

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

AGENDA

VISION STATEMENT

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

NOTE: The City is utilizing Governor Little's Stage 3 Rebound Idaho guidance for its public meeting. As such, we are abiding by the social distancing standard of 6' within the physical meeting room. Therefore, we are still encouraging the public to participate electronically. While participating electronically the public comments will be taken during that section of the meeting by indicating a raised hand through the Zoom meeting application. Public comments will not be acknowledged during any other time in the meeting. Additionally, you may provide written public comments to the City Clerk at renata@cdaid.org any time prior to 4:00 p.m. the day of the meeting.

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

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

November 17, 2020: 6:00 p.m.

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Pastor Stuart Bryan with Trinity Church

C. PLEDGE OF ALLEGIANCE

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

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

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

F. ANNOUNCEMENTS

1. **City Council**
2. **Mayor Appointments** – Teresa Runge to the Arts Commission

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

1. Approval of Council Minutes for the November 3, 2020 Council Meeting.
2. Approval of General Services/Public Works Committee Minutes for November 9, 2020 Meeting.
3. Approval of Bills as Submitted.
4. Approval of Financial Report.
5. Setting of General Services/Public Works Committee meeting for Monday, November 23, 2020 at 12:00 noon.
6. Setting of public hearings for December 15, 2020
 - a. Quasi-judicial - ZC-6-20 - A proposed zone change from R-12 to R-17; at 654 Haycraft Avenue- Applicant: Glen Lanker, Artios LLC
 - b. Quasi-judicial - ZC-7-20 - A proposed zone change from R-12 to LM; at 1609 N. College Way- Applicant: Norman Anderson
7. Approval of SS-20-13 – Stuarts Corner Final Plat

As Recommended by the City Engineer

8. **Resolution No. 20-063** -
 - a. Award of Contract for Purchase of a New Caterpillar 420 Backhoe from Western States Equipment – *pursuant to the purchasing policy adopted via Res. 17-061*
 - b. Approval of Classification Change to City’s Classification and Compensation Plan for the IT Database Application Developer, and Approval of Amendments to Rules 15 and 20 of the Personnel Rules: Corrective/Disciplinary Action & Employment Rule
 - c. Approving a to Coeur d’Alene Symphony in the amount of \$31,250, Inland Northwest Opera in the amount of \$31,250, Coeur d’Alene Summer Theatre in the amount of \$31,250, and Chorale CDA in the amount of \$6,250.

As Recommended by the General Services/Public Works Committee

H. OTHER BUSINESS

1. Grant Award Recommendation and Requested Approval to Enter into Contract Negotiations with Boys and Girls Club of Kootenai County for the Expanded Childcare and Academic Support Program using CDBG-CV Funds.

Staff Report by Chelsea Nesbit, CDBG Specialist

2. COVID Small Business Relief Grant Update

Staff Report by Stephanie Padilla, Accountant

I. PUBLIC HEARING

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

1. Quasi-judicial – A-1-20 - A proposed 7.69-acre annexation from County Agricultural to City R-8; at 7278 Atlas Road - Applicant: Harmony Homes, LLC

Staff Report by: Tami Stroud, Associate Planner

2. Legislative - V-20-03 – Vacation of a portion of Atlas Road right-of-way adjoining the westerly boundary of Tax #25317

Staff Report by: Dennis Grant, Engineering Project Manager

- a. **Council Bill No. 20-1022**– Approving the Vacation of a portion of Atlas Road right-of-way adjoining the westerly boundary of Tax #25317 in the City of Coeur d’Alene.

J. 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

November 17, 2020

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

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

November 3, 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 November 3, 2020 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

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

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

INVOCATION: Pastor Tim Remington from the Altar Church provided the invocation.

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

PUBLIC COMMENTS:

Janette Laster, Coeur d'Alene, noted that she is the Executive Director of the Human Rights Educational Institute and noted how important election day is as one of our fundamental rights. She read a post from a recently retired Library employee named David Townsend. In his post he noted that he is flying his flag today because he is an American and today is the day to express our American democracy. She noted that the mission of the HREI is to celebrate diversity and human rights through education. She noted that their steering committee met this week and drafted seven goals they can begin working on immediately, which she provided in writing to the Council. She asked the Council for their support and approval of their work going forward.

COUNCIL COMMENTS:

Councilmember Miller noted that the Library is currently providing curbside remote service, with no services on Sunday. They have some online programs and services. They will set the service level on a monthly basis and allow the Library 7 days in advance to publish the new schedule. Please visit www.cdavid.org/library to view the most current information. Additionally, she noted that the Arts Commission has approved the performing arts grant and that recommendation should come forward at the next Council Meeting.

Councilmember Wood noted that the Atlas sub-committee met today and talked about phase II. They estimate that the request for proposals will come out in the spring.

CONSENT CALENDAR:

1. Approval of Council Minutes for the October 20, 2020 and October 26, 2020 Council Meetings.
2. Approval of General Services/Public Works Subcommittee Minutes for the October 26, 2020 meeting.
3. Approval of Bills as Submitted.
4. Setting of a Public Hearing on November 17, 2020 for V-20-03 – Vacation of a portion of Atlas Road right-of-way adjoining the westerly boundary of Tax #25317
5. **Resolution No. 20-060-** A RESOLUTION OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE FINAL PLAT, ACCEPTING IMPROVEMENTS, AND ACCEPTING THE MAINTENANCE/WARRANTY AGREEMENT AND SECURITY FOR COEUR D’ALENE PLACE 32ND ADDITION.

MOTION: Motion by McEvers, seconded by Evans, to approve the Consent Calendar as presented, including **Resolution No. 20-060**.

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

AUTHORIZATION OF THE USE OF IMPACT FEES TO IMPROVE THE POLICE DEPARTMENT RECORDS AND INVESTIGATIONS FACILITIES.

STAFF REPORT: Police Chief Lee White explained that this request covers two elements to increase the department’s capacity to serve our community. He noted that they have experienced an increase in walk in contacts since the building was opened and the original front desk area was not designed for ergonomics and efficient communication with our customers. The first part of the request is to install modular office furniture and electronic phone lines which will help facilitate visibility and communication with our customers. The furniture will allow for a better use of space and add an additional full workstation to the area along with two smaller desks to be utilized by volunteers. Currently, customers at the front counter have to raise their voices to speak through a small opening in the security glass. Some of this conversation can be quite graphic and uncomfortable depending on the crime being reported. The phone lines will allow customers to discuss sensitive personal issues without having to use a loud voice through the security glass helping to maintain their privacy and dignity. The second upgrade is to renovate an existing waiting room for the investigations section into a “soft” interview room to better serve victims of crimes and child victims. Included in this would be upgraded IT infrastructure for the interview rooms. We have been working with building maintenance to conduct work in-house and reduce the overall cost of the project. The total cost of the renovation and modular furniture is not expected to exceed \$49,700. Adequate funding exists within the Impact Fee account for this expense, as this account has a current balance of approximately \$406,000.

MOTION: Motion by Gookin, seconded by Miller, to authorize the use of Impact Fees to improve the Police Department Records and Investigations facilities.

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

RESOLUTION NO. 20-061

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH WELCH COMER & ASSOCIATES, INC., FOR THE DESIGN OF LACROSSE AVENUE.

STAFF REPORT: City Engineer Chris Bosley noted that the Four Corners/BLM Corridor Master Plan, approved by City Council in 2014, called for Lacrosse Avenue to extend from Northwest Boulevard to Lakewood Drive, providing access to future park amenities. Subsequently, the Atlas Mill Site traffic study, completed in 2019, recommended a third access point to the Riverstone area as a mitigation measure to reduce traffic congestion. Specifically, the recommendation called for Lacrosse Avenue to extend from Beebe Boulevard to Northwest Boulevard with a traffic signal installed at Northwest Boulevard. In September of this year, ignite cda approved a contribution of up to \$1.8 Million for the design and construction of Lacrosse Avenue. In October of this year, City Council approved acceptance of these funds. Welch Comer is on the City's approved consultant list and this project is viewed as a continuation or subsequent phase of the Four Corners/BLM Corridor Master Plan. This agreement with Welch Comer would enable the design to be completed this fall/winter with bidding and construction beginning in the spring of 2021. The ignite funds must be used this fiscal year as ignite's Lake District is closing in 2021. Selecting Welch Comer for this design is the most efficient and timely option due to the fact that they have completed approximately 95% of the ground survey in the area. This was done at no charge to the City as they were anticipating the need. To complete the entire topo survey, only a minimal amount of additional survey is needed at the NW Blvd/Lacrosse intersection and to pick up any utilities in the corridor. With winter approaching, time available to complete an entire survey is limited. Additionally, with their recent work at the Atlas Mill Site and the BLM Corridor, they have a solid start and understanding of the control network and boundaries at Lacrosse. Finally, they are already under contract with the Parks Department to develop the proposed park and parking lot adjacent to Lacrosse. This project is intended to work seamlessly with the park project.

DISCUSSION: Councilmember McEvers asked if there was a budget for the design work. Mr. Bosley noted that it was included in the \$1.8 Million budget, which covers design and construction. Councilmember Gookin noted that he has received feedback from some citizens about the amount of work Welch Comer receives from the City. He asked what is involved and what steps would be necessary if we had to open a bid. Mr. Bosley noted that since this was an extension of the project they didn't need to go out for request for proposals (RFP). If they had gone out for RFP it would take approximately two weeks to advertise, then they would review and score responses, then it would need to come back to Council for contract approval. All of which would add a month to the project timeline. Normally he would have gone through that process, but with the project timeline, time was of the essence. Councilmember Gookin asked if the code required RFPs. City Attorney Mike Gridley noted that professional services are exempt from the bid process and are negotiated based on qualification not dollar amount.

Councilmember Wood noted that some of the reason you see the same firms is that there was a list of pre-qualified providers.

MOTION: Motion by McEvers, seconded by Miller, to approve **Resolution No. 20-061**, approving a Professional Services Agreement with Welch Comer & Associates, Inc., for the design of Lacrosse Avenue.

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

CHANGE IN CODIFICATION COMPANY

STAFF REPORT: City Attorney Mike Gridley explained Idaho Code §50-906 provides that the ordinances of the City “when so revised, codified, compiled and published in book or pamphlet form by authority of the city need not be printed or published in any other manner.” Until recently the Coeur d’Alene Municipal Code was published by Sterling Codifiers in Weiser, Idaho. In the spring of 2020, Sterling Codifiers was acquired by American Legal Publishing. The Coeur d’Alene Municipal Code is now being published by American Legal Publishing. Because publication of the Municipal Code was assigned to Sterling Codifiers in the Code itself, the change in publishers necessitates an amendment of the Code. In addition, because publishers change from time to time, the Code should allow Council to designate the publisher by Resolution, rather than requiring an ordinance amendment each time.

DISCUSSION: Councilmember McEvers asked if this type of service would need to go out to bid. Mr. Gridley noted that it does not need to be bid and there are not many companies that provide such services.

COUNCIL BILL NO. 20-1019

AN ORDINANCE OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO, AMENDING COEUR D’ALENE MUNICIPAL CODE SECTION 1.01.01 REGARDING PUBLICATION OF THE MUNICIPAL CODE; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY; AND PROVIDING FOR AN EFFECTIVE DATE.

MOTION: Motion by McEvers, seconded by Evans, to dispense with the rule and read **Council Bill No. 20-1019** once by title only.

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

MOTION: Motion by McEvers, seconded by Evans, to adopt **Council Bill 20-1019**.

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

RESOLUTION NO. 20-062

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, DESIGNATING AMERICAN LEGAL PUBLISHING AS THE PUBLISHER OF THE COEUR D'ALENE MUNICIPAL CODE.

MOTION: Motion by McEvers, seconded by Evans to approve **Resolution No. 20-062**, approving American Legal Publishing to be the current codification company of the City.

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

QUASI-JUDICIAL PUBLIC HEARING FOR ZC-2-20 - A PROPOSED ZONE CHANGE FOR 217 W. CARDWELL DRIVE FROM R-12 TO C-17; APPLICANT: THOMAS W. FISHER

STAFF REPORT: Associate Planner Tami Stroud presented the staff report, including a review of surrounding land use and zoning, Comprehensive Plan policies for consideration, physical characteristics, and neighborhood character. She noted that the subject property is located on the north side of I-90 and west of Government Way along Cardwell Drive. There is an existing single-family dwelling unit and an accessory structure on the subject site. The single-family dwelling was originally built in 1960. The pole building was constructed in 1995. The property owner would like to use the accessory structure as a gym, or Commercial Recreation use. Ms. Stroud noted that the following findings will need to be determined: that this proposal (is) (is not) in conformance with the Comprehensive Plan; that public facilities and utilities (are) (are not) available and adequate for the proposed use; that the physical characteristics of the site (do) (do not) make it suitable for the request at this time; that the proposal (would) (would not) adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, (and) (or) existing land uses. She reviewed the findings and noted that it is within a transitional area and that the infrastructure is adequate to meet the request. Development requirements, such as frontage improvement, stormwater management, and site improvements would be due at the time of development.

Mayor Widmyer opened public comments.

APPLICANT: Josh Queen noted that the use of the premise would be for one-on-one personal training. This will be a very small-scale gym training type of use. He noted that they have been working to clean up the property.

DISCUSSION: Councilmember McEvers ask for clarification regarding no through streets in that area. Ms. Stroud noted that A Street dead ends so traffic would use Cardwell Avenue. Councilmember Miller asked for clarification that the property across the street is zoned commercial but has a residential use. Ms. Stroud confirmed that the property across the street has a single-family resident, yet has been rezoned to commercial. Councilmember Gookin is happy to see improvements in that area, and noted that it appears to be an island of residential zoning surrounded by Commercial zones.

MOTION: Motion by McEvers, seconded by Wood to approve ZC-2-20, changing the zoning of property located at 217 W. Cardwell Drive from R-12 to C-17, as requested by Thomas Fischer, and to make the necessary Findings and Order.

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

COUNCIL BILL NO. 20-1020

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 ZONING OF THE FOLLOWING DESCRIBED PROPERTY FROM R-12 TO C-17: A +/- .43 ACRE PORTION OF A PARCEL LOCATED AT 217 W. CARDWELL DRIVE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

MOTION: Motion by McEvers, seconded by Gookin to dispense with the rule and read **Council Bill No. 20-1020** once by title only.

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

MOTION: Motion by McEvers, seconded by Gookin, to adopt **Council Bill 20-1020**.

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

LEGISLATIVE PUBLIC HEARING - V-20-04, VACATION OF A PORTION OF 4TH STREET RIGHT-OF-WAY ADJOINING THE WESTERLY BOUNDARY OF LOTS 9-14 OF THE SIMMS ADDITION TO THE CITY OF COEUR D ALENE

STAFF REPORT: Engineering Project Manager Dennis Grant noted that George Lawrence IV, American Holdings, LLC, has made the request for the vacation of a portion of N. Fourth Street right-of-way that adjoins the westerly boundary of the property on the northeast corner of 4th Street and Poplar Avenue (1802 & 1818 N. 4th Street) in the City of Coeur d'Alene. He noted the requested right-of-way was originally dedicated to the City of Coeur d'Alene in the Amended Plat of Simms Addition in 1905. The purpose of this request is to vacate a 10-foot strip of Fourth Street right-of-way that adjoins the westerly boundary of the abutting property. Fourth Street is developed to its ultimate width in this location and the additional right-of-way can be incorporated into the development of the adjoining property. In addition, the right-of-way width to the north of this property is narrower, preventing future widening without acquisition of additional right-of-way. It would not be a financial impact to the City. He sent out 31 mailings and received one neutral response.

DISCUSSION: Councilmember Gookin asked if the City wanted to expand 4th Street it would not be able to because of the jog in the road. Mr. Grant noted that north of Locust Avenue you can see the jog, as sometime in 1905 they allowed the excess 10 feet. Councilmember McEvers asked if that was the only part of 4th Street that has this constraint. Mr. Grant clarified that it happens again around Poplar Avenue and a bit to the south, but at Harrison Avenue it pops back into alignment. Councilmember Gookin asked if the property owner is planning to build on this area. Mr. Grant confirmed the property owner has a design for the business and wants to maximum use of the land.

PUBLIC COMMENTS: Mayor Widmyer called for public comment, hearing none, closed public comments.

COUNCIL BILL NO. 20-1021

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, VACATING A PORTION OF N. FOURTH STREET RIGHT-OF-WAY IN THE AMENDED PLAT OF SIMMS ADDITION, RECORDED IN BOOK B OF PLATS ON PAGE 57 RECORDED AS PLAT NUMBER 57, RECORDS OF KOOTENAI COUNTY, COEUR D'ALENE, IDAHO, GENERALLY DESCRIBED AS THAT TEN FOOT (10') STRIP ADJOINING THE WESTERLY BOUNDARY OF LOTS 9-14, BLOCK 44 OF SAID PLAT; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

MOTION: Motion by Gookin, seconded by Wood, to dispense with the rule and read **Council Bill No. 20-1021** once by title only.

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

MOTION: Motion by Gookin, seconded by McEvers, to adopt **Council Bill 20-1021**.

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

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

The meeting adjourned at 6:46 p.m.

ATTEST:

Steve Widmyer, Mayor

Renata McLeod, CMC
City Clerk

DRAFT

November 9, 2020
GENERAL SERVICES/PUBLIC WORKS COMMITTEE
MINUTES
12:00 p.m., Library Community Room

COMMITTEE MEMBERS

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

STAFF

Carrie Meek, Customer Support Specialist
Kyle Marine, Water Department Assistant Director
Melissa Tosi, Human Resources Director
Troy Tymesen, City Administrator
Mike Anderson, Wastewater Superintendent
Randy Adams, Chief Civil Deputy City Attorney
Renata McLeod, Director of Municipal Services/City Clerk

Item 1. Approval of Award of Contract for Purchase of a New Caterpillar 420 Backhoe from Western States Equipment.
(Consent Calendar)

Kyle Marine, Water Department Assistant Director, is requesting Council approve a contract for purchase of a new Caterpillar 420 Backhoe from Western States Equipment. Mr. Marine explained in his staff report that the Water Department utilizes the backhoe/loaders in the day to day operations for emergency and routine maintenance operations. This type of equipment is extremely versatile and is the key piece of equipment for underground utility work. The current Caterpillar Backhoe was purchased from Western States Cat in 2010. The Water Dept. budgeted \$110,000 for a replacement backhoe for Fiscal Year 2020-2021. Staff is proposing to piggyback on an existing Sourcewell bid. Sourcewell is a public agency that offers competitively solicited purchasing contracts for products and equipment to member agencies so those members do not have to duplicate the solicitation process.

Mr. Marine asked for approval to award a contract to Western States for a new replacement CAT 420 Backhoe Loader at a purchase price of \$105,932.92.

Councilmember Wood asked Mr. Marine if that is the normal amount they would pay for a Caterpillar and what have they paid in the past? Mr. Marine said the last backhoe they purchased was about \$3,000 less than this and that was about 5 years ago. The life expectancy of a machine is around 10 years. The price hasn't gone up that much since the last purchase. It's about \$35,000 less than if someone in the public went out and purchased one.

MOTION: by Wood, seconded by English, to recommend that Council authorize a contract with Western States Equipment for the purchase of a new 2020 Caterpillar 420 Backhoe in the amount of \$105,932.92. Motion Carried.

DRAFT

Item 2. Approval of Classification Change to City's Classification and Compensation Plan for the IT Database Application Developer, and Approval of Amendments to Rules 15 and 20 of the Personnel Rules: Corrective/Disciplinary Action & Employment Rule.

(Consent Calendar)

Melissa Tosi, Human Resources Director, is requesting Council approve the classification change to the City's current Classification and Compensation Plan, and approve amendments to Rule 15; Corrective/Disciplinary Action and Rule 20; Employment Records. Ms. Tosi explained that they have three changes today, two are actual wording changes in our current personnel rules and one is specific to our classification in compensation plan for one of our IT positions. As far as the position goes, during the budget process, the Municipal Services Director came forward and discussed some of her IT needs and changes with staffing. With that, a new position that was approved by the Council. Part of the plan was to reallocate the IT Database position, IT Network/Administrator position as a supervisor of the IT division which would increase the leveling by 1 pay grade. That was all approved through the budget process but, unfortunately, it did not get changed in the actual budget staffing line item. Ms. Tosi explained that she is coming back for double approval because it's not correct in the budget right now. She is requesting that this position be changed to what it was recommended to be, which is a pay grade 17, a 10 percent increase and would result in about \$8,600 increase for this budget cycle. Ms. Tosi said the Municipal Services Department has current savings in their budget to cover the cost of this. Ms. Tosi added that their IT Network Specialist position came back at a paygrade of 14 instead of a 15 which is savings and we haven't recruited for that position so there is savings based on slow hiring for it.

Councilmember Wood asked Troy Tymesen to explain why it didn't end up in the budget when it was approved? Mr. Tymesen said the dollars were in the budget, it just wasn't categorized correctly. Ms. Tosi said it actually shows at a 17 because, before we did the BDPA study in 2017, it was at a 17. However, it was shown to be over market at that time so we readjusted the leveling to be at a 16, which was a more appropriate leveling and that piece never got updated in the budget. It looks like a 17, but the dollar amount in the budget is a 16. Ms. Wood said, the reason she asks is, and they know this is a necessary position, she just wants Council to be consistent because they did question the Water Department when they proposed changes to the classification when it was not in the budget process of changing a classification. Ms. Tosi stated that this IT position takes over the daily and managing of all the IT position when before it wasn't like that. This position will now supervise the other IT network administrator who is currently leveled the same.

The second amendment is to Rule **15. *Corrective/Disciplinary Action***. Ms. Tosi explained that the policy change came from ICRMP with our policy and insurer. ICRMP implemented a policy change specific to a liability deductible for the City's employment practices liability insurance. If the City follows the ICRMP policy by consulting with ICRMP prior to taking any adverse employment actions and following advice provided by ICRMP or an attorney assigned by ICRMP with respect to such employment action, ICRMP will waive the per claim deductible of \$5,000. ICRMP also encouraged employers to include such language in their policies to ensure that departments heads are following ICRMP policy and, therefore, avoiding unnecessary expense to the City. If we follow this policy and go to ICRMP first and follow their advice, they will then wave the \$5,000 deductible. All department heads are aware they will go to Legal then ICRMP first before we move forward.

Councilmember English said that it was very appropriate safety net in the process. Ms. Tosi said that ICRMP will save the city money. Councilmember English said it appears fair, that the employee and supervisors don't just go charging off on a wild hair. If you have gotten to the point of corrective/disciplinary action, to go through those steps first. Ms. Tosi said it is our current process and we are just adding it to our policy.

DRAFT

The last amendment is to **Rule 20. Employment Records**, the goal to adding this language is so it is very clear how we handle the employee files, medical files and how we disclose information to the public or other employers. Ms. Tosi explained that the added information to this rule provides more detailed information specific to Human Resources being the official record keeper of employee files, who has access to the files, what is disclosable to the public, and the destruction of records is based on the City's records retention schedule. These proposed amendments to the Personnel Rules have been posted for all employees to review. Additionally, the Lake City Employees Association (LCEA), Police Association, and Fire Union are all in agreement with the proposed amendments to the Personnel Rules.

Councilmember Wood commented that if you were on disciplinary probation, you would not be eligible for a merit increase, which makes perfect sense. Ms. Tosi explained that the wording was added for clarity. She had a department question this because it was not written anywhere. It was just their process not to allow an employee an increase if they are serving a disciplinary probation period. Therefore, it was added so it was clearly written as to what we do.

Councilmember Wood said moving forward to the records retention, Section 2 "Access to the Personnel File," this is all new language. The first paragraph, I don't disagree with the intent of it, it just didn't flow right or make sense to me. Employees always have access to their personnel files and the way this read is that the employee would have to consult with the City's Legal Counsel to even look at their personnel files. The other listed statements make perfect sense, but at some point, we should separate out that the employee absolutely does have access to their employee file. Ms. Tosi agreed and said they could add in the first sentence that Human Resources, the employee and the employee supervisor to make it clearer.

Councilmember Evans asked Ms. Tosi if she could move the sentence "The employee has the right" to the first paragraph? Councilmember Wood and Councilmember English agreed. Ms. Tosi said that would be very easy to do as that is the intent. She said we always tell employees that this is their file and they can look at it anytime.

MOTION: by English, seconded by Wood, to recommend that Council approve the Classification Change to the City's Classification and Compensation Plan for the IT Database Application Developer, and approval of amendments to Rules 15 and 20 of the Personnel Rules: Corrective/Disciplinary Action & Employment Rule. Motion Carried.

Item 3. Approval of Award of Performing Art Grants (Consent Calendar)

Troy Tymesen, City Administrator, is requesting Council approve the award of Performing Arts Grants to the Coeur d'Alene Symphony Orchestra, Coeur d'Alene Summer Theatre, Chorale Coeur d'Alene, and Inland Northwest Opera, using Lake District URD funds set aside for public art funds already in the City's hands. Mr. Tymesen explained that the Arts Commission has been around since 1999. The Arts Commission Public Art Policy has been amended a couple of times, and in so doing, it has opened up to performing arts, education, visual arts but never did we anticipate a pandemic. This year has changed everything including the way our Urban Renewal Board has looked at this opportunity and worked through it and they are totally in support of this particular piece of business. With this pandemic and some really good advice from councilmembers, a

DRAFT

group was put together to go out and seek grant applications and make sure that they have wage earners on the non-profit, which was a big qualifier for the groups to come forward.

Mr. Tymesen also explained that on June 23 the Arts Commission approved the one time use of dollars from the Lake District Urban Renewal funds. Subsequently ignite board met in July and approved the use of those funds for this type of grant. We have been back in front of Urban Renewal District and the Ignite Board with presentations from all these grant recipients and they approved each and every one of these. This grant must be with an organization within the boundaries of this lake district. The Arts organizations must show how they impact the economy. These groups have worked with the Arts Commission and the Arts Commission has approved all four of these and the selection committee is making this recommendation. So unfortunately, we had limited dollars but it was \$100,000 and the proposal in front of you today is to approve the award of Performing Arts Grants to the Coeur d'Alene Symphony Orchestra in the amount of \$31,250, Coeur d'Alene Summer Theatre in the amount of \$31,250, Inland Northwest Operate in the amount of \$31,250, and Chorale Coeur d'Alene in the amount of \$6,250. We have put together a grant agreement, which states to show us what the dollars are being used for and would have to comply with all other items. Mr. Tymesen thanked all the staff who worked on this project.

Councilmember Wood stated that the Council already gave Mr. Tymesen full authority to move forward with all these decisions and that the Council only asked to know what the decisions were, not to get in and move things around. Councilmember Wood expressed that she is satisfied and that Mr. Tymesen has reported the information and made the decisions.

Councilmember English expressed that they were able to give them about 3 out of every 5 dollars they asked for and everybody gets their fair share. Councilmember Evans agreed and wanted to say thank you to Councilmember Miller for spearheading this and the work that she did to support these wonderful organizations when they need it most.

MOTION: by English, seconded by Wood, to recommend that Council approve the award of Performing Arts Grants to Coeur d'Alene Symphony in the amount of \$31,250, Inland Northwest Opera in the amount of \$31,250, Coeur d'Alene Summer Theatre in the amount of \$31,250, and Chorale CDA in the amount of \$6,250. Motion Carried.

Item 4. PRESENTATION: Wastewater Department (Information Only)

Mike Anderson, Wastewater Superintendent, presented information regarding the Wastewater Department.

He noted in his presentation that the Wastewater Department's mission statement is *"In service of the protection of OUR COMMUNITY and OUR ENVIRONMENT we collect and treat wastewater, transforming it into a valuable resource. We constantly strive to improve the quality of water through new technology and ideas. Our focus is always to provide this valuable service as fiscally responsible stewards of the rate payer's investment."*

Mr. Anderson described the Wastewater Treatment Plant as "The Department at the Bottom of the Hill." Mr. Anderson discussed the following points:

DRAFT

- Over 225 miles of pipe.
- 11 lift stations
- 4815 manholes
- Over 16,000 connections
- All electronically mapped through a Geographic Information System
- Collection Crew:
 - 5.50 Operations
 - 1 Field Inspector
 - 1 Chief Operator

Water Resource Recovery Facility

- Average flow is 3.454 MGD
- Pollutant removal efficiency:
 - CBOD: 99.5%
 - 6862 lbs. / day
 - TSS: 100%
 - 1021 lbs. / day
 - Phosphorous: 98.7%
 - 197 lbs. / day
- 3 Stages of Treatment
 - Primary Clarifiers
 - Secondary Trickling Filters & Clarifiers
 - Tertiary Membranes
- Plant Staff:
 - 6 Operators
 - 2 mechanics
 - 1 electrician/automation engineer
 - 1 Chief Operator

Wastewater Lab

- Runs 100% of samples every week for both process control and reporting requirements
- 10 different tests
- Annual QA/QC testing
- Staff
 - 2 Lab Analysts
 - 1 Lab/Pretreatment Supervisor

Coeur d'Green Compost

- Almost 5000 yards of compost made last year, that's 500 standard sized dump trucks.
- 300 yards of compost was given away during our annual event.
- Staff
 - 1.5 Compost Operators

DRAFT

- 1 Lead Compost Operator

Administration

- Staff:
 - Administrative Assistant
 - Utility Project Manager
 - Capital Program Manager
 - Assistant Superintendent
 - Superintendent

Projects Ongoing and On the Horizon

- New Collection Building
 - Centrally located near the Compost grounds
- Operations Center
 - Refit old Collections Building
 - Frees up valuable real estate within the treatment facility envelope.
- New Centrifuge
 - Replace existing belt filter press
 - Increase viosolids dryness more than 50%, from 16% solids to 25% solids
- Facility Plan Update
- Collection System Master Plan Update

Mr. Anderson showed a picture of the wastewater outfall into the river from 1981 and explained that there were major problems with the wastewater treatment plant back then. They decided to take a phased approach to clean that up and they are now on Phase 5C2. Today, the wastewater is cleaner than the river water.

