

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: A Proclamation by Governor Little, clarified the open meeting laws during this state of emergency, in which no more than 10 people shall physically gather at a time, includes an option for the community to hear the meeting timely through telecommunication devices. Public comment 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. In regards to the Public Hearing item, please sign up in advance of the meeting to be acknowledged to give testimony here: <https://www.cdaid.org/signinpublic/Signinformlist> and participate through the zoom meeting link. Additionally, you may provide public comments to the City Clerk by 4:00 p.m. the day of the hearing at renata@cdaid.org

*The meeting will be aired on Zoom meeting network with the following options:
<https://zoom.us/s/99918005838> 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.

May 19, 2020: 6:00 p.m.

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Pastor Mike Slothower with River of Life Friends

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.)

F. PRESENTATION:

1. COVID 19 UPDATE

Presented by: Scott Dietrich, Firefighter Paramedic- Infection Control Officer

2. FINANCIAL REVIEW

Presented by: Troy Tymesen, City Administrator

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

G. ANNOUNCEMENTS:

1. **City Council**
2. **Mayor**

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

1. Approval of Council Minutes for the May 5, 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, May 25, 2020 at 12:00 noon.
5. **Resolution No. 20-030 -**
 - a. Approval of Joint Powers Agreement with KCEMSS for emergency and non-emergency medical services in Kootenai County
As Recommended by the Fire Chief
 - b. 2020 Utility Art Box Beautification Project:
 1. Approval of Artwork and Locations
 2. Approval of 2020 Utility Box Art agreement draft form
 3. Approval of a Letter of Agreement with TDS for funding
As Recommended by the City Administrator

I. OTHER BUSINESS:

1. **Council Bill No. 20-1005-** Approving Municipal Code Amendments to Title 17, Chapters 17.02, 17.03 and 17.44 related to Heavy Equipment Parking and Storage on Residential Properties

Staff Report by: Hilary Anderson, Community Planning Director

2. Community Grant Award to The Boys and Girls Club in the amount of \$10,000 of CDBG- CV funds.

Staff Report by: Hilary Anderson, Community Planning Director and Chelsea Nesbit, Community Development Specialist

3. **Council Bill No. 20-1006-** Approving Municipal Code Amendments to Chapter 17.09, Article IV Design Review Procedures, and Chapter 2.98 Design Review Commission.

Staff Report by: Tami Stroud, Associate Planner

4. **Resolution No. 20-031** - Approving a one-year Lease Agreement for one (1) John Deere grader with Pape' Machinery, which will be the first of a series of five lease agreements for this equipment and which will result in the City owning the grader.

Staff Report by: Tim Martin, Streets and Engineering Superintendent

5. **Resolution No. 20-032** - Approving the award of bid and Contract with Mars Company for the purchase of a new water meter test bench system for \$399,403.

Staff Report by: Kyle Marine, Assistant Water Superintendent

J. PUBLIC HEARINGS:

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

1. Legislative Public Hearing for ZC-1-20- Requested zone change from C-17L to C-17 at 4301 N. Crown Avenue.

Staff Report by: Mike Behary, Associate Planner

- a. **Council Bill No. 20-1007** – Approving ZC-1-20 – Requested zone change from C-17L to C-17 at 4301 N. Crown Avenue.
2. Legislative - V-20-02 – Vacation of Lilac Lane right-of-way located in the final plat of Foss Addition.

Staff Report by: Dennis Grant, Engineering Project Manager

- a. **Council Bill No. 20-1008** – Approving the Vacation of Lilac Lane right-of-way located in the final plat of Foss Addition

K. ADJOURNMENT

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

May 19, 2020

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

PRESENTATIONS

Coeur d'Alene City Council COVID-19 update.

MAY 19, 2020

1

COVID-19 Statistics

- ▶ As of Thursday, May 14, 2020.
- ▶ **Health District #1 = 68 cases, 0 deaths.**
 - ▶ Health District #1 = Kootenai, Bonner, Boundary, Benewah, and Shoshone counties
- ▶ No longer monitored = 65
- ▶ Total Hospitalizations = 7
- ▶ Spokane County = 394 cases with 30 deaths
- ▶ US = 1,365,061 cases with 82,246 deaths
- ▶ World = 4,170,424 cases with 287,399 deaths

2

AMA Covid-19 forecasting

- ▶ *Decreasing cases during the summer (but not as significant as other diseases).*
- ▶ *A 75% chance of a second wave as it did in the 1918 and 1957 pandemics.*
- ▶ *Most closely compares with 1957 influenza pandemic. Based on that comparison COVID-19 could kill 250,000 people in the United States.*

3

Local response to COVID-19

- ▶ Opened up a multi-agency coordination (MAC) group.
- ▶ Authored the MAC group Medical Operations Plan & MAC group Infectious Disease Plan.
 - ▶ All Fire-EMS agencies in Kootenai County followed the same guidelines in responding to COVID-19.
 - ▶ Worked with the EOC assuring adequate PPE for providers.
- ▶ Tracked potential COVID-19 exposures of fire, ems, and law enforcement agencies in Kootenai County. Coordinated with Panhandle Health District, Kootenai Health, and Dr. Gibbon on first responder COVID-19 testing, patient testing results, and quarantining/isolating of first responders as needed.

4

Next steps for Coeur d'Alene


- ▶ I will meet with all city department heads within the next couple weeks to get a better understanding of the effects that COVID-19 had on their departments and their personnel.
- ▶ Using information learned I will author a city-wide infectious disease plan that will include all city departments.
- ▶ I will look into areas where the city needs to take measures to better protect the employees, residents, and visitors from an infectious disease and will look at options to utilize funds available through the CARES Act and other reimbursement funds through FEMA to assist with the discovered deficiencies.

5

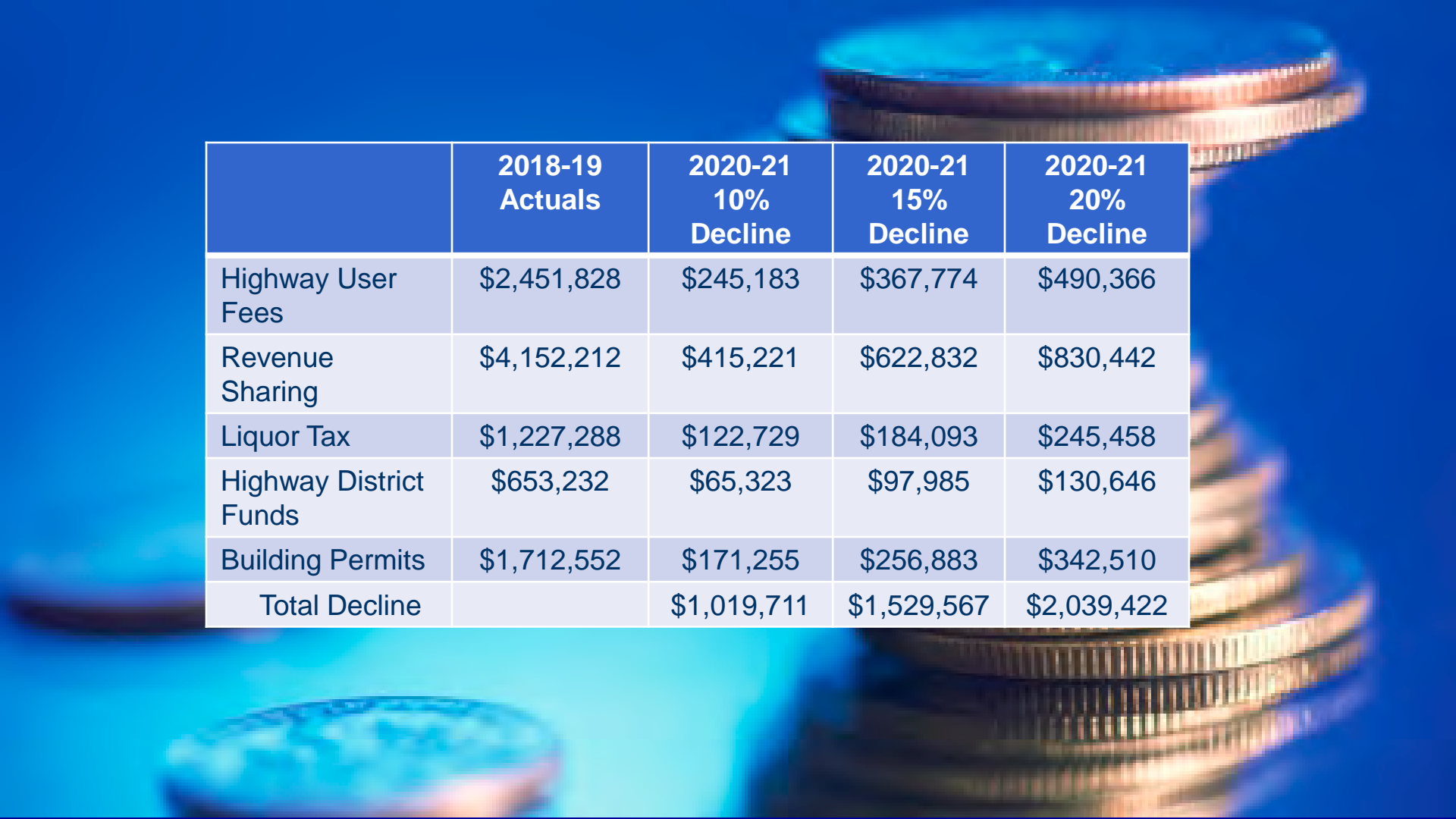
Questions

- ▶ Do you have any further questions for me?
- ▶ Scott Dietrich RN, EMT-P
Coeur d'Alene Fire Department

6



	2018-19 Actuals	2019-20 10% Decline 3rd & 4th Quarters	2019-20 15% Decline 3rd & 4th Quarters	2019-20 20% Decline 3rd & 4th Quarters
Highway User Fees	\$2,451,828	\$122,591	\$183,887	\$245,183
Revenue Sharing	\$4,152,212	\$207,611	\$311,416	\$415,221
Liquor Tax	\$1,227,288	\$61,364	\$92,047	\$122,729
Highway District Funds	\$653,232	\$32,662	\$48,992	\$65,323
Building Permits	\$1,712,552	\$100,616	\$150,924	\$201,232
Total Decline		\$524,844	\$787,266	\$1,049,688



	2018-19 Actuals	2020-21 10% Decline	2020-21 15% Decline	2020-21 20% Decline
Highway User Fees	\$2,451,828	\$245,183	\$367,774	\$490,366
Revenue Sharing	\$4,152,212	\$415,221	\$622,832	\$830,442
Liquor Tax	\$1,227,288	\$122,729	\$184,093	\$245,458
Highway District Funds	\$653,232	\$65,323	\$97,985	\$130,646
Building Permits	\$1,712,552	\$171,255	\$256,883	\$342,510
Total Decline		\$1,019,711	\$1,529,567	\$2,039,422

ANNOUNCEMENTS

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

May 5, 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 May 5, 2020 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

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

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

INVOCATION: Pastor Pace Hartfield with One Place Church provided the invocation.

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

FIRE BOAT GARAGE UPDATE – Due to some technical difficulty, this item was continued to the next Council meeting.

PUBLIC COMMENTS:

Teree Taylor, Coeur d'Alene, noted that she connected with the CDA Triathlon nine years ago, when she felt they had lacked a champion, and she believes that currently the passion is back. In 1984, the event was created to draw people to the scenic Coeur d'Alene area and this year it's even more important to draw people to the community. She noted that this is a hometown race and she wants to keep it great, and asked the City for their support of the race.

Rob Liddicoat, Coeur d'Alene, stated he was the race director for CDA Triathlon, and asked for the City's support and consideration of the ongoing rescheduling of events. He noted that the event showcases Coeur d'Alene and the community's healthy lifestyle. The event is scheduled to be held August 8 and will feature the same course from prior years.

COUNCIL COMMENTS:

Councilmember Miller noted that she is sending regular updates on meetings with salon and gym owners regarding their impending opening. She noted that the Governor's Stage 2 protocols for

those industries were issued today at 4:00 p.m.. Since the openings are scheduled for May 16, they can prepare and be ready to open under those protocols.

Councilmember Wood noted that the Atlas Steering Committee met and will meet again this week to review Requests for Proposals (RFP's). She will provide additional information thereafter.

Councilmember English said that the Council is continuing to social distance from each other during the meeting; however, when wearing masks, you can't see facial features and nonverbal communication so he is specifically not wearing a mask during the meeting. He commented that he chooses to wear a mask otherwise.

CONSENT CALENDAR:

1. Approval of Council Minutes for the April 21, 2020 Council Meeting.
2. Approval of Bills as Submitted.
3. Setting of General Services/Public Works Committee meeting for Monday, May 11, 2020 at 12:00 noon.
4. Setting of a public hearing for May 19, 2020 for V-20-02 – Vacation of Lilac Lane right-of-way located in the final plat of Foss Addition.
5. Approval of outdoor seating permit for the Olympia at 301 Lakeside Avenue
6. **Resolution No. 20-028** - A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING A UTILITY EASEMENT FOR A SEWER LINE FROM COPPER BASIN CONSTRUCTION, INC.

MOTION: Motion by McEvers, seconded by Miller, to approve the Consent Calendar as presented, including **Resolution No. 20-028**.

DISCUSSION: Councilmember Gookin asked if staff was going to bring forward a waiver of the outdoor eating facility fees for this season. Mr. Tymesen said that staff is looking at the average annual revenue and will bring that item forward for Council consideration at a future meeting with all the information and a specific proposal.

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

APPROVAL OF A LETTER OF AGREEMENT WITH NIC FOR A TEMPORARY BANNER SIGN OVER THE ROADWAY ON ROSEBERRY DRIVE.

STAFF REPORT: Deputy City Clerk Kelley Setters explained that North Idaho College is requesting a permit for one (1) vinyl banner over the City right-of-way, which requires authorization from the City Council. The banner is proposed to be 15" tall and 90" wide and would be hung between two City trees, with the bottom edge 18' above the ground, supported with bungee-type straps that will protect the trees from any damage, over Rosenberry Drive. NIC hopes the banner across the street near the NIC entrance will help welcome students to the campus. City Engineer Chris Bosley made some recommended conditions based on lessons

learned from the banner approved over East Sherman the past few years. Those conditions are intended to protect the tree and the signage.

DISCUSSION: Councilmember Wood noted that she sits on the North Idaho College Board of Trustees and would abstain from a vote.

MOTION: Motion by English, seconded by Evans to approve a Letter of Agreement with NIC for a temporary banner sign over the roadway on Rosenberry Drive. **Motion carried with Councilmember Wood abstaining.**

WASTEWATER TREATMENT PLANT HOT WATER LOOP REPAIR CHANGE ORDER NO. 1 TO AGREEMENT WITH APOLLO, INC.

STAFF REPORT: Capital Programs Manager Mike Becker said that last September the City Council approved a contract with HDR Engineering and Apollo, Inc. for the hot water loop repair project. He explained that the system provides heat generated through their treatment process to the Collections Shop and the Wastewater Administration buildings. It is also responsible for optimizing the Plant's sludge digestion process. The Project was completed on January 27, 2020 and required several change orders resulting in approximately \$8,500 in additional construction costs and \$18,000 in additional engineering costs. The plastic pipe originally specified for the project was reengineered with metal pipe due to problems with the plastic.

DISCUSSION: Councilmember McEvers asked if there are more change orders coming. Mr. Becker said that the project is completed so this is the one and only change order.

MOTION: Motion by McEvers, seconded by Miller to authorize Change Order #1 (Final) to the Agreement with Apollo, Inc., for the Hot Water Loop (HWL) Repair and with HDR Engineering for Professional Engineering Services in the amount of \$31,932.30. **Motion carried.**

RESOLUTION NO. 20-029

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A CONTRACT WITH TERRA UNDERGROUND, LLC, TO INSTALL A NEW WATER MAIN IN N. 23RD STREET.

STAFF REPORT: Water Assistant Superintendent Kyle Marine explained that the water main on North 23rd Street was installed in 1955 and is a 4" steel line. It feeds the southern half of the Elm Street boosted zone. With the upgraded water main on East Boyd Avenue that was completed last year, this is the second phase of the pressure zone switchover that will help alleviate the strain on the Elm Street Booster Station that currently serves over 600 customers. The connections in the zone have exceeded the established capacity of the booster station and Stanley Hill Storage Tank. The 2012 Water Comprehensive Plan Update looked at the deficiency and recommended a phased approach for a new transmission main, a new booster station, and a new storage facility to split the existing zone into two smaller zones, each with their own station and tank. Staff is requesting that a ten percent (10%) contingency be approved

as well in the event that unknown obstacles are encountered during the project. The approved project total, including the requested \$153,508.00 contract and a ten percent contingency of \$15,350.80, would total \$168,858.80.

DISCUSSION: Councilmember McEvers asked for more clarity on the location. Mr. Marine explained that it is 950 feet of line on Boyd Avenue connecting Pennsylvania Avenue. The project connects into a water main on Pennsylvania that was upgraded with the Lilac Glen project. Councilmember Miller asked what the expected start date was. Mr. Marine explained that the start date is not finalized, but they expect to start within two weeks. Councilmember Miller noted the bridge work on Pennsylvania and asked if they will be coordinating the project. Mr. Marine noted that they plan to finish the work before the bridge is open. Councilmember English asked if they saw better pricing during this time. Mr. Marine said that he didn't think the price was reduced, but he did receive multiple bids on the project that they weren't expecting, which he thought was due to Washington contractors being unable to work within the state of Washington.

MOTION: Motion by McEvers, seconded by Evans to approve **Resolution No. 20-029** - Approval of an agreement with Terra Underground, LLC. for construction of the 23rd Street Water Plan - Pursuant to Purchasing Policy Adopted by Resolution No. 17-061 and authorization of the addition of a ten percent (10%) contingency, if unknown obstacles are encountered during the project.

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

LEGISLATIVE PUBLIC HEARING SUBSTANTIAL AMENDMENTS TO THE ANNUAL ACTION PLAN (AAP) AND CITIZEN PARTICIPATION PLAN FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR THE PLAN YEAR 2019 TO INCLUDE THE NEW CDBG-CV FUNDS IN RESPONSE TO COVID-19. THE CITY'S ALLOCATION OF CDBG-CV FUNDS WILL BE \$199,675.

STAFF REPORT: Community Planning Director Hilary Anderson, and CDBG Specialist Chelsea Nesbitt noted that the Federal Government provided the City with \$199,675 in additional CDBG funds for response, preparedness, and prevention of COVID-19. The direction from HUD is to update the Citizen Participation Plan and amend the Plan Year 2019 Action Plan. Ms. Anderson reviewed the funding budget proposed for the amendment. She explained how they propose to move the funds forward that will relate to COVID response, as required by HUD. HUD has provided waivers to the public comment period on the CDBG-CV funding due to the urgent nature of the COVID-19 pandemic and the need to distribute funds quickly. This has reduced the public comment period for the AAP Amendment to 5 days. The 2019 AAP and CDBG Citizen Participation Plan have been amended and were posted on the City's website for public review and comment on April 21, 2020, along with a list of eligible activities to receive the CDBG-CV funds. The 139-person stakeholder list was notified of the amended plans and opportunities to comment, and legal notice of the public comment period and public hearing on May 5, 2020 was published on April 21st and 28th in the Coeur d'Alene Press. Information was

also shared on social media, the City's website, and CDA TV. As of the date of the staff report, no public comments have been received on either document.

DISCUSSION: Councilmember McEvers asked if they were approving any specific allocations. Ms. Anderson explained that she will bring the recommended allocations forward on May 19. Councilmember McEvers said that he hopes that they can fund some assistance to independent businesses. Ms. Anderson explained that they recently had a conference call with HUD representatives and are learning more about how to move forward with those categories of funding. Additional guidance is forthcoming and there are some additional hurdles that are more challenging with job creations and retention, including additional reporting requirements and income qualifications. Councilmember Gookin expressed concern over the 20% administrative funding and questioned if it would be needed. Ms. Anderson noted that they do not know all the potential administrative expenses and the potential to fund a City-wide COVID position. She clarified that they will need approximately \$11,000 to bring Ms. Nesbit's position to a 40 hour position during this time. Councilmember Gookin asked if the community grants amount of \$159,740 included the three previously approved grants. Ms. Anderson confirmed that is the total including the three approved grants. Councilmember Gookin questioned if \$40,000 can be moved from Administration to the grant's category. Ms. Anderson reiterated that they will need some of the funds to pay for the additional hours worked by the Grant Specialist. Mayor Widmyer clarified that tonight is the time to make that decision to accept the funds and the specific allocations will come later. The Mayor suggested taking \$30,000 of administration fund and moving it to the grant's category. Councilmember English said that he felt it was premature to move the funds around and as the City does not know that anything left over can be used down the road. He commented that he felt that the program is not a good fit for business aid, and noted that the Governor has released aid of \$300 Million for small businesses under 20 people, buying of supplies, and reinvesting in the local economies. Councilmember English said that he felt that the City can meet the current needs and hold off on deciding to move the Administrative funds for 6-9 months, when they can help another cause. Councilmember Wood said that she hopes they can allocate some funds at the next meeting and would like to take as much as possible and move it to the main grant. She believes the purpose of the dollars are to meet immediate need. Mayor Widmyer asked what the amount is that is being reviewed for community grants. Ms. Anderson said that they have received requests in the amount of \$307,700, which is more than what is available. The requests range in size. Councilmember McEvers said that he hopes funding can be provided for the retention of jobs held by low-to-moderate income people.

PUBLIC COMMENTS: Mayor Widmyer opened public comments, and hearing none, he closed the public comment period.

MOTION: Motion by Gookin, seconded by English to approve the amendments to the Annual Action Plan and Citizen Participation Plan for the use of Community Development Block Grant (CDBG) funds for the plan year 2019 to include the new CDBG-CV funds in response to COVID-19 in the amount of \$199,675.

DISCUSSION: Councilmember Miller asked what the deadline was for the application of the funds. Ms. Anderson noted that the original deadline was April 10, 2020, and confirmed that staff will come back to Council at the next meeting with additional recommendations.

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

EXECUTIVE SESSION: Motion by McEvers, seconded by Wood to enter into Executive Session pursuant to Idaho Code 74-206(1)(c), to acquire an interest in real property which is not owned by a public agency and 74-206(1)(d), to consider records that are exempt from disclosure as provided in chapter 1, title 74, Idaho Code.

DISCUSSION: Councilmember Gookin clarified that any action taken after executive session will be televised via YouTube.

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

The City Council entered Executive Session at 7:01 p.m. Those present were the Mayor, City Council, City Administrator, City Clerk, City Attorney. Council returned to regular session at 8:08 p.m.

SETTING OF A PUBLIC HEARING FOR RIVER'S EDGE APARTMENTS, LLC'S REQUEST FOR RECONSIDERATION.

MOTION: Motion by Miller, seconded by McEvers to deny the request for a setting of a Public Hearing for River's Edge Apartments, LLC's Request for Reconsideration for the Zone Change from R-12 to C-17.

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

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

The meeting adjourned at 8:10 p.m.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, CMC

Draft

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MAY 8 2020

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

CITY CLERK

FUND	BALANCE 3/31/2020	RECEIPTS	DISBURSE- MENTS	BALANCE 4/30/2020
<u>General-Designated</u>	\$1,791,928	\$15,088	\$10,800	\$1,796,216
<u>General-Undesignated</u>	10,905,146	7,206,988	7,420,438	10,691,696
<u>Special Revenue:</u>				
Library	409,937	24,468	94,967	339,438
CDBG	13,902			13,902
Cemetery	106,859	75,042	70,272	111,629
Parks Capital Improvements	1,349,952	18,224	163,101	1,205,075
Impact Fees	3,771,778	60,338		3,832,116
Annexation Fees	94,838	108		94,946
Cemetery P/C	1,372,477	5,385	6,555	1,371,307
Jewett House	32,634	37	2,475	30,196
Reforestation	26,705	31		26,736
Street Trees	187,393	7,713	700	194,406
Community Canopy	3,238	3		3,241
Public Art Fund	89,813	102		89,915
Public Art Fund - ignite	501,826	572		502,398
Public Art Fund - Maintenance	131,918	150	30	132,038
<u>Debt Service:</u>				
2015 G.O. Bonds	553,672	10,658		564,330
<u>Capital Projects:</u>				
Street Projects	735,730	5,471	1,164	740,037
Atlas Waterfront Project	-			-
<u>Enterprise:</u>				
Street Lights	99,947	51,396	52,402	98,941
Water	2,236,620	321,813	1,182,468	1,375,965
Water Capitalization Fees	7,506,188	84,415		7,590,603
Wastewater	8,851,877	916,311	442,281	9,325,907
Wastewater - Equip Reserve	1,200,212	27,500		1,227,712
Wastewater - Capital Reserve	1,500,000			1,500,000
WWTP Capitalization Fees	2,736,336	96,391		2,832,727
WW Property Mgmt	60,668			60,668
Sanitation	1,660,815	363,589	312,973	1,711,431
Public Parking	264,979	30,133	39,477	255,635
Drainage	1,198,255	93,821	46,963	1,245,113
Wastewater Debt Service	1,076,127	1,226		1,077,353
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	215,841	219,043	215,853	219,031
Police Retirement	869,319	14,605	23,682	860,242
Sales Tax	2,346	2,785	2,348	2,783
BID	234,301	3,766		238,067
Homeless Trust Fund	419	771	419	771
GRAND TOTAL	\$51,793,996	\$9,657,943	\$10,089,368	\$51,362,571

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


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

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MAY 8 2020

CITY CLERK

City of Coeur d Alene
Cash and Investments
4/30/2020

Description	City's Balance
U.S. Bank	
Checking Account	2,610,711
Checking Account	36,724
Investment Account - Police Retirement	847,298
Investment Account - Cemetery Perpetual Care Fund	1,368,757
Idaho Central Credit Union	
Certificate of Deposit	266,008
Idaho State Investment Pool	
State Investment Pool Account	44,975,526
Spokane Teacher's Credit Union	
Certificate of Deposit	254,213
Numerica Credit Union	
Certificate of Deposit	1,001,208
Cash on Hand	
Finance Department Petty Cash	500
Treasurer's Change Fund	1,350
Police Change Fund	75
Library Change fund	180
Cemetery Change Fund	20
Total	<u><u>51,362,571</u></u>

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



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

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NOV 18 1958

CITY CLERK

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 SEVEN MONTHS ENDED
 April 30, 2020

RECEIVED

MAY 8 2020

CITY CLERK

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 4/30/2020	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$254,425	\$139,441	55%
	Services/Supplies	11,400	2,620	23%
Administration	Personnel Services	209,521	121,912	58%
	Services/Supplies	7,200	811	11%
Finance	Personnel Services	679,466	380,763	56%
	Services/Supplies	518,050	487,841	94%
Municipal Services	Personnel Services	1,273,999	721,733	57%
	Services/Supplies	546,375	376,927	69%
	Capital Outlay			
Human Resources	Personnel Services	328,696	189,999	58%
	Services/Supplies	71,823	39,793	55%
Legal	Personnel Services	1,240,704	731,617	59%
	Services/Supplies	51,153	31,866	62%
Planning	Personnel Services	675,488	368,891	55%
	Services/Supplies	297,800	82,019	28%
	Capital Outlay			
Building Maintenance	Personnel Services	383,106	204,993	54%
	Services/Supplies	172,875	119,465	69%
	Capital Outlay	120,000	96,400	80%
Police	Personnel Services	14,216,783	8,055,396	57%
	Services/Supplies	1,617,216	699,601	43%
	Capital Outlay	140,161	29,231	21%
Fire	Personnel Services	9,911,402	6,057,370	61%
	Services/Supplies	641,095	248,470	39%
	Capital Outlay	23,000	22,224	97%
General Government	Services/Supplies	125,750	1,533,380	1219%
	Capital Outlay		302,998	
Police Grants	Personnel Services		37,336	
	Services/Supplies		1,104	
	Capital Outlay			
CdA Drug Task Force	Services/Supplies		4,009	
	Capital Outlay			
Streets	Personnel Services	3,086,704	1,815,340	59%
	Services/Supplies	1,797,404	694,051	39%
	Capital Outlay	155,000	165,794	107%
Parks	Personnel Services	1,684,388	829,763	49%
	Services/Supplies	687,150	262,343	38%
	Capital Outlay	126,000	84,878	67%

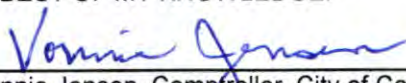
CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 SEVEN MONTHS ENDED
 April 30, 2020

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 4/30/2020	PERCENT EXPENDED
Recreation	Personnel Services	556,208	310,410	56%
	Services/Supplies	196,280	49,769	25%
	Capital Outlay	9,500		
Building Inspection	Personnel Services	898,321	510,383	57%
	Services/Supplies	41,256	13,545	33%
	Capital Outlay	24,233	24,089	99%
Total General Fund		<u>42,779,932</u>	<u>25,848,575</u>	<u>60%</u>
Library	Personnel Services	1,353,266	727,936	54%
	Services/Supplies	252,500	134,456	53%
	Capital Outlay	180,000	91,206	51%
CDBG	Services/Supplies	597,467	73,883	12%
Cemetery	Personnel Services	190,877	97,165	51%
	Services/Supplies	105,950	49,691	47%
	Capital Outlay	72,800	44,703	61%
Impact Fees	Services/Supplies	360,000	238,052	66%
Annexation Fees	Services/Supplies	99,000	99,000	100%
Parks Capital Improvements	Capital Outlay	564,500	946,123	168%
Cemetery Perpetual Care	Services/Supplies	191,500	112,675	59%
Jewett House	Services/Supplies	28,853	6,181	21%
Reforestation	Services/Supplies	5,000		
Street Trees	Services/Supplies	104,000	40,665	39%
Community Canopy	Services/Supplies	2,000	248	12%
Public Art Fund	Services/Supplies	369,300	50,255	14%
		<u>4,477,013</u>	<u>2,712,241</u>	<u>61%</u>
Debt Service Fund		<u>878,932</u>	<u>50,319</u>	<u>6%</u>

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
SEVEN MONTHS ENDED
April 30, 2020

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 4/30/2020	PERCENT EXPENDED
Seltice Way	Capital Outlay		15,275	
Seltice Way Sidewalks	Capital Outlay	63,986		
Traffic Calming	Capital Outlay	8,472		
Kathleen Avenue Widening	Capital Outlay	445,000	7,956	2%
US 95 Upgrade	Capital Outlay	226,839	224,100	
15th Street	Capital Outlay	53,015	7,766	15%
Industrial Park Loop & Atlas	Capital Outlay	804,500	482,503	60%
Downtown Signal Imprvmnts	Capital Outlay	10,000	25,618	256%
Atlas Waterfront Project	Capital Outlay		41,452	
NW Blvd Traffic Signals	Capital Outlay		250,444	
		<u>1,611,812</u>	<u>1,055,113</u>	<u>65%</u>
Street Lights	Services/Supplies	706,000	337,502	48%
Water	Personnel Services	2,166,893	1,242,150	57%
	Services/Supplies	4,778,418	831,442	17%
	Capital Outlay	7,676,000	2,631,674	34%
Water Capitalization Fees	Services/Supplies	3,900,000		
Wastewater	Personnel Services	2,911,298	1,476,881	51%
	Services/Supplies	6,874,376	1,413,343	21%
	Capital Outlay	4,710,000	1,453,972	31%
	Debt Service	2,176,363	734,108	34%
WW Capitalization	Services/Supplies	1,250,000		
Sanitation	Services/Supplies	3,959,644	2,139,046	54%
Public Parking	Services/Supplies	1,351,011	613,600	45%
	Capital Outlay	24,000	29,125	121%
Drainage	Personnel Services	118,155	68,842	58%
	Services/Supplies	798,391	196,700	25%
	Capital Outlay	905,000	259,402	29%
Total Enterprise Funds		<u>44,305,549</u>	<u>13,427,790</u>	<u>30%</u>
Kootenai County Solid Waste		2,885,000	1,399,259	49%
Police Retirement		184,241	106,876	58%
Business Improvement District		176,000	80,000	45%
Homeless Trust Fund		4,800	2,971	62%
Total Fiduciary Funds		<u>3,250,041</u>	<u>1,589,106</u>	<u>49%</u>
TOTALS:		<u>\$97,303,279</u>	<u>\$44,683,144</u>	<u>46%</u>

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



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

RECEIVED

CITY CLERK

RESOLUTION NO. 20-030

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE FOLLOWING: A MASTER JOINT POWERS AGREEMENT WITH KCEMSS FOR THE PROVISION OF EMERGENCY AND NON-EMERGENCY MEDICAL SERVICES IN KOOTENAI COUNTY; UTILITY BOX ARTWORK AND LOCATIONS; FORM AGREEMENT FOR UTILITY BOX ARTWORK; AND AGREEMENT WITH TDS METROCOM, LLC, FOR UTILITY BOX ARTWORK.

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 "B" and by reference made a part hereof as summarized as follows:

- A) Master Joint Powers Agreement with KCEMSS for the provision of Emergency and Non-Emergency medical services in Kootenai County;
- B) The 2020 Utility Box Beautification Project:
 - 1. Approval of Artwork and Locations;
 - 2. Approval of form 2020 Utility Box Art Agreement;
 - 3. Letter of Agreement with TDS Metrocom, LLC, for Utility Box artwork; 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 the 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 the agreements and take the other actions for the subject matter as set forth in substantially the form attached hereto as Exhibits "A" through "B" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements and take 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 other documents as may be required on behalf of the City.

DATED this 19th day of May, 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 of Coeur d'Alene

FIRE DEPARTMENT

“City of Excellence”

Staff Report

Date: May 19, 2020

From: Thomas Greif, Deputy Chief- Operations

Re: Master Joint Powers Agreement Renewal

DECISION POINT: Should the City Council approve the renewal of the KCEMSS Joint Powers Master Agreement?

HISTORY: The City has been part of the Kootenai County Emergency Medical Services System (KCEMSS) since January 2001. The purpose of the KCEMSS is to combine and unify pre-hospital emergency medical services, including emergency and non-emergency medical transport services, throughout Kootenai County, and to provide for certainty, consistency and economy in the management and delivery of those services. The agreement is between seven fire districts, the City, the County, KCEMSS, and Kootenai County Fire and Rescue. We have entered into an agreement annually that outlines the terms of the agreement, financials, and operational requirements, including provider licensing, reporting/ billing, apparatus, training, QA/QI, and HIPAA for members of the KCEMSS.

FINANCIAL ANALYSIS: There is no negative financial impact to the City.

PERFORMANCE ANALYSIS: The Master Provider Agreement is a positive document which assures certain operational and administrative tasks are being performed. It assures compliance by all 10 agencies included within the system.

** The only change to this agreement is the addition of Section 1.5.2(b), requested by the Worley Fire District, regarding termination for non-appropriation of funds by a party.

DECISION POINT/RECOMMENDATION: Council should approve the renewal of the JPB Master Agreement as modified through FY 2024.

