10



“Unrestrained Force”
Artist: Breezy Andersen
90” x 36” x 36”
Mild Steel
Price: \$14,000

“Public art matters to me, it adds meaning to our cities and directly influences how people see and connect. My goal is to create artwork that encourages people to question, interact and establish a unique and culturally active space. I sculpt stories for others to explore, contemplate and decide for themselves the meaning for what they see. Quality and longevity are very important to me. I strive to construct works that will stand the test of time. ‘Unrestrained Force’ has been powder coated and the base includes 3 anchor tabs welded on for installation.

Inspired by the courage it takes to stand up for what you believe in. Even if it means standing alone.”



Questions?



RESOLUTION NO. 21-051

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING ART DISPLAY AGREEMENTS, EACH FOR A TERM OF ONE-YEAR WITH THE OPTION TO EXTEND FOR AN ADDITIONAL ONE-YEAR TERM, FOR NEW ART PIECES PURSUANT TO THE 2021 ARTCURRENTS PROGRAM.

WHEREAS, the City Administrator for the City of Coeur d'Alene and the Coeur d'Alene Arts Commission have recommended that the City of Coeur d'Alene enter into Art Display Agreements, pursuant to terms and conditions set forth in the agreement, a copy of which is attached hereto as Exhibit "A" and by reference made a part hereof; and

WHEREAS, the Arts Commission has recommended the following works of art:

2021 ARTCURRENTS SELECTED ART PIECES

1. "Collared" by Artist MacRae Wylde
2. "Timeline Theory" by Artist Ken Turner
3. "Migration" by Artist Rodger Squirrell
4. "Squared Away" by Artist Rodger Squirrell
5. "Polyhelix" by Artist Rodger Squirrell
6. "Voyager" by Artist Rodger Squirrell
7. "Gaia" by Artist Dale Young
8. "Interconnected" by Artist MacRae Wylde
9. "Inside Out" by Artist MacRae Wylde
10. "Unrestrained Force" by Artist Breezy Anderson

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.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into Art Display Agreements with the above-named artists for the above-named art works, in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement 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 agreements on behalf of the City.

DATED this 17th day of August, 2021.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MCEVERS	Voted
COUNCIL MEMBER MILLER	Voted
COUNCIL MEMBER GOOKIN	Voted
COUNCIL MEMBER EVANS	Voted
COUNCIL MEMBER ENGLISH	Voted
COUNCIL MEMBER WOOD	Voted

_____ was absent. Motion _____.

ART DISPLAY AGREEMENT

This Art Display Agreement (hereinafter referred to as the "Agreement") is made and entered into this _____ day of _____, 20____, by and between the City of Coeur d'Alene, a municipal corporation created and existing under the laws of the state of Idaho (hereinafter referred to as the "City"), and _____, (hereinafter referred to as the "Artist").

WHEREAS, the City has established a program to promote, sustain, and cultivate public art through the display of art pieces in public spaces in Coeur d'Alene, Idaho; and

WHEREAS, in exchange for a stipend, as set forth herein, the Artist shall lend his/her Artwork (depicted and described in Exhibit "A," attached hereto) for display at the site designated by the City (hereinafter referred to as the "Site"), for the period of time set out herein; and

WHEREAS, the Artist is qualified and able to perform the services as described in this Agreement; and

WHEREAS, the City has investigated and determined that it would be beneficial and in the best interests of the City and its citizens to allow the Artist to place the Artwork at the Site to promote visual arts in the City.

NOW, THEREFORE, in consideration of the promises and the agreements contained herein, the Parties hereby agree as follows:

1. Artwork. The Artist agrees to lend his/her Artwork for display at the Site. No modification or addition to the Artwork shall be allowed unless agreed to in writing by the City. The Artist acknowledges and agrees that all Artwork submitted for display is subject to the final approval of the City Administrator or designee.

2. Consideration. The City agrees to pay, and the Artist agrees to accept, the sum of One Thousand Dollars (\$1000.00) as full consideration for the right of the City to display the Artwork under this Agreement, hereinafter referred to as the "stipend fee."

If the Artwork is purchased during, or as a direct result of, its display at the Site, the Artist shall pay the City a twenty-five percent (25%) commission, which commission shall inure to the benefit of the Coeur d'Alene Arts Commission.

3. Display Site. The Artwork will be located at _____. The City reserves the right to move the Artwork at any time during the term of this Agreement when such move is deemed to be in the best interests of the City and the program.

4. Loan Period. The Artist hereby agrees that the Artwork may be displayed for the time period of October 1, 2021 through September 30, 2022 (with the option to extend).

5. Delivery, Installation, and Removal. The Artist shall, at his/her sole cost and expense, be responsible for the delivery and removal of the Artwork to and from the Site.

The Artist shall be solely responsible for any damage to the Artwork during transportation to and from the City. If the artist will not be present for installation, the Artwork shall be delivered to 3800 N. Ramsey Road, Coeur d'Alene, Idaho, prior to the first day of installation or as otherwise specified by the City. Artists that will directly transport the Artwork and be present for installation shall bring the Artwork to the installation location or as otherwise specified by the City.

The Artist shall remove the Artwork from the Site no later than ten (10) days after the City provides notice that the Artwork is ready for removal. Notice shall be deemed given on the date it is deposited, postage prepaid, in the United States Mail or on the date of personal service. If the Artist fails to remove the Artwork within ten (10) days after notice, the City shall have the right to dispose of the Artwork and any other items related thereto in any manner deemed appropriate in the sole discretion of the City. The Artist shall be responsible for any and all costs and expenses associated with the City's disposal of the Artwork and the related materials, equipment, and any other items associated or used in conjunction with the Site.

If the Artist elects to remove the Artwork prior to the expiration of this Agreement, the Artist shall be responsible for all costs associated with uninstalling the Artwork and shall reimburse the City for the entire stipend fee.

6. Installation. The City shall securely and effectively install all the Artwork. The Artist shall, upon request, assist the City in the installation of the Artwork. In advance of the installation, the Artist shall provide to the City a written description of the manner of preferred installation, including a statement of details addressing any preparatory work which must be performed to prepare the Site. However, the City shall make the final determination of how, when, and where the Artwork shall be installed and displayed.

The Artist shall securely attach the Artwork to a metal base if the City determines that it is to be bolted or welded to an appropriate pedestal or concrete base upon installation.

7. Maintenance of Artwork. The maintenance of the Artwork shall be the sole responsibility of the Artist. Any and all costs associated with or related to the maintenance of the Artwork shall be the sole responsibility of the Artist. If the City determines that maintenance is necessary or advisable, the City shall notify the Artist who will perform the maintenance requested. In the event of an emergency, the City may, in its sole discretion, undertake reasonable actions to make repairs to the Artwork or to preserve it for repair by the Artist. By displaying the Artwork at the Site, the Artist represents and agrees that the Artwork is appropriate for the Site conditions.

8. No Security; Assumption of Liability. The Artist acknowledges and agrees that the City will not provide any security for the Artwork. The Artist hereby assumes liability for, and agrees that the City shall not, for any reason, be liable for the loss of, the theft of, or damage to the Artwork, or any related materials, equipment, or any other items associated or used in conjunction with the Artwork.

9. Insurance. The City shall provide limited insurance for damage to or destruction of the Artwork, up to ten thousand dollars (\$10,000) per piece. All damages in excess of ten thousand dollars (\$10,000) are the sole responsibility of the Artist.

10. Photographic Rights. The Artist hereby grants permission to the City to photograph or videotape, or to authorize others to photograph or videotape, the Artwork for any non-commercial use.

11. Relationship between the Artist and the City. The Parties agree that the City is not, under any circumstance, acting as the Artist's agent, dealer, or exclusive seller. The Artist shall not be considered an employee of the City for any purpose.

12. Representations and Warranties Regarding Copyright. The Artist hereby warrants and represents that the Artwork is an original creation of the Artist and will not infringe the copyright, trademark, or other intangible or intellectual rights of any third party.

13. Termination/Waiver of Damages. The City may terminate this Agreement at any time, and for any reason or no reason at all. Should the City terminate this Agreement, the Artist hereby releases the City, and its officers, agents, representatives, and employees from any claims, causes of action, or damages whatsoever arising from the termination. Nothing herein shall be construed to guaranty the Artist that his/her Artwork will be displayed for the entire term of this Agreement.

14. Governing Jurisdiction; Venue. This Agreement is governed by the laws of the State of Idaho. In any action brought involving this Agreement, venue shall be in the First Judicial District of the State of Idaho, in and for the County of Kootenai

15. Miscellaneous Provisions.

a. **Assignment.** This Agreement is not assignable without the prior written consent of the City.

b. **Notices.** Any notice required or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, or by delivering the same in person to such party via a hand-delivery service. For purposes of notice, the addresses of the parties shall be as follows:

If to Artist: _____

If to the City: City of Coeur d'Alene
Attn: City Clerk
710 E. Mullan Ave.
Coeur d'Alene, ID 83814

c. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the mutual written agreement of the parties hereto.

d. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the latest day as reflected by the signatures below.

CITY OF COEUR D'ALENE

ARTIST:

By _____

By _____

(Print Name) _____

(Print Name) _____

EXHIBIT "A"

(Photo)

Name of Art Piece

**CITY COUNCIL
STAFF REPORT**

DATE: AUGUST 17, 2021

FROM: VONNIE JENSEN, COMPTROLLER

SUBJECT: AMENDMENT TO THE 2020-2021 FISCAL YEAR
APPROPRIATIONS (BUDGET)

DECISION POINT:

To approve Resolution No. 21-052 to amend the Fiscal Year 2020-21 Budget by a total of \$4,522,681.

HISTORY:

The City Council annually amends the original appropriations ordinance for unanticipated expenditures.

