

**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 standard of 6' within the physical meeting room. Therefore, we are still encouraging the public to participate electronically. While participating electronically the public comments will be taken during that section of the meeting by indicating a raised hand through the Zoom meeting application. Public comments will not be acknowledged during any other time in the meeting. Additionally, you may provide written public comments to the City Clerk at [renata@cidaid.org](mailto:renata@cidaid.org) any time prior to 4:00 p.m. the day of the meeting.*

*The meeting will be aired on Zoom meeting network with the following options: <https://zoom.us/j/94769910634> Password: 522103 or Dial: US: +1 346 248 7799 or +1 646 518 9805 or 877 853 5257 (Toll Free) or 888 475 4499 (Toll Free)*

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

**October 6, 2020: 6:00 p.m.**

**A. CALL TO ORDER/ROLL CALL**

**B. INVOCATION:** Pastor Jeff Smith with the Northwest Family Church (PF)

**C. PLEDGE OF ALLEGIANCE:**

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

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

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

**F. ANNOUNCEMENTS:**

- 1. City Council**
- 2. Mayor – Appointment – John Bruning, Denise Jeska, and Mike Fuller to the Pedestrian & Bicycle Advisory Committee, and Kim Torgerson to the Childcare Commission.**

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

1. Approval of Council Minutes for the September 15, 2020 Council Meetings.
2. Approval of General Services/Public Works Subcommittee Minutes for the September 21, 2020.
3. Approval of Bills as Submitted.
4. Cemetery Lot Repurchase from Sandra Kay; Lot 7, Block 46, Section E of Forest Cemetery
5. Cemetery Lot Repurchase from Paulette Gaffney; Lots 16B, 16C, Block 39, Section G, Forest Cemetery
6. Approval of SS-20-09 – Cash Cow Place Final Plat

**As Recommended by the City Engineer**

**7. Resolution No. 20-052 -**

- a. Approval of the destruction of records from the Fire Department that are temporary and/or Semi-permeant dating from 1986-2014 and Municipal Services Department records that are semi-permanent and temporary in nature from 1998-2011.

**As Recommended by the City Clerk**

- b. Approval of Easement Agreements with David Knoll and Crescent Family Holdings Idaho, LLC for the construction of a stormwater swale between Neider Avenue and Seale Avenue.

**As Recommended by the City Engineer**

- c. Approval of the surplus of Police Department Canine “Pecco,” and transfer of ownership to the handler Amy Knisley.

**As Recommended by the General Services/Public Works Committee**

**H. GENERAL SERVICES/PUBLIC WORKS:**

1. **Resolution No. 20-053** - Approval of Amendment No. 1 to the agreement with Architects West., Inc. for design improvements for the Wastewater Treatment Operations building and a new sewer collections facility.

**Staff Report by: Mike Becker, Wastewater Project Coordinator**

**J. OTHER BUSINESS:**

1. Childcare Temporary License and Municipal Code Amendment to 5.68.030 (1).

**Staff Report by: Kelley Setters, Deputy City Clerk**

- a. **Resolution No. 20-054** - Approval of a temporary Childcare License program for a 12-week permit.
  - b. **CB 20-1014** - Amendment to Municipal Code Section 5.68.030 (1) to allow for an option of scheduling the outdoor play area in shifts to accommodate a larger in-door space that can not meet the required outdoor play area.
2. **Resolution No. 20-055** - Approval of an Agreement with ignite cda for financing the construction of Lacrosse Avenue Improvements.

**Staff Report by: Chris Bosley, City Engineer**

3. **Council Bill No. 20-1015** - Creating a New Chapter to the Coeur d'Alene Municipal code as Chapter 15.40 entitled Ground Disturbance.

**Staff Report by: Chris Bosley, City Engineer**

4. **Council Bill No. 20-1016** - Wastewater Sewer Revenue Bond Issuance and Sale in the Principal amount of \$20,500,000.

**Staff Report by: Mike Anderson, Wastewater Superintendent**

**J. RECESS** - October 7, 2020 at 11:00 a.m. in the Library Community Room, located at 702 E. Front Avenue for a workshop with the Planning Commission regarding Envision Coeur d'Alene, Comprehensive Plan Update.

*This meeting is aired live on CDA TV Spectrum Cable Channel 1301  
and on Facebook live through the City's Facebook page.*



# Coeur d'Alene

## CITY COUNCIL MEETING

*October 6, 2020*

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



# ANNOUNCEMENTS



# Memo to Council

DATE: September 23, 2020

RE: Appointments to Boards/Commissions/Committees

The following reappointments are presented for your consideration for the October 6th Council Meeting:

JOHN BRUNING

Pedestrian & Bicycle Advisory Committee

DENISE JESKA

Pedestrian & Bicycle Advisory Committee

MIKE FULLER

Pedestrian & Bicycle Advisory Committee

KIM TORGERSON

Childcare Commission

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

Sincerely,

Amy Ferguson  
Executive Assistant

cc: Renata McLeod, Municipal Services Director  
Monte McCully, Ped/Bike Committee Liaison  
Kelley Setters, Childcare Commission Liaison





# CONSENT CALENDAR



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

September 15, 2020

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room September 15, 2020 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

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

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

**INVOCATION:** Pastor Mike Rima with Lake City Community Church provided the invocation.

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

**PUBLIC COMMENTS:**

Elaine Price, Coeur d'Alene, wanted to express full support of the agenda item moving the employment status of the Police and Fire Chief to an appointed position. She felt it would be important to show our commitment and support to these two positions.

**COUNCIL COMMENTS:**

Mayor Widmyer requested confirmation of the appointment of Sandy Emerson, Walter Burns, and Courtney Beebe to the Historic Preservation Commission; Steve Peterson and Ann Melbourn to the Parking Commission and Susie Freligh to the Childcare Commission.

**DISCUSSION:** Councilmember English expressed appreciation for people willing to serve.

**MOTION:** Motion by Evans, seconded by Miller, to appoint Sandy Emerson, Walter Burns, and Courtney Beebe to the Historic Preservation Commission; Steve Peterson and Ann Melbourn to the Parking Commission; and Susie Freligh to the Childcare Commission. **Motion carried.**

**CONSENT CALENDAR:**

1. Approval of Council Minutes for the September 1, 2020 Council Meeting.
2. Approval of Bills as Submitted.
3. Approval of Financial Report.
4. Setting of General Services/Public Works Committee meeting for Monday, September 21, 2020 at 12:00 noon.
5. Setting of public hearings for October 20, 2020
  - a. Quasi-judicial - ZC-4-20 - A proposed zone change from R-8 to R-17; at 3520 N. 15TH - Applicant: Northwest Solutions Investment Group, LLC
  - b. Quasi-judicial -ZC-5-20- A proposed zone change from MH-8 to R-17 at 2926 N. Howard Street- Applicant: Howard, LLC
6. **Resolution No. 20-050** - A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE FOLLWING: A QUIT CLAIM DEED FROM KOOTENAI COUNTY FOR A SECTION OF ALLEY BEHIND 1141 N. THIRD STREET; A WATER LINE EASEMENT ACROSS 1234 APPLEWAY WITH REACH AMERICA; A SEWER LINE EASEMENT ACROSS 1234 APPLEWAY WITH REACH AMERICA; AND A STATE/LOCAL AGREEMENT WITH THE IDAHO TRANSPORTATION DEPARTMENT (ITD) FOR CONSTRUCTION OF THE SHERMAN AND LAKESIDE AVENUE SIGNAL

**MOTION:** Motion by McEvers, seconded by Gookin, to approve the Consent Calendar as presented, including **Resolution No. 20-050**.

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

**APPROVAL OF THE ELIMINATION OF ON-STREET PARKING ON HANLEY AVENUE BETWEEN COURCELLES PARKWAY AND RAMSEY ROAD.**

**STAFF REPORT:** City Engineer Chris Bosley explained that Hanley Avenue was originally built to a section width that allows for on-street parking. Historically, the parking was used only for a few nearby apartment residents and for sporting events in which drivers opted to park along the curb, rather than in the provided parking lots. With the recent construction of additional apartment units in the area, the Streets & Engineering Department have answered daily phone calls about parking causing sight distance issues and safety concerns. The City Planning Department confirmed that parking requirements were met by the apartment developments, so no on-street parking is needed for them. Additionally, Hanley Avenue is a primary snow route which does not use gated plows for carrying snow around parked vehicles. Winter snow removal operations are expected to be rather challenging with parked vehicles present. Currently, this is the only section of Hanley Avenue that allows on-street parking. Lastly, as identified in the Trails & Bikeways Master Plan, Hanley Avenue is planned for on-street bike lanes. Currently, this 1/3 mile section of Hanley Avenue is the only section lacking bike lanes in its entire length, including through the city of Dalton Gardens, for a total length of 3.5 miles. Removal of parking and installing an on-street bike lane will reduce safety concerns, improve snow plowing operations, and complete a critical piece of the Trails & Bikeways Master Plan.

**DISCUSSION:** Councilmember Miller asked who the people might be that are parking on the street. Mr. Bosley said that he believes the cars belong to the people who live in the apartments based on the fact that the apartments to the west have plenty of parking, yet there are still several cars parked on the street for convenience of getting the vehicle in and out of the complex. It seems easier to park on street and have a straight shot to their apartment. Councilmember Miller asked if the queue line for the school pickup be allowed or prohibited. Mr. Bosley noted that he has not talked to the school about their preference, and often the schools have a drop off/pick up system that they want parents to follow. He commented that he will check in with the school and sign it the street accordingly. Councilmember Evans noted that she has spent time at the field for sporting events and once the parking lot is full cars are pushed to the street and it is not safe. She thanked Mr. Bosley for coordination amongst the departments. Councilmember English noted that he drives by that location several times a day and the area is very congested as the apartment residents are using both sides of the street rather than driving through the apartment complex parking lot. He commented that parking on both sides of the street does cause a narrowing of the drive lanes. Councilmember Gookin asked for clarification of signs, enforcement, and staff costs. Mr. Bosley noted that one suggestion is to stripe the bike lane to prohibit parking, coupled with signage, to clarify no parking within a bike lane. It often takes several days to reach compliance. He clarified that the signage cost is minimum, at approximately \$200.00, and noted that the Street Department will already be in the area striping streets, so the amount of paint used will be minor and will be coordinated with crews already in the area. Councilmember McEvers commented that he does not like losing parking; however, he has driven the area and agrees it is scary to drive and he is supportive of the removal of on-street parking at that location. Councilmember Wood noted her appreciation for coordination with departments.

**MOTION:** Motion by Evans, seconded by English, to approve the elimination of on-street parking on Hanley Avenue between Courcelles Parkway and Ramsey Road. **Motion carried.**

**APPROVAL TO CHANGE THE EMPLOYMENT STATUS OF THE CITY POLICE CHIEF AND FIRE CHIEF FROM AT-WILL TO APPOINTED AND DIRECT STAFF TO MOVE FORWARD WITH THE PERSONNEL RULE AMENDMENT PROCESS.**

**STAFF REPORT:** Councilmember Gookin explained that both the Police Chief and Fire Chief are highly visible public employees. As public safety officials, their actions play a direct role in citizens' lives and they are frequently interviewed by the media. Their jobs involve more than administrative work, and in many ways they take on the role of a public information officer. As high-profile officials, the Police Chief and Fire Chief must be afforded the same level of protection as City Clerk, City Attorney, City Treasurer, and City Administrator and he believes the city's personnel rules should be updated. The classification of appointed officers should be updated to include Police Chief and Fire Chief, and their designations as at-will employees should be removed. The hiring and dismissal of the City of Coeur d'Alene Police Chief and Fire Chief should be approved by majority vote of the City Council, in the same manner as the hiring and dismissal of the City Administrator, as these actions tend to make news. Therefore, he recommends the Council should restore those positions as appointed. He noted that the Police Association and Fire Union have provided their support.

**DISCUSSION:** Councilmember Miller said that the State statute does note the three positions as appointed, and the City Administrator position was added to the City code in 1976. She noted that she has talked to previous employees and elected officials and they do not support the move. The Executive Session rules allow Council to discuss personnel issues in private; therefore, there is already a process in place that covers the Council involvement in dismissal of employees. She noted that it would be hard to believe that a Mayor or City Administrator would take such action without consulting the Council. Therefore, she questioned the necessity of the action, yet agrees they are high profile positions that are trained to do interact with the media and are expected to do so. Additionally, many of the department heads would be in a high-profile position if something were to go wrong in their departments. Some of her other concerns include the depth of Council's role in personnel matters, such as budget discussion regarding the leveling of positions, and management of staff. She noted that it is not a council's role to manage staff and if they go against employee bargaining agreements and do not following leveling it can cause more issues. She commented that the Mayor is very opinionated and they have a strong Police Chief and dedicated councilmembers that are outspoken and passionate about the subject. However, the Council will not always agree on things. Councilmember Miller said she feels that creating codes around that would not be good government as they already have a process in place. Councilmember English noted that he is very supportive of bargaining units and by default anything that alters agreements/terms he would take a cautious look at and he believes it is a legitimate topic to get out on the table. However, he commented that he believes that there had to be strong reasons to change the status in the past and that it might be worthwhile to discuss during the next contract negotiations. Councilmember Wood commented that she is not moving forward with policy changes, not based on personality issues. She noted that she worked for the City for 26 years and now sits as a Councilmember and, based on her history, she can only think of a few times when the Police and Fire agreed on a personnel change. In the 1990's, the Council wanted to abolish collective bargaining and the Police Association and Fire Union worked together to get it on the ballot and voters voted in favor of that time. She commented that she feels the reason for the request is to have the ability for the elected body to weigh in on important decisions about those two public positions, and that all department heads should be under some sort of contract. She noted the national issues regarding public safety terminations based on a number of things, and commented that the more collective bodies involved in those decisions the better. She further said that the Mayor has been good about including the Council in Executive Session, but this is not about the Mayor. Councilmember Wood said that she supports police and fire and thanked Councilmember Gookin for bringing it forward.

Councilmember Evans asked if the Police Association and Fire Union requested that it be brought forward or did Councilmembers go to them seeking letters of support. Councilmember Wood clarified that Councilmember Gookin requested letters from them. Councilmember McEvers noted his supportive of collective bargaining and in the past when it changed, the idea was department heads being on the same level and providing teamwork around the Executive Team table. His memory was that everyone participated and helped each other and that has changed and many of the long-term department heads have left, but the spirit was they are equal. He commented that he has a hard time putting police and fire above sewer or water because it is just as important if you can't brush your teeth or flush. He expressed concern that it would be divisive. He noted the support Council has given public safety over the years with good raises and the best of everything, and it feels like they want more. Councilmember McEvers

commented that the Association and Union input should not carry as much weight as the elected officials. He doesn't support the request as it makes two department heads more special than the rest of the department heads and he does not think there is a problem to solve. Councilmember Gookin clarified that he has no skin in the game, but thinks it's the right thing to do. He agreed that going back to the contracts for department heads might make sense because Council would then be involved. He referenced a department head firing a few years ago and noted that the Council was not informed, nor told why. In 2015, the Council voted away their own oversight. He clarified that it is not an ordinance but, rather, a request to change a personnel rule. Councilmember Gookin clarified that the Council is not supposed to be involved in personnel issues and that they are not management and should set policy, and personnel items should be handled at the managerial level. He clarified that the employment groups support the, and it does not modify their contracts. This request is trying to give Council a chance to take back authority they had at one time. He clarified that department heads do not have an appeal process, but their subordinate employees do. Councilmember Miller commented that she would like to move forward with the discussion in order to get more staff input, possibly during the next contract negotiations.

**MOTION:** Motion by Wood, seconded by Gookin, to approve the change of the employment status of the City Police Chief and Fire Chief from at-will to appointed and direct staff to move forward with the personnel rule amendment process. **Motion failed with Gookin and Wood voting in the affirmative.**

**APPROVAL AND AUTHORIZATION TO ACCEPT THE STEP (SELECTIVE TRAFFIC ENFORCEMENT PROGRAM) GRANT FROM THE IDAHO OFFICE OF HIGHWAY SAFETY IN THE AMOUNT OF \$96,000**

**STAFF REPORT:** Captain Hagar noted that the Police Department currently has four officers permanently assigned to the traffic team. Although their agency does a great job with traffic enforcement and education, they still had nearly 800 total crashes last year and fielded numerous complaints about traffic issues. In an effort to make the streets safer, the Coeur d'Alene Police Department is requesting to take part in the Office of Highway Safety's Selective Traffic Enforcement Program (STEP) to add one officer to the Traffic unit. The grant is part of an effort to make the roadways safer through an education and enforcement-based focus on impaired drivers, distracted drivers and traffic collision reduction. The new traffic officer position would be filled by a current patrol officer, and then the Police Department will hire a new employee to fill the vacant officer position. The Police Department currently has four dedicated traffic personnel: Two officers who focus on impaired driving and two general traffic safety-focused officers. The addition of one officer will allow the Department to more effectively deal with traffic related issues, particularly those surrounding complaints, preventable crashes, and areas in need of additional emphasis. The grant funds 75% of an officer's wages and benefits, and some related equipment. The total grant allocation is estimated to be approximately \$96,000. The City's portion is estimated to be approximately \$24,000. The City would receive approximately 50% of the employee's wages and benefits in year two, and 25% in year three. The grant must be accepted or declined by October 1, 2020. The grant also provides for the purchase of a LIDAR speed device, two training conferences, and approximately \$7,500 in anticipated court overtime.



**DISCUSSION:** Councilmember McEvers asked if the position would be specific to crash prevention. Captain Hagar clarified that the grant does not have a specific constraint, which will allow them to change the focus as needed.

**MOTION:** Motion by Miller, seconded by Evans, to approve and authorize the acceptance of the STEP (Selective Traffic Enforcement Program) Grant from the Idaho Office of Highway Safety in the amount of \$96,000. **Motion carried.**

### **RESOLUTION NO. 20-051**

**A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE FIRE DEPARTMENT TO EXPEND UP TO \$335,000.00 FROM DEVELOPMENT IMPACT FEES AND APPROVING A CONTRACT WITH VERDIS CONSTRUCTION FOR CONSTRUCTION OF A CAPITAL IMPROVEMENT PROJECT KNOWN AS THE FIRE BOAT GARAGE (STATION #5).**

**STAFF REPORT:** Fire Chief Gabriel noted that in June of this year, Council allowed the Fire Department to go to bid for a new Boat Garage (Station #5) at the Third Street Dock. The bids came in substantially higher than budgeted. Council then rejected all bids and allowed staff to negotiate directly with the lowest bidder, Verdis Construction. The Fire Department met with Verdis and have come to an agreement that will get the project done with available impact fees. The Fire Department is now asking for authority to spend up to \$335,000 from impact fees to cover the building of the station. Through negotiations and working with City staff, the City has a contract price from Verdis of \$273,061. The City will self-perform a part of the construction (electrical, security, and signage) which will save a substantial amount from the original bids.

**DISCUSSION:** Councilmember McEvers asked if \$335,000 would have covered the original bid amount. Chief Gabriel noted that the original low bid was \$372,000, so they would not have been able to cover the difference. Councilmember Gookin clarified that there is still a cost to use City employees and questioned what that cost is estimated to be. Chief Gabriel noted that they have agreed to work around the City electrician's schedule; however, they don't know what is needed to get power from the Harbor House to the end of the dock. Councilmember Gookin requested confirmation that the difference of \$62,000 would not be used as a contingency. Chief Gabriel confirmed it would not be used for non-essential items. Councilmember Miller asked if there was a date by which the fire boat needs to be removed from its current location. Chief Gabriel responded that the County has been great to work with and are helping them out by being flexible.

**MOTION:** Motion by Gookin, seconded by McEvers to approve **Resolution No. 20-051**, providing spending authority to the Fire Department of \$335,000 from Impact Fees and Approval of the Agreement with Verdis Construction for Fire Station #5.

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

**APPROVAL AND AUTHORIZATION FOR STAFF TO ENTER INTO CONTRACT NEGOTIATION WITH UNITED WAY OF NORTH IDAHO FOR A CDBG-CV FUNDS FOR A COVID CRISIS CHILDCARE SCHOLARSHIP PROGRAM FOR LOW-MODERATE INCOME FAMILIES IN THE AMOUNT OF \$15,000.**

**STAFF REPORT:** CDBG Specialist Chelsea Nesbit said that 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 received \$199,675 in FY20 CDBG-CV funding. She noted that United Way of North Idaho is requesting funding to expand their existing scholarship program. Currently, ALICE (Asset Limited, Income Constrained, Employed) family child care scholarships provide assistance to families earning up to 100% Area Median Income and living in the five northern counties. Families must be employed or enrolled in school, and above the income limit or ineligible for the Idaho Child Care Assistance Program. The scholarship is intended to bridge the "benefits cliff" between public assistance programs and financial stability. CDBG-CV funds will augment assistance available to families as they recover from income and educational disruptions as a result of COVID-19 and increase the existing child care scholarship program by 54%. United Way of North Idaho would supplement the \$15,000 in CDBG-CV funds with grants and fundraising in the amount of \$8,956, bringing the scholarship program amount to \$23,956. Of that amount, \$1,500 would be used to administer the scholarship program, which equates to 10%. The CDBG-CV funds would pay for 62% of the scholarship program. United Way of North Idaho has the capacity to administer and market the scholarship program. With \$15,000, it is estimated that 10-15 families in Coeur d'Alene will directly benefit from scholarships. Secondary beneficiaries are child care providers receiving tuition supplements, and employers whose personnel can return to or maintain employment by retaining reliable child care. The total dollar amount of approved grants so far is \$86,365.92. There is \$113,309 remaining in the CDBG-CV grant fund. It was recommended at the May 19, 2020 meeting that \$80,000 be held back to provide assistance during the fall and winter when community members may be impacted the most. Staff is recommending funding for United Way of North Idaho in the amount of \$15,000 for the COVID Crisis Child Care Scholarship Program. There is currently \$33,308.08 available to spend this summer/fall on COVID-19-related needs that meet the HUD requirements for funding and an additional \$80,000 would be available to spend this fall and winter still leaving \$18,309.08 to spend without using the \$80,000 that is set aside for the fall/winter. Additionally, Ms. Nesbit noted that HUD has allocated another \$247,000 in COVID funds that will be coming forward for acceptance soon.

**DISCUSSION:** Councilmember English commented that this is a great need for the community; however, it will only serve 10-15 families and may be a drop in the bucket. He wondered if they have more capacity, would they consider increasing the request. Ms. Nesbit said that they maybe be able to expand after the start of the program and determining staff's capacity. Councilmember English said that he wanted to make sure they could quickly come back to Council with an additional request. Mayor Widmyer said that the alternate days of school will also impact the need for childcare. Councilmember Evans said that she would support the addition of more funds, if needed. She commented that it is a wonderful opportunity for LMI families in the area. Councilmember English asked about the priorities for the

additional funding. Ms. Nesbit noted that the agreed upon priorities are housing, food, childcare, and rental and emergency subsistence.

**MOTION:** Motion by Evans, seconded by McEvers to authorize staff to enter into contract negotiation with United Way of North Idaho for a CDBG-CV funds for a COVID Crisis Childcare Scholarship program for low-moderate income families in the amount of \$15,000.  
**Motion carried.**

**LEGISLATIVE PUBLIC HEARING FOR ZC-3-20; FOR PROPERTY LOCATED AT 647 E. BEST AVENUE; PROPOSING TO CHANGE ZONE FROM R-12 TO R-17; BY ROCK & ROBYN INVESTMENTS, LLC.**

**STAFF REPORT:** Associate Planner Tami Stroud presented the staff report, including a review of surrounding land use and zoning, Comprehensive Plan policies for consideration, physical characteristics, and neighborhood character. She noted that the subject property is located east of 4th Street between 6th Place and 7th Street along Best Avenue. The applicant has indicated that they would like to construct a multi-family structure on the site, which would allow up to four units. Planning Technician Jake Plagerman noted that the following findings will need to be determined: that this proposal (is) (is not) in conformance with the Comprehensive Plan; that public facilities and utilities (are) (are not) available and adequate for the proposed use; that the physical characteristics of the site (do) (do not) make it suitable for the request at this time; that the proposal (would) (would not) adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, (and) (or) existing land uses. Mr. Plagerman reviewed the findings and noted that they are adequate to meet the request with development requirements such as frontage improvement and site improvements due at the time of development.