**MASTER JOINT POWERS AGREEMENT FOR THE PROVISION OF
EMERGENCY AND NON-EMERGENCY MEDICAL SERVICES IN KOOTENAI
COUNTY, IDAHO**

THIS AGREEMENT is made by and between **Kootenai County**, State of Idaho (hereinafter referred to as "Kootenai County"), the **Kootenai County Emergency Medical Services System** (hereinafter referred to as "the System"), **Northern Lakes Fire Protection District** (hereinafter referred to as "Northern Lakes"), **Kootenai County Fire and Rescue** (hereinafter referred to as "Kootenai Fire"), the **City of Coeur d'Alene**, State of Idaho (hereinafter referred to as "Coeur d'Alene"), **Timberlake Fire Protection District** (hereinafter referred to as "Timberlake"), **Spirit Lake Fire Protection District** (hereinafter referred to as "Spirit Lake"), **Worley Fire Protection District** (hereinafter referred to as "Worley Fire"), **Mica-Kidd Island Fire Protection District** (hereinafter referred to as "M-K Fire"), **Hauser Lake Fire Protection District** (hereinafter referred to as "Hauser Fire"), and **East Side Fire Protection District** (hereinafter referred to as "East Side Fire").

RECITALS

A. All of the parties hereto desire to combine and unify pre-hospital emergency medical services, including emergency and non-emergency medical transport services, throughout Kootenai County, and to provide for certainty, consistency and economy in the management and delivery of those services.

B. Title 31, Chapter 39, Idaho Code provides that a county may establish an ambulance service for residents of the county and also enter into cooperative agreements with other governmental entities, private individuals, and corporations, to provide ambulance service for the county, portions thereof, and adjacent counties.

C. The Kootenai County Board of Commissioners, in its capacity as the governing board of the Kootenai County Ambulance District pursuant to Title 31, Chapter 39, Idaho Code, is ultimately responsible for the provision of emergency medical services in Kootenai County. Kootenai County currently holds an advanced life support level 1 EMS transport license issued by the State of Idaho.

D. Idaho Code §§ 67-2326 through 67-2333 provides that public agencies may enter into agreements with one another for joint or cooperative action which includes, but is not limited to, joint use, ownership and/or operation agreements. This Agreement is, and shall be construed as, a joint powers agreement enacted pursuant to the authority cited in the above-cited sections of Idaho Code.

E. The System is a joint administrative entity formed pursuant to Title 2, Chapter 3, Kootenai County Code, for the express purpose of providing for joint management, provision and maintenance of pre-hospital emergency and non-emergency medical services, including medical transport services, in Kootenai County by the System, fire protection districts located within Kootenai County, and by the City of Coeur d'Alene. It is the desire of both Kootenai County and the System to retain this cooperative fire-based system for the exclusive provision of EMT, Advanced 85, Advance 2011, Paramedic 2011 emergency and non-emergency medical services,

and Critical Care services to the County. The System is listed as the administrative agency on Kootenai County's EMS license.

F. The parties to this Agreement other than Kootenai County and the System mutually desire to assist in providing emergency medical services to the residents of Kootenai County, including ambulance transport services. They shall be collectively referred to hereafter as "Medical Service Providers."

FOR AND IN CONSIDERATION of the mutual covenants and promises herein set forth, and for other good and valuable consideration hereby acknowledged by the parties to this Agreement as having been received, the parties mutually promise, covenant and agree as follows:

I. COMMON TERMS

1.1 **Duration:** The duration of this Agreement shall be as provided herein, including both the initial term of this Agreement and all subsequent extensions thereof.

1.1.1 **Initial Term:** The initial term of this Agreement shall be deemed to have commenced retroactive to 12:01 a.m. on October 1, 2019, and shall terminate at 12:01 a.m. on October 1, 2024.

1.1.2 **Renewals and Earned Extensions:** It is further agreed to by the parties hereto that prior to the end of the initial term, and each successive term thereafter, and so long as the material terms of this Agreement have been fulfilled by the System, the System shall have the option, at its sole discretion, to renew this Agreement with the Kootenai County Board of Commissioners for an additional term of one (1) year, on the same terms and conditions as set forth herein, except that the System shall also have the right to negotiate a reasonable tax levy and user fee increase with Kootenai County prior to the System exercising its option to renew this Agreement. The System must provide Kootenai County with written notice of its intent to exercise its option to renew no later than sixty (60) days prior to the expiration of the then-current term; provided, that submittal of an annual budget to the Kootenai County Board of Commissioners for the succeeding fiscal year shall be sufficient to satisfy this requirement. Prior to giving notice of its intent to exercise its option to renew this Agreement, the System shall meet with all of the Medical Service Providers at least thirty (30) days prior to the system's public budget hearing who are parties thereto and negotiate the amounts of the monthly payments and other specific conditions required to renew their continued performance under this Agreement for the next term.

1.2 **Organization, Composition and Nature of the System:** The System is a joint administrative entity formed pursuant to Title 2, Chapter 3, Kootenai County Code, for the express purpose of providing for joint management, finance, provision and maintenance of pre-hospital emergency and non-emergency medical services, including medical transport services, in Kootenai County. The member entities to this agreement shall be composed of Kootenai County, the System, City of Coeur d'Alene, and each of the fire protection

districts which have executed this Agreement. The System shall be operated by a joint powers board (hereinafter referred to as the “JPB” and described in the System’s by-laws) and shall be the party hereto which shall be primarily responsible for organizing and managing the provision of emergency and non-emergency medical services in Kootenai County.

1.3 **Purpose:** Kootenai County, by the terms of this Agreement, hereby authorizes the System, by itself and with the agreement and assistance of the other Medical Service Providers who are party to this Agreement, to operate and manage Kootenai County's pre-hospital emergency medical services system, including critical care, advanced and basic life support services, and emergency and non-emergency medical transport services.

1.4. **Manner of Financing and Budgeting.**

141 **User Fees:** Kootenai County hereby authorizes the System to receive and retain all user fees the System bills and collects from System users for pre-hospital emergency and non-emergency medical services within Kootenai County, including, but not limited to, emergency and non-emergency transports, patient treatment without transport, critical care transports, inter-facility transports and standbys in which System equipment is utilized. The parties further agree that the System staff will make recommendations to the JPB on proposed changes to the user fee schedule, if any, annually and if approved shall forward the recommendation to the Kootenai County Board of Commissioners for their final approval.

142 **Budget and Levy:** In addition, the System shall annually submit a budget to the Kootenai County Board of Commissioners and to the Kootenai County Auditor, which shall include the amount of County tax revenues that the System believes it shall require in order to administer the duties of the System and the Medical Service Providers pursuant to the terms of this Agreement. The System shall present the budget to Kootenai County on or before the first day of August of each year that this Agreement is in effect. Prior to doing so, the System shall have first met and conferred with the Medical Service Providers hereto, and the JPB shall have conducted at least one (1) public hearing on the proposed budget. The budget shall include all costs of operation, including those amounts due to the Medical Service Providers hereto, and an estimate of anticipated revenues. Upon approval of the System's budget by the Kootenai County Board of Commissioners, which shall occur in conjunction with the approval of the County’s annual budget, the Board of Commissioners shall then set the amount of the County’s emergency medical services levy in an amount sufficient to fund that portion of the System’s budget that is to be funded by County tax revenue. Kootenai County shall collect the taxes due pursuant to said levy and then provide all of those revenues to the System.

143 **Waiver of Charges:** The parties further mutually covenant and agree that Kootenai County shall waive all fees, assessments, or other charges for county services

related to the operation of the System, to the extent permitted by law, except as may be provided pursuant to subsequent mutual agreement.

- 144 **Compensation:** The monthly compensation to be paid to each Medical Service Provider shall be as determined and approved by the JPB in the annual budget of the System. However, the withdrawal of a Medical Service Provider from the System or the termination of a Medical Service Provider from the System for cause pursuant to Subsection 1.5 below, shall relieve the System of any obligation under this section beginning on the effective date of withdrawal or termination.

1.5 **Withdrawal and Termination.**

- 1.5.1 **Withdrawal Rights:** No party shall withdraw from this Agreement except under one or more of the following circumstances:

- a. the party seeking to withdraw is insolvent;
- b. there has been a judicial determination that it is unlawful for the party to continue to perform under the terms of this Agreement;
- c. payments to a party as set forth in this Agreement are at least ninety (90) days past due; or
- d. a material breach of any other term of this Agreement has occurred.

A party seeking to withdraw from this Agreement shall give the System and Kootenai County at least ninety (90) days' written notice before such withdrawal shall become effective. A withdrawal for reasons (c) or (d) above shall be null and void, and have no force or effect, if the condition(s) giving rise to the withdrawal are cured to the reasonable satisfaction of the party seeking to withdraw, by the System and/or Kootenai County within ninety (90) days after the date on which notice of withdrawal is received by the System or Kootenai County, whichever is later.

The withdrawal of any one party from this Agreement pursuant to this subsection shall not constitute a termination of the entire Agreement, and the System and remaining Medical Service Providers hereto shall continue to arrange to provide service to Kootenai County for the remainder of the contract term.

1.5.2 **Termination.**

- a. For Cause. This Agreement may be terminated for cause with respect to any party found by the System or Kootenai County to be in default of this Agreement with ninety (90) days' written notice to the defaulting party specifying the reasons for the default; provided, however, that such termination shall be null and void, and have no force or effect, if the default is cured to the reasonable satisfaction of the System and/or Kootenai County within ninety (90) days after the date on which notice of withdrawal is received by the

defaulting party. "Default," for purposes of this subsection, shall mean any violation or breach of any covenant, agreement, term or condition of this Agreement, or the failure to keep or perform any covenant, agreement, term or condition of this Agreement.

- b. For Non-Appropriation of Funds. The obligations of the parties set forth in this Agreement with respect to any expenditure of funds, or any assumption of indebtedness or liability, are subject to appropriation by each party's governing board to satisfy such obligations. Each party's obligations under this Agreement during subsequent fiscal years are dependent upon the same action. If any party to this Agreement does not make such necessary appropriation for any fiscal year for reason of financial hardship, this Agreement shall terminate as to that party effective at the end of the then-current fiscal year, and the terminating party will not be obligated to make any payments under this Agreement beyond the amounts previously appropriated.

The terminating party shall provide written notice of non-appropriation of funds within thirty (30) calendar days after such action is completed by that party's governing board. However, the failure to timely provide such notice shall not extend the term of this Agreement as to the terminating party into a fiscal year in which sufficient funds have not been appropriated.

- c. Effect of Termination of Party for Cause. The termination of any party for cause or for non-appropriation of funds pursuant to this subsection shall not constitute a termination of the entire Agreement, and the System and remaining Medical Service Providers hereto shall continue to arrange to provide service to Kootenai County for the remainder of the contract term.

1.6 **Best Efforts:** All of the parties hereto further mutually covenant and agree to deal with each other, at all times, in good faith, particularly with respect to Kootenai County's review of the System's performance levels and standards, and the County's approval of the System's user fee schedule and annual budget. The parties agree to do all things, to the extent reasonably practicable, to settle disputes amicably and quickly, and to forge a mutually beneficial and long lasting working relationship.

1.7 **EMS Standards:** It is further agreed by all of the parties hereto that they shall all abide by the applicable standards and requirements of the Idaho Department of Health and Welfare, EMS Bureau (hereinafter referred to as the "EMS Bureau"), as set forth in the Rules for EMS Personnel, IDAPA 22.01.06, the Rules Governing Emergency Medical Services, IDAPA 16.02.03, and Standards Manuals as developed and published by the EMS Bureau, as well as the Kootenai County EMS Ordinance, Title 2, Chapter 3, Kootenai County Code, all policies and protocols of the System and all ordinances and administrative rules developed and enacted by federal, state, or local government.

1.8 **Stationing of Vehicles:** Notwithstanding any other provision of this Agreement, each Medical Service Provider shall ensure that all ambulances used in the provision of EMS

services pursuant to this Agreement are stationed within the System's service area and are staffed at all times as prescribed in this Agreement. Ambulances shall be used for the provision of emergency service and regular service provider departmental duties only. The Kootenai County Ambulance Deployment Plan must also be reviewed and agreed upon annually by the System and the transport agencies.

1.9 **Data Monitoring and Reporting:** The System will regularly monitor both chute and response times (as defined below) and report those on a monthly basis. The system and partner agencies will establish a standard that is based on data and EMS standards, and is mutually agreeable. The System and Medical Service Providers will establish a standard for both chute and response times which takes into account the likelihood that slight variations in response times for each department may occur as a result of variations in geography or areas of coverage.

- Chute Times – The time from notification of the department of a pending call until the first EMS unit (ambulance or engine) is en route on all emergency and non-emergency calls.
- Response Times – The time from which the first responding unit goes en route to an incident until it arrives on scene.
- On Scene Time – The time when the first unit goes on scene until call is terminated or transport is initiated.
- Turn Around Time – The time from when a unit goes out at the hospital until the call is closed.

1.10 **Indemnification.**

1.10.1 Each of the Medical Service Providers hereto mutually covenants and agrees that it shall indemnify, defend and hold harmless the System and Kootenai County and their officers, agents and employees, from and against any and all claims, losses, actions or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of the Medical Service Providers' agents, employees or representatives under this Agreement to the extent allowed by law.

1.10.2 The System agrees to indemnify, defend and hold harmless the Medical Service Providers and Kootenai County and their officers, agents and employees, from and against any and all claims, losses, actions or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of the System and its agents, employees or representatives, excluding Kootenai County and the Medical Service Providers who are party hereto, and including the System's Medical Director(s), under this Agreement to the extent allowed by law.

1.10.3 Kootenai County agrees to indemnify, defend and hold all of the other parties to this Agreement harmless from and against any and all claims, losses, actions or

judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Kootenai County, its agents, employees or representatives under this Agreement to the extent allowed by law.

1.11 **Insurance:** Notwithstanding the provisions of Section 1.10 above:

1.11.1 The System agrees to maintain liability and collision insurance on the vehicles which it owns, including the ones that it is allowing various Medical Service Providers hereto to use, as stated in more detail later in this Agreement.

1.11.2 Except as provided in Paragraph 1.11.1 above, each of the parties hereto shall maintain a comprehensive general liability insurance policy, or equivalent self-insurance, at all times during the term of this Agreement, including coverage against any and all suits, claims, losses, actions, damages or liability for injury to persons or damage to property arising out of or in connection with the said party's acts. Said insurance policies shall have a limit of at least five hundred thousand dollars (\$500,000.00) with respect to claims brought pursuant to the Idaho Tort Claims Act, Title 6, Chapter 9, Idaho Code, and at least two million dollars (\$2,000,000.00) for all other claims.

1.11.3 Each Medical Service Provider hereto shall provide the System and Kootenai County with proof of insurance consistent with the above provisions on or before the 15th of September annually. In addition, each Medical Service Provider that houses or drives a System-owned vehicle must provide the System with a current copy of its vehicle accident policy and/or procedure no later than September 15th annually. Additionally, each Medical Service Provider that allows observer or student ride-alongs must provide a copy of their ride-along policy and release forms to the System no later than September 15th annually. Failure to provide any of the documentation required herein will result in a suspension of regular payments for the Medical Service Provider until such documentation is provided.

1.12 **Annual Report:** The System shall provide the JPB with a written Annual Report concerning the status of the System's operation annually each year. The report will include, at a minimum, a certified copy of the System's audited financial statement for the previous fiscal year, as well as key performance data. The Chief Officer for the System shall present the report to the JPB. The annual report should be completed no later than March 1st of every year. The report will be available to all member agencies.

II. ADDITIONAL RESPONSIBILITIES OF KOOTENAICOUNTY

2.1 **EMS Levy:** Kootenai County shall assess and collect the county EMS tax levy and pay all amounts collected to the System periodically as the tax revenues are received by Kootenai County, with the two major annual payments occurring in January and July of each year that this Agreement is in effect. The County shall also promptly pay all monies to the

System that it receives from the State of Idaho or Federal Government in the form of a fee or subsidy for County EMS providers.

- 2.2 **Financial Advice:** The JPB shall stay apprised of the system's financial situation and consult with the Kootenai County Board of Commissioners. The System may also employ, retain, or consult with other qualified financial managers. Nothing in this provision shall prevent the system from employing or retaining financial counsel of its choice.
- 2.3 **Legal Counsel:** The Kootenai County Prosecuting Attorney may make one or more attorneys available to the System from time to time in order to provide legal advice to the System, and to consult with the JPB concerning the same, to the extent that the provision of such advice does not give rise to a conflict of interest between the System and Kootenai County, or to the extent that any such conflict is waived by the County and the System. Nothing in this provision shall prevent the System from employing or retaining legal counsel of its choice.

III. ADDITIONAL RESPONSIBILITIES OF THE SYSTEM

- 3.1 **Joint Powers Board:** The System shall be governed by the JPB, whose members shall be selected in accordance with the terms set forth in the System's bylaws. The JPB shall meet on a regular basis as provided in the System's bylaws. The JPB shall be responsible for setting the annual user fee schedule and the annual budget, and for submitting each of these to the Kootenai County Board of Commissioners for final approval. The JPB shall be primarily responsible for administering this Agreement.
- 3.2 **Chief Officer:** The System shall have a Chief Officer. The Chief Officer shall be responsible for overseeing the services provided by the Medical Service Providers within the scope of the State License and the needs of the System.
- 3.3 **Medical Director:** The System shall contract with one or more qualified physicians, or group of physicians, to act as the System's Medical Director. The System shall work with the Medical Director to develop and implement a satisfactory medical supervision plan for the provision of medical services in Kootenai County. The System will provide training materials related to medical protocols to each Medical Service Provider.
- 3.4 **Billing:** The System will provide for an efficient method by which the charges for the services of the Medical Service Providers hereto can be billed, collected, and distributed. To this end, the System is hereby authorized to contract for billing and collection services.
- 3.5 **Payments to Providers:** The System shall have the responsibility to pay the Medical Service Providers for their services as determined and approved in the annual budget of the System.
- 3.6 **Vehicles.**
 - 3.6.1 **Procurement.** All ambulances purchased by the System shall comply with one of the following current standards:

- a. Commission on Accreditation of Ambulance Services (CAAS) Ground Vehicle Standard (GVS); or
- b. National Fire Protection Agency (NFPA) 1917 Standard for Automotive Ambulances.

Any need for a deviation from the standards shall be documented and shared with the member agencies.

- 3.6.2 **Assignment.** The System shall assign ambulances to agencies per the “Specific Terms” for each transport agency. The System will provide fuel cards and vehicle maintenance on all System owned vehicles with exceptions listed under Section IV of this Agreement, entitled “General Requirements of all Medical Service Providers.”
- 3.7 **Disposable Supplies:** The System will provide disposable medical supplies to the member agencies for System owned ambulances and state licensed QRU response vehicles owned by transport agencies. This will be done through an electronic system selected by the System. Quantities and orders will be based on actual usage data and pre-determined PAR levels. This will be different for every member agency.
- 3.8 **Other Equipment and Supplies:** The System will provide other equipment and supplies as are reasonably necessary to stock the ambulances owned by the System according to the then-current equipment standards promulgated by the Idaho EMS Bureau.

IV. GENERAL REQUIREMENTS OF ALL MEDICAL SERVICE PROVIDERS

- 4.1 **Credentials/Licensing:** Medical Service Providers will ensure that all crew members are trained, licensed and credentialed (per Idaho EMS Regulations) at the level of care they are providing. Crew members whose license has expired or credentialing is not signed and submitted to the System shall be immediately pulled from service in the field until the license is renewed. If a Medical Service Provider allows a provider to provide care while their license is expired, said Medical Service Provider will provide the System reimbursement (at the appropriate reimbursable rate) for all revenue lost as a result. Medical Service Providers shall communicate with the System regarding medical performance issues whenever they arise.
- 4.2 **Patient Care Report (PCR) Writing:** Utilize the software program provided by the System for report writing and billing purposes (hereinafter referred to as “the Software”) in accordance with the following requirements:
 - a. Every medical response must have a completed patient care report created within the Software. Medical responses are defined as “any response that a licensed EMS unit is dispatched to and goes en route.” The severity of the illness or injury can and will not dictate or influence the Medical Service Provider’s decision to complete a patient care report. All Medical Service Providers must be trained on the proper use of the software. All Medical Service Providers must follow the System’s documentation policy.

- b. Once established, each Medical Service Provider will devise a system to ensure that all medical call reports are completed as outlined in the System’s documentation policy and accounted for daily. Failure to create a patient care report for any call will result in a funding penalty to the Medical Service Provider to the level of allowable reimbursement per the System’s billing contract(s). Repeated failure to obtain corresponding documentation (such as, but not limited to: ABNs, PCSs and other related forms) will result in a funding penalty to the Medical Service Provider in the amount of loss that the lack of documentation created. “Repeated failure” means that written documentation from the System to the Medical Service Provider exists that specifically outlines a lack of compliance with this policy on more than one occasion.
- c. All medical personnel must be sufficiently trained to write a complete patient care report within the Software. The System, in partnership with each Medical Service Provider, shall provide adequate training on how to properly complete a patient care report, including rules and regulations on signatures.
- d. All Medical Service Providers must maintain a policy for ensuring the accuracy and completion of all documentation and forms. These policies must be submitted to the System with updates when these policies are reviewed and updated.
- e. The System must be advised of any personnel changes as they relate to EMS Licensed personnel. This notification must take place within 1 hour of any individual who needs to have their access rights to the EMS system terminated.
- f. All patient care documentation that is not part of the System’s reporting software should be placed in the System’s designated drop off location.
- g. Patient refusal documentation should follow the System’s documentation policy.

43 **Protocols:** Provide emergency medical care in accordance with the protocols which have been established and/or revised by the System in consultation with the Medical Director(s).

44 **Medical Equipment:** Assume responsibility for proper care and daily maintenance checks, per the System’s policies and procedures, on all System-owned medical equipment. Faulty or missing medical equipment shall be reported to the System immediately. Medical Service Providers shall deliver and pick up medical equipment to/from the facility designated by the System for scheduled maintenance unless other arrangements are approved.

45 **Damage or loss of non-disposable equipment provided by the System:** If, during the course of reasonable EMS response, non-disposable medical equipment is damaged, destroyed, or lost, the Medical Service Provider will report, in a timely fashion, said damage or loss and reason for such damage to the Support Services Officer of the System, or in his/her absence, the System’s on call Duty Chief. Failure to do so, or if the damage/loss occurred for any reason not in the provision of regular EMS service, the Medical Service Provider shall be responsible for reimbursement of costs to repair or replace said equipment to the System.

46 **Medical Supplies:** Assume responsibility for proper storage and accountability of medical supplies and equipment purchased by the System. Medical supplies and equipment purchased by the System shall *only* be used for patient care and/or medical training.

47 **Training:** Provide training for their personnel in accordance with the licensure requirements of the Federal Government, State of Idaho and the System. The System shall be granted access to training compliance upon request. Upon adoption of a System-wide training program, training shall be provided in accordance with that program. At a minimum each person credentialed by the System should receive documented, annual training on the following subjects:

- a. Emergency vehicle operations;
- b. HIPAA;
- c. Documentation which complies with Federal, State and System documentation and billing requirements;
- d. Customer service; and
- e. Other education deemed necessary by the System for development and/or training.

48 **Maintenance, Repair, and Fuel Expenses:**

- a. System-Owned Vehicles. It shall be the responsibility of all Medical Service Providers to ensure that all System-owned vehicles are properly maintained. Once established, each medical service provider with transport units shall follow the System's vehicle care and maintenance policy and the System's vehicle and equipment inspection policies. These policies will be provided to each Medical Service Provider annually or whenever a change is made to said policy.

All Medical Service Providers shall promptly report any and all necessary repairs or maintenance issues to the System per the System Policies. The System shall pay for maintenance and fuel expenses for all System-owned vehicles; provided, however, that any cost or expense incurred by the System as a result of a failure to comply with any requirement contained in this subsection, including but not limited to the cost of any necessary repairs or maintenance that is incurred due to actions not in the provision of regular EMS duties or response, shall be reimbursed to the System by the Medical Service Provider. Fuel cards issued by the System shall be used to fuel System-owned vehicles only. All System-owned vehicles shall be subject to inspection by System personnel.

- b. Vehicles Owned by Medical Service Providers. Medical Service Providers which own and operate their own medical response vehicles shall provide and pay for collision and liability insurance on all vehicles listed on the KCEMSS State EMS License. Medical Service Providers will be responsible for all maintenance, repair, and fuel expenses for such vehicles. Any cost or expense incurred by the System as a result of a failure to comply with any requirement contained in this subsection, including but not limited to

the cost of any necessary repairs, maintenance, or the temporary use of a System-owned vehicle, shall be reimbursed to the System by the medical service provider.

- 49 **Vehicle Accident Procedure:** Comply with the following procedure in the event of an accident involving a System-owned vehicle:
- a. Contact dispatch immediately and request appropriate services, i.e. police, fire, and a backup vehicle if needed. Take the unit out of service immediately.
 - b. Contact all occupants of vehicles involved in the collision and check for injuries.
 - c. Render care to those who are injured if possible or needed until help arrives.
 - d. Have a non-involved Medical Service Provider respond to evaluate the occupants of other vehicles.
 - e. Ensure that a patient refusal form is completed on each occupant of any vehicle involved in the accident regardless of injuries.
 - f. Move the vehicle if requested by Law Enforcement to do so and movement of the vehicle is possible.
 - g. Collect information regarding witnesses, other drivers, involved parties and those injured.
 - h. Contact the System's on-call EMS Duty Chief immediately if a private vehicle has been damaged, an injury has occurred, or if it is questionable as to whether the ambulance can stay in service.
 - i. All attendants in the System-owned vehicle must complete a written report to be submitted to the System administrative office within 24 hours of the incident.
- 4.10 **Infection Control:** Comply with the System's Infection Control policy.
- 4.11 **Critical Care Transports:** Agencies which perform Critical Care Transports shall provide one Paramedic in the patient compartment with the Nurse or CCT Paramedic during the patient transport. Ambulances must be at the designated rendezvous location with the CCT nurse/paramedic within twenty (20) minutes of notification of the response.
- 4.12 **Long Distance Transports:** Long distance transports will be performed in accordance with the System's Long Distance Transport Policy.
- 4.13 **Quality Improvement/Quality Assurance Plan:** Each Medical Service Provider will develop and adhere to their own Quality Improvement/Quality Assurance Plan. Each Medical Service Provider plan will be submitted to the System and approved by the Medical Director(s).
- 4.14 **HIPAA:** All Medical Service Providers shall comply with HIPAA regulations and implement appropriate safeguards to prevent unauthorized use or disclosure of protected health information (PHI) it receives or creates on behalf of the System.

- a. Medical Service Providers shall have written HIPAA policies that cover all Federal and State privacy and security requirements.
- b. Medical Service Providers shall make available to HHS its internal practices, books, and records relating to the use and disclosure of protected health information created or received by the Medical Service Provider on behalf of the System when requested.
- c. Any subcontractor a Medical Service Provider may engage on its behalf that will have access to protected health information (PHI) shall agree to the same restrictions and conditions that apply to the agency.
- d. Medical Service Providers shall report to the System any use or disclosure of PHI not provided for by this agreement of which it becomes aware, including breaches of unsecured PHI within 24 hours of discovery.
- e. Medical Service Providers, in coordination with the System, shall be responsible for following HIPAA breach notification regulations and for sending out breach notifications to individuals, the HHS office for Civil Rights (OCR) and potentially the media. Medical Service Providers will be responsible for all costs associated with breach notification and potential fines caused by their agency.
- f. Patient Care Reports (PCRs) shall be created electronically within the encrypted software system supplied by the System and synced with the data base as soon as possible but no later than the end of shift.
- g. Paper PHI received shall be safeguarded and delivered to the appropriate location as follows: sending facilities' patient history information provided to a crew for transport to another medical facility shall be transferred to the receiving medical facility with one exception: Physician Certification Statements (PCS's) shall be delivered to the System at their designated drop off location identified. If the sending facility provides paper PHI but the receiving location is not a medical facility (i.e. home), all paper PHI will be delivered to the System's designated drop off location. If the receiving facility declines to receive paper PHI, it must all be turned over to the System's designated drop off location.
- h. PHI shall not be copied, printed, photographed or downloaded to personal or agency systems. Redacted PHI may be used for internal training purposes only and shall be shredded or deleted when completed.
- i. PHI shall not be saved on System tablets outside the encrypted protection of the software system supplied by the System.
- j. Personnel who create or access PHI shall receive documented HIPAA training upon employment with adequate refresher courses.
- k. Upon personnel termination of employment, the Medical Service Provider shall notify KCEMSS within one hour of termination so access to PHI can be removed. For personnel that have been move to a position that no longer needs PHI access, or will be

submitting their resignation or retiring, the Medical Service Provider shall contact the System within 24 hours after receiving notice.

- l. A Notice of Privacy Practices statement shall be given to all patients by Medical Service Provider crew members.
 - m. All requests for PHI and requests for accounting of PHI shall be directed to the System's administrative office.
 - n. All requests received from patients for an amendment to their protected health information shall be forwarded to the System's administration office. The System shall work with the Medical Service Provider on findings and determination of request.
 - o. Medical Service Providers and their personnel will not use or further disclose the protected health information other than as permitted by this contract or as required by law.
- 4.15 Failure to comply with these general requirements by any Medical Service Provider shall entitle the System to withhold any monies payable to the provider under paragraph 1.4.4 above until the provider complies with such provision(s) and may also be deemed a material breach of this Agreement providing justification for termination of that Medical Service Provider for cause.

V. SPECIFIC TERMS REGARDING NORTHERN LAKES

- 5.1 **Staffing:** Northern Lakes shall provide the System with sufficient personnel to staff two (2) ambulances at the paramedic level, which shall be available to respond to any location served by the System. This staffing shall be in effect twenty-four (24) hours per day, seven (7) days per week. Said personnel shall remain the employees of the district at all times, and the district shall be responsible for payment of wages, benefits, and payroll associated taxes.
- 5.2 **Vehicles:** The System will provide three (3) ambulances for the district to use. This is to include heart monitors appropriate for the level of care each unit can provide and in proper working order subject to budgetary consideration. These ambulances shall be stationed at locations within the district that the district's Chief Officer and System Chief Officer deems to be reasonable in order to fulfill the district's obligations pursuant to this Agreement.

VI. SPECIFIC TERMS REGARDING KOOTENAI FIRE

- 6.1 **Staffing:** Kootenai Fire shall provide the System with sufficient personnel to staff two (2) ambulances at the paramedic level, which shall be available to respond to any location served by the System. This staffing shall be in effect twenty-four (24) hours per day, seven (7) days per week. Said personnel shall remain the employees of the district at all times, and the district shall be responsible for payment of wages, benefits, and payroll associated taxes.

- 6.2 **Vehicles:** The System shall provide the district with the use of three (3) ambulances which shall be fully equipped by the System. This is to include heart monitors appropriate for the level of care each unit can provide and in proper working order subject to budgetary consideration. These ambulances shall be stationed at locations within the district that the district's Chief Officer and System Chief Officer deems to be reasonable in order to fulfill the district's obligations pursuant to this Agreement.

VII. SPECIFIC TERMS REGARDING COEUR D'ALENE

- 7.1 **Staffing:** Coeur d'Alene shall provide the System with sufficient personnel to staff two (2) ambulances at the paramedic level, which shall be available to respond to any location served by the System. This staffing shall be in effect twenty-four (24) hours per day, seven (7) days per week. Said personnel shall remain the employees of Coeur d'Alene at all times, and the city shall be responsible for payment of wages, benefits, and payroll associated taxes.
- 7.2 **Vehicles:** The System shall provide three (3) ambulances for the city to use. This is to include heart monitors appropriate for the level of care each unit can provide and in proper working order, subject to budgetary consideration. These ambulances shall be stationed at locations within the city that the Chief Officer of the city fire department and System Chief Officer deems to be reasonable in order to fulfill the city's obligations pursuant to this Agreement.

VIII. SPECIFIC TERMS REGARDING TIMBERLAKE FIRE

- 8.1 **Staffing:** Timberlake Fire Protection District shall provide the System with sufficient personnel to staff one (1) ambulance at the minimum BLS level, which shall be available to respond to any location served by the System on a twenty-four (24) hour basis, seven (7) days per week. Said personnel shall remain the employees of the District at all times, and the District shall be responsible for payment of wages, benefits, and payroll associated taxes.
- 8.2 **Vehicles:** The System shall provide the District with the use of two (2) ambulances, which shall be fully equipped by the System. The ambulances shall be stationed at locations within the fire district that the district's Chief Officer and System Chief Officer deems to be reasonable in order to fulfill the district's obligations pursuant to this Agreement.

IX. SPECIFIC TERMS REGARDING SPIRIT LAKE FIRE

- 9.1 **Staffing:** Spirit Lake Fire Protection District shall provide the System with sufficient personnel to staff one (1) ambulance at the minimum BLS level, which shall be available to respond to any location served by the System on a twenty-four (24) hour basis, seven (7) days per week. Said personnel shall remain the employees of the District at all times, and the District shall be responsible for payment of wages, benefits, and payroll associated taxes.

- 92 **Vehicles:** The System shall provide the District with the use of two (2) ambulances, which shall be fully equipped by the System. The ambulances shall be stationed at locations within the fire district that the district's Chief Officer and System Chief Officer deems to be reasonable in order to fulfill the district's obligations pursuant to this Agreement.

X. SPECIFIC TERMS REGARDING WORLEY FIRE

- 10.1 **Staffing:** Worley Fire Protection District shall provide the System with sufficient personnel to staff one (1) ambulance at the minimum BLS level, which shall be available to respond to any location served by the System on a twenty-four (24) hour basis, seven (7) days per week. Said personnel shall remain the employees of the District at all times, and the District shall be responsible for payment of wages, benefits, and payroll associated taxes.
- 10.2 **Vehicles:** The System shall provide the District with the use of one (1) ambulance, which shall be fully equipped by the System. The ambulances shall be stationed at locations within the fire district that the district's Chief Officer and System Chief Officer deems to be reasonable in order to fulfill the district's obligations pursuant to this Agreement.

XI. SPECIFIC TERMS REGARDING ALL NON-TRANSPORT QUICK RESPONSE AGENCIES

- 11.1 **All Other Medical Services Providers:** All other Medical Service Providers who are party to this Agreement agree to provide medical first responder services to the geographical areas in which they are located, and to provide mutual aid when they have available resources to do so. They agree to provide at least a first response level of medical services to their areas to the best of their ability. All of these Medical Service Providers agree to provide and be financially responsible for their own personnel, and to provide for their own liability, collision and property insurance.
- 11.2 **Compensation – Additional Terms:** The System shall pay the budgeted monthly or bi-annual payment obligations to these providers on or before the last day of each month that this Agreement is in effect in accordance with the provisions of Section 1.4.4 above; provided, however, that the System shall have the flexibility to pay these other Medical Service Providers their annual payments from a combination of monthly payments and/or other lump sum installment payments from tax levy installments the System receives from Kootenai County from time to time.

XII. GENERAL PROVISIONS

- 12.1 **Binding Agreement:** This Agreement shall be binding on and shall inure to the benefit of all of the parties hereto. The parties further agree that in order for any modification of this Agreement to be effective, it must be in writing and signed by the parties hereto. This Agreement contains the entire and complete agreement and understanding of the parties, and there are no other agreements, understandings, representations, warranties, or conditions except as stated herein, whether oral or written. This Agreement is the final Agreement of the parties and supersedes all prior agreements, understandings,

representations, warranties, and conditions between the parties relating to its subject matter. This Agreement supersedes and replaces all previously executed agreements between the parties hereto concerning the subject matter set forth herein.