The meeting adjourned at 12:42 p.m.

Respectfully submitted,
[Carrie Meek](#)
Recording Secretary

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

FUND	BALANCE 9/30/2020	RECEIPTS	DISBURSE- MENTS	BALANCE 10/31/2020
<u>General-Designated</u>	\$1,867,003	\$33,202	\$600	\$1,899,605
<u>General-Undesignated</u>	9,584,831	8,369,149	9,741,862	8,212,118
<u>Special Revenue:</u>				
Library	306,688	3,410	174,325	135,773
CDBG	20,014	14,693	22,136	12,571
Cemetery	92,428	28,328	37,771	82,985
Parks Capital Improvements	777,947	1,352	12,144	767,155
Impact Fees	4,100,780	18,562		4,119,342
Annexation Fees	95,339	42	95,000	381
Cemetery P/C	1,316,232	22,355	13,849	1,324,738
Jewett House	26,912	12	412	26,512
Reforestation	29,099	13		29,112
Street Trees	177,663	3,677	5,018	176,322
Community Canopy	3,255	1		3,256
Public Art Fund	61,969	6,039	13,377	54,631
Public Art Fund - ignite	639,353	877	7,800	632,430
Public Art Fund - Maintenance	128,214	56	42	128,228
<u>Debt Service:</u>				
2015 G.O. Bonds	95,281	1,054		96,335
<u>Capital Projects:</u>				
Street Projects	985,438	427		985,865
<u>Enterprise:</u>				
Street Lights	69,828	181,365	68,579	182,614
Water	264,501	1,654,264	873,275	1,045,490
Water Capitalization Fees	8,066,984	73,955		8,140,939
Wastewater	9,974,502	196,297	3,146,001	7,024,798
Wastewater - Equip Reserve	1,365,212	27,500		1,392,712
Wastewater - Capital Reserve	1,500,000	1,000,000		2,500,000
WWTP Capitalization Fees	3,906,007	46,992		3,952,999
WW Property Mgmt	60,668			60,668
Sanitation	1,705,111	618,688	697,652	1,626,147
Public Parking	314,429	276,987	229,384	362,032
Drainage	1,267,304	91,163	65,975	1,292,492
Wastewater Debt Service	1,081,411	2,722,050	1,455,374	2,348,087
<u>Fiduciary Funds:</u>	-			
Kootenai County Solid Waste Billing	222,165	249,775	223,675	248,265
Police Retirement	797,095	14,605	30,134	781,566
Sales Tax	1,879	1,603	1,879	1,603
BID	225,687	13,389		239,076
Homeless Trust Fund	-	484		484
GRAND TOTAL	<u><u>\$51,131,229</u></u>	<u><u>\$15,672,366</u></u>	<u><u>\$16,916,264</u></u>	<u><u>\$49,887,331</u></u>

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

Vonnie Jensen

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

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
ONE MONTH ENDED
October 31, 2020

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 10/31/2020	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$243,342	\$16,507	7%
	Services/Supplies	8,400	(158)	-2%
Administration	Personnel Services	214,699	20,165	9%
	Services/Supplies	3,000		
Finance	Personnel Services	695,484	55,397	8%
	Services/Supplies	539,300	241,497	45%
Municipal Services	Personnel Services	1,278,345	90,536	7%
	Services/Supplies	516,561	65,330	13%
	Capital Outlay	10,000		
Human Resources	Personnel Services	342,230	29,724	9%
	Services/Supplies	76,595	15,736	21%
Legal	Personnel Services	1,265,260	101,239	8%
	Services/Supplies	48,153	(30)	0%
Planning	Personnel Services	641,592	52,472	8%
	Services/Supplies	85,300	(23,243)	-27%
	Capital Outlay			
Building Maintenance	Personnel Services	336,901	20,445	6%
	Services/Supplies	210,625	12,924	6%
	Capital Outlay			
Police	Personnel Services	14,988,826	1,573,145	10%
	Services/Supplies	1,619,594	13,032	1%
	Capital Outlay	117,738		
Fire	Personnel Services	10,068,973	828,411	8%
	Services/Supplies	633,838	4,933	1%
	Capital Outlay	8,000		
General Government	Services/Supplies	153,050	149,022	97%
	Capital Outlay			
Police Grants	Personnel Services		4,858	
	Services/Supplies	6,000		
	Capital Outlay			
CdA Drug Task Force	Services/Supplies		600	
	Capital Outlay			
Streets	Personnel Services	3,073,344	246,359	8%
	Services/Supplies	1,772,853	(7,002)	0%
	Capital Outlay	135,000		
Parks	Personnel Services	1,751,110	133,222	8%
	Services/Supplies	697,620	(24,602)	-4%
	Capital Outlay			

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
ONE MONTH ENDED
October 31, 2020

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 10/31/2020	PERCENT EXPENDED
Recreation	Personnel Services	561,328	42,189	8%
	Services/Supplies	183,880	16,491	9%
	Capital Outlay			
Building Inspection	Personnel Services	918,356	74,352	8%
	Services/Supplies	40,129		
	Capital Outlay			
Total General Fund		<u>43,245,426</u>	<u>3,753,551</u>	<u>9%</u>
Library	Personnel Services	1,330,045	123,281	9%
	Services/Supplies	226,000	19,416	9%
	Capital Outlay	180,000		
CDBG	Personnel Services	74,754	5,320	7%
	Services/Supplies	620,278	13,589	2%
Cemetery	Personnel Services	200,837	16,820	8%
	Services/Supplies	105,950	2,355	2%
	Capital Outlay			
Impact Fees	Services/Supplies	450,000		
Annexation Fees	Services/Supplies	195,000	95,000	49%
Parks Capital Improvements	Capital Outlay	323,260	8,555	3%
Cemetery Perpetual Care	Services/Supplies	166,500	13,771	8%
Jewett House	Services/Supplies	26,353	103	0%
Reforestation	Services/Supplies	6,500		
Street Trees	Services/Supplies	112,000	5,017	4%
Community Canopy	Services/Supplies	1,500		
Public Art Fund	Services/Supplies	271,300	7,200	3%
		<u>4,290,277</u>	<u>310,427</u>	<u>7%</u>
Debt Service Fund		<u>876,281</u>		

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
ONE MONTH ENDED
October 31, 2020

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 10/31/2020	PERCENT EXPENDED
LaCrosse Ave / NW Blvd	Capital Outlay	1,200,000		
Seltice Way Sidewalks	Capital Outlay			
Traffic Calming	Capital Outlay	15,997		
Kathleen Avenue Widening	Capital Outlay	885,635		
US 95 Upgrade	Capital Outlay			
15th Street	Capital Outlay			
Industrial Park Loop & Atlas	Capital Outlay			
Downtown Signal Imprvmnts	Capital Outlay	100,000		
Atlas Waterfront Project	Capital Outlay			
NW Blvd Traffic Signals	Capital Outlay			
		<u>2,201,632</u>		
Street Lights	Services/Supplies	733,250		
Water	Personnel Services	2,315,352	170,260	7%
	Services/Supplies	4,952,518	60,559	1%
	Capital Outlay	7,298,500	63,162	1%
Water Capitalization Fees	Services/Supplies	5,300,000		
Wastewater	Personnel Services	2,959,700	222,227	8%
	Services/Supplies	7,242,415	17,429	0%
	Capital Outlay	7,205,000		
	Debt Service	2,704,263	2,721,581	101%
WW Capitalization	Services/Supplies	1,484,809		
Sanitation	Services/Supplies	4,215,002	154,519	4%
Public Parking	Services/Supplies	1,600,036	219,305	14%
	Capital Outlay	40,000		
Drainage	Personnel Services	222,668	11,266	5%
	Services/Supplies	944,195		
	Capital Outlay	535,000		
Total Enterprise Funds		<u>49,752,708</u>	<u>3,640,308</u>	<u>7%</u>
Kootenai County Solid Waste		2,800,000		
Police Retirement		188,132	15,606	8%
Business Improvement District		176,000		
Homeless Trust Fund		5,300		
Total Fiduciary Funds		<u>3,169,432</u>	<u>15,606</u>	<u>0%</u>
TOTALS:		<u>\$103,535,756</u>	<u>\$7,719,892</u>	<u>7%</u>

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

Vonnie Jensen

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

**City of Coeur d Alene
Cash and Investments
10/31/2020**

Description	City's Balance
U.S. Bank	
Checking Account	1,774,658
Checking Account	53,688
Checking Account	53,061
Investment Account - Police Retirement	771,184
Investment Account - Cemetery Perpetual Care Fund	1,302,250
Idaho Central Credit Union	
Certificate of Deposit	269,360
Idaho State Investment Pool	
State Investment Pool Account	44,393,189
Spokane Teacher's Credit Union	
Certificate of Deposit	256,020
Numerica Credit Union	
Certificate of Deposit	1,011,796
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	49,887,331

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

Vonnie Jensen

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

DATE: NOVEMBER 10, 2020

TO: MAYOR AND CITY COUNCIL

FROM: PLANNING DEPARTMENT

RE: SETTING OF PUBLIC HEARING DATE: DECEMBER 15, 2020

Mayor Widmyer,

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

<u>ITEM NO.</u>	<u>REQUEST</u>	<u>COMMISSION ACTION</u>	<u>COMMENT</u>
ZC-6-20	Applicant: Glen Lanker, Artio LLC Location: 654 E. Haycraft Request: A proposed zone change from R-12 to R-17	Recommended approval	QUASI-JUDICIAL
ZC-7-20	Applicant: Norman Anderson Location: 1609 N. College Way Request: A proposed zone change from R-12 to LM	Recommended approval	QUASI-JUDICIAL

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **December 15, 2020**

CITY COUNCIL STAFF REPORT

DATE: November 17, 2020
FROM: Dennis Grant, Engineering Project Manager
SUBJECT: **SS-20-13, Stuarts Corner: Final Plat Approval**

DECISION POINT

Staff is requesting the following:

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

HISTORY

- a. Applicant: Chad Oakland, Trustee
NCO Partners, LLC
2200 N. Government Way
Coeur d'Alene, ID 83814
- b. Location: 522 N. 15th Street (SE corner of the intersection of Garden Avenue & 15th Street).
- c. Previous Action:
 1. Preliminary plat approval, October 27, 2020

FINANCIAL ANALYSIS

There are no financial issues with this development.

PERFORMANCE ANALYSIS

This residential development is a re-plat of Lot 1 and half of the vacated alley of Secaurs Subdivision of Tract 6 of Costello's Acre Tracts located in Coeur d'Alene. This subdivision created two (2) lots. The infrastructure has been previously installed and accepted by the appropriate departments. There were four conditions that will be taken care of during the building permit process; therefore, the document is ready for approval and recordation.

DECISION POINT RECOMMENDATION

City Council approval of the final plat document

STUARTS CORNER

A REPLAT OF LOT 1 AND HALF OF THE VACATED ALLEY OF SECAURS SUBDIVISION OF TRACT 6 OF COSTELLO'S ACRE TRACTS LYING IN 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 No. _____

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS S03°13'47"W, SHOWN HEREON AND ON (P-2) AS THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 18.

NOTE

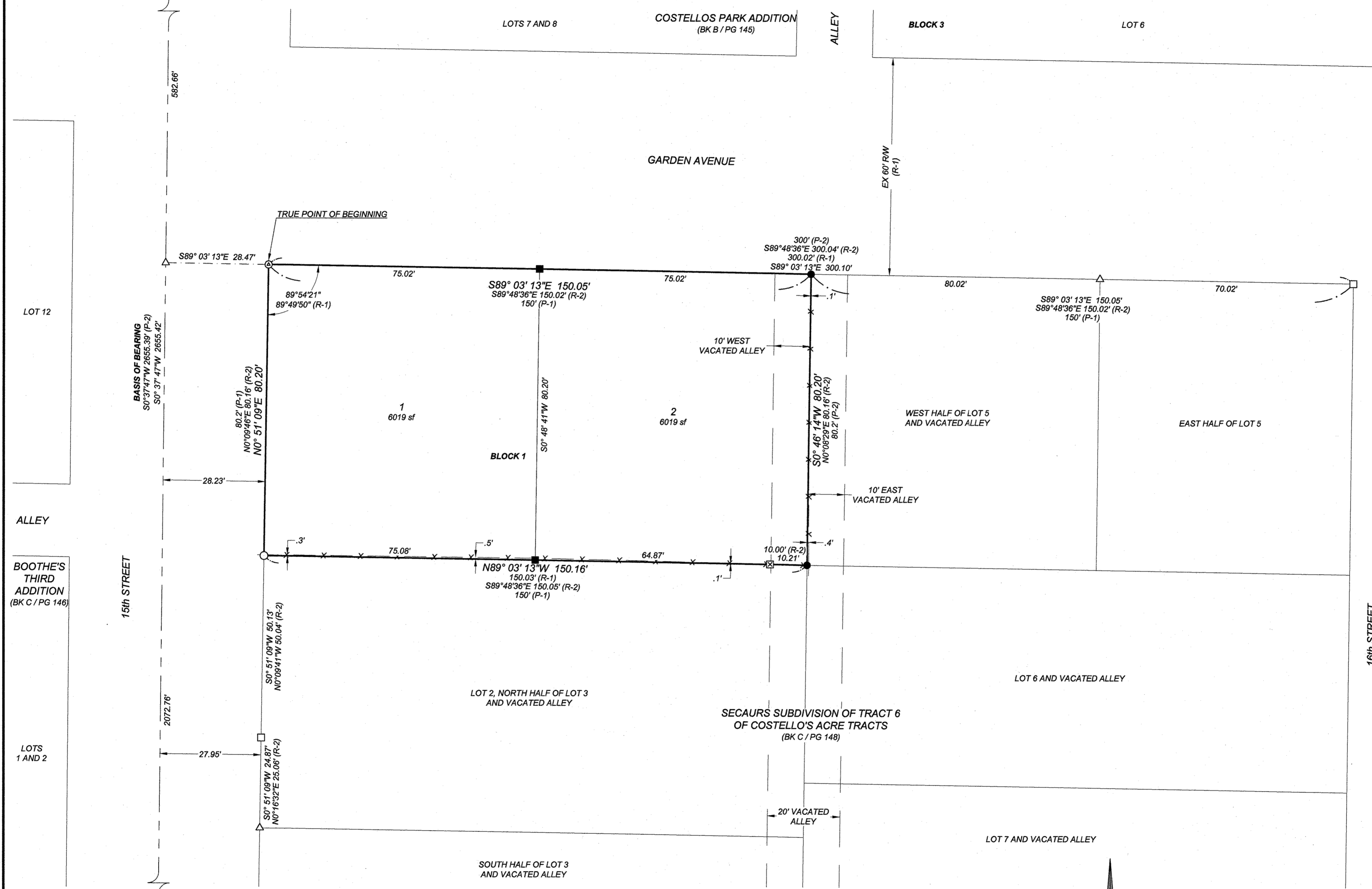
THERE WAS NO ATTEMPT MADE TO SHOW ALL OF THE PHYSICAL FEATURES OF THIS PROPERTY, NOR ANY EASEMENTS OF RECORD, EXCEPT FOR THOSE SHOWN HEREON.

REFERENCE DOCUMENTS

- (R-1) RECORD OF SURVEY PREPARED BY WINZLER & KELLY CONSULTING ENGINEERS AND FILED AT BOOK 1 OF SURVEYS, PAGE 296, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-2) RECORD OF SURVEY PREPARED BY MECKEL ENGINEERING AND SURVEYING AND FILED AT BOOK 27 OF SURVEYS, PAGE 346, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-1) PLAT OF SECAURS SUBDIVISION OF TRACT 6 COSTELLO'S ACRE TRACTS FILED AT BOOK C OF PLATS, PAGE 148, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-2) PLAT OF ASHBROOK ADDITION PREPARED BY MECKEL ENGINEERING AND SURVEYING AND FILED AT BOOK F OF PLATS, PAGE 298, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-3) PLAT OF COSTELLO'S ACRE TRACTS FILED AT BOOK C OF PLATS, PAGE 133, RECORDS OF KOOTENAI COUNTY, IDAHO.

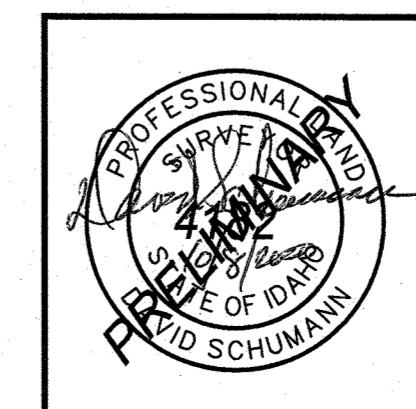
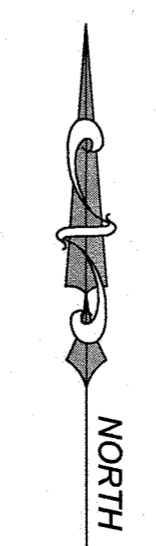
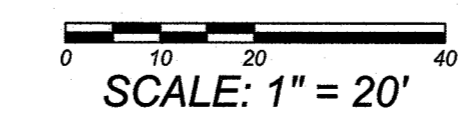
WEST QUARTER CORNER
FOUND 2" ALUMINUM CAP PER
CP&F INST. # 2594308000

SOUTHWEST CORNER
FOUND 2-1/2" ALUMINUM CAP
IN MONUMENT CASE PER
CP&F INST. # 500247000



LEGEND

- SET 5/8" x 24" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 4182"
- SET 1/2" x 24" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 4182"
- ⊙ FOUND CITY OF CDA MONUMENT
- FOUND 5/8" IRON ROD
- ⊠ FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 6374"
- FOUND 1/2" IRON PIPE
- △ CALCULATED POINT, NOTHING FOUND OR SET
- BOUNDARY LINE
- LOT LINE
- ADJACENT LOT LINE
- - - SECTION LINE
- x - x - x - EXISTING FENCE



CHECKED BY:	DES/WAL
DRAFTED BY:	SMA
SCALE:	1" = 20'
DATE:	10/08/2020
JOB NO:	LCE 20-102

1
2

STUARTS CORNER

BOOK: _____ PAGE: _____
INSTRUMENT No. _____

A REPLAT OF LOT 1 AND HALF OF THE VACATED ALLEY OF SECAURS SUBDIVISION OF TRACT 6 OF COSTELLO'S ACRE TRACTS LYING IN THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERIDIAN, CITY OF COEUR D ALENE, KOOTENAI COUNTY, IDAHO

KOOTENAI COUNTY RECORDER

THIS PLAT WAS RECORDED AT THE REQUEST OF NCO PARTNERS, LLC FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO, THIS _____ DAY OF _____, 20____, AT _____ M. IN BOOK _____ OF PLATS, PAGE(S) _____, AS INSTRUMENT NUMBER _____

FEE \$ _____

DEPUTY CLERK _____

JIM BRANNON, KOOTENAI COUNTY CLERK

CITY COUNCIL CERTIFICATE

THIS PLAT HAS BEEN ACCEPTED AND APPROVED BY CITY COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO.

DATED THIS _____ DAY OF _____, 20____.

CITY OF COEUR D' ALENE - CLERK _____

CITY OF COEUR D' ALENE - CITY ENGINEER _____

COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES DUE FOR THE PROPERTY DESCRIBED IN THE OWNERS CERTIFICATE AND DEDICATION HAVE BEEN PAID THROUGH _____, 20____.

DATED THIS _____ DAY OF _____, 20____.

KOOTENAI COUNTY TREASURER _____

HEALTH DISTRICT APPROVAL

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON A REVIEW BY A QUALIFIED LICENSED PROFESSIONAL ENGINEER (QLPE) REPRESENTING CITY OF COEUR D'ALENE AND THE QLPE APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. BUYER IS CAUTIONED THAT AT THE TIME OF THIS APPROVAL, NO DRINKING WATER EXTENSIONS OR SEWER EXTENSIONS WERE CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF DRINKING WATER EXTENSIONS OR SEWER EXTENSIONS HAVE SINCE BEEN CONSTRUCTED OR IF THE DEVELOPER IS SIMULTANEOUSLY CONSTRUCTING THOSE FACILITIES. IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES, THEN SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY ISSUANCE OF A CERTIFICATE OF DISAPPROVAL, AND NO CONSTRUCTION OF ANY BUILDING OR SHELTER REQUIRING DRINKING WATER OR SEWER/SEPTIC FACILITIES SHALL BE ALLOWED.

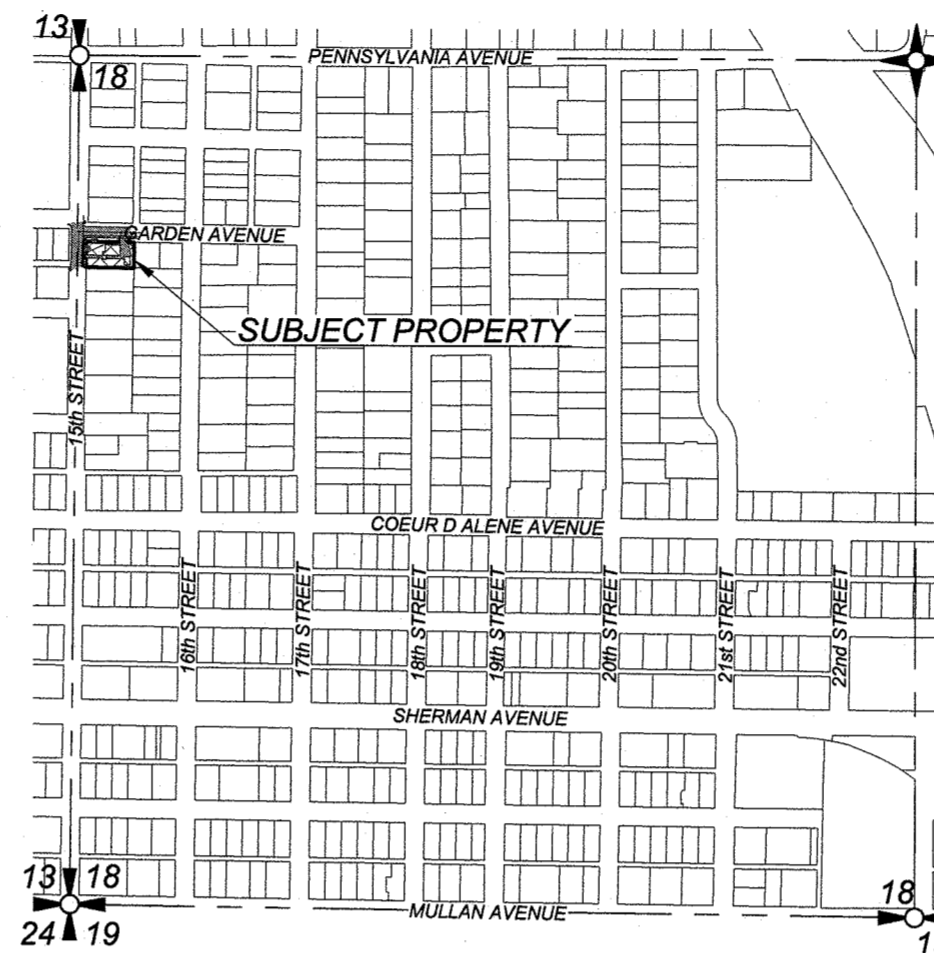
DATED THIS _____ DAY OF _____, 20____.

PANHANDLE HEALTH DISTRICT 1 _____

COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREIN PLAT AND CHECKED THE PLAT COMPUTATIONS AND HAVE DETERMINED THAT THE REQUIREMENTS OF THE STATE CODE PERTAINING TO PLATS AND SURVEYS HAVE BEEN MET.

DATED THIS _____ DAY OF _____, 20____.



SOUTHWEST QUARTER SECTION 18, TOWNSHIP 50 NORTH, RANGE 3 WEST

VICINITY MAP

SCALE 1" = 600'

NOTARY CERTIFICATE

STATE OF IDAHO _____)

SS

COUNTY OF KOOTENAI _____)

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____ IN THE YEAR 2020, BY CHAD OAKLAND, NCO PARTNERS, LLC, AN IDAHO LIMITED LIABILITY COMPANY.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES ON _____

SURVEYOR'S NARRATIVE

THE PURPOSE OF THIS PLAT IS TO CREATE LOTS MEETING THE REQUIREMENTS OF THE CITY OF COEUR D ALENE SUBDIVISION ORDINANCE. THE REFERENCES AND MONUMENTS SHOWN HEREON WERE USED TO DETERMINE THE BOUNDARY LOCATION OF THE SUBJECT PROPERTY.

SURVEYOR'S CERTIFICATE

I, DAVID SCHUMANN, PROFESSIONAL LAND SURVEYOR #4182, STATE OF IDAHO, DO HEREBY CERTIFY THAT THE PLAT OF STUARTS CORNER IS BASED UPON AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED HEREON, UNDER MY DIRECT SUPERVISION, AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, ARE IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

David Schumann 10/8/2020
DAVID SCHUMANN IDATE

OWNER'S CERTIFICATE AND DEDICATION

BE IT KNOWN BY THESE PRESENTS THAT NCO PARTNERS, LLC, AN IDAHO LIMITED LIABILITY COMPANY, DOES HEREBY CERTIFY THAT IT OWNS AND HAS LAID OUT THE LAND EMBRACED WITHIN THIS PLAT TO BE KNOWN AS STUARTS CORNER, BEING A REPLAT OF LOT 1 AND THE WEST HALF OF THE VACATED ALLEY OF SECAURS SUBDIVISION OF TRACT 6 OF COSTELLO'S ACRE TRACTS, FILED IN BOOK C OF PLATS AT PAGE 148, LYING IN THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERIDIAN, CITY OF COEUR D ALENE, KOOTENAI COUNTY, IDAHO AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 18 BEING A 2 INCH ALUMINUM CAP PER CP&F INSTRUMENT NUMBER 2594308000, RECORDS OF KOOTENAI COUNTY, FROM WHICH THE SOUTHWEST CORNER BEARS S0°37'47"W A DISTANCE OF 2655.42 FEET; THENCE ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, S0°37'47"W A DISTANCE OF 582.66 FEET; THENCE LEAVING SAID WEST LINE, S89°03'13"E A DISTANCE OF 28.47 FEET TO A CITY OF COEUR D ALENE CITY MONUMENT AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY OF GARDEN AVENUE AND THE EAST RIGHT-OF-WAY OF 15th STREET, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE ALONG SAID SOUTH RIGHT-OF-WAY OF GARDEN AVENUE, SOUTH 89°03'13" EAST A DISTANCE OF 150.05 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF THE VACATED ALLEY;

THENCE SOUTH 00°46'14" WEST A DISTANCE OF 80.20 FEET TO THE NORTH LINE OF LOT 2 OF SAID PLAT OF SECAURS SUBDIVISION AND ITS EXTENSION;

THENCE ALONG SAID NORTH LINE AND ITS EXTENSION, NORTH 89°03'13" WEST A DISTANCE OF 150.16 FEET TO A 5/8 INCH IRON ROD AT THE NORTHWEST CORNER OF SAID LOT 2 OF SAID PLAT OF SECAURS SUBDIVISION ON SAID EAST RIGHT-OF-WAY OF 15th STREET;

THENCE ALONG SAID EAST RIGHT-OF-WAY, NORTH 00°51'09" EAST A DISTANCE OF 80.20 FEET TO THE **TRUE POINT OF BEGINNING**;

SAID PARCEL CONTAINING 12,038 SQUARE FEET, MORE OR LESS.