FINANCIAL ANALYSIS:

Idaho code allows the City Council at any time during the current fiscal year to amend the appropriations ordinance to reflect the receipt of revenues and/or the expenditure of funds that were unanticipated when the ordinance was adopted. The City each year adopts an amendment or amendments to the appropriation's ordinance.

PERFORMANCE ANALYSIS:

The budget amendment shows increases in expenditures due to carryovers of projects, state and federal grants received, funding received in FY 2019-20 from the CARES Act that was designated for FY 2020-21 expenses, impact fee usages for police and fire expenditures and miscellaneous additional items. Additional revenues of \$839,320 have been received in the General Fund to cover the increased expenses for the fiscal year, \$1,632,561 is coming from designated fund balance.

DECISION POINT:

To approve Resolution No. 21-052 to amend the Fiscal Year 2020-21 Budget by a total of \$4,522,681.

CITY OF COEUR D'ALENE
FISCAL YEAR 2020-21 BUDGET AMENDMENT

General Fund Revenue Projections

	FY 20-21 BUDGETED	FY 20-21 PROJECTED	Projected Increase
<u>TAXES</u>			
CURRENT YEAR	16,159,748	16,159,748	0
PRIOR YEARS	250,000	250,000	0
	<u>16,409,748</u>	<u>16,409,748</u>	<u>0</u>
<u>FEES & LICENSES</u>			
CABLE TV	438,000	438,000	0
NATURAL GAS	728,000	728,000	0
ELECTRICITY	2,372,000	2,372,000	0
BUSINESS LICENSES	116,000	116,000	0
SHORT TERM RENTALS	28,000	28,000	0
BUILDING INSPECTION	1,365,000	1,440,000	75,000
MECHANICAL INSPECTION	100,000	100,000	0
STORMWATER REVIEW	20,000	20,000	0
PLUMBING INSPECTION	205,000	205,000	0
ENCROACHMENT PERMITS	30,000	30,000	0
ELECTRICAL PERMITS	65,000	65,000	0
BUSINESS PERMITS	19,000	19,000	0
BURN PERMITS			0
SIGN PERMITS	19,000	19,000	0
ANNEX/ZONING FEES	35,000	35,000	0
VIN INSPECTIONS	1,000	1,000	0
FIRE DEPT PERMITS	60,000	60,000	0
TOTAL FEES AND LICENSES	<u>5,601,000</u>	<u>5,676,000</u>	<u>75,000</u>
<u>INTERGOVERNMENTAL</u>			
LIQUOR	1,227,000	1,227,000	0
HIGHWAY USER	1,999,182	1,999,182	0
REVENUE SHARE	4,142,463	4,632,150	489,687
HIGHWAY DIST	630,000	630,000	0
KOOTENAI CNTY EMSS	1,757,534	1,757,534	0
FEDERAL GRANT	6,000	140,133	134,133
STATE GRANT	5,829,054	150,275	(5,678,779)
SCHOOL RESOURCE OFFICER	591,904	591,904	0
COST OF PROSECUTION (THRU CNTY)	3,000	3,000	0
OTHER INCOME (THRU CNTY)	38,000	38,000	0
TOTAL INTERGOVERNMENTAL	<u>16,224,137</u>	<u>11,169,178</u>	<u>(5,054,959)</u>
<u>SERVICES</u>			
POLICE	20,000	20,000	0
FIRE	56,349	6,349	(50,000)
BILLING SERVICES	11,000	11,000	0
PARKING PERMITS	2,000	2,000	0
RECREATION	240,000	240,000	0
PRINTING AND PHOTOCOPYING	1,100	1,100	0
MAP/CODE BOOKS	100	100	0
TOTAL SERVICES	<u>330,549</u>	<u>280,549</u>	<u>(50,000)</u>

CITY OF COEUR D'ALENE
FISCAL YEAR 2020-21 BUDGET AMENDMENT

	FY 20-21 BUDGETED	FY 20-21 PROJECTED	Projected Increase
<u>FINES/FORFEITS</u>			
DISTRICT COURT	225,000	225,000	0
PEN/ INTEREST ON PROP TAXES	70,000	70,000	0
RESTITUTION	2,000	2,000	0
DRUG TASK FORCE			0
LATE FEE ON UTILITY BILLS	30,000	30,000	0
ORDINANCE VIOLATIONS	12,000	12,000	0
NSF CHECK FEES	1,200	1,200	0
TOTAL FINES AND FORFEITS	<u>340,200</u>	<u>340,200</u>	<u>0</u>
<u>INTEREST EARNINGS</u>			
INTEREST EARNINGS	<u>100,000</u>	<u>100,000</u>	<u>0</u>
<u>MISCELLANEOUS</u>			
SURPLUS SALE	15,000	59,000	44,000
POLICE - UNCLAIMED PROPERTY	1,000	1,000	0
RENTS & ROYALTIES			0
CDA TV DONATIONS	5,000	5,000	0
OTHER	40,000	40,000	0
TOTAL MISCELLANEOUS	<u>61,000</u>	<u>105,000</u>	<u>44,000</u>
<u>TRANSFERS</u>			
INTERFUND TRANSFER	1,976,493	1,976,493	0
TRANSFERS IN	962,193	1,108,693	146,500
			0
TOTAL TRANSFERS	<u>2,938,686</u>	<u>3,085,186</u>	<u>146,500</u>
DESIGNATED FUND BALANCE		7,311,340	7,311,340
FUND BALANCE	1,240,106	1,240,106	0
TOTAL FUND BALANCE	<u>1,240,106</u>	<u>8,551,446</u>	<u>7,311,340</u>
TOTALS	<u><u>43,245,426</u></u>	<u><u>29,557,559</u></u>	<u><u>2,471,881</u></u>

CITY OF COEUR D'ALENE
FISCAL YEAR 2020-21 BUDGET AMENDMENT

SUMMARY	FY 20-21 BUDGETED	FY 20-21 PROJECTED	Projected Increase
Property Taxes	\$ 16,409,748	\$ 16,409,748	0
Fees and Licenses	5,601,000	5,676,000	75,000
Intergovernmental	16,224,137	11,169,178	(5,054,959)
Services	330,549	280,549	(50,000)
Fines and Forfeits	340,200	340,200	0
Interest	100,000	100,000	0
Miscellaneous	61,000	105,000	44,000
Interfund Transfer	2,938,686	3,085,186	146,500
Beginning Balance	1,240,106	8,551,446	7,311,340
TOTAL GENERAL FUND	\$ 43,245,426	\$ 45,717,307	\$ 2,471,881

General Fund - Added Expenses

	Cost
Finance - COVID expenses (credit card fees) paid through CARES grant	29,365
Municipal Services - COVID IT expenses paid through CARES grant	183,000
Planning - Historical Preservation Grant through the State	16,000
Planning - Envision CdA - MIG Contract - carryover	19,095
Building Maintenance - COVID Supplies paid through CARES grant	2,500
Police Dept - Overtime Grants through the State	5,275
Police Dept - LEL Grant	5,000
Police Dept - Bulletproof Vest Grant	5,635
Police Dept - COVID-19 expenses paid through CARES Grant	15,000
Police Dept - DUI Step Grant	120,000
Police Dept - DOJ COVID-19 Formula Allocation	15,132
Police Dept - 2020-DJ-BX-0601 Byrne Grant	44,333
Police Dept - 2019-DJ-BX-0850 Byrne Grant	15,317
Police Dept - K-9 Vehicle equipment - donation from First Christian Church 12/15/2015	50,000
Police Dept - Records and Front Desk Remodel - from impact fees	47,000
Police Dept - Police Facility Master Plan - from impact fees	6,500
Police Dept - Carryover for patrol vehicles miscellaneous equipment	35,755
Police Dept - tuition reimbursement per contract	9,901
Fire Dept - COVID Supplies	41,000
Fire Dept - Constant Manning	280,000
Fire Dept - Equip for 1 Lakeside - reimbursed through building permit	5,000
Fire Dept - Flooring replacement	6,633
Fire Dept - Mobile Vaccinations - grant funded	13,000
Fire Dept - Boathouse - impact fees	93,000
General Government - COVID Small Business Relief paid through CARES Grant	123,222
General Govt - ignites share of Governor's Public Safety Initiative - paid through CARES Grant	952,406
General Government - East Sherman Property building demolition	70,000
Streets - Dump Truck - proceeds from sale of 2002 Grader & 2008 Freightliner	50,500
Streets / Engineering - Overlay Carryover from FY 19-20	174,312
	\$ 2,433,881

CITY OF COEUR D'ALENE
FISCAL YEAR 2020-21 BUDGET AMENDMENT

Other Funds - Added Expenses

Cost

Library - State Grants	15,300
Impact Fees - transfer for police substation & front desk remodel	53,500
Impact Fees - transfer for Fire Boathouse	93,000
Wastewater - Debt Service for 2020 Sewer Revenue Bonds	930,000
Wastewater - Operating Supplies	150,000
Sanitation Fund - Garbage Collection	430,000
Parking Garage Expenses	27,000
Parks Capital Improvements Fund - Memorial Park Restrooms - carryover	320,000
Parks Capital Improvements Fund - Memorial Park Grandstands - carryover	61,500
Parks Capital Improvements Fund - Trail Realignment - Hubbard/River - carryover	8,500
	<u>\$ 2,088,800</u>

A stack of gold coins is shown against a blue background. The coins are stacked high, with some blurred in the foreground and background, creating a sense of depth. The lighting is bright, highlighting the metallic texture of the coins.