- 122 **Agreements with Other Medical Service Providers:** Pursuant to Sections 2-3-4 and 2-3-12, Kootenai County Code, the System and Kootenai County may enter into agreements with Medical Service Providers other than those which are parties to this Agreement in order to provide for EMS services to those portions of the KCEMSS service area other than those which are served by the parties to this Agreement and/or to provide mutual aid to the System or any Medical Service Provider operating within Kootenai County. Such agreements may be with public or private entities, and may incorporate any of the terms and conditions contained herein, and any other terms and conditions as the parties may deem appropriate. Such agreements shall not authorize a Medical Service Provider to directly compete with any party to this Agreement for the provision of EMS services.
- 123 **Invalidity; Severability:** If any portion of this Agreement is determined to be invalid or unenforceable as a matter of law, such invalidity or lack of enforcement shall be limited to such portion, and shall not affect any other portions or provisions, which shall be given the fullest effect permitted by law. In the event that it should ever be determined by a tribunal having appropriate jurisdiction that this Agreement is illegal or unenforceable as a matter of law, this Agreement shall be deemed to be null and void, from its inception, and the parties hereto shall be relieved of any further performance under the terms of this Agreement. In the event that Kootenai County should fail to fund the System as set forth above, the System and the Medical Service Providers hereto shall be relieved of any further performance under the terms of this Agreement.
- 124 **Comprehension:** The parties hereto further mutually covenant, agree and represent, that the terms of this Agreement have been completely read by them and that the terms of this Agreement are fully understood, binding and voluntarily accepted by them.
- 125 **Legal Counsel:** The parties hereto further covenant and agree that this Agreement, in an effort to save on expenses and attorney fees, has been prepared or reviewed by an attorney who provides legal advice to Kootenai County as well as to the System. All of the parties hereto agree that in order to avoid a conflict of interest, if any party hereto determines it to be advisable, they shall have the right to have this Agreement reviewed with an attorney of their own choosing prior to their execution of this Agreement. The signatures of the parties to this Agreement acknowledge their understanding of this provision, their waiver of any conflict of interest, and that they either did have legal counsel review this Agreement, or knowingly, freely and voluntarily waived their right to do so.
- 126 **Governing Law:** This Agreement shall be construed and interpreted in accordance with the laws of the State of Idaho.
- 127 **Attorney Fees:** Reasonable attorney fees shall be awarded to the prevailing party or parties in any action concerning an alleged breach of this Agreement, or in any action to enforce this Agreement or to declare forfeiture or termination thereof, as determined by the court in accordance with the applicable provisions of the Idaho Rules of Civil Procedure.

EXECUTED THIS _____ day of _____, 2020, upon a roll call vote of the Board of County Commissioners of Kootenai County, Idaho.

Chairman

Deputy Clerk

EXECUTED THIS _____ day of _____, 2020, upon a roll call vote of the Kootenai County Emergency Medical Services System Joint Powers Board.

Chairperson

Secretary

EXECUTED THIS _____ day of _____, 2020, upon a roll call vote of the Board of Commissioners for the Northern Lakes Fire Protection District.

Chairperson

Secretary

EXECUTED THIS _____ day of _____, 2020, upon a roll call vote of the Board of Commissioners for Kootenai County Fire and Rescue.

President

Secretary

**EXECUTED THIS 19th day of May, 2020, upon a roll call vote of the City Council of the City of Coeur d'Alene.

Steve Widmyer, Mayor

Renata McLeod, City Clerk

EXECUTED THIS _____ day of _____, 2020, upon a roll call vote of the Board of Commissioners for the Timberlake Fire Protection District.

Chairperson

Secretary

EXECUTED THIS _____ day of _____, 2020, upon a roll call vote of the Board of Commissioners for the Spirit Lake Fire Protection District.

Chairperson

Secretary

EXECUTED THIS _____ day of _____, 2020, upon a roll call vote of the Board of Commissioners for the Worley Fire Protection District.

Chairperson

Secretary

EXECUTED THIS _____ day of _____, 2020, upon a roll call vote of the Board of Commissioners for the Hauser Lake Fire Protection District.

Chairperson

Secretary

EXECUTED THIS _____ day of _____, 2020, upon a roll call vote of the Board of Commissioners for the Mica-Kidd Island Fire Protection District.

Chairperson

Secretary

EXECUTED THIS _____ day of _____, 2020, upon a roll call vote of the Board of Commissioners for the East Side Fire Protection District.

Chairperson

Secretary

**CITY COUNCIL MEETING
STAFF REPORT**

DATE: May 12, 2020
FROM: Troy Tymesen, City Administrator/Arts Commission Liaison
SUBJECT: APPROVAL OF ARTWORK AND LOCATIONS FOR THE COEUR D’ALENE ARTS COMMISSION’S 2020 UTILITY BOX BEAUTIFICATION PROJECT

DECISION POINT: To approve the artwork and locations for the Coeur d’Alene Arts Commission’s 2020 Utility Box Beautification project.

HISTORY:

The City of Coeur d’Alene Arts Commission Public Art Policy, adopted by the City Council pursuant to Resolution No. 00-101 on November 2, 1999, amended by Resolution No. 08-017 on April 1, 2008, and amended by Resolution No. 17-027 on May 2, 2017, designates the Coeur d’Alene Arts Commission as the standing committee charged by the City Council to oversee the Public Art program.

Since 2012, the City of Coeur d’Alene Arts Commission has sponsored the hugely successful Utility Box Beautification Program, which consists of vinyl wrapping of signal and utility boxes in the City. Artists normally submit applications through a Call to Artists process for the opportunity to have their art placed on a utility box; however, due to the large number of responses to the last issued Call to Artists in 2017, the Arts Commission decided at that time to create a waiting list of the top 20 artists not selected, in order to simplify the process the next time that utility boxes became available. For this year’s project, those top 20 artists were contacted and asked to submit images/artwork for consideration.

In FY 2020, the commission has the opportunity to wrap 15 utility boxes with new artwork, including five City-owned boxes, one ITD-owned box (with permission), and nine TDS nodes. TDS Telecom has requested the wrapping of their nodes, at their expense, and have asked that the artwork be selected through the Arts Commission’s normal selection process. TDS has approved the recommended artwork and locations for their nodes, and have indicated that two nodes are ready for wrapping, three nodes should be ready by June 1st, and the remaining four nodes should be ready within the next month or two.

In addition to the 15 utility boxes available for wrapping with new artwork, there are two previously wrapped boxes that were either removed or replaced. As has been the process in the past, when a box is damaged or replaced, the new box is wrapped with the image that was previously at that location. However, one of the boxes located at Seltice Way & Grand Mill Blvd., was removed due to the roundabout installation, and as result, the Arts Commission is recommending that the artwork previously located at that site, titled “Sailboats” by artist Kenneth Jungjohann, be moved to the utility box at Lincoln Way/95 & Emma.

The responses from the 20 artists were evaluated by a selection committee consisting of members of the Arts Commission, and other members as determined by the Arts Commission Utility Box Beautification subcommittee on February 13, 2020. Selection criteria included artistic quality, diversity and suitability for the location. Following the meeting of the selection committee, the Utility Box Beautification subcommittee met with staff on February 20, 2020 to determine the proposed locations of the selected artwork. The Arts Commission approved the selected artwork and locations and recommended council approval at their meeting on February 25, 2020.

The following is a list of the proposed artwork and locations for the 2020 Utility Box Beautification program:

Title	Artist	New/Rewrap	Location
“Sailboats”	Kenneth Jungjohann	Rewrap (new location)	Lincoln Way/95 & Emma (CDA)
“A Day in the Clouds”	Suzanne Faracca	Rewrap	4 th & Best (CDA)
“Lake Aurora”	Gay Waldman	New	95 & Ironwood (ITD)
“Home in the Trees”	Christina Oss Labang	New	Kathleen & Prairie Trail Crossing (CDA)
“Western Sky”	Gay Waldman	New	Ironwood & Medina (CDA)
“Fern Falls, Idaho”	Joel McNee	New	Govt. Way & Wilbur (CDA)
“Bald Eagle at Higgens Point”	Jackie McNeel	New	Govt. Way & Canfield (CDA)
“Fish Inn”	Janet Launhardt	New	Sherman & 23 rd Street (CDA)
“Autumn Aria”	Gay Waldman	New	18 E. Neider (TDS - Ready)
“Seasons”	Jamey Cunningham	New	1415 E. Lunceford Lane (TDS – Ready)
“Mountain Bluebird”	Joel McNee	New	5992 N. Atlas Road (TDS)
“Echoes of Spring”	Judy Hohl	New	1204 N. Third (TDS)
“Magnolias”	Eliza Nicholson	New	512 N. 5 th Street (TDS) – June 1 st
“Flight”	Christina Oss Labang	New	3375 N. Grand Mill Lane (TDS)
“Sunset View”	Joel McNee	New	4303 N. Atlas Road (TDS)
“Cloud Dancer”	Judy Hohl	New	302 N. 19 th Street (TDS) – June 1 st
“A Joyful Place”	Julie Rae Clark	New	1504 E. Harrison Ave. (TDS) – June 1 st

FINANCIAL ANALYSIS:

Selected artists will receive \$600.00 for each new box that is wrapped. The cost to vinyl wrap the boxes normally runs anywhere from around \$1100 to \$1600 per box, depending on the box measurements. Artist fees are not paid for any boxes that are rewrapped. The artist fees and vinyl wrap costs for the six City/ITD utility boxes will be paid from the Coeur d’Alene Art’s Commission’s dedicated public art fund. TDS Telecom, Inc. has agreed to pay for the artist fee and any costs associated with wrapping their nine TDS nodes. Routine maintenance of the wraps will be performed by the City.

PERFORMANCE ANALYSIS:

The wrapping of utility boxes with quality local art is an extremely cost-effective way to enhance and build upon the City’s impressive public art collection. Public art can be a change agent for the community. It creates and establishes neighborhood and community identity and also enhances the visual landscape and character of the city. It turns ordinary spaces into community landmarks and promotes community dialogue and, most important, it's accessible to everyone.

DECISION POINT/RECOMMENDATION:

Approval of the artwork and locations for the Art Commission’s 2020 Utility Box Beautification project, and authorization to proceed with wrapping the boxes as they become available.

Attachments: Draft Letter of Agreement with TDS Telecom
Draft Utility Box Art Agreement
Powerpoint – Utility Box Proposed Rewraps/Wraps & Locations 2020

Utility Box Art Agreement

THIS AGREEMENT is entered into this ___ day of _____, 2020, by and between the City of Coeur d'Alene, a municipal corporation organized and existing under the laws of the state of Idaho (hereinafter the "City"), with its principle offices located at 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814, and _____ (hereinafter the "Artist"), whose address is _____.

Article 1. Scope of Services.

1.1 Artist's Obligations.

- a. The Artist shall provide the artwork selected by the Coeur d'Alene Arts Commission (hereinafter referred to as the "Commission") for installation on a utility box in accordance with the 2018 Call to Artists attached hereto as Exhibit "A."
- b. The Artwork shall substantially conform to the design submitted to and selected by the Commission in response to the 2018 Call to Artists unless the Commission approves a change in accordance with paragraph 1.4 hereof.
- c. The Artist shall provide the Artwork by _____ [date].
- d. The Artist shall be available upon reasonable advance notice for meetings, ceremonies and similar presentations, as necessary.

1.2 Agency's Obligations.

- a. The City shall undertake all steps necessary to transform the Artwork into a vinyl wrap and apply it to a utility box at its sole expense.
- b. The City shall not permit any use of the Artist's name or misuse of the Artwork which would reflect discredit on the Artist's reputation as an artist or which would violate the spirit of the Artwork, should such use or misuse be within the City's control.
- c. The City shall maintain the Artwork after installation as it deems prudent and necessary. Should the Artwork degrade or be damaged, the City will replace it or remove it, at its sole discretion.

1.3 Fee, Schedule, Payment.

- a. Fee
 1. The Artist shall be paid in the amount of Six Hundred and No/100 Dollars (\$600.00) for all work in designing and executing the Artwork, and providing it to the City in the proper format.

b. Payment

1. Payment shall be made within thirty (30) days after submission to and acceptance of the Artwork by the City.

1.4 Changes to Design.

a. Prior to any significant change in the approved design, the Artist shall present proposed changes in writing to the Commission for further review and approval. A significant change is any change which materially alters the concept of the Artwork as represented in the original design.

b. If the Commission disapproves of the changes, the Commission shall promptly notify the Artist in writing and the Artist shall continue to execute the Artwork in substantial conformity with the approved design.

Article 2. Taxes.

Any state or federal sales, use, or excise taxes, or similar charges relating to the services and materials under this Agreement, shall be paid by the Artist in a timely fashion. The Commission shall report payments made to the Artist to the Internal Revenue Department in a 1099 statement.

Article 3. Artist's Representations and Warranties.

3.1 Warranties of Title.

The Artist represents and warrants that:

a. The Artwork is solely the result of the artistic effort of the Artist, is unique and original, and does not infringe upon any copyright or the rights of any person;

b. The Artwork (or duplicate thereof) will not be displayed in other public arts programs within a radius of one hundred (100) miles of the city limits of the City during the period of public display in the City;

c. The Artist has not sold, assigned, transferred, licensed, granted, encumbered, or utilized the Artwork or any element thereof or any copyright related thereto which may affect or impair the rights granted to the City pursuant to this Agreement;

Article 4. Indemnity.

The Artist shall indemnify, protect, defend, and hold harmless the City and its subdivisions, officials, employees, and agents from and against all liabilities, obligations, losses, damages, judgments, costs, or expenses (including legal fees and costs of investigation) arising from, in

connection with, or caused by any infringement of patent, copyright, trademark, trade secret, or other proprietary right caused by the Artist.

Article 5. Ownership and Intellectual Property Rights.

5.1 Title.

Title to the vinyl wrap shall pass to the City upon the Commission's written final acceptance and payment for the Artwork. The Artist agrees that the City, in its sole discretion, may cause the removal the Artwork for any reason, including deterioration or damage, without compensation to the Artist.

5.2 Copyright Ownership.

The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C. § 101 et seq., as the sole author of the Artwork for the duration of the copyright, subject to the rights of the City hereunder.

5.3 Reproduction Rights.

- a. The Artist grants to the City and its assigns an irrevocable license to make reproductions of the Artwork for non-commercial purposes, including, but not limited to, reproductions used in brochures, media publicity, and other similar publications.
- b. If the City wishes to make reproductions of the Artwork for commercial purposes, including, but not limited to, tee shirts, post cards, and posters, the parties shall execute a separate agreement to address the terms of the license granted by the Artist and the royalty the Artist shall receive.
- c. Third Party Infringement. The City is not responsible for any third-party infringement of the Artist's copyright and is not responsible for protecting the intellectual property rights of Artist.

Article 6. Artist as an Independent Contractor.

The Artist agrees to perform all services under this Agreement as an independent contractor and not as an agent or employee of the City or the Commission. The Artist acknowledges and agrees that the Artist shall not hold himself out as an authorized agent of the Commission with the power to bind in any manner.

Article 7. Assignment of Services.

The services required of the Artist are personal and shall not be assigned, sublet, or transferred without the prior written consent of the Commission.

Article 8. Entire Agreement.

This Agreement, including the exhibits, comprises all of the covenants, promises, agreements, and conditions between the parties. No verbal agreements or conversations between the parties prior to the execution of this Agreement shall affect or modify any of the terms or obligations.

CITY

By _____
Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

ARTIST

By _____
_____ [printed name]

May _____, 2020

TDS Metrocom, LLC
525 Junction Rd.
Madison, WI 53717-2152

LETTER OF AGREEMENT

This letter shall serve as an agreement between the City of Coeur d’Alene, hereinafter the “CITY,” and TDS Metrocom, LLC, hereinafter “TDS,” governing utility box art as described in the attached Call to Artists.

TDS agrees to pay for the artist fees and all costs of wrapping the nine nodes (utility boxes) owned by TDS in the City of Coeur d’Alene. The artist fee shall be Six Hundred and No/100 Dollars (\$600.00) per node. The cost of wrapping shall be as determined in the normal and customary course of business.

The City will choose the artwork for each node and will enter into a contract with the artist(s). The City shall contract for the wrapping. The City, in its sole discretion, shall determine when or if any artwork needs to be repaired, replaced, or removed in its entirety.

If the terms of this agreement meet with your acceptance, please return a signed copy of this Letter of Agreement.

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



By _____
_____(printed name)
For TDS Metrocom, LLC

ATTEST:

Renata McLeod, City Clerk

UTILITY BOX PROPOSED REWRAPS/WRAPPS & LOCATIONS 2020

1

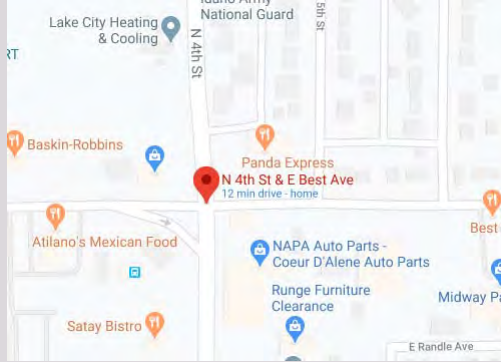


Lincoln Way/95 & Emma
Stretch P+ Cabinet
Owner: ITD, with
Permission

“Sailboats”
Kenneth Jungjohann

Formerly located at Seltice Way & Grand Mill. Signal was removed and replaced with roundabout. New proposed location is 95 & Ironwood.

2

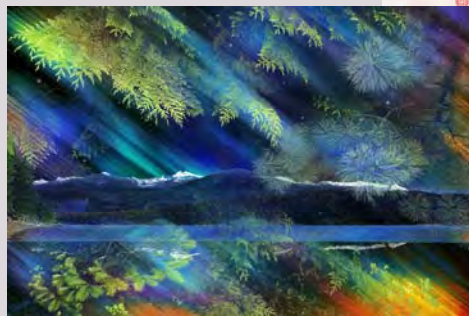


“A Day in the Clouds”
Suzanne Faracca
4th & Best

Cabinet was replaced. Rewrap. P Cabinet.

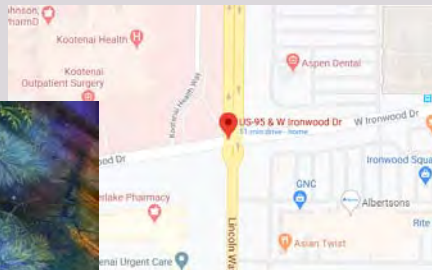
3

3



“Lake Aurora”
Artist: Gay Waldman

A digitally enhanced art-photo collage created to reveal the sparkle of a summer night at the lake. Image size is large enough to cover entire utility box and then use a repeat selection for the top of the box.



95 & Ironwood Dr.
Stretch P+ Cabinet
Owner: ITD, with
Permission

4

4



Kathleen & Prairie Trail Crossing
Stretch P Cabinet

Owner: CDA

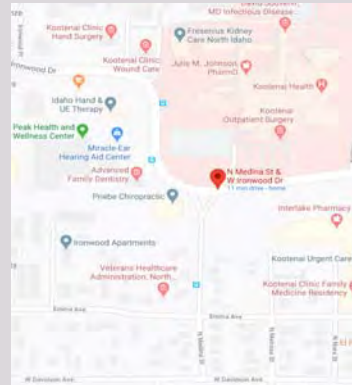
“Home in the Trees”

Artist: Christina Oss Labang

Oil painting on canvas, 16 x 20. My best friend would camp in this same spot every summer on the North Fork of Coeur d’Alene River. She would drive up with her small amount of essentials and her tent and camp alone with her dog. Each weekend, when her husband and three sons would come up and bring food and supplies, she would be the wife and mother. When they left, she became one with nature and lived the way of her Native Ancestors. It has changed through use and time, but will always remain the place of contentment where my friend found joy and peace, by the Coeur d’Alene River. I hope others will feel this place of calm and rest when viewing this painting.

5

5



Ironwood & Medina
P Cabinet

Owner: CDA

“Western Sky”

Artist: Gay Waldman

A digitally enhanced art-photo revealing colors of a brilliant lake summer evening sky. Image size is large enough to cover entire utility box and then use a repeat selection for the top of the box.

6

6

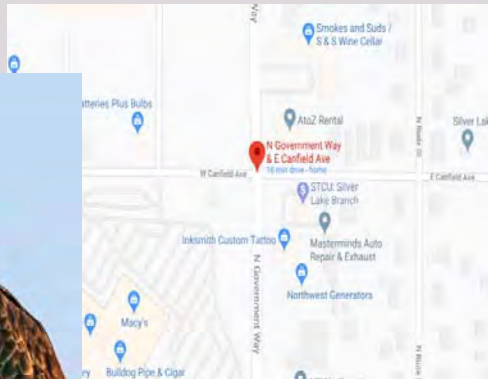


Government Way & Wilbur
Stretch P Cabinet
Owner: CDA

“Fern Falls, Idaho”
Artist: Joel McNee

7

7

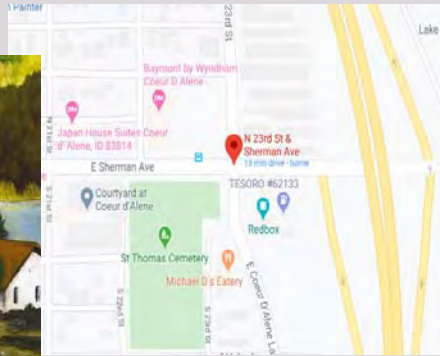


Government Way & Canfield
Stretch P Cabinet
Owner: CDA

“Bald Eagle at Higgens Point”
Artist: Jackie McNeel

8

8



Sherman Avenue & 23rd Street
P Cabinet & Power Box
Owner: CDA

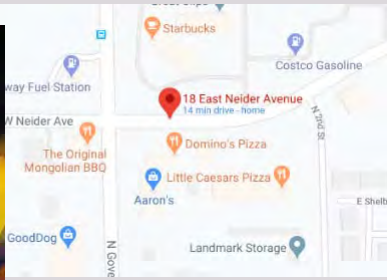
“Fish Inn”

Artist: Janet Launhardt

The “Fish Inn” is a part of Coeur d’Alene history. Built in 1932, it sat beside the old Highway 10 in the Wolf Lodge District on the east end of Coeur d’Alene Lake, and welcomed locals and travelers alike for almost 60 years.

9

9



18 E. Neider Avenue
TDS Node
Owner: TDS, with Permission,
READY TO GO


“Autumn Aria”

Artist: Gay Waldman

A digitally enhanced art-photo collage of sunflowers and leaves depicting the end of summer accentuated with bright sparkles of garden colors. Image size is large enough to cover the entire utility box and then use a repeat selection for the top of the box.

10

10



Artist Rendering For Proposal(#6) Sample Rendering

1415 E. Lunceford Lane
TDS Node
Owner: TDS, with Permission,
READY TO GO

“Seasons”
Artist: Jamey Cunningham
Computer enhanced photography.

11

11


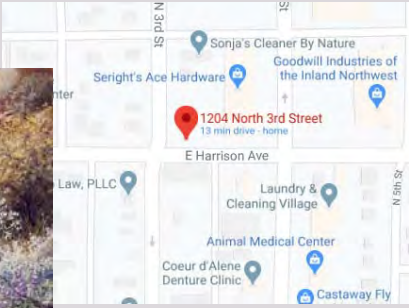



5992 N. Atlas Road
TDS Node
Owner: TDS, with Permission

“Mountain Bluebird, ID State Bird”
Artist: Joel McNee

12

12


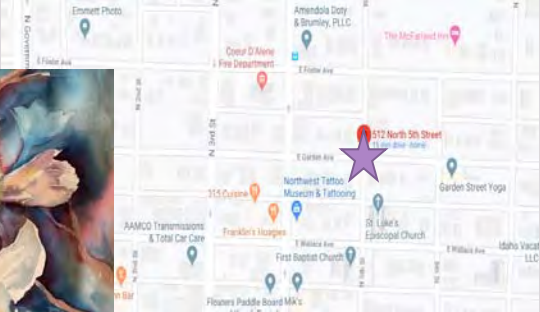
1204 N. Third
TDS Node
Owner: TDS, with Permission

“Echoes of Spring”
Artist: Judy Hohl

This is an actual place with a rough but beautiful hiking trail. The young deer is hesitant to cross the trail to follow mom. The mule deer are from previous photos and added to the scene. They are indigenous to the area.

13

13


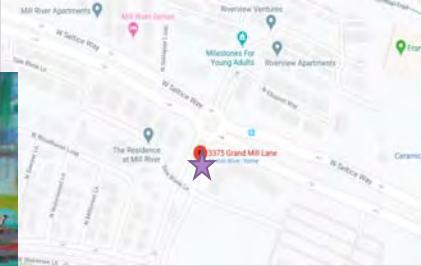
512 N. 5th Street
TDS Node
Owner: TDS, with Permission
READY June 1st (Aprox.)

“Magnolias”
Artist: Eliza Nicholson

Each spring the Magnolias appear and are such a welcome sight in Coeur d'Alene after the winter snow melt.

14

14



3375 N. Grand Mill Lane
TDS Node
Owner: TDS, with Permission
NOT READY YET

“Flight”
Artist: Christina Oss Labang

Oil painting on canvas, 16 x 20. While riding my bike along the Dike Road next to NIC, I stopped and was in awe of the beauty of the flight of a seagull’s wing, flying within light and color. When I returned home, I immediately began creating this painting.

15

15

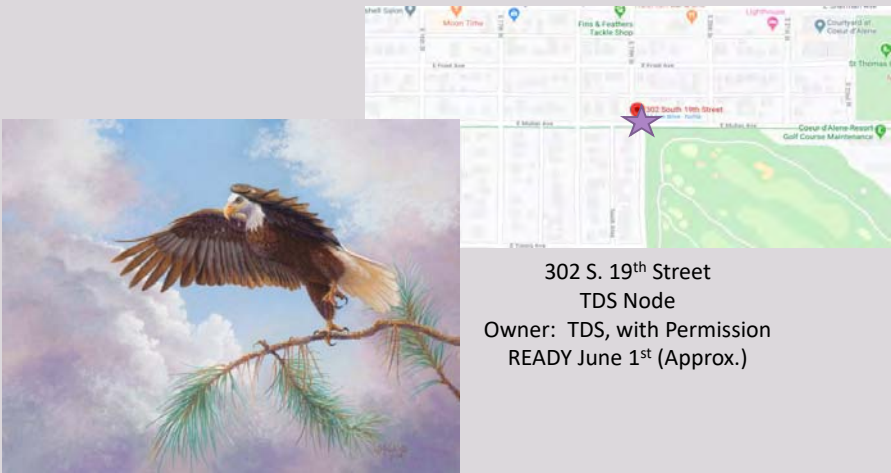



4303 N. Atlas Road
TDS Node
Owner: TDS, with Permission
NOT READY YET

“Sunset view – 80 Year Windmill, Howard St. & Bosanko, CDA”
Artist: Joel McNee

16

16




302 S. 19th Street
TDS Node
Owner: TDS, with Permission
READY June 1st (Approx.)

“Cloud Dancer”
Artist: Judy Hohl

Love the time of year when the eagles come to the lake, and love the clouds that are so beautiful and plentiful up here. This painting came to be because I love seeing these magnificent birds soaring over our area. Special moments captured.

17

17



1504 E. Harrison Avenue
TDS Node
Owner: TDS, with Permission
READY June 1st (Approx.)

“A Joyful Place”
Artist: Julie Rae Clark

Acrylic on canvas 24 x 36. In this piece the sun rises joyfully over the water, fish of different types swim below and all is balanced & well. These are fish that would swim in our local waters and they’re surrounded by a fun design. It is a piece of pure happiness. I previously lived in Hawaii for many years and I love the Polynesian art style with its tattoo style lines & patterns. It was my wish to transfer this art style to a piece about our own lakes & rivers, which we love so much here. I’m very pleased with how it came out.

18

18

OTHER BUSINESS

CITY COUNCIL STAFF REPORT

DATE: May 19, 2020

FROM: Hilary Anderson, Community Planning Director

SUBJECT: Amendments to Title 17 under Chapters 17.02, 17.03 and 17.44 related to Heavy Equipment Parking and Storage on Residential Properties

DECISION POINT:

The City Council is being asked to approve amendments to Sections 17.02.065; 17.03.050; and 17.44.195 of the Municipal Code related to Heavy Equipment Parking and Storage on Residential Properties, as attached.

PLANNING COMMISSION:

At their regular monthly meeting on February 11, 2020, the Planning Commission unanimously recommended approval for the proposed code amendments to the Design Review Procedures and Design Review Commission.

BACKGROUND:

Code Enforcement has received complaints from residents that some properties in residentially zoned and occupied areas are being used commercially for the parking and storage of large pieces of heavy equipment. The parking and storage of heavy equipment are incompatible with residential neighborhoods. Our current code does not specifically regulate the parking and storage of heavy equipment in residential areas.

PERFORMANCE EVALUATION:

The proposed code amendment clarifies that commercial and industrial uses, such as the parking and storage of heavy equipment as defined below would not be permitted on residential properties. This amendment would fall within the Off Street Parking, Loading and Display section of the Municipal Code within Chapters 17.02, 17.03 and 17.44 of the Zoning Code.

The definition of “Heavy Equipment” as included in the proposed code amendment reads as follows:

“Heavy Equipment” means heavy-duty vehicles or motorized machinery designed for industrial or construction uses, including but not limited to construction equipment, construction plant, earth movers, and engineering vehicles, usually comprised of five equipment systems: implement, traction, structure, power train, control, and information.

PURPOSE:

The purpose of the proposed is to preserve residential areas for residential uses. Heavy equipment is often large, imposing, and out of character for residential neighborhoods. A property used for heavy equipment storage can drive down the value of neighboring residential properties. Heavy equipment is used commercially and is not used for normal residential uses associated with residential properties except in large construction projects. This code amendment will allow Code Enforcement to restrict heavy equipment from being parked on residential lots.

DECISION POINT RECOMMENDATIONS: The City Council should adopt the proposed code amendments to Municipal Code Sections 17.02.065; 17.03.050; and 17.44.195.

Attachment: Proposed Code Amendment

B. Amendments to Title 17 under Chapters 17.02, 17.03 and 17.44 related to Heavy Equipment Parking and Storage on Residential Properties

Ms. Anderson stated that she forgot to mention that on the March agenda they will have another zoning code amendment which will be for the Design Review Procedures.

Ms. Anderson provided the following statements:

PERFORMANCE EVALUATION:

The proposed code amendment clarifies that commercial and industrial uses, such as the parking and storage of heavy equipment as defined below, would not be permitted on residential properties. The amendment would fall within the Off Street Parking, Loading and Display section of the Municipal Code within Chapters 17.02, 17.03 and 17.44 of the Zoning Code.

The definition of “Heavy Equipment,” as included in the proposed code amendment, reads as follows:

“Heavy Equipment” means heavy-duty vehicles or motorized machinery designed for industrial or construction uses, including but not limited to construction equipment, construction plant, earth movers, and engineering vehicles, usually comprised of five equipment systems: implement, traction, structure, power train, control, and information.

PURPOSE:

The purpose of the proposed code amendment is to preserve residential areas for residential uses. Heavy equipment is often large, imposing, and out of character for residential neighborhoods. A property used for heavy equipment storage can drive down the value of neighboring residential properties. Heavy equipment is used commercially and is not used for normal residential uses associated with residential properties, except in large construction projects.

Ms. Anderson concluded her presentation.

COMMISSION COMMENTS:

Commissioner Fleming asked how they get the “teeth” to get the proposed code amendment enforced.

Ms. Anderson said that getting it in the code is the first step so they have to be specific on what is/is not allowed. She noted that most code violations are complaint-based and then turned over to code enforcement. They have been recently been going after properties that are violating the code, such as living in an RV, hooking into the sewer, or cars parked over sidewalks.

Chairman Messina asked if the city already has an ordinance stating that they don’t allow heavy equipment on the street.

Ms. Anderson said they do have restrictions for the length of time for boats, trailers and vehicles not being used, so heavy equipment is already restricted unless its part of an active construction site.

Commissioner Luttrupp asked if the proposed ordinance includes boat and boat trailers. Ms. Anderson said it doesn’t and that is why the definition is specific.

Public testimony closed.

Motion by Mandel, seconded by Ingalls, to approve Item O-1-20b Amendments to Title 17 under Chapters 17.02, 17.03 and 17.44 related to Heavy Equipment Parking and Storage on Residential Properties. Motion approved.

ROLL CALL:

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

Motion approved by a 5-0 vote.

1. Applicant: City of Coeur d'Alene
Request: Proposed amendments to Title 17.09 of the Municipal Code, Zoning Ordinance LEGISLATIVE, (O-1-20c)

- Tami Stroud, Associate Planner, said that staff is requesting a recommendation from the Planning Commission to the City Council for proposed code amendments to Chapter 17.09, Article IV, Design Review Procedures and Chapter 2.98, Design Review Commission.

Ms. Stroud provided the following statements:

- The Design Review Commission (DRC) Procedures have been in need of an update for several years.
- On June 6, 2017 the City Council adopted a Work Plan for the Planning Department that included modifying the Design Review Commission Procedures.
- Following the direction from City Council to better streamline the process, staff asked the Design Review Commission to participate in a survey providing feedback to staff with suggestions to help streamline the process and better serve the development community.
- The streamlining has had positive results for staff, the development community, and commission members. Based on successful feedback from developers and the commission, staff is bringing forward the proposed amendments, which they believe will formally expedite and simplify the process for all parties.

Purpose:

- The purpose of the proposed DRC Procedure amendments will do several things: remove the 1st meeting with the DRC and replace it with a meeting with staff and the applicant, identify projects that should be reviewed administratively, and provide clarification for the developer for timelines and required submittal items.
- By eliminating the preliminary meeting with the DRC, it saves time and money for the applicant, reduces staff time spent on additional commission meetings and staff reports, and makes better use of the commission's time.
- There are also some minor "housekeeping" items included in the proposed amendment. Addressing the code amendments will streamline the process for staff and developers, and also saves valuable time of the volunteer commissioners. The proposed amendments to Chapter 2.98, Design Review Commission, remove the standing alternates, clarify a quorum, specify the DRC meeting date, and clarify public notices and comments on proposed projects.

Ms. Stroud concluded her presentation.

Commission Comments:

Commissioner Ingalls said that he appreciated the amount of time staff has put in to streamlining the Design Review process and believes by providing these changes, it will make the City better. He added that the Design Review criteria isn't always firm and that is why he likes the process. He commented that he has seen many times when an applicant first presents a project and during that meeting, while working through the process with the applicant and by giving critique, the applicant comes back with a better project. He thanked staff again for doing a great job.

Commissioner Messina said that concurred and also thanked staff.

Motion by Ingalls, seconded by Fleming, to approve Item 0-1-20c. Motion approved

City Council Meeting



MAY 19, 2020

1

Decision Point:

The City Council is being asked to approve amendments to Sections 17.02.065; 17.03.050; and 17.44.195 of the Municipal Code related to **Heavy Equipment Parking and Storage on Residential Properties**, as attached.

2

Heavy Equipment Definition:

“Heavy Equipment” means heavy-duty vehicles or motorized machinery designed for industrial or construction uses, including but not limited to construction equipment, construction plant, earth movers, and engineering vehicles, usually comprised of five equipment systems: implement, traction, structure, power train, control, and information.