BE IT FURTHER KNOWN THAT:

SANITARY SEWER DISPOSAL IS PROVIDED BY THE CITY OF COEUR D ALENE;

DOMESTIC WATER FOR THIS PLAT IS SUPPLIED BY THE CITY OF COEUR D ALENE;

CHAD OAKLAND _____

DATE _____

NCO PARTNERS, LLC

	<p>LAKE CITY ENGINEERING</p> <p>126 E. POPLAR AVENUE COEUR D'ALENE, IDAHO 83814 PHONE: 208.676.0230</p>	CHECKED BY: DES/WAL
		DRAFTED BY: SMA
		SCALE: N.T.S.
		DATE: 10/08/2020
		JOB NO: LCE 20-102
2		2

RESOLUTION NO. 20-063

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING AND APPROVING THE FOLLOWING: A CONTRACT WITH WESTERN STATES EQUIPMENT FOR THE PURCHASE OF A NEW CATERPILLAR 420 BACKHOE; A CLASSIFICATION CHANGE TO THE CITY'S CLASSIFICATION AND COMPENSATION PLAN FOR THE IT DATABASE APPLICATION DEVELOPER FROM PAYGRADE 16 TO PAYGRADE 17, AND PERSONNEL RULE AMENDMENTS TO RULE 15 – CORRECTIVE/DISCIPLINARY ACTION AND RULE 20 - EMPLOYMENT RULE; AND THE AWARD OF PERFORMING ARTS GRANTS TO THE COEUR D'ALENE SYMPHONY ORCHESTRA, COEUR D'ALENE SUMMER THEATRE, CHORALE COEUR D'ALENE, AND INLAND NORTHWEST OPERA USING LAKE DISTRICT URD FUNDS SET ASIDE FOR PUBLIC ART, AND AGREEMENTS WITH GRANT RECIPIENTS.

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

- A) A contract with Western States Equipment for the purchase of a new Caterpillar 420 backhoe;
- B) Approve a Classification Change to the City's Classification and Compensation Plan for the IT Database Application Developer from paygrade 16 to paygrade 17; and Approve Personnel Rule Amendments to Rule 15 - Corrective/Disciplinary Action, and Rule 20 - Employment Rule; and
- C) Approve the award of Performing Arts Grants to the Coeur d'Alene Symphony Orchestra, Coeur d'Alene Summer Theatre, Chorale Coeur d'Alene, and Inland Northwest Opera using Lake District URD funds set aside for Public Art, and agreements with the grant recipients; 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 contract and agreement, and take such other actions;

NOW, THEREFORE,

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

DATED this 17th day of November, 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

_____ was absent. Motion _____.

**GS/PW COMMITTEE
STAFF REPORT**

DATE: November 9, 2020
FROM: Kyle Marine, Water Department Assistant Director
SUBJECT: Award Contract for CAT 420 Backhoe Loader

=====

DECISION POINT: Should Council approve the award of a contract for purchase of a new Caterpillar 420 Backhoe to Western States Equipment?

HISTORY: The Water Department utilizes the backhoe/loaders in the day to day operations for emergency and routine maintenance operations. This type of equipment is extremely versatile and is the key piece of equipment for underground utility work. The current Caterpillar Backhoe was purchased from Western States Cat in 2010. After ten years, we are at the end of the expected life of the machine. The backhoe has reached its 10 year / 5000 hour plus lifespan and is due to be replaced this year. Staff proposes to replace the existing Caterpillar 420 F IT Backhoe with a new Caterpillar 420 Backhoe.

FINANCIAL ANALYSIS: The Water Dept. has budgeted \$110,000 for a replacement backhoe for Fiscal Year 2020-2021. Staff is proposing to piggyback on an existing Sourcewell bid. Sourcewell is a public agency that offers competitively solicited purchasing contracts for products and equipment to member agencies so those members do not have to duplicate the solicitation process. The proposed contract is for a new replacement CAT 420 Backhoe Loader at a purchase price of \$105,932.92.

PERFORMANCE ANALYSIS: In lieu of seeking competitive sealed bids on our own, by Idaho Code staff is requesting authorization to purchase from an existing Sourcewell contract. Purchasing from an existing contract allows staff to better select a machine that is compatible with existing attachments and helps avoid the pitfalls of ending up with a machine that is inadequate for our needs. The proposed CAT 420 Backhoe is the closest comparison to our existing CAT 420 E machine. This will reduce operation and safety training needs as the employees are already comfortable running this type of machine. Tools will easily interchange between the two machines instead of having individual tools for each machine. CAT has an outstanding record of building high-quality efficient machines and equipment. They have a local certified shop to do any required maintenance or warranty work.

DECISION POINT/RECOMMENDATION: Council should approve an award of a contract for the purchase of a new 2020 Caterpillar 420 Backhoe from Western States Equipment in Hayden, Idaho in the amount of \$105,932.92.



SALES AGREEMENT

NO.: Q000205274-3

EQUIPMENT DETAILS

5427992 420 07A BACKHOE LOADER CFG2	2061748 SEAT BELT, 3" SUSPENSION
2168840 BUCKET-MP, 1.4 YD3, IT	3379696 COUNTERWEIGHT, 1015 LBS
3531389 GUARD, STABILIZER	3792161 TIRES, 12.5 80/19.5L-24, GY
4237607 PLATE GROUP - BOOM WEAR	4447500 COUPLER, PG, MAN.D.LOCK, BHL
4916734 WORKLIGHTS (8) HALOGEN LAMPS	5402298 RADIO, FM BLUETOOTH
5419540 ENGINE, 74.5KW, C3.6 DITA, T4F	5427810 AIR CONDITIONER, T4F
5434284 STICK, EXTENDABLE, 14FT	5440883 CAB, DELUXE
5440930 PT, 4WD/2WS AUTOSHIFT	5455047 DISPLAY, STANDARD
5481231 LINES, COMBINED AUX, E-STICK	5516453 RIDE CONTROL
5516940 COLD WEATHER PACKAGE, 120V	5544188 HYD, MP, 6FCN/8BNK, ST, QC
5590872 INSTRUCTIONS, ANSI	5606797 PRODUCT LINK, CELLULAR, PLE643
5675090 AUTO-UP STABILIZERS	5734525 SEAT, DELUXE FABRIC, HEATED
9R5320 CUTTING EDGE, TWO PIECE, WIDE	9R6007 STABILIZER PADS, FLIP-OVER
4218926 SERIALIZED TECHNICAL MEDIA KIT	0P0210 PACK, DOMESTIC TRUCK
0P9003 LANE 3 ORDER	4616839 SHIPPING/STORAGE PROTECTION
4621033 RUST PREVENTATIVE APPLICATOR	0P0070
1783593 PINS, BUCKET, BHL-F,	2193387 BUCKET-HD, 24", 6.2

TERMS AND CONDITIONS

1. OFFER TO SELL, METHODS OF ACCEPTANCE AND AGREEMENT TERMS: This Sales Agreement ("SA") is an offer for the sale of the equipment, vehicles, accessories and attachments described on the invoice (referred to generally as "equipment" or "goods") by Western States Equipment Company, an Idaho business corporation or its affiliates ("WSECO") to Customer under the terms and conditions specified herein. This offer may be accepted by (1) the execution of this SA by a representative of Customer or (2) Customer's verbal or written authorizations or conduct consistent with prior course of dealing between the parties authorizing WSECO to take action to fulfill this SA, or (3) the commencement of the manufacture or shipment of the goods specified in this SA, whichever of the foregoing first occurs.

Acceptance of this SA is limited to the express terms stated herein. Any proposal in Customer's acceptance for additional or different terms or any attempt by Customer to vary in any degree any of the terms is objected to and hereby rejected, but such proposals shall not operate as a rejection of this offer, unless such variances are in the terms of the description, quantity, price, delivery schedule, or payment schedule of the goods, but shall be deemed a material alteration of this SA and this SA shall be deemed agreed to by WSECO without said additional or different terms. Once accepted, this SA shall constitute the entire agreement between WSECO and Customer. WSECO is not bound by any representation or agreements, express, or implied, oral or otherwise, which are not stated within this SA or contained in a separate writing supplementing this SA and signed by authorized agents of both WSECO and Customer. This SA will supersede all previous communications, agreements, and contracts with respect to the subject matter hereof and no understanding, agreement, term, condition, or trade custom at variance with this SA will be binding on WSECO. No waiver or modification of the terms and conditions hereof will be effective unless in writing and signed by both Customer and WSECO.

2. PAYMENT TERMS: Customer agrees to pay the sales price for the equipment, less any net trade-in allowance, in accordance with the payment terms as all stated on the invoice. The sales price is offered F.O.B. at WSECO's designated facility as stated on the invoice and Customer is responsible for all shipping charges as provided in this SA. Customer is also responsible for paying all applicable sales, use or any other applicable taxes levied or assessed on the equipment by any federal, state or local governmental authority, unless Customer provides WSECO an appropriate exemption certificate as stated on the invoice. In the event that Customer fails to pay any applicable tax or other charge as agreed herein or fails to provide a valid exemption certificate, Customer agrees to indemnify and hold WSECO harmless from any liability and expense by reason of Customer's failure to pay said taxes or assessments, including, but not limited to, WSECO's reasonable attorney's fees and costs and other necessary legal expenses resulting from such failure.

3. GRANT OF SECURITY INTEREST, AUTHORIZATION TO FILE STATEMENT AND PROTECTION OF COLLATERAL: Until the Customer pays the total sales price and additional charges as provided in this SA, Customer hereby grants WSECO a security interest in and to the equipment and all additions, replacements, substitutions, and proceeds of the same ("Collateral") to secure payment of the sales price and any and all other amounts owed or owing by Customer to WSECO under this SA or otherwise. Customer authorizes WSECO to file financing statement(s) evidencing this security agreement and the collateral subject thereto and to take all steps necessary to perfect WSECO's interest in the equipment.

Customer agrees to execute any documents required by WSECO to evidence and perfect such security interest. Customer hereby appoints WSECO as its irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect or to continue the security interest granted in this SA. Customer will reimburse WSECO for all expenses for the perfection and the continuation of the perfection of WSECO's security interest in the Collateral. Customer promptly will notify WSECO before any changes in Customer's name including any changes to the assumed business names of Customer.

Customer, upon WSECO's request, will deliver to WSECO a schedule of the locations of the Collateral and agrees to update the list upon WSECO's further request. Customer will not commit or permit damage to or destruction of the Collateral or any material part of the Collateral. WSECO and its designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral. Customer shall immediately notify WSECO of all cases involving the loss or damage of or to any material portion of the Collateral and generally of all material happenings and events affecting the Collateral.

4. INSURANCE: Customer shall not move, load, transport or otherwise handle the equipment on WSECO's premises without first having obtained insurance coverage. Customer shall carry all risks insurance on the equipment, including, without limitation, fire, theft and liability coverage with such other insurance as necessary to protect Customer's and WSECO's respective interests in the equipment. As long as any portion of the sales price is outstanding, Customer will deliver to WSECO from time to time the policies or certificates of insurance in forms satisfactory to WSECO, showing WSECO as an additional insured and including stipulations that coverage will not be cancelled or diminished without at least fifteen (15) days prior written notice to WSECO.

5. TIME OF DELIVERY AND SHIPPING: Orders for equipment are processed in the order of their acceptance by WSECO and WSECO will use its reasonable efforts to deliver the equipment to Customer on the scheduled delivery date as stated on the invoice. However, shipping and delivery dates are acknowledged to be estimates only and dependent upon many factors outside of WSECO's control including, but not limited to, the manufacturer's production schedule, material and labor shortages, shipping delays and various other unrelated factors. WSECO is not liable for delays or damages caused by delays in delivery or shipment of the equipment, unless stated on the face of the invoice to the contrary. Customer is responsible for all freight, shipping, loading and unloading costs.

6. RISK OF LOSS/SHORTAGES/REJECTION OF GOODS: Risk of loss of the goods shall pass to Customer as soon as the goods are properly loaded on the carrier. WSECO's responsibility for shipment ceases upon delivery of the goods to a transportation company. Any claim by Customer for shortage in shipment shall be made by written notice to WSECO within fifteen (15) days after receipt of the shipment. It is specifically agreed that the risk of loss shall not be altered by the fact that the conduct of either party hereto may constitute a default or breach and shortage in shipment is not deemed to constitute a nonconformity.

All equipment or goods shall be subject to the standard manufacturing and commercial variation and practices of the manufacturer thereof. In the event of shipment of non-conforming goods, WSECO shall be given a reasonable opportunity to replace the goods with those which conform to the order. Any notices pertaining to rejection or claims of nonconformity must be made in writing specifying in detail Customer's objections and such notices must be delivered within fifteen (15) days after delivery of the goods. It is agreed that in the event of rejection, Customer will store the goods or reship the goods to WSECO. Should Customer use the equipment or goods, such use shall be deemed an unequivocal acceptance of the goods. If Customer accepts goods tendered under this SA, such acceptance shall be final and irrevocable; no attempted revocation shall have any effect whatsoever.

7. ASSIGNMENTS: No right or interest in this SA shall be assigned by Customer without the written permission of WSECO, and no delegation of any obligation owed or of the performance of any obligation by Customer shall be made without written permission of WSECO. Any attempted assignment or delegation by Customer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

8. NO WARRANTY: Unless provided otherwise on the invoice, the equipment is purchased "**AS IS**" and there is no other agreement with Customer regarding the equipment other than what is stated in this SA and in any credit instrument and/or guaranty between Customer and WSECO. There are no other warranties, express or implied, for any equipment, product, service, or other items sold or furnished under this SA unless agreed to in writing between Customer and WSECO. **WSECO DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

9. EQUIPMENT FAILURE/LIMITATION OF REMEDIES: If, for any reason, the equipment does not perform satisfactorily, as judged by WSECO in its sole discretion, WSECO may repair or replace the equipment or any part thereof, at its option, without affecting any of the terms of this SA. This remedy does not apply if the equipment has failed or performs less than satisfactorily due to improper use of the equipment, accident (including, damage during shipment), neglect, abuse, misuse or exposure of the equipment to conditions beyond capacity, power, environmental design limits or operation constraints specified by WSECO or the equipment manufacturer. Customer is responsible for all expenses related to repair or replacement due to these causes. **THE REMEDIES IN THIS PARAGRAPH ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AGAINST WSECO.**

10. LIMITATION OF LIABILITY: Notwithstanding trade customs or prior course of dealing to the contrary, in no event will WSECO, its subsidiaries, affiliates, agents or employees be liable for any incidental, indirect, special, or consequential damages in connection with or arising out of this SA or furnishing of any goods, services or other items or any third party's ownership, maintenance, or use of any goods, services or other items furnished under this SA, including, but not limited to, lost profits or revenues, loss of use of the equipment or any associated goods, damage to associated goods, costs of capital, cost of substitute goods, or claims of Customer's clients for such damages. Customer's sole remedy, for any liability of WSECO of any kind, including but not limited to negligence, with respect to any equipment, service, or other item is limited to that set forth in the paragraph entitled "**EQUIPMENT FAILURE/LIMITATION OF REMEDIES**" of this SA. WSECO is not responsible for meeting any federal, state, local or municipal code or specification (whether statutory, regulatory or contractual), unless Customer specifies it in writing and WSECO agrees to it in writing. Customer agrees that it has selected each item of equipment based upon its own judgment and particular needs and disclaims any reliance upon any statements or presentations made by WSECO. The liability for performing under any manufacturer warranty program rests solely with the subject manufacturer and WSECO has no liability or responsibility for performance thereunder.

11. FORCE MAJEURE: WSECO shall not be responsible or liable for any delay or failure to deliver any or all of the goods and/or performance of the services where such delay or failure is caused by any act of God, fire, flood, inclement weather, explosion, war, insurrection, riot, embargo, statute, ordinance, regulation or order of any government or agent thereof, shortage of labor, material fuel, supplies or transportation, strike or other labor dispute, or any other cause, contingency, occurrence or circumstance of any nature, whether or not similar to those herein before specified beyond WSECO's control, which prevents, hinders or interferes with manufacture, assembly or delivery of the goods or performance of the services. Any such cause, contingency, occurrence or circumstances shall release WSECO from performance of its obligations hereunder.

12. INDEMNITY: Customer agrees to indemnify and hold WSECO harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, damages (including but not limited to consequential and incidental damages), liabilities, fees (including, but not limited to, attorney fees and court costs), and settlements, (including those brought or incurred by or in favor of Customer's employees, agents and subcontractors), arising out of or related to the selection, delivery, loading, unloading, towing, possession, use, operation, handling or transportation of the equipment. Customer agrees to defend, at its expense, any and all suits brought against WSECO either alone or in conjunction with others and additionally to satisfy, pay and discharge any and all judgments and fines against WSECO in any such suits or actions, whether based in negligence or otherwise.

13. DEFAULT BY CUSTOMER: An event of default shall occur if (a) Customer fails to pay when due the sales price; (b) Customer fails to perform or observe any covenant, condition, or agreement to be performed by it hereunder; (c) Customer ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing an inability to pay debts as they become due, files a petition in bankruptcy, or if its owners, shareholders or members of Customer take actions towards dissolution or liquidation of Customer; (d) Customer attempts to sell, transfer, or encumber, sublease or convey the equipment or any part thereof prior to paying the full sales price; or (e) WSECO, in good faith deems itself, insecure relative to payment of the sales price.

Upon the occurrence of any event of default, WSECO may exercise the following rights and remedies: (i) declare the sales price immediately due and payable; (ii) require Customer to assemble the equipment and make it available to WSECO at a place and time designated by WSECO; (iii) WSECO shall have full power to enter upon the property or jobsite of the Customer and take possession of and remove the equipment; (iv) WSECO shall have full power and authority to sell, lease, transfer or otherwise deal with the equipment or proceeds thereof, and in connection therewith WSECO may bid on the goods or equipment and that a commercially reasonable price for said reclaimed equipment may be determined by WSECO based upon current national auction values, market trends relating to supply and demand, and related factors for goods of similar type and condition; (v) if WSECO chooses to sell or lease the reclaimed equipment, WSECO may obtain a judgment against Customer for any deficiency remaining on the sales price after application of all amounts received from the exercise of its rights under this SA; and (vi) all rights and remedies of a secured creditor under the provisions of the Idaho Uniform Commercial Code, as amended from time to time. All of WSECO's rights and remedies, whether evidenced by this SA or other related agreement, shall be cumulative and may be exercised singularly or concurrently. Customer agrees to pay all costs incurred by WSECO in enforcing this SA or any of its provisions, including without limitation reasonable attorney's fees and costs and all costs of reclaiming the goods, whether or not legal action is commenced.

14. JURISDICTION AND VENUE: This SA and the relationship between WSECO and Customer shall be governed and construed according to the laws of the State of Idaho. At the sole and exclusive election of WSECO, jurisdiction and venue for any action or dispute arising under this SA shall be in the in the Fourth Judicial District of the State of Idaho, in and for Ada County, which is WSECO's corporate headquarters and principal place of business, wherein the parties acknowledge having done business sufficient to establish minimum contacts under the Idaho long arm statute, and which is a mutually convenient forum. In addition, Customer waives any and all rights to jurisdiction and/or venue in any other forum, including waiver of any and all rights to remove the action from any court originally acquiring jurisdiction.

15. EQUIPMENT DATA: This machine may be equipped with a wireless data communication system, such as Product Link. In such case, Customer understands data reflecting the machine performance, condition and operation is being transmitted to Caterpillar/WSECO to better serve the Customer and to improve upon Caterpillar products and services. This data may include, but is not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers and installed attachments. Neither Caterpillar nor WSECO sell, rent or share collected information to any other third party, and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. and WSECO recognize and will respect customer privacy. Customer agrees to allow this data to be accessed by Caterpillar and WSECO within normal, accepted business practices.

The undersigned represents and warrants that he/she is authorized by Customer identified below to bind the Customer to the obligations and duties expressed herein and does so commit Customer to the terms and conditions of SA by signing below. Until this SA (or identical counterpart thereof) has been signed by our duly authorized representative, it will constitute an offer by Customer to enter into this SA with WSECO on the terms herein.

CUSTOMER: _____

WESTERN STATES EQUIPMENT COMPANY

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: Salesman _____

Date: _____

Date: _____



STANDARD WARRANTY AND APPLICATION FOR EXTENDED COVERAGE FOR CATERPILLAR PRODUCTS

The Caterpillar equipment owner identified below ("Owner") hereby applies to Western States Equipment for Standard or Extended Coverage in accordance with the terms as set forth in this document, for the Caterpillar product identified below. Owner desires the Standard or Extended coverage option(s) listed below:

COVERAGE EXPIRATION - FIRST TO OCCUR (MONTHS OR HOURS) - Months after retail purchase (less duration of rental, demonstration, or other usage, if any, prior to the first purchaser or lessee)

Standard Warranty period based on Caterpillar guidelines				
OWNER's NAME City Of Coeur D'Alene			OWNER PHONE	
OWNER ADDRESS, CITY and ZIP CODE 710 E Mullan Ave Coeur d Alene, ID 83814-3958				
EXTENDED WARRANTY COVERAGE New Warranty - 60 Month / 4000 Hour Governmental Powertrain + Hydraulic Warranty.				
MODEL	PRODUCT DESCRIPTION	HOUR METER	SERIAL NUMBER	DELIVERY DATE

IMPORTANT NOTE TO OWNER: Complete terms of Standard or Extended Coverage are set forth on this document. Please read all pages carefully before signing. YOUR RIGHTS AND REMEDIES IN CONNECTION WITH STANDARD OR EXTENDED COVERAGE ARE LIMITED AS INDICATED ON ALL PAGES OF THIS DOCUMENT. CATERPILLAR PRODUCTS CARRY NO IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS. STANDARD WARRANTY OR EXTENDED COVERAGE IS NOT INSURANCE.

ACKNOWLEDGEMENTS: I have read and understand the terms, including limitations and exclusions, of Standard or Extended Coverage, and understand that it is not insurance. I also understand that the coverage applied for herein is not effective unless and until I pay the applicable charge for this extended coverage. I understand the SOS requirements _____ (initial)

OWNER/LESSEE SIGNATURE : _____ DATE: _____

The owner and product identified above meet all requirements for the coverage requested and the applicable charge for extended coverage has been paid.

DEALER SIGNATURE : _____ DATE: _____

TRANSFER: The unexpired portion of the Standard or Extended Repair Coverage may be transferred with Western States Equipment approval (see section F on back for complete details). Complete the section below to request transfer.

Purchase Application <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> FORESTRY <input type="checkbox"/> WASTE <input type="checkbox"/> GOVERNMENTAL <input type="checkbox"/> AG	PURCHASER NAME	DATE MACHINE SOLD	DATES INSPECTION COMPLETED & APPROVED	
	ADDRESS (STREET, RR)	(CITY/TOWN)	(STATE)	(ZIP CODE)
	TRANSFER HOUR METER READING	SIGNATURE OF NEW BUYER	DEALER CONFIRMATION	

By signing this agreement I agree to the terms on the following pages.

CATERPILLAR STANDARD WARRANTY

General Provisions: Caterpillar warrants the products sold by it, and operating within the geographic area serviced by authorized USA and Canadian Caterpillar dealers, to be free from defects in material and workmanship. In other areas and for other products, different warranties may apply. Copies of applicable warranties may be obtained by writing Caterpillar Inc. 100 N.E. Adams St., Peoria IL, USA 61629-3345.

Warranty Period: The Standard Caterpillar Machine Warranty is 12 Months/UNLIMITED hours of operation (whichever occurs first), based upon Caterpillar's recommended guidelines. For new associated work tools, the warranty period is 12 Months/UNLIMITED hours, starting from the date of delivery or sale to first user. No extended coverage is available for Caterpillar work tools. For new replacement engines, the warranty is 6 months, starting from date of delivery to the first user. Note: For hydraulic line's quick connect / disconnect components sold on compact wheel loaders, mini hydraulic excavators, skid steer loaders, multi terrain loaders, and compact track loader machines, the warranty period is 50 hours starting from the date of delivery to the first user.

Caterpillar Responsibilities: If a defect in materials or workmanship is found during the Standard Warranty period, Caterpillar will, during normal working hours and at a place of business of a Caterpillar dealer or other source approved by Caterpillar. 1) Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar-approved repaired parts or assembled components needed to correct the defect. 2) Replace lubricating oil, filters, antifreeze, and other service items made unusable by the defect. 3) Provide reasonable or customary labor needed to connect the defect. Note: Items replaced under this warranty become the property of Caterpillar. **Owner Responsibilities:** The user is responsible for: 1) Providing proof of deliver date to the first user. 2) The costs associated with transporting the product. 3) Labor costs, except as stated under "Caterpillar Responsibilities." 4) Local taxes, if applicable. 5) Parts shipping charges in excess of those which are usual and customary (air freight). 6) Cost to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship. 7) Giving timely notice of a warrantable failure and promptly making the product available for repair. 8) Costs associated with the performance of required maintenance (including proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear. 9) Allowing Caterpillar access to all electronically stored data. 10) Costs associated with travel time and mileage required for on-site repairs.

EXTENDED REPAIR COVERAGE

A. General Provisions: During the selected coverage period, Western States Equipment will repair or replace, at its option, covered components of the product identified on the face of this document under the Extended Coverage Section. Coverage is subject to the listed conditions of "Standard", "Full Machine", "Power Train", or "Power Train Plus Hydraulics" and for the appropriately indicated "Months" and "Hours" for components that are defective in material or workmanship, subject to the terms and conditions set forth on both sides of this document. Such repair or replacement will be free of charge for parts and labor, except as otherwise stated below or as stated within the Standard Caterpillar Warranty section above. Under the "Governmental Full Machine" option, the extended coverage includes Scheduled Oil Sampling materials and analysis provided by Western States Equipment at Caterpillar's prescribed intervals. An Extended Coverage Contract is not required for purchase or to obtain financing.

Warranty Periods: Warranty periods for Extended Coverage are indicated in the extended warranty coverage box on the face of this document. The coverage is listed for hours and months, whichever expires first.

Owners Responsibilities: The owner (lessee, for leased products) at their expense, must maintain the product in accordance with the product's Operators Manual, and, upon request, provide adequate records verifying maintenance. For the "Power Train", "Power Train Plus Hydraulics", and "Full Machine" Extended Coverage, Scheduled Oil Sampling (SOS) must be taken by the owner at Caterpillar recommended intervals and sent to Western States Equipment. Failure to do so could jeopardize the Extended Coverage and result in shared liability on a pro rata basis if SOS could have predicted or reduced the cost of a covered failure. Note: Any malfunction of the service meter shall be reported within 30 days of said malfunction in writing, or this agreement is null and void.

Power Train Extended Coverage: The following components are covered. If a component is not listed, it is not covered. 1) ENGINE: basic engine including engine components essential to engine operation (i.e., fuel pump, oil pump, water pump, turbocharger, governor, engine control module, etc.). 2) TRANSMISSION: includes transmission pump and hydraulic controls. 3) TORQUE CONVERTER/DIVIDER. 4) DRIVE LINE: includes pinion and bevel gear. 5) TRANSFER GEAR GROUP. 6) DRIVE AXLES. 7) FINAL DRIVES. 8) HYDRAULIC DRIVE PUMPS AND MOTORS: on hydraulic excavators and machines equipped with hydrostatic drive or differential steering, including hydrostatic lines between the pump and motor. 9) BRAKE COMPONENTS for track-type loaders and tractors, only if they also provide steering. 10) STEERING CLUTCH COMPONENTS: on track-type loaders and tractors, if so equipped. 11) DIFFERENTIAL STEERING COMPONENTS: includes differential steer planetary group, pump, motor and pilot valves. 12) VIBRATORY COMPONENTS: on vibratory compactors. Includes vibratory mechanism, hydraulic pump and motor, hydraulic valves, universal joints, bearings, and drum isolation system. 13) ROTOR DRIVE MECHANISM: on paving profilers, reclaimers and stabilizers. This includes the drive shaft group, sheave groups, and clutch group. This excludes belts, chains and rotor brakes. 14) ELECTRONIC CONTROLS AND SENSORS: which function to direct power for moving the machine. This includes power shift controls, engine pressure controls, differential lock, and fingertip controls. Also includes the wiring connectors that are part of the designated power train components.

Power Train Plus Hydraulics Extended Coverage: The following components are covered. If a component is not listed, it is not covered. Power Train Plus Hydraulics coverage includes all of the above listed items under Power Train for the appropriately indicated hours and months, plus the following: 1) HYDRAULIC/STEERING HOSES AND LINES. 2) HYDRAULIC QUICK-COUPPLERS AND SWIVELS. 3) HYDRAULIC TANKS: includes specific internal parts. 4) HYDRAULIC OIL FILTER BASE, excluding hydraulic oil filters. 5) HYDRAULIC PUMPS AND MOTORS: including steering pumps (main and supplemental). 6) HYDRAULIC CYLINDERS: steering, suspension, and implement hydraulic cylinders (includes bulldozer and ripper cylinders on track-type tractors). 7) HYDRAULIC VALVES AND CONTROLS: includes all parts that make up a valve for directing or controlling hydraulic fluid for steering and implements, including automatic blade controls and bucket position controls. 8) HYDRAULIC ACCUMULATORS: steering and implement. 9) HYDRAULIC OIL COOLERS: steering and implement.