2020-2021 Budget Amendment

General Fund Additional Expenses	
Police, Fire and Planning Department Grants	\$239,692
Carryovers from FY 2019-20	\$289,063
Demolition of East Sherman Property	\$70,000
Fire Dept – Constant Manning	\$280,000
Police Dept – Front Desk Remodel – from impact fees	\$47,000
CARES Act – COVID Expenses from Designated Fund Balance	\$1,346,493
Fire Dept – Boat House from impact fees	\$93,000
Streets – Dump Truck – proceeds from sale of 2002 Grader & 2008 Freightliner	\$50,500
Miscellaneous Other	\$18,133

Police, Fire and Planning Department Grants	\$239,692
Carryovers from FY 2019-20	\$289,063
Demolition of East Sherman Property	\$70,000
Fire Dept – Constant Manning	\$280,000
Police Dept – Front Desk Remodel – from impact fees	\$47,000
CARES Act – COVID Expenses from Designated Fund Balance	\$1,346,493
Fire Dept – Boat House from impact fees	\$93,000
Streets – Dump Truck – proceeds from sale of 2002 Grader & 2008 Freightliner	\$50,500
Miscellaneous Other	\$18,133



Other Funds - Additional Expenses	
Library Grants	\$15,300
Impact Fee Transfers	\$146,500
Sanitation Fund – Garbage Collection	\$430,000
Wastewater Fund – Debt Service 2020 Revenue Bonds	\$930,000
Wastewater Fund – Operating Supplies	\$150,000
Parking Fund Garage Expenses	\$27,000
Parks Capital – Memorial Park Restrooms – Carryover	\$320,000
Parks Capital – Trail Realignment - Carryover	\$8,500
Parks Capital – Memorial Park Grandstand - Carryover	\$61,500



Questions?

RESOLUTION NO. 21-052

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING A NOTICE OF TIME AND PLACE OF PUBLIC HEARING OF THE PROPOSED AMENDED BUDGET FOR FISCAL YEAR 2020-2021, AND INCLUDING PROPOSED EXPENDITURES BY FUND AND/OR DEPARTMENT, AND STATEMENT OF THE AMENDED ESTIMATED REVENUE FROM PROPERTY TAXES AND THE AMENDED TOTAL AMOUNT FROM SOURCES OTHER THAN PROPERTY TAXES OF THE CITY FOR THE ENSUING FISCAL YEAR AND PROVIDING FOR PUBLICATION OF THE SAME.

WHEREAS, it is necessary, pursuant to Idaho Code 50-1003, for the City Council of the City of Coeur d'Alene, prior to passing an Amended Annual Appropriation Ordinance, to prepare a proposed amended Budget, tentatively approve the same, and enter such proposed amended Budget at length in the journal of the proceedings; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the following be and the same is hereby adopted as an Amended Estimate of Expenditures and Anticipated Revenue of the City of Coeur d'Alene for the fiscal year beginning October 1, 2020:

	FY 2020-21 BUDGET	FY 2020-21 AMENDED BUDGET
GENERAL FUND EXPENDITURES:		
Mayor and Council	\$ 251,742	\$ 251,742
Administration	217,699	217,699
Finance Department	1,234,784	1,264,149
Municipal Services	1,804,906	1,987,906
Human Resources	418,825	418,825
Legal Department	1,313,413	1,313,413
Planning Department	726,892	761,987
Building Maintenance	547,526	550,026
Police Department	16,732,158	17,107,006
Fire Department	10,710,811	11,149,444
General Government	153,050	1,298,678
Streets and Engineering	4,981,197	5,206,009
Parks Department	2,448,730	2,448,730
Recreation Department	745,208	745,208
Building Inspection	958,485	958,485
TOTAL GENERAL FUND EXPENDITURES:	<u>\$ 43,245,426</u>	<u>\$ 45,679,307</u>

	FY 2020-21 BUDGET	FY 2020-21 AMENDED BUDGET
SPECIAL REVENUE FUND EXPENDITURES:		
Library Fund	\$ 1,736,045	\$ 1,751,345
Community Development Block Grant	695,032	695,032
Impact Fee Fund	450,000	596,500
Parks Capital Improvements	323,260	713,260
Annexation Fee Fund	195,000	195,000
Cemetery Fund	306,787	306,787
Cemetery Perpetual Care Fund	166,500	166,500
Jewett House	26,353	26,353
Reforestation/Street Trees/Community Canopy	120,000	120,000
Public Art Funds	271,300	271,300
TOTAL SPECIAL FUNDS:	<u>\$ 4,290,277</u>	<u>\$ 4,842,077</u>
ENTERPRISE FUND EXPENDITURES:		
Street Lighting Fund	\$ 733,250	\$ 733,250
Water Fund	14,566,370	14,566,370
Wastewater Fund	20,111,378	21,191,378
Water Cap Fee Fund	5,300,000	5,300,000
WWTP Cap Fees Fund	1,484,809	1,484,809
Sanitation Fund	4,215,002	4,645,002
City Parking Fund	1,640,036	1,667,036
Drainage	1,701,863	1,701,863
TOTAL ENTERPRISE EXPENDITURES:	<u>\$ 49,752,708</u>	<u>\$ 51,289,708</u>
FIDUCIARY FUNDS:	\$ 3,169,432	\$ 3,169,432
CAPITAL PROJECTS FUNDS:	2,201,632	2,201,632
DEBT SERVICE FUNDS:	876,281	876,281
GRAND TOTAL OF ALL EXPENDITURES:	<u><u>\$103,535,756</u></u>	<u><u>\$ 108,058,437</u></u>

	FY 2020-21 BUDGET	FY 2020-21 AMENDED BUDGET
ESTIMATED REVENUES:		
Property Taxes:		
General Levy	\$ 15,909,748	\$ 15,909,748
Library Levy	1,622,045	1,622,045
Fireman's Retirement Fund Levy	250,000	250,000
2015 G.O. Bond Levy	876,281	876,281
TOTAL REVENUE FROM PROPERTY TAXES:	<u>\$ 18,658,074</u>	<u>\$ 18,658,074</u>

	FY 2020-21 BUDGET	FY 2020-21 AMENDED BUDGET
ESTIMATED OTHER REVENUES:		
Interfund Transfers	\$ 10,513,545	\$ 10,660,045
Beginning Balance	27,151,487	35,182,827
Other Revenue:		
General Fund	22,906,886	17,882,927
Library Fund	14,000	29,300
Community Development Block Grant	695,032	695,032
Parks Capital Improvement Fund	323,260	323,260
Cemetery	148,155	148,155
Annexation Fee Fund	100,000	100,000
Impact Fee Fund	620,000	766,500
Cemetery Perpetual Care Fund		
Jewett House	12,000	12,000
Reforestation	4,500	4,500
Street Trees	81,500	81,500
Community Canopy	1,500	1,500
Public Art Funds	121,000	121,000
Street Lighting Fund	578,250	578,250
Water Fund	6,559,049	6,559,049
Wastewater Fund	11,099,439	12,179,439
Water Capitalization Fees	1,265,000	1,265,000
WWTP Capitalization Fees	978,163	978,163
Sanitation Fund	4,420,000	4,520,000
City Parking Fund	702,500	729,500
Drainage	1,066,281	1,066,281
Fiduciary Funds	2,907,500	2,907,500
Capital Projects Fund	1,200,000	1,200,000
TOTAL REVENUE OTHER THAN PROPERTY TAXES:	<u>\$ 93,469,047</u>	<u>\$ 97,991,728</u>
 SUMMARY:		
	FY 2020-21 BUDGET	FY 2020-21 AMENDED BUDGET
PROPERTY TAXES	\$ 18,658,074	\$ 18,658,074
OTHER THAN PROPERTY TAXES	<u>93,469,047</u>	<u>97,991,728</u>
TOTAL ESTIMATED REVENUES	<u>\$112,127,121</u>	<u>\$ 116,649,802</u>

BE IT FURTHER RESOLVED, that the same be spread upon the Minutes of this meeting and published in two (2) issues of the Coeur d'Alene Press, seven (7) days apart, to be published on August 23, 2021 and August 30, 2021.

BE IT FURTHER RESOLVED, that a Public Hearing on the Budget be held on the 21st day of September, 2021 at the hour of 6:00 o'clock p.m. on said day, at which time any interested person may appear and show cause, if any he has, why the proposed amended Budget should or should not be adopted.

DATED this 17th day of August, 2021.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

Motion by _____, Seconded by _____,

to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER ENGLISH Voted _____

_____ was absent. Motion _____.

PUBLIC HEARINGS

CITY COUNCIL STAFF REPORT

FROM: TAMI STROUD, ASSOCIATE PLANNER

DATE: AUGUST 17, 2021

SUBJECT: ZC-5-21 ZONE CHANGE FROM R-12 TO R-17

LOCATION: +/- 0.47 ACRE PARCEL OFF OF 4TH STREET SOUTH OF NEIDER AVENUE LOCATED AT 3221 N. 4TH STREET

APPLICANT/OWNER:
Escalade Properties, LLC
701 E. Front Street
Coeur d'Alene, ID 83814

CONSULTANT:
Paul Malen
Escalade Properties, LLC
701 E. Front Street
Coeur d'Alene, ID 83814

DECISION POINT:

The applicant is requesting approval of a zone change from the R-12 to the R-17 zoning district.

BACKGROUND INFORMATION:

The 0.47-acre parcel is located off of 4th Street south of Neider Avenue. There is an existing single-family dwelling located on the parcel which will be removed. Escalade Properties, LLC, purchased the parcel in July of 2019, with the intent to build a multifamily project.

The requested zone change is necessary to build the multifamily project. R-12 zoning does not permit multifamily residential.