**DISCUSSION:** Councilmember Gookin asked for a clarification regarding the category of Stable Established. Mr. Plagerman noted that the uses allowable within a Stable Established area are based on land use types around the property, which should be relatively close to what is already established in the area.

Mayor Widmyer opened public comments, and with none being heard public testimony was closed.

**MOTION:** Motion by McEvers, seconded by Miller to approve ZC-3-20; for property located at 647 E. Best Avenue; proposing to change zone from R-12 to R-17; by Rock & Robyn Investments, LLC. and to make the necessary Findings and Order.

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

**COUNCIL BILL NO. 20-1012**

**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 AND PLACING CERTAIN CONDITIONS UPON THE PROPERTY, SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: HAYCRAFT ESTATES, LT 2 BLK 1, COMMONLY KNOWN AS 647 E. BEST AVENUE; 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.

**MOTION:** Motion by McEvers, seconded by Miller, to dispense with the rule and read **Council Bill No. 20-1012** once by title only.

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

**MOTION:** Motion by McEvers, seconded by Miller, to adopt **Council Bill No. 20-1012**.

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

**LEGISLATIVE PUBLIC HEARING FOR FISCAL YEAR 2019-2020 ANNUAL APPROPRIATIONS ORDINANCE AMENDMENT FOR FISCAL YEAR BEGINNING OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020.**

**STAFF REPORT:** Comptroller Vonnie Jensen noted that 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. Each year, the City adopts an amendment or amendments to the Appropriation Ordinance. This year's budget amendment totals \$3.6 Million to the General Fund and a \$3.5 Million increase in the other funds, totaling \$7.1 Million. The budget amendment shows increases in expenditures due to carryovers of projects, state and federal grants received, the purchase of property on East Sherman, the transfer of \$1.4 Million to the City of Coeur d'Alene Employee Benefit Trust Fund, the Memorial Park Grandstand reconstruction and miscellaneous additional items. Additional revenues of \$1,625,715 are projected to be received in the General Fund to cover the increased expenses for the fiscal year. \$1,976,944 is coming from designated fund balance. Most of the unanticipated revenue during the fiscal year was received in the form of grants.

**DISCUSSION:** Councilmember Wood clarified that the Police Department is receiving a Sergeant position and it is not a luxury item. Councilmember Miller asked if the STEP grant expense noted in the amendment is different from the one that was just approved. Ms. Jensen confirmed it was a previous STEP grant and that the new one will be in next year's budget.

Mayor Widmyer opened public comments, and hearing none testimony was closed.

**MOTION:** Motion by Evans, seconded by Miller, to dispense with the rule and read **Council Bill No. 20-1013** once by title only.

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

**MOTION:** Motion by Evans, seconded by Miller, to adopt **Council Bill 20-1013.**

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

**COUNCIL BILL NO. 20-1013**

AN ORDINANCE AMENDING ORDINANCE 3641, THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019 APPROPRIATING THE SUM OF \$97,303,279 \$104,413,776, WHICH SUM INCLUDES ADDITIONAL MONIES RECEIVED BY THE CITY OF COEUR D'ALENE IN THE SUM OF \$7,110,497; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND PROVIDING AN EFFECTIVE DATE HEREOF.

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

Section 1

That Section 1 of Ordinance 3641, Ordinance of the City of Coeur d'Alene, be and the same is hereby amended to read as follows:

That the sum of \$97,303,279 \$104,413,776, be and the same is hereby appropriated to defray the necessary expenses and liabilities of the City of Coeur d'Alene, Kootenai County, Idaho, for the fiscal year beginning October 1, 2019.

Section 2

That Section 2 of Ordinance 3641; Ordinances of the City of Coeur d'Alene be and the same is hereby amended to read as follows:

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

**GENERAL FUND EXPENDITURES:**

Mayor and Council	\$	265,825	
Administration		216,721	
Finance Department		1,197,516	
Municipal Services		1,820,374	1,835,374
Human Resources		400,519	
Legal Department		1,291,857	1,352,557

Planning Department	973,288	
Building Maintenance	675,981	724,859
Police Department	15,974,160	16,200,448
Fire Department	10,575,497	10,955,247
General Government	125,750	2,702,500
Streets and Engineering	5,039,108	5,327,466
Parks Department	2,497,538	
Recreation Department	761,988	768,923
Building Inspection	963,810	
TOTAL GENERAL FUND EXPENDITURES:	<u>\$ 42,779,932</u>	<u>\$ 46,382,591</u>

SPECIAL REVENUE FUND EXPENDITURES:

Library Fund	\$ 1,785,766	\$ 1,864,166
Community Development Block Grant	597,467	797,142
Impact Fee Fund	360,000	683,267
Parks Capital Improvements	564,500	1,834,500
Annexation Fee Fund	99,000	
Cemetery Fund	369,627	
Cemetery Perpetual Care Fund	191,500	
Jewett House	28,853	
Reforestation/Street Trees/Community Canopy	111,000	
Public Art Funds	369,300	
TOTAL SPECIAL FUNDS:	<u>\$ 4,477,013</u>	<u>\$ 6,348,355</u>

ENTERPRISE FUND EXPENDITURES:

Street Lighting Fund	\$ 706,000	
Water Fund	14,621,311	
Wastewater Fund	16,672,037	17,751,037
Water Cap Fee Fund	3,900,000	
WWTP Cap Fees Fund	1,250,000	
Sanitation Fund	3,959,644	4,174,644
City Parking Fund	1,375,011	1,386,232
Drainage	1,821,546	
TOTAL ENTERPRISE EXPENDITURES:	<u>\$ 44,305,549</u>	<u>\$ 45,610,770</u>

FIDUCIARY FUNDS:

CAPITAL PROJECTS FUNDS:	\$ 3,250,041	
DEBT SERVICE FUNDS:	1,611,812	1,943,087
GRAND TOTAL OF ALL EXPENDITURES:	<u>\$ 97,303,279</u>	<u>\$ 104,413,776</u>

Section 3

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

Section 4

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

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

The meeting adjourned at 7:23 p.m.

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Steve Widmyer, Mayor

ATTEST:

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Renata McLeod, CMC  
City Clerk

**GENERAL SERVICES/PUBLIC WORKS COMMITTEE  
MINUTES  
September 21, 2020  
4:00 p.m., Library Community Room**

**COMMITTEE MEMBERS PRESENT**

Councilmember Woody McEvers  
Councilmember Dan Gookin  
Councilmember Kiki Miller

**STAFF PRESENT**

Dave Hagar, Police Captain  
Amy Ferguson, Executive Asst.  
Mike Anderson, WW Superintendent  
Troy Tymesen, City Administrator  
Tim Martin, Streets & Eng. Director  
Todd Feusier, Electrician  
Mike Becker, Capital Programs Mgr.  
Chris Bosley, City Engineer

**Item 1            APPROVAL OF POLICE DEPARTMENT CANINE SURPLUS  
Consent Calendar**

Dave Hagar, Police Captain, presented a request for Council approval of the Police Department to surplus K9 Pecco, a Narcotics Detention and Patrol Canine, and transfer ownership to his handler, Detective Amy Knisley, which would also include the residential kennel, harnesses, and toys purchased by the City.

Mr. Hagar explained in his staff report that K9 Pecco was trained as a “Patrol and Narcotics Detection Canine.” Pecco is a 9-year-old Belgian Malinois and the general age of retirement of a police K9 is 8 to 9 years depending on the health and performance of the dog.

In the Spring of 2020, K9 Pecco was diagnosed with a Floating Iris Cyst which continually grows and is currently obstructing the majority of his vision in his right eye. The veterinarian explained that, with the continual growth of the cyst, they could attempt surgery with an unknown outcome. In addition, Pecco suffers from arthritis in his spinal cord which causes him discomfort and may cause pain. Based on Pecco’s age and current physical condition, it is recommended that K9 Pecco be retired from service duty. The retirement of K9 Pecco will also prevent additional medical costs incurred by the City which may occur due to future injury or other medical conditions.

Due to the unique and emotional bond between a canine and handler, the Police Department recommends that K9 Pecco be retired from service and ownership transferred to Detective Amy Knisley for no monetary exchange after Detective Knisley waives any liability and releases the city of Coeur d’Alene from any and all liability or responsibility for the canine.

Captain Hagar commented that, technically, K9 Pecco is City property. He noted that the K9 has made some wonderful captures and drug finds. They are planning a ceremony with pictures/videos.

Councilmember Miller expressed her appreciation to Detective Knisley and noted that it is above and beyond duty to accept responsibility for the K9. She further commented that those dogs can’t really be surplused to the general public as they are specifically and highly trained.

Councilmember Miller asked if there was a replacement budget planned for another dog, and how the retirement would affect the work that K9 Pecco was doing. Captain Hagan said that in 2014 or 2015, one



of the local churches in Coeur d'Alene liquidated their assets and a sizeable donation was made in the name of a new canine. The donation has been sitting on the books until such time as they needed it. Captain Hagar noted that new police canines are about \$15-20,000, and are normally imported from and trained in Europe. They would not be seeing any costs to the general or operating funds, and should be able to cover ongoing costs. There will be some time needed in regard to testing for a new officer and sending the handler to acquire the dog, including six weeks of patrol training and an additional four weeks of narcotic training. It will be 4 to 5 months before the team is ready to hit the street.

Councilmember McEvers asked if Detective Knisley would remain a handler. Captain Hagar responded that she could have stayed a handler, but she would like to move to another area in the department. He noted that 6 ½ years is a long time to be with a dog, and your days off are not really your days off as there is a lot of responsibility.

Councilmember McEvers asked what the normal length of service is. Captain Hagar responded that it is usually anywhere from 5 to 8 years, depending on what the dog has been through.

**MOTION: Motion by Miller, seconded by McEvers, to approve the request of the Police Department to surplus K9 Pecco and transfer ownership to his handler, Detective Amy Knisley, together with the residential kennel, harnesses, and toys purchased by the City. Motion carried.**

**Item 2            APPROVAL OF ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT WITH ARCHITECTS WEST, INC., FOR DESIGN IMPROVEMENTS FOR THE WASTEWATER TREATMENT OPERATIONS BUILDING AND A NEW SEWER COLLECTIONS FACILITY**

**Agenda**

Mike Becker, Capital Programs Manager, Wastewater Department, presented a request for Council authorization of an Addendum to the Professional Services Agreement with Architects West, Inc. for Design Improvements at the Advance Wastewater Treatment Plant (AWTP) and for design of a new Sewer Collections Building at an additional cost of \$29,587.

Mr. Becker explained in his staff report that the existing Wastewater Treatment Operations Building (Building "A") was originally constructed in 1972, and was designed to facilitate a treatment plan one-fourth the size it is today. AWTP operations have clearly outgrown the building. On June 18, 2019, the City executed a Professional Services Agreement with Architect's West, Inc. for designing the renovations to Building "A." The work was scheduled for some time in FY 2020-21.

Architect West's Building Condition Assessment and Assessment Programming determined that Building "A" would need to be increased a minimum of 6,430 square feet. Because of the existing building's limited footprint, conceptually this meant essentially creating a 2-story building with an unfinished basement at an estimated cost of \$2.3 million. Staff budgeted accordingly. Then COVID 19 occurred, pausing the progression of the project and giving staff an opportunity to consider other options.

After much study, staff concluded that building a new Sewer Collections Facility next to the Compost Facility and modifying the existing Collections Building (Building "B") to be used as the Wastewater Treatment Operations Building was a viable option. Under this option, Building "A" would be abandoned and slated for demolition at a later date. The new plan would likely cost about the same as the original plan, but would offer O&M savings and other long-term benefits to the City. Staff requested Architect's West to provide its costs for the change in conditions and additional services required for the

new plan. Since the City is modifying the scope of services under an existing contract, this decision point is for an addendum to the existing Professional Services Agreement.

Mr. Becker noted that the existing Collections Building is a 140 x 62 foot building that has the potential for expansion as the City continues to grow. They had a project review on the location with positive results back from staff.

Mr. Becker discussed the benefits of a new building, which would be that the collections crew would be centrally located, they would have the ability to increase the office space at the new location, as well as to create an environmentally safe building, and a heated shop for storage and vehicles. It would also encourage and reduce travel and response time of the collections crew. Mr. Becker noted that the demolition of the Operations Building would free up space for the next influent upgrade project. The demolition frees up space for next influent upgrade project.

Mr. Becker commented that the project has similar costs as before, and they were already planning on a two-year project.

Councilmember McEvers asked what would happen with the garage shop that collections are located in now, and would the City be paying the architect to design that. Mr. Becker said they have laid out the concept drawings based on the architect's square footages that were provided, along with staff comments, but, basically, they will hand the architect what they want and the architect will make it happen. They will be able to salvage some of the equipment, such as the large doors, and take them to the new building. Some other advantages are that there are already fiber optics going into the building. If they went with the original plan, they would have to set up a trailer for the crews to operate out of, as well as run fiber optic to the trailer temporarily.

Councilmember McEvers asked if the adjustment in the architect contract covers the remodel and the new building. Mr. Becker confirmed that it would, along with some geotech. He also noted that they do the digging themselves, it will knock about \$3,500 off of the cost.

Councilmember Miller asked if the cost for the facility would still come in around \$2.3 Million. Mr. Becker said that it actually came in \$2,000 over that. Councilmember Miller commented that she appreciates that they are in a footprint that is not changeable where the plant currently is, so being able to plan ahead for growth and expansion without finding new land is important. She further noted that during COVID, a lot of business owners she has talked to have retooled how people are working, and asked if that had been addressed. Mr. Becker confirmed that they have addressed it, and that admin staff has been employing the concept of working from home as well as periodically working similar to shifts at the plant. With operations, it is a little bit different in that it still requires the same amount of staff. Mr. Becker noted that collections spends the majority of their time out in the streets.

Mr. Becker commented that the original building that was built in 1972 was for a plant one-quarter the size that they are right now. They are packed in there, and so any space that they can give the crew would be greatly appreciated. He further noted that the 6,400 square feet was based on where they are today, where they think they will be in the future, and "what if" scenarios.

**MOTION: No Motion. The item was placed on the Council Meeting Agenda.**

**Item 3                   PRESENTATION: WASTEWATER TERTIARY SRF LOAN FUNDING**  
**No Motion**

Mike Anderson, Wastewater Superintendent, said that the wastewater treatment plant had some requirements which were put forth in their discharge permit and, as a result, looked into it and found the option of tertiary treatment, which turned out to be very good. They were able to utilize existing equipment for a cost of about \$20 Million, and had originally thought they were going to have to spend \$38 Million. They were able to get a loan through the Idaho DEQ State Revolving Fund, which offers a low interest 2.75% interest loan over the next 20 years. Mr. Anderson noted that at the time that the project is done and the paperwork completed, they need to issue a bond for the loan, which will be coming forward to Council in two weeks, with a request for a supplemental ordinance for bonds.

Mr. Anderson said that in 2015 the Council agreed to move forward with the loan. The \$20 Million went toward installing membranes, adding some primary and secondary clarification, and adding some redundancies. In 2018, they came forward with a request for a \$500,000 amendment to pay for an overhead bridge crane used to service the membranes. The project has been working out great and they have hit all of their marks that they were required to hit. They have been not only able to meet the discharge requirements, but now have also had some planning time to meet intermediate requirements.

Mr. Anderson said that there are a lot of benefits to the low interest loan, including using American iron and steel, and following disabled business requirements, which were beneficial to the community.

Mr. Anderson explained that, as part of the loan agreement, at the finalization of the project, the City is required to issue a bond, or promissory note, to say that they will pay for the loan. Councilmember McEvers asked if the rate increases are worked into that. Mr. Anderson responded that their last rate analysis took it into consideration.

Councilmember McEvers asked if the City has a discharge permit. Mr. Anderson said it expired almost a year ago, but has been administratively extended right now due to the transition from the EPA to the State.

Councilmember Mill asked about Section 5, Item D in the Addendum, and the triggering of an audit of some type. Mr. Tymesen explained that it is the special audit that the City does annually. It wouldn't be an additional expense because they anticipate it every year. He noted that it was common language in the contract.

Councilmember Miller asked if the 2.75% was amortized, if it was a fixed rate, and if there are any prepayment penalties. Mr. Tymesen confirmed that it is a 20-year fixed rate, fully amortized, with no prepayment penalties. He commented that it is definitely a favorable loan for the City.

Councilmember McEvers encouraged Mr. Becker to provide a historical perspective when presenting the information to the Council.

**Item 4                   PRESENTATION: STREETS & ENGINEERING DEPARTMENT**  
**No Motion**

Councilmember McEvers mentioned that Mr. Martin is retiring from the Street Department.

Mr. Martin said that his team is exceptional in what they do, and they lead a lot of departments around the country in "firsts." He discussed the mission of the Streets & Engineering Department, and noted that

their motto is “Can do – will do.” and “Come to the Rescue.” He noted that everyone in the department embraces that motto.

The Department has seven divisions, and 36 full-time employees, but they are all one team.

The Engineering division liaisons is part of, or liaisons to the project reviews, plan reviews, inspections, traffic encroachment permits, signage, Ped/Bike Committee, the sidewalk reimbursement program, and vacation requests.

Mr. Martin mentioned previous projects, including the Ironwood/Emma/Medina corridor, the Seltice Way corridor, Kathleen Avenue widening, Government Way, the Northwest Boulevard Signal Corridor, and the Industrial Way signal. Present projects include the Atlas Mill site, and the Health Corridor traffic study. Future projects include Lacrosse Avenue.

In regard to Stormwater management, Mr. Martin noted that Chris Bosley and Kim Harrington have done an incredible job. Stormwater management has come a long way in the last 15 years. The utility manages the permit system, public education, maintenance of the conveyance system, repair of infrastructure, and utility locates. They were able to get a permit from ITD and are putting together a project where they can eliminate an outfall, and will probably start working on that this fall and spring. The utility also manages the “Adopt a Street” litter program. The program has over 250 volunteers. They have done a lot of curb and gutter work, so there are not nearly as many shoulders around town, but it is a still a very good program and it works well.

In regard to pavement maintenance, they average about 1,500 tons of asphalt every late spring through early fall. In the last few years, they have been really working to put a chip seal program together to get into some of the residential areas. Mr. Martin noted that there are over 550 center lane miles in town and it is hard to be everywhere at once. They have probably gotten a tenth of the residential areas chip sealed in the last three years.

In regard to signals, the department plans, installs, maintains 46 traffic signals, and city-owned street lights, in addition to providing locates. Mr. Martin commented that there is probably nobody in the Northwest that knows as much about signals as former electrician, and the next Streets & Engineering Director, Todd Feusier, and it is now their challenge to replace him. They are actively looking to recruit someone for the electrician position. Mr. Martin noted that over the years they have signed agreements with ITD where they manage the ITD corridor lights. Every year they are replacing some of those bulbs with LED bulbs.

In regard to pavement markings and center-line striping, Mr. Martin said that the City has 179 intersections with crosswalks, 527 center line miles, 38 city-owned parking lots, and 2,602 parking stalls. He noted that they are pretty much done for the season.

In regard to the ADA Compliance Program, Mr. Martin said that 6,300 linear feet are brought into compliance yearly. They have expanded the program and are currently working on Front Avenue and have a couple of others doing intersections on 4<sup>th</sup> Street.

The department has four mechanics and a shop foreman, who manage over 450 vehicles, including emergency services. Mr. Martin noted that Steve Wolf and his crew do a phenomenal job.

Some special projects that the department has worked on are skateboard park drainage, East Sherman, the floodworks, levee repair, art (install, relocate), special event signage, traffic control and support, and the fire trail on Tubbs Hill.

Mr. Martin noted that there weren't many special events this year due to COVID, but they still had a couple of requests from the PD for street closures, etc.

Mr. Martin next talked about Streets/Engineering special programs. He noted that he has been with the City for 34 years and Leaf-fest has occurred every year. They collected 1,700 tons of leaves annually, followed by a city-wide sweep. They are taking the leaves out to the airport and spreading them to enrich the soil out there in partnership with Kootenai County and the airport. The department also assists with tree removal after windstorms, and snow plowing. Mr. Martin said that winter is about 10% of their budget, but 90 percent of who they are and that people judge them by how they respond in the winter months. Over the years the department has won many awards on customer-focused, friendly plowing. The snow gate program was started in 1999 and they have used them ever since. Mr. Martin said that on a 10-year average, they average 8 City-wide plows, 13 arterial plows, 65,000 driveway gates, and 6,300 lane miles, with an average 29.5 hours to complete.

In regard to strengths, Mr. Martin said that the department strengths are longevity, creativeness, and the ability to adapt. Challenges include growth, long-term solutions for snow and leaf storage, and a long-term solution for sweeper tailings. The goal is always to continue to raise the bar in regard to customer service. Customer service is probably something they are most proud of, and Mr. Martin commented that Sue Sims and others are tremendous.

Councilmember Miller commented that she loves the Street Department, and noted that the department presentations are a great educational opportunity to the Council and community.

Councilmember Miller asked if there are more streets available for people to adopt. Mr. Martin responded that he is sure there are, and confirmed that information regarding the program is on the Street Department web page.

Councilmember Miller asked if there was a plan available for the public to view about how the Streets & Engineering Department is managing future growth for traffic. Mr. Martin said that he doesn't think there is anything on the website, but Chris Bosley and Todd Feusier have been working hard. They have a grant to manage the signals in the downtown area that is coming forward to Council, and they are constantly looking at how they can move traffic better and provide better service to the community.

Councilmember Miller thanked Mr. Martin for all that he has done for the City, and for his creative leadership.

Councilmember McEvers asked how the Stormwater division would eliminate an outfall. Mr. Martin said that they have a catch basin off of 95 and Walnut that pulls most of the west corridor and it goes into the outfall down by the old Harbor Center. They are going to take that water and divert it across 95 and put it in the big swale as you turn to go on to Northwest Boulevard. They have been working on getting approval through ITD and it is just a matter of finding the time this fall to start on the process. The goal is to take the outfall completely offline, but it can always be an overflow.

The meeting adjourned at 1:04 p.m.

Respectfully submitted,

Amy C. Ferguson  
Executive Assistant

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kelley Setters 9-17-20  
Department Name / Employee Name / Date

Request made by: Sandra Kay 200-667-8094  
Name / Phone

694 E. Dana Ln COA, ID 83815  
Address

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

Niche(s): \_\_\_\_\_  
Lot(s): 7, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_. Block: 46 Section: E

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:  
Sandra Kay
3. The purchase price of the lot(s) when sold to the owner of record was \$ 500 per lot.

MB 9/17/2020  
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.



CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Alison Palmer 9/24/20  
Department Name / Employee Name / Date

Request made by: Paulette Gaffney 208-818-5426  
Name / Phone

7765 N Heartland Drive Unit 18, CDA, ID 83815  
Address

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

Niche(s): \_\_\_\_\_  
Lot(s): 16B, 16C, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_. Block: 39 Section: G

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:

Patrick + Paulette Gaffney

3. The purchase price of the Lot(s) when sold to the owner of record was \$ 500 per lot.

MB 9/24/2020  
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.





## CITY COUNCIL STAFF REPORT

**DATE:** October 6, 2020  
**FROM:** Dennis Grant, Engineering Project Manager  
**SUBJECT:** **SS-20-09, Cash Cow Place: Final Plat Approval**

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### DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat document, a two (2) lot residential subdivision.

### HISTORY

- a. Applicant: Mary Smith, Trustee  
Mary Posey-Sharp Family Trust  
408 W. Mill Avenue  
Coeur d'Alene, ID 83814
- b. Location: 408 W. Mill Avenue (South side of Mill Ave. between Highway 95 and Gov't Way)
- c. Previous Action:
  1. Preliminary plat approval, August 28, 2020

### FINANCIAL ANALYSIS

There are no financial issues with this development.