3

Heavy Equipment in Residential Zones



4

Decision Point Recommendations:

The City Council is being asked to approve amendments to Sections 17.02.065; 17.03.050; and 17.44.195 of the Municipal Code related to Heavy Equipment Parking and Storage on Residential Properties, as attached.

ORDINANCE NO. ____
COUNCIL BILL NO. 20-1005

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF THE FOLLOWING SECTIONS OF THE COEUR D'ALENE MUNICIPAL CODE: 17.02.065, 17.03.050, AND 17.44.195; PROVIDING FOR THE REPEAL OF 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 17.02.065 of the Coeur d'Alene Municipal Code be amended by the addition of a new subsection F as follows:*

F. "Heavy Equipment" means heavy-duty vehicles or motorized machinery designed for industrial or construction uses, including but not limited to construction equipment, construction plant, earth movers, and engineering vehicles, usually comprised of five equipment systems: implement, traction, structure, power train, control, and information.

SECTION 2. *That section 17.03.050 of the Coeur d'Alene Municipal Code be amended by the addition of a new subsection O as follows:*

O. Heavy Equipment Parking and Storage: Activities that involve the parking and/or storage of heavy equipment whether by or for the property owner or by a third party.

SECTION 3. *That section, 17.44.195 of the Coeur d'Alene Municipal Code shall be amended as follows:*

A. The required off street parking spaces and driveways shall not be used for any purpose which would, at any time, preclude the use of the area for the temporary storage of motor vehicles.

B. No residential lot or portion of a residential lot shall be used for parking or storing of more than one commercial motor vehicle and said vehicle may not exceed a one ton capacity.

C. No area may be used and counted both as a required parking space and a required loading berth.

D. No Heavy Equipment shall be parked, stored, or otherwise left unattended at any place in a residential district or in any other district on property used for residential purposes, whether on public or private property, for over two hours except while engaged in construction or any other permitted activity, unless completely enclosed in a building or otherwise not visible from the street or other public or private property.

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

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

SECTION 6. 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 May 19, 2020.

APPROVED, ADOPTED and SIGNED this 19th day of May, 2020.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Amending Sections 17.02.065, 17.03.050, and 17.44.195 of the City Code,

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF THE FOLLOWING SECTIONS OF THE COEUR D'ALENE MUNICIPAL CODE: 17.02.065, 17.03.050, AND 17.44.195; PROVIDING FOR THE REPEAL OF 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.

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 sections 17.02.065, 17.03.050, and 17.44.195 of 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 19th day of May, 2020.

Randall R. Adams, Chief Deputy City Attorney

**CITY COUNCIL
MEMORANDUM**

DATE: May 19, 2020

FROM: Hilary Anderson, Community Planning Director and Chelsea Nesbit, CDBG Specialist

RE: CDBG-CV UPDATE AND FUNDING RECOMMENDATIONS FOR COVID-19 RESPONSE

DECISION POINT:

Should City Council authorize staff to proceed with an agreement to fund the Boys & Girls Club in the amount of \$10,000 to assist with the food pantry and staffing needs with CDBG-CV funds in response to COVID-19?

HISTORY:

On March 19, 2020, the U.S. Senate introduced the Coronavirus Aid, Relief and Economic Security (CARES) Act Bill to provide emergency assistance and health care response for individuals, families, and businesses affected by the 2020 coronavirus pandemic. The City of Coeur d'Alene was notified on April 2, 2020 that we will be receiving \$199,675 in FY20 CDBG-CV funding, which was accepted by the City Council at its May 5, 2020 meeting. HUD is allowing the CDBG-CV funds to be spent for two years to respond to COVID-19.

On April 10, 2020, staff reached out to 139 stakeholders to let them know about the \$199,675 allocation of CDBG-CV funds and ask them if their organizations had any immediate needs in response to COVID-19 that were eligible under the CARES Act funding guidelines. We provided a one-week window for them to respond and allowed for additional time to provide follow-up information and details.

Staff presented information about the CDBG-CV funds to City Council on April 21, 2020 and requested authorization to enter into agreements with three service providers to assist with homeless services (St. Vincent de Paul), housing assistance for the homeless families (Family Promise of North Idaho), and expansion of the Meals and Wheels program (Lake City Center), which were determined to be the most urgent and ready for funding. The City Council authorized the agreements and directed staff to bring forward the substantial amendment to the 2019 CDBG Annual Action Plan and Citizen Participation Plan.

A public hearing was held on May 5, 2020 to approve the substantial amendment to the 2019 Annual Action Plan to receive the new CDBG-CV funds and to approve the amended Citizen Participation Plan with the reduce public comment period, which was required by HUD. Both plans were approved at the public hearing and Council directed staff to take \$30,000 from the Administration budget (if that would leave enough funds for administrative expenses) and move to the Community Opportunity Grant fund to assist more organizations with COVID-19 responses. It was also agreed upon to come back at the May 19, 2020 meeting with an update on the eligibility of the funding requests and make further recommendations for funding.

PERFORMANCE ANALYSIS:

Based on Council direction at the May 5th meeting, staff will be taking \$30,000 from the Administration category to put toward the Community Opportunity Grants to respond to COVID-19. That will increase

the total amount of funds available to assist organizations impacted by COVID-19 that meet HUD eligibility to \$189,740.

The CDBG-CV funds can only be used to prevent, prepare for, and respond to coronavirus, and shall prioritize the unique needs of low- and moderate-income persons. HUD provided some initial guidance for the use of the funds including eligible activities. That list has been provided in the two previous staff reports and is posted on the CDBG webpage. It is also attached to this staff report for reference. In addition to the list of activities, the funds must be used to meet a National Objective: 1) benefit to low- and moderate-income (LMI) persons; 2) aid in the prevention or elimination of slums or blight; or 3) meet a need having a particular urgency (referred to as urgent need)). Funding requests must also fall under one of the eligible activities in the HUD matrix, which is based on federal regulations 570.201-570.207. There are also reporting requirements and proof of LMI benefit that must be achieved.

Summary of Funding Requests:

There were 11 funding requests from community organizations for the CDBG-CV funds with a combined total funding request of \$230,470. They are summarized below along with note regarding funding and status.

- Homeless Programs: 2 (**Funded: CDBG-CV**)
 - Homeless Shelter: 1
 - Housing Homeless Families for 90-day stays: 1
- Senior Services: 1 (**Funded: CDBG-CV**)
- Substance Abuse Services – PPE supplies: 1 (**Funded: expected to receive funding through the CDA COVID-19 Relief Fund, funds from the United Way group**)
- Food Bank Assistance/Staffing for Youth: 1 (**Recommended for Funding 5/19/20**)
- Food Bank & Other Public Services (Equipment/Supplies): 1 (seeking additional information)
- Health Services – Laboratory: 1 (awaiting HUD guidelines)
- Economic Development: 3 (awaiting HUD guidelines)
 - Manufacturing PPEs: 2
 - Small Business Technical Assistance: 1
- Rental Housing Subsidies & Other Public Services: 1 (seeking additional information and community housing providers)

Of the 11 requests, three have been funded with the CDBG-CV funds. Those cover the homeless services and senior services, which were determined to be the most urgent. The request for funding that was submitted by Kootenai Recovery for substance abuse services to purchase PPEs and other supplies is also being reviewed by the CDA COVID-19 Relief Fund. A final decision on that funding request will be made on Monday, May 18th. If awarded, this request would not need further consideration for CDBG-CV funding.

Staff is recommending funding the Boys & Girls Club of North Idaho with \$10,000 to cover COVID-19 impacts to the Coeur d'Alene food pantry and staffing. This falls under the Food Bank assistance category, even though it also fits under Youth Services. There is an urgency to continue providing this service to LMI community members who need food assistance and other supplies at this time. The Boys & Girls Club funding request is attached to this staff report as Attachment 2.

Staff has been carefully reviewing the other funding requests, seeking clarification and more information to determine eligibility and ability to meet the HUD and CDBG-CV requirements, and benefit the

community while responding to COVID-19. Staff has also been in close contact with HUD to inquire further about eligibility and to seek guidance on how to proceed with some of the funding requests. Staff has also had conversations with Kootenai Health and Panhandle Health District to learn out more about the need for the manufacturing of PPEs and laboratory testing. The requests for manufacturing PPEs, creating a laboratory to test for antibodies, and the request for technical assistance for small business all fall under the economic development category.

HUD has directed the entitlement communities to proceed with caution on economic development funding requests because further guidance will be released soon. They have also said that the funds cannot be used if there is a duplication of benefits such as PPP, business relief funds/grants from the state, FEMA, ESG, and other grants that would cover the same costs. They have also cautioned against using CDBG-CV funds for urgent needs because that also requires proof that no other funds are available.

Additional challenges with some of the economic development funding requests is that they would have to go to LMI businesses and jobs would have to be created or retained, and there are challenges with sole proprietor and smaller businesses meeting the 51% LMI threshold due to part-time positions and income reporting. As such, staff is waiting for the written guidance from HUD on economic development and identifying other business funding programs that are available for small local businesses before making recommendations on these items.

Staff is preparing a list of all of the resources that are available to small local businesses as part of the review process to make sure there isn't a duplication of benefit, and to provide a comprehensive list of for the business community. Recent funding examples include the second round of PPP funding and the Idaho Rebound Cash Grants for Small Businesses fund that is making \$300 million available to small businesses not eligible for PPP as individual business grants up to \$10,000. These funds will be available to sole proprietors, partnerships, c-corps, s-corps. LLCs, nonprofits, tribal businesses and other organizations.

The funding request that was received from Commonwealth Agency, a nonprofit partner of Whitewater Creek Inc. apartment developer, for rental housing subsidies was also tied to a request for food, supplies, and facility cleaning. While rental housing subsidies is an eligible activity, staff and HUD believe it would be best to do additional outreach to service providers to identify if other non-profit organizations in the community that are able to provide rental housing vouchers that can be used community-wide, which would be much more beneficial for LMI community members. There will be an increased need for community-wide housing assistance in the form of vouchers and utility payments starting in August once the unemployment benefits are exhausted and delayed impacts of COVID-19.

In addition to the rental housing subsidies and homeless services, staff also believes there will be an increased need for food banks and senior services in the fall and winter. Therefore, we are recommending that some funds be reserved to help respond to delayed needs that may happen as a result of other funding being exhausted and possibly an increase in COVID-19 in the fall and winter.

Next Steps:

Staff will evaluate the remaining funding requests once we receive the additional information from organizations and HUD guidance on economic development expenditures. We will also wait until we have more information about all of the available grants and other funding resources for local businesses before making recommendations on the economic development requests.

With Council's blessing, staff would like to reach out to additional non-profit organizations that provide community-wide housing services to see if they have the ability to manage a community-wide rental housing assistance program for housing vouchers and utility payments.

Staff will bring forward any additional funding recommendations for City Council approval prior to proceeding with agreements. All requests that are brought forward will be vetted for eligibility, duplication of benefits, ability to meet reporting requirements, and falling into the category requiring very little oversight and follow up to ensure that the program doesn't become too administratively burdensome, as once the CDBG-CV funds are spent, we would not be able to afford to continue the 40-hour a week administration position with our normally allotted annual CDBG funds. This means that activities funded during this time, should be able to be completed within a one-year period, including all required reporting.

FINANCIAL ANALYSIS:

The City's CDBG-CV allocation amount is \$199,675. There is a 20% maximum that can be used for administration expenses. Based on Council direction and after more closely evaluating needed funds to cover wages and benefits for a 40-hour work week for the CDBG Specialist, and other administrative expense such as necessary training (including travel, if that is an option in 2020/2021), public hearing notices, sponsorship of Fair Housing Conference, staff was able to determine that the \$9,935 should be sufficient in combination with the PY2020 CDBG funds for Administration, which is \$67,885. That would allow for a total of \$77,820 for all the administrative costs from April 1, 2020 through March 31, 2021 for Ms. Nesbit to work 40 hours a week on CDBG and CDBG-CV, attend necessary trainings, and pay for typical CDBG administrative expenses. The fully loaded annual FTE wage and benefits for the CDBG Specialist would be \$74,754. Having \$77,820 in the administration budget would allow for \$3,066 to be used for training/travel to HUD trainings such as Basically CDBG and IDIS, the Northwest Association of Community Development Managers (NWACDM) annual conference, Fair Housing conference and sponsorship, membership to NWACDM, legal notices, and other administrative expenses. The \$9,935 amount would equate to 4.98% of the CDBG-CV budget. *(It should be noted that administration funds from the CDBG PY2021 would need to be reserved for HUD mandated Housing Needs Assessment and Affirmatively Furthering Fair Housing studies, because all of the administration funds would be tied up in the PY2020 and CDBG-CV funds.)*

The addition of **\$30,000** from Administration funds to the Community Opportunity Grant fund amount, would result in a total of **\$189,740** available to fund organizations serving LMI community members to prevent, prepare for, and respond to coronavirus.

The total dollar amount of the four requests, if the Boys & Girls Club request is approved, would be **\$49,686**. This would include the approved amounts of \$12,000 to Family Promise of North Idaho, \$3,686 to Lake City Center, and \$24,000 to St. Vincent de Paul, and the requested \$10,000 to the Boys & Girls Club for food pantry and staffing. There would be **\$140,054** remaining in the grant fund.

RECOMMENDATION:

Staff recommends funding the Boys & Girls Club in the amount of \$10,000 and waiting to fund the other requests until more information and guidance is available. Staff further recommends prioritizing rental housing subsidies (housing vouchers and utility assistance), and food (food banks and Meals on Wheels) in rating remaining requests.

Staff also recommends holding back a portion of the funds to provide assistance during the fall and winter when community members may be impacted the most, in the amount of \$80,000. We would propose to open up the Community Opportunity Grants again in mid-October. However, funding could be made available sooner if new urgent needs arise in response to COVID-19.

DECISION POINT:

The City Council should authorize staff to proceed with an agreement to fund the Boys & Girls Club in the amount of \$10,000 to assist with the food pantry and staffing needs in response to COVID-19.

Attachments:

- Eligible Projects to Receive CDBG-CV Funds in Response To COVID-19
- Boys & Girls Club Funding Request for Community Food Pantry: \$10,000
- Updated Amended 2019 AAP Budget to include \$199,675 (CDBG-CV) with Increased Grant Funding & Decreased General Administration Funding

ATTACHMENT 1 – ELIGIBLE PROJECTS TO RECEIVE CDBG-CV FUNDS IN RESPONSE TO COVID-19

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

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

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

- Grants or revolving loan funds for small and medium enterprises
- Supporting community non-profits performing essential services
- Workforce development and training services for displaced workers
- Retrofitting community facilities for medical or quarantine uses
- Supporting food and other essential supply deliveries to elderly or other vulnerable populations
- Supporting various interrupted or at-risk core governmental functions (***see note below***)
- All other CDBG eligible activities that are exacerbated by COVID-19 (e.g., homeless shelters)
- Reimbursement costs to prevent, prepare for, and respond to coronavirus incurred by a State or locality, regardless of the date on which such costs were incurred, when those costs comply with CDBG requirements.

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

ATTACHMENT 2: BOYS & GIRLS CLUB FUNDING REQUEST for \$10,000 for CDA FOOD PANTRY

We currently need funding to support us in keeping our staff employed as well as fund our food pantry for the community. Staff- We have 47 staff members who have tried to keep on our payroll as most of them only work part time and would not qualify for unemployment benefits.

The majority of our staff live below the poverty line and do the work of the community because it touches their heart and they want to make an impact on the next generation of youth. We have been able to justify them working, doing safety and programming training as well as programming for our hopeful summer session. To lay them off would do us a disservice as we hope to open the minute it is safe so our Club families can all get back to work. If we had re-hire staff members, we couldn't serve our 3,000 Club members and families until at least two weeks after the return to work date started.

Food Pantry- We are operating a food pantry in our Coeur d'Alene location that is open to the public 5 days a week. We are running very low on food and can't afford to fund the pantry when our spring fundraising season has been cancelled. We want to provide families with one less burden during the current crisis. We could use grant money to fund this so that community families have healthy meals provided for them to lessen the stress at home.

Both of these needs would normally be funded by our spring fundraiser which was cancelled due to COVID-19. The cost for us to pay our staff is an average of \$58,000 a month for both Post Falls and Coeur d'Alene locations. We do understand that you cannot provide us with that total but would appreciate any grant funds see fit.

We hope for \$8K - 10K to help with the above causes. We are not federally funded and rely entirely upon donations and grants to support all that we do in the community.

Timeline/ Readiness We will use the funds as soon as we receive them. Our food pantry is low on food and our payroll is every two weeks.

Additional information about the CDA Food Pantry-

The CDA food pantry is open 3-5pm every day or by appointment as we understand those hours don't work for everyone in need. We worked with Eat Smart Idaho to get it organized, labeled by the food group as well as making recipes with items we had to help families make complete meals. They have also helped us secure the commercial refrigerator from the DairyMen of Idaho. We do get a small delivery of items to stock the pantry from Second Harvest once a month. The items vary between crackers, fruit, and bread. It is not enough to feed families especially during this time. We have also just partnered with Coeur Group to help provide items such as socks, underwear, and school supplies.

Families come to the side of the building where the Food Pantry door is and are welcomed by our staff. The staff help them sign-in on our recording sheet, ask what items they need and gather the items for them. Before COVID-19 they would be able to shop for their own items, but now we are trying to keep the number of people in the building limited. They can pick two items from each food group, more if we have them or if they have a large family. Then items are put in bags and handed to the families.

For stocking the pantry- To be fully stocked it would be about \$1,000 for one and a half weeks. We currently see anywhere between 5-15 families a day with ages ranging from infants to 88 years old with up to 10 people in the household. We really try to provide items that are hard to get or are expensive while staying with our mission of teaching healthy habits. These items would include, milk, butter, eggs, yogurt, protein and fresh fruit and veggies. We do provide canned items as well as bread, crackers, etc. We try to provide items that kids could make lunches out of if they are left home alone when parents are working or not around. We also have canned items to store for longer periods of time. Items we do not provide due to cost would be formula and diapers/wipes.

We do provide basic toiletry items such as soap, toothpaste/toothbrushes, deodorant as we can find them on a sale or receive grant money to do so to help keep personal hygiene going and make kids feel like they have access to items that help them feel good about themselves.

Staffing Cost to run the pantry-

Our staff cost to run the pantry is about \$165 a week. We really try to keep all costs low to be able to support the pantry with food and supplies.

ATTACHMENT 3 – UPDATED AMENDED 2019 AAP BUDGET TO INCLUDE \$199,675 (CDBG-CV) WITH INCREASED GRANT FUNDING & DECREASED GENERAL ADMINISTRATION FUNDING

	A	B	C	D	E	F	G
1			2019 CDBG Allocation		FY20 CDBG-CV Allocation		TOTAL CDBG FUNDS
2			\$ 329,815.00		\$ 199,675.00		\$ 529,490.00
3							
4	General Admin.	20% Cap	\$ 63,695.00		\$ 9,935.00		\$ 73,630.00
5							
6	Lake City Center Grant		\$ 5,000.00				\$ 5,000.00
7							
8							
9	Sidewalk Accessibility		\$ 14,600.00				\$ 14,600.00
10							
11	Community Opportunity Grants		\$ 196,520.00		\$ 189,740.00		\$ 386,260.00
12							
13	EMRAP		\$ 50,000.00				\$ 50,000.00
14							

* Funding agreements are being drafted for St. Vincent de Paul (\$24,000), Family Promise of North Idaho (not to exceed \$12,600), and Lake City Center (\$3,686) based on the City Council decision on April 21, 2020. Staff is recommending awarding \$10,000 to the Boys & Girls Club.

* The additional funding requests are being evaluated for eligibility and information is being requested and reviewed. Staff is also awaiting further guidance from HUD.

CDBG-CV UPDATE AND FUNDING RECOMMENDATIONS FOR COVID-19 RESPONSE



City Council Meeting – May 19, 2020

Hilary Anderson, Community Planning Director
& Chelsea Nesbit, CDBG Specialist

1

DECISION POINT

Should City Council authorize staff to proceed with an agreement to fund the Boys & Girls Club in the amount of \$10,000 to assist with the food pantry and staffing needs with CDBG-CV funds in response to COVID-19?

2

CDBG-CV FUNDS

- The CARES Act made available \$5 billion in CDBG coronavirus response (CDBG-CV) funds to prevent, prepare for, and respond to coronavirus.
- The City of Coeur d’Alene was notified on April 2, 2020 that we will be receiving **\$199,675** in FY20 CDBG-CV funding. The funds were accepted by the City Council at the May 5, 2020 meeting.
- CDBG-CV funds are for urgent needs and to serve low-mod income individuals.
- Specific activities are eligible for COVID-19 relief per CARE Act and HUD.
- HUD allows 2 years to spend the funds.

3

UPDATED BUDGET PER COUNCIL DIRECTION WITH PY2019 CDBG & CDBG-CV FUNDS

	A	B	C	D	E	F	G
1			2019 CDBG Allocation		FY20 CDBG-CV Allocation		TOTAL CDBG FUNDS
2			\$ 329,815.00		\$ 199,675.00		\$ 529,490.00
3							
4	General Admin.	20% Cap	\$ 63,695.00		\$ 9,935.00		\$ 73,630.00
5							
6	Lake City Center		\$ 5,000.00				\$ 5,000.00
7	Grant						
8							
9	Sidewalk		\$ 14,600.00				\$ 14,600.00
10	Accessibility						
11	Community		\$ 196,520.00		\$ 189,740.00		\$ 386,260.00
12	Opportunity						
13	Grants						
14	EMRAP		\$ 50,000.00				\$ 50,000.00

* Per Council direction, \$30,000 was moved from the General Administration budget to the Community Opportunity Grants budget

4

UPDATED CDBG-CV FUNDING BREAKDOWN

\$199,675

4.98% Administration (20% = maximum)

>95% Community Opportunity Grants

- Approved subrecipient funding: St. Vincent de Paul (\$24,000), Family Promise of North Idaho (not to exceed \$12,600), and Lake City Center (\$3,686)
- Staff is recommending \$10,000 for Boys & Girls Club for their food pantry & staffing costs to respond to COVID-19.
- If awarded, **\$140,054** would remain in grant fund.

FY20 CDBG-CV Allocation	
\$	199,675.00
\$	9,935.00
\$	189,740.00

5

FUNDING REQUESTS: 11 TOTALING \$230,470

- **Homeless Programs: 2 (Funded: CDBG-CV)**
 - Homeless Shelter: 1
 - Housing Homeless Families for 90-day stays: 1
- **Senior Services: 1 (Funded: CDBG-CV)**
- **Substance Abuse Services – PPEs: 1 (possibly funded through CDA COVID-19 Relief Fund)**
- **Food Bank Assistance/Staffing for Youth: 1 (Recommended for Funding 5/19/20)**
- **Food Bank & Other Public Services (Equipment/Supplies): 1 (seeking additional information)**
- **Health Services – Laboratory: 1 (awaiting HUD guidelines)**
- **Economic Development: 3 (awaiting HUD guidelines)**
 - Manufacturing PPEs: 2
 - Small Business Technical Assistance: 1
- **Rental Housing Subsidies & Other Public Services: 1 (seeking additional information)**

6

FUNDING AGREEMENTS

\$49,686 (IF BGC IS AWARDED)

AWARDED:

- **Homeless Programs: (Funded: CDBG-CV)**
 - **St. Vincent: Homeless Shelter (Emergency & Hard Shelter): \$24,000**
 - **Family Promise of NI: Housing Homeless Families for 90-day stays: \$12,000**
- **Senior Services: (Funded: CDBG-CV)**
 - **Lake City Center: Meals on Wheels: \$3,868**

RECOMMENDED:

- **Food Bank Assistance/Staffing for Youth: (Funding Recommended)**
 - **Boys & Girls Club: CDA Food Pantry and Staffing: \$10,000**

7

ELIGIBILITY & MONITORING

- Evaluating for HUD and CDBG-CV eligibility, including LMI benefit
- Reviewing and requesting additional information to determine if there is a duplication of benefits
- Reviewing for time required for staff to monitor (report and close out)
- Evaluating other funding opportunities for economic development (job creation/retention)
- Awaiting written guidance from HUD on economic development activities

8

NEXT STEPS

- Evaluate remaining funding requests.
- Reach out to other non-profit organizations that provide community-wide housing services regarding ability to manage a community-wide rental housing assistance program for housing vouchers and utility payments.
- Staff will bring forward additional funding recommendations to City Council for approval.

9

RECOMMENDATION

- Staff recommends funding the Boys & Girls Club in the amount of \$10,000 and waiting to fund the other requests until more information and guidance is available.
- Staff also recommends holding back \$80,000 to respond to anticipated needs in the fall and winter, and to reopen the grant in mid-October.

10

DECISION POINT

The City Council should authorize staff to proceed with an agreement to fund the Boys & Girls Club in the amount of \$10,000 to assist with the food pantry and staffing needs in response to COVID-19.

11

QUESTIONS??



12

CITY COUNCIL STAFF REPORT

DATE: May 19, 2020

FROM: Tami Stroud, Associate Planner

SUBJECT: Proposed Code Amendments to the Design Review Procedures (Chapter 17.09, Article IV)) and Design Review Commission (Chapter 2.98)

DECISION POINT:

Staff is requesting approval from the City Council for the proposed code amendments to Chapter 17.09 Article IV Design Review Procedures and Chapter 2.98 Design Review Commission.

PLANNING COMMISSION:

At their regular monthly meeting on March 10, 2020, the Planning Commission unanimously recommended approval for the proposed code amendments to the Design Review Procedures and Design Review Commission.

BACKGROUND:

The Design Review Commission (DRC) Procedures have been in need of an update for several years. The Planning Department, Administration, and the Design Review Commission discussed the required DRC requirements as it relates to projects within the City and how the process could be improved and streamlined. On June 6, 2017 the City Council adopted a Work Plan for the Planning Department that included modifying the Design Review Commission Procedures. Following the direction from City Council to better streamline the process, staff asked the Design Review Commission to participate in a survey providing feedback to staff with suggestions to help streamline the process and better serve the development community. Staff also held several workshops with the DRC and discussed the proposed amendments. The DRC provided comments and feedback through the survey which assisted staff in developing an informal process to test out the procedural streamlining for several DRC requests with support from Administration and Legal. The streamlining has had positive results for staff, the development community, and commission members. Based on successful feedback from developers and the commission, staff is bringing forward the proposed amendments, which we believe will formally expedite and simplify the process for all parties.

PURPOSE:

The purpose of the proposed DRC Procedure amendments will do several things: Remove the 1st meeting with the DRC and replace it with a meeting with staff and the applicant, identify projects that should be reviewed administratively, and provide clarification for the developer for timelines and required submittal items. By eliminating the preliminary meeting with the DRC, it saves time and money for applicant, reduces staff time spent on additional commission meetings and staff reports, and makes better use of the commission's time. There are also some minor "housekeeping" items included in the proposed amendment. Addressing the code amendments will streamline the process for staff and developers, and also saves valuable time of the volunteer commissioners. The proposed amendments to Chapter 2.98 Design Review Commission remove the standing alternates, clarify quorum, specify the DRC meeting date, and clarify public notices and comments on proposed projects.

DECISION POINT/RECOMMENDATION:

Staff and the Planning Commission recommend to City Council that the proposed code amendments regarding the proposed Design Review Procedures and Design Review Commission be adopted.

Attachments:

- Proposed Design Review Procedures Amendments at a Glance
- Draft Ordinance: Proposed Amendments to the Design Review Procedures (Chapter 17.09, Article IV) and Design Review Commission (Chapter 2.98)

Proposed Design Review Procedures Amendments at a Glance:

- Amendments to Chapter 17.09 Article IV. Design Review Procedures to expedite the process and make more reviews administrative
- Clarify which projects within the DC, Infill Districts and C-17/C-17L, R-34 and R-17 zones who meet the threshold need to be reviewed by the DRC.
- Expansion/additions “facing” a street with or without street frontage:
 - Any side of a structure, with the exception of the alley side, that can be viewed from the right-of-way must be approved by the DRC unless waived by the Planning Director.
 - Require that at least 2 of the criteria be met and demonstrated for expansions.
 - Remove 1st meeting with the Design Review Commission (DRC) and replace with meeting with staff.
 - Identify projects that should be reviewed administratively.
- Application And Submittal:
 - Application Deadline Consistent with Planning Commission Deadlines. The proposed code amendment specifies the first working day of the month as the deadline to schedule the DRC meeting the following month and specifies the date for resubmittal for subsequent meeting(s) to allow adequate time for processing and review by DRC.
- Initial meeting with Planning Staff:
 - Verification and approval of Floor Area Ratio (FAR) bonuses and proposed parking for the project is required following a Project Review meeting and prior to the first DRC meeting.
 - Material Submittal Requirements: Additional items have been added (see proposed code language).
- First Meeting with the DRC and optional Second Meeting:
 - Clarifies the Material Submittal Requirements.
 - For the first meeting, the applicant will need to clearly include in the written narrative how their project meets all design guidelines (or if any departures are requested).
 - All required materials for subsequent meetings must be submitted no later than 15 days prior to the schedule meeting date.
 - The DRC shall determine whether the review of a project would benefit from a Second Meeting.
 - If an additional meeting is required, the applicant shall respond in writing how the resubmittal responds to commission feedback and the DRC motion, including images.
- Amendments to Chapter 2.98 Design Review Commission:
 - Membership, Terms; Vacancies
 - Removed “standing alternates.”
 - Modification to the Quorum And Meetings
 - Meetings to be held on the fourth Thursdays of each month at noon, unless otherwise directed by the Commission or Director.
 - Clarification of Public Notice and Comment On Proposed Projects
 - Maximum of 3 Minutes for Public Comments.

If you have any questions, please contact Tami Stroud, Planner at tstroud@cdaid.org or by calling (208) 666-5740.

City Council Meeting



MAY 19, 2020

1

Decision Point:

The City Council is being asked to approve the proposed amendments to Chapter 17.09 Article IV. Design Review Procedures to expedite the process and make more reviews administrative, as attached.

2

Proposed Design Review Procedures Amendments at a Glance:

- Amendments to Chapter 17.09 Article IV. Design Review Procedures to expedite the process and make more reviews administrative
- Clarify which projects within the DC, Infill Districts and C-17/C-17L, R-34 and R-17 zones who meet the threshold need to be reviewed by the DRC.
- Expansion/additions “facing” a street with or without street frontage:
- Any side of a structure, with the exception of the alley side, that can be viewed from the right-of-way must be approved by the DRC unless waived by the Planning Director.
- Require that at least 2 of the criteria be met and demonstrated for expansions.
 - Remove 1st meeting with the Design Review Commission (DRC) and replace with meeting with staff.
 - Identify projects that should be reviewed administratively.
- Application And Submittal:
- Application Deadline Consistent with Planning Commission Deadlines. The proposed code amendment specifies the first working day of the month as the deadline to schedule the DRC meeting the following month and specifies the date for resubmittal for subsequent meeting(s) to allow adequate time for processing and review by DRC.

3

Proposed Design Review Procedures Amendments at a Glance: *(continued)*

- Initial meeting with Planning Staff:
- Verification and approval of Floor Area Ratio (FAR) bonuses and proposed parking for the project is required following a Project Review meeting and prior to the first DRC meeting.
- Material Submittal Requirements: Additional items have been added (see proposed code language).
- First Meeting with the DRC and optional Second Meeting:
- Clarifies the Material Submittal Requirements.
- For the first meeting, the applicant will need to clearly include in the written narrative how their project meets all design guidelines (or if any departures are requested).
- All required materials for subsequent meetings must be submitted no later than 15 days prior to the schedule meeting date.
- The DRC shall determine whether the review of a project would benefit from a Second Meeting.
- If an additional meeting is required, the applicant shall respond in writing how the resubmittal responds to commission feedback and the DRC motion, including images.

4

Proposed Design Review Procedures Amendments at a Glance: *(continued)*

- Amendments to Chapter 2.98 Design Review Commission:
 - Membership, Terms; Vacancies
 - Removed “standing alternates.”
 - Modification to the Quorum And Meetings
 - Meetings to be held on the fourth Thursdays of each month at noon, unless otherwise directed by the Commission or Director.
 - Clarification of Public Notice and Comment On Proposed Projects
 - Maximum of 3 Minutes for Public Comments.

If you have any questions, please contact Tami Stroud, Planner at tstroud@cdaid.org or by calling (208) 666-5740.

5

Decision Point Recommendations:

The City Council is being asked to approve the proposed amendments to Chapter 17.09 Article IV. Design Review Procedures to expedite the process and make more reviews administrative, as attached.

6

ORDINANCE NO. ____
COUNCIL BILL NO. 20-1006

AN ORDINANCE AMENDING SECTIONS 2.98.020 AND 2.98.050 OF THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, TO CLARIFY THE PROCESS FOR APPOINTING AND REMOVING MEMBERS OF THE DESIGN REVIEW COMMISSION, ELIMINATING ALTERNATE MEMBERS, AMENDING THE COMPOSITION OF THE COMMISSION, AND DELETING CERTAIN PROCEDURES; REPEALING CHAPTER 17.09, ARTICLE IV, MUNICIPAL CODE, ENTITLED "DESIGN REVIEW PROCEDURES;" ADDING A NEW CHAPTER 17.09, ARTICLE IV, MUNICIPAL CODE, ENTITLED "DESIGN REVIEW PROCEDURES," ESTABLISHING PROCEDURES FOR THE DESIGN REVIEW COMMISSION; PROVIDING FOR THE REPEAL OF 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 Coeur d'Alene Municipal Code section 2.98.020 is amended to read as follows:*

2.98.020: MEMBERSHIP; TERMS; VACANCIES; COMPENSATION:

A. The ~~d~~Design ~~r~~Review ~~e~~Commission of the City shall consist of seven (7) members. The members shall be appointed by the Mayor and confirmed by the ~~e~~City ~~e~~Council. The Commission membership shall be made up of:

1. ~~Two (2) members of the planning commission; At least one (1) member, and no more than two (2) members, of the Planning Commission;~~
2. ~~One person who resides within any of the districts under the purview of the design review commission.~~
3. One (1) resident of Coeur d'Alene;
- 3.4 ~~At least o~~One (1) registered architect licensed in the state of Idaho;
- 4.5. ~~At least o~~One (1) person licensed in building or site design (~~i.e., landscape architecture~~);

~~5.6.~~ At least ~~One~~ (1) person who is or has been employed in the a real estate or development industry professional.

6. At least one (1) person, and no more than two (2) persons who resides within any of the districts under the purview of the Design Review Commission;

~~In addition, there shall be at least two (2) “standing alternates,” possessing any of the attributes above, who are available in the event that one of the regular members is absent or is recused from the review process due to a conflict of interest.~~

B. The term of office for each member shall be for four (4) years. ~~or until his successor is appointed and qualified. A member’s term may extend past the expiration of that term until his or her successor is appointed and takes office.~~ The terms shall be staggered so that no more than three (3) terms shall expire on May 1, every two (2) years.

~~B, C.~~ Vacancies occurring otherwise than through the expiration of terms shall be filled by the ~~m~~Mayor and confirmed by the ~~e~~City ~~e~~Council ~~and members may, in like manner, be removed.~~

D. A member may be removed prior to the expiration of his or her term upon recommendation by the Mayor, confirmed by the City Council.

~~E.~~ Members of the ~~e~~Commission shall be selected without respect to political affiliations and shall serve without compensation.