Full Machine Extended Coverage: All of the listed items included in the POWER TRAIN and POWER TRAIN PLUS HYDRAULICS coverage, plus all attachments/accessories that were installed on the product before delivery which are not covered by another warranty, for the appropriately indicated hours and months of coverage on the face of this document (whichever expires first). Governmental application "Full Machine Failsafe Coverage" will also include all fluid filters and pre-paid SOS as prescribed by Caterpillar's recommendations and a 95% machine availability as recorded by owner. Machine availability for Governmental application Full Machine Failsafe coverage will be determined by:

Scheduled Hours Available for Work (numerator)

Scheduled Hours (denominator)

The machine availability will be evaluated at 12-month intervals. If machine availability is below 95%, Western States Equipment will reimburse owner \$25.00 per hour for the

hours necessary to "enhance" availability to the 95% level.

Note: "Power Train", "Power Train Plus Hydraulics", and "Full Machine" coverage continue (unless transferred or terminated as per Section C or G below) until the expiration of the hours or months listed on the face of this document. The coverage period ends after reaching the specified number of months selected, or when the machine's hour meter reaches the specified number of hours limitation selected, whichever occurs first. Extended Coverage is available only through Western States Equipment for Caterpillar Equipment.

Note: Once Extended Coverage becomes effective, Western States Equipment's obligations there under extend only to the applicant identified on the face of this document, unless the remaining coverage is transferred to a subsequent end use purchaser of the product in accordance with Section F below, and indicated on the face of this document, or cancelled under Section G below.

Note: The travel time and mileage/hauling option is available only to Governmental application "Full Machine Failsafe coverage" option.

B. ITEMS NOT COVERED: Western States Equipment is not responsible for the following: 1) Premiums charged for overtime labor requested by the owner/lessee. 2) Transporting the product to and from the place where service is performed, or service calls made by the repairing dealer if the travel time and mileage/hauling option is not included. 3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, lack of proper protection during storage, vandalism, the elements, collision or other accidents, or acts of God. 4) Normal maintenance and replacement of maintenance and wear items, such as filters, oil, fuel, hydraulic fluid, lubricants, coolants and conditioners, labor for taking oil sample, tires, Freon, batteries, lights, paint, fuses, glass, seat upholstery, undercarriage, lubricated joints (including pins and bushings), blades and cutting edge parts, belts, dry brakes, dry clutch linings, and bulbs. 5) Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component. 6) Travel time and mileage for Extended Repair Coverage repairs in the field, if travel time and mileage/hauling option is not included. 7) Auxiliary Equipment Manufacturers' attachments and new associated work tools and attachments carry only one warranty as prescribed by that manufacturer. 8) Western States Equipment will not be responsible for repairs, cost of repairs, or be assessed hours against the availability guarantee for damage or downtime caused by fire, vandalism, accident, operator's abuse, negligence, strikes, acts of God, failure to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide, tire failure or Auxiliary Equipment or Attachments. 9) Owner/Lessee will not assess the time required to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide against the availability guarantee. 10) All costs (including travel time and mileage/hauling) for repairs required because of abuse or improper operation will be charged to the owner/lessee. Minor repairs that do not affect the immediate and safe operation of the machine will be completed within the earliest possible period within Western States Equipment maintenance schedule.

C. TERMINATION OF EXTENDED COVERAGE: Western States Equipment is relieved of its obligation under Extended Coverage if: 1) The product is altered or modified in any manner not approved by Western States Equipment in writing. 2) The product's hour meter has been rendered inoperative or otherwise tampered with, or any malfunction of the service meter is not reported within 30 days of said malfunction in writing to Western States Equipment. 3) The product is removed from Western States' territory. 4) Use is made of the product within an application group other than the one designated in the original application for Extended Coverage for the product.

D. LIMITATIONS OF WESTERN STATES EQUIPMENT LIABILITY: In no event will Western States Equipment be liable for any incidental or consequential damages (including, without limitation, loss of profits, rental of substitute equipment, or other commercial loss) that may be caused due to a defect in the product or the breach of performance of Western States Equipment obligations under Extended Coverage.

E. OBTAINING EXTENDED COVERAGE SERVICE: To obtain service the owner/lessee must request Extended Coverage Service from the nearest Western States Equipment branch. When making a request, the owner/lessee must promptly make the product available for repair and inform the dealer of what they believe is the problem/defect. Extended Coverage service can be performed in the field if the owner/lessee and servicing branch agree to do so. However, Western States Equipment will not be held responsible for any additional cost incurred because of the decision to repair a machine in the field. Dealer Branches toll free number:

Idaho Falls, ID	877-552-2287	Pendleton, OR	888-388-2287
Lewiston, ID	800-842-2225	Pasco, WA	800-633-2287
Meridian, ID	800-852-2287	Spokane, WA	800-541-1234
Pocatello, ID	800-832-2287	Hayden, ID	208-762-6600 (Not a toll free number)
Twin Falls, ID	800-258-1009		
Kalispell, MT	800-635-7794		
Missoula, MT	800-548-1512		
LaGrande, OR	800-963-3101		

F. TRANSFER OF UNUSED COVERAGE UPON RESALE: Remaining Extended Coverage applicable to a used Caterpillar product is transferred to a subsequent end use purchaser only if: 1) The subsequent purchase is made before the product's Extended Coverage expires. 2) The product is determined by Western States Equipment to be in satisfactory condition following an inspection performed by an authorized Western States Equipment branch at the subsequent end use purchaser's expense. 3) The subsequent end use purchaser receives Western States Equipment's written confirmation of the transfer. 4) The use of the product by the subsequent end use purchaser remains in the initial/same application group designed on the product's original coverage application, or the subsequent end use purchaser pays the amount specified by Western States Equipment for conversion of the remaining coverage to a different application group.

G. CANCELLATION OF COVERAGE: The owner may cancel Extended Coverage: 1) Within thirty (30) days of machine purchase by original end use purchaser if no claim has been made, and receive a full refund of the coverage purchase price, less a \$50.00 cancellation fee. 2) At any other time during the coverage by the first end use purchaser and receive a pro rata refund of the coverage purchase price for the unexpired term of the coverage, based on the number of lapsed months, less a \$50.00 cancellation fee. 3) Prior to cancellation owner/lessee must provide written notice of the intent to cancel coverage to the nearest Western States Equipment branch.

H. COVERAGE AFFORDED UNDER THIS CONTRACT IS NOT GUARANTEED BY THE IDAHO INSURANCE GUARANTY ASSOCIATION. OBLIGATIONS OF THE MACHINE SERVICE CONTRACT PROVIDER UNDER THIS MACHINE SERVICE CONTRACT ARE GUARANTEED UNDER A SERVICE CONTRACT LIABILITY POLICY. SHOULD THE MACHINE SERVICE CONTRACT PROVIDER FAIL TO PAY OR PROVIDE SERVICE ON ANY CLAIM WITHIN SIXTY (60) DAYS AFTER PROOF OF LOSS HAS BEEN FILED, THE MACHINE SERVICE CONTRACT HOLDER IS ENTITLED TO MAKE A CLAIM DIRECTLY AGAINST THE INSURANCE COMPANY.

I. UPON FAILURE OF THE OBLIGOR TO PERFORM UNDER THE CONTRACT, CATERPILLAR INSURANCE COMPANY SHALL PAY ON BEHALF OF THE OBLIGOR ANY SUMS THE OBLIGOR IS LEGALLY OBLIGATED TO PAY OR SHALL PROVIDE THE SERVICE THAT THE OBLIGOR IS LEGALLY OBLIGATED TO PERFORM ACCORDING TO THE OBLIGOR'S CONTRACTUAL OBLIGATION UNDER THE SERVICE CONTRACTS ISSUED BY THE OBLIGOR, AND CATERPILLAR INSURANCE COMPANY WILL PAY CLAIMS AGAINST THE OBLIGOR FOR THE RETURN OF THE UNEARNED PURCHASE PRICE OF THE SERVICE CONTRACT.

J. THIS DOCUMENT IS NOT AN IMPLIED WARRANTY. THIS COVERAGE IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS COVERAGE ARE LIMITED TO THE PROVISION OF MATERIAL AND LABOR, AS SPECIFIED HEREIN. WESTERN STATES EQUIPMENT IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

K. REGISTER OBLIGOR: WESTERN STATES EQUIPMENT COMPANY IS REGISTERED OBLIGOR, WHO IS CONTRACTUALLY OBLIGATED TO THE SERVICE CONTRACT HOLDER OWNERS NAME TO PROVIDE SERVICE UNDER THIS SERVICE AGREEMENT. WESTERN STATES EQUIPMENT COMPANY CAN BE CONTACTED AT THE FOLLOWING ADDRESS OR PHONE NUMBER: WESTERN STATES EQUIPMENT COMPANY 500 E OVERLAND ROAD, MERIDIAN, ID 83642 (208) 888-2287. SERVICE CONTRACT INSURER: CATERPILLAR INSURANCE COMPANY 2120 WEST END AVE., NASHVILLE, TENNESSEE 37203 1 800 248-4228



Caterpillar Inc.
Peoria, Illinois 61629

Check when information has been entered into the Product Information System through Caterpillar dealer terminal.

DO NOT SEND IF ENTERED INTO P.I.S.

Delivery Service Record Comprobante Del Servicio de Entrega

DLR CODE	MODEL	MACHINE SERIAL NO.	HOURS	DELIVERY DATE	ENGINE SERIAL NO.
COD. DISTRIB.	MODELO	N/S MAQUINA	HORAS	FECHA DE ENTREGA	N/S MOTOR
H510					

ATTACHMENTS INSTALLED: BUCKET, DOZER, RIPPER, WINCH, CAB, TRANSMISSION, BOOM, STICK, ETC.

ACCESORIOS INSTALADOS: CUCHARON, HOJA, DESGARRADOR, MALACATE, CABINA, TRANSMISION, PLUMA, BRAZO, ETC.

Mfr. & Model or Part No, Fabricante y Modelo o N/P	Mfr. & Model or Part No, Fabricante y Modelo o N/P	Mfr. & Model or Part No, Fabricante y Modelo o N/P	Mfr. & Model or Part No, Fabricante y Modelo o N/P
24" HD BKT 6.2CFT 416-430 D/E/F			
Serial No. N/S BL191028845	Serial No. N/S	Serial No. N/S	Serial No. N/S

Customer Name (Please Print) / Nombre del Cliente (con letra de imprenta) City Of Coeur D'Alene

Direction postal completa 710 E Mullan Ave Coeur d Alene, ID 83814-3958

Country / país USA

Delivery service on this machine has been completed, including the following items. Check () when each item is completed.
El servicio de entrega de esta máquina se ha completado incluso los puntos siguientes, Marque () cada punto que complete.

- 1. Operation Guide delivered with machine and operating controls and warning labels explained to user.
Se entregó con la máquina la Guía de Operación y se explicó al usuario la operación de los controles y los rótulos de advertencia.
- 2. Maintenance Guide delivered with machine and maintenance service, fluid levels and adjustments explained to user.
Se entregó con la máquina la Guía de Conservación y se explicó al usuario el servicio de conservación, ajustes y nivel de fluidos.
- 3. Parts Book delivered with machine.
Se entregó con la máquina el Catálogo de Piezas.
- 4. All items on Delivery Checklist have been completed.
Se hizo todo lo indicado en el Comprobante de Entrega (No. de Forma 01-085314-03).

User's Signature / Firma del usuario _____ Dir. Rep. Signature / Firma del representante del distribuidor _____

Delivery Checklist CONTINUED ON REVERSE SIDE

At dealership

- Make sure all pending Safety Product Improvement Programs (PIP) have been completed.
- Make sure all necessary forms and literature are available.
- All decals are installed.
- All attachments are installed/available.
- Install shipping/service lock pins in fire suppression system (if equipped) when transporting machine.

At delivery area with customer (owner, operator):

- Explain Parts Book.
- Explain all warning labels on machine.
- Show location of all serial numbers on machine.
- Lubrication and Maintenance.**
- Explain Maintenance Guide.
- Instruct how to use lubrication and maintenance chart.
- Show all lubrication points on the machine and attachments.

Lista de Comprobación SIGUE AL DORSO

En la distribuidora

- Asegúrese que se completaron los programas pendientes de mejoras al producto para fines de seguridad (PIP).
- Asegúrese que hay disponibles todas las formas y folletos necesarios.
- Se han puesto todas las etiquetas.
- Todos los accesorios están instalados/disponibles.
- Se han instalado los pasadores de traba para embarque/servicio en el sistema supresor de incendios (si tiene) al transportar la máquina.

En el lugar de entrega, con el cliente (propietario, operador).

- Explicar el Catálogo de Piezas.
- Explicar todos los rótulos de advertencia de la máquina.
- Mostrar ubicación de todos los números de serie en la máquina.
- Lubricación y Conservación**
- Explicar la Guía de Conservación.
- Indicar cómo se utiliza el cuadro de lubricación y conservación.
- Mostrar todos los puntos de lubricación de la máquina y accesorios.



Date: November 9, 2020
To: General Services/Public Works Committee
From: Melissa Tosi; Human Resources Director
Re: Personnel Rule Amendments

Decision Point: Should the City Council approve the classification change to the City's current Classification and Compensation Plan, and approve amendments for Rule 15. Corrective/Disciplinary Action and Rule 20. Employment Records.

History:

Classification and Compensation Plan

Based on the current needs of the department, the Municipal Services Director submitted an amended IT Database Application Developer position classification for review. Upon review, it is recommended by Ameriben, Human Resource Consulting, that the leveling for this classification increased from a pay grade 16 to a pay grade 17. The additions to the IT Database Application Developer position include managing the day-to-day operations of the City's IT division while performing administrative and technical duties to create and maintain databases that store and organize the City's electronic data and applications. Specific duties include managing daily project work of IT division, preparing and overseeing division budget, recruiting, training and evaluating/supervising IT staff. This position also monitors the IT infrastructure and related system operations, and assesses risk, develops analytical and reporting tools, and researches and evaluates new technology and techniques. The Municipal Services Director discussed this change and the amended leveling of this position during the budget process, but the change of leveling was not made in the current 2020-2021 budget. This update would complete the Municipal Services Director's requested changes in the IT division that was approved during the budget discussions.

Rule 15. Corrective/Disciplinary Action

ICRMP implemented a policy change specific to a liability deductible for the City's employment practices liability insurance. If the City follows the ICRMP policy by consulting with ICRMP prior to taking any adverse employment actions and following advice provided by ICRMP or an attorney assigned by ICRMP with respect to such employment action, ICRMP will waive the per claim deductible of \$5,000. ICRMP also encouraged employers to include such language in their policies to ensure that departments heads are following ICRMP policy and, therefore, avoiding unnecessary expense to the City.

Rule 20. Employment Records

The added information to this rule provides more detailed information specific to Human Resources being the official record keeper of employee files, who has access to the files, what is disclosable to the public, and the destruction of records is based on the City's records retention schedule.

These proposed amendments to the Personnel Rules have been posted for all employees to review. Additionally, the Lake City Employees Association (LCEA), Police Association, and Fire Union are all in agreement with the proposed amendments to the Personnel Rules.

Financial Analysis: The change of leveling for the IT Database Application Developer from a pay grade 16 to a pay grade 17 will result in a 10% increase in the salary range.

- Annual base salary range for IT Database Application Developer (pay grade 16) = \$68,577 - \$96,532 (current)
- Annual base salary range for IT Database Application Developer (pay grade 17) = \$75,441 - \$106,184 (proposed)

For fiscal year 20-21, the financial impact for this classification moving to a pay grade 17 is \$8,639. This fiscal year's cost to the City will be absorbed by existing savings in the Municipal Services budget. The basis for the savings is two-fold. First, the newly classified and approved IT Network Specialist position was ultimately recommended to be leveled at a pay grade 14 (instead of the anticipated pay grade 15, which is an annual savings of \$5,179). Second, there will be additional savings from slow hiring the IT Network Specialist position (additional anticipated savings of approximately \$12,569). There are no hard costs associated with the Personnel Rule amendments to Rule 15 and 20.

Performance Analysis: Authorizing the above noted amendments will provide an updated job classification for the duties and responsibilities needed for the Municipal Services Department. Additionally, the Personnel Rule amendments are necessary to provide consistent and clear policies with up-to-date, relevant information. The updates are further important to keep the Personnel Rules consistent with a general understanding of the essential operations of the City.

Recommendation: The City Council should approve the classification change to the City's current Classification and Compensation Plan, and approve amendments for Rule 15 - Corrective/Disciplinary Action, and Rule 20 - Employment Records.

RULE 15: CORRECTIVE/DISCIPLINARY ACTION

SECTION 1. Purpose

This policy is intended to provide a structured corrective action process to respond to, improve and prevent recurrence of undesirable employee behavior and performance issues. The City will ensure that employees are treated with respect during the corrective action process and will comply with all applicable laws. Disciplinary action may include any or more of the following at the City's discretion: formal verbal reprimand, Letter of Official Reprimand, suspension without pay, demotion, disciplinary probation, and dismissal.

Members of the Fire Union shall refer to the applicable rules and regulations outlined in their collective bargaining agreement and Civil Service Rules and may elect to utilize the Grievance Procedure therein, or may elect to utilize the Appeals and Hearing procedure contained in the Civil Service Rules, but not both.

SECTION 2. Possible Violation of Policy

When information alleging possible misconduct of an employee of a serious nature is brought to the attention of a Department Head or supervisor, he or she shall ensure Human Resources is promptly notified prior to any potential investigation unless disclosure would compromise an ongoing criminal investigation. For the purpose of this rule, serious nature is defined as misconduct that, if substantiated, would constitute a violation significant enough to result in an adverse employment action, such as discipline of suspension up to and including termination. The Human Resources Director, at his/her discretion, shall be allowed to monitor, assist, observe, and/or participate in any investigation and disciplinary decision.

For allegations involving conduct of City of Coeur d'Alene police personnel, the Coeur d'Alene Police Department's Office of Internal Affairs, or other supervisor designated by the Chief of Police, will conduct the investigation. If the alleged misconduct is regarding harassment, discrimination, or retaliation, the Human Resources Director shall participate in the investigation.

Prior to taking any adverse employment action against an employee, a Department Head must inform the City of Coeur d'Alene Human Resources and Legal Departments of the nature of the employee's conduct and the contemplated adverse employment action. Human Resources and Legal will then confer with ICRMP, together with the Department Head if practical, pursuant to ICRMP policy. The Department Head shall consider the advice of ICRMP or ICRMP's attorney, and the Human Resources and Legal Departments prior to taking any adverse employment action. If a Department Head fails to follow this policy, any deductible imposed under the ICRMP policy may be charged against the applicable Department budget. Additional consequences, if any, will be determined by the City Administrator.

SECTION 3. Authority for Disciplinary Action

The City Administrator, in consultation with the Human Resources Director, Department Head, and Legal, as appropriate, may take disciplinary action against any employee. A Department Head may take disciplinary action against any employee under that individual's supervision. Department Heads may delegate to supervisors the authority to relieve an employee of assigned duties in an emergency, pending further action by the Department Head.

SECTION 4. Disciplinary Action

Discipline is typically administered in a progressive manner so that the least amount of corrective action needed is used to correct the employee's conduct. However, the discipline issued will depend on the seriousness of the violation, which could include termination as the first disciplinary step. All matters involving discipline will remain confidential to the extent possible. A department can specify additional internal procedures to carryout purposes of this rule as long as they are consistent with the provisions of this rule.

SECTION 5. Types of Corrective/Disciplinary Action

- (a) Formal verbal reprimand: A verbal reprimand is to notify the employee of a deficiency and the action necessary to correct it. Formal verbal reprimands shall be documented, including the date and the basis of the discussion given to the employee.
- (b) Letter of Official Reprimand: If the employee fails to take corrective action after receiving a verbal reprimand, or the offense is deemed serious enough, an employee may receive a Letter of Official Reprimand.
- (c) Suspension: If the employee fails to take corrective action after receiving prior discipline, or the offense is deemed serious enough, an employee may be suspended without pay. Employees suspended without pay for 40 hours or more, shall not accrue vacation and sick leave time during their suspension. Suspension without pay shall not exceed thirty (30) calendar days and shall be served consecutively.
- (d) Demotion: If the employee fails to take corrective action after receiving prior discipline, or the offense is deemed serious enough, an employee may be demoted to a lower pay grade/classification, if a position exists.
- (e) Disciplinary Probation: If the employee fails to take corrective action after receiving prior discipline, or the offense is deemed serious enough, an employee may be placed on disciplinary probation. An employee on disciplinary probation shall continue to accrue vacation and sick leave time. An employee shall not be permitted to participate in promotional examinations or be considered for promotion while on disciplinary probation. Employee is not eligible for merit increase while on disciplinary probation. Disciplinary probation shall be for a period of not less than one (1) month and no more than twelve (12) months.

Employees on disciplinary probation may be terminated for failure to meet job requirements.

- (f) Dismissal: If the employee fails to take corrective action after receiving prior discipline, or the offense is deemed serious enough, an employee may be terminated “for cause.” Termination “for cause” means that the employee is terminated based on information allowing the City to reasonably conclude that the employee engaged in misconduct, and/or failed to perform in a satisfactory manner, and/or violated a policy or rule. An employee terminated by the City for cause shall receive all earned wages due and be paid for all current eligible accruals as required by state law.

SECTION 6. Notice of Disciplinary Action

After determining a particular alleged violation merits discipline, the Human Resources Director or a Department Head taking disciplinary action against an employee must give notice of discipline in writing to the employee. The written notice of disciplinary action provided to the employee shall be reviewed by the Human Resources Director and Legal prior to delivery. Written notice of disciplinary action shall include:

- (a) A statement supporting the disciplinary action outlining the dates and times for the alleged offenses, and what the employee allegedly did, and shall reference any policies, rules, laws, or previous directives that the employee allegedly violated or received. The statement shall also contain expectations for corrective action.
- (b) A copy of the Right of Appeal procedure.

SECTION 7. Intent to Dismiss, Pre-Termination Hearing, Dismissal

When the disciplinary action to be taken is dismissal, the employee shall be provided an Intent to Dismiss letter in person or by certified mail, which includes the required statement supporting the disciplinary action.

The Intent to Dismiss letter provides the employee a reasonable opportunity to respond to the proposed disciplinary action. The Intent to Dismiss letter will include a scheduled date for a pre-termination hearing, which shall be set no later than ten (10) days following delivery of the notice to the employee. The pre-termination meeting shall include the Department Head, Human Resources Director, City Administrator, and Legal representative, or their designees. The employee is allowed to have representation present during the hearing. If the employee fails to attend the meeting, the City will base the final decision on the available evidence.

Following the pre-termination hearing, should the Department Head find there is sufficient cause to proceed with the dismissal, or other disciplinary action, the Human Resources Director or Department Head shall provide the written notice of such action, along with their appeal rights, not more than three (3) working days following the date of the pre-termination hearing.

SECTION 8.

Investigative File/Results

At the conclusion of any investigation which results in disciplinary action, the original complaint, the final disciplinary documentation, and any written response provided by the accused, shall be provided to and maintained by Human Resources. Any documented discipline issued will remain the employee's personnel file.

DRAFT

RULE 20: EMPLOYMENT RECORDS REPORTS AND RECORDS

SECTION 1. Official Personnel File

There shall be only one official personnel file for each employee and that file shall be maintained in ~~The Human Resources Director~~. Human Resources shall maintain a personnel file for each employee in the service of the City. The employment records shall include, but not be limited to, applicant records, employee records, and retiree records, showing the name, title or position held, the department to which assigned, salary, changes in employment status, and such other information as may be considered pertinent.

Within these personnel files will be kept all records of employee wages, performance evaluations, employment status, disciplinary action, and other relevant materials related to the employee's service with the City of Coeur d'Alene. The employee's supervisor and the employee himself/herself may contribute materials to the personnel files relevant to the employee's employment and approved by the Human Resources Director.

SECTION 2. Access to Personnel File

Only Human Resources, the employee's supervisor and Department Head, the Mayor and attorneys for the City are authorized to view materials in the personnel file. Based upon the general confidentiality of personnel files, access by these officials to such files will be allowed only when authorized after consultation with legal counsel for the City and only for legitimate employment related reasons. An employee shall have the right to review his/her personnel file at any reasonable time, without prior consultation or authorization with legal counsel, subject to the restrictions of Idaho Code § 74-113(3), and copies of such materials in an employee's personnel file are available to that employee without charge. ~~by the individuals listed above and only for legitimate employment related reasons~~

Information regarding personnel matters will only be provided to other outside parties with a release from the employee, if deemed necessary by legal counsel for the City, or pursuant to Court order. The City reserves the right to disclose the contents of personnel files to authorized state or federal agencies, its insurance carrier or its carrier's agents for risk management purposes, or when necessary to defend itself in civil or criminal litigation. ~~An his/her, subject to the restrictions of Idaho Code § 74-113(3), such~~

SECTION 3. Employee Benefits/Medical Files

A benefits/medical file is maintained by Human Resources for each employee and kept in a separate file from the employee's official personnel file. Benefits/Medical files include, but are not limited to, employee benefit elections, family medical leave, medical certification, return to work notes, and sick leave bank applications. This file is only accessible by the employee and Human Resources.

If an employee provides their department with any medical documentation, the supervisor shall forward the documentation to Human Resources. Departments shall not keep or retain a copy of any medical information.

SECTION 4. Disclosure to the Public

Except to individuals allowed access as specified in Section 2, only the following information may be released to the general public about current or separated employees: employment history, classification, pay grade and step, longevity, gross salary and salary history, status, workplace and employing agency. All other personnel information relating to an employee or applicant including, but not limited to, information regarding sex, race, marital status, birth date, home address and telephone number, applications, testing and scoring materials, grievances, discipline information, correspondence and performance evaluations, and protected health information, shall not be disclosed to the public without the employee's or applicant's written consent, except as allowed by law.

SECTION 52. Change-of-Status Report

All employment changes for an employee, including but not limited to, Every appointment, transfer, promotion, demotion, change of ~~salary-wage rate~~, ~~discipline~~, ~~separation~~, and other temporary or permanent change in status of employees, shall be reported promptly to the Human Resources ~~for proper documentation~~ Director in such manner as he may prescribe.

SECTION 63. Destruction of Records from Personnel Files

The records contained in an employee's personnel file are considered an official record of the City and shall not be removed or destroyed from the personnel file until the file is purged in accordance with the City's records retention schedule.
~~Personnel files and payroll records shall be kept and maintained indefinitely. All other records relating to personnel, including correspondence, examinations and reports may be destroyed after a period of two (2) years from their inception or as otherwise required by law.~~

**COEUR D'ALENE CITY COUNCIL
STAFF REPORT**

DATE: November 9, 2020
FROM: Troy Tymesen, City Administrator/Arts Commission Liaison
SUBJECT: APPROVAL OF AWARD OF PERFORMING ARTS GRANTS

DECISION POINT: Should Council approve the award of Performing Arts Grants to the Coeur d'Alene Symphony Orchestra, Coeur d'Alene Summer Theatre, Chorale Coeur d'Alene, and Inland Northwest Opera, using Lake District URD funds set aside for public art?

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. In 2017, the City Council approved ordinance #3571, Council Bill #17-1014, which expanded public art parameters to include: arts, education, performing arts, visual arts, community arts partnerships, and public art programming.

For many years, it has been the practice of the City's urban renewal district Board to contribute a percentage of their revenue to a dedicated Public Art fund, for public art located in the boundaries of the urban renewal districts, with the funds being managed and overseen by the Coeur d'Alene Arts Commission, under the direction of the Coeur d'Alene City Council. The contributions of ignite cda have enabled the Coeur d'Alene Arts Commission to commission many iconic, placemaking pieces of art in locations such as Northwest Boulevard, Seltice Way, McEuen Park, Riverstone Park, Midtown, the Education Corridor, and in other locations within the urban renewal districts.

In early 2020, a global pandemic, COVID-19, impacted not only the residents and businesses in the area, but due to quarantine restrictions and social distancing requirements, the City's performing arts community was virtually shut down. Because live performance seasons were entirely cancelled due to the pandemic, professional performing arts companies could not open or fulfill their seasons. The performers were not eligible for unemployment as they are not W-2 wage earners. The organizations were unable to secure rights to shows or conduct fundraisers that support operations normally executed during their regular course of business.