### PERFORMANCE ANALYSIS

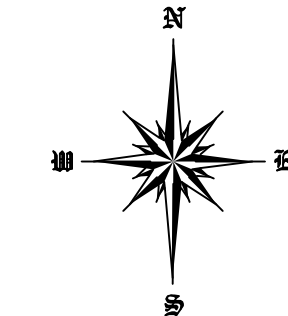
This residential development is a re-plat of the North ½ of Lot 14, Block B of Calquhoun's Subdivision of Lot 19 located in Coeur d'Alene. This subdivision created two (2) lots. The infrastructure has been previously installed and accepted by the appropriate departments. There were four conditions that will be taken care during the building permit process; therefore, the document is ready for approval and recordation.

### DECISION POINT RECOMMENDATION

City Council approval of the final plat document

# CASH COW PLACE

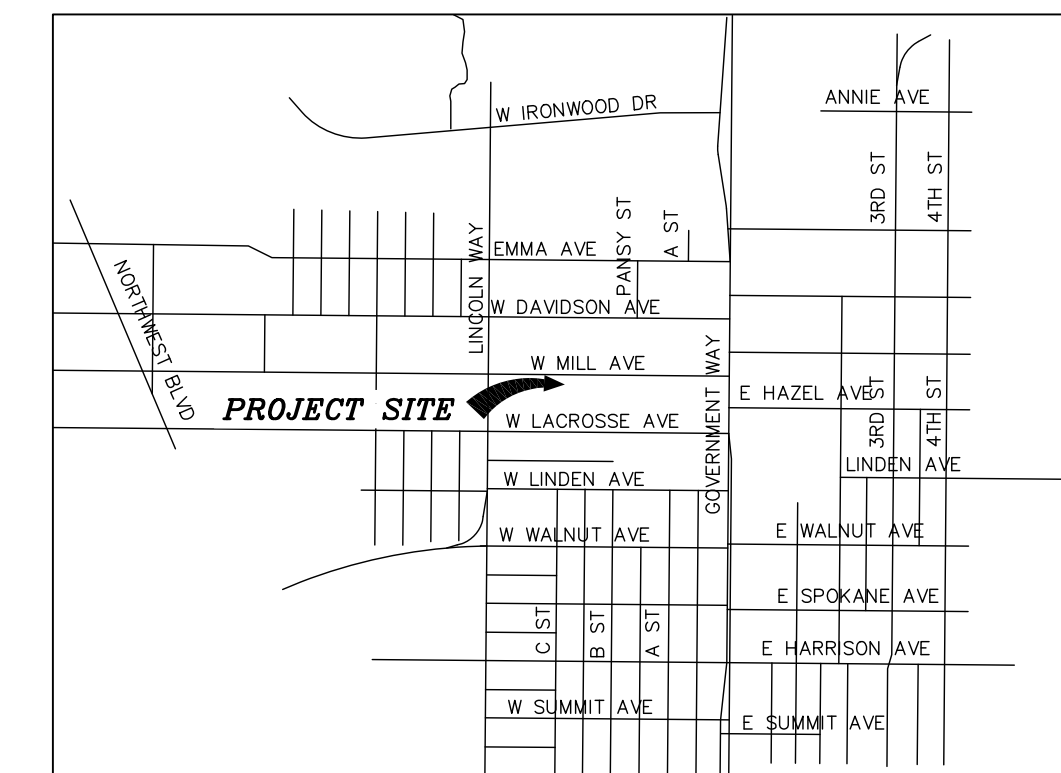
A REPLAT OF THE NORTH 1/2 OF LOT 14, BLOCK B OF CALQUHOUN'S  
SUBDIVISION OF LOT 19, SECTION 11, TOWNSHIP 50 NORTH, RANGE 4 WEST,  
BOISE MERIDIAN, CITY OF COEUR D'ALENE,  
KOOTENAI COUNTY, IDAHO



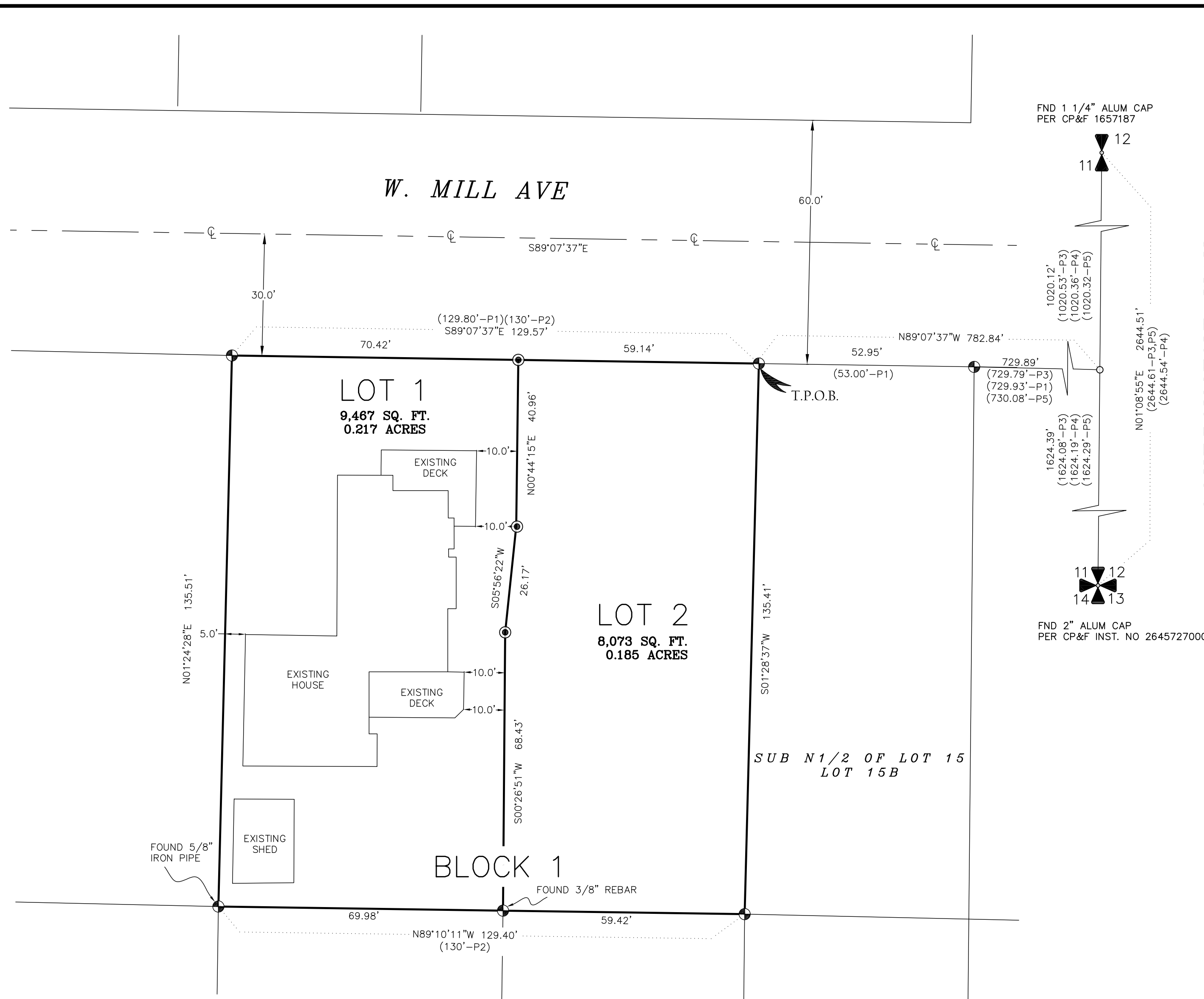
### LEGEND

- SECTIONAL CORNER, AS NOTED.
- SET 5/8" X 24" REBAR AND CAP, PLS 14879
- FOUND 1" IRON PIPE, OR AS NOTED
- CALCULATED POINT, NOTHING SET

### VICINITY MAP



NOT TO SCALE



### REFERENCES

- (P1) PLAT OF SUBDIVISION OF THE N 1/2 OF LOT 15 BY FRANK W. GENTRY, FILED IN BOOK F OF PLATS AT PAGE 127, RECORDS OF KOOTENAI COUNTY.
- (P2) PLAT OF SUBDIVISION OF LOT 19 BY PLS J. W. EDWARDS, FILED IN BOOK B OF PLATS AT PAGE 104, RECORDS OF KOOTENAI COUNTY.
- (P3) PLAT OF BRADY ADDITION BY CHAD J. JOHNSON, PLS 9367, FILED IN BOOK J OF PLATS AT PAGE 498, RECORDS OF KOOTENAI COUNTY.
- (P4) PLAT OF MALTZ ADDITION BY JON P. MONACO, PLS 4194, FILED IN BOOK G OF PLATS AT PAGE 126, RECORDS OF KOOTENAI COUNTY.
- (P5) PLAT OF ERIKA'S ADDITION BY CHAD J. JOHNSON, PLS 9367, FILED IN BOOK K OF PLATS AT PAGE 320, RECORDS OF KOOTENAI COUNTY.

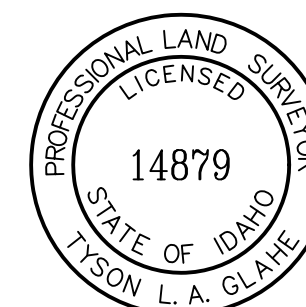
### BASIS OF BEARING

THE BASIS OF BEARINGS FOR THIS SURVEY WAS ESTABLISHED BY GPS CONTROL COORDINATES DERIVED FROM NGS OPUS SOLUTIONS USING A REFERENCE FRAME OF NAD83 (2011)(EPOCH: 2010.000). ALL BEARINGS REFER TO THE IDAHO COORDINATE SYSTEM OF 1983, WEST ZONE, (1103) - US SURVEY FT. REFER TO THE DRAWING FOR SPECIFIC LINE AND MONUMENTS USED.

DISTANCES SHOWN HAVE BEEN CONVERTED FROM GRID TO GROUND USING A COMBINED ADJUSTMENT FACTOR (CAF) OF 1.0000959692. GEODETIC NORTH IS AN ANGULAR ROTATION OF -0°46'04" AT THE EAST QUARTER CORNER OF SECTION 11.

### GENERAL NOTES

- A) SOLID WASTE SHALL BE THE RESPONSIBILITY OF THE LOT OWNERS.
- B) WETLANDS ARE NOT PRESENT ON THE SUBJECT PROPERTY PER THE U.S. FISH & WILDLIFE WETLAND INVENTORY MAPPING TOOL.
- C) THE PROPOSED LOTS ARE CATEGORIZED AS ZONE 'X' PER FEMA PANEL 16055C0410E, EFFECTIVE 5/3/2010.



1/4	Section	Township	Range	MONTANA	IDAHO
	11	50 N	4 W		
PROJECT #: 20-065 SMITH DRAWING NAME: 20-065 SMITH REPLAT					

**CASH COW PLACE**

**GLAHE & ASSOCIATES**  
PROFESSIONAL LAND SURVEYORS  
303 Church Street  
Sandpoint, Idaho 83864  
208-265-4474

Scale: **1"=20'**

Checked By: <b>TLG</b>	Drawn By: <b>TSH</b>
Plot Date: <b>9/24/2020</b>	Sheet: <b>1 of 2</b>

# CASH COW PLACE

A REPLAT OF THE NORTH 1/2 OF LOT 14, BLOCK B OF CALQUHOUN'S  
SUBDIVISION OF LOT 19, SECTION 11, TOWNSHIP 50 NORTH, RANGE 4 WEST,  
BOISE MERIDIAN, CITY OF COEUR D'ALENE,  
KOOTENAI COUNTY, IDAHO

## OWNER'S CERTIFICATE

KNOWN ALL MEN BY THESE PRESENTS THAT MARY L. SMITH, HEREBY CERTIFIES THAT SHE IS THE OWNER OF THE REAL PROPERTY DESCRIBED IN THIS CERTIFICATE AND HAS CAUSED THE SAME TO BE REPLATTED INTO BLOCK 1, LOTS 1-2, THE SAME TO BE KNOWN AS 'CASH COW PLACE' BEING A REPLAT OF THE NORTH HALF OF LOT 14, BLOCK B OF CALQUHOUN'S SUBDIVISION OF LOT 19 AS RECORDED AT BOOK B, PAGE 104 KOOTENAI COUNTY RECORDS LOCATED IN THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 11, MARKED BY A 1 1/4" ALUMINUM CAP BY PLS 4565, CP&F INST. NO. 1657187, THENCE ALONG THE EAST SECTION LINE OF SAID SECTION 11, SOUTH 01°08'55" WEST, 1020.12 FEET;

THENCE LEAVING SAID EAST SECTION LINE AND ALONG THE SOUTH RIGHT-OF-WAY LINE OF WEST MILL AVE., NORTH 89°07'37" WEST, A DISTANCE OF 782.84 FEET, TO THE NORTHWEST CORNER OF LOT 15B AS SHOWN ON PLAT OF SUBDIVISION OF THE N 1/2 OF LOT 15, RECORDED IN BOOK F OF PLATS, AT PAGE 127, RECORDS OF KOOTENAI COUNTY, IDAHO, AND BEING THE TRUE POINT OF BEGINNING;

THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 01°28'37" WEST, A DISTANCE OF 135.41 FEET;

THENCE NORTH 89°10'11" WEST, A DISTANCE OF 129.40 FEET;

THENCE NORTH 01°24'28" EAST, A DISTANCE OF 135.51 FEET, TO THE SOUTH RIGHT-OF-WAY LINE OF WEST MILL AVE.;

THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 89°07'37" EAST, A DISTANCE OF 129.57 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO ALL EASEMENTS OF RECORD.

THE OWNER FURTHER CERTIFIES:  
SEWER SERVICE IS PROVIDED BY THE CITY OF COEUR D'ALENE.  
WATER SERVICE IS PROVIDED BY THE CITY OF COEUR D'ALENE.

MARY L. SMITH \_\_\_\_\_ DATE \_\_\_\_\_

## NOTARY CERTIFICATE

ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED MARY L. SMITH, KNOWN OR IDENTIFIED TO ME TO BE THE INDIVIDUAL WHO EXECUTED THE FOREGOING INSTRUMENT.

NOTARY PUBLIC \_\_\_\_\_

NOTARY PUBLIC FOR THE STATE OF \_\_\_\_\_

RESIDING AT: \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

## DOCUMENTS AND EASEMENTS OF RECORD

THE FOLLOWING DOCUMENTS OF RECORD PER CHICAGO TITLE INSURANCE COMPANY, TITLE PLAT CERTIFICATE, COMMITMENT NO. 410871, DATED JUNE 25, 2020.

1. AN EASEMENT GRANTED TO WASHINGTON WATER POWER COMPANY FOR PUBLIC UTILITIES AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT RECORDED NOVEMBER 26, 1946, BOOK 133 OF DEEDS, PAGE 374, RECORDS OF KOOTENAI COUNTY, IDAHO.
2. AN AGREEMENT AND NOTICE TO TITLE, INCLUDING TERMS, COVENANTS, CONDITIONS AND PROVISIONS THEREOF BETWEEN MARY POSEY SHARP FAMILY TRUST AND THE CITY OF COEUR D'ALENE, RECORDED DECEMBER 7, 2017, INST. NO. 2623414000, RECORDS OF KOOTENAI COUNTY, IDAHO.
3. SPECIAL ASSESSMENTS, IF ANY, FOR THE CITY OF COEUR D'ALENE.

## CITY COUNCIL APPROVAL

THIS REPLAT IS HEREBY ACCEPTED AND APPROVED BY CITY COUNCIL OF COEUR D'ALENE, IDAHO.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

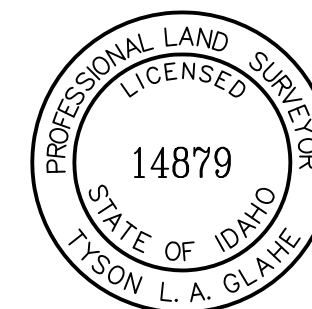
COEUR D'ALENE CITY CLERK \_\_\_\_\_

CITY OF COEUR D'ALENE ENGINEER \_\_\_\_\_

## SURVEYOR'S CERTIFICATE

I, TYSON L.A. GLAHE, PLS 14879, STATE OF IDAHO. DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED ON AN ACTUAL SURVEY LOCATED IN SECTION 11, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN CORRECTLY THEREON AND THAT THE MONUMENTS HAVE BEEN PLACED AND ALL LOT CORNERS PROPERLY SET AND THE SURVEY IS IN COMPLIANCE WITH ALL PROVISIONS OF APPLICABLE STATE LAW AND LOCAL ORDINANCES.

TYSON L.A. GLAHE, PLS 14879 \_\_\_\_\_ DATE \_\_\_\_\_



## COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREIN REPLAT "CASH COW PLACE" AND CHECKED THE REPLAT AND COMPUTATIONS THEREON AND HAVE DETERMINED THAT THE REQUIREMENTS OF THE IDAHO STATE CODE PERTAINING TO PLATS AND SURVEYS HAVE BEEN MET.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

KOOTENAI COUNTY SURVEYOR \_\_\_\_\_



## HEALTH DISTRICT APPROVAL

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON A REVIEW BY A QLPE FROM THE CITY OF COEUR D'ALENE, AND APPROVAL FOR THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF SANITARY RESTRICTIONS. WATER LINE AND SEWER LINES HAVE BEEN COMPLETED AND SERVICES CERTIFIED AS AVAILABLE. SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH SECTION §50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

DATE \_\_\_\_\_ HEALTH DISTRICT SIGNATURE \_\_\_\_\_

## COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE REQUIRED TAXES ON THE HEREIN DESCRIBED PROPERTY HAVE BEEN FULLY PAID UP TO AND INCLUDING THE YEAR \_\_\_\_\_.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

KOOTENAI COUNTY TREASURER \_\_\_\_\_

## KOOTENAI COUNTY RECORDER'S CERTIFICATE

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020, AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M., IN BOOK \_\_\_\_\_ OF PLATS AT PAGE(S) \_\_\_\_\_ AT THE REQUEST OF GLAHE AND ASSOCIATES, INC., AS INSTRUMENT NO. \_\_\_\_\_.

KOOTENAI COUNTY RECORDER \_\_\_\_\_

\$ \_\_\_\_\_ FEE

1/4	Section	Township	Range	MONTANA	IDAHO
	11	50 N	4 W		
PROJECT #: 20-065 SMITH DRAWING NAME: 20-065 SMITH REPLAT					
GLAHE & ASSOCIATES PROFESSIONAL LAND SURVEYORS 303 Church Street Sandpoint, Idaho 83864 208-265-4474				CASH COW PLACE	
				Scale: N/A	
				Checked By: TLAG	
				Drawn By: TSH	
				Plot Date: 9/24/2020	
				Sheet: 2 of 2	

RESOLUTION NO. 20-052

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE FOLLOWING: THE DESTRUCTION OF TEMPORARY AND/OR SEMI-PERMANENT RECORDS FROM 1986-2014 FROM THE FIRE DEPARTMENT AND FROM 1998-2011 FROM THE MUNICIPAL SERVICES DEPARTMENT; EASEMENT AGREEMENTS WITH DAVID KNOLL AND CRESCENT FAMILY HOLDINGS IDAHO, LLC, FOR THE CONSTRUCTION OF A STORMWATER SWALE BETWEEN NEIDER AVENUE AND SEAL AVENUE; AND SURPLUS OF THE POLICE DEPARTMENT CANINE, PECCO, AND THE RESIDENTIAL KENNEL, HARNESSSES, AND TOYS PURCHASED BY THE CITY AND TRANSFER OF OWNERSHIP OF PECCO TO THE HANDLER AMY KNISLEY.

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

- A) The destruction of temporary and/or semi-permanent records from 1986-2014 from the Fire Department and from 1998-2011 from the Municipal Services Department;
- B) Easement Agreements with David Knoll and Crescent Family Holdings Idaho, LLC, for the construction of a stormwater swale between Neider Avenue and Seal Avenue; and
- C) The surplus of the Police Department canine, Pecco, and the residential kennel, harnessses, and toys purchased by the City, and the transfer of ownership of Pecco to the handler Amy Knisley;

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 and take such other actions;

NOW, THEREFORE,

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

DATED this 6<sup>th</sup> day of October, 2020.

\_\_\_\_\_  
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

DATE: SEPTEMBER 30, 2020

FROM: RENATA MCLEOD, MUNICIPAL SERVICES DIRECTOR/CITY CLERK

RE: REQUEST FOR DESTRUCTION OF RECORDS

---

**DECISION POINT:**

To authorize the destruction of certain public records in accordance with the City's records retention schedule?

**HISTORY:**

The Fire Department is requesting the destruction of records that have surpassed the retention period and requests the destruction, specifically incident and investigation reports from 1986 through 2014. The Municipal Services Director holds files from the time she served as a Project Coordinator under Administration. These files are dated and are no longer needed as they date from 1998 -2011. Additionally, the Municipal Services Department seeks to destroy Annual permits, business licenses information requests, and claim files that are semi-permanent and temporary in nature through 2014 as set forth in the destruction of records schedule. The destruction of these files will also provide needed storage space. Documentation from the departments is attached.

**PERFORMANCE ANALYSIS:** Because of the lack of storage space, records are routinely reviewed to determine if the necessity of maintaining the record is warranted. Because the attached list of records has exceeded the time required to maintain them and their useful life has been exhausted, it is necessary to purge these files in order to maintain storage space for future records. This request is in accordance to the approved Records Retention Policy approved pursuant to Resolution 16-056.

**DECISION POINT:** To authorize staff to proceed with the destruction of records as listed pursuant to I.C. 50-907.



REQUEST FOR DESTRUCTION OF RECORDS  
DEPARTMENT: Administration/Municipal Services  
DATE: September 30, 2020

RECORD DESCRIPTION	TYPE OF RECORD (Perm./Semi-P/Temp)	DATES OF RECORDS (From - To)
Municipal Services:		
Wireless leases project files	Temporary	2001-2010
Growth Services Project Files including Front Avenue research	Temporary	2000-2003
Homelessness 10-year plan project files	Temporary	2008-2012
Impact Fee project files	Temporary	2000-2004
Ironman Project Files	Temporary	2003-2007
Kroc Center Project Files	Temporary	2007-2009
Library Construction Project Files	Temporary	2005-2011
Northwest Boulevard Project Files	Temporary	1998-2001
Annual Permits	Semi- permanent	2008-2014
Business Licenses	Semi-permanent	2012-2014
Information requests	Temporary	2007-2011
Claims	Semi-permanent	Prior to 2010





**CITY COUNCIL  
STAFF REPORT**

**DATE:** October 6, 2020  
**FROM:** Chris Bosley – City Engineer  
**SUBJECT:** Approval of an Easement Agreement with David Knoll and The Crescent Family Limited Partnership for the construction of a stormwater swale.

=====

**DECISION POINT:**

Staff is requesting approval of an Easement Agreement with David Knoll and The Crescent Family Limited Partnership for the construction of a stormwater swale adjacent to Government Way to mitigate flooding.

**HISTORY:**

Government Way has a history of substantial flooding at a low point between Neider Ave and Seale Ave. An existing group of drywells were installed years ago to mitigate this flooding but over time have begun to drain too slowly to effectively manage stormwater during high-volume storm events. Drainage crews have cleaned the drywells many times over the years, most recently in spring of 2020, and the drywells continues to operate poorly. City staff met with the adjacent property owner to discuss an opportunity to create a swale in an unused portion of the property to mitigate flooding by providing stormwater storage during large events. This project and agreement is similar to what City Council previously approved for swale construction on Player Drive, although the flooding risk is much more sever at this location. The proposed area is vacant with no immediate plans for development. The Easement Agreement is the result of discussions with the property owner that would allow City Drainage crews to create a swale that would not impact the property owner’s use of the property and could be modified to accommodate future development on the property. The proposed swale location actually sits on two separate parcels, both owned by David Knoll under different names.