SECTION 2. *That Coeur d'Alene Municipal Code section 2.98.050 is amended to read as follows:*

2.98.050: QUORUM AND MEETINGS:

A. Quorum Requirement: A quorum of four (4) members, ~~which may include one or more of the “standing alternates”;~~ is required to render any decision.

B. Meeting Schedule: The ~~e~~Commission shall meet on the fourth Thursday at noon unless otherwise directed by the Commission or Director and duly noticed for another date or time. have a standing meeting twice a month, but. ~~a~~Any meetings may be canceled if there is no ~~subject~~ matter to discuss.

C. Conduct Of Meetings: For any given project in any given meeting, the ~~e~~Commission shall strive to maintain meetings that are expeditious and orderly, with an objective of conducting its review of any individual project within ninety (90) minutes, including ~~both~~ presentation by both the applicant and public comment. ~~The char of the commission is empowered to keep the meeting progressing expeditiously, including cutting off debate, determining appropriate comments by either the applicant or the public, and ensuring that all direction from the commission is arrived at collectively, rather than from individual members.~~

SECTION 3. *That Chapter 17.09, Article IV, Coeur d'Alene Municipal Code, entitled "Design Review Procedures," is repealed.*

SECTION 4. *That a new Chapter 17.09, Article IV, Coeur d'Alene Municipal Code, entitled "Design Review Procedures," is adopted as follows:*

17.09.305: TITLE AND PURPOSE:

This Article shall be known as the DESIGN REVIEW PROCEDURES. The purpose of this Article is to prescribe the procedures for Design Review Commission review of all projects, including requests for design departures, falling within its authority.

17.09.310: DEFINITIONS:

For purposes of this Article, the following definitions shall apply.

- A. Commission - the Design Review Commission.
- B. Council - the City Council of the City of Coeur d'Alene.
- C. Director - the Community Planning Director and, unless otherwise indicated, his or her designee.

17.09.315: PUBLIC NOTICE AND COMMENT ON PROPOSED PROJECTS:

- A. Public Notice: Not less than fifteen (15) days prior to the date of the Initial Meeting, notice shall be published once in the official newspaper of the City and mailed, first class postage prepaid, to the owners of property within three hundred feet (300') of the external boundaries of the property which is the site of the project ("subject property"). Notice shall also be posted on the subject property not less than one week prior to the meeting. Notice of the Initial Meeting before the Commission shall contain:
 - 1. the legal description and street address of the subject property;
 - 2. a summary of the proposed project;
 - 3. the date, time, and place of the meeting; and
 - 4. any other information deemed necessary by the Director.

Notice of all subsequent meetings shall be posted on the subject property not less than one week prior to the meeting. No notice by publication is required for subsequent meetings.

Notices and decisions regarding the project, including those related to an appeal, shall be mailed to all persons requesting notice in a writing filed with the Director.

- B. Public Comment: Meetings of the Commission shall include a period of time for public comment on proposed projects. Each person who wishes to comment shall be allowed a maximum of three (3) minutes. Any public comment on a proposed project shall only be on matters related to the adopted design standards and guidelines. No comment shall be taken on matters which cannot be modified by the Commission, including, but not limited to, basic zoning requirements, FAR, building height, density, or use. The chair of the Commission is empowered to conduct the meeting in an orderly manner, including reasonably limiting debate, determining whether comments by either the applicant or the public are appropriate or within the purview of the Commission, and ensuring that any decision of the Commission is arrived at collectively.

17.09.320: DEVELOPMENT PROJECTS REQUIRING COMMISSION REVIEW:

- A. Projects Subject to Commission Review: Commission review is required as follows:

	District	New Construction	Street Facade Alterations ¹	Exterior Expansion
Areas where design guidelines and standards exist with trigger points for DRC review	DC district downtown core	All exterior projects south of midblock Lakeside/Coeur d'Alene	All ²	All ²
	Infill overlay * DO-N * DO-E * MO	Any project over 2 stories and/or 4 dwelling units	No	No
	C-17 and C-17L districts	Any project larger than 50,000 square feet or located on a site 5 acres or larger or with more than 2 departures	Any project with more than 2 departures	No
	R-17	Multi-family Residential projects over 100 units (on a single lot or adjacent and abutting lots if part of the same project).	No	No
	R-34	Any project	No	No

Notes:

1. Painting, window and awning replacement, or other minor repairs are not required to go through design review where the Director determines that the repair does not constitute a substantial change to the facade or that the replacement windows or awnings are substantially similar to those being replaced. Placement of a new awning on an existing facade is subject to design review by the Director. The applicant for a new awning placement must submit the items referenced in § 17.09.325(E) to the Director for review.
 2. When an expansion/addition “faces” a street with or without street frontage:
 - a. Any side of a structure, with the exception of the alley side, that can be viewed from the right-of-way must be approved by the DRC unless waived by the Director.
 - b. Require that at least 2 of the criteria be met and demonstrated for expansions.
- B. Director's Determination of Commission Review: The Director is authorized to require Commission review of other projects subject to design regulations and standards in the DC, C-17, or C-17L districts, R-17, R-34 or the DO-N, DO-E, or MO overlay districts, where the location, size, layout, or design of the project creates unusual sensitivity or context issues.

17.09.325: APPLICATION AND SUBMITTAL:

- A. Purpose of Application Submittals: A development applicant shall participate in the design review process as required by this Article before substantive design decisions are fixed and difficult or expensive to alter. The City will work with the applicant in a collaborative fashion so that the goals of both the City and the applicant can be met to the greatest degree possible, and to address the concerns of neighbors and the community.
- In order for this process to work effectively, the applicant must be willing to consider options for the project’s basic form, orientation, massing, relationships to existing sites and structures, surrounding street and sidewalks, and appearance from a distance.
- B. Project Review: Each applicant shall comply with the Project Review Procedure set out in Chapter 17.09, Article VI, Municipal Code, prior to meeting with the Commission. Prior to a Project Review application submittal, all Floor Area Ratio (F.A.R.) development bonuses must be approved by the Community Planning Director, or his or her designee.
- C. Design Review: A complete application and applicable fee for design review under this Article shall be made on a form prescribed by, and filed with, the Director. The completed application must be filed not later than the first working day of the month ~~if~~ and the Initial Meeting with the Commission will be held on the fourth Thursday of ~~that~~ the following month, unless otherwise directed by the Commission or Director and duly noticed. The Director shall schedule the Initial Meeting before the Commission upon receipt of the completed application in accordance with this subsection.
- D. Initial Meeting with Planning Staff: Not later than fifteen (15) days before the Initial Meeting with staff, the applicant must submit the supplemental and updated information

required by this subsection to the Director. If all required items are not submitted two weeks prior to the scheduled meeting, the Director may postpone the Initial Meeting to a later date. Prior to the First Meeting, all Floor Area Ratio (F.A.R.) development bonuses must be approved by the Community Planning Director, or his or her designee. After the Initial Meeting, the Director shall schedule the Second Meeting with the Commission for a date not less than thirty (30) days after the Initial Meeting. In the Director's discretion, any meeting may be scheduled at an earlier or later date if it is in the best interests of the Commission, the applicant, or staff.

1. A complete application (including the applicable fee); and
2. A site map, showing property lines, rights of way, easements, topography, existing and proposed building footprints (if applicable), major landscaped areas, parking, access, sidewalks amenities and public areas; and
3. A context map, showing building footprints and uses of parcels within three hundred feet (300'); and
4. A written narrative including: A summary of the development plan including the areas for each use, number of floors, ~~etc.~~ total square footage and total acreage, and any information that will clarify the proposed project); and; a detailed description of how the project meets each applicable design guideline and design standards, including images/exhibits, and any design departures, and all revisions to the project made as a result of the initial meeting with staff. The narrative shall also include a description and photos detailing proximity to major roads, view corridors, and neighborhood context.
5. General parking information including the number of stalls, dimensions of the parking stalls, access point(s), circulation plan, any covered parking areas, bicycle parking (included enclosed bike storage areas), and whether the parking will be surface or structured parking; and
6. An ownership list prepared by a title insurance company, listing the owners of property within a three hundred foot (300') radius of the external boundaries of the subject property. The list shall include the last known name and address of such owners as shown on the latest adopted tax roll of the county; and
7. Photographs of nearby buildings that are visible from the site, from different vantage points with a key map; and
8. Views of the site, with a key map; and
9. A generalized massing, bulk and orientation study of the proposal; and
10. Elevations of the conceptual design for all sides of the proposal and an elevation along the block, showing massing of the proposal; and

11. An exhibit showing existing and proposed grade; and
 12. Project inspiration images.
 13. Sample of materials and colors, both physically and an electronic copy; and
 14. A PowerPoint presentation that includes a detailed description of how the project meets each finding and any design departures, and addressing all of the items required in the narrative.
- E. First Meeting with the DRC: Not later than the first working day of the month, the DRC Meeting, the applicant must submit the items required by this subsection to the Director. If all required items are not submitted in a timely manner, the Director may postpone the Meeting to a later date.
1. All items required for the first meeting with staff with any changes; and
 2. A narrative demonstrating all revisions to the project made as a result of the meeting with staff, and referencing the project's compliance with the applicable design guidelines, including images/exhibits, and design departures.
 3. A refined site plan with major landscaped areas, parking, access, circulation, sidewalks and public/private amenities; and
 4. Refined elevations; and
 5. Perspective sketches (but not finished renderings); and
 6. A conceptual model is strongly suggested (this can be a computer model).
- F. Optional Second Meeting with the DRC: At the time of the First Meeting with the DRC, the Commission shall determine whether the review of the project would benefit from a and additional DRC Meeting to review project changes in response to the first DRC Meeting or is necessary based on all the circumstances. If the Commission decides that a subsequent Meeting will be beneficial or necessary, the Director or his/her designee shall schedule such meeting in accordance is § 17.09.325(C). Not later than fifteen (15) days before the subsequent Meeting, the applicant must submit the items required by this subsection to the Director. If all required items are not submitted two weeks prior to the scheduled meeting, the Director may postpone the subsequent Meeting to a later date.
1. Refined site plan and elevations for all sides of the proposal; and
 2. Large scale drawings of entry, street level facade, site amenities; and
 3. Samples of materials and colors, electronic copy of materials and colors, and physical samples of the materials will need to be brought to the meeting; and

4. Finished perspective rendering(s) for all sides; and
5. Elevations; and
6. A narrative demonstrating all revisions to the project made as a result of the previous Meeting.

17.09.330: COMPLIANCE WITH STANDARDS AND GUIDELINES:

The applicant has the obligation to prove that the project complies with the adopted design standards and guidelines. The Commission may not substitute criteria of its own choosing for the adopted standards and guidelines nor base its decision on an individual commissioner's personal opinions about the project and its merits. The Commission shall apply the collective judgment of its members to determine how well a project comports with the adopted standards and guidelines, and it may impose reasonable fact-based conditions to ensure better or more effective compliance with those standards and guidelines. The Commission may also exercise discretion to reconcile the adopted standards and guidelines with site specific conditions in order to meet the intent of the Zoning Code. During the design review process, the Commission is authorized to give direction to an applicant to modify aspects of the project design for the purpose of assuring compliance with the standards and guidelines. At any meeting, the applicant shall be allowed up to fifteen (15) minutes to present to the Commission. Response to questions from commissioners shall not be counted against the fifteen (15) minutes. The chair of the Commission has the discretion to grant the applicant additional time to present.

17.09.335: FINAL DECISION BY THE COMMISSION:

- A. Record Of Decision: The Commission may grant or deny the application, or grant the application with such conditions as are, in its judgment, necessary to ensure conformity to the adopted standards and guidelines. The Commission shall make written findings to support its decision, specifically stating how the project conforms to the adopted design standards and guidelines or how it does not. A copy of the Commission's decision shall be mailed to the applicant and the Director shall make the commission's decision available for public inspection. The Commission has the power to table a decision to a later date and request an additional meeting.
- B. The final decision by the commission shall be provided to anyone seeking information or a building permit for said property.

17.09.340: APPEALS OF A DECISION OF THE DESIGN REVIEW COMMISSION:

- A. Perfecting Appeal: A final decision of the Commission may be appealed to the Council. The appeal shall be in the form of a written Notice of Appeal filed with the Director within ten (10) days after the decision has been mailed to the applicant. The appeal shall be accompanied by the appeal fee established by resolution of the Council. Upon receipt of an appeal, the Director shall notify the City Clerk, who shall set an appeal hearing before the City Council.

- B. Appeal on The Record: The Council's review of the decision of the Commission shall be based on the record developed before the Commission. No new evidence or materials shall be allowed by any party in the appeals proceedings.
- C. Hearing: Only the applicant, City staff, the appellant, and their representatives may participate in the appeals hearing. Although the hearing is open to the public, no general public testimony will be taken. Any participant in the appeal may provide comments and argument, based on the established record, concerning the decision of the Commission.
- D. Burden Of Proof: The appellant must establish by a preponderance of evidence that an error was made in the decision or that design standards or guidelines were ignored or incorrectly applied, and that the appellant was prejudiced thereby. Objections to the development, its height, intensity, parking, or traffic impacts are not grounds for redress on appeal because they are not design review criteria. Basic zoning standards and allowances embodied within the code shall be presumed to be correct and are not subject to the appeal. Factual findings by the Commission will be accepted by the Council if they are supported by substantial evidence.
- E. Council Action: The Council may affirm or reverse the Commission decision, or refer the project back to the Commission for further action or clarification. The Council shall issue its decision within fifteen (15) days of the appeal hearing. If the project is referred back to the Commission, the Commission shall hold a public meeting to consider the referral and shall render a report to the Council within forty (40) days of such referral. The City Council shall then reconvene the appeal hearing to consider the report and render a final decision as prescribed in this section.

17.09.345: ADHERENCE TO APPROVED PLANS:

- A. Adherence to and Modification of Approved Plan: The project must be developed in accordance with the terms of the Commission's approval. If the developer or applicant desires to modify the project with regard to the approved design related to adopted standards and guidelines, including the submission of an application for permit approval that does not incorporate all of the substantive elements of the approved design, the developer or applicant must submit a revised plan to the Director.
- B. Determination Of Compliance: The Director shall determine if the revised plan substantially complies with the approved design and conditions. If it does not, the Director shall determine at which point in the design review process the developer or applicant must commence in order to obtain Commission approval of the revised plan. The appropriate point in the design review process is that point at which the extent of the proposed modifications can be best addressed.
- C. Lapse Of Approval: Unless a different termination date is prescribed by the Commission, the design approval shall terminate one year from the date of mailing of the decision unless substantial development or actual commencement of authorized activities has occurred. The termination date may be extended by the Commission for up to one year, without

public notice, upon written request filed at any time before the approval has expired and upon a showing of undue hardship not caused by the developer or applicant.

- D. Denied Projects: In the event that a submitted design has been denied and the applicant seeks approval of a new design, the Director shall determine at which point in the design review process the developer or applicant must commence in order to obtain Commission approval of the new plan. The appropriate point in the design review process is that point at which the extent of the new plan can be best addressed.

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

SECTION 6. 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 7. 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 May 19, 2020

APPROVED, ADOPTED and SIGNED this 19th day of May, 2020.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Amending Municipal Code Section 2.98.020, and Amending Article IV, Chapter 17.09,
Entitled Design Review Procedures

AN ORDINANCE AMENDING SECTIONS 2.98.020 AND 2.98.050 OF THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, TO CLARIFY THE PROCESS FOR APPOINTING AND REMOVING MEMBERS OF THE DESIGN REVIEW COMMISSION, ELIMINATING ALTERNATE MEMBERS, AMENDING THE COMPOSITION OF THE COMMISSION, AND DELETING CERTAIN PROCEDURES; REPEALING CHAPTER 17.09, ARTICLE IV, MUNICIPAL CODE, ENTITLED "DESIGN REVIEW PROCEDURES;" ADDING A NEW CHAPTER 17.09, ARTICLE IV, MUNICIPAL CODE, ENTITLED "DESIGN REVIEW PROCEDURES," ESTABLISHING PROCEDURES FOR THE DESIGN REVIEW COMMISSION; PROVIDING FOR THE REPEAL OF 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.

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 Municipal Code Sections 2.98.020 and 2.98.050, Repealing Chapter 17.09, Article IV, and Adopting a new Chapter 17.09, Article IV, Entitled "Design Review Procedures," 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 19th day of May, 2020.

Randall R. Adams, Chief Civil Deputy City Attorney

**CITY COUNCIL
STAFF REPORT**

DATE: May 19, 2020
FROM: Tim Martin, Streets & Engineering Director
SUBJECT: EXTENSION AGREEMENT WITH DEERE CREDIT, INC.

DECISION POINT: Should Council authorize the Streets & Engineering Department to enter into the first of five (5) one-year contracts with Deere Credit, Inc., for a John Deere grader obtained from Pape Machinery?

HISTORY: For the 2014-15 budget year, Council gave the Streets Department authority to obtain a new grader. Based on that authority, the Streets Department carefully weighed its needs and sought competitive quotes from two local dealers, either of which would have satisfied the Department's needs. The Department decided to enter into a five-year lease agreement, with an option to purchase, for a John Deere grader, "piggy-backing" on a bid obtained by the Idaho Transportation Department. At this time, the original five-year lease agreement has expired and the Department would either have to exercise the option at a cost of \$156,700.00 or let the grader go back to the vendor. Pape Machinery recently approached the City with a proposal to cover the option by entering into five (5) one-year leases for the same grader, at the end of which the City would own the grader free and clear without any additional payment. This proposal was reviewed by the City Administrator and Mayor, who felt that this was a fair offer and a better alternative than paying the lump sum due under the original lease.

FINANCIAL ANALYSIS: The cost of the original lease, with an interest rate of 2.3%, was \$20,590.99 per year, leaving \$156,700.00 remaining at the end of five (5) years on the purchase price of the grader. The interest rate for the new lease agreements will be 1.95%, with the annual payments being \$33,132.52. At the end of the five (5) one-year terms, the City will own the grader free and clear. Currently, the Department has \$22,000.00 in its budget for the first one-year lease and would cover the additional \$11,000.00 of the first lease payment through savings from last winter.

PERFORMANCE ANALYSIS: The \$33,132.52 annual lease payment will not result in an increase in general fund expenditures. First, the Department rents three graders each winter to plow snow. The rental cost of each of those graders is \$5,050.00 per month, or \$15,150.00 per year, based on a projected rental of three months. With the lease of this grader, together with the addition of another piece of equipment in the Department, the Department would only be required to rent two graders for snow plowing in future seasons, resulting in a cost saving of \$15,150.00 per year. Thus, the net impact on the budget after realizing these savings would be \$17,132.52.

Second, among other rights-of-way, the Department maintains 28.5 miles of alleys. This grader would be used to grade these alleys during the summer which is a benefit to the City's sanitation program. Thus, the \$17,132.52 of the annual lease payment which is not covered by cost savings would be paid from the Sanitation Fund. The result is no net increase in general fund expenditures for the purposes of this lease agreement.

DECISION POINT/RECOMMENDATION: Council should authorize the Streets Department to enter into a one-year lease agreement for one (1) John Deere grader with Deere Credit, Inc., which will be the first of a series of five lease agreements for this equipment and which will result in the City owning the grader.



**JOHN DEERE
FINANCIAL**

Lease Schedule

Lease Schedule No.	030-0062804-006
Master Lease Agreement No.	0062804

Lessee: (Name & Address)	CITY OF COEUR D'ALENE 710 E MULLAN AVE., COEUR D ALENE, ID 83814-3958
Lessor:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

EQUIPMENT INFORMATION

Year	Make	Model	Equipment Description	Serial Number	Hour Meter	Cash Price
2014	JD	672GX DW	MOTOR GRADER	1DW672GPVEF665677	1	\$238,075.00

Equipment Location	710 E MULLAN AVE, COEUR D ALENE, ID, 83814	OUTSIDE city limits: <input checked="" type="checkbox"/>	KOOTENAI COUNTY
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LEASE TERM

Lease Term Start Date	Lease Term End Date	# Of Payments	Lease Payment	*Sales/Use Tax	Total Lease Payment
12/31/2014	01/31/2020	5	\$20,590.99	\$0.00	\$20,590.99
		1	156,700.00	\$0.00	\$156,700.00

*If part of the regular scheduled lease payment

PAYMENT TERMS

Due Date	1 st Payment Due Date	Billing Period	Advance Lease** Payment	\$20,590.99
31	12/31/2014	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input checked="" type="checkbox"/> Annual	**Advance Lease Payment includes the first 1 and last 0 Lease Payment(s)	

"Master Agreement" shall mean the above referenced Master Lease-Purchase Agreement. "Schedule" shall mean this Lease Schedule. "Lease" shall mean this Schedule and the Master Agreement. All of the terms and conditions set forth in the Master Agreement and any amendment, addendum, schedule or attachment thereto or hereto are hereby incorporated into and made a part of this Schedule.

Lease Payments. Remit the Lease Payments (and applicable sales, use and property taxes) on the dates noted above and all other amounts when due to: DEERE CREDIT, INC., P.O. Box 4450, Carol Stream, IL 60197-4450.

Purchase Option. You may purchase the Equipment at the end of the Lease Term for \$1, provided (1) you are not in default, and (2) we receive all amounts you owe us on or before the Lease Term End Date (the "Purchase Option"). Upon exercise of the Purchase Option, we will (a) transfer to you all of our right, title and interest in such item(s) of Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE, and (b) release our security interest in the Equipment.

Representations and Warranties. You represent and warrant to us, as of the date you signed this Schedule, that (1) the Equipment was selected by you; (2) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, you; (3) the safe operation and the proper servicing of the Equipment were explained to you; (4) you received the written warranty applicable to the Equipment and understand that your rights under the written warranty may be limited; (5) the Equipment is unconditionally and irrevocably accepted by you as being suitable for its intended use; (6) the Equipment is in good condition and repair (operating and otherwise); (7) the Equipment shall be used only for the purpose indicated herein; (8) all information provided to us by you is true and correct.

You acknowledge and agree that: (1) we did not select, manufacture or supply any of the Equipment; (2) we acquired the Equipment at your direction; (3) you selected the supplier of the Equipment; (4) you are entitled to all manufacturer warranties ("Warranty Rights") and we assign all Warranty Rights to you, to the extent assignable; (5) you may request an accurate and complete statement of the Warranty Rights, including any disclaimers and limitations, directly from the manufacturer; and (6) you assign to us all your rights (but none of your obligations) under all purchase orders, purchase agreements or similar documents relating to the Equipment. You waive all rights and remedies conferred upon a lessee under Sections 508 – 522 of Article 2A of the Uniform Commercial Code.

Miscellaneous. You agree that we can access any information regarding the location, maintenance, operation and condition of the Equipment, and you irrevocably authorize anyone in possession of such information to provide all of that information to us upon our request. You also agree to not disable or otherwise interfere with any information-gathering or transmission device within or attached to the Equipment. You permit us to monitor and record telephone conversations between you and us. By providing any telephone number, including a mobile phone number, to us, any of our affiliates or any debt collectors we retain, we, such affiliates and such retained debt collectors can contact you using that number, including calls using an automatic dialing and announcing device and prerecorded calls, and that such calls are not "unsolicited" under state or federal law. All of our rights under each Lease shall remain in effect after the expiration of the Lease Term or termination of the Schedule.

Lease Schedule

Lease Schedule No.	030-0062804-006
Master Lease Agreement No.	0062804

BY SIGNING THIS SCHEDULE, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS SCHEDULE AND THE MASTER AGREEMENT.

LESSEE

CITY OF COEUR D'ALENE
710 E MULLAN AVE
COEUR D ALENE, ID 83814-3958

LESSOR

DEERE CREDIT, INC.
6400 NW 86th ST, PO BOX 6600
JOHNSTON, IA 50131-6600

By:

→ 
STEVE WIDMYER, MAYOR

By: _____

Date:

→ 1/14/15

Date: _____

Payment Number:	Date:	Lease Payment:	Interest:	Principal:	Principal Balance:
32	07/31/2017	0.00	360.72	360.72-	188,561.90
33	08/31/2017	0.00	361.41	361.41-	188,923.31
34	09/30/2017	0.00	362.10	362.10-	189,285.41
35	10/31/2017	0.00	362.80	362.80-	189,648.21
36	11/30/2017	0.00	363.49	363.49-	190,011.70
37	12/31/2017	20,590.99	364.19	20,226.80	169,784.90
38	01/31/2018	0.00	325.42	325.42-	170,110.32
39	02/28/2018	0.00	326.04	326.04-	170,436.36
40	03/31/2018	0.00	326.67	326.67-	170,763.03
41	04/30/2018	0.00	327.30	327.30-	171,090.33
42	05/31/2018	0.00	327.92	327.92-	171,418.25
43	06/30/2018	0.00	328.55	328.55-	171,746.80
44	07/31/2018	0.00	329.18	329.18-	172,075.98
45	08/31/2018	0.00	329.81	329.81-	172,405.79
46	09/30/2018	0.00	330.44	330.44-	172,736.23
47	10/31/2018	0.00	331.08	331.08-	173,067.31
48	11/30/2018	0.00	331.71	331.71-	173,399.02
49	12/31/2018	20,590.99	332.35	20,258.64	153,140.38
50	01/31/2019	0.00	293.52	293.52-	153,433.90
51	02/28/2019	0.00	294.08	294.08-	153,727.98
52	03/31/2019	0.00	294.65	294.65-	154,022.63
53	04/30/2019	0.00	295.21	295.21-	154,317.84
54	05/31/2019	0.00	295.78	295.78-	154,613.62
55	06/30/2019	0.00	296.34	296.34-	154,909.96
56	07/31/2019	0.00	296.91	296.91-	155,206.87
57	08/31/2019	0.00	297.48	297.48-	155,504.35
58	09/30/2019	0.00	298.05	298.05-	155,802.40
59	10/31/2019	0.00	298.62	298.62-	156,101.02
60	11/30/2019	0.00	299.19	299.19-	156,400.21
61	12/31/2019	156,700.00	299.77	156,400.23	0.02-
62	01/31/2020	1.00	1.02	0.02-	0.00
Grand Totals		259,655.95	21,580.95	238,075.00	

CITY OF COEUR D'ALENE
 710 E MULLAN AVE,
 COEUR D ALENE, ID 83814-3958

LEE

By:

STEVE WIDMYER, MAYOR

Date:

[Signature]
 1/14/15

DEERE CREDIT, INC.

6400 N.W. 86th STREET, PO BOX 6600
 JOHNSTON, IA 50131-6600

LESSOR

By:

Date:



JOHN DEERE
FINANCIAL

Physical Damage/Liability Insurance

Lease Schedule No.	030-0062804-006
Master Lease Agreement No.	0062804

Lessee: (Name & Address)	CITY OF COEUR D'ALENE 710 E MULLAN AVE., , COEUR D ALENE, ID 83814-3958
Lessor:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

LIABILITY INSURANCE on the above referenced Lease Schedule (the "Schedule") to the above referenced Master Lease Agreement will be provided by the following insurance agency:

Name of Agency:	Phone Number of Agency:
Mailing Address of Agency	Fax Number of Agency

PHYSICAL DAMAGE INSURANCE on the Schedule will be provided by the following agency:

Name of Agency:	Phone Number of Agency:
Mailing Address of Agency	Fax Number of Agency

If an insurance certificate is available, it should be provided in place of the above information

ADDITIONAL INSURED and LOSS PAYEE:

Deere Credit, Inc.
Its Successors &/or Assigns
6400 NW 86th St
Johnston, IA 50131

The undersigned agrees and understands that, pursuant to the provisions of Section 6 of the Master Lease Agreement, the undersigned must at all times (1) maintain public liability insurance, covering personal injury and property damage for not less than \$1,000,000 per occurrence, naming us (and our successors and assigns) as additional insured; and (2) keep the Equipment insured against all risks of physical damage for no less than its Principal Balance (as such term is defined in Section 7 of the Master Lease Agreement), naming us (and our successors and assigns) as sole loss payee.

ESSEE	CITY OF COEUR D'ALENE 710 E MULLAN AVE COEUR D ALENE, ID 83814-3958
Date:	1/14/15

Office Use Only

Contact Date(s):	Contact Name:
Liability Insurance Company Policy #:	Liability Insurance Expiration Date
Liability Limits:	Notes:
Physical Damage Insurance Company and Policy #	Physical Damage Insurance Expiration Date
Insured Value:	Notes:
Loss Payee Deere Credit, Inc.? <input type="checkbox"/> Yes <input type="checkbox"/> Will Be Added	Verified By:

RESOLUTION NO. 20-031

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING LEASE REFINANCE AGREEMENT WITH DEERE CREDIT, INC., FOR A JOHN DEERE GRADER FOR THE STREETS AND ENGINEERING DEPARTMENT, AND WASTEWATER DEPARTMENT.

WHEREAS, it is recommended that the City of Coeur d'Alene enter into a Lease Refinance Agreement with Deere Credit, Inc., for a John Deere grader, pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into Lease Refinance Agreement with Deere Credit, Inc., for a John Deere grader, in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 19th day of May, 2020.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

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



LEASE REFINANCE
AGREEMENT

Lease Agreement Application ID/
Account/Lease Schedule Number
030-0062804-007

LESSEE'S NAME AND PHYSICAL ADDRESS
CITY OF COEUR D'ALENE
 710 E MULLAN AVE, COEUR D ALENE, ID 83814-3958

NAME AND TITLE OF SIGNING OFFICER
STEVE WIDMYER, MAYOR

CO-LESSEE'S NAME AND PHYSICAL ADDRESS

LESSOR'S NAME AND ADDRESS
DEERE CREDIT, INC.
 6400 NW 86TH ST, PO BOX 6600, JOHNSTON, IA 50131-6600

THIS LEASE REFINANCE AGREEMENT ("Agreement"), dated as of 5/12/2020 (the "Effective Date"), amends that certain Lease Agreement No. \ Lease Schedule No.00-0062804-006, dated as of 12/31/2014 (the "Lease"), entered into by and between Deere Credit, Inc. ("Lessor") and **CITY OF COEUR D'ALENE** ("Lessee").

Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Lease, as the case may be.

LEASE PAYMENTS				
(a) <u>Revised Lease Payment Terms.</u> The lease payment terms are hereby revised as follows: LEASE TERM START DATE: 12/31/2014 LEASE TERM END DATE: 06/30/2025				
Please also note that the following amounts will be billed with your next lease payment: Refinance fee: \$200.00 Late Fees: \$ 0.00				
The first Payment Due Date is 12/31/2014 and each successive Payment is due on the same day				
<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annually <input checked="" type="checkbox"/> Annually thereafter, (the "Billing Period"), unless otherwise provided below				
NUMBER OF PAYMENTS	LEASE PAYMENT	SALES/USE TAX	TOTAL LEASE PAYMENT	DUE DATE
5	\$ 20,590.99	\$0.00	\$20,590.99	12/31/2014
5	\$33,881.11	\$0.00	\$33,881.11	6/20/2020
Total Purchase Option Price			\$1.00	

REAFFIRMATION OF LEASE OBLIGATIONS. LESSEE HEREBY REAFFIRMS ALL OF THE PAYMENT AND PERFORMANCE OBLIGATIONS CONTAINED IN THE LEASE AND ALL OF THE TERMS, COVENANTS AND CONDITIONS THEREOF, AS AMENDED BY THIS AGREEMENT.

Except as specifically amended herein, all other provisions of the Lease, and the obligations of the parties pursuant thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Lease Refinance Agreement to be executed by their duly authorized representatives as of the Effective Date first written above.

CITY OF COEUR D'ALENE

_____ By: _____
(Date Signed) **STEVE WIDMYER, MAYOR**

Accepted By: **Deere Credit, Inc. (Lessor)**
6400 NW 86th Street, Johnston, IA 50131-6600

_____ By: _____
(Date Signed) (Authorized Signature)



Lease Schedule No.	030-0062804-007
Master Lease Agreement No.	0062804

Lessee: (Name & Address)	CITY OF COEUR D'ALENE 710 E MULLAN AVE, , COEUR D ALENE, ID 83814-3958
------------------------------------	--

Lessor:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600
----------------	--

LIABILITY INSURANCE on the above referenced Lease Schedule (the "Schedule") to the above referenced Master Lease Agreement will be provided by the following insurance agency:

Name of Agency PANHANDLE INSURANCE:	Phone Number of Agency: 208-664-9223
Mailing Address of Agency 1410 LINCOLN WY #300, COUER D'ALENE, ID 83814	Fax Number of Agency

PHYSICAL DAMAGE INSURANCE on the Schedule will be provided by the following agency:

Name of Agency: PANHANDLE INSURANCE	Phone Number of Agency: 208-664-9223
Mailing Address of Agency 1410 LINCOLN WY #300, COUER D'ALENE, ID 83814	Fax Number of Agency

If an insurance certificate is available, it should be provided in place of the above information

ADDITIONAL INSURED and LOSS PAYEE:

Deere Credit, Inc.
Its Successors &/or Assigns
6400 NW 86th St
Johnston, IA 50131

The undersigned agrees and understands that, pursuant to the provisions of Section 6 of the Master Lease Agreement. The undersigned must at all times (1) maintain public liability insurance, covering personal injury and property damage for not less than \$1,000,000 per occurrence, naming us (and our successors and assigns) as additional insured; and (2) keep the Equipment insured against all risks of physical damage for no less than its Net Book Value (as such term is defined in Section 7 of the Master Lease Agreement), naming us (and our successors and assigns) as sole loss payee.

LESSEE	CITY OF COEUR D'ALENE 710 E MULLAN AVE COEUR D ALENE, ID 83814-3958
By: _____ STEVE WIDMYER, MAYOR	
Date: _____	

Office Use Only

Contact Date(s):	Contact Name:
Liability Insurance Company Policy #:	Liability Insurance Expiration Date
Liability Limits:	Notes:
Physical Damage Insurance Company and Policy #	Physical Damage Insurance Expiration Date
Insured Value:	Notes:
Loss Payee Deere Credit, Inc.? <input type="checkbox"/> Yes <input type="checkbox"/> Will Be Added	Verified By:

Idaho State Tax Commission
SALES TAX RESALE OR EXEMPTION CERTIFICATE

Seller's Name Deere Credit, Inc.			Buyer's Name CITY OF COEUR D'ALENE		
Address 6400 NW 86th Street, P.O. Box 6600			Address 710 E MULLAN AVE		
City Johnston	State IA	Zip Code 50131-6600	City COEUR D ALENE	State ID	Zip Code 83814-3958

1. Buying for Resale. I will sell, rent, or lease the goods I am buying in the regular course of my business.

a. Primary nature of business _____ Describe the products you sell, lease, or rent _____

b. Check the block that applies:

Idaho registered retailer. Seller's permit number _____ (required - see instructions)

Wholesale only; no retail sales

Out-of-state retailer; no Idaho business presence

Idaho registered prepaid wireless service seller. E911 fee permit number _____ (required - see instructions)

2. Producer Exemptions (see instructions). I will put the goods purchased to an exempt use in the business indicated below.

Check all that apply and complete the required information.

