



Coeur d'Alene

CITY COUNCIL MEETING

March 15, 2016

MEMBERS OF THE CITY COUNCIL:

Steve Widmyer, Mayor

Council Members Edinger, English, Evans, Gookin, McEvers, Miller

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.

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 G - Public Comments is identified by the Mayor. The Mayor and Council will not normally allow audience participation at any other time.

6:00 P.M.

MARCH 15, 2016

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Pastor Craig Miles with Real Life Ministries CDA

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.

F. PRESENTATIONS:

1. ANNUAL REPORT FROM THE ARTS COMMISSION

Presented by: Jennifer Drake, Chairman and Sean Holm, Planner

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

1. Approval of Council Minutes for March 1, 2016 and March 7, 2016 Council Meetings.
2. Approval of Bills as Submitted.
3. Approval of Public Works Committee and General Service Minutes for March 7, 2016 Meetings.
4. Setting of a public hearing for April 5, 2016 to hear public testimony regarding the Community Development Block Grant (CDBG) Plan Year 2016 Annual Action Plan.

5. Setting of General Services and Public Works Committees meetings for March 21, 2016 at 12:00 noon and 4:00 p.m. respectively.

6. Resolution No. 16-011

a. Agreement with BMX Association for a three year term for use of the Cherry Hill BMX Track.

Recommended by the General Services Committee

b. Approval of Change Order No. 1 to the contract with Ednetics, Inc. for the IP Camera Surveillance System

Recommended by the General Services Committee

c. Approval of Change Order No. 1 to the Contract with Specialty Pump Service for the 4th Street Well Rehabilitation Project.

Recommended by the Public Works Committee

d. Declaration of surplus used vehicles and equipment from various departments.

Recommended by the Public Works Committee

H. 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.)

I. ANNOUNCEMENTS

1. City Council
2. Mayor

J. GENERAL SERVICES:

1. **Council Bill No. 16-1003** – Amending Municipal Code 4.25.090 entitled Overnight Camping Prohibited

Staff Report by Police Chief White

2. **Resolution No. 16-012** – Agreement with Emerge CDA, Inc. for monthly community art classes

Staff Report by Hilary Anderson, Community Planning Director

K. OTHER BUSINESS:

1. Presentation and acceptance of the 2015 Housing Needs Assessment.

Presentation by Mollie Fitzpatrick, Associate, BBC Consulting

2. **Resolution No. 16-013** - Personnel Rule Amendment to Rule XI, Section 11 entitled Retirement Medical Benefit.

Staff Report by Melissa Tosi, Human Resources Director

3. **Resolution No. 16-014** – Approval of Agreement and award of the Flood Works Repair Project to Contractors Northwest.

Staff Report by: Gordon Dobler, Engineering Service Director

4. **Resolution No. 16-015** - Approval of Agreement and award of the Mullan Avenue Project to Cameron Reilly, LLC.

Staff Report by: Gordon Dobler, Engineering Service Director

5. **Council Bill No. 16-1004- V-16-1** – Vacation of a portion of excess W. Kathleen Avenue right-of-way adjoining the northerly boundary of The Lodge at Fairway Forest.

Pursuant to Council Action March 1, 2016

6. **Resolution No. 16-016**- Agreement with Longwell + Trapp Architects for the City Hall ADA Enhancement/Remodel Project and Funding Update.

Staff Report by: Troy Tymesen, Finance Director

L. PUBLIC HEARING:

1. (Quasi-judicial) A-1-16: 2109 W. Prairie Avenue for proposed annexation from County Agriculture to City R-8 (Residential at 8 units/acre) zoning district by Vista Meadows LLC.

Staff Report by: Sean Holm, Planner

M. ADJOURN:

This meeting is aired live on CDA TV Cable Channel 19

PRESENTATIONS



2016 Arts Commission Members

Jennifer Drake, Chair

Amy Evans, Council Liaison

Deanna Goodlander, ignite CDA

John Bruning

Trudy Elliott

David Groth

Jared Helm

Christina Hull

Tina Johnson

Mark Johnson

Roberta Larsen

(vacant seat)

Marina Lundy, Student Representative

Maggie Hurst, Alt Student Representative

Staff Support:

Hilary Anderson/Sean Holm

Shana Stuhlmiller/Amy Ferguson



2015-16 Arts Commission Recap (Art Collection & Values)

Current Value of City's Art Collection (2015):

\$1,573,193



2015-16 Arts Commission Recap (Art Collection & Values)

Current Value of City's Art Collection (2015):

\$1,573,193

Where is the art?