On June 23, 2020, the Coeur d'Alene Arts Commission approved the use of URD public art funds for the Performing Arts Grant program. Subsequently, the ignite CDA board met on July 15, 2020, and approved the use of ignite cda public art funds for the grant program, with the following conditions:

- The performing arts activity must occur within the ignite cda funding district's boundaries or directly relate to the funding district in some clear way;

- The performing arts activity must demonstrably impact economic development in the ignite cda funding district;
- The selection committee will consist of members of the Arts Commission, a representation from the ignite cda Board, and a City elected official; and
- The selection committee's recommendation will be submitted to the Coeur d'Alene Arts Commission for approval, followed by a presentation by the grant nominees to the ignite cda Board and approval from the ignite cda Board, with final approval by the City Council.

On August 4, 2020, the City Council approved the one-time Performing Arts Grant program, with total grant funds to be distributed not to exceed \$100,000.

The Performing Arts Grant Selection committee met on September 3, 2020, to review the nine grant applications that were received. The four finalists selected were:

- Coeur d'Alene Symphony Orchestra – Grant Amount Requested \$50,000
- Coeur d'Alene Summer Theatre – Grant Amount Requested \$50,000
- Chorale Coeur d'Alene Coeur d'Alene – Grant Amount Requested \$10,000
- Inland Northwest Opera – Grant Amount Requested \$50,000

The recommendations of the Performing Arts Grant Selection Committee were presented to the Arts Commission at its meeting on September 22, 2020, and were approved unanimously. Subsequently the four finalists were requested to make presentations to the ignite cda Board at their meeting on October 21, 2020, and were provided with additional information via letter regarding information that the ignite board was seeking from the presentation, as follows:

- Organizations should provide an understanding of their financial position – for example, what were their typical annual revenue and expenses pre-COVID and now, during COVID.
- Organizations should demonstrate how the grant funds would be used to cover the loss of revenue due to COVID to sustain the organization.
- Organizations should provide concrete examples of the impact of their operations on the Lake District URD. Generalizations about bringing in audiences from within or to the district will not be as impactful as more detailed statistics and information related to the economic impact of the organization on the District.

The ignite cda Board met on October 21, 2020, and the four finalists presented to the Board. The ignite Board was supportive of the issuance of grant awards to the finalists, with award amounts to be determined by the Performing Arts Grant Selection Committee, and then approved by the Arts Commission and City Council.

The recommendations of the ignite cda Board were presented to the Performing Art Grants Subcommittee at their meeting on October 23, 2020, at which time the subcommittee made the following grant award recommendations:

- Coeur d'Alene Symphony: \$31,250

- Inland Northwest Operate: \$31,250
- Coeur d'Alene Summer Theatre: \$31,250
- Chorale CDA: \$6,250

The grant award recommendations were presented and unanimously approved by the Arts Commission at their meeting on October 27, 2020.

FINANCIAL ANALYSIS: Total grant funds proposed to be distributed from the Lake District Public Art Fund are \$100,000, leaving a balance of approximately \$225,000 for future public art projects.

PERFORMANCE ANALYSIS: Grantees must be able to match funding, either in-kind or other, at 25%. Eligible funding uses are for documented venue/facility fees or royalties. The grant funds must be used within the next 36 months, with required annual reporting to the Arts Commission.

DECISION POINT/RECOMMENDATION: Council should approve the award of Performing Arts Grants to the Coeur d'Alene Symphony Orchestra in the amount of \$31,250, Coeur d'Alene Summer Theatre in the amount of \$31,250, Inland Northwest Operate in the amount of \$31,250, and Chorale Coeur d'Alene in the amount of \$6,250, for total grant funds disbursed in the amount of \$100,000, using Lake District URD funds set aside for public art.

Performing Arts Grant Agreement

Date of Agreement: _____

Grantee: _____

Purpose of Grant: _____

Total Amount of Grant: _____

Award Date: _____

Grant Period: _____

This grant is awarded by the City of Coeur d'Alene (hereinafter referred to as the "City") to Grantee subject to the following terms and conditions:

A. Grantee acknowledges and agrees that:

1. It is an established community contributor with five (5) or more years in operation;
2. It is a non-profit or Idaho corporation, with a history of employing at least one paid staff/manager and compensated performers;
3. It has demonstrated economic impact generators to or within the City's urban renewal districts;
4. It will provide a funding match, either in kind or cash, of twenty-five percent (25%);
5. It will use the grant funds only for documented venue/facility fees or royalties;
6. It will use the grant funds must be used within thirty-six (36) months;
7. It has a social security number or tax identification number issued by the Internal Revenue Service;
8. It will maintain adequate liability insurance, and provide proof of such insurance to the City, for any events funded in whole or in part by the grant funds; and
9. It will comply with the Municipal Code Chapter 9.56 which prohibits discrimination in housing, employment, and public accommodations related to sexual orientation and/or gender identity/expression. Further, Grantee shall not discriminate in the provision of its services, hiring practices, or procurement on any of the following bases: Race, Color, National Origin, Family Status, Sex, Handicap Condition, or Religion. The Grantee agrees to comply with Idaho Code and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104 (b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973 and the American with Disabilities Act of 1990, The Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

B. It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed the amount shown above without an amendment to this agreement and authorization from City Council for additional funds. Grant funds will be disbursed only for documented venue/facility fees or royalties.

C. Grantee shall submit a request for payment of actual eligible expenses, which request shall be numbered and dated. The request shall at a minimum include the project name and provide a detailed itemization of costs. All requests shall be supported by sufficient documentation such as receipts, billings, invoices, timesheets, or other similar documents. A Progress report must be submitted with the pay request.

D. Grantee may not use any grant funds to lobby or otherwise attempt to influence legislation, to influence the outcome of any public election, or to carry on any voter registration drive. Grantee further agrees that funds provided under this Agreement will not be used for religious activities such as worship, religious instruction, or proselytizing. This grant must be used for the purposes identified above, as described in the Grantee's proposal and related correspondence, and may not be expended for any other purposes. Grantee accepts responsibility for complying with this agreement's terms and conditions and will exercise full control over the grant and the expenditure of grant funds. The City may request that Grantee return any unexpended grant funds remaining at the end of the grant period.

E. Grantee will provide to the City an Annual Report, Audited Financial Statement, and paid-staff affidavit at the end of each of Grantee's fiscal years during the grant period.

F. Grantee will provide promptly such additional information, reports and documents as the City may request and will allow the City and its representatives to have reasonable access during regular business hours to files, records, accounts or personnel that are associated with this grant, for the purpose of making such financial reviews, verifications or program evaluations as may be deemed necessary by the City.

G. Grantee will allow the City's Arts Commission to review and approve the text of any proposed publicity concerning this grant prior to its release. All promotional items, regardless of media format, shall have an approved CDA Arts Commission logo and support acknowledgment.

H. The City reserves the right to discontinue, modify or withhold any payments to be made under this grant award or to require a total or partial refund of any grant funds, if, in the City's sole discretion, it deems such action is necessary: (1) because Grantee has not fully complied with the terms and conditions of this grant; (2) to protect the purpose and objectives of the grant; or (3) to comply with any law or regulation applicable to the Grantee, to the City, or this grant.

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

J. Grantee’s deposit, negotiation, or endorsement of the City’s check for any grant funds will constitute its agreement to the terms and conditions set forth above. However, for the City’s files, please have the enclosed copy of this agreement reviewed and signed where indicated by an authorized officer of Grantee and then returned to us within three weeks of receipt of this agreement. Grantee may wish to have this agreement reviewed by legal counsel.

On behalf of Grantee, I understand and agree to the foregoing terms and conditions of the City’s grant, and hereby certify my authority to execute this agreement on Grantee's behalf.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

OTHER BUSINESS

**CITY COUNCIL
STAFF REPORT**

DATE: November 17, 2020

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

RE: Grant Award Recommendation and Requested Approval to Enter into Contract Negotiations with Boys and Girls Club of Kootenai County for the Expanded Childcare and Academic Support Program using CDBG-CV Funds

DECISION POINT:

Should City Council authorize staff to proceed with an agreement to fund BOYS & GIRLS CLUBS OF KOOTENAI COUNTY in the amount of \$50,000 to provide academic support and childcare services for LMI families in Coeur d’Alene 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. September 11, 2020, the City was notified that an additional \$247,124 will be allocated as part of the third round of CARES Act funds. HUD is allowing the CDBG-CV funds to be spent for two years to respond to COVID-19.

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

PERFORMANCE ANALYSIS:

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 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.

Boys & Girls Clubs of Kootenai County Expanded Childcare and Academic Support Program

BOYS & GIRLS CLUBS OF KOOTENAI COUNTY provides stability, academic support and peace of mind for working parents, allowing them to be more productive in the workplace knowing their children are in a safe and positive place.

The program would address the 2018-2022 Consolidated Plan Goal Number 6: expanding public services for low- to moderate-income residents in Coeur d'Alene. Specifically, this program would provide expanded childcare and academic support for working families directly affected by COVID-19. It falls under the CDBG National Objective Benefit to low- and moderate- income (LMI) persons and Activity Code 05D Youth Services.

With the CDBG grant, BOYS & GIRLS CLUBS OF KOOTENAI COUNTY would be able to offset additional payroll costs associated with the increased hours and staffing needs due to the COVID-19 pandemic. Currently, due to the COVID 19 restriction, operating hours have increased as much as 30 hours per week, or 150%, and staff has stepped into the role of academic support and instruction with the partnership between the Boys & Girls Club and the school district. The Club has also expanded their wireless bandwidth capacity as they are being relied upon to assist students with their schoolwork and as schools move toward a more digital learning platform.

BOYS & GIRLS CLUBS OF KOOTENAI COUNTY works with the school through referrals and provides scholarships to youth who are homeless and in the foster care system. Projected Scholarships for membership and day camp fees are expected to reach upward of \$15,000 by the end of 2020. Membership fees are \$20 per year.

FINANCIAL ANALYSIS:

The City received \$199,675 in CDBG-CV funds. The City is now receiving an additional \$247,124 in CDBG-CV3 funds, bringing the total CV funds allocation to \$446,799. A total of \$59,160 has been set aside for admin expenses, leaving a total of \$387,639 for Community Opportunity Grants. The total dollar amount of approved grants so far is \$151,431.

Staff is recommending funding for BOYS & GIRLS CLUBS OF KOOTENAI COUNTY in the amount of \$50,000 for the **Expanded Childcare and Academic Support Program**.

There is currently \$236,208 in CARES Act funds to spend on COVID-19-related needs that meet the HUD requirements for funding, and if this grant is awarded, \$186,208 will remain.

<i>CARES Act Funds (CV-1)</i>	\$	199,675.00
<i>CARES Act Funds (CV-3)</i>	\$	247,124.00
<i>Total CARES Act funds</i>	\$	446,799.00
General Admin CV-1	\$	9,935.00
General Admin CV-2	\$	49,225.00
Total Admin	\$	59,160.00
TOTAL Community Opportunity Funds	\$	387,439.00
St. Vincent Homeless Sheltering/Services	\$	24,000.00
Family Promise Homeless Housing	\$	12,600.00
Boys and Girls Club Food Pantry	\$	10,000.00
Lake City Center Expanded Meals on Wheels	\$	3,686.00
Safe Passage (Shelter & Services)	\$	26,145.00
United Way of North Idaho	\$	15,000.00
CDAIDE Subsistence Program	\$	50,000.00
City Utility Subsistence Funding	\$	10,000.00
	\$	151,431.00
Total Funds Allocated		
Remaining Funds Available	\$	236,208.00
Boys & Girls Club of Kootenai County	\$	50,000.00
TOTAL REMAINING CV FUNDS	\$	186,208.00

DECISION POINT/RECOMMENDATION:

The City Council should authorize staff to proceed with an agreement to fund BOYS & GIRLS CLUBS OF KOOTENAI COUNTY in the amount of \$50,000 to provide **Expanded Childcare and Academic Support Program** for LMI individuals and families in Coeur d'Alene with CDBG-CV funds in response to COVID-19.

Attachments:

- Eligible Projects to Receive CDBG-CV Funds in Response To COVID-19
- BOYS & GIRLS CLUBS OF KOOTENAI COUNTY Funding Request Budget

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.



**BOYS & GIRLS CLUBS
OF KOOTENAI COUNTY**

**Financial/Budget
CDBG Cares Act-Covid-19**

Covid-19 expanded hours	Total Personnel Expense	Regular/normal operating expense	COVID 19 related expense
July	\$92,298	\$84,200	\$8,098
August	\$93,338	\$85,600	\$7,738
September	\$65,583	\$55,600	\$9,983
October	\$57,420	\$55,600	\$1,820
<i>Subtotal</i>	<i>\$308,639</i>	<i>\$141,200</i>	<i>\$27,639</i>
<i>Projection (modified orange schedule)</i>	<i>Projected</i>	<i>budgeted</i>	
November	\$60,000	\$55,000	\$5,000
December	\$60,000	\$57,000	\$3,000
<i>Sub Total</i>	<i>\$120,000</i>	<i>\$112,000</i>	<i>\$8,000</i>
<i>Scholarships for membership & childcare</i>			<i>\$15,000</i>
TOTAL:	428,639	\$253,200	\$50,639

CDBG-CV Funding Recommendations

**Boys & Girls Club Of Kootenai County Expanded
Childcare And Academic Support Program**

City Council Meeting – November 17, 2020
Chelsea Nesbit, CDBG Specialist



DECISION POINT

Should City Council authorize staff to proceed with an agreement to fund BOYS & GIRLS CLUB OF KOOTENAI COUNTY in the amount of \$50,000 for their Expanded Childcare and Academic Support Program with CDBG-CV funds in response to COVID-19?

BOYS & GIRLS CLUB CDBG-CV FUNDING REQUEST

- BOYS & GIRLS CLUB OF KOOTENAI COUNTY is requesting \$50,000 for their Expanded Childcare and Academic Assistance Program due to the increased need due to the COVID-19 pandemic.

CDBG-CV FUNDING OVERVIEW

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 is receiving **\$199,675** in the first round of CDBG-CV funding and **\$247,124** in the third round of CDBG-CV3 funding. HUD is allowing the CDBG-CV funds to be spent for six years to respond to COVID-19.

CDBG-CV funds can only be used to prevent, prepare for, and respond to coronavirus, and shall prioritize the unique needs of low- and moderate-income persons.

CDBG-CV FUNDING ALLOCATIONS

- The City will receive **\$446,799** in CDBG-CV Funds from HUD.
- **\$151,431** has been allocated for homeless sheltering and support, expanded Meals on Wheels, a food pantry, domestic violence victim support (sheltering and counseling), child care assistance, subsistence programs and CDBG staff administration.
- Staff recommends funding the BOYS & GIRLS CLUB **\$50,000** for their Expanded Childcare and Academic Support Program.

CDBG-CV PROJECTS

St. Vincent De Paul North Idaho	\$24,000.00
Family Promise	\$12,600.00
Boys and Girls Club	\$10,000.00
Lake City Center	\$3,685.92
Safe Passage	\$26,145.00
United Way	\$15,000.00
CDAIDE	\$50,000.00
City Utility Assistance Program	\$10,000.00
Total CV Projects Funded to Date	\$151,431.00

CDBG-CV FUNDING ALLOCATIONS

TOTAL CDBG-CV FUNDS \$446,799

CDBG-CV1 Admin	\$ 9,935	Total CDBG-CV1 Community Opportunity Funds Remaining	\$38,309
CDBG-CV3 Admin	\$ 49,224	CDBG-CV3 Community Opportunity Grants	\$197,899
Total Admin	\$ 59,160	TOTAL Remaining CV Funds	\$236,208
Projects Funded To Date*	\$151,431		

**TOTAL AVAILABLE CV FUNDS REMAINING IF BOYS & GIRLS CLUB IS FUNDED
\$186,208**

COVID-19 IMPACTS

- Staff has stepped into the role of academic support and instruction.
- Staff assists students with their schoolwork.
- Increased operating hours by 150% (+30 hours per week).
- Expanded wireless bandwidth capacity as schools move toward a more digital learning platform.

PERFORMANCE ANALYSIS

BGC's Expanded Childcare & Academic Support Program

- Recover expenses incurred due to increased staffing and operation hours due to COVID-19.
- Offset additional ongoing payroll costs associated with the increased hours and staffing needs due to the COVID-19 pandemic.
- Membership fees are \$20 per year. Many families cannot afford the fees.

PERFORMANCE ANALYSIS CONTINUED...

- Work with the school through referrals and provide scholarships to youth who are homeless and in the foster care system.
- Projected Scholarships for membership and day camp fees are expected to reach upward of \$15,000 by the end of 2020.

This project falls under the CDBG National Objective **Benefit to low- and moderate- income (LMI) persons** and Activity Code **05D Youth Services**.

BUDGET: Expanded Childcare & Academic Support

COVID-19 Expanded Hours	Total Operating Expenses	Regular Operating Expense	COVID-19 Related Expenses
July	\$92,298	\$84,200	\$8,098
August	\$93,338	\$85,600	\$7,738
September	\$65,583	\$55,600	\$9,983
October	\$57,420	\$55,600	\$1,820
Subtotal	\$308,639	\$141,200	\$27,639
Projection (modified orange schedule)	Projected	Budgeted	
November	\$60,000	\$55,000	\$5,000
December	\$60,000	\$57,000	\$3,000
Sub Total	\$120,000	\$112,000	\$8,000
Scholarships for membership & childcare			\$15,000
TOTAL:	\$428,639	\$253,200	\$50,639

DECISION POINT / RECOMMENDATION

The City Council should authorize staff to proceed with an agreement to fund BOYS & GIRLS CLUB OF KOOTENAI COUNTY in the amount of \$50,000 for their Expanded Childcare and Academic Support Program with CDBG-CV funds in response to COVID-19.



QUESTIONS??

FY 2020 Income Limits Summary

Selecting any of the buttons labeled "Explanation" will display detailed calculation steps for each of the various parameters.

FY 2020 Income Limit Area	Median Family Income Explanation	FY 2020 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Coeur d'Alene, ID MSA	\$70,400	Very Low (50%) Income Limits (\$) Explanation	24,400	27,900	31,400	34,850	37,650	40,450	43,250	46,050
		Extremely Low Income Limits (\$)* Explanation	14,650	17,240	21,720	26,200	30,680	35,160	39,640	44,120
		Low (80%) Income Limits (\$) Explanation	39,050	44,600	50,200	55,750	60,250	64,700	69,150	73,600

The Coeur d'Alene, ID MSA contains the following areas: Kootenai County, ID;

**CITY COUNCIL
Staff Report**

DATE: November 17, 2020
FROM: Stephanie Padilla, Accountant
RE: Update on the approved \$340,000 of Municipal Small Business Grant.

SUMMARY POINT:

The Small Business Relief Grant has provided small business with support to be able to stay open and provide for the community while also maintaining a safe and sanitized atmosphere.

HISTORY:

On August 18, 2020, Council authorized staff to develop and implement a Municipal Small Business Grant totaling \$340,000. The Municipal Small Business Grant funds were used from the \$1,766,300 of CARES Act funds. Local governments were allowed to utilize their allocation of the CARES ACT fund to create a Municipal Small Business Grand Program to aid businesses affected by COVID -19 within the City limits. Several other cities in Idaho developed a Municipal Small Business Grant as well.

FINANCIAL ANALYSIS:

To date, approximately \$160,000 of the \$340,000 has been awarded to various businesses in the City limits of Coeur d’Alene. Applications for the Municipal Small Business Grant Program have to be submitted by December 1, 2020, and funds are required to be disbursed by December 30, 2020.

PERFORMANCE ANALYSIS:

The authorization by Council for staff to develop and implement a Municipal Small Business Grant Program has allowed staff to establish a Small Business Relief Grant and accept applications to disburse CARES Act funds to small businesses, within City limits, suffering from the Coronavirus Pandemic. Funds have been disbursed to various business types, with a strong focus on youth services. The funds have provided electrostatic disinfectant sprayers, disinfectant solution, masks, thermometers, air purifiers, gloves, and hand sanitizer. The electrostatic sprayers have shortened the amount of time spent by staff wiping surfaces. The disinfectant solution and air purifiers are providing a good sense of cleanliness for the community. The personal protective equipment helps slow the spread of Coronavirus.

To date there have been thirty-eight (38) Small Business Relief Grant Applications processed. Of the thirty-eight, twenty-eight (28) businesses have been notified and already started taking advantage of the Small Business Relief Grant. There were five businesses that did not qualify as the business location is not within the City limits or the business didn’t qualify for grant funding. The other five applications are back for review of qualifying COVID-19 mitigating expenses.

SUMMARY POINT:

The Small Business Relief Grant has provided small businesses with support to be able to stay open and provide for the community while also maintaining a safe and sanitized atmosphere.

COEUR D'ALENE

Small Business Relief Grant

Thank you Council Members and Staff!



CDA Small Business Relief Grant Distribution

Business Type	Amount Awarded
CDA Business - Youth Services	\$66,100.00
CDA Business - Senior Services	\$42,500.00
CDA Business - Real Estate	\$20,000.00
CDA Business – Food Service	\$11,500.00
CDA Business - Medical	\$10,300.00
CDA Business - Retail	\$8,060.00
Total	\$158,460.00

❖ There is approximately **\$180,000** of the \$340,000 allocated CARES Act Fund left to be used.

Disinfecting Sprayers – For more efficient sanitation



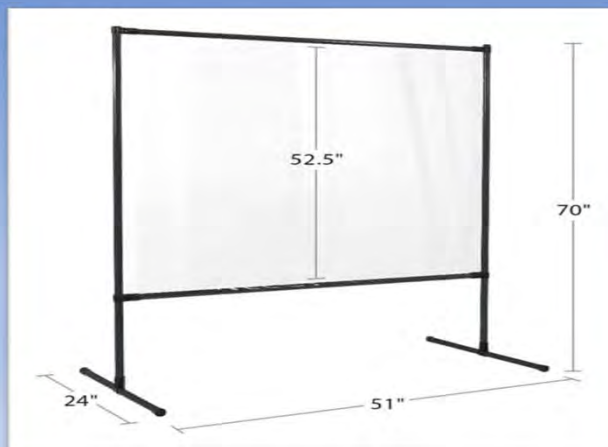
Disinfecting Sprayers & Disinfectant Solution



Plexiglass Dividers – Social Distancing



Plexiglass Dividers – Social Distancing



Face Masks – Reduce the Spread of COVID



Air Purifier, gloves, touchless thermometer— Reduce the spread of COVID-19



Hand Sanitizer – Reduce the spread of COVID-19



What's Next:

- Applications for the Small Business Relief Grant are being accepted until December 1.
- Staff is reaching out to small business within the City limits to encourage an application to be submitted. (youth services, senior services, salons, restaurants, gyms)
- Staff is working with already approved businesses to ensure COVID mitigation needs have been met.
- December 1 council meeting staff will bring update and suggestions of use for final funds not yet encumbered by the Small Business Relief Grant.

THANK YOU!!!!

Thank you Council for the help and support of
small businesses in the City of Coeur d'Alene
during the Coronavirus Pandemic



PUBLIC HEARINGS

**CITY COUNCIL
STAFF REPORT**

FROM: TAMI STROUD, ASSOCIATE PLANNER
DATE: NOVEMBER 17, 2020
SUBJECT: A-1-20 – ZONING IN CONJUNCTION WITH ANNEXATION OF +/- 7.69 ACRES FROM COUNTY AGRICULTURAL TO R-8.
LOCATION: +/- 7.69 ACRE PARCEL LOCATED BETWEEN SUNSHINE MEADOWS AND CDA PLACE TO THE SOUTH

APPLICANT/OWNER:
Harmony Homes, LLC
1000 Northwest Blvd.
Coeur d'Alene, ID 83814

ENGINEER:
Van Houten Consulting and Design
Merle Van Houten
1013 Coeur d'Alene Ave.
Coeur d'Alene, ID 83814

DECISION POINT:

Merle Van Houten, on behalf of Harmony Homes, LLC is requesting approval of a proposed +/- 7.69-acre annexation from County Agricultural to city R-8 zoning district (Residential at 8 units/acre).

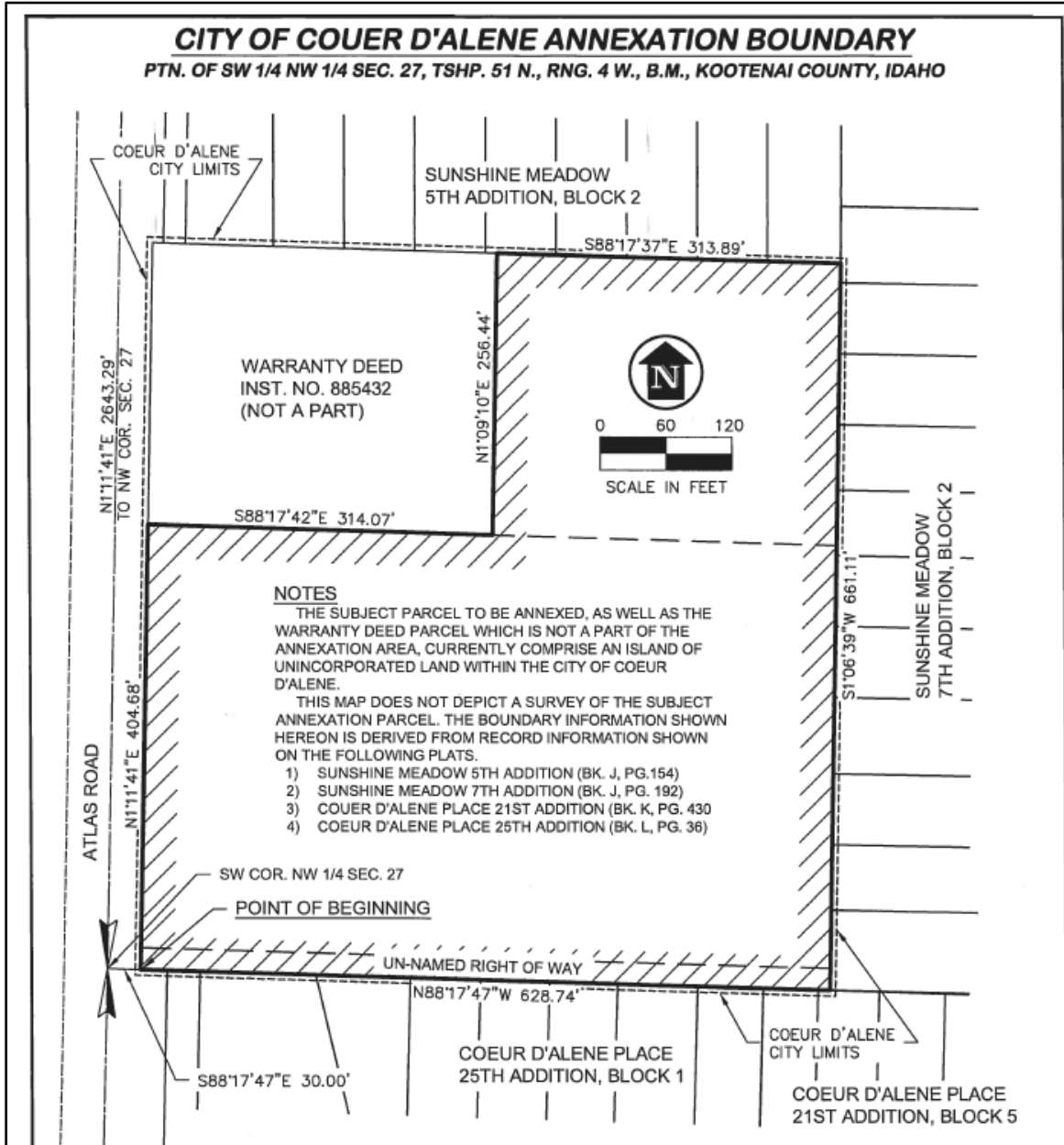
Area Map:



PLANNING COMMISSION RECOMMENDATION:

At their regular monthly meeting on October 13, 2020, the Planning Commission held a public hearing on this item and made a recommendation to approve this annexation request.

Annexation Map:



Merle Van Houten, on behalf of Harmony Homes LLC, is requesting approval of a proposed +/- 7.69-acre as shown on the above annexation map. The property is currently zoned County Agricultural and they are requesting the city R-8 zoning district.