**FINANCIAL ANALYSIS:**

The construction of a swale to mitigate the street flooding that routinely occurs in this area is not only the preferred method of managing stormwater runoff but also the most fiscally responsible alternative. This project can be accomplished utilizing City employees and does not require outside contracting. The minor investment in time spent on this project will save time required for maintenance for years to come.

**PERFORMANCE ANALYSIS:**

Approval of this agreement will allow the City to begin construction of the proposed swale to mitigate the reoccurring street flooding from large storm events.

**DECISION POINT/RECOMMENDATION:**

Staff recommends that Council approve the Easement Agreement with David Knoll and The Crescent Family Limited Partnership for the construction of a stormwater swale adjacent to Government Way to mitigate flooding.

## **EASEMENT AGREEMENT**

THIS AGREEMENT is made and entered into this 6<sup>th</sup> day of October, 2020, by and between the CITY OF COEUR D'ALENE, Kootenai County, State of Idaho, a municipal corporation organized under and existing pursuant to the laws of the State of Idaho, hereinafter referred to as the "CITY," and Crescent Family Holdings Idaho, LLC, an Idaho Limited Liability Company, hereinafter referred to as "Crescent Family."

WHEREAS, Crescent Family possesses certain property along N. Government Way between W. Seale Ave. and W. Sunset Ave. in the city of Coeur d'Alene, Kootenai County, Idaho with a legal description of University City Commercial Tracts, Lt. 3, Blk 1, in Section 2, Township 50 N, Range 4 W, hereinafter referred to as the "Property;" and

WHEREAS, flooding occurs annually adjacent to the Property on Government Way, a public right-of-way in the city of Coeur d'Alene; and

WHEREAS, the CITY desires to obtain an easement from Crescent Family for the construction of a swale on the Property which will be to the mutual benefit the parties; and

WHEREAS, it is the parties' intent that the easement agreement will accommodate the future development of the Property.

THEREFORE, for good and sufficient consideration in the form of mutual promises, covenants, and conditions, the parties agree as follows:

1. Crescent Family hereby grants to the CITY a perpetual easement ("Easement") over a portion of the Property to be used as a swale to accommodate flood waters, as shown on the Proposed Swale Location Map attached hereto as Exhibit "A" and with a legal description described as an approximately 15-foot wide by 200-foot long strip of land along the east side of the Property abutting the Government Way right-of-way and containing approximately 3,000 square feet ("Easement Area").

2. The Easement shall run with the land and bind the parties' successors and heirs, and shall not be revoked except in the event that Crescent Family or his successors or assigns desires to develop the Property. In the event that Crescent Family or its successors or assigns desires to develop the Property, the parties agree that they will work together in good faith to relocate the Easement Area to create a shared-use swale on the Property or to develop a solution to the drainage problem that affects N. Government Way to ensure that the Easement does not restrict or prevent Crescent Family or its successors or assigns from developing the Property.

3. The CITY shall construct and maintain the swale on the Easement Area in accordance with sound engineering principles and City standards, and at its sole cost and expense.

4. The CITY does hereby agree to save, hold harmless, defend and indemnify Crescent Family from any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorney's fees incurred by Crescent Family that may arise from the construction, use, maintenance, or operation of the swale in the Easement Area which is subject to the Easement described herein, excepting on such liability, loss, or damage caused by the actions of Crescent Family, its agents, employees, or anyone acting by, for, or through it.

5. Crescent Family does hereby agree to save, hold harmless, defend and indemnify the CITY from any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorney's fees incurred by the CITY that arise from Crescent Family's actions related to the construction, use, maintenance, or operation of the swale in the Easement Area which is described herein, excepting only such liability, loss, or damage caused by the actions of the CITY, its agents, employees, or anyone acting by, for, or through it.

6. Crescent Family shall retain the right to use the Easement Area so long as said use does not unreasonably interfere with CITY's use of the Easement Area as allowed herein.

7. Notwithstanding anything to the contrary contained herein, Crescent Family or its successors and assigns may terminate this Easement upon 120 days' written notice to the CITY, at which time Crescent Family may record a termination of Easement document to release the Easement from record against the Property.

8. In the event of any dispute between the parties regarding the enforcement or effect of this agreement, the non-prevailing party in any such dispute shall pay the prevailing party's reasonable attorney's fees and costs incurred.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand the day and year first above written.

CITY OF COEUR D'ALENE

CRESCENT FAMILY HOLDINGS, LLC

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

\_\_\_\_\_  
By \_\_\_\_\_  
Its \_\_\_\_\_

ATTEST:

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

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this 6<sup>th</sup> day of October, 2020, before me, a Notary Public, personally appeared **Steve Widmyer** and **Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d’Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d’Alene executed the same.

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

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this \_\_\_ day of October, 2020, before me, a Notary Public, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of **Crescent Family Holdings Idaho, LLC** and the person who executed the foregoing instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

## **EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT is made and entered into this 6<sup>th</sup> day of October, 2020, by and between the CITY OF COEUR D'ALENE, Kootenai County, State of Idaho, a municipal corporation organized under and existing pursuant to the laws of the State of Idaho, hereinafter referred to as the "CITY," and DAVID P. KNOLL, an individual, hereinafter referred to as "KNOLL."

WHEREAS, KNOLL possesses certain property along N. Government Way between W. Seale Ave. and W. Sunset Ave. in the city of Coeur d'Alene, Kootenai County, Idaho with a legal description of University City Commercial Tracts, Lt. 4, Blk 1, in Section 2, Township 50 N, Range 4 W, hereinafter referred to as the "Property;" and

WHEREAS, flooding occurs annually adjacent to the Property on Government Way, a public right-of-way in the city of Coeur d'Alene; and

WHEREAS, the CITY desires to obtain an easement from KNOLL for the construction of a swale on the Property which will be to the mutual benefit the parties; and

WHEREAS, it is the parties' intent that the easement agreement will accommodate the future development of the Property.

THEREFORE, for good and sufficient consideration in the form of mutual promises, covenants, and conditions, the parties agree as follows:

1. KNOLL hereby grants to the CITY a perpetual easement ("Easement") over a portion of the Property to be used as a swale to accommodate flood waters, as shown on the Proposed Swale Location Map attached hereto as Exhibit "A" and with a legal description described as an approximately 15-foot wide by 200-foot long strip of land along the east side of the Property abutting the Government Way right-of-way and containing approximately 3,000 square feet ("Easement Area").

2. The Easement shall run with the land and bind the parties' successors and heirs, and shall not be revoked except in the event that KNOLL or his successors or assigns desires to develop the Property. In the event that KNOLL or its successors or assigns desires to develop the Property, the parties agree that they will work together in good faith to relocate the Easement Area to create a shared-use swale on the Property or to develop a solution to the drainage problem that affects N. Government Way to ensure that the Easement does not restrict or prevent KNOLL or his successors or assigns from developing the Property.

3. The CITY shall construct and maintain the swale on the Easement Area in accordance with sound engineering principles and City standards, and at its sole cost and expense.



4. The CITY does hereby agree to save, hold harmless, defend and indemnify KNOLL from any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorney's fees incurred by KNOLL that may arise from the construction, use, maintenance, or operation of the swale in the Easement Area which is subject to the Easement described herein, excepting on such liability, loss, or damage caused by the actions of KNOLL, its agents, employees, or anyone acting by, for, or through it.

5. KNOLL does hereby agree to save, hold harmless, defend and indemnify the CITY from any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorney's fees incurred by the CITY that arise from KNOLL'S actions related to the construction, use, maintenance, or operation of the swale in the Easement Area which is described herein, excepting only such liability, loss, or damage caused by the actions of the CITY, its agents, employees, or anyone acting by, for, or through it.

6. KNOLL shall retain the right to use the Easement Area so long as said use does not unreasonably interfere with CITY's use of the Easement Area as allowed herein.

7. Notwithstanding anything to the contrary contained herein, KNOLL or its successors and assigns may terminate this Easement upon 120 days' written notice to the CITY, at which time KNOLL may record a termination of Easement document to release the Easement from record against the Property.

8. In the event of any dispute between the parties regarding the enforcement or effect of this agreement, the non-prevailing party in any such dispute shall pay the prevailing the prevailing party's reasonable attorney's fees and costs incurred.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand the day and year first above written.

CITY OF COEUR D'ALENE

KNOLL

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

\_\_\_\_\_  
David P. Knoll

ATTEST:

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

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this 6<sup>th</sup> day of October, 2020, before me, a Notary Public, personally appeared **Steve Widmyer** and **Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d’Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d’Alene executed the same.

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

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

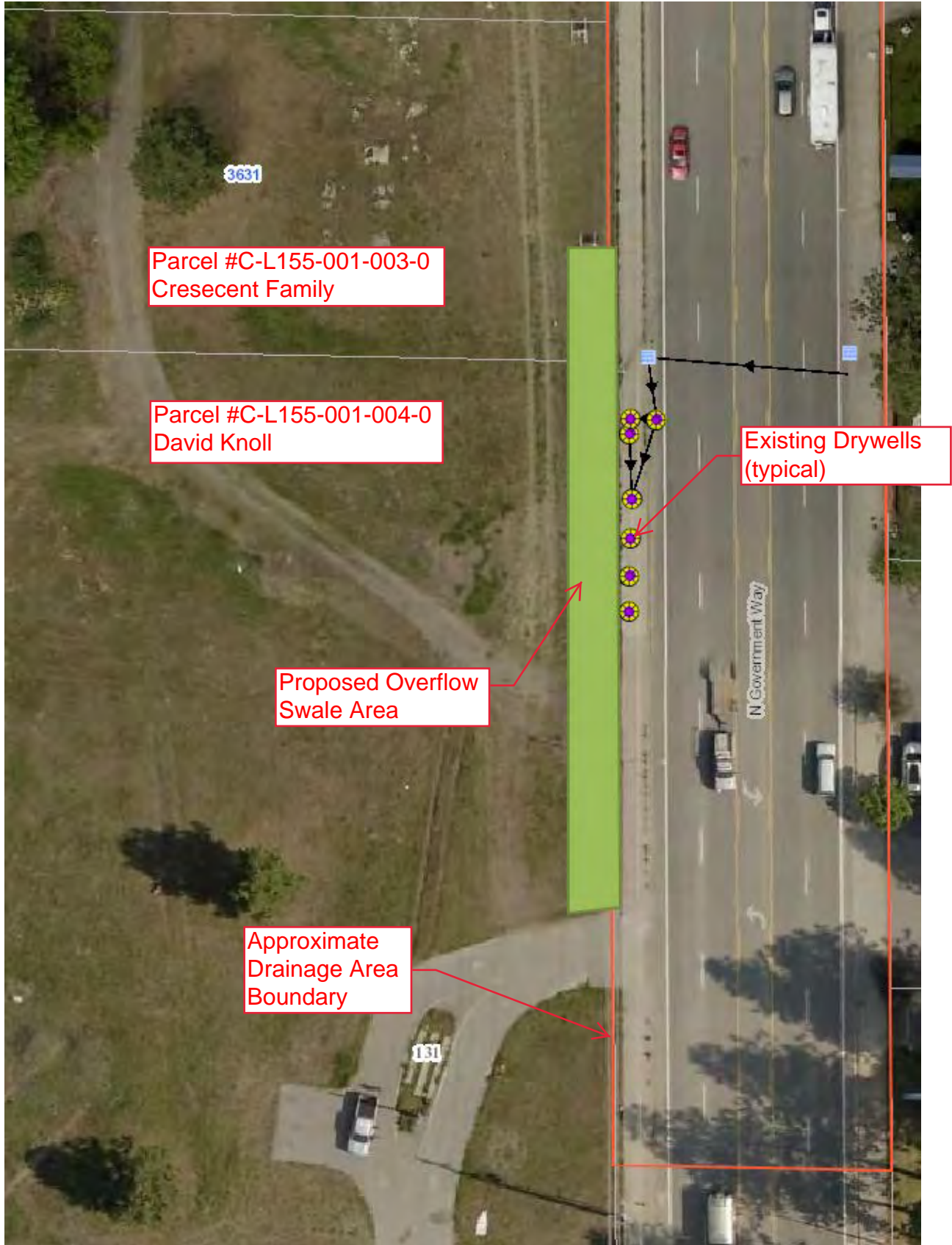
STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this \_\_\_\_ day of October, 2020, before me, a Notary Public, personally appeared **David P. Knoll**, known to me to be the person who executed the foregoing instrument, and acknowledged to me that he executed the same.

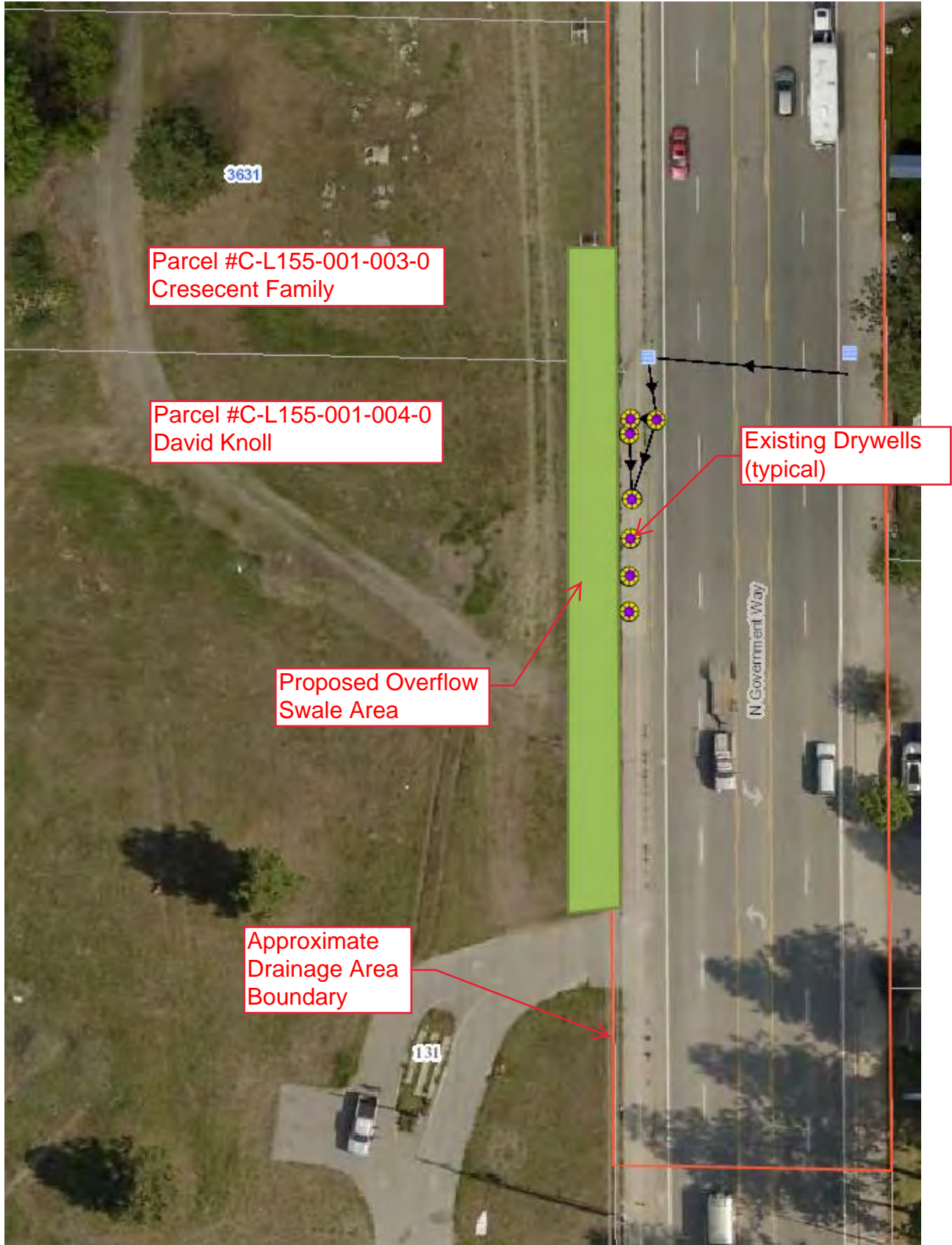
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

# Exhibit A Proposed Swale Location Map



# Exhibit A Proposed Swale Location Map





CITY COUNCIL  
STAFF REPORT

DATE: September 15, 2020  
FROM: Dave Hagar, Police Captain  
SUBJECT: Police Department Canine Surplus

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**Decision Point**

Should the City Council approve the request of the Police Department to surplus K9 Pecco, a Narcotics Detection and Patrol Canine, and transfer ownership to his handler, Detective Amy Knisley, which would also include the residential kennel, harnesses, and toys purchased by the City?

**History**

K9 Pecco is a Police Department canine and was trained as a “Patrol and Narcotics Detection Canine.” K9 Pecco is a 9-year-old Belgian Malinois trained in Narcotics Detection and Patrol Apprehension work. The general age of retirement of a police K9 is 8 to 9 years depending on the health and performance of the dog. Pecco’s handler has been Detective Knisley.

In the Spring of 2020, K9 Pecco was diagnosed with a Floating Iris Cyst which continually grows and is currently obstructing the majority of his vision in his right eye. River City Animal Hospital referred Pecco to The Animal Eye Clinic of Spokane. The Eye Clinic Veterinarian explained that, with the continual growth of the Cyst, they could attempt surgery with an unknown outcome. In addition, he suffers from arthritis in his spinal cord which causes him discomfort and may cause pain. Based on Pecco’s age and current physical condition, it is recommended that K9 Pecco be retired from service duty, which the Police Department is also recommending. The retirement of K9 Pecco will also prevent additional medical costs incurred by the City which may occur due to future injury or other medical conditions. Due to the unique and emotional bond between a canine and handler, the Police Department recommends that K9 Pecco be retired from service and ownership transferred to Detective Amy Knisley for no monetary exchange after Detective Knisley waives any liability and releases the City of Coeur d’Alene from any and all liability or responsibility for the canine.

**Financial Impact**

None.

**Decision Point:**

Staff recommends the City Council approve the request of the Police Department to surplus K9 Pecco, a Patrol and Narcotics Detection Canine, and transfer ownership to his handler, Detective Amy Knisley, including the residential kennel, harnesses, and toys purchased by the City.



**GENERAL SERVICES/PUBLIC WORKS  
COMMITTEE**





## GENERAL SERVICES/PUBLIC WORKS STAFF REPORT

**DATE:** September 21, 2020  
**FROM:** Mike Becker, Capital Programs Manager  
**SUBJECT:** Contract Addendum with Architects West, Inc.

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### DECISION POINT:

Should Council authorize the Wastewater Department (WW) to execute an Addendum to the Professional Services Agreement with Architects West, Inc., for Design Improvements at the Advance Wastewater Treatment Plant (AWTP) and for design of a new Sewer Collections Building at an additional cost of \$22,787?

### HISTORY:

Originally constructed in 1972, the existing Wastewater Treatment Operations Building (Building "A") was designed to facilitate a treatment plant one-fourth the size it is today (2019 Facilities Plan). AWTP operations have clearly outgrown this building. On June 18, 2019, the City executed a Professional Services Agreement (PSA) with Architect's West, Inc., (AW) for designing the renovations to Building "A" (Res. 19-020). The work was scheduled for some time in FY 2020-2021.

AW's Building Condition Assessment and Assessment Programming determined that Building "A" would need to be increased a minimum of 6430 SF. Because of the existing building's limited footprint, conceptually this meant essentially creating a 2-story building with an unfinished basement at an estimated cost of \$2.3M. Staff budgeted accordingly. Then COVID 19 occurred, pausing the progression of this project and giving staff an opportunity to consider other options.

After much study, Staff concluded that building a new Sewer Collections Facility next to the Compost Facility and modifying the existing Collections Building (Building "B") to be used as the Wastewater Treatment Operations Building was a viable option. Under this option, Building "A" would be abandoned and slated for demolition at a later date. The new plan will likely cost about the same as the original plan, but would offer O&M savings and other long-term benefits to the City. Staff requested AW to provide its costs for the change in conditions and additional services required for the new plan.

### FINANCIAL ANALYSIS:

Original Contract:	\$	168,000
Services Paid to Date:	\$	<24,360>
Remaining within Existing Contract:	\$	143,640
Proposed New Architects West's Total:	\$	160,427
Proposed New Subconsultant (STRATA):	\$	6,000
Proposed New Total Contract:	\$	166,427
Credit Remaining within Existing Contract:	\$	<143,640>
<b>Proposed Total Amendment to Contract:</b>	<b>\$</b>	<b>22,787</b>

This is a multi-year project and, with Council approval, funding for this project will continue to draw from #031-058-4354-7300 and budget accordingly following FY 2021/2022.

**PERFORMANCE ANALYSIS:**

In May 2019, Architects West, Inc., was chosen to provide the City of Coeur d'Alene Wastewater Department with architectural services for renovations to the Wastewater Treatment Operations Building through an RFQ process. The following month, the City execute a PSA. Since the City is modifying the scope of services under an existing contract, this decision point is for an addendum to the existing PSA.

**DECISION POINT/RECOMMENDATION:**

Council should authorize the Wastewater Department (WW) to execute an Addendum to the Professional Services Agreement with Architects West, Inc., for Design Improvements to the Collections Building for use as the Wastewater Treatment Operations Building, and design of a new Sewer Collections Building at the Compost Facility at an additional cost of \$22,787.



# **CITY OF COEUR D'ALENE WASTEWATER DEPARTMENT**

**CONTRACT AMENDMENT WITH ARCHITECTS WEST, INC.  
NEW SEWER COLLECTIONS BUILDING &  
TI'S FOR TREATMENT OPERATIONS BUILDING**





# PHASE 1 - PROPOSED NEW COLLECTIONS BUILDING & RELOCATION

- SITE CURRENTLY VACANT
- UNUSED SPACE
- FENCED & GATED ACCESS
- EXISTING UTILITIES
- EXISTING FIBER
- MULTIPLE INGRESS & EGRESS OPTIONS



# PHASE 1 – PROPOSED NEW COLLECTIONS BUILDING & RELOCATION



## PHASE 1 BENEFITS

- EXPANDABLE BUILDING
- INCREASED OFFICE SPACE
- ENVIRONMENTAL HEALTH & SAFETY
- INCREASED HEATED SHOP AREA
- INCREASED HEATED STORAGE
- CENTRALLY LOCATE COLLECTION OPERATIONS
- REDUCE TRAVEL TIME & RESPONSE TIME



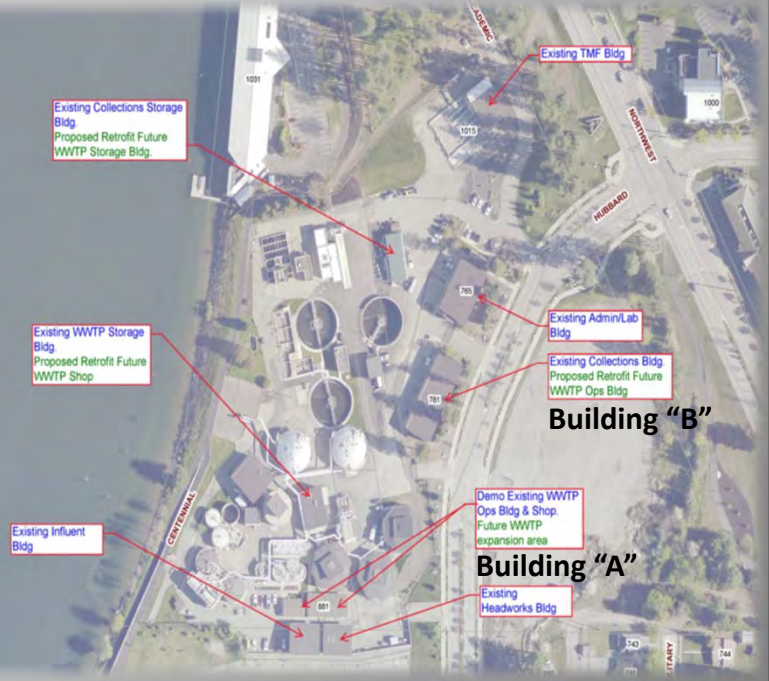
**PHASE 2 – TI'S WASTEWATER OPERATIONS BUILDING**





## PHASE 2 - BENEFITS

- REPLACE EXISTING OPERATIONS BLDG. WARM SHELL
- INCREASE OFFICE SPACE, CONTROL/OPERATIONS, LOCKER ROOMS & TRAINING/CONFERENCE ROOM
- ENVIRONMENTAL HEALTH & SAFETY
- FREES UP REAL ESTATE FOR NEXT INFLUENT UPGRADE PROJECT (DEMO BLDG. AT LATER DATE)
- CENTRALLY LOCATE PLANT OPERATIONS WITHIN AWTP PROPERTY
- RELOCATE & INCREASE EQUIPMENT & CHEMICAL STORAGE (HEATED SPACE)
- RELOCATE & INCREASE MAINTENANCE SHOP
- NO INTERIM PLANT OPERATIONS BLDG.