2015-16 Arts Commission Recap (Art Collection Map)



2015 Arts Commission Accomplishments/Projects: **Art Currents (Downtown) Installed & Tri-fold*



2015 Arts Commission Accomplishments/Projects:
****Fiddler Crab (Mill River) Purchased & Installed***



2015 Arts Commission Accomplishments/Projects:
****Kate (Riverstone) Restored & Installed***



2015 Arts Commission Accomplishments/Projects:
*** *Quietude (Riverstone)***



2015 Arts Commission Accomplishments/Projects:
*** *Rainbow Bridge (McEuen- w.i.p.)***



2015 Arts Commission Accomplishments/Projects:
****Utility Beautification & McEuen Green Boxes***



2015 Arts Commission Accomplishments/Projects:
****Chief Morris Antelope (Bulkhead)***



2015 Arts Commission Accomplishments/Projects:
*** 20th Mayor's Awards in the Arts**



2015 Arts Commission Accomplishments/Projects:
*** Historic City Map Framed (Old Council Chambers)**



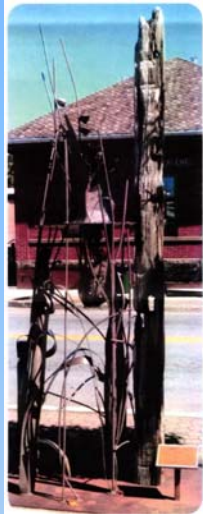
2015 Arts Commission Accomplishments/Projects:
*** *New Arts Commission Logo***



2015 Arts Commission Accomplishments/Projects:
*** *Summer Arts Program (retired)***



2015 Arts Commission Accomplishments/Projects:
*** *Plunge Art Donation***



2016 Arts Commission - Anticipated Projects:

Gateway to Riverstone Park

Painted Murals (x2)

* Sherman Ave. Park

* Confluence of Prairie and Centennial Trails

Community Arts Partnership



**Thank you for your contributions
to community arts in all their forms!**



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

March 1, 2016

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 March 1, 2016 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

Loren Ron Edinger) Members of Council Present
Dan Gookin)
Kiki Miller)
Woody McEvers)
Amy Evans)
Dan English)

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

INVOCATION: Pastor Sean McCartin with Life Center CDA provided the invocation.

PLEDGE OF ALLEGIANCE: Councilmember McEvers led the pledge of allegiance.

CONSENT CALENDAR: **Motion** by McEvers, second by Miller, to approve the consent calendar.

1. Approval of Council Minutes for February 16, 2016 Council Meeting.
2. Approval of Bills as Submitted.
3. Setting of General Services and Public Works Committees meetings for March 7, 2016 at 12:00 noon and 4:00 p.m. respectively.

ROLL CALL: Gookin Aye; Evans Aye; English Aye; Edinger Aye; Miller Aye; McEvers Aye.
Motion Carried.

MAYOR AND COUNCIL COMMENTS:

Councilmember English said that the vacation rental survey is on the city website with the following link <https://www.surveymonkey.com/r/VR4CDA> . He encouraged the community to get involved in the discussion and take the survey. Additionally, he attended the Centennial Trail Joint Powers meeting, wherein they approved the painting of the bridge abutment at the State Line Centennial Trail crossing.

APPOINTMENTS: MOTION: Motion by Edinger, seconded by McEvers to approve the appointment of Chris and Andy Bjurstrom to the Childcare Commission and Warren Bakes to the Jewett House Advisory Board. **Motion carried.**

V-16-1 – VACATION OF A PORTION OF EXCESS W. KATHLEEN AVENUE RIGHT-OF-WAY ADJOINING THE NORTHERLY BOUNDARY OF THE LODGE AT FAIRWAY FOREST. (LEGISLATIVE HEARING)

STAFF REPORT: Engineering Project Manager Dennis Grant noted that the applicant is requesting the vacation of a parcel of land lying south of Kathleen Avenue centerline and northeasterly of the Prairie Trail right-of-way that adjoins the northerly boundary of “The Lodge” at Fairway Forest Assisted Living. While it is unknown when this right-of-way was originally dedicated to the City, it is staff’s opinion that the request be approved. In 2008, the re-alignment of Kathleen Avenue left additional right-of-way that is no longer needed or utilized by the City of Coeur d’Alene. He explained that a 12’ foot existing swale would remain in the right-of-way along with an additional 5’ for a future sidewalk. Five dead street trees are in the requested vacation area that the applicant will replace within the remaining right-of-way. Mr. Grant noted that there were 27 notifications sent out and he received one response in favor of the project.

DISCUSSION: Councilmember Edinger asked for clarification regarding the location. Mr. Grant explained that this land is just to the south of the bike path crossing.

The Mayor called for public comments with none being received.

MOTION: Motion by Gookin, seconded by Evans to approve Vacation of a portion of excess W. Kathleen Avenue right-of-way adjoining the northerly boundary of “The Lodge” at Fairway Forest.