Proposed R-8 Zoning District:

17.05.090: GENERALLY:

- A. The R-8 district is intended as a residential area that permits a mix of housing types at a density not greater than eight (8) units per gross acre.
- B. In this district a special use permit, as prescribed in section 17.09.205 of this title may be requested by neighborhood sponsor to restrict development for a specific area to single-family detached housing only at eight (8) units per gross acre. To constitute neighborhood sponsor, at least sixty six percent (66%) of the people who own at least sixty six percent (66%) of the property involved must be party to the request. The area of the request must be at least one and one-half (1 ½) acres bounded by streets, alleys, rear lot lines, or other recognized boundary. Side lot lines may be used for the boundary only if it is also the rear lot line of the adjacent property.
- C. In this district a special use permit may be requested by the developer for a two (2) unit per gross acre density increase for each gross acre included in a pocket residential development. This density increase provision is established to reflect the concern for energy and environment conservation.
- D. Project review (see sections 17.07.305 through 17.07.330 of this title) is required for all subdivisions and for all residential, civic, commercial, service and industry uses, except residential uses for four (4) or fewer dwellings.

17.05.100: PERMITTED USES; PRINCIPAL:

Principal permitted uses in an R-8 district shall be as follows:

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

17.05.110: PERMITTED USES; ACCESSORY:

Accessory permitted uses in an R-8 district shall be as follows:

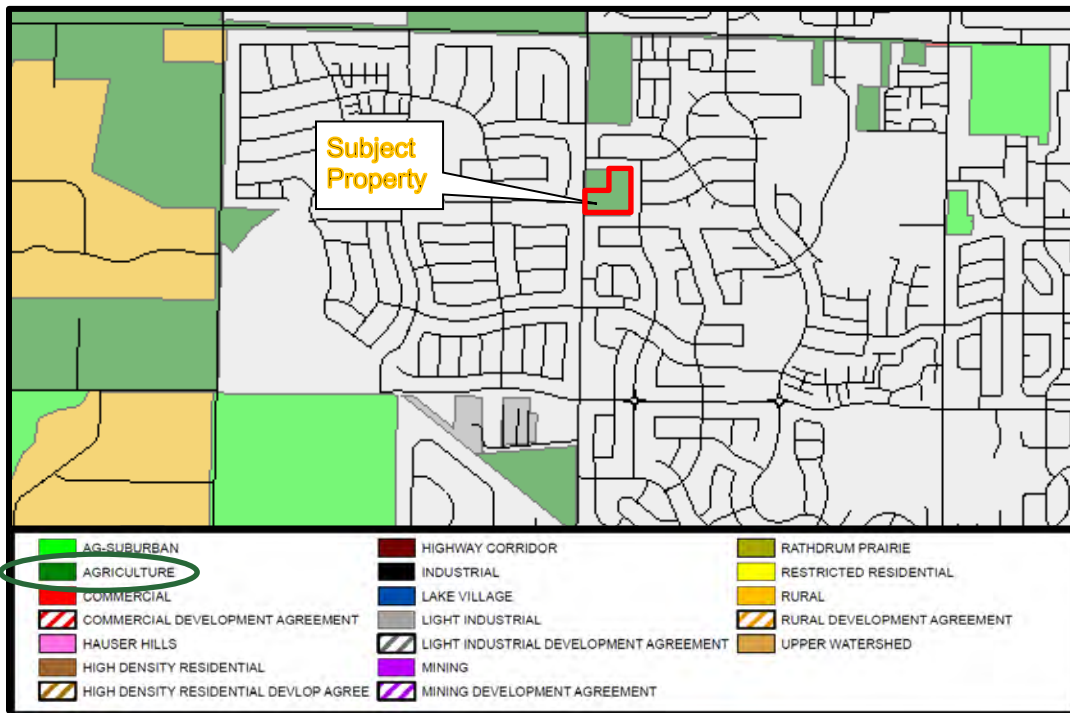
- Accessory dwelling units
- Garage or carport (attached or detached)
- Private recreation facility (enclosed or unenclosed).

17.05.120: PERMITTED USES; SPECIAL USE PERMIT:

Permitted uses by special use permit in an R-8 district shall be as follows:

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

CURRENT KOOTENAI COUNTY ZONING (Agriculture):



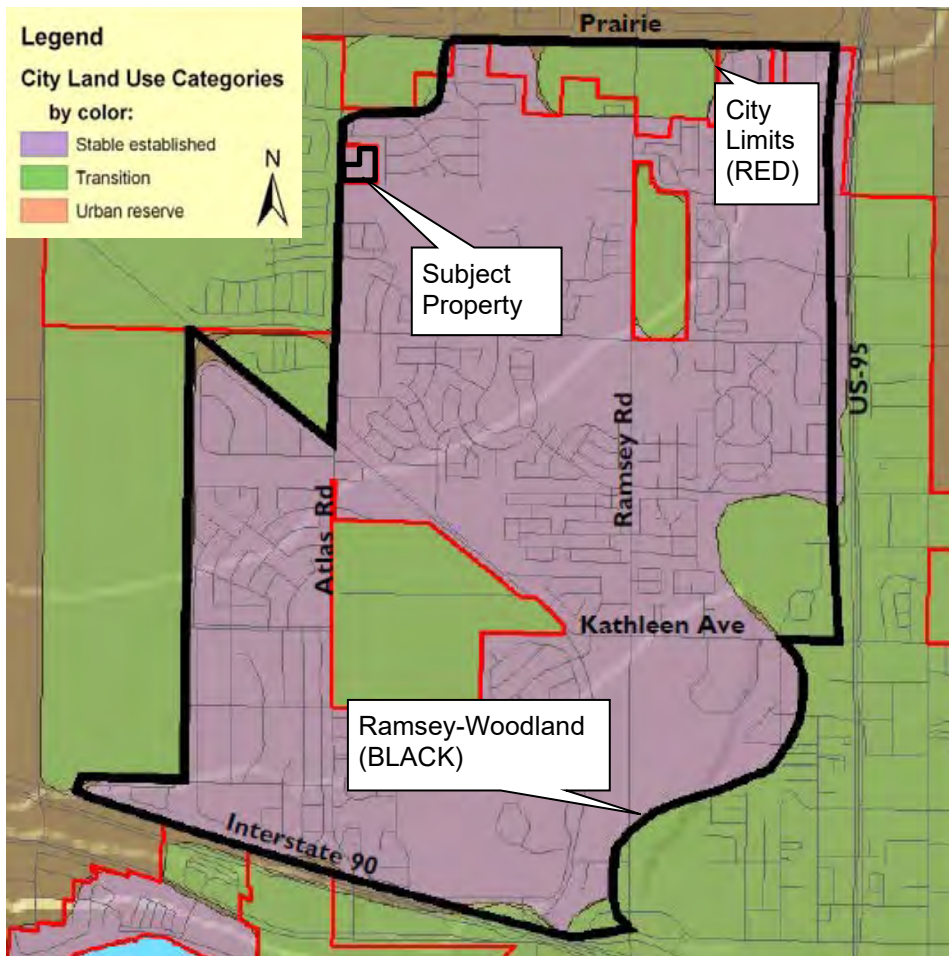
REQUIRED FINDINGS FOR ANNEXATION:

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

2007 COMPREHENSIVE PLAN- LAND USE CATEGORIES:

- The subject property is contiguous with existing city limits
- The City Comprehensive Plan Map designates this area as: Ramsey – Woodland:

Ramsey-Woodland -Comprehensive Plan Map:



Stable Established:

These areas are where the character of neighborhoods has largely been established and, in general, should be maintained. The street network, the number of building lots, and general land use are not expected to change greatly within the planning period.

Transition:

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

Land Use: Ramsey-Woodland

Ramsey - Woodland Today:

The development pattern in this area is mixed with established subdivisions, such as Coeur d'Alene Place, that are continuing to expand to the north. Passive and active parks have also been provided for the residents of these housing developments. Industrial uses are prominent to the west of Atlas Road with a mix of residential zoning on the south side of Hanley Avenue.

Neighborhood service nodes can be found throughout the Ramsey-Woodland area.

Ramsey - Woodland Tomorrow

Characteristics of the neighborhoods have, for the most part, been established and should be maintained. Development in this area will continue to grow in a stable manner. Lower density zoning districts will intermingle with the existing Coeur d'Alene Place Planned Unit Development (PUD) providing a variety of housing types. The northern boundary is the edge of the community, offering opportunities for infill.

The characteristics of Ramsey – Woodland neighborhoods will be:

- That overall density may approach three to four residential units per acre (3-4:1), however, pockets of higher density housing and multi-family units are appropriate in compatible areas.
- Pedestrian and bicycle trails.
- Parks just a 5-minute walk away.
- Neighborhood service nodes where appropriate.
- Multi-family and single-family housing units.

COMPREHENSIVE PLAN GOALS & OBJECTIVES:

- **Objective 1.02 - Water Quality:**
Protect the cleanliness and safety of the lakes, rivers, watersheds, and the aquifer.
- **Objective 1.11- Community Design:**
Employ current design standards for development that pay close attention to context, sustainability, urban design, and pedestrian access and usability throughout the city.
- **Objective 1.12 - Community Design:**
Support the enhancement of existing urbanized areas and discourage sprawl.
- **Objective 1.13 - Open Space:**
Encourage all participants to make open space a priority with every development and annexation.
- **Objective 1.14 - Efficiency:**
Promote the efficient use of existing infrastructure, thereby reducing impacts to undeveloped areas.
- **Objective 1.16 - Connectivity:**
Promote bicycle and pedestrian connectivity and access between neighborhoods, open spaces, parks, and trail systems.
- **Objective 2.02 - Economic & Workforce Development:**
Plan suitable zones and mixed use areas, and support local workforce development and housing to meet the needs of business and industry.

- **Objective 2.05 - Pedestrian & Bicycle Environment:**
Plan for multiple choices to live, work, and recreate within comfortable walking/biking distances.
- **Objective 3.01 - Managed Growth:**
Provide for a diversity of suitable housing forms within existing neighborhoods to match the needs of a changing population
- **Objective 3.05 - Neighborhoods:**
Protect and preserve existing neighborhoods from incompatible land uses and developments.
- **Objective 3.08 - Housing:**
Design new housing areas to meet the city's need for quality neighborhoods for all income and family status categories.
- **Objective 3.10 - Affordable & Workforce Housing:**
Support efforts to preserve and provide affordable and workforce housing.
- **Objective 3.16 - Capital Improvements:**
Ensure infrastructure and essential services are available prior to approval for properties seeking development.
- **Objective 3.18 - Transportation:**
Provide accessible, safe and efficient traffic circulation for motorized, bicycle and pedestrian modes of transportation, requesting input from authoritative districts and neighboring communities when applicable.
- **Objective 4.02 - City Services:**
Provide quality services to all of our residents (potable water, sewer and stormwater systems, street maintenance, fire and police protection, street lights, recreation, recycling and trash collection).
- **Objective 4.06 - Public Participation:**
Strive for community involvement that is broad-based and inclusive, encouraging public participation in the decision making process.

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

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

STORMWATER:

Stormwater will be addressed as the area proposed for annexation develops. All stormwater must be contained on-site. A stormwater management plan, conforming to all requirements of the City, shall be submitted and approved prior to the start of any construction.

-Submitted by Chris Bosley, City Engineer

STREETS:

The subject site is currently undeveloped. The site has frontage along the east side of Atlas Road. Any necessary improvements to this street and frontage would be addressed during future construction. The Streets and Engineering Department has no objection to this annexation request.

-Submitted by Chris Bosley, City Engineer

WATER:

The subject property will be served by Hayden Lake Irrigation District and have provided a "Will Serve" letter.

-Submitted by Kyle Marine, Water Assistant Director

WASTEWATER:

1. The nearest public sanitary sewer is located in Cornwall St. At no cost to the City, a public sewer extension conforming to City Standards and Policies will be required prior issuance of any building permits. A sewer easement will be required to reach the subject property.
2. The Subject Property is within the City of Coeur d'Alene Area of City Impact (ACI) and in accordance with the 2013 Sewer Master Plan; the City's Wastewater Utility presently has the wastewater system capacity and willingness to serve this annexation request as proposed.
3. This project will require the extension of public sewer "To and Through" this annexation as proposed.

-Submitted by Larry Parsons, Utility Project Manager

FIRE:

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

Fire department access to the site (Road widths, surfacing, maximum grade and turning radiuses), in addition to, fire protection (Size of water main, fire hydrant amount and placement, and any fire line(s) for buildings requiring a fire sprinkler system) will be reviewed prior to final plat recordation or during the Site Development and Building Permit, utilizing the currently adopted International Fire Code (IFC) for compliance. The CD'A FD can address all concerns at site and building permit submittals with the corrections to the below conditions.

-Submitted by Bobby Gonder, Fire Inspector

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

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

PHYSICAL CHARACTERISTICS:

The subject property is approximately 7.69 acres and is relatively flat. There is a single-family dwelling and small accessory structures on the western portion of the site with mature trees on the front portion of the property. Prairie Avenue is to the north .40 mile. The subject property is a small pocket of land entirely surrounded by residential developments in the City. The parcel fronts Atlas Road on the west with Sunshine Meadows to the north, and the Coeur d'Alene Place Development and Park Rose developments directly to the south. The developments within the area are primarily single-family developments.

PHOTOS OF SUBJECT PROPERTY:

Bird's eye view of the subject property looking east



Looking southeast from Atlas Road toward the subject property



Looking directly west from Atlas road at the subject property



Along Atlas Road looking north toward Prairie Avenue at the subject property



Looking east toward the interior portion of the subject property



Looking southeast toward the Coeur d'Alene Place and Park Rose developments



Looking northeast from Atlas Road at the subject property frontage



Looking northeast at the neighboring property along Atlas Road



Looking west toward “The Landings” development along Atlas Road



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

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 annexation itself would not adversely affect the surrounding area with regard to traffic, as no traffic is generated from an annexation alone. The Streets & Engineering Department has no objection to the annexation as proposed.

-Submitted by Chris Bosley, City Engineer

NEIGHBORHOOD CHARACTER:

See the “Ramsey-Woodland Today” descriptions from the 2007 Comprehensive Plan listed in finding #B8 as well as the photos of subject property.

GENERALIZED LAND USE PATTERN:



EXISTING ZONING:



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

PROPOSED ITEMS FOR AN ANNEXATION AGREEMENT:

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
2010 Coeur d'Alene Trails Master Plan

ACTION ALTERNATIVES:

City Council must consider this request for zoning in conjunction with annexation and make separate findings to approve, deny or deny without prejudice.

A-1-20 Minutes Excerpt from meeting held on 10-13-20

Applicant: Harmony Homes, LLC
Location: 7278 Atlas Road
Request: A proposed 7.69-acre annexation from County Ag to City R-8
LEGISLATIVE, (A-1-20)

Tami Stroud, Associate Planner, provided the following statements.

- Merle Van Houten, on behalf of Harmony Homes, LLC is requesting approval of a proposed +/- 7.69-acre annexation from County Agricultural to city R-8 zoning district (Residential at 8 units/acre).
- Because the requests involve multiple land use actions (3 total), some of which stop at the Planning Commission (unless appealed), with the annexation that continues on to the City Council, staff made an effort to write the staff reports in a manner that split the requests into their two respective parts.
- Ms. Stroud went through the required findings for annexation.
- The City Comprehensive Plan map designates the area as Ramsey-Woodland.
- Ms. Stroud noted the various staff comments located in the staff report and said that all departments did not have any issues with the request.
- The proposed annexation itself would not adversely affect the surrounding area with regard to traffic, as no traffic is generated from an annexation alone, per Chris Bosley, City Engineer.

Commission Comments:

Commissioner Ingalls asked if the deviations are similar in regard to the deviations, setbacks, lot sizes, private streets etc. Ms. Stroud said they are similar.

Commissioner Ingalls asked how projects approved in the past with similar deviations are doing today, and if there have been any complications. Ms. Stroud explained that a preapplication meeting is required with the applicant to discuss issues that might come up down the road.

Commissioner Fleming noted a comment in a letter they received where the homeowner was concerned that if the project is approved it would have an impact on their water pressure, which is currently not great. She asked how they would get assurance from the water district that the property can be adequately served. Ms. Stroud commented that the applicant submitted a "will serve" letter from Hayden Lake Irrigation District stating that the property could be adequately served and noted that the applicant was present for further questions. Commissioner Fleming said that there is a large amount of green grass that is a "water gobbler" and that they should be looking at more conscientious ways to conserve water because of lack of rainfall and drier summers, and how it will affect the aquifer.

Chairman Messina questioned the deviation for a ten-foot setback for the townhouses and asked if that ten feet is measured from the property line, or from where the building pad starts. He said that from looking at the site plan it looks like a path going around the perimeter of the property. Ms. Stroud

explained that they are intending to have a rear yard setback of ten feet, and behind the property is a six-foot-wide path around the perimeter with a buffer in the rear, and they will be providing shorter fences, which the applicant could address.

Public testimony open.

Merle Van Houten, applicant, provided the following statements:

- He thanked staff for a great presentation.
- He provided a brief introduction to “Delcardo” Village, which is a 42- lot development comprised of twin-style homes with property lines running down the common wall.
- The main feature of the Planned Unit Development (PUD) is a 6-foot-wide walking path around the perimeter of the property for people to use, including some landscaping features such as benches and garden boxes, with a gated entrance as noted on the renderings.
- The architectural style will be the same which will be approved by the Homeowners Association (HOA)
- The homes will be designed with two beds/two baths per unit, plus a two-car garage and a full driveway for off-street parking. The project is conveniently located by city parks and some neighborhood stores.
- It is also a request for annexation of 7.69 acres to R-8 and an offer of 16.2% open space.
- The property is located next to Sunshine Meadows to the northeast, CDA Place to the south, and The Landings to the west.
- Mr. Van Houten noted two important items: 1) They currently have a 70’ foot right-of-way for Atlas Road which is considered an arterial road, and 2) There is no opportunity for vehicular/pedestrian connectivity to any side other than from Atlas Road, which is the only egress/ingress into the property.
- He referenced a rendering showing the entrance, which is gated, and explained the amenities that are included.
- They will place either a vinyl or wood fence surrounding the property.
- The project will be a great extension for the city.
- All of the Comprehensive Plan policies listed in the staff report have been met.
- The project will be constructed in a single phase with the infrastructure going in next summer and construction planned to start with market demand.
- They intend to provide 50 feet of greenspace, with no plans in the future to widen Atlas Road per Chris Bosley, City Engineer.
- Everyone who has a backyard will have a privacy fence and a gate with access to the walking path.
- Mr. Van Houten said they don’t want a “cattle chute” feel when walking down the 20’ foot wide path behind the development so they will lower the backyard fence to 4’ feet in height to contain pets but provide something that is open so people can interact with their neighbors to provide a more user-friendly community.
- The development will be similar to Parc Rose in Coeur d’Alene Place which has a gated entrance with enough area at the front of the entrance to safely turn around.
- The development will have four different floor plans to choose from, which all offer 2 beds/2 baths minimum with a 2-car garage, a front porch and a back patio. The square footage of each home will range anywhere from 1200 to 1600 feet of living space, not including the garage.
- Mr. Van Houten provided renderings showing the types of homes to be built in the development with the styles comparable to other homes in the area.
- All roads in the development will be private and maintained by an HOA
- Parking will be allowed on both sides of the street.
- Emergency access was discussed with the Fire Department and per the fire code it states that the development must have two approaches onto Atlas Road since they don’t have an opportunity to connect to Coeur d’Alene Place, with the requirement to have a primary access to the south and an emergency access road to the north that is 20 feet wide and set apart.
- The fire access roads will have signage which says “fire lane no parking or snow storage” but will allow them to use the path as a pedestrian path.

- Water will be provided from the Hayden Lake Irrigation District that issued 42 meters for domestic use plus three irrigation meters. He explained that in regard to the comment submitted by a citizen regarding their water pressure, their property is out of the Hayden Lake Irrigation District's boundary. The boundary for Hayden Lake Irrigation District is a shared property line so they are on another system because the Hayden Lake Irrigation jurisdiction doesn't go any farther south than the property.
- The applicant concluded his presentation.

Commission Comments:

Commissioner Ingalls said that he was concerned with the Sunshine Meadows development and explained that if he was living in one of those houses, he might have concerns with a home built 10 feet from their property line. He clarified that the setback was 10 feet with the rear face of the house from the property line at Sunshine Meadows would be 30 feet. Mr. Van Houten noted on the map that there is a 20 foot wide open space tract and then there is a 10 foot wide rear yard setback behind the house, so they will have at least 30 feet from the back of the wall to the subdivision boundary. They are increasing the minimum distance.

Chairman Messina said that it was stated that the development will have a lower fence on the property so the people living in the homes can see the walking path. He added that it is a lot of distance between the neighbors' existing fence to the property so they aren't right against each other. Mr. Van Houten explained that people living in the surrounding subdivision moved in expecting to have a standard subdivision, but they will be provided a privacy fence adjoining them.

Chairman Messina asked about the existing trees and if those trees will stay around the perimeter since they aren't in the "house construction" zone. Mr. Van Houten explained that as they get into the design it is their desire to keep trees and if construction forces them to take down the trees, they will replace those plantings.

Commissioner Fleming suggested looking at ADA requirements to provide a good size front door, good turning radius in the bathrooms and level enough to be able to roll through the house. She commented that it would be a great development for people with disabilities. She further commented that it was mentioned that the development is designed to initiate communication but she didn't see a place to commune as a group and that it puts pressure on other parks that already have a lot of usage. She said that she would like to see a big enough place for the community to get together, rather than their back yard. She commented that she is for preserving the aquifer and asked the applicant to look at alternatives to grass. She added it is a "home run" as a development since it is single-level and will appeal to all people who are looking for a single-level home that requires special needs.

Duffy Smock, applicant, addressed the water concerns and commented that he will provide landscaping that is low maintenance and that the development is not intended to be a 55 or older community. He added that they will be doing the front and back yards as hardscape requiring less water.

Aaron Riggs said he owns two acres on the corner bordered by the subdivision and asked if there will be a privacy fence around the property.

Mr. Smock said there would be a fence.

Commissioner Fleming asked if the applicant would be using non-flammable materials on the side of the house since the buildings are 10 feet apart. She said that she doesn't like vinyl because it burns easier.

Mr. Smock said that they will follow building codes that state the inside of the building is required to have a firewall and separation for noise, and the exterior will be made out of hardy board.

Public testimony closed.

Discussion:

Commissioner Ingalls stated the positives and said the property is what Sean Holms, Senior Planner, would call a “doughnut hole” and that some of those properties belong in the city to clean things up. Those properties are being served by the city. He concurred that R-8 zoning, which the property is surrounded by, and it would allow for 51 units on the property. He commented that he lives in Parc Rose and those gated communities aren’t for everyone but are for people who don’t want to be burdened by landscaping maintenance, and he feels that since he lives in a community like the proposed development, he is a good judge.

Chairman Messina said that he concurred with all comments and likes the project. He agreed with a single story with big buffer areas in the back.

Commissioner Mandel concurred and commented that they can’t stop the growth and the development will be a good opportunity for an infill project.

Motion by Fleming, seconded by Ward, to approve Item A-1-20. Motion approved.

ROLL CALL:

Commissioner Fleming	Voted
Commissioner Ingalls	Voted
Commissioner Mandel	Voted
Commissioner Ward	Voted

Motion to approve carried by a 4 to 0 vote.

Project Narrative

Delcardo Village PUD

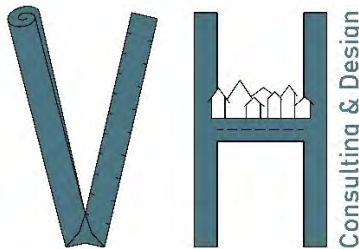
**Annexation, Subdivision and Planned Unit Development of:
Parcel #0-3560-27-335-AA & 0-3560-27-335-AC
Kootenai County, Idaho**

For:

**Harmony Homes, LLC
1000 Northwest Blvd.
Coeur d'Alene, ID 83814**

Prepared by:

Merle Van Houten, P.E., LEED AP



**Van Houten Consulting and Design, LLC
1013 Coeur d'Alene Ave.
Coeur d'Alene, ID 83814
(208) 755-8512**

September 1st, 2020

Project Narrative For Delcardo Village PUD

Project Overview

Existing Conditions

The subject property is the current site of a single-family residence situated on approximately 7.69 acres. The western portion of the property is comprised of a residence, small out-buildings and mature trees. The eastern portion of the property has been used for agriculture in the past. The terrain is nearly level and typical of undeveloped land on the Rathdrum Prairie.



Looking at Developments to the Northwest



View Near Atlas road

It lies in a small pocket of unincorporated land surrounded by CDA Place to the south, Sunshine Meadow to the north and east, and the Landings at Waterford to the West. These existing communities have been developed in the City of Coeur d’Alene as R-8 or R-8 PUD.

Atlas Road runs along the west side of the property as do overhead power lines. Prairie Avenue is located 0.40 miles to the north. None of the surrounding communities provide an opportunity for vehicular access, leaving Atlas Road the only possible point of ingress and egress for vehicles and pedestrians.

Mainline connections for domestic water and wastewater are available from the surrounding developments. Hayden Lake Irrigation District is the water purveyor while the City of Coeur d’Alene has jurisdiction over sewer.



Existing Conditions Map

An Introduction to Delcardo Village PUD

Harmony Homes, LLC has envisioned Delcardo Village PUD as a private, gated community. The layout of the development was created to provide a sense of community, offering aesthetics and amenities which promote interactions among residents in a leisurely atmosphere. Common outdoor spaces will offer a walking path which meanders through ornate landscaping, park benches and garden boxes as it wraps around the entire perimeter of the development. The cumulative result is a cohesive community of residents who sought out Delcardo Village because they value a quiet, secure neighborhood where people can form bonds with their neighbors.



PUD Rendering by Michael Terrell Landscape Architecture

All homes in Delcardo Village are defined as “twin homes” or two-unit townhomes, meaning there will be 21 structures for a total of 42 residences. Each of the 42 homes will be available for individual ownership and have their own private yard. A set number of pre-developed floor plans will be offered to prospective buyers. While certain options and variations will be available, offering pre-designed architectural plans ensures the community will maintain its overarching aesthetic. Of the 42 lots, 34 are sized to accommodate a residence with a footprint of up to 37.5’x65’, while the footprint of the other 8 residences will measure 33.5’x65’. Each dwelling will have a double car garage and enough driveway space to accommodate outdoor off-street parking.



Home Rendering by ML Architects. See PUD Submittal Package for More Building Elevations

Delcardo Village is ideally situated for a private PUD community setting due to per-existing connectivity conditions. Yet, it still achieves compatibility with the developments which surround it by complying with R-8 density requirements and defining the distance from PUD boundary to the back wall of any residence as greater than the conventional 25 foot rear yard setback.

It is with great pleasure Harmony Homes, LLC brings this application for annexation, subdivision and PUD before the City of Coeur d’Alene.

- *Overall density may approach three to four residential units per acre (3-4:1), however, pockets of higher density housing and multi-family units are appropriate in compatible areas.*
- *Pedestrian and bicycle trails*
- *Parks just a 5 minute walk away*
- *Neighborhood service nodes where appropriate*
- *Multi-family and single-family housing units.”*

Delcardo Village is comprised of 42 twin-homes for a density of 5.4 dwelling units per gross acre which is compatible with the R-8 zone and similar to other nearby PUDs. Its pedestrian trail is the cornerstone of the PUD amenities offered and will connect to the portion of the Atlas Road multi-use trail constructed as part of this development. From there, pedestrians and passenger cars alike can use the Atlas Road corridor to travel 0.40 miles to the neighborhood stores on the corner of Atlas Rd. and Prairie Ave., or 0.50 miles to Landings Park.

iii. Special Areas: Spokane-Valley Rathdrum Prairie Aquifer – *“We will protect (the aquifer’s) quality and preserve its quantity”*

The Spokane-Valley Rathdrum Prairie Aquifer is possibly our region’s most valuable asset and should be protected. Delcardo Village is compatible with surrounding residential developments and poses no greater risk to the aquifer than they.

iv. Goals and Policies – The following is a list of applicable goals set forth by the comprehensive plan and a brief description of how they will be achieved at Delcardo Village.