## DECISION POINT/RECOMMENDATION:

COUNCIL SHOULD AUTHORIZE THE WASTEWATER DEPARTMENT (WW) TO EXECUTE A CONTRACT AMENDMENT WITH ARCHITECTS WEST, INC. FOR DESIGN IMPROVEMENTS FOR THE ADVANCE WASTEWATER TREATMENT PLANT (AWTP) OPERATIONS BUILDING AND A NEW SEWER COLLECTIONS BUILDING AT AN ADDITIONAL COST OF \$22,787.



# QUESTIONS?



RESOLUTION NO. 20-053

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH ARCHITECTS WEST, INC., FOR ARCHITECTURAL SERVICES FOR RENOVATIONS TO THE WASTEWATER COLLECTIONS BUILDING TO BE USED AS THE WASTEWATER TREATMENT OPERATIONS BUILDING AND DESIGN OF A NEW COLLECTIONS BUILDING AT THE COMPOST FACILITY.

WHEREAS, pursuant to Resolution No.19-020, adopted the 18<sup>th</sup> day of June, 2019, the City of Coeur d'Alene entered into a Professional Services Agreement with Architects West, Inc.; and

WHEREAS, the City and Architects West, Inc., desire to enter into an amendment to said Professional Services Agreement to provide for the renovation of the current Collections Building to be used as the Wastewater Treatment Operations Building and to design a new Collections Building to be constructed at the Compost Facility, a copy of said Amendment No. 1 being attached hereto as Exhibit "1" and incorporated herein by reference; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that such Amendment be authorized;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City hereby authorizes an amendment to the Professional Services Agreement with Architects West, Inc., pursuant to the agreement attached hereto as Exhibit "1" and by this reference incorporated herein.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and they are hereby authorized to execute Amendment No. 1 on behalf of the City.

DATED this 6<sup>th</sup> day of October, 2020.

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Steve Widmyer, Mayor

ATTEST:

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Renata McLeod, City Clerk

Motion by \_\_\_\_\_, Seconded by \_\_\_\_\_, to adopt the foregoing resolution.

**ROLL CALL:**

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

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

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

COUNCIL MEMBER WOOD Voted \_\_\_\_\_

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

COUNCIL MEMBER ENGLISH Voted \_\_\_\_\_

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

AMENDMENT NO. 1 TO THE  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
ARCHITECTS WEST, INC.

THIS ADDENDUM is entered into this 6<sup>th</sup> day of October, 2020, between the City of Coeur d'Alene, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, and Architects West, Inc., a Washington corporation authorized to do business in the state of Idaho.

WITNESSETH:

WHEREAS, pursuant to Resolution No. 19-020 adopted the 18<sup>th</sup> day of June, 2019, the City of Coeur d'Alene entered into a Professional Services Agreement with Architects West, Inc., for the renovation of the Wastewater Treatment Operations Building; and

WHEREAS, the City and Architects West, Inc., desire to enter into an addendum to said Professional Services Agreement to provide for the renovation of the current Collections Building to be used as the Wastewater Treatment Operations Building and to design a new Collections Building to be constructed at the Compost Facility.

NOW THEREFORE,

The City and Architects West, Inc., hereby enter into an Addendum to that Professional Services Agreement entered into on June 18, 2019, pursuant to Resolution 19-020. Architects West, Inc., hereafter shall perform design services to modify the current Collections Building (Building "B") so as to create a new Wastewater Treatment Operations Building, and to perform design services to create a new Collection Building to be constructed at the Compost Facility, as directed by the Wastewater Department's Capital Programs Manager. All other provisions in the original Professional Services Agreement adopted pursuant to Resolution No. 19-020 shall remain in full force and effect.

IN WITNESS WHEREOF, the Wastewater Superintendent and Architects West, Inc., have executed this Addendum on behalf of said City, the day and year first above written.

CITY OF COEUR D'ALENE

ARCHITECTS WEST, INC.

By \_\_\_\_\_  
Mike Anderson, Wastewater Superintendent

By \_\_\_\_\_  
Its: \_\_\_\_\_

OTHER BUSINESS



## Staff Report

**DATE:** OCTOBER 6, 2020

**TO:** CITY COUNCIL

**FROM:** KELLEY SETTERS, DEPUTY CITY CLERK (CHILDCARE COMMISSION LIAISON)

**RE:** TEMPORARY CHILDCARE LICENSE AND AMENDMENT TO MUNICIPAL CODE SECTION 5.68.030

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**DISCUSSION POINTS:** Should Council approve a Temporary Child Care License and adopt an amendment to Municipal Code Section 5.68.030(I) regarding outdoor play areas?

**HISTORY:** At the September 21, 2020, Childcare Commission meeting, the Commission recommended approval of a temporary license program and an amendment to the Childcare Facility Ordinance related to outdoor play areas. This recommendation was based, in part, upon a survey conducted by the United Way Task Force (UWTF), in partnership with Idaho AEYC, which looked at options for the improvement of local systems in early education and care. One of the ideas resulting from this survey was that the City of Coeur d'Alene potentially could help facilities that have taken on extra children during the COVID-19 emergency by creating a temporary license similar to an existing State program. The temporary license would be valid until January 29, 2021. In conjunction with this temporary license, the City would not enforce the requirement for ten (10) hours of continuing education or the completion of the safe sleep course for school-aged childcare. All other requirements, including safety inspections, TB Tests, and background checks, would remain unchanged. While the sewer cap fee will not be collected for a temporary daycare use, it will be collected for permanent facilities.

The Childcare Commission also determined that an amendment to the Municipal Code was needed to allow flexibility for the facility occupancy to exceed the playground occupancy outdoor play area. The current City code requires thirty-five (35) sq. ft. of interior space per child, while the outdoor play area requirement is seventy-five (75) sq. ft. per child. This requirement has become problematic during the pandemic as some facilities are hard-pressed to find the large lots needed to accommodate the play area required for an increasing number of children needing childcare. Under the proposed code amendment, the provider would submit plans and/or schedules on how they will utilize playground shifts to ensure that all children are getting adequate outdoor time on the playground. The City Clerk or Designee would approve the plan to expedite the approval process. All facility safety inspections would remain the same.

**FINANCIAL ANALYSIS:** Although there would be additional staff time needed to issue a temporary license and review plans for utilizing a split schedule for outdoor play areas, it is not anticipated that this will take a significant amount of time and minimal expense to the City.



**PERFORMANCE ANALYSIS:** The current outdoor play area requirements limit the capacity of daycares in areas of town where lot sizes are smaller, such as the downtown area. In addition, the COVID-19 pandemic has placed pressures on daycares throughout the City by increasing the number of parents who require daycare for their children, especially during school schedule adjustments. Allowing children to use an outdoor play area in established shifts with adequate supervision is considered a reasonable means of addressing space limitations and the increasing need for childcare facilities. The temporary license is also a reasonable means of addressing the additional pressures caused by the pandemic.

**DECISION POINT/RECOMMENDATION:** Council should approve the use of temporary childcare licenses and adopt the proposed changes to Municipal Code Chapter 5.68.030(I).

**CHILDCARE COMMISSION MINUTES**  
**September 21, 2020**  
**City of Coeur d' Alene- Conference Room 6**  
**Zoom Meeting**  
**6:30 pm**

**Commissioners Present**

Iris Siegler, Chair  
Samantha Tuskan  
Kim Torgerson  
Jolie Wenglikowski  
Susie Freligh  
Beth Ann Fuller

**Staff Present**

Kelley Setters, Deputy City Clerk  
Renata McLeod, City Clerk

**Commissioner Absent**

None.

**Call to Order -**

Chairman Siegler called the meeting to order at 6:40 p.m.

**Roll Call** – All commissioners present.

**Approval of the Minutes from November 25, 2019 meeting (action item)**

**Motion** by Wenglikowski **second** by Freligh to approve the minutes from the November 25, 2019 meeting;  
**Motion carried.**

**Commission Comments** – Iris Siegler welcomed new commissioner Beth Ann Fuller to her first meeting. Beth Ann shared upcoming continuing education webinar classes available free of charge provided by The Early Learning Academies. On September 26<sup>th</sup> 9-11am “Celebrating Developmental Milestones and Addressing Concerns,” October 10<sup>th</sup> 9-11 a.m. “Understanding Trauma and Its Impact on Early Learning” and “Promoting Literacy in the Early Years” October 24, 9-11 a.m. Upon completion of the classes each participate will receive \$500.00 worth of educational materials. To register go to [idahoeyc.org](http://idahoeyc.org).

Jolie Wenglikowski commented on the State of Idaho CPS background check and wanted an explanation on the agency ID# if it applied to the non-state facilities. The agency ID # applies to all facilities within the City of Coeur d' Alene.

**Public Comments** – Renata McLeod informed the Commission of the “CARES Act funding for small business relief grants.” This grant would cover expenditures to purchase PPE, furniture, fixtures, and equipment necessary to continue business operation in light to the coronavirus, and youth services daycare/childcare for newborns to school-age children. For more information, contact Stephanie Padilla (208) 769-2221, or [spadilla@cdaid.org](mailto:spadilla@cdaid.org)

**Temporary Childcare license and amendment to code section 5.68.030 (Action item)** - Kelley Setters presented the staff report stating the possible need for Emergency Child Care Licensing and recommendation to the City Council. The United Way task force has been looking at options and doing a survey to collect information in partnership with the Idaho AEYC to improve local systems in early education. It was identified that the City of Coeur d' Alene can help by creating a temporary 12-week license similar to the state code established program. A temporary childcare license could allow flexibility for the building occupancy to exceed the playground occupancy outdoor play area. The current city code requires 75 sq. ft. of outdoor play area per child. The idea is that the provider would submit plans and/or schedules on how they will have playground shifts to ensure all groups are getting adequate outdoor time and are meeting the occupancy for the space by taking turns on the playground. All facility safety inspections would remain the same, such as the Health District review and fire safety inspection. Individual provider licenses would still be required to submit a cleared TB test, current CPR-First Aid and background checks. Under this program the City would not require the 10 hours of required education for renewals nor the safe sleep course for school aged childcare. She also noted that the Childcare Commission could consider the following temporary and/or permanent wording for the outdoor play area requirement so existing facilities could be allowed to increase occupancy of the building while being allowed to schedule shifts of outdoor area usage. *"If the facility cannot fully meet the seventy-five (75) square feet per child area, but does have an outdoor area that can be split among the children to go out in shifts, they may submit a plan to the City Clerk or designee for approval of a variance."*

Renata McLeod stated this was something the state is doing for a temporary 12-week license. The background checks, and fire and health inspections would remain to ensure the safety of the proposed facility. The Wastewater Department stated that since this would be a temporary use with a sunset clause of 12-weeks, they would not collect a sewer cap fee for the temporary licenses. Ms. McLeod noted that she and Kelley would have one on one discussions with any applicant to clarify that the sewer cap fees would have to be paid at the 12-week mark and will reach out to each group throughout the program to see if they are considering a permanent license. .

Sam Tuskan stated that the state childcare has an exemption in code already that allows for anyone under 12 weeks to operate a childcare for 4-year-old and up without a license. Within Coeur d' Alene there is currently not such an exemption. COVID has shined the light on capacity issue and she felt it was time for the Commission to look at a temporary license, while still making sure their children are safe. She concurred that waiving the continuing education and safe sleep for school aged care providers and minimizing the outdoor play area would make sense. One program example would be if a church wanted to be a temporary facility in one of their Sunday classroom spaces, but does not have the required outdoor space to meet the requirements. They could provide care to school aged children and have a retired teacher come in and tutor then and use the gym area for motor skills. She suggested that an outdoor play schedule be presented to staff for approval, rather than bringing it back to the Commission to expedite approval. The license would only be good for 12 consecutive weeks. If they stopped or are doing it longer, they would need to apply for a permanent license.

Iris Siegler asked how long it would take to receive a license? Kelley Setters stated it would be at most a week to approve.

Beth Ann Fuller asked if the outdoor space reduction is a temporary or permanent change.

Renata McLeod explained that Kelley would present a resolution to City Council requesting a temporary childcare license for 12 weeks only. She suggested the Commission could put in an exception for the outdoor space staggering use plans into the Municipal Code, so that full time existing daycare providers could also increase capacity, which would take a code amendment via Ordinance. Otherwise they would not be allowed the same option during this emergency period.

**Motion** by Tuskan **second** by Freligh to approve the temporary childcare license and amendment to Municipal code section 5.68.030 as presented in the staff report with the exception of submitted outdoor area plans will be approved by the City Clerk or designee.

**Motion carried.**

### **Representative Reports**

**IAEYC** – Sam Tuskan stated working on the strategic plan for the PPG grant.

**NAFCC** – None.

**CENTER** – None.

**STUDENT** – None.

**PANHANDLE HEALTH** – None.

**Next Meeting October 26, 2020**

### **Adjournment**

**Motion** by Freligh to **adjourn, seconded** Wenglikowski **by Motion carried.**

**Meeting adjourned at 7:50 pm**

RESOLUTION NO. 20-054

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING REGULATIONS FOR THE ISSUANCE OF A TEMPORARY CHILDCARE LICENSE.

WHEREAS, due to the ongoing pandemic, the City is in need of a Temporary Childcare license policy; and

WHEREAS, the State of Idaho has a Temporary Childcare license policy, upon which this policy is modeled; and

WHEREAS, that it is understood that the need caused by the pandemic will be a temporary situation and, therefore, this program shall sunset on January 29, 2021; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that regulations for the issuance of temporary childcare licenses be adopted;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the regulations governing the issuance of temporary childcare licenses, attached hereto as Exhibit "A," be and are hereby adopted.

DATED this 6<sup>th</sup> day of October, 2020.

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

ATTEST:

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

Motion by \_\_\_\_\_, Seconded by \_\_\_\_\_, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER WOOD Voted

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

## POLICY

**POLICY:** TEMPORARY CHILDCARE LICENSE

**PURPOSE:** TO ESTABLISH CRITERIA FOR ISSUING TEMPORARY  
CHILDCARE LICENSES

---

### **Purpose Statement:**

The purpose of this policy is to establish the process for issuing temporary childcare licenses for the period ending January 29, 2021. This policy establishes the guidelines that must be followed.

### **Program:**

The program will operate as follows:

1. A temporary license application, provided by the City Clerk, must be completed. The license fee established for a regular childcare license shall be applicable to a temporary license.
2. Holders of a temporary license are not required to attend 10 hours of continuing education or complete the safe sleep course when caring for school aged children in order to hold a temporary license.
3. The city sewer cap fees may be waived for the duration of the temporary license upon City Clerk approval.
4. All other requirements for a childcare license will be applicable to a temporary childcare license.

ORDINANCE NO. \_\_\_\_\_  
COUNCIL BILL NO. 20-1014

AN ORDINANCE AMENDING SECTION 5.68.030, COEUR D'ALENE MUNICIPAL CODE, ENTITLED "BUSINESS LICENSES AND REGULATIONS, CHILDCARE FACILITIES," TO PROVIDE FOR A TEMPORARY EXCEPTION TO THE REQUIREMENT OF 75 SQUARE FEET PER CHILD OF OUTDOOR FENCED PLAY AREA IF A PLAN FOR OUTSIDE PLAY IN SHIFTS IS APPROVED BY THE CHILDCARE COMMISSION; PROVIDING FOR THE REPEAL OF THE FOLLOWING SECTIONS OF THE CITY CODE; PROVIDING FOR THE REPEAL OF OTHER CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

WHEREAS, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that said amendment be adopted;

NOW, THEREFORE,

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

**SECTION 1.** *That section 5.68.030 (I) of the Coeur d'Alene Municipal Code is amended to read as follows:*

5.68.030: LICENSE TYPES AND REQUIREMENTS:

- I. Facility License Requirements: In order to obtain a facility license which expires December 31 annually:
  1. Operator must hold a current childcare owner/operator's license.
  2. Facility must have an approved health inspection during the past three hundred sixty-five (365) days.
  3. Facility must have an approved fire inspection, conducted by the city of Coeur d'Alene fire department, within the past three hundred sixty-five (365) days.
  4. As of June 1, 1999, all new applicants for a facility license must have a safe, fenced outdoor play area. Fences must be built of suitable material to contain the ages of children being cared for. The outdoor fenced play area should be a minimum of seventy-five (75) square feet per child. If the outdoor fenced play area cannot meet the seventy-five (75) square feet per child requirement, but the facility has a reasonable plan to allow for the children to use the outdoor fenced play area in shifts such that there is at least seventy-five square feet per child actually using the area at any one time, the facility may submit its plan to the City Clerk or designee and request a variance. Facilities where care is intended to be two (2) hours or less and the parent is on-site, such as in health clubs, grocery stores, etc., are exempt from the outdoor fence play area requirement.
    - a. Outdoor play areas must be maintained in a clean and safe condition, free from debris, dilapidated structures, broken and worn out play equipment, building supplies, glass, sharp rocks, jagged or sharp edges of any kind, toxic plants, animal feces, cigarette butts, and any other potentially injurious materials.



b. Outdoor play areas must have a safe and reliable drinking water supply accessible in the play area. The water supply may be a water fountain, water jug and paper cups, sanitized water bottles, etc., and must comply with the health standards of the Panhandle health district.

c. All outdoor play areas are required to have some form of seasonal shade covering at least ten percent (10%) of the play yard from May 1 through October 1 of each year. The shaded area may be provided by a fabric covering, shade tent, or treed area, but beach/patio umbrellas do not meet this requirement.

**SECTION 2.** All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 3.** The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein.

**SECTION 4.** After its passage and adoption, a summary of this Ordinance, pursuant to 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 this Ordinance shall be in full force and effect.

*Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on October 6, 2020.*

APPROVED, ADOPTED and SIGNED this 6<sup>th</sup> day of October, 2020.

---

Steve Widmyer, Mayor

ATTEST:

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Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_  
Amending Certain Sections of the City Code regarding  
Childcare Facilities Required Outdoor Areas

AN ORDINANCE AMENDING THE CITY CODE, CHAPTER 5 ENTITLED "BUSINESS LICENSING AND REGULATIONS," TO PROVIDE FOR AN AMENDMENT TO MUNICIPAL CODE SECTION 5.68.030 (1) "LICENSE TYPES AND REQUIREMENTS" TO PROVIDE CLARIFICATION THAT THE 75 SQUARE FEET OF REQUIRED OUTDOOR PLAY AREA CAN BE SCHEDULED IN SHIFTS TO MEET THE REQUIRED AREA; PROVIDING FOR THE REPEAL OF THE FOLLOWING SECTIONS OF THE CITY CODE; PROVIDING FOR THE REPEAL OF OTHER CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. \_\_\_\_\_ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

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Renata McLeod, City Clerk

**STATEMENT OF LEGAL ADVISOR**

I, 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. \_\_\_\_\_, Amending Chapter 5.68 to the City Code, 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 6th day of October, 2020.

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Randall R. Adams, Chief Deputy City Attorney

**City Council  
Staff Report**

**DATE:** October 6, 2020  
**FROM:** Chris Bosley – City Engineer  
**SUBJECT:** Request for acceptance of ignite cda funding for the design and construction of Lacrosse Ave

=====

**DECISION POINT:**

Staff is requesting the acceptance of up to \$1.8 Million ignite cda funding for the design and construction of Lacrosse Ave.

**HISTORY:**

The Atlas Mill Site traffic study, completed in January of 2019 by Welch Comer and Associates, recommended a third access point to the Riverstone area as a mitigation measure to reduce traffic congestion. Specifically, the recommendation called for Lacrosse Ave to extend from Beebe Boulevard to Northwest Boulevard with a traffic signal installed at Northwest Boulevard. Previously, the Four Corners/BLM Corridor Master Plan also called for Lacrosse Ave to extend from Northwest Boulevard to Lakewood Drive, providing access to future park amenities. Recently, Active West began construction of a residential subdivision extending east of Beebe Boulevard, connecting to Lakewood Drive, setting the stage for extending the street to Northwest Boulevard and completing the conceptualized connection. On October 16<sup>th</sup>, 2020 ignite cda approved a contribution of up to \$1.8 Million for the design and construction of Lacrosse Ave. Upon approval from City Council, design would be completed this fall/winter with construction beginning in spring of 2020.

**FINANCIAL ANALYSIS:**

The \$1.8 Million in funding is anticipated to cover design and construction of Lacrosse Ave, with the exception of water, sewer, and stormwater improvements, which may be covered by the respective departments, if desired.

**PERFORMANCE ANALYSIS:**

Completion of Lacrosse Avenue will provide another ingress/egress to the Riverstone development, provide future park access, and reduce traffic congestion in the area. This project will help to fulfill a recommendation of the Atlas Mill Site Traffic Study and the Four Corners/BLM Corridor Master Plan.

**DECISION POINT/RECOMMENDATION:**

Staff recommends acceptance of up to \$1.8 Million in ignite cda funding for the design and construction of Lacrosse Ave.

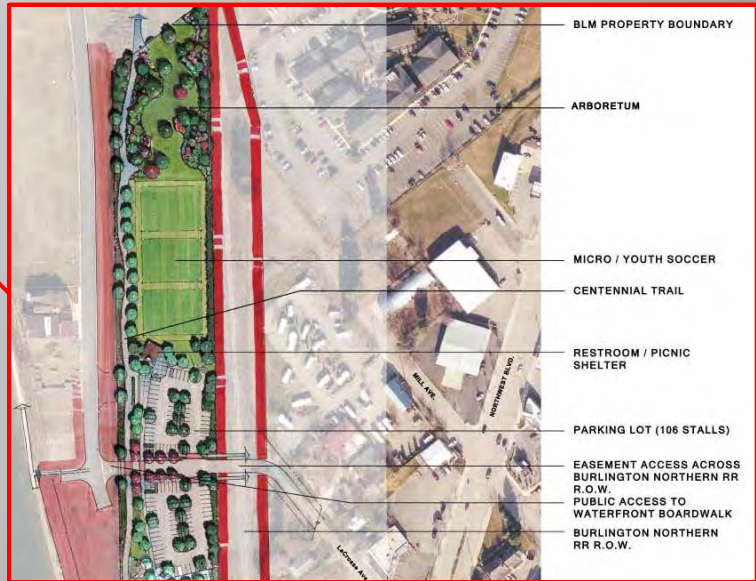
# Lacrosse Ave



October 6, 2020

## Lacrosse Ave: BLM Corridor Plan

**FOUR CORNERS / BLM CORRIDOR MASTER PLAN**  
Public Workshop / Open House  
HWY. 95 TO BLM BOUNDARY



- BLM PROPERTY BOUNDARY
- ARBORETUM
- MICRO / YOUTH SOCCER
- CENTENNIAL TRAIL
- RESTROOM / PICNIC SHELTER
- PARKING LOT (106 STALLS)
- EASEMENT ACCESS ACROSS BURLINGTON NORTHERN RR R.O.W.
- PUBLIC ACCESS TO WATERFRONT BOARDWALK BURLINGTON NORTHERN RR R.O.W.

# Lacrosse Ave: Atlas Mill Site Traffic Study



**10.1.1. LACROSSE CONNECTION**  
 Riverstone needs another point of entry and adding a connection at Lacrosse alleviates some of the demand on the Northwest Boulevard/Lakewood intersection. The intersection of Northwest Boulevard/Lacrosse will meet signal warrants; therefore, a signal at this proposed intersection is recommended. Another benefit to adding a signal at Lacrosse is that Winton Elementary is located on Lacrosse immediately east of the intersection and the signal will improve access to the school.