Logging Exemption Broadcasting Exemption Publishing Free Newspapers

Production Exemption (check all that apply): Farming Ranching Manufacturing Processing

Fabricating Mining Hunting or Fishing Operation

List the products you produce: _____

3. Exempt Buyer. All purchases are exempt, and no permit number is required. Check the block that applies.

<input type="checkbox"/> Advocates for Survivors of Domestic Violence and Sexual Assault, Inc.	<input type="checkbox"/> Center for Independent Living	<input type="checkbox"/> Nonprofit Children's Free Dental Service Clinic	<input type="checkbox"/> Senior Citizen Center
<input type="checkbox"/> American Indian Tribe	<input checked="" type="checkbox"/> Federal/Idaho Government Entity	<input type="checkbox"/> Nonprofit Hospital	<input type="checkbox"/> State/Federal Credit Union
<input type="checkbox"/> American Red Cross	<input type="checkbox"/> Forest Protective Association	<input type="checkbox"/> Nonprofit Museum	<input type="checkbox"/> Volunteer Fire Department
<input type="checkbox"/> Amtrak	<input type="checkbox"/> Idaho Foodbank Warehouse, Inc.	<input type="checkbox"/> Nonprofit School	
<input type="checkbox"/> Blind Services Foundation, Inc.	<input type="checkbox"/> Nonprofit Canal Company	<input type="checkbox"/> Qualifying Health Organization (see instructions for list)	

4. Contractor Exemptions (see instructions).

a. Invoice, purchase order, or job number to which this claim applies _____

b. City and state where job is located _____

c. Project owner name _____

d. This exempt project is: (check appropriate box)

In a nontaxing state. (To qualify, materials must become part of the real property.)

An agricultural irrigation project.

For production equipment owned by a producer who qualifies for the production exemption.

5. Other Exempt Goods and Buyers (see instructions).

<input type="checkbox"/> Aircraft used to transport passengers or freight for hire	<input type="checkbox"/> Livestock sold at a public livestock market
<input type="checkbox"/> Aircraft purchased by nonresident for out-of-state use	<input type="checkbox"/> Medical items that qualify
<input type="checkbox"/> American Indian buyer holding Tribal ID No. _____	<input type="checkbox"/> Pollution control items
This form doesn't apply to vehicles or boats. See instructions.	<input type="checkbox"/> Research and development goods
<input type="checkbox"/> Church buying goods for food bank or to sell meals to members	<input type="checkbox"/> Snowmaking/grooming equipment; or aerial tramway component
<input type="checkbox"/> Food bank or soup kitchen buying food or food service goods	<input type="checkbox"/> Other goods or entity exempt by law under the following statute (required) _____
<input type="checkbox"/> Glider kits for IRP-registered vehicles	
<input type="checkbox"/> Heating fuel	

Buyer: Read and sign. I certify that all statements I have made on this form are true and correct to the best of my knowledge. I understand that falsification of this certificate for the purpose of evading payment of tax is a misdemeanor. Other penalties may also apply.

Buyer's Signature	Buyer's Name (please print)	Title
Buyer's Federal EIN or Driver's License No. and State of Issue 826000176		Date

Seller: Each exemption a customer may claim on this form has special rules (see instructions). It's your responsibility to learn the rules. You must charge tax to any customers and on any goods that don't qualify for a claimed exemption and are taxable by law.

Form ST-101 Instructions

1. BUYING FOR RESALE: Buyers must have an Idaho seller's or E911 fee permit number unless they are wholesalers who make no retail sales or are out-of-state retailers with no Idaho business presence (e.g. physical location, representatives, employees, etc.). An Idaho seller's or E911 fee permit number has nine digits. **For example, 000123456.** If the number contains an inappropriate number, such as a federal Employer Identification Number, the certificate isn't valid. To verify a seller's permit number, contact the Tax Commission or visit our website at tax.idaho.gov.

2. PRODUCER EXEMPTIONS: Businesses that are primarily devoted to producing products for resale can buy goods that are directly and primarily used in the production process without paying tax. Businesses offering the right to fish, hunt birds, or other wildlife as a taxable activity can buy goods that are directly and primarily used in the hunting or fishing activity without paying tax. However, these businesses must pay sales tax on any of the following:

- Transportation equipment and supplies
- Goods used in selling/distribution
- Janitorial or cleaning equipment or supplies
- Maintenance or repair equipment and supplies
- Office equipment and supplies
- Any licensed motor vehicle or trailer and parts
- Aircraft and parts
- Recreational vehicle (e.g. snowmobile, ATV, off-road motorcycle, camper, travel trailer)
- Goods that become improvements to real property (e.g. fence posts)

Loggers, broadcasters, and publishers of newspapers that are free to the public (with at least 10% informational content, not ads) are offered a similar exemption. Sellers must charge tax on purchases of the bulleted items listed above, as well as hand tools with a unit price of \$100 or less.

Seller: *You can stamp or print a production exemption statement on the front of your invoice. If customers fill in their exemption claim on a stamped or imprinted statement each time you make an exempt sale to them, you don't have to keep a form ST-101 on file for them. Contact the Tax Commission to get the required language for the exemption statement.*

3. EXEMPT BUYERS: These buyers are exempt from tax on all purchases.

Hospitals: Only licensed nonprofit hospitals qualify. Nursing homes or similar institutions don't.

Schools: Only nonprofit schools qualify, including colleges and universities; primary, secondary, and charter schools; and the Idaho Digital Learning Academy. Schools primarily teaching subjects like business, dancing, dramatics, music, cosmetology, writing, and gymnastics don't qualify. Auxiliary organizations, such

as parent-teacher associations and alumni groups, don't qualify.

Museums: Only nonprofit museums qualify. A museum collects, preserves, and displays objects and information to help the public interpret the past and present and to explore the future. Examples include institutions that exhibit science, history, art, and culture.

Centers for Independent Living: To qualify, centers must be:

- Nonresidential,
- Nonprofit,
- Run by disabled persons, and
- Provide independent living programs to people with various disabilities.

Qualifying Health Organizations:

American Cancer Society
American Diabetes Association
American Heart Association
American Lung Association of Idaho
Arc, Inc., The
Arthritis Foundation
Camp Rainbow Gold
Children's Home Society of Idaho
Easter Seals
Family Services Alliance of Southeast Idaho
Idaho Community Action Agency
Idaho Cystic Fibrosis Foundation
Idaho Diabetes Youth Programs
Idaho Epilepsy League
Idaho Primary Care Association and its Community Health Centers
Idaho Ronald McDonald House
Idaho Women's and Children's Alliance
March of Dimes
Mental Health Association
Muscular Dystrophy Foundation
National Multiple Sclerosis Society
Rocky Mountain Kidney Association
Special Olympics Idaho
United Cerebral Palsy

Government: Only the federal government and Idaho state, county, and city governments qualify. Sales to other states and their political subdivisions are taxable.

4. CONTRACTOR EXEMPTIONS: Three exemptions apply to contractors. In each case, a contractor must list the job location and project owner, and whether the exemption claim applies to a specific invoice or purchase order, or to all purchases for a specific job number.

Nontaxing State: Construction materials for a job in a nontaxing state are exempt from Idaho sales tax. This exemption applies only to materials that will become part of real property and only if the contractor isn't subject to a use tax or a similar tax in the other state. Jobs in Oregon, Montana, and Alaska qualify, as do some jobs in Washington.

Form ST-101 Instructions - continued

Agricultural Irrigation: Irrigation equipment and materials for an agricultural irrigation project are exempt. An irrigation system for a golf course or a residence doesn't qualify.

Production Equipment: A contractor who installs production equipment for a producer/manufacturer can buy the materials for the equipment exempt from tax. This exemption doesn't apply to materials that become part of real property.

5. OTHER EXEMPT GOODS AND BUYERS: If buyers claim an exemption that isn't listed on this form, they must mark the "other" block and list the section of the law that applies to the exemption, or the certificate isn't valid.

Aircraft Purchased by Nonresidents for Out-of-State Use: An aircraft sold to a nonresident is exempt if it will be immediately removed from Idaho and registered in another state and won't be stored or used in Idaho more than 90 days in any 12-month period. Repair parts installed on a nonresident's aircraft by an FAA-approved Idaho repair station are also exempt. Aircraft kits and hang gliders don't qualify for this exemption. A business is a "nonresident" if it has no business presence in Idaho. A business with property in Idaho or employees working in the state doesn't qualify.

Aircraft Primarily Used to Transport Passengers or Freight for Hire: Only aircraft purchased by an airline, charter service, air ambulance service, or air freight company qualify. Parts for the exempt aircraft are also exempt. Examples of aircraft that don't qualify for this exemption are those used for recreational flights, aerial spraying, dumping, or logging.

American Indian: Sales to an enrolled Indian tribal member are exempt if the seller delivers the goods on the reservation. The buyer's Tribal Identification Number is required. For sales of vehicles or boats, use form ST-133, Sales Tax Exemption Certificate - Transfer Affidavit.

Church: A church may buy food to sell meals to its members or qualifying goods for its food bank without paying tax. Churches must pay tax on all other goods they buy to use.

Food Banks and Soup Kitchens: Food banks and soup kitchens may buy food or other goods used to grow, store, prepare, or serve the food exempt from sales tax. The exemption doesn't include licensed motor vehicles or trailers.

Heating Fuels: Heating fuels such as wood, coal, petroleum, propane, and natural gas are exempt when purchased to heat an enclosed building or a building under construction, or when used for cooking or water heating.

Livestock: Sales of cattle, sheep, mules, horses, pigs, and goats are exempt when sold at a public livestock market. Sales of other animals don't qualify.

Medical Items: Only the following medical goods qualify if a licensed practitioner will administer or distribute them: drugs, oxygen, insulin, syringes, prosthetic devices, durable medical equipment, dental and orthopedic appliances (including fillings), urinary and colostomy supplies, enteral and parenteral feeding equipment and supplies, hemodialysis and peritoneal dialysis drugs and supplies, and chemicals and equipment used to test or monitor blood or urine of a diabetic.

Pollution Control Items: The following items qualify: tangible personal property purchased to meet air or water quality standards of a federal or state agency; liners and reagents purchased to meet water quality standards; tangible personal property purchased to meet air or water quality standards and which become an improvement to real property of manufacturing, mining, farming, or toxic waste treatment and storage businesses; and "dry to dry transfer systems" used by the dry cleaning industry. This exemption isn't available for items used in road construction, septic systems, treating drinking water, or preventing soil erosion. Motor vehicles and buildings don't qualify. See Idaho Code section 63-3622X for more details.

Research and Development (R & D): Purchases of goods that are directly and primarily used to develop, design, manufacture, process, or fabricate a product or potential product qualify. Also, the Idaho National Laboratory and its contractors may claim an R & D exemption to buy goods directly and primarily used to advance scientific knowledge in areas that don't have a commercial application. Items that will become a part of real property don't qualify.

Snowmaking/Grooming Equipment, Aerial Tramway: The owner or operator of a downhill ski area with an aerial passenger tramway may buy parts, materials, and equipment that become component parts of the tramway and snow grooming and snowmaking equipment (and parts) for the slopes exempt from tax. An aerial tramway includes chair lifts, gondolas, T-bar and J-bar lifts, platter lifts, rope tows, and similar devices.



ORIGINAL
INVOICE

CORRESPONDENCE ONLY:
JOHN DEERE FINANCIAL
LEASE ADMIN
PO BOX 6600
JOHNSTON, IA 50131-6600
Phone: 1-800-828-8297
Fax: 1-800-254-0020

Due Date:	6/20/2020
Total Due:	\$34,081.11

CITY OF COEUR D'ALENE 710 E MULLAN AVE COEUR D ALENE , ID 83814-3958	REMIT CHECK PAYABLE TO: Deere Credit, Inc. PO BOX 6600 Johnston, IA 50131-6600
--	---

Invoice Number:	MANUAL						
Date Issued:	5/13/2020						
Contract Number	Description/Model Serial Number	Due Date	Payment Amount	Late Charge	Sales/Use Tax	Refinance Fee	Total Due
030-0062804-007	JD GRDR 1DW672GPVEF665677	6/20/2020	\$33,881.11	\$0.00	\$0.00	\$200.00	\$34,081.11
CURRENT TOTAL AMOUNT DUE:							\$34,081.11

Change of Address? Please call Customer Service 800-828-8297

TO ENSURE PROPER CREDIT, RETURN LOWER PORTION WITH YOUR PAYMENT

Invoice Number MANUAL	Contract Number 030-0062804-007	CITY OF COEUR D'ALENE 710 E MULLAN AVE COEUR D ALENE , ID 83814-3958
--------------------------	------------------------------------	--

Due Date:	6/20/2020	Remit to:	Deere Credit, Inc.
Total Due:	\$34,081.11		PO Box 6600 Johnston, IA 50131-6600

Amount Enclosed: _____

UNDERSTANDING YOUR INVOICE

Your Lease Invoice includes charges for the dates indicated. Please process your payment so it arrives prior to the date shown. Any questions concerning performance of your equipment should be directed to your local dealer. The following terms explain your invoice.

- **DUE DATE:** Total due on or before your contractual due date, after which late charges may be assessed.
- **TOTAL DUE:** The sum of your current periodic charge plus any previous amount due.
- **INVOICE NUMBER:** This number should be referenced on the face of any remittance.
- **DATE ISSUED:** Date invoice printed - all payments received after this date are not reflected on this invoice.
- **LAST PAYMENT RECEIVED:** The date of the last payment received prior to this invoice being issued. If your records show that you have made a payment that is not reflected on this invoice and was mailed more than 10 days prior to date issued, contact your bank to verify the check has cleared. Request a front and back copy and mail it to our Customer Service indicating your lease/contract number.
- **LESSEE'S REFERENCE NUMBER:** Any reference number provided by you such as: Purchase Order, Department, Cost Center Numbers, etc.
- **CONTRACT NUMBER:** This is your lease/contract number used to identify your account. This number should be given to Customer Service when making an inquiry and on all correspondence.
- **DESCRIPTION:** Description of leased equipment.
- **PAYMENT AMOUNT:** The payment due under the terms of your contract - PRIOR TO ASSESSMENT OF APPLICABLE SALES/USE TAXES. Your payments may be adjusted pursuant to the terms of the agreement and/or adjustments made to one or more of your equipment schedules.
- **LATE CHARGE:** Any contractual payment not made on, or before, its due date is subject to the assessment of late charges, as outlined in your agreement.
- **MISC. CHARGE:** Other charges due under the terms of your agreement.
- **SALES/USE TAX:** Sales/Use Tax assessed by your taxing authority and added to your contract payment.

Mailing Address Change:

Name _____
Street _____
City _____ State _____ Zip _____ - _____
Attention (if applicable) _____
Phone Number () _____ Contact Person _____

Please complete the following section if the **PHYSICAL LOCATION** of the lease equipment has changed. The information is required for tax purposes, and will not affect your mailing address.

Name _____
Street _____

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

DATE: 5-19-2020
FROM: Kyle Marine, Assistant Water Superintendent
SUBJECT: **Request to accept bid for a MARS Meter Test Bench System.**

DECISION POINT:

Staff is requesting Council approval of the lowest responsive bid and award to Mars Company for purchase of a new water meter Test Bench system for a total of \$399,403.00.

HISTORY:

The Water Department started the meter change out program (MCOP) in 2005 due to significant undocumented water loss. The Water Department annual meter change out program will replace all 19,000 meters in the city over a 10-year cycle due to the estimated lifespan of an average meter. As a meter reaches 10 years of routine service, it can lose significant accuracy and reliability as well as battery life for the transmitter. The city changes on average 2000 meters a year depending on the location. It is recommended that water meters be replaced or rebuilt once they reach above a 3% loss of accuracy, which is on average 10 years. The cost of rebuilding a meter is significantly less than purchasing a new meter, but requires testing by a certified test bench before it can be reinstalled. We currently have an agreement to send a few large meters to the Spokane Water Department to have them tested for accuracy once they are rebuilt. Initially they were not charging for this service. They have recently informed us that they will start charging us \$500 a test. We have included in our design of the new facility a room to house a meter test bench to start testing and rebuilding water meters. With the new facility getting close to completion, we are moving forward with the purchase of a test bench.

FINANCIAL ANALYSIS:

As previously mentioned, we replace about 2000 meters that have reached their life expectancy each year. We estimate that about ¼ to ½ of the meters that are due for replacement can be rebuilt and reused at a reduced cost. Once a meter has been removed it will be set aside to be rebuilt and tested and re-installed the following year if financially feasible to rebuild, depending on the size and condition of the meter. It is estimated that a savings of at least \$77,000.00 per year should be realized, indicating that the return on the initial investment will be approximately 5 years. The lowest, and only responsive bid was received from MARS Company for \$399,403.00.

PERFORMANCE ANALYSIS:

The American Water Works Association (AWWA) establishes industry standards that the majority of the state Drinking Water Rules have adopted by reference. Such is the case with Idaho. AWWA has established through a great deal of testing and research that the average lifespan of a ¾" meter is typically eight to ten years, between normal wear and average transmitter battery life. The larger the meter, as they flow considerably more water, the shorter the service life. Meters should have an accuracy of at least 98%. Less than that can mean significant revenue loss. The public water

system currently contains just over 15,000 of the ¾” meters, plus another 3,000 plus meters 1” and larger. This bench will test up to 6” compound meters, providing an accurate record that has held up to legal challenges.

DECISION POINT/RECOMMENDATION:

Water Department Staff is requesting approval of the lowest responsive bid of \$399,403.00 and award purchase of a certified water meter test bench system to MARS Company.

RESOLUTION NO. 20-032

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A CONTRACT WITH MARS COMPANY FOR THE PURCHASE AND INSTALLATION OF A WATER METER TEST BENCH SYSTEM FOR THE WATER DEPARTMENT.

WHEREAS, the Water Superintendent of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a contract with Mars Company for the purchase and installation of a water meter test bench system pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a contract with Mars Company for the purchase and installation of a water meter test bench system, in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 19th day of May, 2020.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

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

CONTRACT
for
PURCHASE & INSTALLATION OF A
WATER METER TEST BENCH SYSTEM

THIS CONTRACT, made and entered into this 19th day of May, 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, hereinafter referred to as the "**CITY**", and **MARS COMPANY**, a corporation duly organized and existing under and by virtue of the laws of the state of Florida, with its principal place of business at 3925 SW 13th St., Ocala, FL 34474, hereinafter referred to as "**CONTRACTOR.**"

W I T N E S S E T H:

WHEREAS, the said **CONTRACTOR** has been awarded the contract for the purchase and installation of a MARS Meter Test Bench system according to contract documents on file in the office of the City Clerk of said **CITY**, which contract documents are incorporated herein by reference.

IT IS AGREED that for and in consideration of the covenants and agreements to be made and performed by the City of Coeur d'Alene, as hereinafter set forth, the **CONTRACTOR** shall complete improvements as set forth in the said contract documents described above, in said **CITY**, furnishing all labor and materials therefore according to said contract documents and under the penalties expressed in the performance bond bearing even date herewith, and which bond with said contract documents are hereby declared and accepted as parts of this contract. All material shall be of the high standard required by the said contract documents and approved by the City Engineer, and all labor performed shall be of first-class workmanship.

The **CONTRACTOR** shall furnish and install barriers and warning lights to prevent accidents. The **CONTRACTOR** shall indemnify, defend and hold the **CITY** harmless from all claims arising from the **CONTRACTOR**'s actions or omissions in performance of this contract, and to that end shall maintain liability insurance naming the **CITY** as one of the insureds in the amount of at least Five Hundred Thousand Dollars (\$500,000) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for under Idaho Code 6-924. A certificate of insurance providing at least thirty (30) days written notice to the **CITY** prior to cancellation of the policy shall be filed in the office of the City Clerk.

The **CONTRACTOR** agrees to maintain Worker's Compensation coverage on all employees, including employees of subcontractors, during the term of this contract as required by Idaho Code Sections 72-101 through 72-806. Should the **CONTRACTOR** fail to maintain such insurance during the entire term hereof, the **CONTRACTOR** shall indemnify the **CITY** against any loss resulting to the **CITY** from such failure, either by way of compensation or additional premium liability. The **CONTRACTOR** shall furnish to the **CITY**, prior to commencement of the work, such evidence as the **CITY** may require guaranteeing contributions which will come due under the

Employment Security Law including, at the option of the **CITY**, a surety bond in an amount sufficient to make such payments.

The **CONTRACTOR** shall furnish the **CITY** certificates of the insurance coverage's required herein, which certificates must be approved by the City Attorney.

The **CONTRACTOR** agrees to receive and accept as full compensation for furnishing all materials, and doing all the work contemplated and embraced in the contract, an amount equal to the sum of the total for the items of work. The total for each item of work shall be calculated by determining the actual quantity of each item of work and multiplying that actual quantity by the unit price bid by the **CONTRACTOR** for that item of work. The total amount of the contract shall not exceed three hundred ninety-nine thousand four hundred three dollars and zero cents (\$399,403.00).

Monthly progress payments must be submitted by the 10th of the month for work done in the previous calendar month. Partial payment shall be made by the end of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the **CONTRACTOR** has obtained from the Idaho State Tax Commission and submitted to the **CITY** a release of liability for taxes (Form 10-248-79). Payment shall be made by the City Finance Department.

The number of calendar days allowed for completion of the contract work shall be _____ calendar days. The contract time shall commence no later than 10 days after the date of the Notice to Proceed issued by the **CITY**.

The **CITY** and the **CONTRACTOR** recognize that time is of the essence and failure of the **CONTRACTOR** to complete the work within the time allowed shall result in damages being sustained by the **CITY**. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the **CONTRACTOR** shall fail to complete the work within the above time limits, the **CONTRACTOR** shall pay to the **CITY** or have withheld from monies due, liquidated damages at the rate of Five Hundred and No/100 Dollars (\$500) per calendar day, which sums shall not be construed as a penalty.

IT IS AGREED that the **CONTRACTOR** must employ ninety-five percent (95%) bona fide Idaho residents as employees on any job under this contract except where under this contract fifty (50) or less persons are employed by the **CONTRACTOR**, in which case the **CONTRACTOR** may employ ten percent (10%) nonresidents; provided, however, in all cases the **CONTRACTOR**, must give preference to the employment of bona fide residents in the performance of said work.

The **CONTRACTOR** further agrees: In consideration of securing the business of construction the works to be constructed under this contract, recognizing the business in which he is engaged is of a transitory character and that in the pursuit thereof, his property used therein may be without the state of Idaho when taxes, excises or license fees to which he is liable become payable, agrees:

1. To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term.
2. That if the said taxes, excises and license fees are not payable at the end of said term but liability for said payment thereof exists, even though the same constitutes liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof.
3. That in the event of his default in the payment or securing of such taxes, excises and license fees, to consent that the department, officer, board or taxing unit entering into this contract may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said **CONTRACTOR** is liable.

The **CONTRACTOR** further agrees, in consideration of securing this contract, to comply will all the requirements of **Attachment 1**, which by this reference is incorporated herein.

IT IS FURTHER AGREED that, for additions or deductions to the contract documents, the unit prices as set forth in the written bid of the **CONTRACTOR** are hereby made part of this contract.

For the faithful performance of this contract in accordance with the contract documents and payment for all labor and materials, the **CONTRACTOR** shall execute good and sufficient performance bond and payment bond in a form acceptable to the City Attorney each in the amount of one hundred percent (100%) of the total amount of the bid as hereinbefore stated, said bonds to be executed by a surety company authorized to do business in the state of Idaho.

The term "CONTRACT DOCUMENTS" means and includes the following:

- A) Advertisement For Bids
- B) Information For Bidders
- C) Bid Proposal
- D) Bid Bond
- E) Bidding Forms as Required
- F) Contract
- G) Labor and Materials Payment Bond
- H) Performance Bond
- I) Notice of Award
- J) Notice to Proceed
- K) Change Order
- L) General Conditions

- M) Technical Specifications
- N) Special Provisions
- O) Plans
- P) Addenda

No. _____, dated _____, _____

THIS contract, with all of its forms, specifications and stipulations, shall be binding upon the parties hereto, their successors and assigns. However, CONTRACTOR shall not assign this contract, or any part thereof, without the prior written consent of the CITY.

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

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

**CONTRACTOR:
MARS COMPANY**

Steve Widmyer, Mayor

By: _____

Its: _____

ATTEST:

Renata McLeod, City Clerk

Attachment 1

This Attachment is to be inserted in every contract subject to Title VI of the Civil Rights Act of 1964 and associated Regulations.

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. Compliance with Regulations

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports

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

5. Sanctions for Non-compliance

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

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

Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

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

PUBLIC HEARINGS

CITY COUNCIL STAFF REPORT

FROM: MIKE BEHARY, PLANNER

DATE: MAY 19, 2020

SUBJECT: ZC-1-20 ZONE CHANGE FROM C-17L TO C-17

LOCATION: +/- 6.2 ACRE PORTION OF A PARCEL LOCATED AT 4301 N. CROWN AVENUE

APPLICANT/OWNER:
Zanetti Bros, Inc.
PO Box 928
Osburn, ID 83849

ENGINEER:
Lake City Engineering, Inc.
126 E. Poplar Avenue
Coeur d'Alene, ID 83814

DECISION POINT:

The applicant is requesting approval of a zone change from C-17L (C-17 Commercial Limited) to C-17 (C-17 Commercial) zoning district.

PLANNING COMMISSION INFORMATION:

At their regular monthly meeting on March 14, 2020, the Planning Commission held a public hearing on this item and unanimously recommended approval for this zone change request.

BACKGROUND INFORMATION:

The property is located between US Highway 95 and Crown Avenue. There is an existing auto dealership sales facility on the southern portion of the subject site and the property has been used for retail sales of vehicles and RV's for many years. The northern portion of the property is vacant and currently undeveloped. The prior use on the vacant portion of the lot was RV sales.

Prior to 1982, the subject site was located within the unincorporated area of the County. In 1982, the City of Coeur d'Alene applied for a large area of land to be annexed into the City in conjunction with zoning in Item ZC-7-82A. The total land area that was annexed at that time consisted of 638 acres and included the subject property. The annexation and zoning request was approved by City Council on November 1, 1982. Through this action the subject property was zoned R-12.

In 1984 a request to change the zoning classification from R-12 to C-17L on the southern portion of the subject property was made in item ZC-12-84SP and was subsequently approved. In 1998 a request to change the zoning classification from R-12 to C-17L on the northern portion of the subject property was made in item ZC-9-98SP that was also subsequently approved. (see Prior Land Use Actions Map on page 5)

The zoning ordinance requires auto dealerships that want to locate in the C-17L Zoning District to be approved by a special use permit. In the C-17 Zoning District, auto dealerships are allowed as a permitted use (see C-17L and C-17 Zoning District Information on pages 14 & 15). All uses located in the C-17L and the C-17 zoning districts are required to meet the City's Commercial Design standards.

The applicant has indicated that they would like to expand the existing auto dealership into the vacant northern portion of the subject property. The applicant is aware that site improvements, commercial design standards, and paving of display lots and maneuvering areas are required in order to expand into the vacant portion of the property.

However, it should be noted that the applicant's proposed auto sales use of the property is not tied to the requested zone change. If the subject site is approved to be changed to the C-17 Commercial District, then all permitted uses in the C-17 Commercial District would be allowed on this site.

LOCATION MAP:



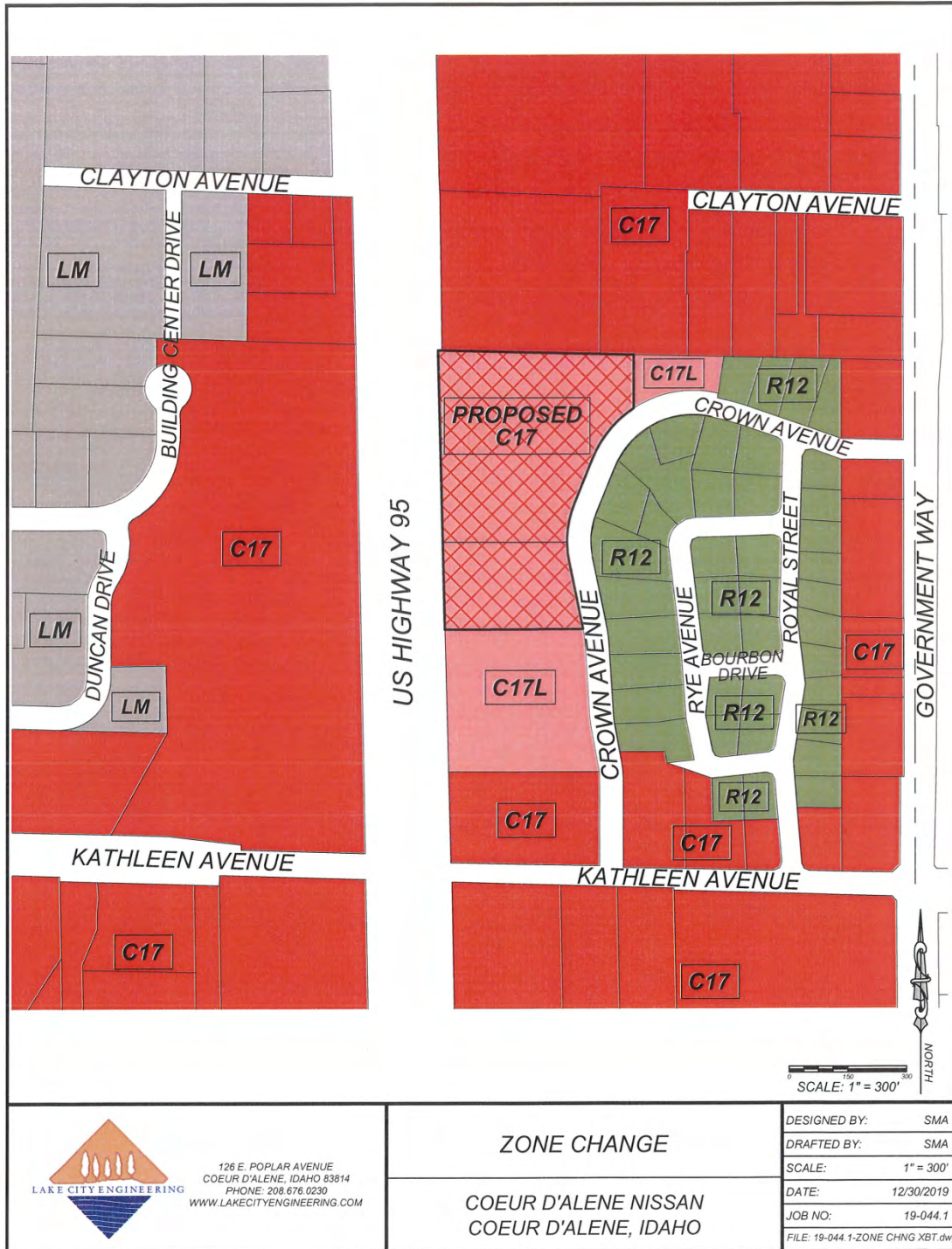
AERIAL PHOTO:



BIRDS EYE AERIAL PHOTO - 1:



APPLICANT'S EXHIBIT OF PROPOSED ZONE CHANGE:



126 E. POPLAR AVENUE
 COEUR D'ALENE, IDAHO 83814
 PHONE: 208.676.0230
 WWW.LAKECITYENGINEERING.COM

ZONE CHANGE

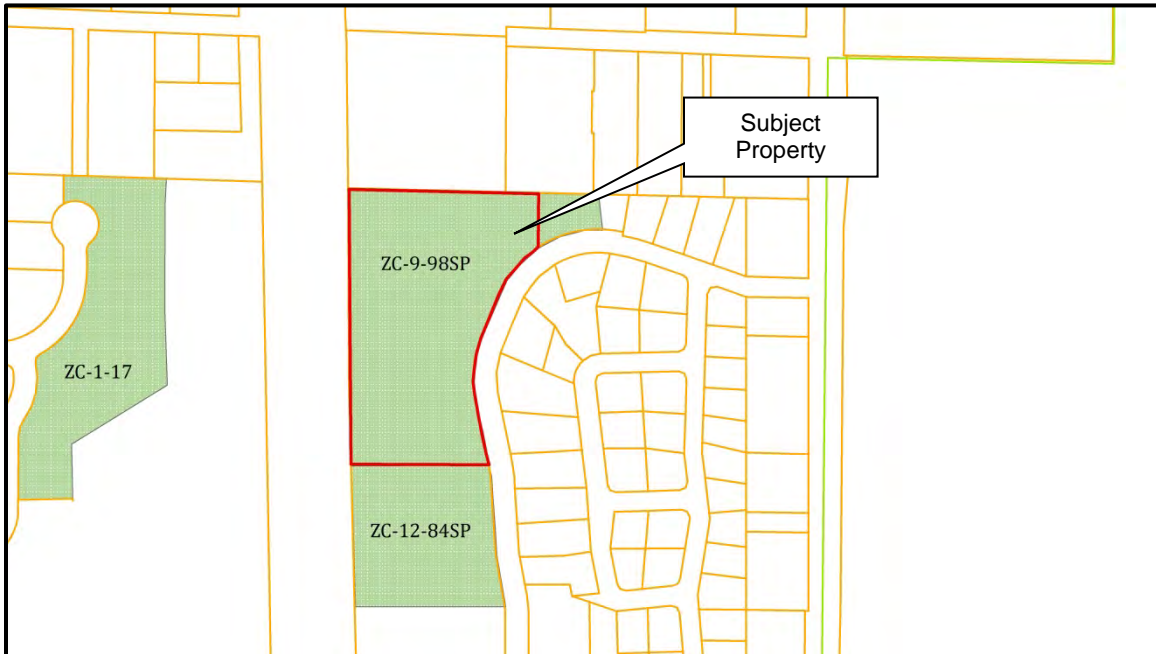
COEUR D'ALENE NISSAN
 COEUR D'ALENE, IDAHO

DESIGNED BY:	SMA
DRAFTED BY:	SMA
SCALE:	1" = 300'
DATE:	12/30/2019
JOB NO:	19-044.1
FILE:	19-044.1-ZONE CHNG XBT.dwg

PRIOR LAND USE ACTIONS:

Planning Commission and City Council approved a zone change request in items ZC-12-84SP and ZC-9-98SP that is south and also part of the subject property from R-12 to C-17L in 1984 and in 1998 respectively. A zone change was also approved by the Planning Commission and City Council in 2017 to change the zoning from LM to C-17 on the property to the west of the subject property in item ZC-1-17. As seen in the map provided below, the area is in transition with a multitude of approved zone changes in the vicinity of the subject property.