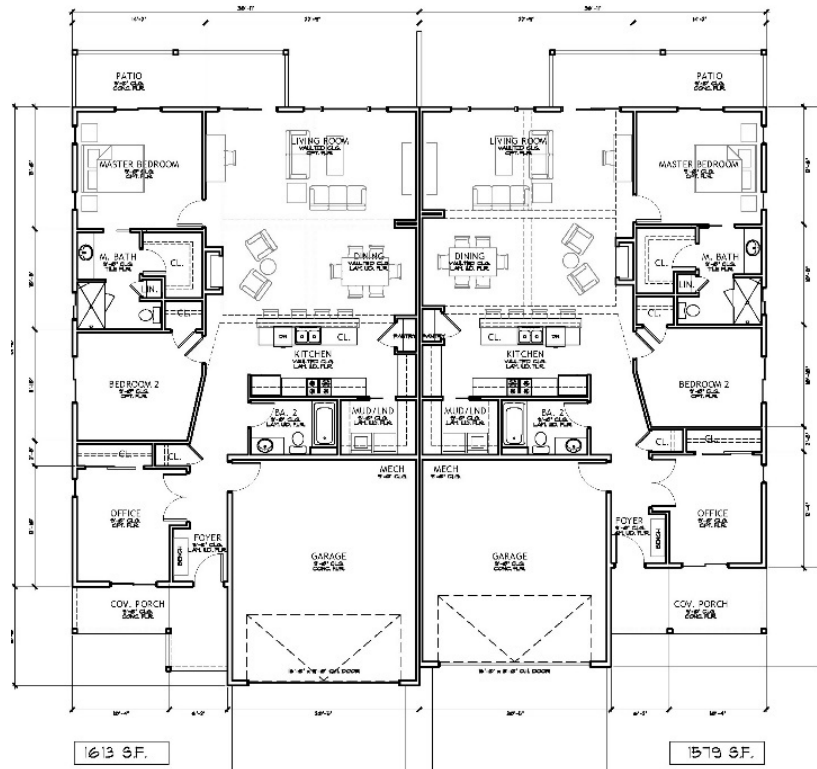
Goal #1 – Natural Environment – The natural beauty of the City of Coeur d’Alene and its surrounding environment is what makes it such a desirable place to live. Delcardo Village achieves natural environment objectives such as Community Design, Open Space and Connectivity by providing pedestrian connectivity and beautiful landscaping along Atlas Road and throughout the development. Providing its residents opportunities to interact with each other in an outdoor setting is one of the highest goals the development is designed to achieve.

Goal #3 – Home Environment – The existing subdivisions surrounding the subject property makes a residential neighborhood the logical choice for this development. This project’s location fits the managed growth of the City and the housing needs being created by people choosing to call Coeur d’Alene home.

PUD Subdivision Development Plan

Dwelling Units

The homes at Delcardo Village will feature footprints of roughly 1,200 to 1,600 square feet of living space, not including the attached two car garage. Each home will have two bedrooms and two bathrooms with some offering an office/flex room as well. Kitchens will open onto dining and living room areas, creating an open floor plan outside the bedrooms. Laundry areas and mechanical equipment will be set in dedicated spaces closed from view.



Floor Plan by ML Architects. See PUD Submittal Package for More Floor Plan Options

Each home will have a front porch, back patio and individual fenced yard. The common wall of the buildings will be constructed to meet fire rating requirements and be soundproof for the privacy of the residents.

Open Space

The first impression one receives of Delcardo Village will come as they approach it from Atlas Road. The road is designated as an arterial in the City of Coeur d'Alene. As such, this project will grant it an additional 20 feet in right-of-way width and 30 feet of roadside buffer beyond that. The city has no current plans to widen Atlas Road, so the cumulative effect will be a 50-foot-wide landscaped greenspace featuring a continuation of the Atlas Road multi-use trail meandering through trees and other plantings which comply with the City's Street Tree Ordinance.

Delcardo Village will feature a wide vehicular entrance with ample open space on either side to create a grand entrance. A discreetly sized entry monument will be placed among decorative planting areas and small rolling landscape berms to give Delcardo Village a unique identity.



Entrance Rendering by Michael Terrell Landscape Architecture

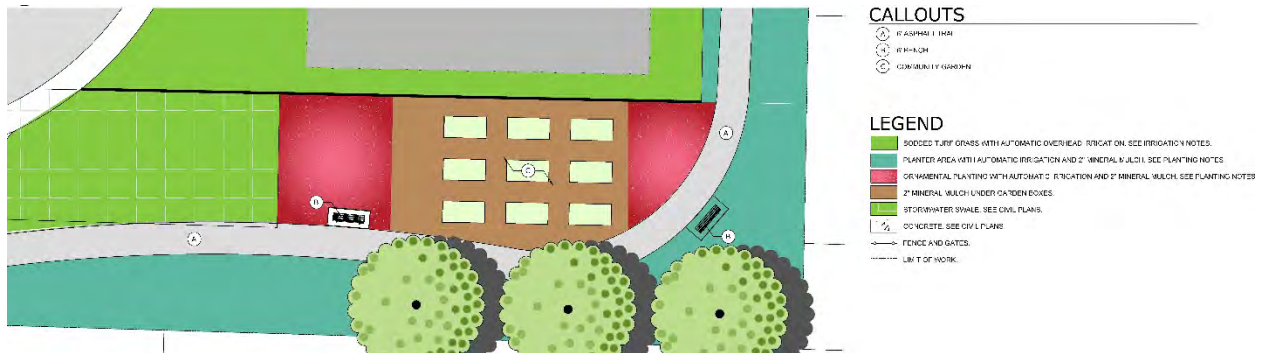
The focal point of Delcardo Village’s open space amenities is a pedestrian path which will allow users to stroll around the full perimeter of the development. The entire loop will be over a half mile long. This path will not only act as a means of exercise for residents and their dogs but a conduit to connect the community. Many of the residents will have access to the path from a gate in their back yard. A privacy fence will be constructed along the boundary of the PUD, but the backyard fences of the residences abutting the path will be shorter, providing containment for pets while promoting a connected community where people have more opportunities to intermingle and get to know one another.

The path will connect to the Atlas Road Trail next to the vehicular entrance in the development’s southwest corner. Delcardo Village is a private gated community; therefore, a pedestrian gate will be constructed across the path near the PUD’s main entrance. The path will have a six-foot-wide asphalt surface as it leaves the Atlas Trail and wraps counterclockwise around the southern, eastern and northern boundaries of the PUD. At the northwest corner of the PUD the path jogs south and connects to Breaux Drive. Here, the user will utilize the sidewalks adjacent to the street to connect with the 20-foot-wide emergency vehicle access. The emergency vehicle access road will be closed to regular traffic which lends itself perfectly to the completion of the loop with the Atlas Trail. Pedestrians will travel the emergency access road to its connection point with the Atlas trail and then south along the trail, crossing the PUD main entrance and arriving at the starting point. A spur trail will be constructed off the emergency access road so most of the residents of Block 2 can enjoy rear yard access to the path and increased connectivity to their backyard neighbors.



In order to maximize the attractiveness of leisurely strolls around the path, it will be surrounded by landscaped areas and grassy lawns. Providing benches throughout the path’s course will allow

pedestrians to stop, rest and socialize with their neighbors. It is reasonable to assume some of the PUD’s citizens will also be gardening enthusiasts and, therefore, garden boxes will be provided in the southeast corner of the PUD open space.

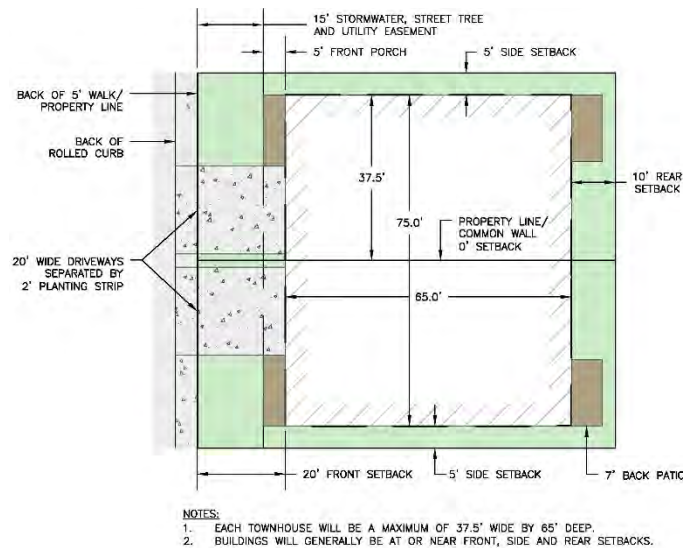


Open Space Plan by Michael Terrell Landscape Architecture

Snow storage and stormwater collection areas have been designated in open space tracts and do not count towards the qualifying open space area required to meet PUD criteria. Delcardo Village will have 1.25 acres, or 16.2%, of its gross area designated as qualifying open space. Areas of common ownership and the amenities in them will be maintained by the homeowner’s association.

Lot Size

The lots in Delcardo Village are sized to accommodate a building footprint of up to 37.5 feet wide by 65 feet deep (2,400 sq. ft.). It is anticipated that most footprints will be less than 1,800 sq. ft and, therefore, create more yard space. The average lot size in the PUD is 4,436 square feet, the smallest lot is 3,619 square feet. This is a requested deviation from the R-8 minimum lot size of 5,500 square feet. Front yard building setbacks of 20 feet will be maintained throughout the PUD which is consistent with the R-8 zone. However, a side yard setback deviation is being requested to reduce the standard of 5’ on one side and 10’ on the other side with 10’ on sides flanking a street, to zero setback along the common wall and 5’ on exterior side and 5’ on sides flanking the street. Rear yard setbacks are requested to be reduced from 25 feet down to as much as 10 feet, although most rear yards will have depths of 20 feet or more. The rear yard setback deviation will not be an intrusion to backdoor neighbors because the open space tract for the path runs between them. The 20-foot-wide tract and the 10 foot setback create a 30 foot buffer which is greater than the R-8 rear setback of 25 feet. The PUD will have 34 lots with a street frontage width of 42.5’, while the frontage on the other eight will be 38.5. This is a deviation from the 50 foot width prescribed in the R-8 zone.



Typical Layout of Lots 1-14, Block 3

See PUD Drawings for Dimensioning and Building Setbacks of All Lots.

The front lot line will be set at the back of sidewalk. The first 15 feet of the 20 foot front building setback will be granted as a stormwater, street tree and utility easement. These areas are necessary for stromwater swales, water meter boxes, fire hydrants and dry utility pedestals. They will be grassed and irrigated, and feature street trees located in the long stretches between driveways. Front porches will be allowed to extend into the five feet of front setback not occupied by the easement. Driveways will be sized for two car garages which will provide for ample off-street parking for residents and their visitors.

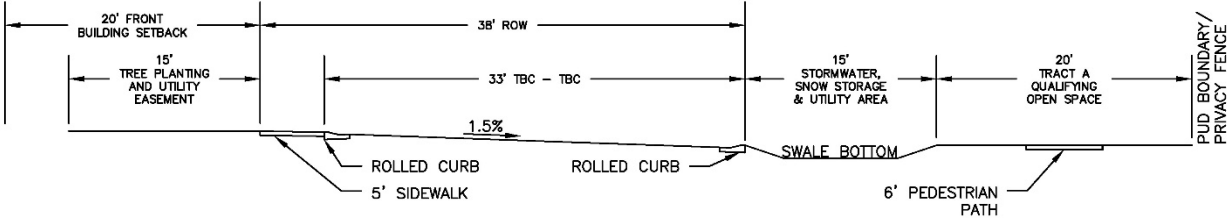
As discussed in the open space section of this narrative, back yards abutting the common pathway will feature shorter fences. The intent is to achieve an open community aesthetic while still providing containment for pets. These yards will each have a back gate so residents can access the path from their back door.

The appearance from neighboring communities will be that of a density compliant with R-8 rules. The R-8 zone allows duplexes outright, making the proposed twin-home style a similar end product. Lastly, as previously discussed, the back wall of a residence in Delcardo Village will be no closer to the PUD boundary than 30 feet which provides a greater buffer from neighboring communities than the conventional 25 foot rear yard setback of the R-8 zone.

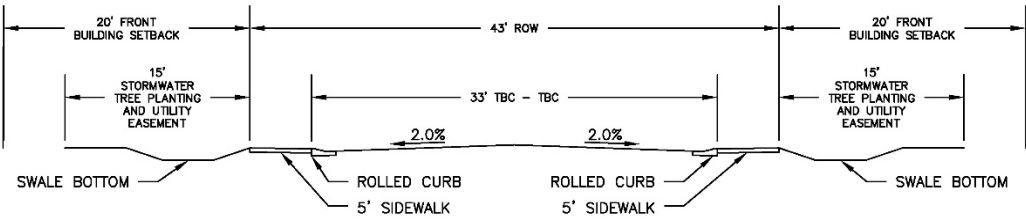
Roads

Residents and visitors to Delcardo Village will be greeted with an ornately designed gated entry feature. The entry will have a sensor to allow residents automated access. A keypad in the landscaped median will allow guests and delivery trucks to access the community as well. The widened approach allows for vehicles denied at the gate to easily turn around and safely re-enter Atlas Road.

The interior roads will be privately maintained and wide enough to allow for on-street parking on both sides. The roads will feature rolled curb throughout with concrete sidewalk connected to the back of the curb. Sidewalk underdrains will allow stormwater to exit the road and flow into grassed swales for containment and treatment. Sidewalk will not be installed on the south side of Breaux Drive where the common path runs adjacent to it.



Typical Section: South Leg of Breaux Drive



Typical Section: All Other Interior Roads

The roads in Delcardo Village are private and will, therefore, be privately maintained. Stormwater and snow storage areas have been contemplated as part of the PUD's programming and assigned designated areas. Areas dedicated in open space tracts for these uses do not count towards the PUD criteria of ten percent minimum open space. Delcardo Village offers 16.8% qualifying open space while taking this into account.

Deviations to road design being requested as part of this PUD application are private streets with a gated entrance and a reduction from a standard 55 foot public right-of-way to private roadway tracts having widths of 46.5 feet, 43 feet and 38 feet.

Emergency Access

The Coeur d'Alene Fire Department was consulted at the inception of the design of Delcardo Village to ensure the layout would be developed in compliance with regulations of the International Fire Code (IFC). Per IFC regulations, any development with more than 30 dwelling units must have a second means of emergency vehicle ingress and egress. Emergency access roads must be at least 20 feet wide and surfaced to accommodate emergency vehicles. It must also meet the requirements of IFC D107.2- "Remoteness" for separation distance from the primary access. The City Fire Department has verified the 20-foot-wide emergency access road depicted on the PUD drawings satisfies these requirements. The emergency access connection to Atlas Road will be gated with a breakaway padlock. Grasscrete pavers will be used in proximity to the Atlas trail. Signage indicating, "Fire Lane – No Parking – No Snow Storage" will be posted along the emergency access road.

The Fire Department has also reviewed the geometry of the common driveway in front of Lots 13 and 14, Block 2 and determined it meets the criteria of a "hammerhead turnaround" per IFC Appendix D. The common driveway will also have posted signage which reads, "Fire Lane – No Parking – No Snow Storage".

Utilities

Domestic water will be supplied by the Hayden Lake Irrigation District. Van Houten Consulting and Design has collaborated with the District manager to identify two connection points to existing water mains and form a looped system which will satisfy all irrigation, domestic water and fire suppression needs. A will-serve application has been made to the District and will be heard before their Board Members on September 1, 2020.

Wastewater will be gravity fed through Delcardo Village towards its southeast corner. There it will continue to gravity flow through a 20-foot-wide easement dedicated on Lot 11, Block 2 of Sunshine Meadow Seventh Addition. A "doghouse" style manhole will be constructed in Cornwall Street to connect Delcardo Village's wastewater to the City's system. City staff was consulted for the development of this sewer alignment and deemed it to be the most viable option. The developer of Delcardo Village has purchased Lot 11, Block 2 to alleviate any potential inconvenience to the property owner during construction.

Connections for power, gas, phone, cable and internet are readily available and will be supplied throughout Delcardo Village.

Delcardo Village’s Relationship with major public development programs (freeways, highways, parks, trails, open spaces, utility transmission lines and other facilities)

Delcardo Village represents a logical continuation of growth for the City of Coeur d’Alene in that it blends well with the existing developments surrounding it. It will interact with major public development programs in the same way as its neighbors. Atlas Road is an arterial corridor of the City and includes a multi-use trail and utility transmission lines. City parks and neighborhood convenience centers are located less than one half mile away.

Development Schedule

- Phasing (Including commencement and completion): Delcardo Village and all its required improvements will be constructed in a single phase spanning no longer than one year. Subsequent home construction will be driven by market conditions.
- Total number of acres in each phase: A single phase of 7.69 acres.
- Percentage of acreage to be devoted to particular uses:
 - Atlas ROW Dedication: 0.19 acres
 - Internal Roadway Tracts: 1.47 acres
 - Arterial Roadway Buffer: 0.22 acres
 - Total Open Space Tracts: 1.53 acres
 - Qualifying Open Space Area: 1.25 acres (16.2%)
 - Residential Parcels: 4.28 acres
- Proposed number and type of dwelling units for each phase: 42 “twin-home” style townhomes in a single phase.
- Avg. residential density per gross acre for each phase: 5.46 units per gross acre.

City Code Compatibility

Harmony Homes, LLC and their design team purposely made the formation of this proposal a collaborative effort with the agencies and departments which have a vested interest in it. The City Code cited below highlights the meticulous planning which went into creating a community which will be desirable to the City and its residents.

17.07.230: Planned Unit Development Review Criteria

- A. *The Proposal is in conformance with the Comprehensive Plan*
 - The Comprehensive Plan was reviewed for compliance while Delcardo Village was being conceptualized. The section of this report titled “2007 Comprehensive Plan Compatibility” covers this topic in detail.
- B. *The design and planning of the site is compatible with the location, setting and existing uses on adjacent properties.*
 - The subject property is surrounded on all sides by R-8 and R-8PUD developments in the City of Coeur d’Alene. The R-8 PUD request being made in this application is a logical continuation of the City’s growth.

- C. *The proposal is compatible with natural features of the site and adjoining properties. In the case of property located within the hillside overlay zone, does not create soil erosion, sedimentation of lower slopes, slide damage, or flooding problems; prevents surface water degradation, or severe cutting or scarring; reduces the risk of catastrophic wildfire in the wildland urban interface; and complements the visual character and nature of the city.*
- The development is located over the Rathdrum Prairie Aquifer and outside any hillside overlay zones. The natural features are typical of those found on the prairie and in the adjoining properties.
- D. *The location, design, and size of the proposal are such that the development will be adequately served by existing streets, public facilities and services.*
- Delcardo Village’s design team has individually collaborated with planning, engineering, fire, water and wastewater departments, among others, to ensure all necessary services are attainable and design criteria can be met. The City’s pre-application process yielded positive feedback and a few minor comments which were easily incorporated into the design.
- E. *The proposal provides adequate private common open space area, as determined by the commission, no less than ten percent (10%) of gross land area, free of buildings, streets, driveways or parking areas. The common open space shall be accessible to all users of the development and usable for open space and recreational purposes.*
- Dedicated areas in Delcardo Village which meet the definition of open space under PUD guidelines make up over 16% of the gross area. These areas have been programmed to enhance the quality of life of all its residents, promote and sense of community and encourage interaction among neighbors.
- F. *Off street parking provides parking sufficient for users of the development.*
- Each dwelling unit will have a two-car garage fed by a 20 foot long driveway, providing ample off street parking.
- G. *The proposal provides for an acceptable method for the perpetual maintenance of all common property.*
- A homeowner’s association will be formed for Delcardo Village and be responsible for managing the perpetual maintenance of all common property.

17.07.245: Development Standards

The maximum allowable density for planned unit developments and limited design planned unit developments shall be based on the overall gross deeded land area, and shall be equal to or less than the overall density and density bonuses permitted by the applicable zoning district in which the planned unit development is proposed. In order to achieve the purposes of these provisions, the following standards may be modified:

- Delcardo Village will have a density of 5.46 units per gross acre. The following summary of deviations and amenities provides a recap of the detailed descriptions made earlier in this report:

Requested Deviations

The following deviations from existing standards are requested:

1. Side yard setbacks: 5'/0' interior wall (from 5'/10' per R-8 zoning)
2. Side street setbacks: 5' (from 10' per R-8 zoning)
3. Rear yard setback: 10' (from 25' per R-8 zoning)
4. Private gated entrance
5. Private streets within the PUD Development
6. Reduction for a 55' wide right-of-way to a private road tract with widths of 46.5', 43' and 38'.
7. Reduction in minimum lot size from 5,500 sf to and average lot size of 4,436 sq. ft. and a minimum lot size of 3,619 sq. ft.
8. Reduction in minimum lot frontage from 50 ft. on a public street to 42.5 ft. and 39.0 ft. on a private street.

Proposed Open Space Amenities

The following open space amenities will be available to all residents of the Delcardo Village:

1. 1.25 acres of qualifying open space area (16.2%)
2. A pedestrian path which will allow users to walk the entire perimeter of the development at a length of over one half mile.
3. Park benches
4. Garden boxes
5. Decorative landscaping
6. Ornate entry feature

17.07.250: Distribution of Improvements Without Reference to Lot or Block Lines:

All improvements for planned unit developments and limited design planned unit developments including off street parking and loading spaces, usable open space, and landscaping, buffering and screening may be located within the development without reference to the lot lines or blocks, except that required parking spaces serving residential activities shall be located within two hundred feet (200') of the building containing the living units served.

- The location of all improvements and amenities are depicted on the PUD drawings which accompany this narrative and have been programmed in a way for residents to readily access and utilize them. Sufficient off-street parking is provided for each dwelling unit on its respective lot and no other residential activities require off street parking. The street widths do, however, allow for parking on both sides of the street.

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

A-1-20

A. INTRODUCTION

This matter having come before the Planning Commission on October 13, 2020, and there being present a person requesting approval of ITEM A-1-20, a request for zoning prior to annexation from County Agricultural to City R-8.

APPLICANT: HARMONY HOMES, LLC

LOCATION: +/- 7.69 ACRE PARCEL LOCATED BETWEEN SUNSHINE MEADOWS, AND
CDA PLACE TO THE SOUTH

**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 single family

- B2. That the Comprehensive Plan Map designation is Ramsey Woodland.

- B3. That the zoning is County Agricultural.

- B4. That the notice of public hearing was published on September 26, 2020, which fulfills the proper legal requirement.

- B5. That the notice of public hearing was not required to be posted, 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 October 13, 2020.

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

Objective 1.02 - Water Quality:

Protect the cleanliness and safety of the lakes, rivers, watersheds, and the aquifer.

Objective 1.12 Community Design:

Support the enhancement of existing urbanized areas and discourage

Objective 1.14 Efficiency:

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

Objective 1.16 Connectivity:

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

Objective 3.01 Managed Growth:

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

B9. That public facilities and utilities are available and adequate for the proposed use. This is based on the input from Hayden Lake Water District and other staff.

B10. That the physical characteristics of the site do make it suitable for the request at this time it is flat topography with no major obstacles ease of construction.

B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, or existing land uses based on the comments from the city engineer that traffic would not have an impact to this site.

C. ORDER: CONCLUSION AND DECISION

The Planning Commission, pursuant to the aforementioned, finds that the request of HARMONY HOMES, LLC for zoning prior to annexation, as described in the application should be approved.

Suggested provisions for inclusion in an Annexation Agreement are as follows:


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

ROLL CALL:

Commissioner Fleming	Voted Yes
Commissioner Ingalls	Voted Yes
Commissioner Mandel	Voted Yes
Commissioner Ward	Voted Yes

Commissioners Luttrupp and Rumpler were absent.

Motion to approve carried by a 4 to 0 vote.



CHAIRMAN TOM MESSINA

City Council Meeting



November 17, 2020

A-1-20: +/- 7.69 Acre Annexation



A-1-20: Annexation

APPLICANT/OWNER:

Harmony Homes, LLC
1000 Northwest Blvd.
Coeur d'Alene, ID 83814

ENGINEER:

Van Houten Consulting and Design
Merle Van Houten
1013 Coeur d'Alene Ave.
Coeur d'Alene, ID 83814

SUBJECT:

Request for zoning in conjunction with annexation

LOCATION:

A +/- 7.69 acre parcel on the east side of Atlas Road



A-1-20: Annexation Comprehensive Decision Points

The applicant is requesting:

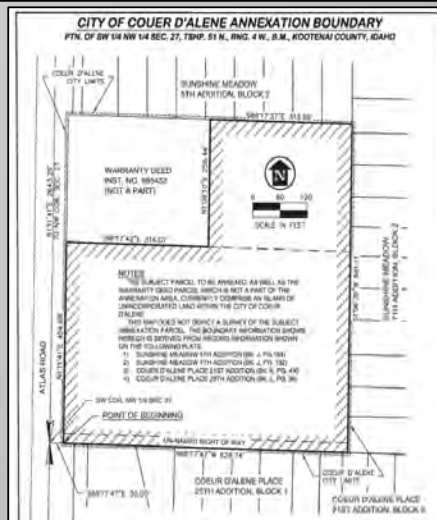
1. Annexation of +/- 7.69 acres
2. R-8 zoning designation



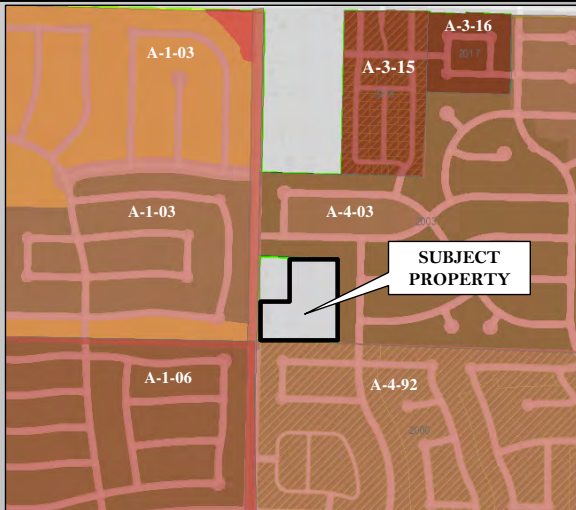
A-1-20: Annexation Vicinity Map



A-1-20: Annexation Map



A-1-20: Annexation History Map



A-1-20: Annexation

Bird's eye view of the subject property looking east



A-1-20: Annexation Photo of Subject Property

Site Photo - 1

View looking southeast from Atlas Road toward the subject property



A-1-20: Annexation Photo of Subject Property

Site Photo - 2

View from Atlas Road looking north toward Prairie Avenue at subject property



A-1-20: Annexation Photo of Subject Property

Site Photo - 3

*View looking east
toward the interior
portion of the
subject property*



A-1-20: Annexation Photo of Subject Property

Site Photo - 4

*View looking
southeast
toward Coeur
d'Alene Place,
and Park Rose
developments.*



A-1-20: Annexation Photo of Subject Property

Site Photo - 5

*View looking
northeast from
Atlas Road at
the subject
property*



A-1-20: Annexation Photo of Subject Property

Site Photo - 6

*Looking west
along Atlas
Road toward
"The Landings"
development*



A-1-20: Annexation Requested R-8 Zoning District

17.05.090: GENERALLY:

- A. The R-8 district is intended as a residential area that permits a mix of housing types at a density not greater than eight (8) units per gross acre.

A-1-20: Annexation Annexation Findings

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

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 (make) (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.



A-1-20: Annexation Required Findings

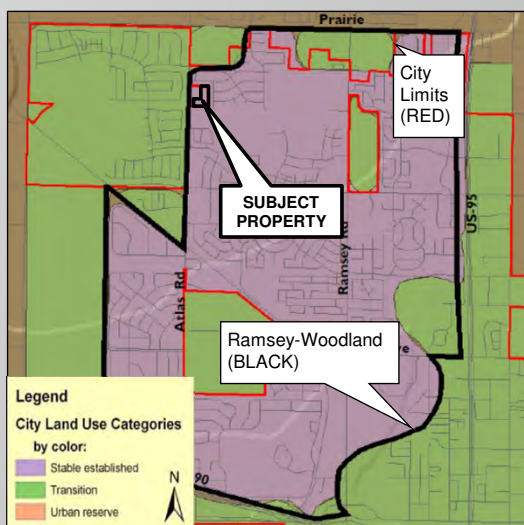
Finding #B8: That this proposal (is) (is not) in conformance with the Comprehensive Plan policies.

2007 COMPREHENSIVE PLAN- LAND USE CATEGORIES:

- The subject property is contiguous with existing city limits
- The City Comprehensive Plan Map designates this area as:

Ramsey – Woodland

A-1-20: Annexation Finding #B8: continued



Stable Established:

These areas are where the character of neighborhoods has largely been established and, in general, should be maintained. The street network, the number of building lots, and general land use are not expected to change greatly within the planning period.



A-1-20: Annexation Finding #B8: continued

Ramsey- Woodland Today:

The development pattern in this area is mixed with established subdivisions, such as Coeur d'Alene Place, that are continuing to expand to the north. Passive and active parks have also been provided for the residents of these housing developments. Industrial uses are prominent to the west of Atlas Road with a mix of residential zoning on the south side of Hanley Avenue. Neighborhood service nodes can be found throughout the Ramsey-Woodland area.



A-1-20: Annexation Finding #B8: continued

Ramsey- Woodland Tomorrow:

Characteristics of the neighborhoods have, for the most part, been established and should be maintained. Development in this area will continue to grow in a stable manner. Lower density zoning districts will intermingle with the existing Coeur d'Alene Place Planned Unit Development (PUD) providing a variety of housing types. The northern boundary is the edge of the community, offering opportunities for infill.