**10.1.2. LAKESIDE CONNECTION**  
 Because of congestion on US 95, many drivers currently bypass the Lakewood Boulevard/Healthway Road corridor as an alternate route to the bypass. This route through Healthway Road is currently limited to an LRT as an alternative to Lakewood and Healthway Road. It is currently serving 20,000 vehicles per day. The intersection of Lakewood and Healthway Road is currently serving 10,000 vehicles per day. The intersection of Lakewood and Healthway Road is currently serving 10,000 vehicles per day. The intersection of Lakewood and Healthway Road is currently serving 10,000 vehicles per day.

**10.1.3. HEALTHWAY ROAD CONNECTION**  
 There has been discussion to shift employees from one side of the road to the other. When employees are able to walking east and west lanes, it will spread out the peak so that the peak is a less concentrated corridor.

**10.1.4. HEALTHWAY ROAD CONNECTION**  
 There has been discussion to shift employees from one side of the road to the other. When employees are able to walking east and west lanes, it will spread out the peak so that the peak is a less concentrated corridor.

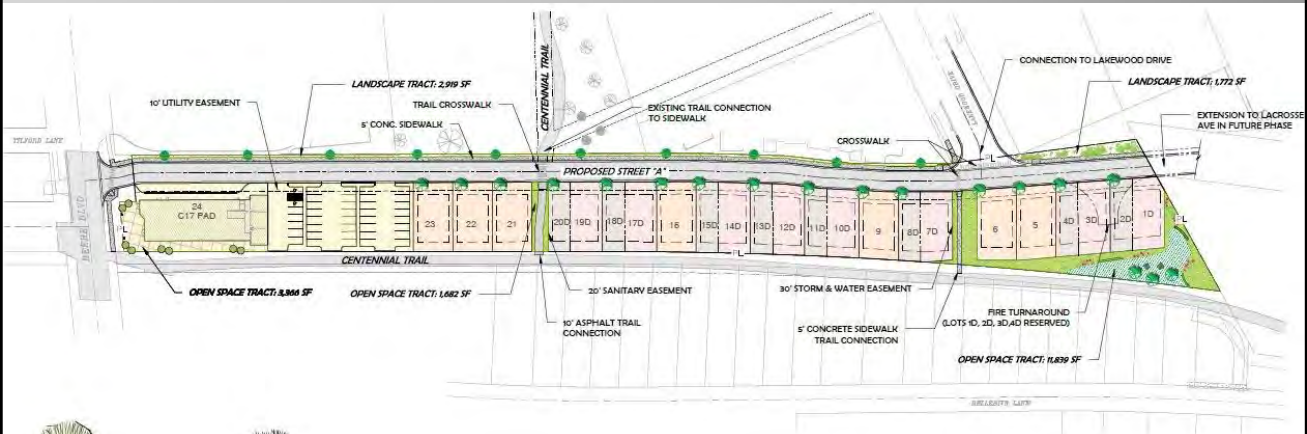
**10.1.5. HEALTHWAY ROAD CONNECTION**  
 There has been discussion to shift employees from one side of the road to the other. When employees are able to walking east and west lanes, it will spread out the peak so that the peak is a less concentrated corridor.

**10.1.6. HEALTHWAY ROAD CONNECTION**  
 There has been discussion to shift employees from one side of the road to the other. When employees are able to walking east and west lanes, it will spread out the peak so that the peak is a less concentrated corridor.

**10.1.7. HEALTHWAY ROAD CONNECTION**  
 There has been discussion to shift employees from one side of the road to the other. When employees are able to walking east and west lanes, it will spread out the peak so that the peak is a less concentrated corridor.

**10.2.2. LACROSSE CONNECTION**  
 Riverstone needs another point of entry and adding a connection at Lacrosse alleviates some of the demand on the Northwest Boulevard/Lakewood intersection. The intersection of Northwest Boulevard/Lacrosse will meet signal warrants; therefore, a signal at this proposed intersection is recommended. Another benefit to adding a signal at Lacrosse is that Winton Elementary is located on Lacrosse immediately east of the intersection and the signal will improve access to the school.

# Lacrosse Ave: Original PUD

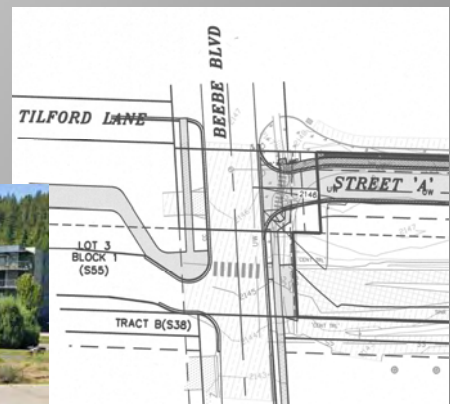




*Lacrosse Ave: City Portion*



*Lacrosse Ave: Beebe Blvd Improvements*





# Lacrosse Ave: Cost Estimate

Description	Pay Unit	Total Quantity	Rounded Quantity	Unit Price	Total Amount
Mobilization	LS	1	1	\$ 240,000.00	\$ 240,000.00
Site Control	LS	1	1	\$ 10,000.00	\$ 10,000.00
Construction Traffic Control	LS	1	1	\$ 10,000.00	\$ 10,000.00
Temporary Stabilized Construction Entrance	EA	2	2	\$ 1,500.00	\$ 3,000.00
Removal of Existing Asphalt	DY	390	390	\$ 10.00	\$ 3,900.00
Removal of Existing Curb	LF	200	200	\$ 10.00	\$ 2,000.00
Removal of Sidewalk	DY	17	20	\$ 15.00	\$ 300.00
Removal of Obstructions	LS	1	1	\$ 20,000.00	\$ 20,000.00
Excavation and Embankment	DY	1,111	1,100	\$ 25.00	\$ 27,500.00
Unstable Excavation and Haul	DY	100	100	\$ 30.00	\$ 3,000.00
3/4" Base Rock	TON	4,000	4,000	\$ 25.00	\$ 101,250.00
Asphalt Streets (4" AC)	TON	1,000	1,000	\$ 90.00	\$ 90,000.00
Standard Concrete Sidewalk	DY	833	800	\$ 80.00	\$ 64,000.00
Asphalt Path	TON	188	120	\$ 60.00	\$ 7,200.00
Pedestrian Ramp	EA	4	4	\$ 2,000.00	\$ 8,000.00
Standard Curb and Gutter	LF	3,600	3,600	\$ 30.00	\$ 108,000.00
Concrete Driveway Approach	DY	300	300	\$ 70.00	\$ 21,000.00
Adjust Utilities	LG	1	1	\$ 10,000.00	\$ 10,000.00
Permanent Signage	LS	1	1	\$ 5,000.00	\$ 5,000.00
Permanent Signage	LS	1	1	\$ 5,000.00	\$ 5,000.00
Trees - 3" Cal	EA	80	80	\$ 750.00	\$ 45,000.00
Hydressed & Installation	SF	30,000	30,000	\$ 2.00	\$ 60,000.00
Electrical	LS	1	1	\$ 15,000.00	\$ 15,000.00
Lighting	EA	14	14	\$ 3,000.00	\$ 42,000.00
Traffic Signal	LS	1	1	\$ 300,000.00	\$ 300,000.00
Contingency Amount (20%)	CA	1	1	\$ 282,000.00	\$ 282,000.00
<b>CONSTRUCTION SUBTOTAL</b>					<b>\$ 1,567,150.00</b>
DESIGN PHASE SERVICES					\$ 75,000.00
BIDDING					\$ 5,000.00
CONSTRUCTION PHASE SERVICES					\$ 75,000.00
SURVEY/CONSTRUCTION STAKING					\$ 30,500.00
PUBLIC ART FEE					\$ 30,048.10
WATER CAP FEE (EST.)					\$ 30,000.00
AVISTA RELOCATIONS (EST.)					\$ 30,000.00
THE UNKOV REQUEST					\$ 48,300.00
<b>TOTAL CONSTRUCTION COST</b>					<b>\$ 1,899,000.00</b>
<b>CITY FUNDED IMPROVEMENTS</b>					
Sewer Extension	FT	540	540	\$ 150.00	\$ 81,000.00
Water Extension	FT	1,301	1,300	\$ 75.00	\$ 97,500.00
Storm modifications/swale construction	LS	1	1	\$ 20,000.00	\$ 20,000.00
Drywell	EA	12	12	\$ 3,000.00	\$ 36,000.00
					<b>\$ 234,500.00</b>

ignite cda request: \$1,800,000

		<b>TOTAL CONSTRUCTION COST</b>				<b>\$ 1,809,000.00</b>
<b>CITY FUNDED IMPROVEMENTS</b>						
Sewer Extension	FT	540	540	\$ 150.00	\$ 81,000.00	
Water Extension	FT	1,301	1,300	\$ 75.00	\$ 97,500.00	
Storm modifications/swale construction	LS	1	1	\$ 20,000.00	\$ 20,000.00	
Drywell	EA	12	12	\$ 3,000.00	\$ 36,000.00	
					<b>\$ 234,500.00</b>	

RESOLUTION NO. 20-055

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AN AGREEMENT FOR FINANCING OF CONSTRUCTION - LACROSSE AVENUE IMPROVEMENT PROJECT WITH COEUR D'ALENE URBAN RENEWAL AGENCY, DBA IGNITE CDA.

WHEREAS, the City Engineer of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into an Agreement for Financing of Construction - Lacrosse Avenue Improvement Project with the Coeur d'Alene Urban Renewal Agency, dba ignite cda, pursuant to terms and conditions set forth in the 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 the Agreement;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into an Agreement for Financing of Construction - Lacrosse Avenue Improvement Project with the Coeur d'Alene Urban Renewal Agency, dba ignite cda, 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 the 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 the Agreement for Financing of Construction – Lacrosse Avenue Improvement Project on behalf of the City.

DATED this 6<sup>th</sup> day of October, 2020.

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Steve Widmyer, Mayor

ATTEST:

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Renata McLeod, City Clerk

Motion by \_\_\_\_\_, Seconded by \_\_\_\_\_, to adopt the foregoing resolution.

**ROLL CALL:**

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

**AGREEMENT FOR FINANCING OF CONSTRUCTION  
Lacrosse Avenue Improvement Project - Coeur d'Alene, Idaho**

This Agreement, effective as of the 6<sup>th</sup> day of October, 2020, is made and entered into between the **Coeur d'Alene Urban Renewal Agency, dba ignite cda**, hereinafter referred to as the "Agency," and the **City of Coeur d'Alene, Idaho**, hereinafter referred to as the "City," relating to the financing and construction of certain public improvements to Lacrosse Avenue, located in Coeur d'Alene, Idaho, hereinafter referred to as the "Project." The City and the Agency are each referred to herein separately as a "Party" and collectively as the "Parties."

WHEREAS, the Agency is an independent public body corporate and politic as a duly created and existing urban renewal agency for the City, authorized under the authority of the Idaho Urban Renewal Law of 1965, Title 50, Chapter 20, Idaho Code, as amended, hereinafter referred to as the "Law," and the Local Economic Development Act, Title 50, Chapter 29, Idaho Code, as amended, hereinafter referred to as the "Act;" and

WHEREAS, the City is a municipal corporation duly organized, existing, and operating under the laws and Constitution of the State of Idaho, hereinafter referred to the "State;" and

WHEREAS, the City Council of the City approved the Lake District Redevelopment Plan, hereinafter referred to as the "Plan," in 1997, an Amended and Restated Plan in 2003, the First Amendment to the Plan in 2016, and the Second Amendment to the Plan in 2018; and

WHEREAS, pursuant to the Act, the Law and the Plan, as amended, the Agency is authorized to carry out the purposes and various projects under the Plan, and to enter into and carry out contracts or agreements in connection therewith, including but not limited to, the Project; and

WHEREAS, the Agency has found that the Project will promote redevelopment that is consistent with the goals of the Plan; and

WHEREAS, the City owns or controls certain real property more commonly known as Lacrosse Avenue, located in Coeur d'Alene, Idaho, hereinafter referred to as the "Project Site," and intends to extend the roadway and sidewalk, install a traffic signal at Northwest Boulevard, and make related improvements; and

WHEREAS, the Agency has agreed, in accordance with its Plan, and for the benefit of the City and the Agency, to contribute certain funds of the Agency to the City for the purpose of financing the construction of the Project.

NOW, THEREFORE, it is agreed as follows:

**I. Effective Date.** The effective date of this Agreement shall be the date when this Agreement has been signed by the City and the Agency, and shall continue until the completion of all obligations of each Party.

**II. Financing of Construction of Project.** The Agency has agreed to pay up to One Million Eight-Hundred Thousand and No/100 Dollars (\$1,800,000.00), hereinafter referred to as the “Agency Contribution,” for the costs of construction of the Project, hereinafter referred to as the “Construction Costs,” with said Construction Costs related to Project elements constructed solely within the boundary of the revenue allocation area subject to the Plan, commonly known as the Lake District, provided the City at all times complies with the terms of this Agreement and spends the Agency Contribution in fiscal years 2021 and 2022. An Agency Board member and/or the Agency’s Executive Director shall be a member of the Project implementation team and the Agency shall approve any and all construction draw requests made of the City, submitted pursuant to any Construction Agreement entered into by the City in connection with the financing and construction of the Project. This requirement shall be included in all Construction Agreements entered into in connection with the Project, so as to require Agency sign-off as a prerequisite to disbursement of any Agency funds pursuant to such draw request. The Agency shall have the ability, in its sole discretion, to hire a third-party consultant or expert to oversee the construction of the Project, at Agency’s expense. The City agrees to cooperate, or cause its contractor or other party acting on behalf of the City, to reasonably cooperate with such third-party consultant or expert.

**III. Payments by the Agency.** Provided that the City is in compliance with the terms and conditions of this Agreement, within thirty (30) days of a project draw request of the contractor being submitted to the Agency, which has been signed and approved by the Project’s contract engineer, the City and the Agency, the Agency will pay directly to the contractor the amount requested under the draw request, but not exceeding the total Agency Contribution.

**IV. Changes during Construction.** All material changes to the Project, including but not limited to material changes to the Final Design, and any change orders submitted during the construction phase of the Project in excess of One Thousand and No/100 Dollars (\$1,000.00) shall be subject to prior written approval by the Agency.

**V. Antidiscrimination.** The City, for itself and its successors and assigns, agrees that in the construction, design and installation of the Project provided for in this Agreement, the City will not discriminate against any employee or applicant for employment because of age, race, handicap, color, creed, religion, sex, marital status, ancestry, or national origin.

**VI. Insurance.** The City, or its general contractor, shall, at their sole cost, obtain and maintain in force for the duration of this Agreement, or beyond as set forth below, insurance of the following types, with limits not less than those set forth below and in a form acceptable to the Agency, to insure the Agency’s interest in the Project:

- (a) Commercial General Liability Insurance, with a broad form general liability endorsement or equivalent, in an amount not less than \$2,000,000 per occurrence for bodily injury and property damage and in an amount not less than \$2,000,000 each person for personal injury and per occurrence for advertising injury. Such policy shall include contractual liability (including this Agreement), and

independent contractor liability. Such policy shall have an aggregate products/completed operations liability limit of not less than \$2,000,000 and a general aggregate limit of not less than \$2,000,000, which general aggregate limit will be provided on a per project basis. The products/completed operations liability coverage shall be maintained in full force and effect for not less than three (3) years following completion of the Project. The policy shall name the City as the insured and shall be endorsed to name the Agency, including its respective affiliates, officers, directors, and employees as additional insureds.

(b) The City shall ensure that its general contractor, contractors, subcontractors and sub-subcontractors working on the improvements related to the Project have Commercial General Liability Insurance with a broad form general liability endorsement, or equivalent, in an amount not less than \$1,000,000 each occurrence for bodily injury and property damage and in an amount not less than \$1,000,000 each person for personal injury and advertising injury. Such policy shall have an aggregate products/completed operations liability limit of not less than \$2,000,000 and a general aggregate limit of not less than \$2,000,000, which general aggregate limit will be provided on a per project basis. This policy shall be endorsed to name the Agency, including its respective affiliates, directors, and employees, as additional insureds, and shall include additional insured endorsements in favor of the Agency, or its assigns.

(c) Worker's Compensation Insurance, including occupational illness or disease coverage, in accordance with the laws of the state of Idaho, and Employer's Liability Insurance with a minimum limit of \$1,000,000 per accident and, for bodily injury by disease, \$1,000,000 per employee. The City shall not utilize occupational accident or health insurance policies, or the equivalent, in lieu of mandatory Worker's Compensation Insurance or otherwise attempt to opt out of the statutory Worker's Compensation system.

(d) Automobile Liability Insurance covering use of all owned, non-owned, and hired automobiles, with a minimum combined single limit of liability for bodily injury and property damage of \$1,000,000 per occurrence. This policy shall be endorsed to name the Agency, including its respective affiliates, directors, and employees, as additional insureds, and shall include additional insured endorsements in favor of the Agency, or its assigns.

(e) A builder's risk, "all-risk," or equivalent policy, completed value nonreporting form of fire, extended coverage, vandalism and malicious mischief, which shall include coverage for completion and/or occupancy. Such insurance shall be maintained until final payment to the general contractor or contractor, as applicable, has been made for the work necessary to construct the Project. This insurance shall insure interests of the City, the Agency, the general contractor, contractors, subcontractors and subsubcontractors. The Project shall be included as "insured property" under such policy. The policy shall be in an amount that is not less than 100% of the replacement cost of the improvements, and name the Agency,

or its assigns, as an additional insured and lender's loss payee, and shall include additional insured endorsements and lender's loss payable endorsements in favor of the Agency, or its assigns.

(f) Insurance against loss or damage to the Project and improvements by fire and any and all risks covered by insurance of the type known, as of the date hereof, as "special form coverage," including but not limited to fire (with extended coverage) and mischief, collapse, earthquake, flood, windstorm, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements, which shall cover necessary and reasonable expenses for any architectural or engineering expenses required as a result of such insured loss, in an amount not less than one hundred percent (100%) of the full replacement cost of the improvements, as determined from time to time by the Agency, without deduction for depreciation. Any proceeds received hereunder will be used to replace and/or reconstruct the Project.

(g) All insurance policies provided by the City or its general contractor, contractors, subcontractors and sub-subcontractors under this Agreement shall include a waiver of subrogation by the insurers in favor of the Agency, and shall be endorsed to evidence this waiver. The City hereby releases the Agency, including its respective affiliates, directors, and employees, for losses or claims for bodily injury, property damage, or other insured claims arising out of the City's performance under this Agreement or construction of the Project.

(h) All policies shall be in form and substance acceptable to the Agency. Each policy shall provide by its terms that it cannot be cancelled or materially changed except upon at least thirty (30) days' prior written notice to the Agency. At least thirty (30) days prior to the expiration date of any policy, a renewal policy or binder for or a certificate of such policy shall be delivered by the City to the Agency. Prior to the commencement of any construction of the Project, the City shall provide the Agency a copy of each policy required under this Agreement or a certificate of each policy, at the Agency's option, and the City shall provide a copy of all executed endorsements required under this Agreement. At the Agency's request, the City shall provide a certified copy of each policy required under this Agreement. If any policy requires deductibles, the City shall pay the cost of such deductibles.

(i) All policies of insurance required by this Agreement shall be issued by insurance companies with a general policyholder's rating of not less than A and a financial rating of AAA ( or equivalent ratings if such are changed) as rated in the most current available "Best's Key Rating Guide" and qualified to do business in the state of Idaho.

(j) The foregoing insurance coverage shall be primary and noncontributing with respect to any other insurance or self-insurance that may be maintained by the Agency. The fact that the City has obtained the insurance required in this Section shall in no manner lessen or affect the City's other obligations or liabilities set forth

in the Agreement. Anything herein to the contrary notwithstanding, the Agency may permit the City to become self-insured for all or any part of the foregoing requirements if such self-insurance is permitted by, qualifies under and satisfies all applicable requirements of the laws of the State of Idaho and the Agency is named as an additional insured.

**VII. Damage and Destruction; Condemnation.** In the event that the Project, or any part thereof, is damaged or destroyed, or title to the Project, or any part thereof, is taken by any governmental body other than the City through the exercise of the power of eminent domain, any condemnation award or insurance proceeds payable to or for the account of the City shall be used to rebuild, replace, repair or restore the Project to the extent of such damage, destruction or taking. In the event the City reasonably determines that such rebuilding, replacement, repair or restoration of the Project is impracticable or not feasible, such proceeds shall be used to reimburse the Agency for the Agency Contribution. In the event of a partial taking or partial destruction of the Project, the City shall first apply such condemnation award or insurance proceeds to repair or restore the remainder of the Project to the extent such Project has been destroyed, or to replace the portion of the Project taken in any partial condemnation, and shall apply any amount not so expended to reimburse the Agency for its proportionate share of the costs of the Project components funded with the Agency Contribution subject to such partial taking or partial damage or destruction.

**VIII. Use of the Project.** The Project shall at all times remain open to and used by the public up to and including December 31, 2021.

**IX. Default.** Neither Party shall be deemed to be in default of this Agreement except upon the expiration of forty-five (45) days from receipt of written notice of default from the other Party specifying the particulars in which such Party has failed to perform its obligations under this Agreement. Such Party may, prior to expiration of said 45-day period, rectify the particulars specified in said notice of default. In the event the Party does not rectify the default within 45 days of receipt of the notice of default, the non-defaulting Party may do the following:

- (a) The non-defaulting Party may terminate this Agreement upon written notice to the defaulting Party and recover from the defaulting Party all direct damages incurred by the non-defaulting Party.
- (b) The non-defaulting Party may seek specific performance of this Agreement and, in addition, recover all damages incurred by the non-defaulting Party. The Parties declare it to be their intent that this Agreement may be specifically enforced.
- (c) In the event the City defaults under this Agreement, the Agency (the non-defaulting Party) shall have the right to seek reimbursement of any funds provided to the City pursuant to this Agreement, plus any additional amount due by the Agency to its lenders due to a determination of taxability caused by the City's violation of the covenants contained herein to maintain the tax-exempt use of the Project.



**X. Indemnification.** The City shall indemnify and hold the Agency, and its respective officers, agents, and employees, harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable attorney fees, which may be imposed upon or incurred by or asserted against the Agency, the City, or their respective officers, agents, and employees relating to the construction, design or installation of the Project. Notwithstanding the foregoing, the City shall have no obligation to indemnify and hold the Agency and its officers, agents, and employees harmless from and against any matter to the extent it arises from the active negligence or willful act of the Agency, or its officers, agents, or employees, or from the active negligence or willful act of the Agency resulting in an award of punitive damages against the Agency or the City. In the event an action or proceeding is brought against the Agency, or its officers, agents, and employees, by reason of any such claim, the City, upon written notice from the Agency, shall, at the City's expense, resist or defend such action or proceeding by counsel selected by the City or the City's insurance carrier.

**XI. Access to Reports.** Each Party agrees to provide all information regarding the Project to the other Party upon reasonable request to the appropriate Authorized Representative as designated under Section XVI.

**XII. Captions and Headings.** The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions, or agreements contained therein.

**XIII. No Joint Venture or Partnership.** The Agency and the City agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making the Agency and the City a joint venture or partners.

**XIV. Assignment.** The rights, obligations and duties of the Agency and the City under this Agreement shall not be assigned or transferred, in whole or in part, without the prior written permission of the other Party.

**XV. Notice and Receipt.**

(a) Notices. All notices under this Agreement shall be in writing and shall be made by personal service, by United States mail, or by United States express mail, or by other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the appropriate Party at the address set forth below:

**If to City:**

Chris Bosley, City Engineer  
710 E. Mullan Avenue  
Coeur d'Alene, ID 83 814

**If to Agency:**

ignite cda Executive Director  
105 N. 1st Street, Suite 100  
Coeur d'Alene, Idaho 83 814

The person and address to which notices are to be given may be changed at any time by any Party upon written notice to the other Party. All notices given pursuant to this Agreement shall be deemed effective upon receipt.