PRIOR LAND USE ACTIONS MAP:



Zone Changes:

ZC-12-84SP	R-12 to C-17L	Approved
ZC-9-98SP	R-12 to C-17L	Approved
ZC-1-17	LM to C-17	Approved

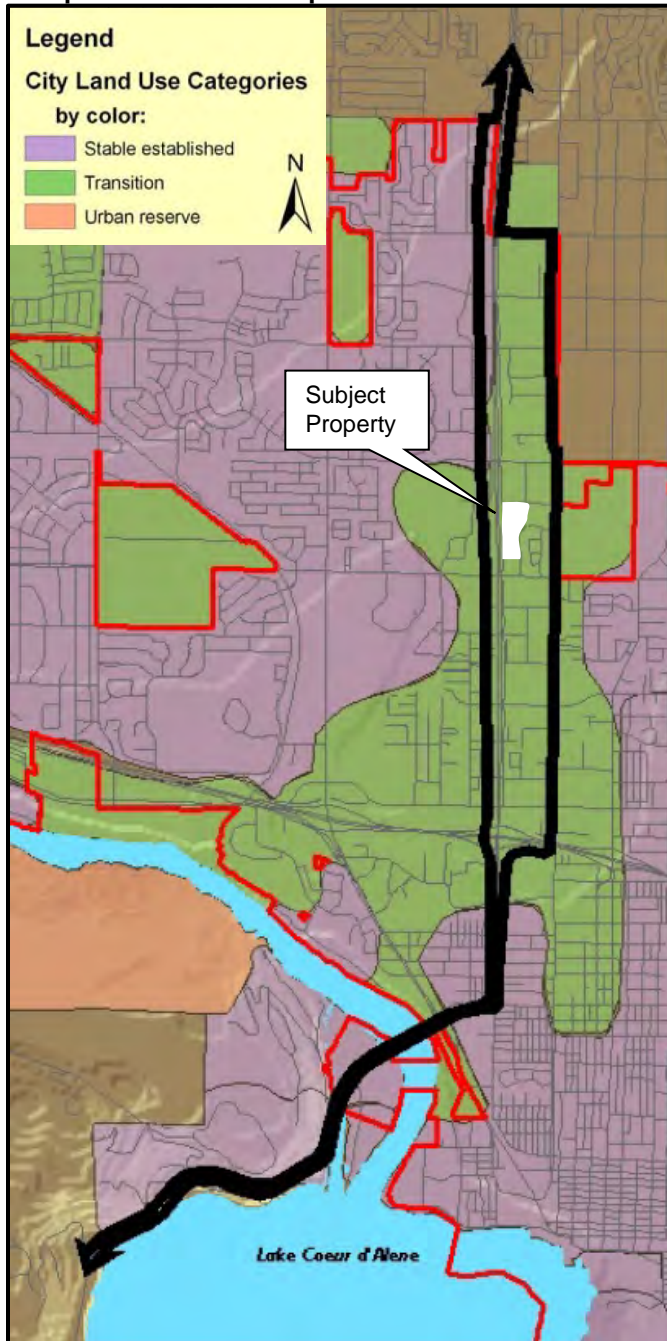
REQUIRED FINDINGS:

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

2007 COMPREHENSIVE PLAN- LAND USE CATEGORY:

- The subject property is within the existing city limits.
- The City Comprehensive Plan designates this area in the US 95 Corridor

Comprehensive Plan Map: US 95 Corridor



Transition Areas:

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

US 95 Corridor Tomorrow:

The City of Coeur d'Alene will be working during the next planning period until the year 2027 with the Idaho Department of Transportation (IDT) to design an efficient transportation system through the city.

The characteristics of the US 95 Corridor neighborhoods will be:

- Ensuring that access to businesses along the highway corridor is protected.
- Ensuring the city is not divided by this highway.
- Designing a system for the safe and efficient traffic flow through the city with a separate

- arterial for through traffic.
- Encouraging retention and planting of native variety, evergreen trees.
- Anticipating that US 95 traffic will be possibly diverted to a future bypass.
- Careful planning is needed to the south of Coeur d'Alene due to the continued development of Blackwell Island.
- Careful planning is needed to the south of Coeur d'Alene because access to these areas is limited to the US 95 bridge over the Spokane River.
- Retaining and expanding landscaping along both I-90 and US 95.
- Provide for pedestrian and bicycle traffic.

COMPREHENSIVE PLAN GOALS & OBJECTIVES THAT APPLY:

Goal #1: Natural Environment

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

Objective 1.12 - Community Design:

Support the enhancement of existing urbanized areas and discourage sprawl.

Objective 1.14 - Efficiency:

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

Goal #2: Economic Environment

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

Objective 2.01 – Business Image & Diversity:

Welcome and support a diverse mix of quality professional, trade, business, and services industries, while protecting existing uses of these types from encroachment by incompatible land uses.

Goal #3: Home Environment

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

Objective 3.05 - Neighborhoods:

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

Objective 3.16 – Capital Improvements:

Ensure infrastructure and essential services are available for properties in development.

Goal #4: Administrative Environment

Our Comprehensive Plan advocates efficiency and quality management.

Objective 4.01 - City Services:

Make decisions based on the needs and desires of the citizenry.

Objective 4.06 - Public Participation:

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

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

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

STORMWATER:

City Code requires that all stormwater remain on the property and for a stormwater management plan to be submitted and approved prior to any construction activity on the site. The applicant will be required to include a stormwater management plan with any building permit submittal for the subject property. Street-side swales and drywells will be required with construction.

- Submitted by Chris Bosley, City Engineering

STREETS:

The subject property is bordered by US-95 to the west and Crown Avenue to the east. Crown Avenue must be improved to City standards along the entire frontage including sidewalk, swales, curb, and gutter with any construction on the property. The Streets & Engineering Department has no objection to the zone change as proposed.

- Submitted by Chris Bosley, City Engineering

WATER:

There is adequate capacity in the public water system to support domestic, irrigation and fire flow for the proposed zone change. The Water Department has no objections to the zone change as proposed.

-Submitted by Kyle Marine, Assistant Water Superintendent

SEWER:

There is an existing sewer stub servicing the existing building at 4301 Crown Avenue. Also there is an existing eight inch sewer stub service to this property at manhole # GOV1-18C. If this property is subdivided the "One Parcel, One Lateral" rule will be followed.

-Submitted by Larry Parsons, Wastewater Utility Project Manager

FIRE:

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

Fire department access to the site (road widths, surfacing, maximum grade, and turning radiuses), in addition to, fire protection (size of water main, fire hydrant amount and placement, and any fire line(s) for buildings requiring a fire sprinkler system) will be reviewed prior to final plat recordation or during the Site Development and Building Permit, utilizing the currently adopted International Fire Code (IFC) for compliance. The City of Coeur d'Alene Fire Department can address all concerns at site and building permit submittals. The Fire Department has no objection to the zone change as proposed.

-Submitted by Bobby Gonder, Fire Inspector

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

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

PHYSICAL CHARACTERISTICS:

The site is generally flat with a slight drop in elevation towards the north and west part of the property. There are no topographical or physical constraints that would make the subject property unsuitable to change the zoning from C-17L to C-17.

TOPOGRAPHIC MAP:



SITE PHOTO 1: Northeast part of property looking west.



SITE PHOTO 2: North center part of property looking south.



SITE PHOTO 3: Northwest corner of property looking south.



SITE PHOTO 4: Southwest part of property looking east.



SITE PHOTO 5: East central part of property looking north.



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

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

TRAFFIC:

The proposed zone change itself would not adversely affect the surrounding area with regard to traffic, as no traffic is generated from a zone change alone. For future improvements on the property, the ITE Trip Generation Manual estimates that an average of 32.3 trips per day would be generated per 1000 square feet of retail floor area. AM and PM peak hour trips are estimated at 1.92 and 2.62 trips per 1000 square feet, respectively. The three nearest automobile dealership buildings average approximately 43,000 square feet in size. Using that square footage for a potential future building size, it can be expected that approximately 82 additional AM peak hour and 112 additional PM peak hour trips would be generated. The nearby Kathleen Ave and Government Way have the available capacity to accommodate additional traffic generated from the subject site, but access in and out of Crown Ave could be more congested during peak hours and could be challenging for left turns. The Streets & Engineering Department has no objection to the zone change as proposed.

-Submitted by Chris Bosley, City Engineering

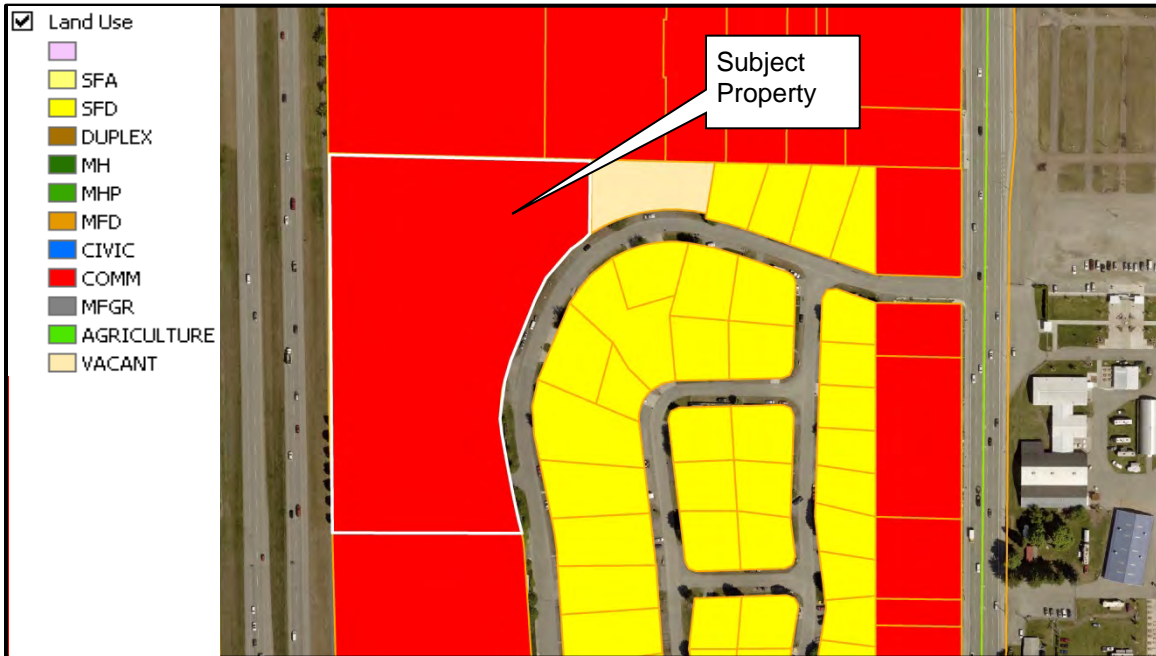
NEIGHBORHOOD CHARACTER: 2007 Comprehensive Plan: US 95 Corridor Today US Highway 95 has become a high impact gateway into the community as well as the major north-south highway through north Idaho. It is also the main arterial that connects communities to the north of Coeur d'Alene to I-90 and is the state's principal route to Canada. Northwest Boulevard and I-90 are major intersections within city limits. Large scale native trees along this corridor help to offset the negative impacts associated with a major thoroughfare. Presently the highway is a bottleneck for both local and through traffic.

SURROUNDING LAND USES AND ZONING:

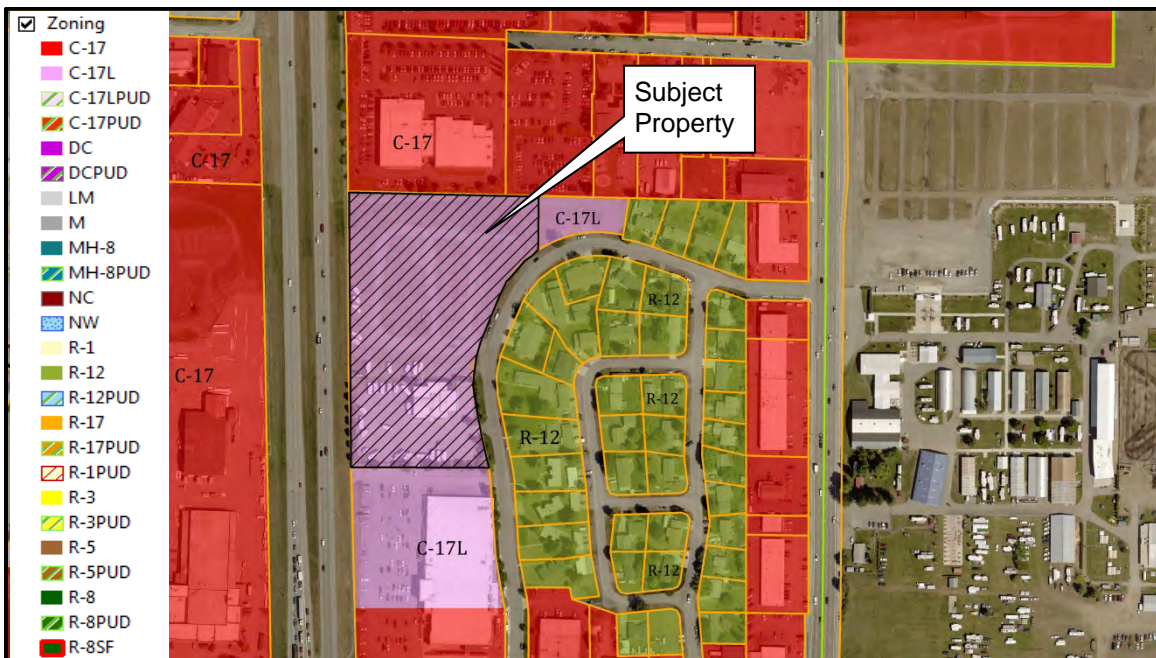
The properties to the north of the subject site are commercial land uses with an auto dealership located on them. The property to the west is a commercial land use with a lumber and building materials retail facility located on it. The property to the south is a commercial land use with a grocery store located on it. The properties to the east are residential land uses with duplex and single family dwellings located on them. (See Land Use Map on page 13)

The properties to the north of the subject site are zoned C-17 Commercial. The properties to the west of the subject site, across US 95, are zoned C-17 Commercial. The properties to the east are zoned R-12 Residential and the property to the south is zoned C-17L Commercial. (See Zoning Map on page 13)

GENERALIZED LAND USE PATTERN:



ZONING MAP:



Approval of the zone change request would allow the uses by right to change from C17L uses to C-17 uses (as listed below).

Existing C-17L Zoning District:

The C-17L district is intended as a low density commercial and residential mixed district. This district permits residential development at a density of seventeen (17) units per gross acre as specified in the R-17 district and limited service commercial businesses whose primary emphasis is on providing a personal service.

17.05.580: PERMITTED USES; PRINCIPAL

Principal permitted uses in a C-17L district shall be as follows:

- Administrative offices
- Automobile parking when serving an adjacent business or apartment
- Banks and financial institutions
- Boarding house
- Childcare facility
- Commercial film production
- Community assembly
- Community education
- Duplex housing (as specified by the R-12 district)
- Essential service
- Group dwelling - detached housing
- Handicapped or minimal care facility
- Hospitals/healthcare
- Juvenile offenders facility
- Multiple-family housing (as specified by the R-17 district)
- Neighborhood recreation
- Nursing/convalescent/rest homes for the aged
- Personal service establishments
- Professional offices
- Public recreation
- Rehabilitative facility
- Religious assembly
- Single-family detached housing (as specified by the R-8 district)

17.05.590: PERMITTED USES; ACCESSORY

Accessory permitted uses in a C-17L district shall be as follows:

- Accessory dwelling units.
- Apartment for resident caretaker watchman.
- Outdoor storage or building when incidental to the principal use
- Private recreation (enclosed or unenclosed).
- Residential accessory uses as permitted by the R-17 district

17.05.600: PERMITTED USES; SPECIAL USE PERMIT

Permitted uses by special use permit in a C-17L district shall be as follows:

- Commercial kennel
- Commercial recreation
- Community organization
- Convenience sales
- Criminal transitional facility
- Food and beverage stores for off/on site consumption
- Hotel/motel
- Mobile food court
- Noncommercial kennel
- Remaining uses, not already herein permitted, of the C-17 district principal permitted uses
- Residential density of the R-34 district as specified
- Veterinary hospital
- Wireless communication facility

Proposed C-17 Zoning District:

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

Principal permitted uses in a C-17 district shall be as follows:

- Administrative offices.
- Agricultural supplies and commodity sales.
- Automobile and accessory sales.
- Automobile parking when serving an adjacent business or apartment.
- Automobile renting.
- Automobile repair and cleaning.
- Automotive fleet storage.
- Automotive parking.
- Banks and financial institutions.
- Boarding house.
- Building maintenance service.
- Business supply retail sales.
- Business support service.
- Childcare facility.
- Commercial film production.
- Commercial kennel.
- Commercial recreation.
- Communication service.
- Community assembly.
- Community education.
- Community organization.
- Construction retail sales.
- Consumer repair service.
- Convenience sales.
- Convenience service.
- Department stores.
- Duplex housing (as specified by the R-12 district).
- Essential service.
- Farm equipment sales.
- Finished goods wholesale.
- Food and beverage stores
- Funeral service.
- General construction service.
- Group assembly.
- Group dwelling - detached housing.
- Handicapped or minimal care facility.
- Home furnishing retail sales.
- Home occupations.
- Hospitals/healthcare.
- Hotel/motel.
- Juvenile offenders facility.
- Laundry service.
- Ministorage facilities.
- Multiple-family housing (as specified by the R-17 district).
- Neighborhood recreation.
- Noncommercial kennel.
- Nursing/convalescent/rest homes for the aged.
- Personal service establishments.
- Pocket residential development (as specified by the R-17 district).
- Professional offices.
- Public recreation.
- Rehabilitative facility.
- Religious assembly.
- Retail gasoline sales.
- Single-family detached housing (as specified by the R-8 district).
- Specialty retail sales.
- Veterinary office

Permitted uses by special use permit in a C-17 district shall be as follows:

- Adult entertainment sales and service.
- Auto camp.
- Criminal transitional facility.
- Custom manufacturing.
- Extensive impact.
- Residential density of the R-34 district
- Underground bulk liquid fuel storage
- Veterinary hospital.
- Warehouse/storage.
- Wireless communication facility

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

APPLICABLE CODES AND POLICIES:

UTILITIES:

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

STREETS:

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

STORMWATER:

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

PLANNING:

8. All site improvements and construction must adhere to the City's Commercial Design Guidelines that are required for commercial development in the C-17 Zoning District.
9. All site improvements must meet the site performance standards of the C-17 Zoning District

PROPOSED CONDITIONS:

None

ORDINANCES & STANDARDS USED FOR EVALUATION:

2007 Comprehensive Plan
Transportation Plan
Municipal Code
Idaho Code
Wastewater Treatment Facility Plan
Water and Sewer Service Policies
Urban Forestry Standards
Transportation and Traffic Engineering Handbook, I.T.E.
Manual on Uniform Traffic Control Devices
2017 Trails & Bikeways Master Plan

ACTION ALTERNATIVES:

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

1. Applicant: Lake City Engineering
Location: 4301 N. Crown Avenue
Request: A proposed zone change from C-17L to C-17
QUASI-JUDICIAL, (ZC-1-20)

Mike Behary, Associate Planner stated the applicant is requesting approval of a zone change from C-17L (C-17 Commercial Limited) to C-17 (C-17 Commercial) zoning district.

Mr. Behary provided the following statements:

- The property is located between US Highway 95 and Crown Avenue.
- There is an existing auto dealership sales facility on the southern portion of the subject site and the property has been used for retail sales of vehicles and RV's for many years.
- The northern portion of the property is vacant and currently undeveloped. The prior use of the vacant portion of the lot was RV sales.
- Prior to 1982, the subject site was located within the unincorporated area of the County. In 1982, the City of Coeur d'Alene applied for a large area of land to be annexed into the City in conjunction with zoning in Item ZC-7-82A.
- The total land area that was annexed at that time consisted of 638 acres and included the subject property. The annexation and zoning request was approved by City Council on November 1, 1982. Through this action, the subject property was zoned R-12.
- In 1984, a request to change the zoning classification from R-12 to C-17L on the southern portion of the subject property was made in Item ZC-12-84SP and was subsequently approved.
- In 1998, a request to change the zoning classification from R-12 to C-17L on the northern portion of the subject property was made in Item ZC-9-98SP, and that was also subsequently approved.
- The zoning ordinance requires auto dealerships that want to locate in the C-17L Zoning District to be approved by a special use permit. In the C-17 Zoning District, auto dealerships are allowed as a permitted use.
- All uses located in the C-17L and the C-17 zoning districts are required to meet the City's Commercial Design standards. The applicant has indicated that they would like to expand the existing auto dealership into the vacant northern portion of the subject property.
- The applicant is aware that site improvements, commercial design standards, and paving of display lots and maneuvering areas are required in order to expand into the vacant portion of the property.
- Mr. Behary stated that the Comprehensive Plan designation for the property is US 95 Corridor.
- He noted the various Comprehensive Plan goals and objectives that might apply for the project.
- He referenced the various staff comments located in the staff report indicating that all departments don't have any issues with the project.
- He stated that there were no conditions.

Mr. Behary concluded his presentation.

Commission Comments:

Commissioner Ingalls asked if staff did a project review with the applicant. Mr. Behary answered that they did.

Commissioner Ingalls asked why the applicant chose to do a zone change rather than a Special Use Permit. Mr. Behary explained that if the applicant wanted to do an expansion or something else, they would have to come back through the public hearing process. With a zone change to C-17, that use is already allowed so if they wanted to do an expansion they would not have to come back to the City for approval.

Commissioner Ingalls stated that the benefits of a special use permit are tied to a specific use, rather than approving a "full blown" C-17, which lists many uses that may not be desirable. Mr. Behary responded that was correct.

Commissioner Luttrupp asked what are the C-17 properties in the area. Mr. Behary said there are C-17 properties to the north, south and west of the properties.

Commissioner Mandel said that she had the same concerns as Commissioner Ingalls and that the answer was clarified by staff.

Public testimony open.

Drew Dittman, Applicant, provided the following statements:

- He stated that the property is off of Crown Avenue, just off of Highway 95 north of Super One Foods, and that he is asking for a zone change from C17 L to C-17.
- He added that as long as he has lived here, the property has been either an auto or RV sales for as long as he can remember
- He stated that Nissan has recently purchased the property with the intent to expand the dealership to the north in the future.
- He explained the reason for choosing a zone change over a Special Use Permit is that auto dealerships are not allowed in C-17L, but are allowed in C-17. He added that by choosing a special use permit, if the applicant intended to expand they would have to do another public hearing, but with a zone change that is not required.
- He commented that they recently did a project review where traffic was discussed and it is not an issue.
- He stated that he thinks it is a fairly straightforward request.

The applicant concluded his presentation.

Commission Comments:

Commissioner Ingalls said he understands if the goal is to legitimize the auto dealership and enable expansion for auto sales, which could be done with a special use permit. He added that in the future the property could be sold and another type of use could be put on the property that is allowed in C-17.

Mr. Dittman explained that a special use permit is only good for a year and if the applicant wanted to expand they would have to come back for approval from the Planning Commission. Mr. Behary explained that once a special use permit is granted, the applicant has a year to prove that he is doing something on the property and, if not, would need to get an extension. He concurred that if there was to be an expansion which was not part of the original special use permit, the applicant would have to go back through the public hearing process.

Commissioner Luttrupp asked if staff has received any public comments for the property. Mr. Behary replied that none were received.

Public testimony closed.

Discussion:

Commissioner Fleming said that she concurred with Commissioner Ingalls that by approving the property as s C-17, it would leave them “wide open” to other undesirable uses on the property.

Commissioner Ingalls said that he thinks it's a great fit, but is not sure if the zone change is the right tool to use to get there.

Commissioner Mandel replied that she feels the property is compatible.

Commissioner Ingalls said that he is comfortable with the property as a car dealership and a possible expansion and asked why it couldn't be done by using a special use permit. He explained that if the zone change is approved as a C-17, it could open up the parcel to all uses allowed in the C-17 zoning district that might not be compatible.

Commissioner Rumpler noted that from Kathleen to Dalton is “auto dealer row” and she is comfortable with that particular area that has become dedicated to auto sales and service. He said that she doesn't see another alternative use for the property and doesn't see a need for a special use permit.

Chairman Messina noted on a map showing the property the connecting streets getting to the property and commented that it looks like the only entrance to the property is off of Crown Avenue. He asked if, in the future, there will be other entrances to the property like the other dealerships in the area.

Mr. Behary noted on the map the different access points to the property of all of the dealerships which have to exit 95 to get to them.

Commissioner Ingalls concurred that the property will probably remain a car dealership and thought there might be another tool to use so the property would not be allowed for any undesirable uses in the future which are allowed within the C-17 zoning designation.

Motion by Rumpler, seconded by Mandell , to approve Item ZC-1-20. Motion approved.

ROLL CALL:

Commissioner Fleming	Voted	Aye
Commissioner Ingalls	Voted	Aye
Commissioner Mandel	Voted	Aye
Commissioner Luttrupp	Voted	Aye
Commissioner Rumpler	Votes	Aye
Commissioner Ward	Voted	Aye

Motion to approve carried by a 6 to 0 vote.

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

ZC-1-20

A. INTRODUCTION

This matter having come before the Planning Commission on, April 14, 2020, and there being present a person requesting approval of ZC-1-20, a request for a zone change from C-17L to C-17 zoning district

APPLICANT: ZANETTI BROS, INC.

LOCATION: +/- 6.2 ACRE PORTION OF A PARCEL LOCATED AT 4301 N. CROWN AVENUE

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

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

- B1. That the existing land uses are Residential and Commercial.
- B2. That the Comprehensive Plan Map designation is U.S 95 Corridor.
- B3. That the zoning is C-17L.
- B4. That the notice of public hearing was published on, March 25, 2020, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on, April 6, 2020, which fulfills the proper legal requirement.
- B6. That notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property.
- B7. That public testimony was heard on April 14, 2020.

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

Goal #1: Natural Environment

environment and enhance the beauty of Coeur d'Alene.

Objective 1.12 - Community Design:

Support the enhancement of existing urbanized areas and discourage sprawl.

Objective 1.14 - Efficiency:

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

Goal #2: Economic Environment

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

Objective 2.01 – Business Image & Diversity:

Welcome and support a diverse mix of quality professional, trade, business, and services industries, while protecting existing uses of these types from encroachment by incompatible land uses.

B9. That public facilities and utilities are available and adequate for the proposed use. This is based on the staff report and that all city services are available to the property

B10. That the physical characteristics of the site do make it suitable for the request at this time because the topography is flat.

B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, and existing land uses because Kathleen can handle the additional traffic

C. ORDER: CONCLUSION AND DECISION

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

Special conditions applied are as follows:

None.

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

ROLL CALL:

Commissioner Fleming	Voted Yes
Commissioner Ingalls	Voted Yes
Commissioner Luttrupp	Voted Yes
Commissioner Mandel	Voted Yes
Commissioner Rumpler	Voted Yes
Commissioner Ward	Voted Yes

Motion to approve carried by a 6 to 0 vote.



CHAIRMAN TOM MESSINA

City Council Meeting



City of
Coeur d'Alene
IDAHO


May 19, 2020

1

ZC-1-20 Zone change from C-17L to C-17
4301 N Crown Avenue +/- 6.2 Acres

<p><u>APPLICANT:</u> Zanetti Bros, Inc. PO Box 928 Osburn, ID 83849</p>	<p><u>ENGINEER:</u> Lake City Engineering, Inc. 126 E. Poplar Avenue Coeur d'Alene, ID 83814</p>
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REQUEST:
Zone change from C-17L (C-17 Commercial Limited) to C-17 (Commercial at 17 units/acre) zoning district.



2

ZC-1-20 Zone change from C-17L to C-17
4301 N Crown Avenue +/- 6.2 Acres

LOCATION:

Property is located at 4301 N Crown Avenue

LEGAL NOTICE:

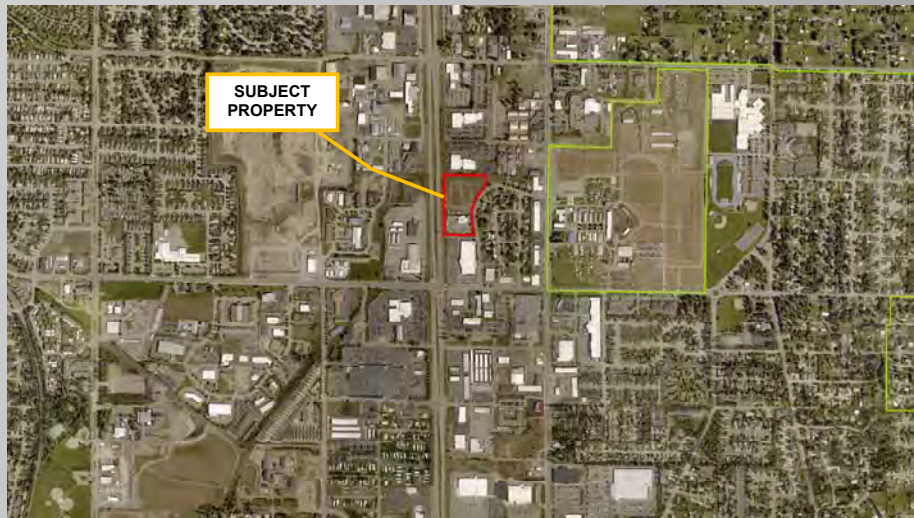
Published in the CDA Press on May 2, 2020



3

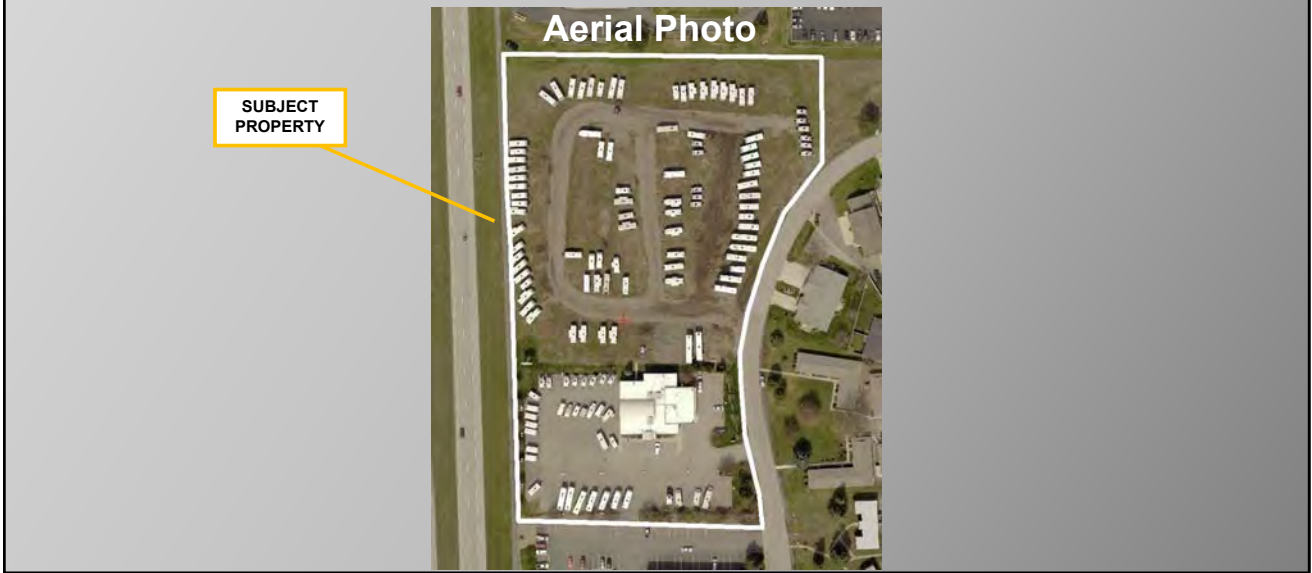
ZC-1-20 Zone change from C-17L to C-17
4301 N Crown Avenue +/- 6.2 Acres

Location Map



4

ZC-1-20 Zone change from C-17L to C-17
4301 N Crown Avenue +/- 6.2 Acres



5

ZC-1-20 Zone change from C-17L to C-17
4301 N Crown Avenue +/- 6.2 Acres



6

ZC-1-20 Zone change from C-17L to C-17
4301 N Crown Avenue +/- 6.2 Acres

Birds Eye - View



7

ZC-1-20 Zone change from C-17L to C-17
4301 N Crown Avenue +/- 6.2 Acres

Applicant's Exhibit



8

ZC-1-20 Zone change from C-17L to C-17
4301 N Crown Avenue +/- 6.2 Acres

Finding #B8:

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

Finding #B9:

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

Finding #B10:

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

Finding #B11:

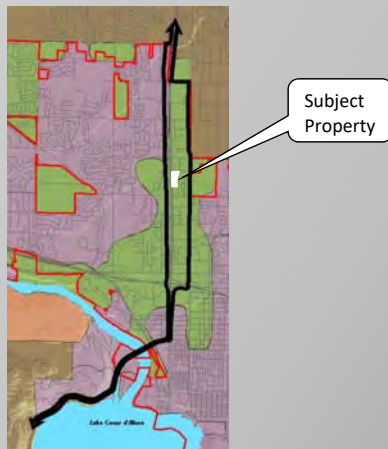
That the proposal (would) (would not) adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, (and) (or) existing land uses.

9

ZC-1-20 Zone change from C-17L to C-17
4301 N Crown Avenue +/- 6.2 Acres

Finding #B8:

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



2007 Comprehensive Plan:

US 95 Corridor

Legend
City Land Use Categories
by color:

- Stable established
- Transition
- Urban reserve

N
↑



10

ZC-1-20 Zone change from C-17L to C-17
4301 N Crown Avenue +/- 6.2 Acres

COMPREHENSIVE PLAN OBJECTIVES:

Objective 1.12 Community Design:

Support the enhancement of existing urbanized areas and discourage sprawl.

Objective 1.14 Efficiency:

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

Objective 2.01 – Business Image & Diversity:

Welcome and support a diverse mix of quality professional, trade, business, and services industries, while protecting existing uses of these types from encroachment by incompatible land uses.

11

ZC-1-20 Zone change from C-17L to C-17
4301 N Crown Avenue +/- 6.2 Acres

Finding #B9:

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

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



12

ZC-1-20 Zone change from C-17L to C-17
4301 N Crown Avenue +/- 6.2 Acres

Finding #B9: Continued

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

STREETS:

The subject property is bordered by US-95 to the west and Crown Avenue to the east. Crown Avenue must be improved to City standards along the entire frontage including sidewalk, swales, curb, and gutter with any construction on the property. The Streets & Engineering Department has no objection to the zone change as proposed.

- Submitted by Chris Bosley, City Engineering



13

ZC-1-20 Zone change from C-17L to C-17
4301 N Crown Avenue +/- 6.2 Acres

Finding #B10:

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

PHYSICAL CHARACTERISTICS:

The site is generally flat with a slight drop in elevation towards the north and west part of the property. There are no topographical or physical constraints that would make the subject property unsuitable to change the zoning from C-17L to C-17.



14

ZC-1-20 Zone change from C-17L to C-17
4301 N Crown Avenue +/- 6.2 Acres

Topographic Map



15

ZC-1-20 Zone change from C-17L to C-17
4301 N Crown Avenue +/- 6.2 Acres

Site Photo - 1



16

ZC-1-20 Zone change from C-17L to C-17
4301 N Crown Avenue +/- 6.2 Acres

Site Photo - 2



17

ZC-1-20 Zone change from C-17L to C-17
4301 N Crown Avenue +/- 6.2 Acres

Site Photo - 3



18

ZC-1-20 Zone change from C-17L to C-17
4301 N Crown Avenue +/- 6.2 Acres

Site Photo - 4



19

ZC-1-20 Zone change from C-17L to C-17
4301 N Crown Avenue +/- 6.2 Acres

Site Photo - 5



20

ZC-1-20 Zone change from C-17L to C-17
4301 N Crown Avenue +/- 6.2 Acres

Finding #B11:

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

Traffic:

The nearby Kathleen Avenue and Government Way have the available capacity to accommodate additional traffic generated from the subject site, but access in and out of Crown Ave could be slightly more congested during peak hours and could be challenging for left turns. The Streets & Engineering Department has no objection to the zone change as proposed.