A-1-20: Annexation Finding #B8: continued

Characteristics of Ramsey-Woodland neighborhoods will be:

That overall density may approach three to four residential units per acre (3-4:1), however, pockets of higher density housing and multi-family units are appropriate in compatible areas.

- Pedestrian and bicycle trails.
- Parks just a 5-minute walk away.
- Neighborhood service nodes where appropriate.
- Multi-family and single-family housing units.

A-1-20: Annexation Finding #B8: Comp Plan Goals & Objectives

Objectives:

- | | |
|--|---------------------------------------|
| 1.02-Water Quality | 2.05-Pedestrian & Bicycle Environment |
| 1.11 –Community Design | 3.05 – Neighborhoods |
| 1.12 –Community Design | 3.16 – Capital Improvements |
| 1.13- Open Space | 3.18 – Transportation |
| 1.14 –Efficiency | 4.02 – City Services |
| 1.16 – Connectivity | 4.06 – Public Participation |
| 2.02 –Economic & Workforce Development | |



A-1-20: Annexation Required Findings

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

City Staff has indicated that there are adequate public services and facilities available.

Staff comments from Streets & Engineering, Water, Wastewater and Fire are located in your staff report on pages 8 & 9.

A-1-20: Annexation Required Findings

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

- The subject property is approximately 7.69 acres and is relatively flat.
- There is a single-family dwelling and small accessory structures on the western portion of the site with mature trees on the front portion of the property.
- The subject property is a small pocket of land entirely surrounded by residential developments in the City.

A-1-20: Annexation Required Findings

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

NEIGHBORHOOD CHARACTER:

This is a rapidly changing area within Coeur d'Alene. Multiple annexations, subdivisions, zone changes and PUD's have been approved in the area within the last five years.

Sunshine Meadows is to the north, with Coeur d'Alene Place, and Park Rose developments directly to the south. The developments within the area are primarily single-family developments.

A-1-20: Annexation Department Comments

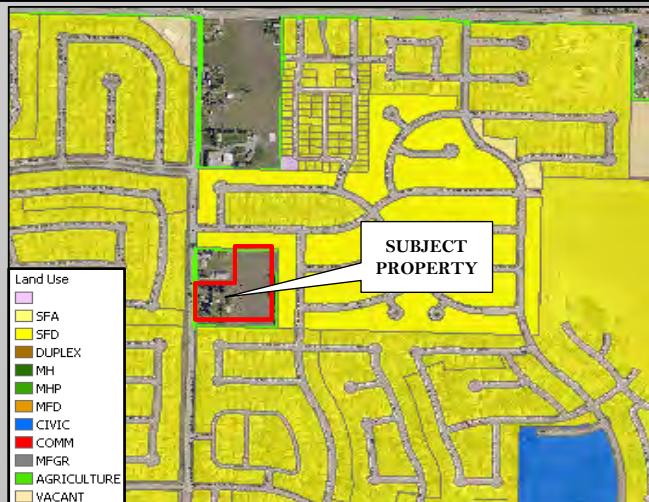
Finding #B11: (continued)

TRAFFIC:

The proposed annexation itself would not adversely affect the surrounding area with regard to traffic, as no traffic is generated from an annexation alone. The Streets & Engineering Department has no objection to the annexation as proposed.

-Submitted by Chris Bosley, City Engineer

A-1-20: Annexation Generalized Existing Land Uses



A-1-20- Annexation Existing Zoning



A-1-20: Annexation Proposed Items for Annexation Agreement

NONE.

A-1-20: Annexation Action Alternatives

The City Council must consider this request for zoning in conjunction with annexation and make appropriate findings to:

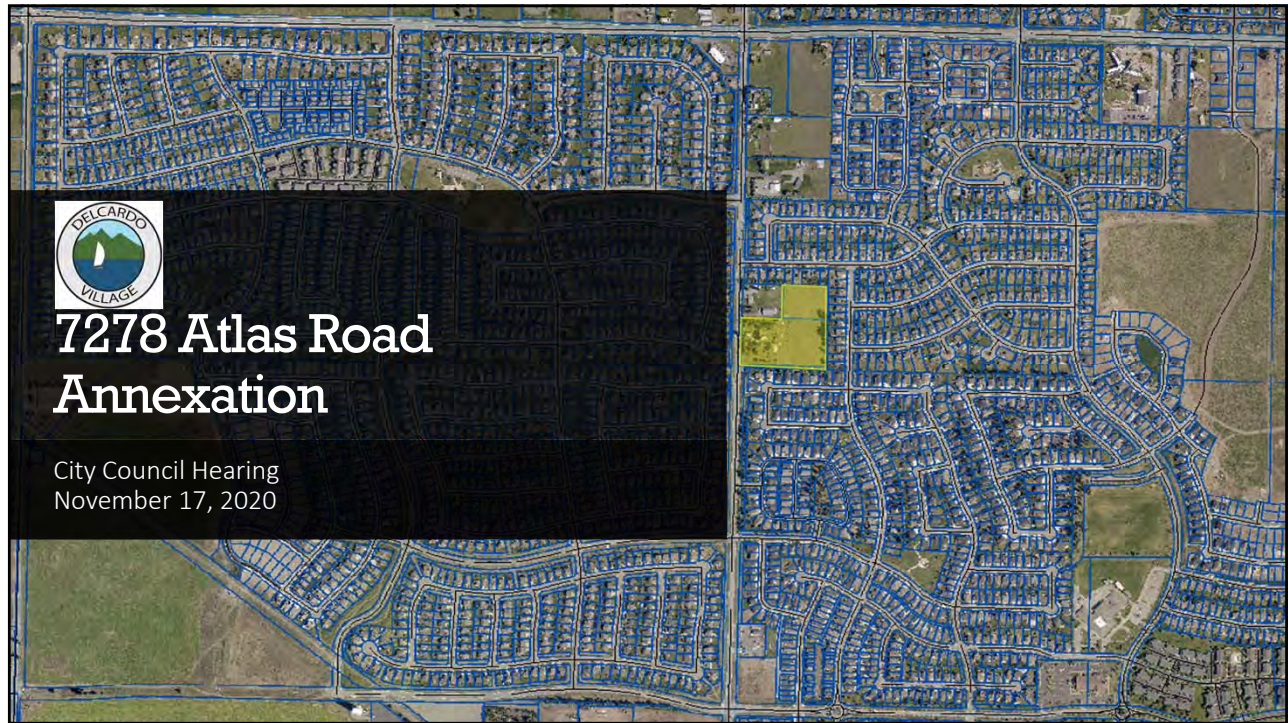
- Approve**
- Deny**
- Deny without prejudice**



A-1-20: Annexation Vicinity Map



APPLICANT PRESENTATION



About Us

This request is made on behalf of:
 Harmony Homes, LLC
 1000 Northwest Blvd.
 Coeur d'Alene, ID



Presenting:

Van Houten Consulting & Design
 401 E. Sherman Ave., Ste. #211
 Coeur d'Alene, ID



Request:

7.69 acres annexation of County Agricultural into the City R-8 zone.

Existing Conditions

North
Sunshine Meadow 5th Add.
R-8 subdivision

West
Atlas Road
Arterial Classification
70' wide right-of-way



East
Sunshine Meadow 7th Add.
R-8 subdivision

South
CDA Place 25th Add.
R-8 Planned Unit Development

7278 Atlas Road Annexation



Existing Conditions



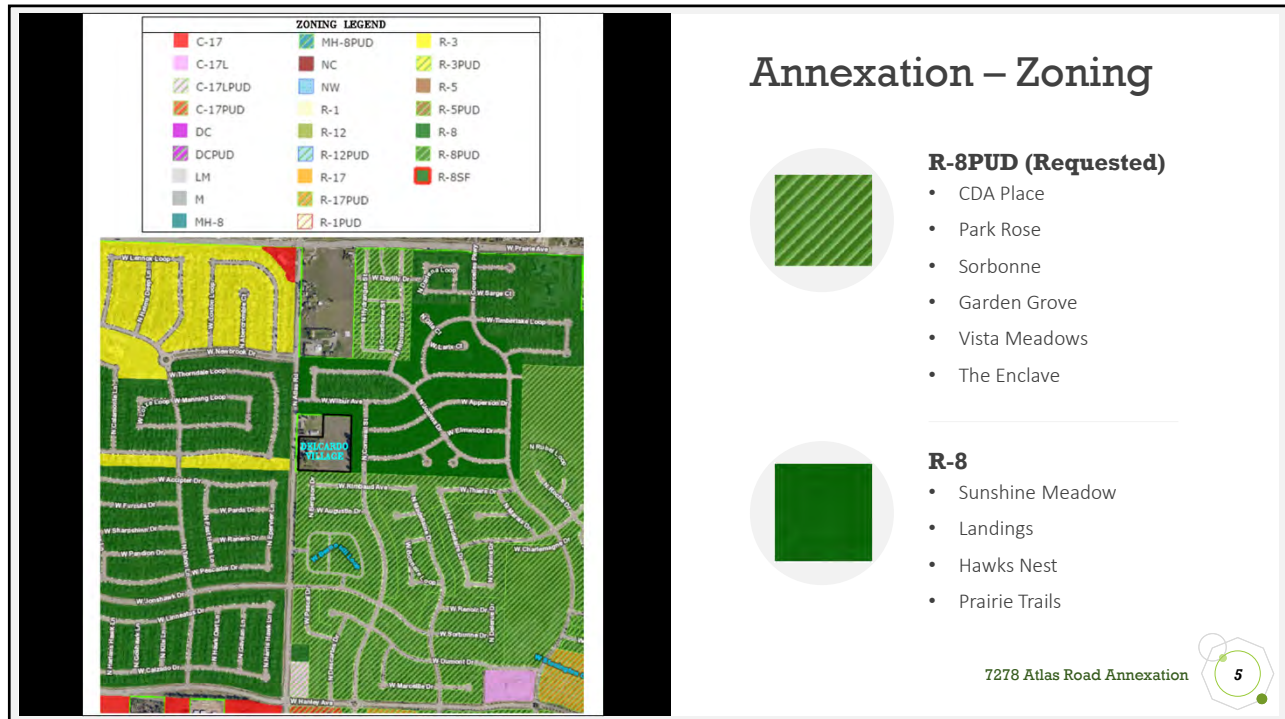
- Atlas Road looking east
- CDA Place 25th Add. to the south (right)
- Backdrop of Canfield Mountain



- Near southwest corner facing Northeast
- Terrain typical of the Rathdrum Prairie
- Sunshine Meadow 5th and 7th Add.

7278 Atlas Road Annexation





Annexation – Comprehensive Plan Compatibility

Plan Category

Neighborhood Area

Special Areas

Goals & Policies

Goals & Policies

Stable Established:

- 5.46units/acre complies with R-8 zone density.
- Atlas Rd. is the only opportunity for vehicular or pedestrian connectivity.
- Homes 30' minimum from PUD boundary.

Ramsey – Woodland:

- Density similar to nearby PUDs.
- Internal pedestrian connectivity is the cornerstone of the proposed amenities.
- Continuation of Atlas Rd. Trail.
- City Park and neighborhood stores within ½ mile.

Spokane-Valley Rathdrum Prairie Aquifer:

- Compatible with surrounding developments.

Goal #1 Natural Environment:

- Pedestrian Connectivity.
- Ornate landscaping.
- Conducive to outdoor interactions and activity.

Goal #3 Home Environment:

- Logical location for residential development.
- Fits with the managed growth of Coeur d'Alene.

7278 Atlas Road Annexation 6



Thank You



Merle Van Houten, P.E. 📍

(208) 755-8512 ☎

merle@vanhoutencd.com ✉

Van Houten Consulting & Design, LLC

CITY COUNCIL MEETING

STAFF REPORT

DATE: November 17, 2020
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: **V-20-03, Vacation of a portion of Atlas Road right-of-way adjoining the westerly boundary of Tax No. 25317 EX Tax No. 9956 in the City of Coeur d'Alene.**

DECISION POINT

The applicant, Rex Anderson, Fusion Architecture, PLLC on behalf of Andy Singh, ASG Holdings, LLC, is requesting the vacation of right-of-way that adjoins the east side of Atlas Road, North of Seltice Way and South of I-90.

HISTORY

It is unknown when the requested right-of-way was originally dedicated to the City of Coeur d'Alene.

FINANCIAL ANALYSIS

The vacation of the requested right-of-way would not have any financial impact on the City and would add approximately 4,574 sf to the County tax roll. It would be a benefit to the municipality as tax revenue and eventual development of a portion of this site could lead to a more significant taxing entity.

PERFORMANCE ANALYSIS

The purpose of this request is to vacate a 10' foot strip of Atlas Road right-of-way along the east side of Atlas Road, north of Seltice Way to make it more useful for traffic circulation for a planned new gas station. All Utilities are existing and in place, and there is no foreseeable use for this additional right-of-way. Therefore, the vacation of this portion of right-of-way adjoining this parcel would not impact the City and would be a benefit to the property owner. 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, Rex Anderson, Fusion Architecture, PLLC on behalf of Andy Singh, ASG Holdings, LLC.

EXHIBIT OF RIGHT-OF-WAY VACATION

FRONTING PARCEL C-0000-003-6400
IN THE SW ¼ SEC. 3, T.50N., R.4W., B.M.,
IN THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

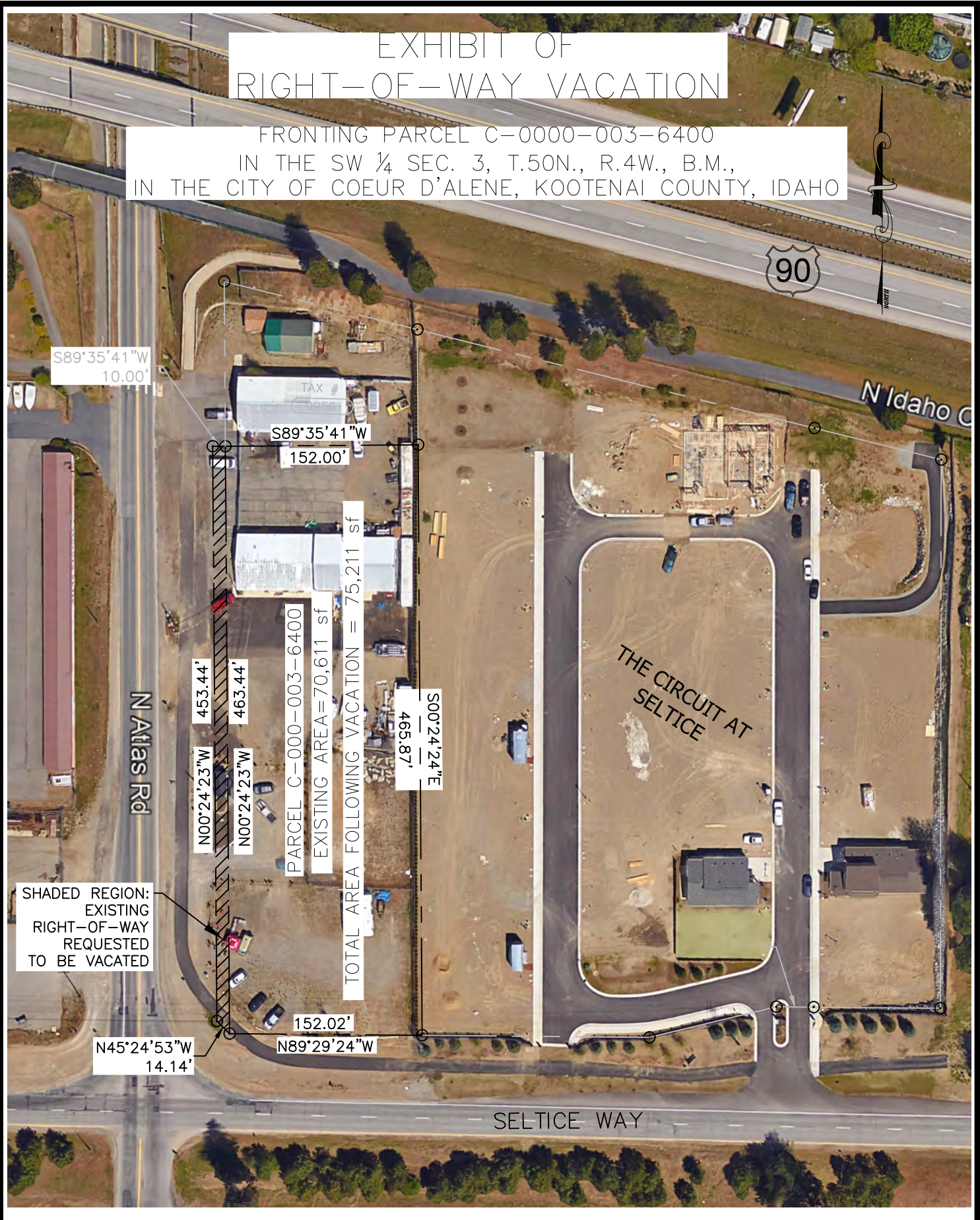


EXHIBIT OF RIGHT-OF-WAY VACATION
ATLAS ROAD
PARCEL C-0000-003-6400

FRAME & SMETANA, PA
Consulting Engineers

FS

SCALE: 1"=100'

DATE: 07/07/2020

FILE: A254 SITE.dwg

603 North 4th Street, Coeur d'Alene, Idaho, 83814
Ph.(208)664-2121/Fax:(208)765-5502/Email:smetana@roadrunner.com

SHEET 1 OF 1

EXHIBIT OF RIGHT-OF-WAY VACATION

FRONTING PARCEL C-0000-003-6400
IN THE SW ¼ SEC. 3, T.50N., R.4W., B.M.,
IN THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY,
IDAHO

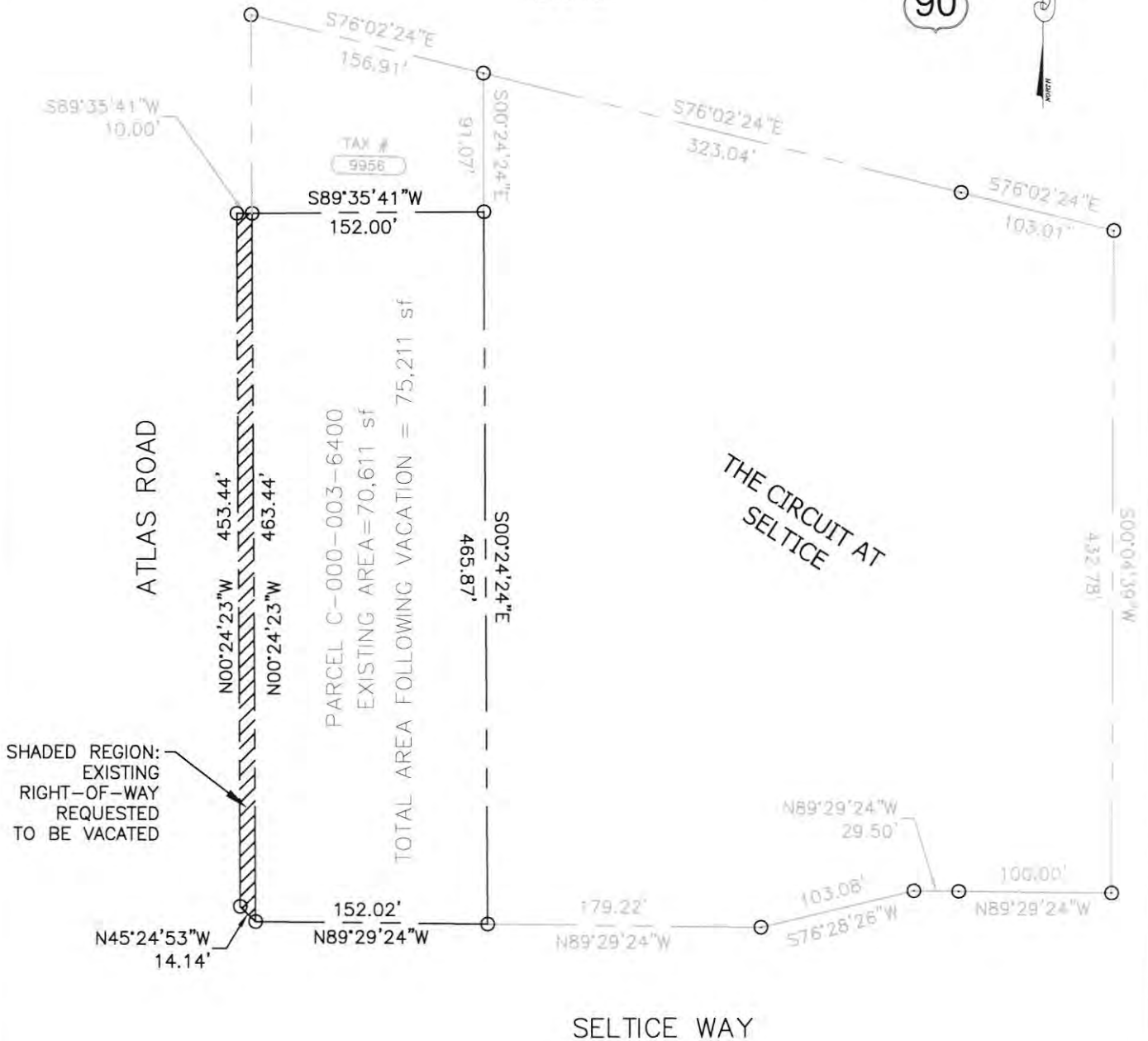


EXHIBIT 'B'

EXHIBIT OF RIGHT-OF-WAY VACATION ATLAS ROAD PARCEL C-0000-003-6400			FRAME & SMETANA, PA Consulting Engineers 603 North 4th Street, Coeur d'Alene, Idaho, 83814 Ph.(208)664-2121/Fax:(208)765-5502/Email:smetana@roadrunner.com	 SHEET 1 OF 1
SCALE: 1"=100'	DATE: 08/20/2020	FILE: A254 SITE.dwg		

ORDINANCE NO. _____
COUNCIL BILL NO. 20-1022

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, VACATING A PORTION OF ATLAS ROAD RIGHT-OF-WAY GENERALLY DESCRIBED AS A PARCEL OF LAND ADJOINING THE WESTERLY BOUNDARY OF TAX NO. 25317 EX TAX NO. 9956 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 a portion of the Atlas Road 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 portion of right-of-way shall revert to the adjoining property owners to the east.

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 November 17, 2020.

APPROVED by the Mayor this 17th day of November, 2020.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. ____
V-20-03, PORTION OF ATLAS ROAD RIGHT-OF-WAY VACATION

The City of Coeur d'Alene, Idaho hereby gives notice of the adoption of Coeur d'Alene Ordinance No. ____, vacating a portion of the Atlas Road right-of-way.

Such portion of the 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-20-03, vacating a portion of the Atlas Road right-of-way and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 17th day of November, 2020.

Randall R. Adams, Chief Civil Deputy City Attorney

EXHIBIT 'A'

VACATION LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 50 NORTH, RANGE 4 WEST, B.M., IN THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TEN FOOT WIDE STRIP OF LAND MEASURED AT A RIGHT ANGLE TO AND FIFTEEN FEET WESTERLY FROM THE EASTERLY RIGHT-OF-WAY LINE OF ATLAS ROAD, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 3, THE SOUTH QUARTER CORNER OF SAID SECTION 3, BEARING S 89°29' 24" E, 2650.36 FEET;

THENCE N 82°04'54" E, 442.71 FEET TO THE INTERSECTION OF THE SAID EASTERLY RIGHT-OF-WAY LINE OF ATLAS ROAD AND THE NORTHERLY RIGHT-OF-WAY LINE OF SELTICE WAY;

THENCE LEAVING THE SAID NORTHERLY RIGHT-OF-WAY LINE, N 45°24'53" W, 14.14 FEET;

THENCE PARALLEL TO AND 10.00 FEET WESTERLY OF THE SAID EASTERLY RIGHT-OF-WAY LINE OF ATLAS ROAD, N 0°24'23" W, 453.44 FEET;

THENCE N 89°35'41" E, 10.00 FEET TO THE SAID EASTERLY RIGHT-OF-WAY LINE OF ATLAS ROAD;

THENCE ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE OF ATLAS ROAD, S 0°24'23" E, 463.44 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING APPROXIMATELY 0.105 ACRE.



EXHIBIT OF RIGHT-OF-WAY VACATION

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IN THE SW ¼ SEC. 3, T.50N., R.4W., B.M.,
IN THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY,
IDAHO

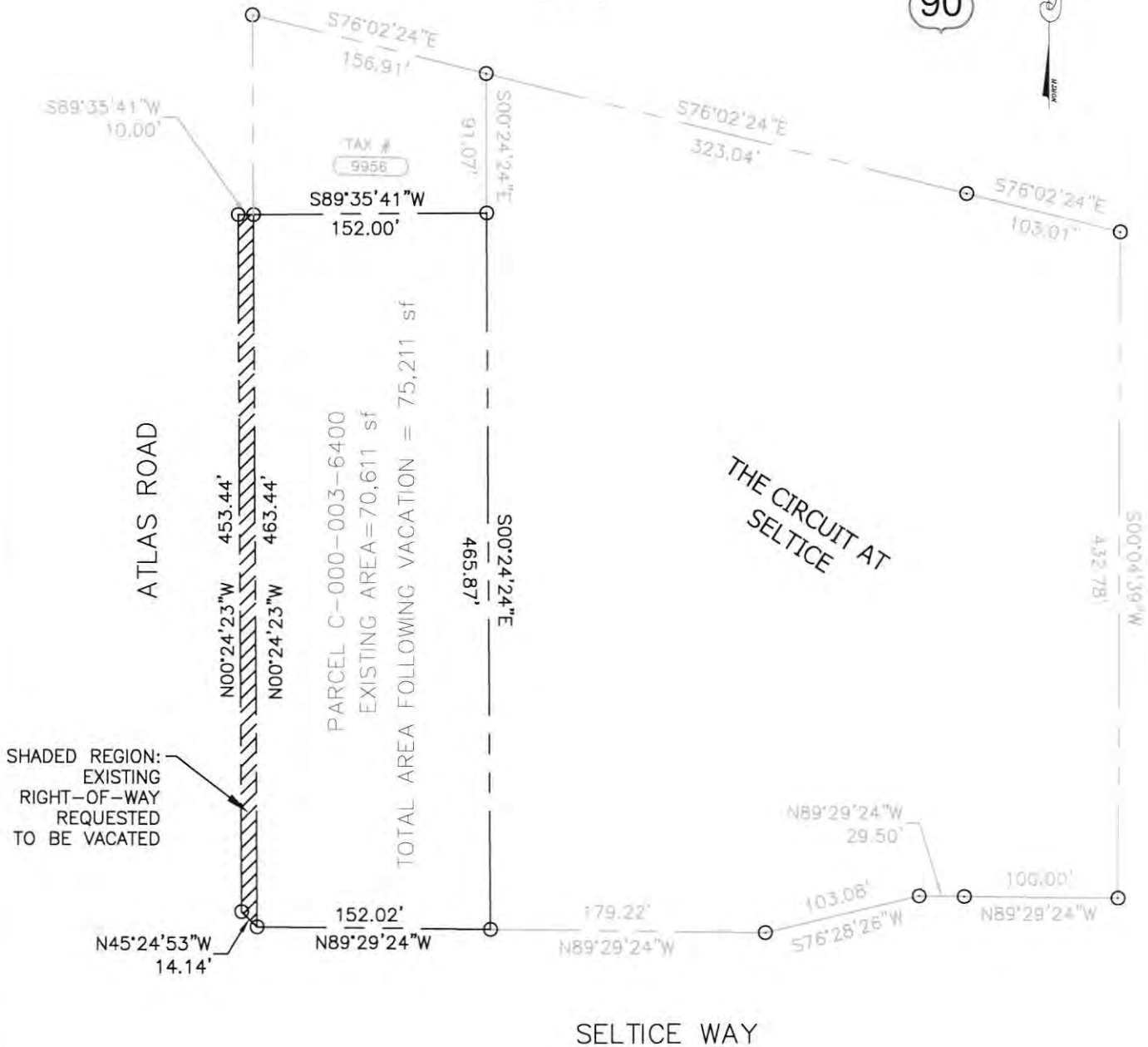


EXHIBIT 'B'

EXHIBIT OF RIGHT-OF-WAY VACATION ATLAS ROAD PARCEL C-0000-003-6400			FRAME & SMETANA, PA Consulting Engineers 603 North 4th Street, Coeur d'Alene, Idaho, 83814 Ph.(208)664-2121/Fax:(208)765-5502/Email:smetana@roadrunner.com	 SHEET 1 OF 1
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