(b) Receipt. For the purpose of this Agreement, the term “receipt” shall mean the earlier of any of the following:

- (i) the date of delivery of the notice or other document to the address specified above as shown on the return receipt;
- (ii) the date of actual receipt of the notice or other document by the person or entity specified above; or
- (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of:
  - (A) the date of the attempted delivery or refusal to accept delivery;
  - (B) the date of the postmark on the return receipt; or
  - (C) the date of receipt of notice of refusal or notice of non-delivery by the sending Party.

**XVI. Authorized Representative.** The Agency hereby designates Tony Berns, its Executive Director, as its Authorized Representative. The City hereby designates Chris Bosley, its City Engineer, as its Authorized Representative.

**XVII. Applicable Law; Venue; Attorney Fees.** This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho. Venue shall be in the District Court of the State of Idaho, in and for the County of Kootenai. Should any legal action be brought by either Party because of breach of this Agreement or to enforce any provision of this Agreement, the prevailing Party shall be entitled to reasonable attorney fees, court costs, and such other costs as may be found by the court.

**XVIII. Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the Parties.

**XIX. Parties in Interest.** Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the City and the Agency any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the City and the Agency.

**XX. Severability.** In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Agreement, this Agreement shall be construed and enforced as if such illegal or invalid provisions had not been contained herein or therein.

**XXI. Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute only one and the same Agreement.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement the day and year below written to be effective the day and year above written.

CITY OF COEUR D'ALENE

COEUR D'ALENE URBAN RENEWAL  
AGENCY D/B/A IGNITE CDA

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

By \_\_\_\_\_  
Tony Berns, Executive Director

ATTEST:

ATTEST:

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

\_\_\_\_\_  
Secretary

**CITY COUNCIL  
STAFF REPORT**

**Date:** October 6, 2020  
**From:** Chris Bosley, City Engineer  
**SUBJECT:** Ground Disturbance Permit

---

**DECISION POINT:**

Staff is requesting City Council to adopt a Ground Disturbance Permit program.

**HISTORY:**

Currently, the City does not have a permit specifically for ground disturbing activities. Permits for site development (which may include asphalt paving, underground utilities, etc.) or building construction cover ground disturbing activities, but not all ground disturbing activities require those permits. In the past, ground disturbing activities have been identified by inspectors, reported by concerned members of the public, or gone largely unnoticed. By implementing a permit for these activities, City inspectors will be aware of proposed ground disturbing activities so they may ensure best management practices are used to reduce erosion and sediment issues. Enforcement of sediment and erosion control violations is required by our Municipal Separate Storm Sewer System (MS4) permit for stormwater discharge into the lake and river. Currently, the EPA governs over MS4 permits, but the Idaho Department of Environmental Quality (IDEQ) will be accepting that responsibility this year.

**FINANCIAL ANALYSIS:**

A minor cost in staff time is associated with receiving permit applications, issuing permits, and inspecting construction sites. At this time, permits would be issued at no charge. A nominal fee will be requested for this permit with the next fee updates.

**PERFORMANCE ANALYSIS:**

By initiating a Ground Disturbance Permit program, City inspectors will be aware of ground disturbing activities so they may ensure best management practices are used to reduce erosion and sediment issues.

**DECISION POINT/ RECOMMENDATION**

Staff is requesting City Council to adopt a Ground Disturbance Permit program.



# CITY OF COEUR D'ALENE Ground Disturbance Permit Application

For ground disturbing activities without site development OR prior to a site development permit



Know what's below.  
Call before you dig.

Project Name: \_\_\_\_\_ Site Address: \_\_\_\_\_

Legal Description: Lot \_\_\_\_ Block \_\_\_\_ Subdivision \_\_\_\_\_ OR Serial Number/AIN \_\_\_\_\_

Owner: \_\_\_\_\_ Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Email: \_\_\_\_\_

City State Zip

Contractor: \_\_\_\_\_ Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Email: \_\_\_\_\_

City State Zip

Idaho State Contractor Registration No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

### Activity

- Grading
- Utility Trenching
- Swale Construction
- Foundation Excavation
- Tree Removal
- Hillside Development (15%+ Slope)
- Other: \_\_\_\_\_

### Plan Checklist

- North Arrow
- Scale
- Date of Plan Development
- Existing & Proposed Contours
- Existing & Proposed Site Improvements
- Location/Size of Existing Vegetation
- Distance to shoreline (if applicable)
- Indication of Vegetation Preservation/Removal Items
- Stockpile Area
- Existing Structures
- Sediment & Erosion Control Measures (Silt Fence, Stabilized Construction Entrance, Inlet Protection, Etc.)
- Hillside Features, if applicable (Slope, Significant Trees, Disturbed Area, Footprint of Home/Driveway)

### Description of Work:

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Provide one (1) paper copy and one (1) CD of all applicable site plans, specifications, soils investigation reports, stormwater, grading, and sediment and erosion control plans.

This permit becomes null and void if work or construction authorized is not commenced within 180 days, or if construction of work is suspended or abandoned for a period of 180 days at any time after work is commenced.

I hereby certify I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction.

Owner/Authorized Agent \_\_\_\_\_ Date: \_\_\_\_\_

STAFF TO COMPLETE: Submittal Date: \_\_\_\_\_ Time: \_\_\_\_\_ Receipt Number: \_\_\_\_\_ Fee Amount: \_\_\_\_\_ \$0 \_\_\_\_\_ Accepted By: \_\_\_\_\_



Coeur d'Alene City Council  
March 17, 2020  
Jamie Brunner  
Panhandle SEEP Steering Committee

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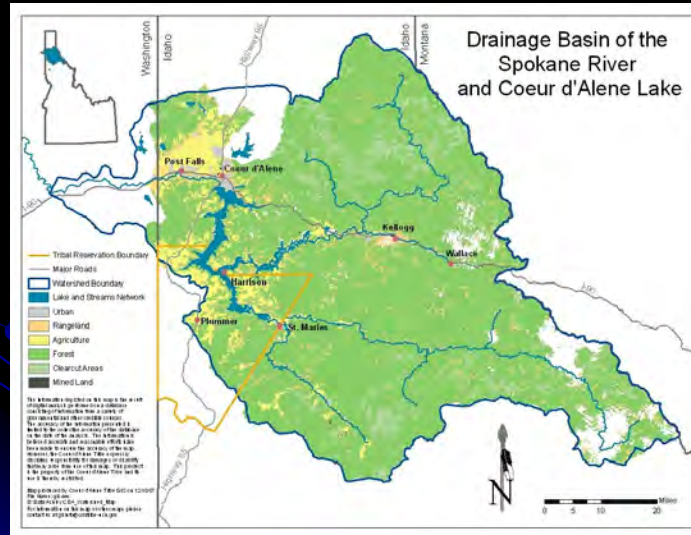
## What's Our Goal?

**CLEAN WATER**  
by reducing  
stormwater pollution



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# Watersheds



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## Construction Activity Impacts

- Increase erosion and sedimentation
- Increase soil compaction and runoff
- Contribute pollutants to waterways



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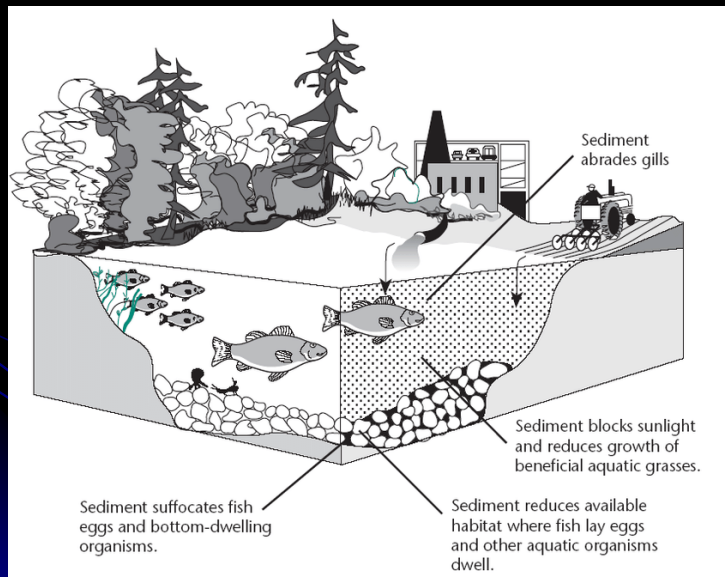
# Impacts of Sedimentation

- Fills culverts and stormdrain systems
- Decreases storage in lakes and reservoirs
- Harms fish and habitat
- Impairs water quality



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# Impacts of Sedimentation



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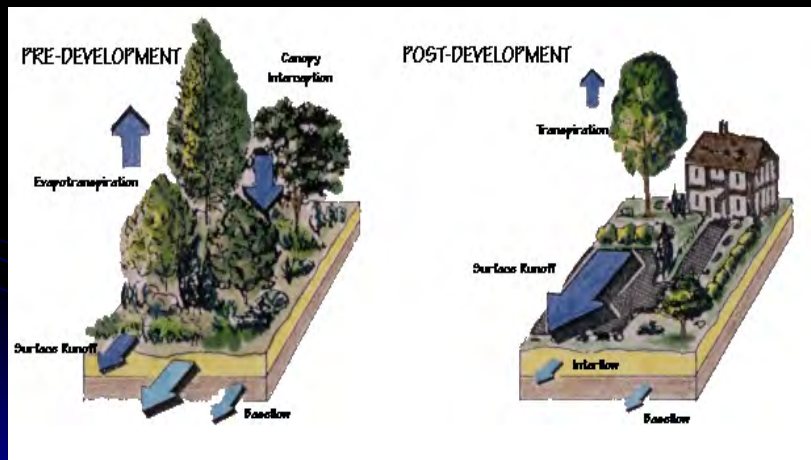


# Urbanization



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# Urbanization Changes in Water Patterns



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## Common Pollutants from Construction Sites:

- Concrete materials
- Fuel, oil and lubricants
- Paints and solvents
- Detergents
- Fertilizer and pesticides
- Trash
- Plaster and mason work by-products
- Hazardous chemicals, acids, limes, glues
- Portable restrooms

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## Nutrient Loading

- Phosphorus and nitrogen
- Naturally occurring but human accelerated
- Sources include
  - Stormwater runoff
  - Erosion
  - Sedimentation
  - Human and animal waste
  - Fertilizers

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# Effects of Excess Nutrients

- Increase aquatic plant growth
- Harmful algae blooms
- Low dissolved oxygen levels and fish stress



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# What is SEEP?

- Educational Program
  - Erosion, Sedimentation, and Stormwater
  - Best Management Practices (BMPs) to Manage
  - Forum to Exchange Ideas and Experiences
  - Certification is Optional (some jurisdictions require SEEP certification or equivalent)
  - Over 300 certified since 2007
- BASIC SEEP
  - 1<sup>st</sup> Day: morning classroom; afternoon field site
  - 2<sup>nd</sup> Day: morning classroom; afternoon exam
- Level II SEEP/Recertification
  - Morning classroom
  - Afternoon: self-guided field tour & classroom discussion
- CESCL

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Thank you!



PanhandleSEEP.org

[Jamie.brunner@deg.idaho.gov](mailto:Jamie.brunner@deg.idaho.gov)  
208-666-4623

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COUNCIL BILL NO. 20-1015  
ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ADDING A NEW CHAPTER 15.40, GROUND DISTURBANCE, TO THE COEUR D'ALENE MUNICIPAL CODE; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, upon recommendation of the Streets & Engineering Department, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that said Chapter be adopted;

NOW, THEREFORE,

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

**SECTION 1.** *That a new Chapter 15.40, Ground Disturbance, be added to the Coeur d'Alene Municipal Code as follows:*

**CHAPTER 15.40  
GROUND DISTURBANCE**

**15.40.010: INTENT:**

The intent of this Chapter is to reduce the discharge of sediment and potential pollutants from properties to the maximum extent practicable, to protect water quality, and to satisfy the appropriate water quality requirements of the Clean Water Act by requiring City approval of a plan for erosion and sediment control when a qualifying ground disturbing activity is proposed, and by requiring that all persons proposing to conduct a qualifying ground disturbing activity obtain a Ground Disturbance Permit from the City as provided in this Chapter.

**15.40.020: DEFINITION; EXCEPTION:**

- A. The term “qualifying ground disturbing activity” shall include:
1. Any activity that has the potential to cause soil or sediment to leave the site;
  2. Any action that results in the movement of soil, a change in soil cover, or a change in the existing topography, including clearing a site of trees and/or stumps, in an area that is one acre or larger;

3. The addition or replacement of a combined 2,000 square feet or more of impervious surface, including pavement;
  4. The creation of a stockpile of soils, aggregates, etc., greater than five hundred (500) cubic yards in volume or one (1) acre in area;
  5. Any modification of the soil in-place (e.g. soil remediation, soil stabilization, etc.);
  6. The grading of any soil covered by water;
  7. The disturbance of soil within one hundred fifty feet (150') of the ordinary high water mark of any lake, river, or stream;
  8. Ground disturbance in riparian corridors, wetlands, wetland buffers, and shoreline buffers;
  9. Ground disturbance in steep slope areas, flood-prone areas, and fish and wildlife habitat conservation areas; or
  10. Any commercial and industrial development.
- B. Notwithstanding the provisions of paragraph A above, this Chapter shall not apply to emergency grading activities necessary to protect lives or property.

**15.40.030: GROUND DISTURBANCE PERMIT:**

- A. No qualifying ground disturbing activity may be commenced until a permit is issued unless a Site Development Permit has been issued previously.
- B. An application for a Ground Disturbance Permit shall be submitted to the City Engineer or designee on a form provided by the Streets & Engineering Department for all projects involving qualifying ground disturbing activities. The following information shall be required in the application:
1. Name, address, and telephone number of the owner of the property;
  2. Name, address, and telephone number of the applicant, if different from the owner of the property;
  3. If the owner of the property and applicant are different, written consent of the owner of the property for the proposed activity;
  4. Name, address, and telephone number of the contractor performing the work, if different from the owner of the property;

5. Legal description of the property including the parcel number and, if available, street address;
6. A description of the work proposed to be done, including an estimate of the amount of soil to be moved, removed, and/or added;
7. A site plan, drawn to scale, including property boundaries, north arrow, adjacent roads and storm drains, location of the proposed work, and distances to property lines and prominent features of the property; and
8. An erosion and sediment control plan, signed and stamped by an engineer or landscape architect licensed in the state of Idaho, which shall contain the following:
  - a. a thorough description of the facility construction, the grading and filling of the site, clearing vegetation from the site, resulting slopes, runoff potential, soil depth, erosion potential, and natural drainage;
  - b. contours at two foot (2') intervals for slopes up to fifteen percent (15%) and five foot (5') intervals for slopes over fifteen percent (15%), showing the topography of the ground to be graded, filled, or cleared, and the topography of the ground within fifteen feet (15') of the site, before and after the proposed site work. Spot elevations must be provided at high and low points, grade breaks, and inlets to drainage control structures;
  - c. elevations, proposed grading, dimensions, and location of proposed construction, including calculated quantities of soil to be moved;
  - d. the type and location of all temporary and permanent runoff control methods, including those to be used during construction to prevent the discharge of degraded runoff water into surface water;
  - e. slope stabilization methods to be employed, identifying the location, design and specifications for slope stabilization that will be utilized during and after construction of the project;
  - f. revegetation/remediation strategy, specifying the methods to be used following completion of the project; and
  - g. a copy of the notice of intent (NOI), as required by the EPA, for projects greater than one (1) acre in size, or less than one (1) acre which is part of a larger project totaling more than one (1) acre, and having the potential for runoff discharge to the surface waters of the United States.

C. All applications must be accompanied by the fee adopted by Resolution of the City Council.

D. Upon receipt of a complete application, the City Engineer or designee shall perform a site inspection and shall approve the application if the erosion and sediment control plan is sufficient to prevent soil and sediment from leaving the site. The City Engineer shall base his/her decision on best management practices (BMP), City ordinances and policies, and sound engineering principles.

E. A copy of the permit, together with the approved erosion and sediment control plan, must be available for review by City officials at the site whenever work is being conducted.

F. The City Engineer may waive the requirement for an erosion and sediment control plan for minor improvements which present minimal risk of soil or sediment leaving the site. Such waiver must be in writing and is subject to withdrawal if work changes or if the information on which the waiver was based is determined to be incorrect.

G. The applicant and owner shall be responsible for the design and construction of revised erosion and sediment control if the approved plan fails. The applicant and/or owner shall immediately notify the City Engineer or designee of any alteration in the plan.

#### **15.40.040: ENFORCEMENT:**

A. If qualifying ground disturbing activities are conducted without a required permit, the City Engineer or designee may:

1. Issue a stop work order;
2. Issue a civil citation, in an amount set by Resolution of the City Council;
3. If an applicant or owner has been issued a previous citation for violation of this Chapter, issue a misdemeanor citation;
4. Seek injunctive relief;
5. Pursue a legal action for damages; or
6. Pursue any or all other legal remedies.

B. If an applicant or owner violates a stop work order issued for a violation of this Chapter, he/she shall be issued a misdemeanor citation.

C. Every day work is conducted without a permit shall constitute a separate violation.

**SECTION 2.** All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 3.** The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or



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

**SECTION 4.** After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

*Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on October 6, 2020.*

APPROVED, ADOPTED and SIGNED this 6<sup>th</sup> day of October, 2020.

---

Steve Widmyer, Mayor

ATTEST:

---

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_  
Adding Chapter 15.40 to the Coeur d'Alene Municipal Code

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ADDING A NEW CHAPTER 15.40, GROUND DISTURBANCE, TO THE COEUR D'ALENE MUNICIPAL CODE; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY; AND PROVIDING FOR AN EFFECTIVE DATE. 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. \_\_\_\_\_, Adding Chapter 15.40, Ground Disturbance, to the Coeur d'Alene Municipal Code, 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 6<sup>th</sup> day of October, 2020.

---

Randall R. Adams, Chief Civil Deputy City Attorney

**City Council Meeting  
STAFF REPORT**

**DATE:** October 6, 2020  
**FROM:** Mike Anderson, Wastewater Superintendent  
**SUBJECT:** Supplemental Ordinance for 2020 DEQ Bond

---

**DECISION POINT:**

Should Council approve Council Bill No. 20-1016, authorizing the issuance and sale of the City's Sewer Revenue Bond, series 2020, in the principal amount of \$20,500,000.

**HISTORY:**

In 2015, City Council approved Resolution 15-047 accepting a loan offer from the State of Idaho Department of Environmental Quality (DEQ) Clean Water State Revolving Fund in the amount of \$20,000,000 for the design and construction of the City of Coeur d'Alene Wastewater Department's Tertiary Treatment Phase 2 project. This loan was amended in 2018 for an additional \$500,000 to fund an overhead crane for servicing the TMF equipment installed during this project.

The installation of this equipment was necessary to meet the requirements set forth in the National Pollutant Discharge Elimination System (NPDES) discharge permit issued in 2014 by the United States Environmental Protection Agency (EPA).

**FINANCIAL ANALYSIS:**

The total loan amount of \$20,500,000 will be paid in biannual installments over 20 years at an interest rate of 2.75%. Following a rate analysis, it was decided that funding this project via a low interest rate SRF loan would place the department in an advantageous position and allow the Wastewater Fund to maintain its cash reserves. Funding of this loan was incorporated in the 2017 Wastewater Rate Study.

**PERFORMANCE ANALYSIS:**

Funding of this project via this low interest loan with no pre-payment penalties has placed the Wastewater Utility in the favorable position of meeting treatment requirements and minimizing the financial impact by distributing the cost over 20 years. American Iron & Steel (AIS) requirements as well as Disadvantaged Business Requirements (DBE) are intended to benefit our community on a macro scale as well.

**DECISION POINT/RECOMMENDATION:** City Council should approve this Supplemental Ordinance to issue the 2020 Bond, as required to close out Loan WW1601 with the State of Idaho Department of Environmental Quality.

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

SUPPLEMENTAL ORDINANCE NO. \_\_\_\_\_

COUNCIL BILL NO. 20-1016

A SUPPLEMENTAL ORDINANCE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE ISSUANCE AND SALE OF THE CITY'S SEWER REVENUE BOND, SERIES 2020, IN THE PRINCIPAL AMOUNT OF \$20,500,000 TO PROVIDE FUNDS NECESSARY TO FINANCE IMPROVEMENTS TO THE CITY'S WASTEWATER SYSTEM; RATIFYING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND AMENDMENT THERETO; PROVIDING FOR THE SALE OF THE SERIES 2020 BOND TO THE STATE OF IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY; PLEDGING REVENUES FOR PAYMENT OF THE SERIES 2020 BOND; PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO; AND PROVIDING FOR THE EFFECTIVE DATE HEREOF.

**Approved: October 6, 2020**

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SUPPLEMENTAL ORDINANCE NO. \_\_\_\_

A SUPPLEMENTAL ORDINANCE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE ISSUANCE AND SALE OF THE CITY'S SEWER REVENUE BOND, SERIES 2020, IN THE PRINCIPAL AMOUNT OF \$20,500,000 TO PROVIDE FUNDS NECESSARY TO FINANCE IMPROVEMENTS TO THE CITY'S WASTEWATER SYSTEM; RATIFYING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND AMENDMENT THERETO; PROVIDING FOR THE SALE OF THE SERIES 2020 BOND TO THE STATE OF IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY; PLEDGING REVENUES FOR PAYMENT OF THE SERIES 2020 BOND ON PARITY; FIXING THE FORM AND TERMS OF THE SERIES 2020 BOND; PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO; AND PROVIDING FOR THE EFFECTIVE DATE HEREOF.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AS FOLLOWS:

WHEREAS, the City of Coeur d'Alene, Kootenai County, Idaho (the "City") is a body politic and corporate duly organized, operating and existing under and pursuant to the provisions of the Constitution and the laws of the State of Idaho;

WHEREAS, the City Council (the "Council") of the City is authorized and empowered by the Revenue Bond Act, Idaho Code Sections 50-1027 through 50-1042, inclusive, and the Municipal Bond Law of the State of Idaho, being Idaho Code, Title 57, Chapter 2 (collectively, the "Act"), to authorize, issue, sell and deliver revenue bonds to finance the acquisition and construction of improvements and additions to the wastewater system of the City (the "System");

WHEREAS, on November 29, 2012, the Council adopted Wastewater Bond Ordinance No. 3453 (the "Master Wastewater Bond Ordinance") providing for the issuance and sale of revenue bonds pursuant to the Act to finance or refinance Projects, as defined thereunder, by adoption of supplemental ordinances thereto;

WHEREAS, on April 15, 2013, the District Court of the First Judicial District of the State of Idaho, in and for the County of Kootenai, in Case No. CV-13-338, issued its Judgment (the "Judicial Confirmation") ordering and decreeing, among other things, that the City has the authority to issue revenue bonds, without a public vote, to finance improvements to the City's System (as more specifically described hereinafter, the "Project");

WHEREAS, pursuant to resolution of the Council adopted September 15, 2015, the City entered into that certain State of Idaho Department of Environmental Quality Loan Offer, Acceptance and Agreement for Wastewater Treatment Facility Design and Construction (the "Loan Offer") dated effective September 16, 2015 (the "Loan Agreement") wherein the City agreed to issue and sell its sewer revenue bond in the principal amount of up to \$20,000,000 to the Idaho Department of Environmental Quality (the "Purchaser"), the proceeds of which are to be

used by the City to finance a portion of the Project as authorized pursuant to the Judicial Confirmation;

WHEREAS, pursuant to Resolution No. 18-019 of the Council adopted April 3, 2018, the City and Purchaser entered into Amendment No. 1 to the Loan Agreement dated effective April 3, 2018 (the “Amendment”), to increase the principal amount of the loan to \$20,500,000 and to replace the existing Project budget (the “Amendment,” together with the Loan Agreement, hereinafter collectively referred to as the “Loan Agreement”);

WHEREAS, the Council has determined to adopt this Supplemental Ordinance No. \_\_\_\_ supplementing the Master Wastewater Bond Ordinance (this “Supplemental Ordinance”) to authorize the issuance and sale of a revenue bond in the principal amount of \$20,500,000, to finance, together with other available funds of the City, the acquisition and construction of the Project;

WHEREAS, Section 50-1036, Idaho Code, authorizes the negotiated private sale of revenue bonds and pursuant to Section 57-215, Idaho Code, the City’s Notice of Negotiated Private Bond Sale was published on October \_\_\_\_, 2020, in *The Coeur d’Alene Press*, a newspaper of general distribution in the City;

WHEREAS, the City desires to provide for the details of the 2020 Bond, the payment thereof, and other matters relating thereto.