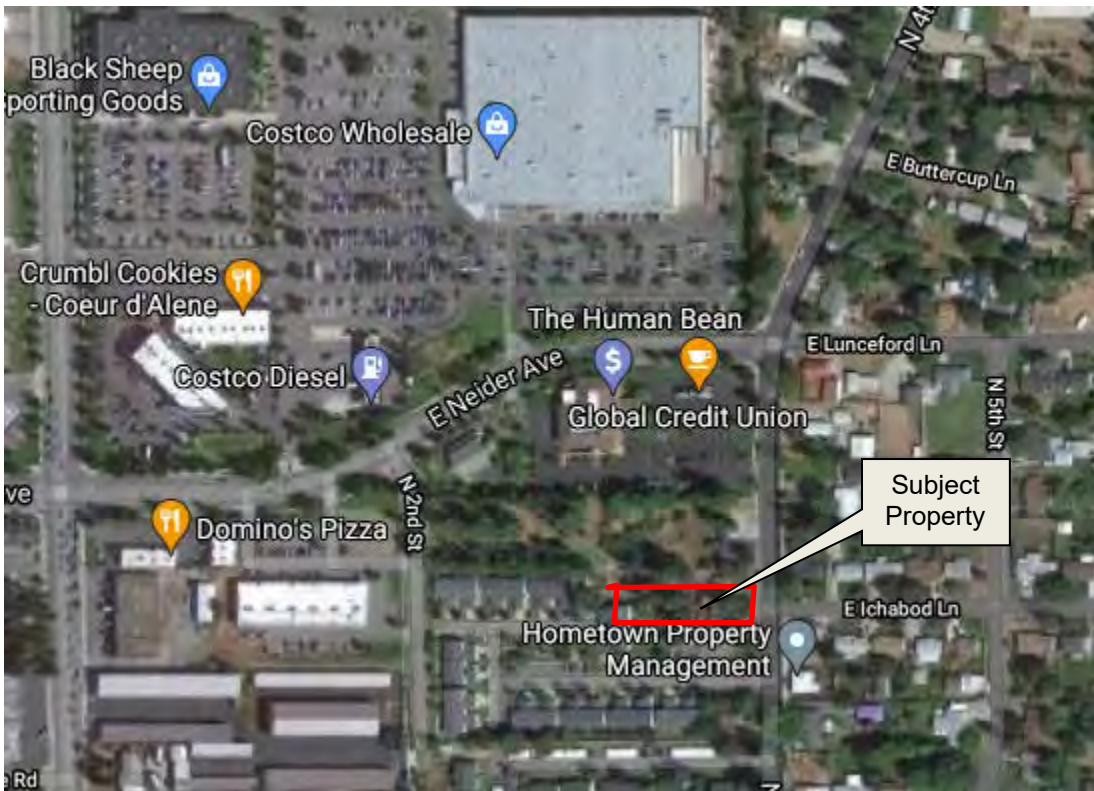
LOCATION MAP:



AERIAL PHOTO:



AERIAL PHOTO SHOWING NEARBY SERVICES:

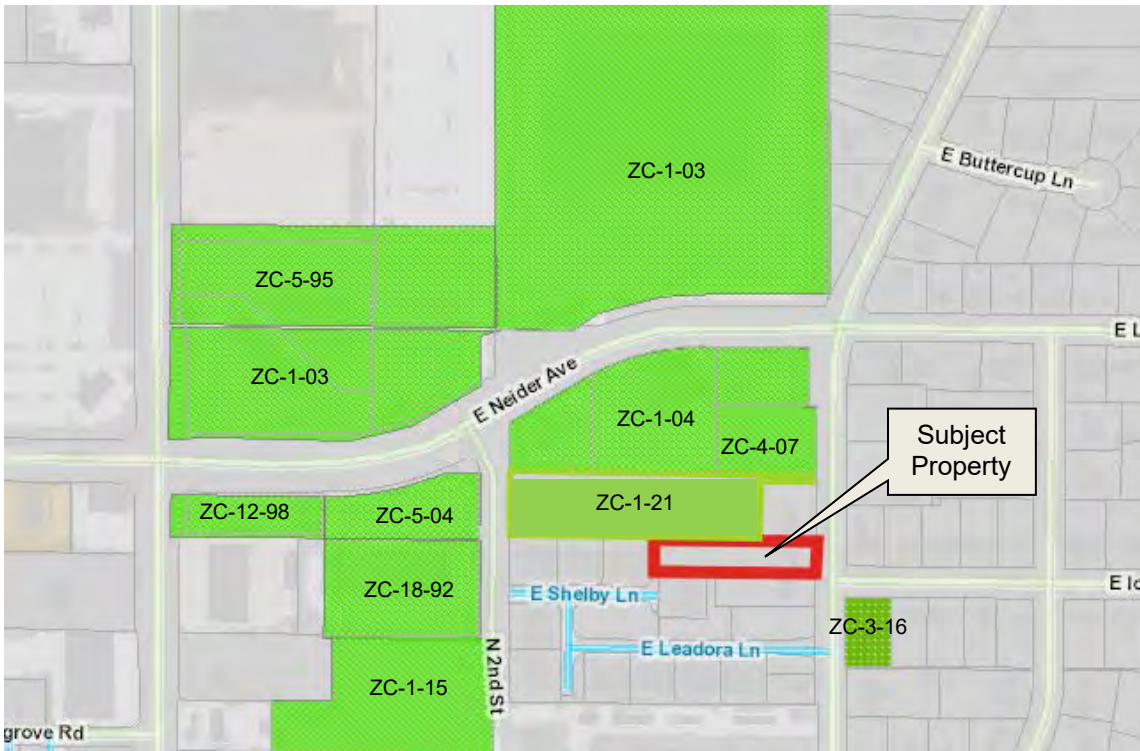


PLANNING COMMISSION INFORMATION:

At their regular monthly meeting on July 13, 2021, the Planning Commission held a public hearing on this item and recommended approval for this zone change request.

PRIOR LAND USE ACTIONS:

The subject property is surrounded by previous zone change requests that were all approved. As noted below on the map and the list of zone changes, the changes took place between 1992 and 2021. The majority of the zone changes were from R-12 to C-17. There were a few to C-17 L and R-17. The most recent zone change was from R-12 to R-17 in 2021.



Zone Changes:

ZC-18-92	R-12 to C-17	Approved
ZC-5-95	R-12 to C-17	Approved
ZC-12-98	R-17 to C-17	Approved
ZC-1-03	R-12 to C-17	Approved
ZC-1-04	R-12 to C-17L	Approved
ZC-5-04	R-12 to C-17	Approved
ZC-4-07	R-12 to R-17	Approved
ZC-1-15	R-12 to C-17	Approved
ZC-3-16	R-12- to NC	Approved
ZC-1-21	R-12 to R-17	Approved

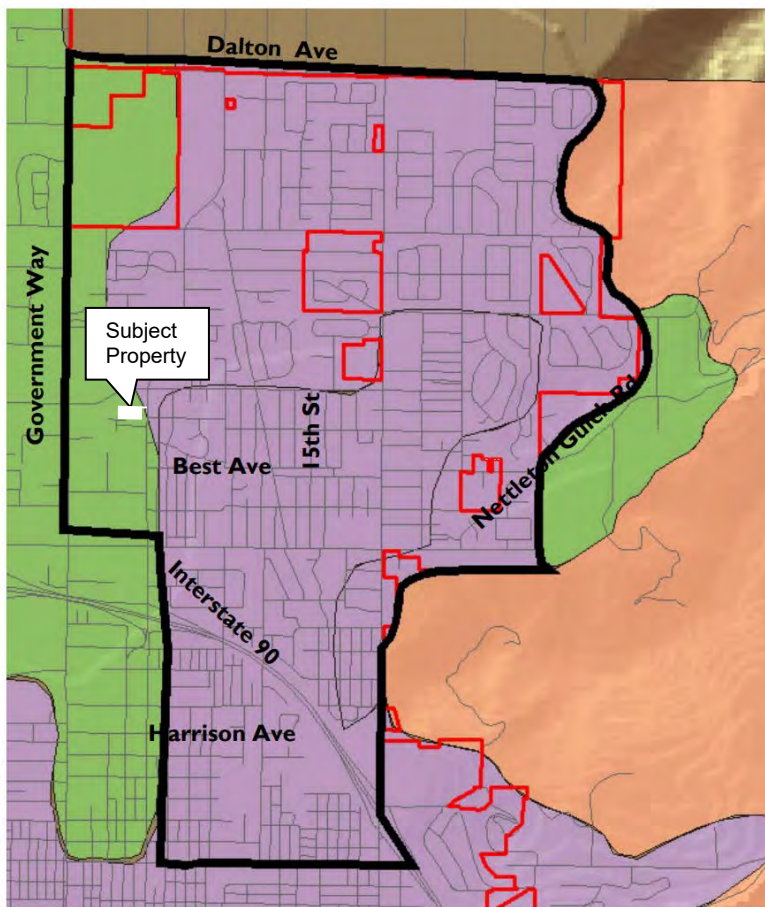
REQUIRED FINDINGS:

- 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 Northeast Prairie Transitional:

Land Use: NE Prairie



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.

NE Prairie Tomorrow

It is typically a stable established housing area with a mix of zoning districts. The majority of this area has been developed. Special care should be given to the areas that remain such as the Nettleton Gulch area, protecting the beauty and value of the hillside and wetlands.

The characteristics of NE Prairie neighborhoods will be:

- That overall density may approach three to four residential units per acre (3-4:1), however, pockets of higher density housing and multi-family units are appropriate in compatible areas.
- Commercial uses are concentrated in existing commercial areas along arterials with neighborhood service nodes where appropriate.
- Natural vegetation is encouraged and should be protected in these areas.
- Pedestrian connections and street trees are encouraged in both existing neighborhoods and developing areas.
- Clustering of smaller lots to preserve large connected open space areas as well as views and vistas are encouraged.
- Incentives will be provided to encourage clustering.

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 3.07

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 that all stormwater remain on the property and for a stormwater management plan to be submitted and approved prior to any construction activity on the site.

- Submitted by Chris Bosley, City Engineering

STREETS:

The subject property is bordered by 4th Street to the east. Any deficient sidewalk and the existing driveway approach will need to be replaced on the 4th Street frontage with construction to meet ADA requirements.