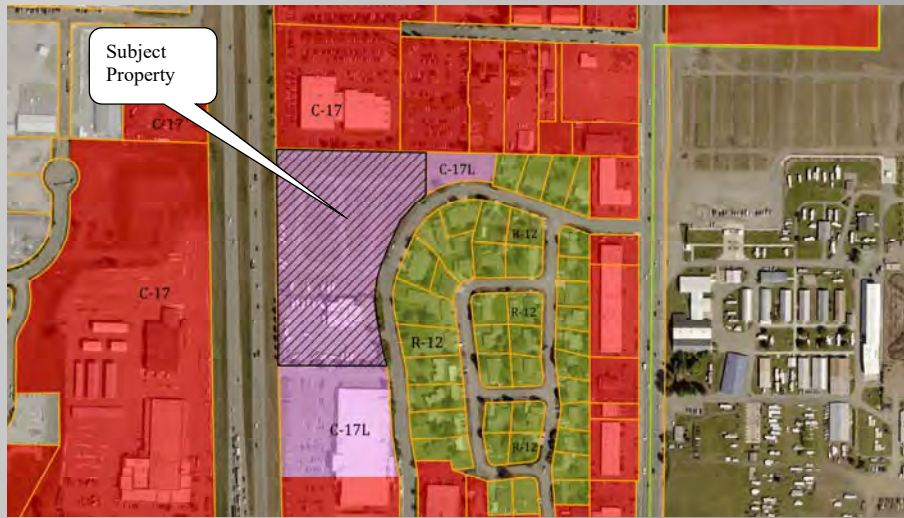
-Submitted by Chris Bosley, City Engineer

Full staff comments on page 12 of the Staff Report

21

ZC-1-20 Zone change from C-17L to C-17
4301 N Crown Avenue +/- 6.2 Acres

Zoning Map



22

ZC-1-20 Zone change from C-17L to C-17
4301 N Crown Avenue +/- 6.2 Acres

Proposed C-17 Zoning District:

The C-17 district is intended as a broad spectrum commercial district that permits limited service, wholesale/retail and heavy commercial in addition to allowing residential development at a density of seventeen (17) units per gross acre.

This district should be located adjacent to arterials; however, joint access developments are encouraged.



23

ZC-1-20 Zone change from C-17L to C-17
4301 N Crown Avenue +/- 6.2 Acres

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

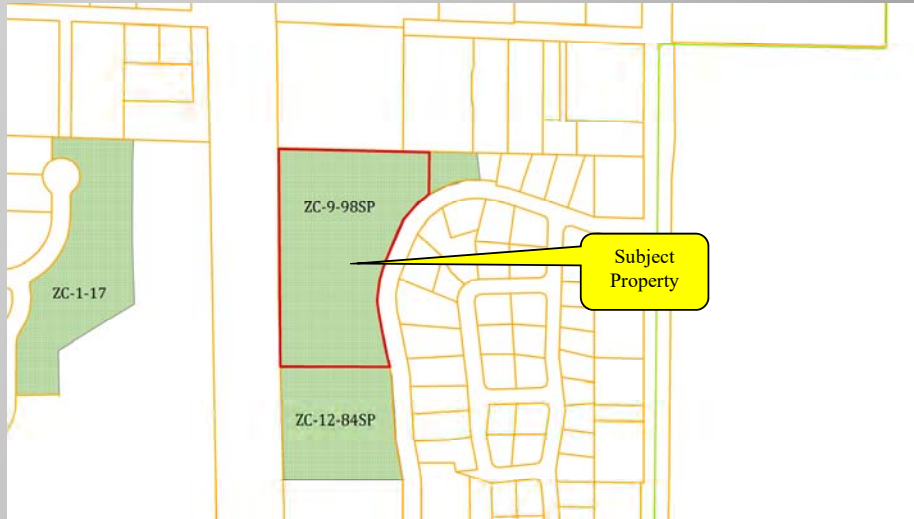
- Administrative offices.
- Automobile sales.
- Banks and financial institutions.
- Business supply retail sales.
- Business support service.
- Commercial kennel.
- Department stores.
- Farm equipment sales.
- Food and beverage stores
- General construction service.
- Home furnishing retail sales.
- Hospitals/healthcare.
- Hotel/motel.
- Juvenile offenders facility.
- Ministorage facilities.
- Professional offices.
- Retail gasoline sales.
- Specialty retail sales.
- Veterinary office



24

ZC-1-20 Zone change from C-17L to C-17
4301 N Crown Avenue +/- 6.2 Acres

Zone Changes - Map



25

ZC-1-20 Zone change from C-17L to C-17
4301 N Crown Avenue +/- 6.2 Acres

Land Use Map



26

ZC-1-20 Zone change from C-17L to C-17
4301 N Crown Avenue +/- 6.2 Acres

DECISION POINT: Zone Change

Provide a decision regarding the proposed zone change from C-17L (Commercial Limited) to C-17 (Commercial at 17 units/acre) on approximately 6.2 acres.



27

ZC-1-20 Zone change from C-17L to C-17
4301 N Crown Avenue +/- 6.2 Acres

ACTION ALTERNATIVES:

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

- Approve
- Deny
- Deny without prejudice.



28

ZC-1-20 Zone change from C-17L to C-17
4301 N Crown Avenue +/- 6.2 Acres



ORDINANCE NO. _____
COUNCIL BILL NO. 20-1007

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 C-17L TO C-17, SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: +/- 6.2 ACRE PORTION OF A PARCEL LOCATED AT 4301 N. CROWN 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.

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

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

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

Lots 3 and 4, Block 1 of Coeur d'Alene first Addition filed in Book E. of Plats at Page 197, Records of Kootenai County, Idaho, lying in the southeast quarter of Section 35, Township 51 North, Range 4 West, B.M., Coeur d'Alene, Kootenai County, Idaho and more commonly known as 4301 N. Crown Avenue

is hereby changed and rezoned from C-17L to C-17.

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

SECTION 3. That the Planning Director is hereby instructed to make such change and amendment on the official Zoning Map of the City of Coeur d'Alene, and shall make an electronic copy available on the City's website.

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

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

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on May 19th, 2020.

APPROVED this 19th day of May 2020.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____

Zone Change – ZC-1-20
+/- 6.2 ACRE PORTION OF A PARCEL
LOCATED AT 4301 N. CROWN AVENUE

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 C-17L TO C-17, SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: +/- 6.2 ACRE PORTION OF A PARCEL LOCATED AT 4301 N. CROWN AVENUE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am a Chief Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, ZC-1-20, 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 19th day of May, 2020.

Randall R. Adams, Chief Civil Deputy City Attorney

CITY COUNCIL MEETING

STAFF REPORT

DATE: May 19, 2020
FROM: Dennis J. Grant, Streets & Engineering Project Manager
SUBJECT: **V-20-02, Vacation of Lilac Lane right-of-way located in the Final Plat of Foss Addition in the City of Coeur d'Alene.**

DECISION POINT

The applicant, Lilac Glen, LLC, is requesting the vacation of right-of-way located in the final plat of Foss Addition. The general location is east of I-90 and approximately 800' feet north of Sherman Avenue.

HISTORY

The requested right-of-way was originally dedicated to the City of Coeur d'Alene in the Foss Addition plat in 1957.

FINANCIAL ANALYSIS

The vacation of the requested right-of-way would not have any financial impact on the City.

PERFORMANCE ANALYSIS

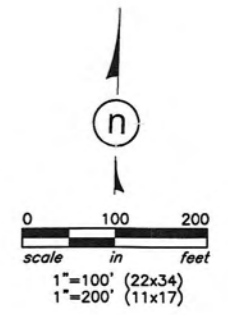
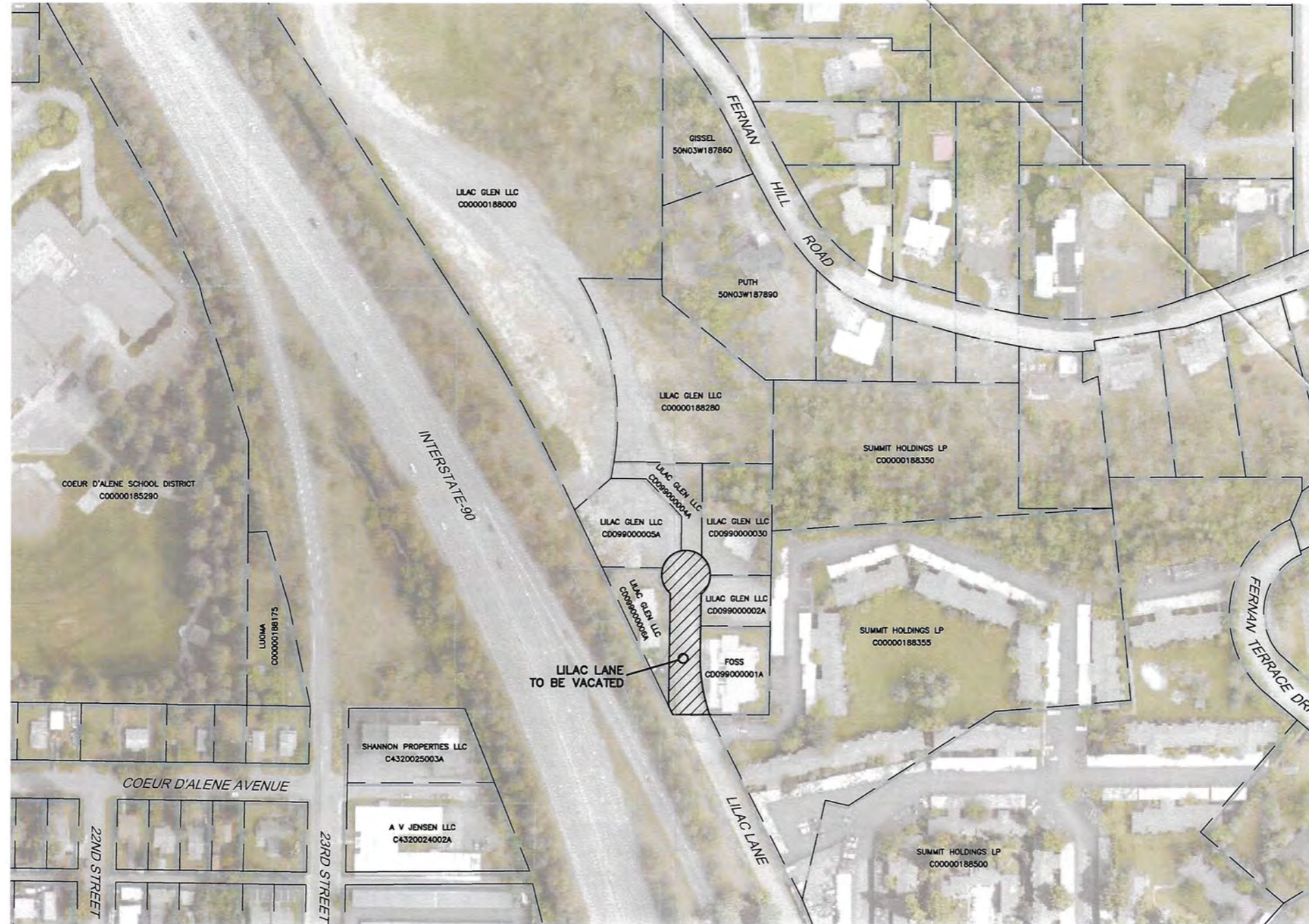
The purpose of this request is to vacate Lilac Lane as recorded on the plat of Foss Addition. This will allow the developer of the Lilac Glen Subdivision to proceed with the recordation of their final plat. The reason for the requested right-of-way vacation is to reconfigure Lilac Lane thru the Lilac Glen Subdivision plat. The Development Review Team was informed about this vacation.

RECOMMENDATION

City Council should approve the vacation action per Idaho Code Section 50-1306 and to vacate the property to the applicant, Lilac Glen, LLC.

LILAC LANE RIGHT OF WAY VACATION

A parcel of land located in Section 18, Township 50 North, Range 03 West,
Boise Meridian, Kootenai County, City of Coeur d'Alene, Idaho



SURVEYORS • ENGINEERS
7600 N. Mineral Dr., Ste. 900
Coeur d'Alene, Idaho 83815
Phone: (208) 772-6600
Fax: (208) 772-6619
www.h2survey.com

SURVEYED	H2
DESIGNED	H2
DRAWN	SLM
CHECKED	SLM



REVISIONS

LILAC LANE
RIGHT-OF-WAY VACATION EXHIBIT
CITY OF COEUR D'ALENE, IDAHO

EXHIBIT ONLY

SHEET #	exhibit
PROJECT #	2014-210
DATE	4-17-2020

LILAC GLEN

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK _____, PAGE _____
INSTRUMENT # _____

BASIS OF BEARINGS

THE WEST LINE OF THE SOUTH EAST QUARTER OF SECTION 18, BEARS NORTH 00°48'00" WEST 2683.50 FEET, AS SHOWN ON R2.

RECORD INFORMATION

- R1 - PLAT OF FOSS ADDITION, RECORDS OF KOOTENAI COUNTY, IDAHO, RECORDED AT BOOK D, PAGE 99 OF PLATS
- R2 - RECORD OF SURVEY, BOOK 27, PAGE 140, INSTRUMENT #2335096000, RECORDS OF KOOTENAI COUNTY, IDAHO
- D1 - WARRANTY DEED RECORDED UNDER INSTR. NO. 2676322000, RECORDS OF KOOTENAI COUNTY, IDAHO

LINE TABLE

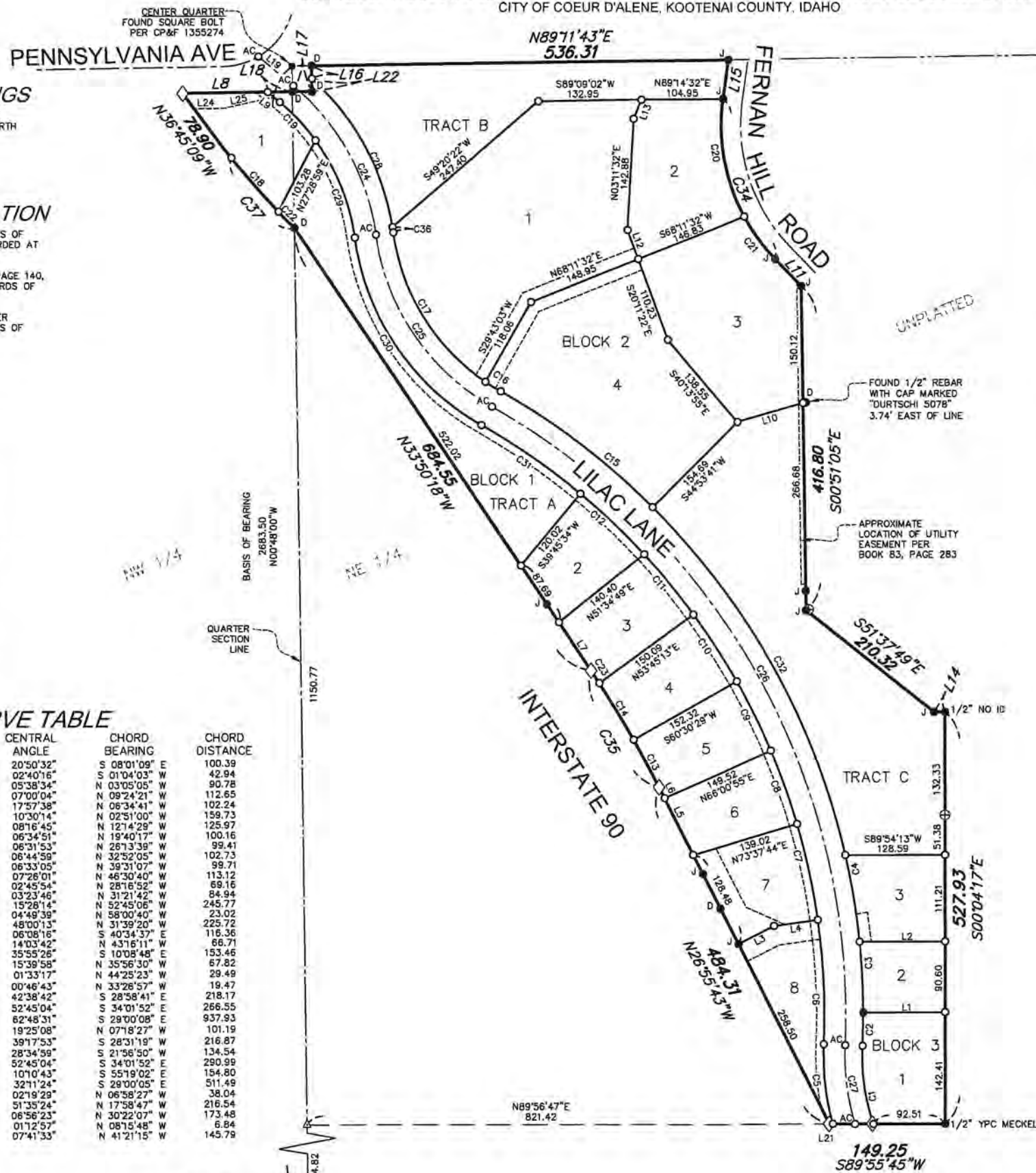
LINE	BEARING	DISTANCE
L1	S 89°54'02" W	105.54
L2	S 89°55'36" W	110.31
L3	N 63°17'07" E	51.00
L4	N 82°12'52" E	56.88
L5	S 26°55'43" E	81.56
L6	S 26°55'43" E	15.77
L7	N 33°50'18" W	74.84
L8	S 89°12'42" W	109.31
L9	N 50°18'02" W	20.19
L10	N 73°59'44" E	87.53
L11	N 43°52'56" W	48.05
L12	N 20°06'09" W	39.58
L13	N 22°16'55" W	26.36
L14	N 89°47'57" E	14.17
L15	S 07°54'42" W	50.36
L16	N 00°48'00" W	16.34
L17	N 89°19'33" E	24.93
L18	N 89°08'51" E	31.87
L19	S 50°18'02" E	58.45
L20	N 81°51'48" E	15.00
L21	N 89°55'45" E	4.49
L22	N 00°48'00" W	16.96
L23	N 36°45'09" W	24.71
L24	N 89°12'24" E	37.90
L25	N 77°36'28" E	66.10

CURVE TABLE

CURVE	ARC DISTANCE	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE
C1	100.94	277.50	20°50'32"	S 08°01'09" E	100.39
C2	42.94	921.08	02°40'16"	S 01°04'03" W	42.94
C3	90.81	922.14	05°38'34"	N 03°05'05" W	90.78
C4	112.72	922.50	07°00'04"	N 09°24'21" W	112.65
C5	102.86	327.50	17°57'38"	N 06°34'41" W	102.24
C6	159.98	872.50	10°30'14"	N 02°51'00" W	159.73
C7	128.07	872.50	08°16'45"	N 12°14'29" W	125.97
C8	100.21	872.50	06°34'51"	N 19°40'17" W	100.16
C9	99.46	872.50	06°31'53"	N 26°13'39" W	99.41
C10	102.79	872.50	06°44'59"	N 32°52'05" W	102.73
C11	99.76	872.50	06°33'05"	N 39°31'07" W	99.71
C12	113.20	872.50	07°26'01"	N 46°30'40" W	113.12
C13	89.16	1433.20	02°45'54"	N 28°16'52" W	89.16
C14	84.95	1433.20	03°23'46"	N 31°21'42" W	84.94
C15	246.52	912.99	15°28'14"	N 52°45'06" W	245.77
C16	23.03	273.31	04°49'39"	N 58°00'40" W	23.02
C17	232.46	277.46	48°00'13"	N 31°39'20" W	225.72
C18	116.41	1086.70	06°08'16"	S 40°34'37" E	116.36
C19	66.88	272.50	14°03'42"	N 43°16'11" W	66.71
C20	156.00	248.81	35°55'26"	S 10°08'48" E	153.46
C21	68.03	248.81	15°39'58"	N 35°56'30" W	67.82
C22	29.49	1086.70	01°33'17"	N 44°25'23" W	29.49
C23	19.47	1433.20	00°46'43"	N 33°26'57" W	19.47
C24	223.29	300.00	42°38'42"	S 28°58'41" E	218.17
C25	278.20	300.00	52°45'04"	S 34°01'52" E	266.55
C26	986.60	900.00	62°48'31"	S 29°00'08" E	937.93
C27	101.68	300.00	18°25'08"	N 07°18'27" W	101.19
C28	221.18	322.50	39°17'53"	S 28°31'19" W	216.87
C29	135.94	272.50	28°34'59"	S 21°56'50" W	134.54
C30	301.52	327.50	52°45'04"	S 34°01'52" E	290.99
C31	155.00	872.50	10°10'43"	S 55°19'02" E	154.80
C32	518.28	922.50	32°11'24"	S 29°00'05" E	511.49
C33	38.04	937.50	02°19'29"	N 06°58'27" W	38.04
C34	224.03	248.81	51°35'24"	N 17°58'47" W	216.54
C35	173.59	1433.20	08°56'23"	N 30°22'07" W	173.48
C36	6.84	322.50	01°12'57"	N 08°15'48" W	6.84
C37	145.90	1086.70	07°41'33"	N 41°21'15" W	145.79



QUARTER CORNER
FOUND 2.5" ZINC
CAP PLS 772 PER
CP&F 2032368000



LEGEND

- △ = CALCULATED POINT (NOTHING FOUND OR SET)
- = FOUND 5/8" REBAR WITH PLASTIC CAP MARKED "H2 PLS 12110" (UNLESS OTHERWISE NOTED)
- = FOUND 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 12463"
- = FOUND 1/2" REBAR WITH PLASTIC CAP MARKED "DURTSCHI 5078"
- = FOUND 2 1/2" ZINC CAP
- ◇ = FOUND 3 1/2" IDAHO STATE HIGHWAY RIGHT OF WAY BRASS CAP
- ⊕ = FOUND 3/4" IRON PIPE
- = FOUND SQUARE BOLT
- = SET 5/8" X 30" REBAR WITH CAP MARKED "H2 PLS 12110"
- = SET 5/8" X 30" REBAR WITH 2" ALUMINUM CAP MARKED "H2 PLS 12110"
- AC ○ = SET 5/8" X 30" REBAR WITH 2" ALUMINUM CAP MARKED "H2 PLS 12110"
- = BOUNDARY LINE
- = LOT LINE
- = SECTION LINE
- = QUARTER SECTION LINE
- - - = EASEMENT LINE

PROFESSIONAL LAND SURVEYOR
STATE OF IDAHO
SHERRITA A. BAGLEY

0 100 200
scale in feet
1"=100'

7600 N. MINERAL DR., STE. 900 COEUR D'ALENE ID. 83815
PHONE: (208) 772-8600 + FAX: (208) 772-6619
WWW.H2SURVEY.COM

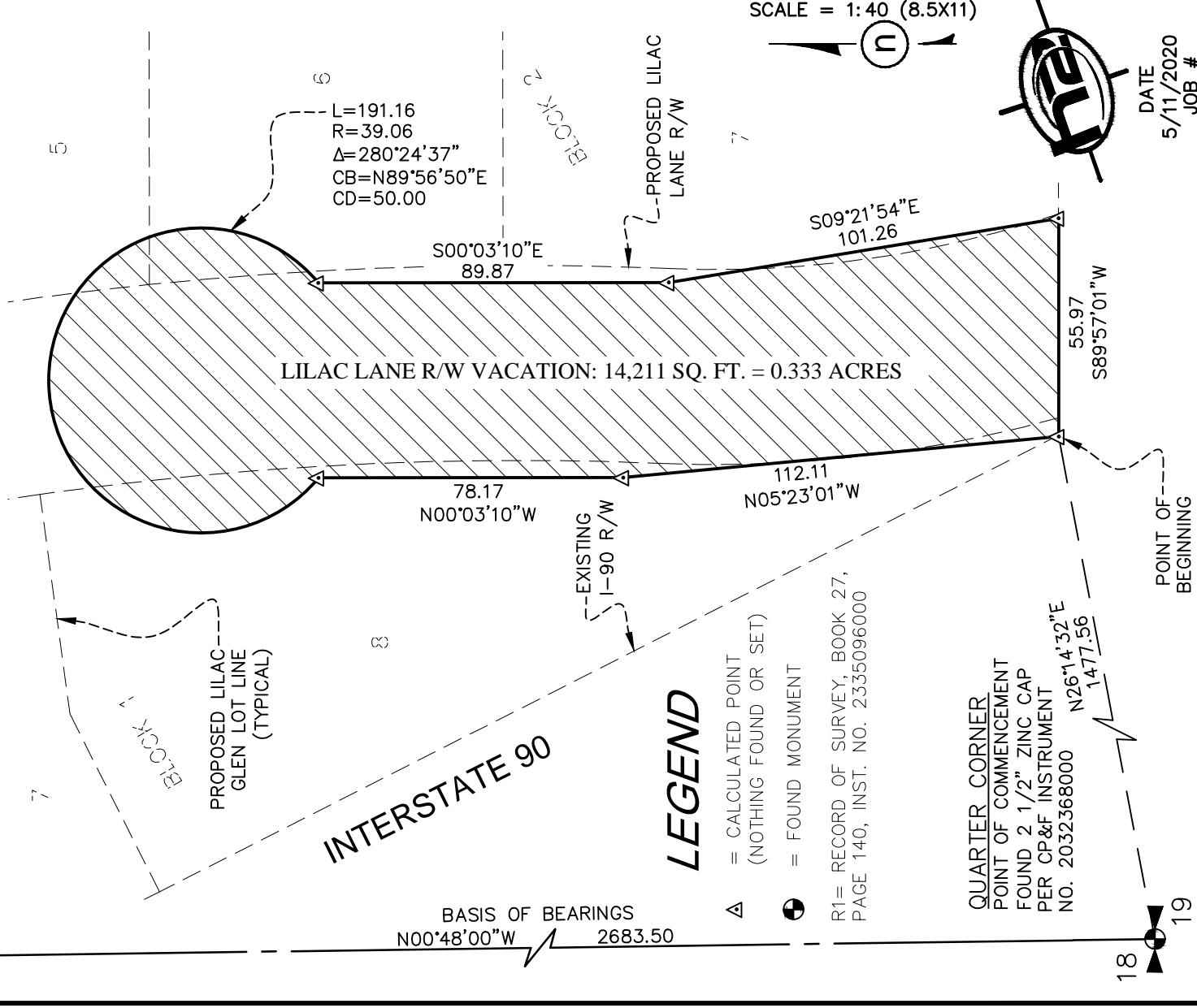
DATE: OCTOBER, 2018
PROJECT NUMBER: 2014-210

SHEET 1 OF 4

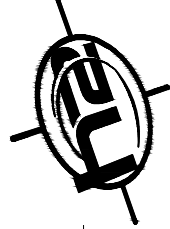
**LILAC LANE
RIGHT-OF-WAY VACATION EXHIBIT**

CITY OF COEUR D'ALENE, IDAHO
SE 1/4 SEC. 18, TWN. 50 N., RNG. 3 W., B.M.

CENTER CORNER
FOUND 3 1/4" ALUM.
CAP PER CP&F
INSTRUMENT NO.
2594310000



SCALE = 1:40 (8.5X11)



DATE
5/11/2020
JOB #
2014-210

LILAC LANE R/W VACATION: 14,211 SQ. FT. = 0.333 ACRES

INTERSTATE 90

LEGEND

- ▲ = CALCULATED POINT (NOTHING FOUND OR SET)
- = FOUND MONUMENT

R1= RECORD OF SURVEY, BOOK 27,
PAGE 140, INST. NO. 2335096000

QUARTER CORNER
POINT OF COMMENCEMENT
FOUND 2 1/2" ZINC CAP
PER CP&F INSTRUMENT
NO. 2032368000

POINT OF BEGINNING

BASIS OF BEARINGS
N00°48'00"W 2683.50

ORDINANCE NO. _____
COUNCIL BILL NO. 20-1008

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, VACATING LILAC LANE RIGHT-OF-WAY, GENERALLY DESCRIBED AS A PARCEL OF LAND LOCATED IN THE FINAL PLAT OF FOSS ADDITION IN THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after public hearing, the City Council finds it to be in the best interests of the City of Coeur d'Alene and the citizens thereof that said right-of-way be vacated; NOW, THEREFORE,

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

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

Legal description and drawing, attached as Exhibits "A & B"

be and the same is hereby vacated.

SECTION 2. That said vacated right-of-way shall revert to the adjoining property owners to the west.

SECTION 3. That the existing right-of-way, easements, and franchise rights of any lot owners, public utility, or the City of Coeur d'Alene shall not be impaired by this vacation, as provided by law, and that the adjoining property owners shall in no manner place any obstruction over any public utilities.

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

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

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an ordinance of the City of Coeur d' Alene at a regular session of the City Council on May 19, 2020.

APPROVED by the Mayor this 19th day of May, 2020.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. ____
V-20-02, LILAC LANE RIGHT-OF-WAY VACATION

The City of Coeur d'Alene, Idaho hereby gives notice of the adoption of Coeur d'Alene Ordinance No. ____, vacating Lilac Lane right-of-way.

Such right-of-way is more particularly described as follows:

Attached Exhibits "A" & "B" are on file in the City Clerk's Office

The ordinance further provides that the ordinance shall be effective upon publication of this summary. The full text of the summarized Ordinance No. ____ is available at Coeur d'Alene City Hall, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814 in the office of the City Clerk.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am Chief Civil Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. ____, V-20-02, Lilac Lane right-of-way vacation 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 19th day of May, 2020.

Randall R. Adams, Chief Civil Deputy City Attorney

EXHIBIT 'A'

Lilac Lane
Right-of-Way Vacation
Legal Description

*Book D of Plats at Page 99, Records
of Kootenai County*

Lilac Lane Right-of-Way located in the final plat of FOSS ADDITION in the Southeast Quarter of Section 18, Township 50 North, Range 3 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

Commencing at the southwest corner of the Southeast Quarter of said Section 18, from which the northwest corner of the Southeast Quarter, bears North 00° 48' 00" West, a distance of 2,683.50, as shown on the Record of Survey, as recorded in Book 27, Page 140, records of Kootenai County, Idaho;

thence North 26° 14' 32" East, a distance of 1,477.56 feet to the **Point of Beginning**;

thence North 05° 23' 01" West, a distance of 112.11 feet;

thence North 00° 03' 10" West, a distance of 78.17 feet to the beginning of a non-tangent curve to the right, having a chord bearing of North 89° 56' 50" East, a chord distance of 50.00 feet;

Continuing along said non-tangent curve to the right with a radius of 39.06 feet, through a central angle of 280° 24' 37", an arc distance of 191.16 feet;

thence South 00° 03' 10" East, a distance of 89.87 feet;

thence South 09° 21' 54" East, a distance of 101.26 feet;

thence South 89° 57' 01" West, a distance of 55.97 feet to the **Point of Beginning**;

Containing 14,211 square feet or 0.333 acres, more or less.

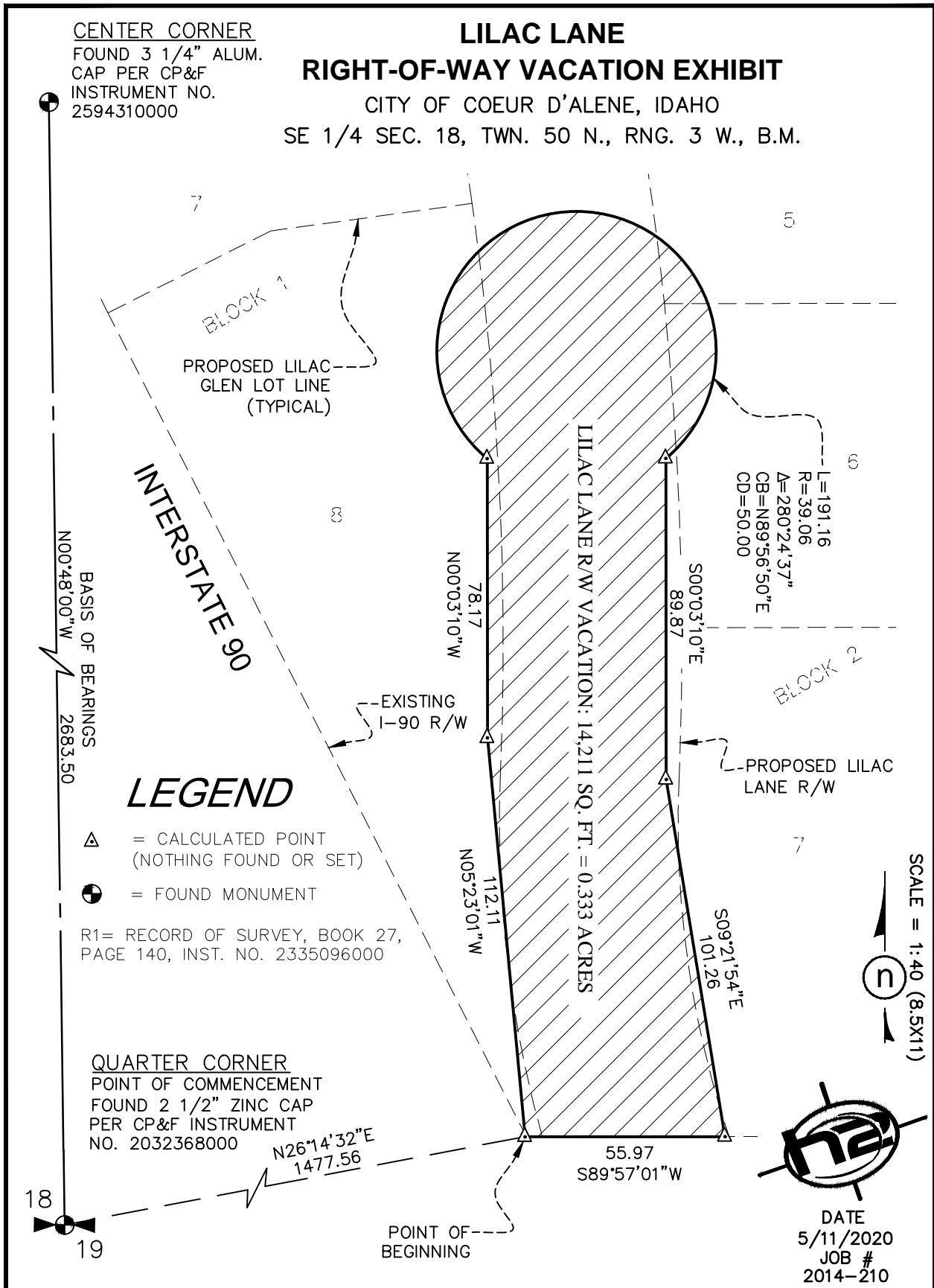
END OF DESCRIPTION
Prepared by this office:
h2 Surveying, LLC

[Corrected legal description to be provided
at City Council meeting]



JB 4/20/2020

Exhibit "B"



CENTER CORNER
 FOUND 3 1/4" ALUM.
 CAP PER CP&F
 INSTRUMENT NO.
 2594310000

LILAC LANE RIGHT-OF-WAY VACATION EXHIBIT

CITY OF COEUR D'ALENE, IDAHO
 SE 1/4 SEC. 18, TWN. 50 N., RNG. 3 W., B.M.

INTERSTATE 90

LEGEND

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(NOTHING FOUND OR SET)
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- R1= RECORD OF SURVEY, BOOK 27,
 PAGE 140, INST. NO. 2335096000

QUARTER CORNER
 POINT OF COMMENCEMENT
 FOUND 2 1/2" ZINC CAP
 PER CP&F INSTRUMENT
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DATE
 5/11/2020
 JOB #
 2014-210