NOW, THEREFORE, THE MAYOR AND CITY COUNCIL OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO, FURTHER ORDAIN AS FOLLOWS:

## ARTICLE I

Section 101. Definitions. Except as provided in this Section, all defined terms contained in this Supplemental Ordinance shall have the same meanings as set forth in the Master Wastewater Bond Ordinance. As used in this Supplemental Ordinance, in addition to the terms defined in the WHEREAS clauses of this Supplemental Ordinance or if the context shall otherwise require, the following terms shall have the following meanings:

**2020 Bond** means the City’s Sewer Revenue Bond, Series 2020, in the principal amount of \$20,500,000, authorized by this Supplemental Ordinance to evidence the loan under the Loan Agreement.

**Payment Date(s)** shall mean interest and principal payment dates on April 15 and October 15 of each year, commencing April 15, 2021, until payment of the 2020 Bond upon maturity or prior redemption thereof.

**Project** means the upgrade to the City’s System, as approved by the Judicial Validation, including additional primary treatment improvements (including a new primary clarifier), secondary treatment improvements (including a new secondary clarifier), expansion of the tertiary



filtration system to treat current and future plant flows, and modifications to the existing chemical systems.

***Reserve Account Requirement*** means the amount of \$1,339,617.90, representing one year's debt service on the 2020 Bond, as required by the Loan Agreement.

The terms "hereby," "hereof," "hereto," "herein," "hereunder," and any similar terms as used in this Supplemental Ordinance refer to this Supplemental Ordinance.

## ARTICLE II

Section 201. Authority for Supplemental Ordinance. This Supplemental Ordinance is adopted pursuant to the provisions of the Act and the Master Wastewater Bond Ordinance.

Section 202. Finding and Purpose. The Council hereby finds, determines and declares it advisable and in the interests of the City to issue a revenue bond under the Master Wastewater Bond Ordinance for the purpose of acquiring and constructing a portion of the Project. In compliance with the Master Wastewater Bond Ordinance, the 2020 Bond is hereby authorized to be issued and sold to the Purchaser in exchange for the loan under the Loan Agreement to provide funds with which to finance a portion of the Project.

Section 203. Authorization of 2020 Bond, Principal Amount, Designation; Confirmation of Pledged Revenues. In accordance with and subject to the terms, conditions and limitations established by the Act, and contained in the Master Wastewater Bond Ordinance and this Supplemental Ordinance, a revenue bond of the City is hereby authorized to be issued in the aggregate principal amount of \$20,500,000. Such 2020 Bond shall be designated the City's "Sewer Revenue Bond, Series 2020." The 2020 Bond is secured by the pledge of the Pledged Revenues under Section 7(d) of the Master Wastewater Bond Ordinance equally and ratably with all Parity Bonds issued under the Master Wastewater Bond Ordinance, which pledge is hereby confirmed.

Section 204. Issue Date. The 2020 Bond shall be dated as of the date of its delivery.

Section 205. 2020 Bond Details. The 2020 Bond shall be issued in fully registered form only, without coupons, in a single denomination of \$20,500,000, in substantially the form attached as Exhibit A hereto. The 2020 Bond shall bear interest on the unpaid principal balance at the rate of two and seventy-five hundredths percent (2.75%) per annum, calculated on the basis of a 360-day year and twelve 30-day months, from the most recent date to which interest has been paid. Amortized installments of principal and interest thereon shall be payable on the Payment Dates until maturity on October 15, 2040, or prior redemption thereof pursuant to the amortization schedule provided by the Purchaser and attached to the 2020 Bond as Schedule 1. The final installment of principal and interest may be in such greater or lesser amount as is necessary to fully pay the 2020 Bond on the date of maturity thereof or date of redemption prior to maturity.

Section 206. Optional Redemption. The 2020 Bond shall be subject to redemption prior to maturity in whole or in part on any date, at par, in such amount as available in the Bond Fund

to pay the same over and above amounts to pay principal and interest due on the next Payment Date for the Series 2020 Bond.

Section 207. Sale of 2020 Bond; Approval of Loan Agreement. The 2020 Bond herein authorized, when executed, shall be issued to the Purchaser or its lawful designee(s), at an aggregate purchase price equal to the par amount of the 2020 Bond, \$20,500,000, pursuant to the terms and conditions set forth in the Loan Agreement. The City hereby acknowledges that prior to the issuance of the 2020 Bond it will have received from the Purchaser the amount of \$20,500,000.00, representing draws in such amount under the Loan Agreement. The City further acknowledges that prior to the issuance of the 2020 Bond it will have paid to Purchaser the amount of accrued interest on the aggregate draw amount to the date of issuance of the 2020 Bond.

Section 208.

The sale of the 2020 Bond herein authorized to the Purchaser is hereby ratified and confirmed upon the terms and conditions set forth in the Loan Agreement. The Council hereby determines that the provisions of the Loan Agreement are in compliance with the Act, the prior execution and delivery of the Loan Agreement by the City is hereby ratified. The authorized officials of the City are, and each of them is, hereby authorized to do or perform all such acts as may be necessary or advisable to comply with the Loan Agreement and to carry the same into effect. To the extent the provisions of this Supplemental Ordinance and the Loan Agreement shall be found to be in conflict, the provisions of the Loan Agreement shall govern.

Section 209. Execution of 2020 Bond. The 2020 Bond shall be executed on behalf of the City by the Mayor and Treasurer of the City and attested to by the City Clerk, and the corporate seal of the City shall be impressed or printed thereon, if any. The certificate of the Treasurer of the City attached to the 2020 Bond shall be signed by the Treasurer of the City, with the seal of the City impressed or printed thereon, if any. The said officials and each of them are hereby authorized and instructed to execute the 2020 Bond accordingly.

Section 210. Registration of 2020 Bond. The Treasurer of the City shall act as Bond Registrar with respect to the 2020 Bond and shall keep, or cause to be kept the Bond Register to record the registration and transfer of the 2020 Bond, which shall be open to inspection by the City. The 2020 Bond is not issued as a book-entry-only bond under The Depository Trust Company.

### **ARTICLE III**

Section 301. Creation of Accounts and/or Subaccounts under Funds.

- (a) The following accounts and/or subaccounts under certain funds created and/or ratified under the Master Wastewater Bond Ordinance are hereby created on the accounting records of the City:

(i) 2020 Debt Service Account, a subaccount under the Bond Fund created under the Master Wastewater Bond Ordinance, to be held by the City for payment of principal and interest of the 2020 Bond;

(ii) 2020 Reserve Account, a subaccount under the Debt Service Reserve Account established under the Bond Fund created under the Master Wastewater Bond Ordinance, to be held by the City for deposit of the Reserve Account Requirement, as required by the Loan Agreement.

(b) There shall be deposited into the 2020 Debt Service Account funds as the City shall designate as irrevocably available to pay principal and interest on the 2020 Bond. The City shall make disbursements from the 2020 Debt Service Account in accordance with Section 401 below and pursuant to the Loan Agreement.

(c) There shall be deposited into the 2020 Reserve Account the amount to satisfy the Reserve Account Requirement pursuant to the Loan Agreement, to be funded by the City in ten (10) equal annual installments, the first installment to be deposited on the first principal Payment Date under the 2020 Bond, April 15, 2021. Once fully funded and for so long as the 2020 Bond remains outstanding, the City covenants to maintain the amount in the 2020 Reserve Account in the amount of the Reserve Account Requirement, except for withdrawals authorized therefrom pursuant to the provisions of the Master Wastewater Bond Ordinance.

Section 302. Delivery of 2020 Bond. Upon compliance with the provisions of Section 13 of the Master Wastewater Bond Ordinance and provisions of the Loan Agreement, the Finance Director or other authorized official of the City is hereby instructed to make delivery of the 2020 Bond to the Purchaser.

#### **ARTICLE IV**

Section 401. Pledge of Revenues. The City covenants and agrees that to pay the principal of and interest on the 2020 Bond falling due to and including October 15, 2040, the City shall appropriate from the Revenue Fund such amounts sufficient, together with funds then on deposit in the 2020 Debt Service Account, to satisfy the principal and interest installments on the 2020 Bond.

The Pledged Revenues of the City are hereby pledged for the prompt payment of the principal and interest installments on the 2020 Bond on the Payment Dates thereof on parity with the outstanding Parity Bonds, pursuant to the amortization schedule provided by the Purchaser, which is attached as Schedule 1 to the 2020 Bond.

**ARTICLE V**

Section 501. Effect of Supplemental Ordinance. To the extent that this Supplemental Ordinance amends or supplements the Master Wastewater Bond Ordinance, the Master Wastewater Bond Ordinance shall be treated as so amended or supplemented

Section 502. Ratification. All proceedings, resolutions, ordinances, and actions of the Council, the City, and their officers, agents and employees taken in connection with the authorization, sale and issuance of the 2020 Bond are hereby in all respects ratified, confirmed and approved.

Section 503. Severability. It is hereby declared that all parts of this Supplemental Ordinance are severable, and if any section, paragraph, clause or provision of this Supplemental Ordinance shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect the remaining sections, paragraphs, clauses or provisions of this Supplemental Ordinance.

Section 504. Conflict. All resolutions, orders and regulations or parts thereof heretofore adopted or passed which are in conflict with any of the provisions of this Supplemental Ordinance are, to the extent of such conflict, hereby repealed.

Section 505. Captions. The table of contents and captions or headings herein are for convenience of reference only and in no way define, limit or describe the scope or intent of any provisions or sections of this Supplemental Ordinance.

Section 506. Savings Clause. Except as amended by this Supplemental Ordinance, the Master Wastewater Bond Ordinance shall remain in full force and effect.

Section 507. Effective Date. This Supplemental Ordinance shall take effect from and after its passage and publication of the summary substantially in the form attached hereto as Exhibit B, in the manner as required by law.

ADOPTED by the City Council of the City of Coeur d’Alene, Kootenai County, Idaho, at a regular meeting thereof held this 6<sup>th</sup> day of October, 2020.

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

ATTEST:

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

**EXHIBIT A  
FORM OF BOND**

UNITED STATES OF AMERICA

**No. R-1**

**\$20,500,000.00**

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

**SEWER REVENUE BOND, SERIES 2020**

<u>INTEREST RATE:</u> <b>2.75%</b>	<u>MATURITY DATE:</u> <b>10/15/2040</b>	<u>DATED DATE:</u> <b>10/15/2020</b>	<u>CUSIP NO:</u> <b>N/A</b>
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REGISTERED OWNER: **STATE OF IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY, BOISE, IDAHO**

PRINCIPAL AMOUNT: **TWENTY MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS**

The City of Coeur d'Alene, Kootenai County, Idaho, a body politic and corporate organized and existing under and by virtue of the laws of the State of Idaho (herein called the "City") hereby acknowledges itself to owe and for value received promises to pay, but only from the sources and as hereinafter provided, to the Registered Owner identified above, or registered assigns, the principal sum of Twenty Million Five Hundred Thousand and 00/100 Dollars (\$20,500,000.00) pursuant to the State of Idaho Department of Environmental Quality Loan Offer, Acceptance and Agreement for Wastewater Treatment Facility Design and Construction effective September 16, 2015, as amended by Amendment No. 1 thereto effective April 3, 2018 (collectively, the "Loan Agreement") between the City and the State of Idaho Department of Environmental Quality (the "Lender"), plus interest accruing on the outstanding principal at the rate of two and seventy-five hundredths percent (2.75%) per annum on the basis of a 360-day year and twelve 30-day months. Payments of principal and accrued interest hereon are payable pursuant to Schedule 1 attached hereto, payable semiannually on April 15 and October 15 of each year, commencing April 15, 2021, based on the outstanding principal under this Sewer Revenue Bond, Series 2020 (this "Bond"), amortized over twenty (20) years, with the final payment of the outstanding principal and accrued interest thereon due and payable on the Maturity Date above.

The principal and interest payments on this Bond shall be payable in lawful money of the United States of America, to the Registered Owner hereof, at the address of such Registered Owner shown on the registration books of the City. Any Registered Owner of this Bond subsequent to its original Registered Owner is hereby placed on notice of all payments of principal and interest on

this Bond prior to its transfer and all subsequent Registered Owners hereof hereby acknowledge that they have ascertained the actual unpaid amount of this Bond as of the date of transfer to them and hereby release the City from all obligations as to all principal and interest paid by the City prior to such date.

The Bond is subject to redemption at par, in whole or in part, on any date prior to the stated Maturity Date.

This Bond is issued for the purpose of financing the Cost of Acquisition of certain improvements (the "Project") to the City's sewer system (the "System"), pursuant to the Revenue Bond Act of the State of Idaho, being Section 50-1027 to 50-1042, inclusive, Idaho Code, and the Municipal Bond Law of the State of Idaho, being Idaho Code, Title 57, Chapter 2, and as authorized by the judicial confirmation of the Project and the City's Wastewater Bond Ordinance No. 3453 adopted November 29, 2012 ("Ordinance No. 3453"), as supplemented by the City's Supplemental Ordinance No. \_\_\_\_\_ adopted October 6, 2020 (the "Supplemental Ordinance," and collectively with Ordinance No. 3453, the "Bond Ordinance"). *Capitalized terms used but not otherwise defined herein shall have the meanings as set forth in Ordinance No. 3453 and the Supplemental Ordinance.*

The Treasurer of the City is acting as the Bond Registrar, authenticating agent and paying agent for this Bond (the "Bond Registrar").

This Bond is payable solely from the special fund of the City defined as the "Bond Fund" under the Bond Ordinance, and the 2020 Debt Service Account created thereunder. The City has irrevocably obligated and bound itself to pay into the Bond Fund out of the Revenue of the System or from such other moneys as may be provided therefor certain amounts necessary to pay and secure the payment of the principal and interest on this Bond on parity with all Parity Bonds issued under the Bond Ordinance. This Bond is not a general obligation of the City. The City hereby covenants and agrees with the owner of this Bond that it will keep and perform all the covenants of this Bond and of the Bond Ordinance to be by it kept and performed, and reference is hereby made to the Bond Ordinance for a complete statement of such covenants.

The City does hereby pledge and bind itself to set aside from the Revenue Fund out of the Revenue of the System and to pay into the Bond Fund and the 2020 Reserve Account thereunder the various amounts required by the Bond Ordinance to be paid into and maintained in such fund and account, all within the times provided by the Bond Ordinance. To the extent more particularly provided by the Bond Ordinance, the amounts so pledged to be paid from the Revenue Fund out of the Revenue of the System into the Bond Fund shall be a lien and prior first charge thereon, equal in rank to the lien and charge of the Parity Bonds, and the amounts required to pay and secure the payment of Additional Bonds (as defined in the Ordinance) of the City hereafter issued on a parity of lien with the Parity Bonds, including this Bond, and superior to all other liens and charges of any kind or nature, except the Operation and Maintenance Expenses of the System.

The pledge of Revenue of the System and other obligations of the City under the Bond Ordinance may be discharged at or prior to the maturity or redemption of this Bond upon the

making of provision for the payment thereof on the terms and conditions set forth in the Bond Ordinance.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Ordinance until the Certificate of Authentication hereon shall have been manually signed by the Bond Registrar.

It is hereby certified that all acts, conditions, and things required by the Constitution and statutes of the State of Idaho to exist, to have happened, been done, and performed precedent to and in the issuance of this Bond have happened, been done, and performed.

IN WITNESS WHEREOF, the City of Coeur d'Alene, Kootenai County, Idaho, has caused this Bond to be signed with the facsimile or manual signatures of the Mayor and the City Treasurer, to be attested by the facsimile or manual signature of the City Clerk, all as of this 15th day of October, 2020.

CITY OF COEUR D'ALENE, KOOTENAI  
COUNTY, IDAHO

By: [FACSIMILE OR MANUAL]  
Steve Widmyer, Mayor

By: [FACIMILE OR MANUAL]  
City Treasurer

ATTEST:

[FACSIMILE OR MANUAL]  
Renata McLeod, City Clerk

CERTIFICATE OF AUTHENTICATION

Date of Authentication: \_\_\_\_\_

This Bond is the Sewer Revenue Bond, Series 2020, of the City of Coeur d'Alene, Kootenai County, Idaho, in the principal amount of \$20,500,000.00, dated October 15, 2020, as described in the within-mentioned Bond Ordinance.

[FACIMILE OR MANUAL] \_\_\_\_\_  
Registrar



ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Name of Transferee: \_\_\_\_\_

Address: \_\_\_\_\_

Tax Identification No.: \_\_\_\_\_

the within Bond and hereby irrevocably constitutes and appoints \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_  
to transfer said bond on the books kept for registration thereof with full power of substitution in  
the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_  
[FACSIMILE OR MANUAL]  
Registered Owner

NOTE: The signature on this Assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

SIGNATURE GUARANTEED:  
\_\_\_\_\_

NOTICE: Signature(s) must be guaranteed by an “eligible guarantor institution” that is a member of or a participant in a “signature guarantee program” (e.g., the Securities Transfer Agents Medallion Program, the Stock Exchange Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program).

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**Schedule 1 - Payment Schedule**

**City of Coeur d'Alene, Kootenai County, Idaho  
Sewer Revenue Bond, Series 2020**

**EXHIBIT B**

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

**Summary of Supplemental Ordinance No. \_\_\_\_\_, passed October 6, 2020**

A SUPPLEMENTAL ORDINANCE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE ISSUANCE AND SALE OF THE CITY'S SEWER REVENUE BOND, SERIES 2020, IN THE PRINCIPAL AMOUNT OF \$20,500,000 TO PROVIDE FUNDS NECESSARY TO FINANCE IMPROVEMENTS TO THE CITY'S WASTEWATER SYSTEM; RATIFYING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND AMENDMENT THERETO; PROVIDING FOR THE SALE OF THE SERIES 2020 BOND TO THE STATE OF IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY; PLEDGING REVENUES FOR PAYMENT OF THE SERIES 2020 BOND ON PARITY; FIXING THE FORM AND TERMS OF THE SERIES 2020 BOND; PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO; AND PROVIDING FOR THE EFFECTIVE DATE HEREOF.

Section 101 (Definitions) defines certain capitalized terms used in the Supplemental Ordinance.

Section 201 (Authority for Supplemental Ordinance) provides that the Supplemental Ordinance is adopted pursuant to the provisions of the Revenue Bond Act, Idaho Code Sections 50-1027 through 50-1042, inclusive, and the Municipal Bond Law of the State of Idaho, being Idaho Code, Title 57, Chapter 2 (collectively, the "Act"), and the Master Wastewater Bond Ordinance No. 3453 (the "Master Ordinance").

Section 202 (Finding and Purpose) provides findings and determinations required to finance certain improvements to the wastewater system (the "Project") of the City of Coeur d'Alene, Kootenai County, Idaho (the "City") with proceeds of issuance and sale of the City's Sewer Revenue Bond, Series 2020 (the "2020 Bond") pursuant to the Master Ordinance and Loan Agreement with the Idaho Department of Environmental Quality.

Section 203 (Authorization of 2020 Bond, Principal Amount, Designation; Confirmation of Pledged Revenues) authorizes the 2020 Bond in the principal amount of \$20,500,000; provides the designation of the 2020 Bond, and security of payment thereof from Pledged Revenues, equally and ratably with all Parity Bonds under the Master Ordinance.

Section 204 (Issue Date) provides that the issue date shall be the date of issuance of the 2020 Bond.

Section 205 (2020 Bond Details) provides that the 2020 Bond shall be issued in a single denomination and shall bear interest at two and seventy-five hundredths percent (2.75%) per annum and be payable pursuant to the Loan Agreement and form of the 2020 Bond as set forth in Exhibit A to the Supplemental Ordinance.

Section 206 (Optional Redemption) provides that the 2020 Bond is subject to redemption prior to maturity in whole or in part at par on any date.

Section 207 (Sale of 2020 Bond, Approval of Loan Agreement) provides for issuance and sale of the 2020 Bond to the Purchaser pursuant to the Loan Agreement.

Section 208 (Execution of 2020 Bond) provides for the manner of execution of the 2020 Bond.

Section 209 (Registration of 2020 Bond) provides that the Treasurer of the City shall act as Bond Registrar for the 2020 Bond.

Section 301 (Creation of Accounts and/or Subaccounts under Funds) creates the following: 2020 Debt Service Account under Bond Fund for payment of debt service on the 2020 Bond; and 2020 Reserve Account under the Debt Service Reserve Account to secure payment of the 2020 Bond.

Section 302 (Delivery of 2020 Bond) authorizes delivery of the 2020 Bond to the Purchaser in exchange for prior draws under the Loan Agreement received by the City totaling the principal amount of the 2020 Bond.

Section 401 (Pledge of Revenues) provides for pledge of Pledged Revenues of the City to pay debt service on the 2020 Bond on parity with the outstanding Parity Bonds under the Master Ordinance.

Section 501 (Effect of Supplemental Ordinance) provides that the Master Ordinance is amended and supplemented as provided by the Supplemental Ordinance.

Section 502 (Ratification) ratifies, confirms and approves all proceedings, resolutions, and ordinances in connection with the sale and issuance of the 2020 Bond.

Section 503 (Severability) provides that other covenants and agreements in the Supplemental Ordinance are not affected if one is made invalid.

Section 504 (Conflict) repeals all resolutions, orders and regulations or parts thereof conflicting with the Supplemental Ordinance.

Section 505 (Captions) provides that table of contents and captions and headings are for convenience only.

Section 506 (Savings Clause) provides that except as amended by the Supplemental Ordinance, the Master Ordinance shall remain in full force and effect.

Section 507 (Effective Date) provides that the Supplemental Ordinance shall take effect from and after its passage and publication of this summary as required by law.

Exhibit A: Sets forth the form of the 2020 Bond.

Exhibit B: Sets forth this summary for publication.

The full text of Supplemental Ordinance No. \_\_\_\_ is available at the office of the City Clerk of the City of Coeur d'Alene, Idaho, and will be provided to any citizen upon personal request during normal business hours.

Approved this \_\_\_\_ day of October, 2020.

CITY OF COEUR D'ALENE, KOOTENAI  
COUNTY, IDAHO

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**CERTIFICATION OF COUNSEL**

I, the undersigned, the legal advisor to the City of Coeur d'Alene, Idaho, hereby certify that I have read the attached Summary of Supplemental Ordinance No. \_\_\_\_ of the City, and that the same is true and complete and provides adequate notice to the public of the contents of said ordinance.

Dated as of this \_\_\_\_ day of October, 2020.

By: \_\_\_\_\_  
City Attorney

## CERTIFICATE OF THE CLERK

I DO HEREBY CERTIFY that I am the duly chosen, qualified and acting Clerk of the City of Coeur d'Alene, Kootenai County, Idaho (the "City"), and keeper of the records of the City Council (the "City Council"); and

I HEREBY CERTIFY:

1. That the attached Supplemental Ordinance is a true and correct copy of Supplemental Ordinance No. \_\_\_\_ of the City (the "Supplemental Ordinance"), as finally passed at a regular meeting of the City Council held on the 6th day of October, 2020, and duly recorded in my office.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a quorum was present throughout the meeting and a legally sufficient number of members of the City Council voted in the proper manner for the passage of the Supplemental Ordinance; that all other requirements and proceedings incident to the proper passage of the Supplemental Ordinance have been duly fulfilled, carried out and otherwise observed, and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ of October, 2020.

\_\_\_\_\_  
Clerk