- Submitted by Chris Bosley, City Engineering

WATER:

There is an existing 3/4" water service to the lot attached to a 12" main in N. 4th Street.

-Submitted by Kyle Marine, Assistant Water Superintendent

SEWER:

Public sewer is available to the subject property located on N. 4th Street. There is a sewer lateral servicing this property.

City Wastewater Policy #716; Only one appropriately sized sewer lateral is allowed to serve each legally recognized parcel. 'One parcel, one service.

-Submitted by Larry Parsons, Wastewater Utility Project Manager

FIRE:

The Fire Department works with the Engineering, Water, and Building Departments to ensure the design of any proposal meets mandated safety requirements for the city and its residents.

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 during the Site Development and Building Permit, utilizing the currently adopted International Fire Code (IFC) for compliance. The CD'A FD can address all concerns at site and building permit submittals with the corrections to the below conditions.

-Submitted by Bobby Gonder, Fire Inspector / MIAAI – CFI

POLICE:

Because this will be a small development, there is no real impact.

-Submitted by Lee White, Police Chief

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 (do) (do not) make it suitable for the request at this time.**

PHYSICAL CHARACTERISTICS:

The site is generally flat. There is an existing single-family structure on the subject property which will be removed. There are also small trees and other vegetation that will also need to be removed for the project. There are no topographical or physical constraints that would make the subject property unsuitable to change the zoning from R-12 to R-17.

TOPOGRAPHIC MAP:



PHOTO 1: Looking west toward the subject property from the edge of the property along 4th Street



SITE PHOTO 2: Looking west from the eastern most edge of the property on 4th Street



SITE PHOTO 3: Looking south on 4th Street with the subject property on the right



SITE PHOTO 4: Looking south along 4th Street at the Neighborhood Commercial business on the east side of 4th



SITE PHOTO 5: Looking north on 4th Street from the eastern edge of the subject property toward the commercial uses along Neider Avenue



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 proposed zone change itself would not adversely affect the surrounding area with regard to traffic, as no traffic is generated from a zone change alone. However, the applicant states that the zone change is needed to allow multifamily housing to replace the single family residence. If the property is developed to the maximum allowable density, traffic on 4th Street would increase by up to 5 trips per peak hour. The existing left turn lane will aid with ingress/egress. The Streets & Engineering Department has no objection to the zone change as proposed.

-Submitted by Chris Bosley, City Engineering

NEIGHBORHOOD CHARACTER:

From 2007 Comprehensive Plan: Northeast Prairie Today

This area is composed of a variety of zoning districts with a majority of residential density at three to eight units per acre (3-8:1). Lower density development becomes more prominent moving north. The NE Prairie provides a range of housing choices that includes a number of large recreation areas and small pocket parks.

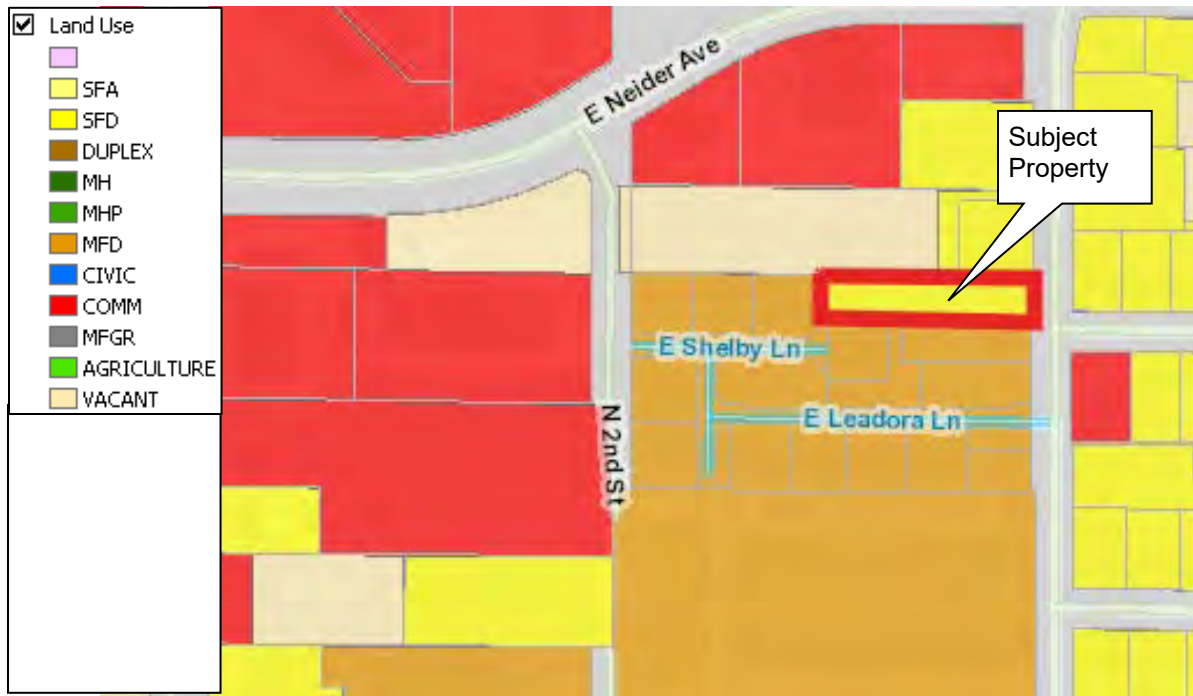
Canfield Mountain and Best Hill act as the backdrop for this portion of the prairie. Much of the lower lying, less inhibitive areas have been developed. Pockets of development and an occasional undeveloped lot remain.

SURROUNDING LAND USES:

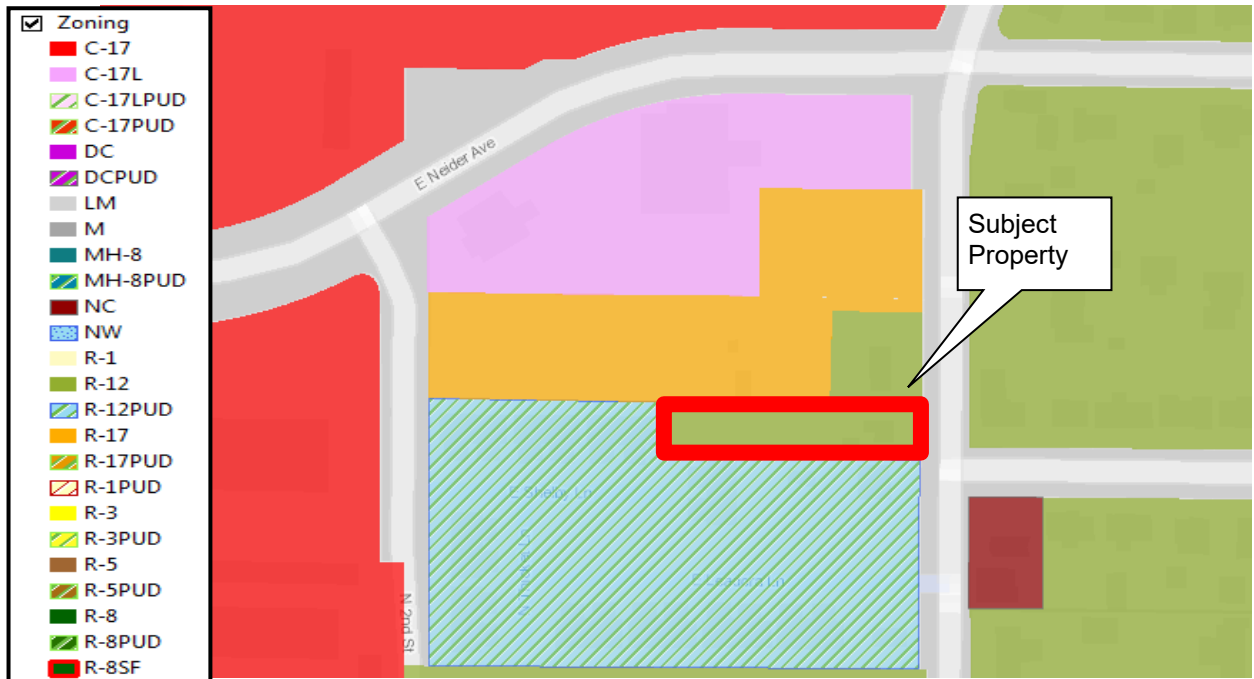
The subject property is located near the commercial corridors of Neider Avenue and 4th Street. It is located on 4th Street and south of Neider Avenue. There is commercial, office, multi-family residential uses, and a few single-family residences nearby. The properties directly to the north and south are existing single family dwellings. A portion of abutting property to the north is vacant and has been approved for a zone change to R-17 by the City Council. Further to the north uses include a drive-through beverage retailer, an office complex, and a coffee stand. Beyond those commercial uses on Neider Avenue is Costco. To the west and abutting the subject property on the most western boundary is the Briarwood Town Homes multi-family development. To the east across 4th Street are single-family residential uses. Southeast of the property on 4th Street and Ichabod Lane is the property with a Neighborhood Commercial (NC) zoning designation. The subject property is in an ideal location for a multi-family residential project due to its proximity to services, employment, public transportation, walkability and bike ability. It is also within ½ mile of North Pines Park.

See Land Use Map on the following page.

GENERALIZED LAND USE PATTERN:



ZONING MAP:



Approval of the zone change request would allow the uses by right to change from R-12 uses to R-17 uses (as listed below).

Existing R-12 Zoning District:

The R-12 district is intended as a residential area that permits a mix of housing types at a density not greater of twelve (12) units per gross acre.

17.05.180: PERMITTED USES; PRINCIPAL:

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

- Administrative Office
- Duplex housing
- Essential service
- Home occupation
- Neighborhood recreation
- Public recreation
- Single-family detached housing

17.05.190: PERMITTED USES; ACCESSORY:

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

- Accessory dwelling unit.
- Garage or carport (attached or detached).
- Private recreation facility (enclosed or unenclosed).

17.05.200: PERMITTED USES; SPECIAL USE PERMIT:

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
- 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

17.05.240: SITE PERFORMANCE STANDARDS; MINIMUM YARD:

Minimum yard requirements for residential activities in an R-12 District shall be as follows:

1. Front: The front yard requirement shall be twenty feet (20').
2. Side, Interior: The interior side yard requirement shall be five feet (5'). If there is no alley or other legal access behind a lot, each lot shall have at least one side yard of ten-foot (10') minimum.
3. Side, Street: The street side yard requirement shall be ten feet (10').
4. Rear: The rear yard requirement shall be twenty-five feet (25'). However, the required rear yard will be reduced by one-half (1/2) when adjacent to public open space

17.05.245: NONRESIDENTIAL SITE PERFORMANCE STANDARDS; MINIMUM YARD:

Minimum yard requirements for nonresidential activities in an R-12 district shall be as follows:

- A. Front: The front yard requirement shall be twenty feet (20').
- B. Side, Interior: The interior side yard requirement shall be twenty five feet (25').
- C. Side, Street: The street side yard requirement shall be twenty five feet (25').
- D. Rear: The rear yard requirement shall be twenty five feet (25'). However, the required rear yard will be reduced by one-half (1/2) when adjacent to public open space.

Proposed R-17 Zoning District:

The R-17 district is intended as a medium/high density residential district that permits a mix of housing types at a density not greater than seventeen (17) units per gross acre. This district is appropriate for those areas of the city that are developed at this density or are preferably developed at this density because of factors such as vehicular access, topography, flood hazard, and landside hazard areas.

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

- Administrative
- Childcare facility
- Community education
- Duplex housing
- Essential service
- Home occupation
- Multiple-family
- 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-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) unit per gross acre density increase
- Religious assembly
- Retail gasoline sales
- Single-family detached housing (as specified by the R-8 district)
- Specialty retail sales
- Veterinary office

17.05.290: SITE PERFORMANCE STANDARDS; MAXIMUM HEIGHT:

Maximum height requirements in an R-17 District shall be as follows:

Structure Type	Structure Location	
	In Buildable Area for Principal Facilities	In Rear Yard
Single-family and duplex structure	32 feet	n/a
Multiple-family structure	45 feet	n/a
For public recreation, community education or religious assembly activities	45 feet	n/a
Detached accessory building including garages and carports	32 feet	With low or no slope roof: 14 feet With medium to high slope roof: 18 feet

17.05.320: SITE PERFORMANCE STANDARDS; MINIMUM YARD:

A. Minimum yard requirements for single family and duplex residential activities in an R-17 District shall be as follows:

1. Front: The front yard requirement shall be twenty feet (20').
2. Side, Interior: The interior side yard requirement shall be five feet (5'). If there is no alley or other legal access behind a lot, each lot shall have at least one side yard of ten-foot (10') minimum.
3. Side, Street: The street side yard requirement shall be ten feet (10').
4. Rear: The rear yard requirement shall be twenty-five feet (25'). However, the required rear yard will be reduced by one-half ($\frac{1}{2}$) when adjacent to public open space

C. Multiple-family housing at seventeen (17) units per acre:

1. Front: The front yard requirement shall be twenty feet (20').
2. Side, Interior: The interior side yard requirement shall be ten feet (10').
3. Side, Street: The street side yard requirement shall be twenty feet (20').
4. Rear: The rear yard requirement shall be twenty feet (20'). However, the required rear yard will be reduced by one-half ($\frac{1}{2}$) when adjacent to public open space

17.44.030: RESIDENTIAL USES:

Unless otherwise allowed by the relevant zoning or overlay district, the following off-street parking

D.	Multiple-family housing:	
	1. Studio units	1 space per unit
	2. 1 bedroom units	1.5 spaces per unit
	3. 2 bedroom units	2 spaces per unit
	4. 3 bedroom units	2 spaces per unit
	5. More than 3 bedrooms	2 spaces per unit

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.

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:

None

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
2017 Trails & Bikeways Master Plan

ACTION ALTERNATIVES:

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

Attachment: Applicant's Narrative

Zone Change: 3221 N 4th, CDA ID

Escalade Properties. LLC., is requesting a rezone of 3221 N 4th in CDA. Current zoning of the property is R-12 which limits our mission to provide additional affordable housing in the Coeur d'Alene area.

Rezoning to ~~R-12~~ would allow us to build multifamily units and maximize the number of units on the subject property. This will increase the availability of housing and offset the escalating costs of housing in the area. The plan is to build units similar to the attached four-plex units.

P6m
R17

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

ZC-5-21

A. INTRODUCTION

This matter having come before the Planning Commission on, July 13, 2021, and there being present a person requesting approval of ZC-5-21, a request for a zone change from R-12 to R-17 zoning district

APPLICANT: ESCALADE PROPERTIES, LLC

LOCATION: +/- .47 ACRE PARCEL OFF OF 4TH STREET SOUTH OF NEIDER AVENUE
LOCATED AT 3221 N. 4TH STREET

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

The Planning Commission adopts Items B1 to B7.

- B1. That the existing land uses are Commercial and Residential.
- B2. That the Comprehensive Plan Map designation is
- B3. That the zoning is Northeast Prairie Transitional:
- B4. That the notice of public hearing was published on, June 26, 2021 , which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on, July 2, 2021 , which fulfills the proper legal requirement.
- B6. That notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property.
- B7. That public testimony was heard on July 13, 2021.

B8. That this proposal is in conformance with the Comprehensive Plan policies as follows:

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 1.14 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 trails systems.

Goal #2: Economic Environment

Our Comprehensive Plan preserves the city's quality workplaces and policies, and promotes opportunities for 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.

B9. That public facilities and utilities are available and adequate for the proposed use. This is based on that all city departments didn't have any concerns and can be served.

B10. That the physical characteristics of the site do make it suitable for the request at this time because the topography is flat, no wetlands or unusual natural out cropping's.

B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, or existing land uses because it appears to be five peak trips per an hour left turn lane and that traffic use will be minimal.

C. ORDER: CONCLUSION AND DECISION

The Planning Commission, pursuant to the aforementioned, finds that the request of ESCALADE PROPERTIES, LLC for a zone change, as described in the application should be approved.


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

ROLL CALL:

Commissioner Fleming	Voted Yes
Commissioner Ingalls	Voted Yes
Commissioner Luttrupp	Voted Yes
Commissioner Mandel	Voted Yes

Commissioners Rumpler and Ward were absent.

Motion to approve carried by a 4 to 0 vote.


CHAIRMAN TOM MESSINA

1. Applicant: Escalade Properties, LLC
Location: 3221 N. 4th
Request: A proposed zone change from R-12 to R-17
QUASI-JUDICIAL, (ZC-5-21)

Tami Stroud, Associate Planner stated the applicant is requesting approval of a zone change from the R-12 to the R-17 zoning district.

Ms. Stroud provided the following statements:

- The 0.47-acre parcel is located off of 4th Street south of Neider Avenue.
- There is an existing single-family dwelling located on the parcel which will be removed. Escalade Properties, LLC, purchased the parcel in July of 2019, with the intent to build a multifamily project.
- The requested zone change is necessary to build the multifamily project. R-12 zoning does not permit multifamily residential.
- The City's Comprehensive Plan Map designates this area as Northeast Prairie Transitional.
- She stated that all city departments reviewed the request and didn't have any concerns.
- She stated that there are no conditions.

Ms. Stroud concluded her presentation

Commission Comments:

None.

Public testimony open.

Paul Malen, applicant provided the following statements:

- He stated that the reason we wanted to do a zone change is to construct multi-family homes since there is a shortage of available homes thought it was best to help with the shortage of affordable housing.
- He commented that he talked to staff to see how many units we could put on the property and they said eight but by the time you put in the infrastructure would be in the four to six range.

The applicant concluded his presentation.

Commissioner Ingalls noted in the applicant's narrative it states "to build units similar to the attached four-plex units" and questioned the meaning of "attached" Mr. Malen explained in the packet he submitted with the application had renderings for some four-plex's we are constructing on 15th and that statement in the narrative was a reference to those renderings.

Commissioner Ingalls stated he was confused and thought the properties were attached and asked if the requested density increase was not really for a density increase, but was to allow for multi-family because an R-12 doesn't allow multi-family.

Mr. Malen answered that is correct.

Brian Donnell stated he lives three houses down from this property and noted that they don't have any parking and people will be parking on the street and with the approval of this request will have more traffic added to an already congested area.

Rebuttal:

Mr. Malen explained that we we will provide adequate parking for the units per the city requirements to be eight parking stalls but with the addition of infrastructure would lower those parking stalls to the four to six range.

Chairman Messina noted that we received a comment in our packet from a person who lives next door who was addressing the property line that your project will be on their property line.

Mr. Malen stated that he is aware of that comment and explained when that garage and fence was built was on their property line but if approved that fence will be relocated correctly with the garage demolished.

Commission Ingalls stated so the encroachment will get fixed not created.

Mr. Malen commented that is correct and was preexisting to us purchasing the property.

Ms. Anderson commented that staff is aware of this and that it happens all over the city with existing historical properties.

Public testimony closed.

Discussion:

Commissioner Ingalls commented that we have a lack of housing inventory in the community and have had discussions about “missing middle” and workforce housing etc. and that with the addition of more inventory, it will help. It does not worsen the situation. He envisions that maybe these units won’t be the definition of affordable housing means but would create opportunities that are more affordable than a lot of other choices we see in town.

Chairman Messina commented by adding units to the inventory is a plus and what someone can afford is another topic.

Commissioner Luttrupp congratulated Ms. Anderson on her work with the group she is working with trying to come up and define what the issues with some solutions for the housing shortage.

Commissioner Mandel echoed the other commissioners and stated that adding more housing product types is important in helping take pressure off the housing market.

Motion by Fleming, seconded by Ingalls, to approve Item ZC-5-21. Motion approved.

ROLL CALL:

Commissioner Fleming	Voted	Aye
Commissioner Ingalls	Voted	Aye
Commissioner Mandel	Voted	Aye
Commissioner Luttrupp	Voted	Aye

Motion to approve carried by a 4 to 0 vote.

From: PEGGY O'BRIEN
To: [PlanningDiv](#)
Cc: [STUHMILLER, SHANA](#)
Subject: Public Hearing Escalade Properties, LLC proposed zoning change
Date: Friday, July 09, 2021 12:00:14 AM
Importance: High

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good Evening,

I will not be able to be present for the public hearing regarding a zoning change from R-12-R-17 for Escalade Properties, LLC. for the property located at 3221 N. 4th St., Coeur d'Alene, ID. 83815.

I would like my deep and heartfelt concerns to be considered with regards to REJECTING the proposed zoning change. I have numerous concerns regarding adding apartments/condos/townhomes to this lot. I am the current homeowner, located at 3219 N. 4th St., Coeur d'Alene, ID., and will be negatively impacted by such a zone change.

1. This will negatively impact my property values, along with the property values on the single-family residence located north at 3223 N. 4th St. I have renovated my home to bring it to its current state for several years, spending more than \$75,000 in renovations. Adding multifamily units will clearly impact my property value in an extremely negative way.
2. The traffic on N. 4th St. is immense. Adding a multifamily unit will not only become a safety hazard, it will add to the noise pollution and congestion that N. 4th St. already has.
3. The proposed property currently encroaches several feet onto my property. The garage and fence line that are currently in place are located on my property. This, in fact, makes their footprint for a large structure even more unreasonable. As it stands now, backing up in my driveway is tricky. Imagine having multiple vehicles trying to get in and out of such a narrow lot.
4. Construction for a long period of time would be extremely disruptive and create a noise disturbance for many other residents in the area.
5. My privacy will be completely destroyed. I will have numerous neighbors being able to look into the only privacy that my home has, which is in the backyard. I do have neighbors to the west of me; however, I have built a quiet garden and have fenced that off in order to maintain more privacy.
6. I own two older Saint Bernards that are extremely protective when they are inside my yard. This will create a high level of anxiety for both of them, causing them to continually bark, which ultimately puts my sanctuary that I have built for them in jeopardy. This simply isn't fair to do to my family.
7. And lastly...they are not even aware of the property boundary lines because they place

the public hearing notice sign on my property. They don't even have their wooden sign on the correct lot.

I have recently retained the services of a real estate attorney and will do what I can to reclaim the use of my entire property boundaries, as well as maintain my property values that I have worked so hard to improve. I will be traveling from July 9th-July 17th, but can be reached by email at: peggy.obrien@hotmail.com or on my cell phone at: (406)231-0482

Peggy O'Brien | Designated Broker

New Home Star Washington, LLC

New Home Star Idaho, LLC

pobrien@hayden-homes.com

C: (406)231-0482



Licensed in the State of Idaho and Washington

Main Office: 704-575-1881

City Council Meeting



City of
Coeur d'Alene
IDAHO

August 17, 2021

ZC-5-21 Zone Change from R-12 to R-17
4th Street south of Neider Ave. +/- .47 acre parcel

APPLICANT/CONSULTANT:

Escalade Properties, LLC
Paul Malen
701 E. Front Street
Coeur d'Alene, ID 83814

REQUEST:

Zone change from the R-12 to the R-17 zoning district.



ZC-5-21 Zone Change from R-12 to R-17
4th Street south of Neider Ave. +/- .47 acre parcel

LOCATION:

Property is located off of 4th Street south of Neider Avenue

LEGAL NOTICE:

Published in the CDA Press on July 19, 2021



ZC-5-21 Zone Change from R-12 to R-17
4th Street south of Neider Ave. +/- .47 acre parcel

Location Map

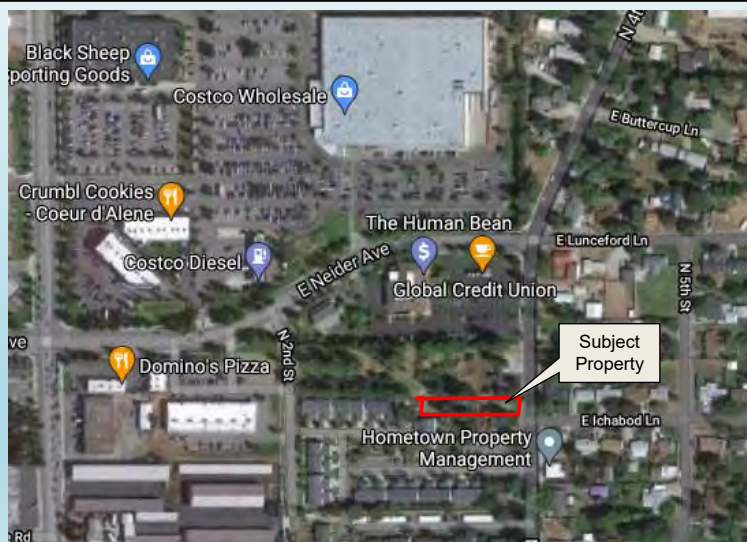


ZC-5-21 Zone Change from R-12 to R-17
4th Street south of Neider Ave. +/- .47 acre parcel

Aerial Photo



**Aerial Photo
Showing Nearby
Services**



ZC-5-21 Zone Change from R-12 to R-17
4th Street south of Neider Ave. +/- .47 acre parcel

Finding #B8:

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

Finding #B9:

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

Finding #B10:

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

Finding #B11:

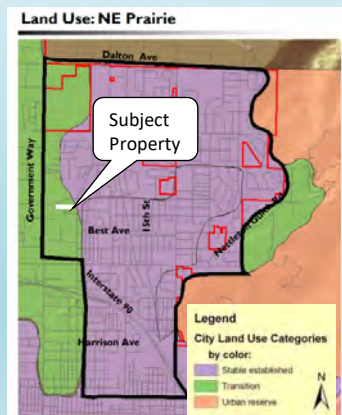
That the proposal (would) (would not) adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, (and) (or) existing land uses.



ZC-5-21 Zone Change from R-12 to R-17
4th Street south of Neider Ave. +/- .47 acre parcel

Finding #B8:

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



2007 Comprehensive Plan:
Northeast Prairie

Transition Areas:

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



ZC-5-21 Zone Change from R-12 to R-17
4th Street south of Neider Ave. +/- .47 acre parcel

Finding #B8: continued...

The characteristics of Northeast Prairie neighborhoods will be:

- That overall density may approach three to four residential units per acre (3-4:1), however, **pockets of higher density housing and multi-family units are appropriate in compatible areas.**
- Commercial uses are concentrated in existing commercial areas along arterials with neighborhood service nodes where appropriate.
- Natural vegetation is encouraged and should be protected in these areas.
- **Pedestrian connections and street trees are encouraged in both existing neighborhoods and developing areas.**
- Clustering of smaller lots to preserve large connected open space areas as well as views and vistas are encouraged.
- Incentives will be provided to encourage clustering.

ZC-5-21 Zone Change from R-12 to R-17
4th Street south of Neider Ave. +/- .47 acre parcel

COMPREHENSIVE PLAN: GOALS & OBJECTIVES:

Goal #1 Natural Environment

- 1.12 Community Design
- 1.14 Efficiency

Goal #2 Economic Environment

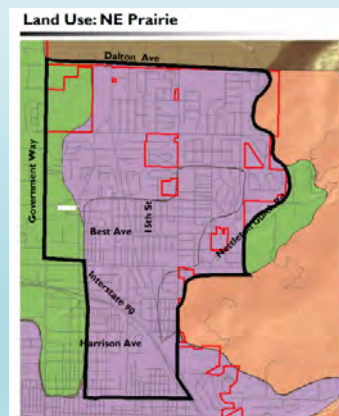
- 2.05 Pedestrian & Bicycle Environment

Goal #3 Home Environment

- 3.01 Managed Growth
- 3.05 Neighborhoods
- 3.07 Neighborhoods
- 3.10 Affordable & Workforce Housing

Goal #4 Administrative Environment

- 4.06 Public Participation



ZC-5-21 Zone Change from R-12 to R-17
4th Street south of Neider Ave. +/- .47 acre parcel

Finding #B9:

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

- City staff from Engineering, Streets, Water, Fire, Police, Parks, and Wastewater Departments have reviewed the application request in regards to public utilities and public facilities.
- Each department has indicated that there are adequate public facilities and public utilities available to serve the proposed request.
- No objection to this zone change request as proposed.

See pages 6 and 7 of the staff report for departmental comments.



ZC-5-21 Zone Change from R-12 to R-17
4th Street south of Neider Ave. +/- .47 acre parcel

Finding #B10:

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

PHYSICAL CHARACTERISTICS:

The site is generally flat. There are no topographical or physical constraints that would make the subject property unsuitable to change the zoning from R-12 to R-17.



ZC-5-21 Zone Change from R-12 to R-17
4th Street south of Neider Ave. +/- .47 acre parcel

Topographic Map



ZC-5-21 Zone Change from R-12 to R-17
4th Street south of Neider Ave. +/- .47 acre parcel

Site Photo 1



ZC-5-21 Zone Change from R-12 to R-17
4th Street south of Neider Ave. +/- .47 acre parcel

Site Photo 2



ZC-5-21 Zone Change from R-12 to R-17
4th Street south of Neider Ave. +/- .47 acre parcel

Site Photo 3



ZC-5-21 Zone Change from R-12 to R-17
4th Street south of Neider Ave. +/- .47 acre parcel

Site Photo 4



ZC-5-21 Zone Change from R-12 to R-17
4th Street south of Neider Ave. +/- .47 acre parcel

Site Photo 5



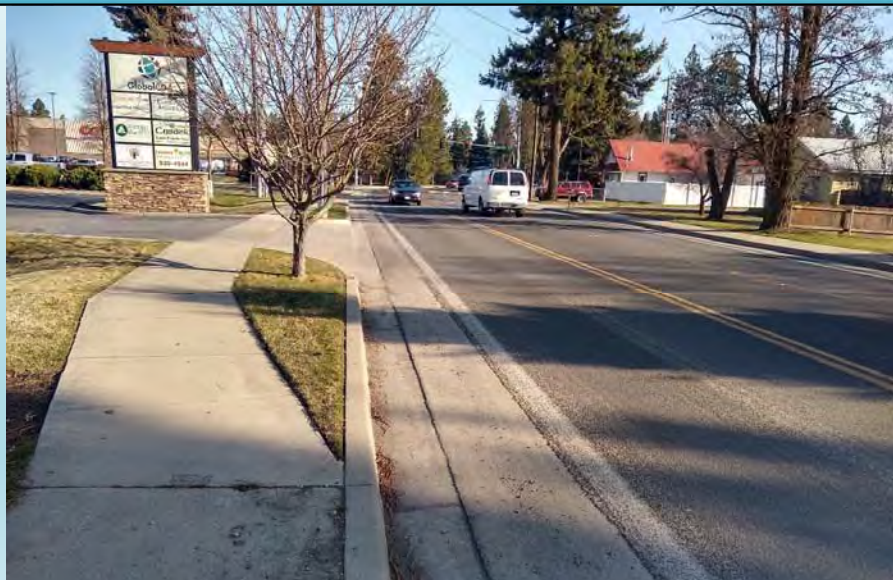
ZC-5-21 Zone Change from R-12 to R-17
4th Street south of Neider Ave. +/- .47 acre parcel

Site Photo 6



ZC-5-21 Zone Change from R-12 to R-17
4th Street south of Neider Ave. +/- .47 acre parcel

Site Photo 7



ZC-5-21 Zone Change from R-12 to R-17
4th Street south of Neider Ave. +/- .47 acre parcel

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:

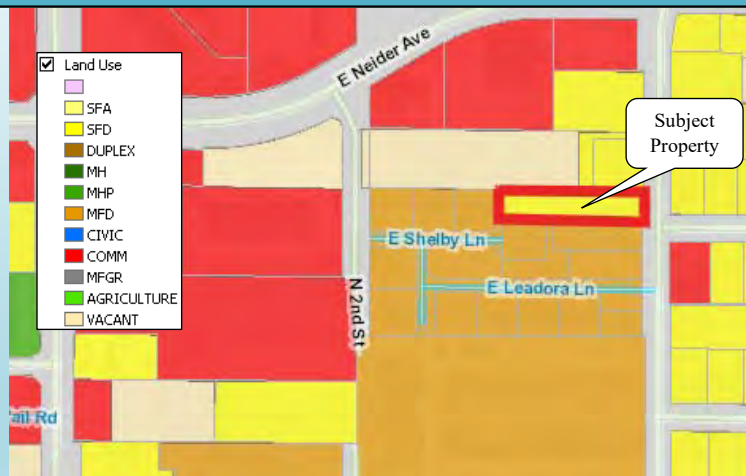
The proposed zone change itself would not adversely affect the surrounding area with regard to traffic, as no traffic is generated from a zone change alone. However, the applicant states that the zone change is needed to allow multifamily housing to replace the single family residence. If the property is developed to the maximum allowable density, traffic would only increase by 5 peak trips per peak hour. The existing left turn lane will aid with ingress/egress. The Streets & Engineering Department has no objection to the zone change as proposed.

-Submitted by Chris Bosley, City Engineer



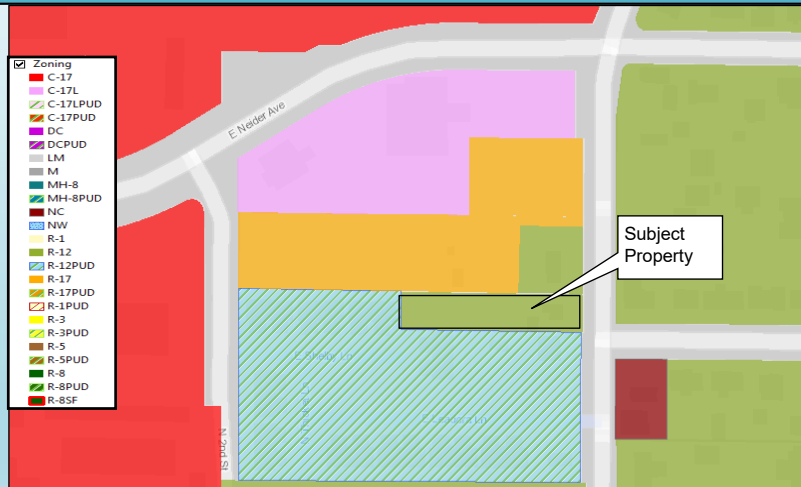
ZC-5-21 Zone Change from R-12 to R-17
4th Street south of Neider Ave. +/- .47 acre parcel

Surrounding Land Uses



ZC-5-21 Zone Change from R-12 to R-17
4th Street south of Neider Ave. +/- .47 acre parcel

Zoning Map



ZC-5-21 Zone Change from R-12 to R-17
4th Street south of Neider Ave. +/- .47 acre parcel

Proposed R-17 Zoning District:

- Intended as a medium/high density residential district that permits a mix of housing types.
- Permits single-family, duplex, and multi-family housing.
- This district is for establishment in those areas that are not suitable for lower density residential due to proximity to more intense types of land use.
- Appropriate as a transition between low density residential and commercial districts, or as a buffer between arterial streets and low-density residential districts.



ZC-5-21 Zone Change from R-12 to R-17
4th Street south of Neider Ave. +/- .47 acre parcel

The following is a list of the Principal uses that are permitted in the R-17 district:

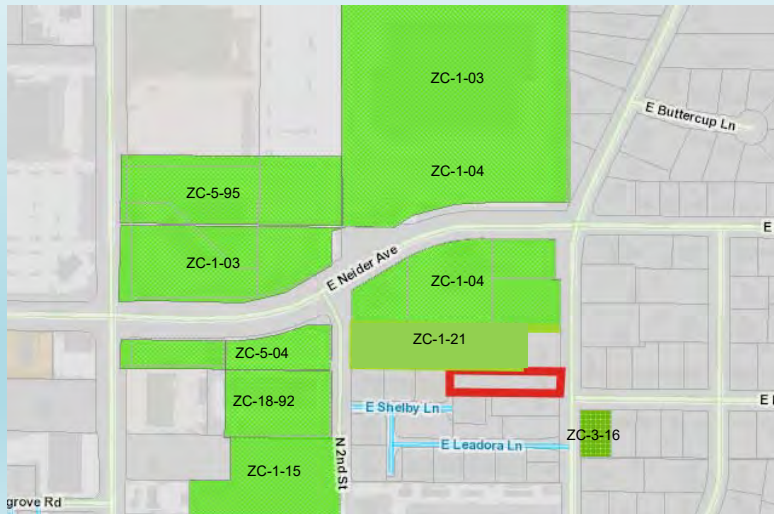
- Single Family Housing.
- Duplex Housing.
- Child Care Facility.
- Community Education.
- Home Occupations
- Essential Services.
- Civic Administrative Offices.
- *Multi-Family Housing.*
- Neighborhood Recreation.
- Public Recreation.

See R-17 District information on pages 14 & 15 of the staff report



ZC-5-21 Zone Change from R-12 to R-17
4th Street south of Neider Ave. +/- .47 acre parcel

Zone Changes - Map



ZC-5-21 Zone Change from R-12 to R-17
4th Street south of Neider Ave. +/- .47 acre parcel

DECISION POINT: Zone Change

Provide a decision regarding the proposed zone change from R-12 to R-17 on approximately .47 acres.



ZC-5-21 Zone Change from R-12 to R-17
4th Street south of Neider Ave. +/- .47 acre parcel

ACTION ALTERNATIVES:

The City Council will need to consider this request and make appropriate findings to:

- Approve
- Deny
- Deny without prejudice.



Location Map



Aerial Photo



ORDINANCE NO. _____
COUNCIL BILL NO. 21-1019

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-12 TO R-17, SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: +/- 0.47 ACRE PARCEL OFF OF 4TH STREET SOUTH OF NEIDER AVENUE LOCATED AT 3221 N. 4TH STREET; 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 East half of the North half of Tract 14 of Thomas Addition to Coeur d'Alene, Idaho, according to the official plat thereof, filed I Book C of Plats at Page(s) 4, records of Kootenai County, Idaho EXCEPTING THEREFROM the East 5.00 feet of the North half of lot 14, as shown on the Plat of Thomas Addition, according to the official plat thereof, filed in Book C of Plats at Page(s) 4, records of Kootenai County, Idaho and commonly known as 3221 N. 4th.

is hereby changed and rezoned from R-12 (Residential at 12 units/acre) to R-17 (Residential at 17 units/acre).

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 official Zoning Map of the City of Coeur d'Alene, and shall make an electronic copy available on the City's website.

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 August 17, 2021.

APPROVED this 17th day of August 2021.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Zone Change – ZC-5-21
3221 N. 4th Street

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-12 TO R-17, SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: +/- 0.47 ACRE PARCEL OFF OF 4TH STREET SOUTH OF NEIDER AVENUE LOCATED AT 3221 N. 4TH STREET; 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, Randall R. Adams, am a Chief Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Zone Change – ZC-5-21 at 3221 N. 4th Street, 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 17th day of August, 2021.

Randall R. Adams, Chief Civil Deputy City Attorney