ROLL CALL: Evans Aye; English Aye; Edinger Aye; Miller Aye; McEvers Aye; Gookin Aye.
Motion Carried.

DECLARATION OF INTENT TO SELL REAL PROPERTY LOCATED AT 3285 FRUITLAND LANE AND SET A MINIMUM PURCHASE PRICE. (LEGISLATIVE HEARING)

STAFF REPORT: Finance Director Troy Tymesen stated that at the February 2, 2016 Council Workshop, Council directed staff to move forward with the sale of city-owned property located at 3285 Fruitland Lane. He noted the history of the area and that this property is a potential site for a future duplex project, as it is zoned R-17. He also noted that the revenue from the sale would go toward the City Hall remodel project. The current tenants will be given a 30-day notice to vacate, based on the month-to-month lease status. Additionally, staff is requesting the Council set a minimum value of the property to be \$84,520.00. Staff will conduct the sale via sealed bid.

DISCUSSION: Councilmember Miller requested that staff inform the neighbors of the opportunity to purchase this land. Mr. Tymesen clarified that there will be a legal notice and a couple of open houses. He clarified that there will be no city financing allowed and assumes that a buyer would likely look to redevelopment of the land. Councilmember Edinger asked if people

were currently living at the location and how long will they be given to vacate. Mr. Tymesen noted that there are people renting the residence and they will be given a 30-day notice.

The Mayor called for public comments with none being received.

MOTION: Motion by McEvers, seconded by Gookin to authorize the sale of City-own real Property, by sealed bid, located at 3285 Fruitland Lane and set a minimum purchase price of \$84,520.00.

ROLL CALL: English Aye; Edinger Aye; Miller Aye; McEvers Aye; Gookin Aye; Evans Aye.
Motion Carried.

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

The meeting adjourned at 6:28 p.m.

ATTEST:

Steve Widmyer, Mayor

Renata McLeod, CMC, City Clerk

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

March 7, 2016

The Coeur d'Alene City Council met in a special session in the Library Community Room on March 7, 2016 at 11:45 a.m., there being present upon roll call a quorum.

Steve Widmyer, Mayor

Loren Ron Edinger) Members of Council Present
Dan Gookin)
Kiki Miller)
Amy Evans)

Dan English) Members of Council Absent
Woody McEvers)

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

Approval of a Beer/Wine License to Rivelles, The Trucks CDA, LLC; at 2360 N. Old Mill Loop, J101 (Name change from Melone's Public House); John Beutler and Jim Schindler

MOTION: Motion by Gookin, seconded by Edinger to approve of a Beer/Wine License to Rivelles, The Trucks CDA, LLC; at 2360 N. Old Mill Loop, J101 (Name change from Melone's Public House); John Beutler and Jim Schindler.

ROLL CALL: Edinger Aye; Miller Aye; Gookin Aye; Evans Aye. **Motion Carried.**

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

The meeting adjourned at 11:46 a.m.

ATTEST:

Steve Widmyer, Mayor

Renata McLeod, CMC, City Clerk

**PUBLIC WORKS COMMITTEE
MINUTES
March 7, 2016
4:00 p.m., Library Community Room**

COMMITTEE MEMBERS PRESENT

Councilmember Woody McEvers
Councilmember Dan Gookin
Councilmember Dan English

STAFF PRESENT

Tim Martin, Street Supt.
Terry Pickel, Water Supt.
Troy Tymesen, Finance Director
Randy Adams, Deputy City Attorney
Amy Ferguson, Executive Asst.

**Item 1 4th Street Well Rehabilitation Project – Additional Funding Request
Consent Calendar**

Terry Pickel, Water Superintendent, presented a request for council authorization of additional expenditures for equipment replacement and services for the 4th Street Well Rehabilitation Project.

Mr. Pickel stated in his staff report that the 4th Street Well Rehabilitation Project was brought before the Public Works Committee in December, 2015 for award. The project entailed removal of the pump assembly and motor for inspection and repairs. The 4th Street Well pump was last removed in 2008 per the regular schedule. However, due to some excessive vibration, it was accelerated in the schedule to prevent premature failure. Unfortunately, staff did not anticipate the level of damage and significant wear that has been discovered. Due to what they believe are some misalignment issues, they have discovered excessive wear that will require complete replacement of the pump columns, spider bearings, the pump itself and a few pieces of stainless steel shafting. Staff is requesting authorization to expend an additional \$15,000 on replacement materials, equipment, potential machine work and some specialized testing. Staff has received a quote from the contractor for the replacement components. Based on past experience with this contractor, and the urgent need to get the equipment ordered as long lead times are expected, staff believes the quote to be a fair and reasonable price. Staff proposes to adjust the contract to a total of \$83,173 for Specialty Pump Services. A special pipe fitting to raise the pump setting has been ordered by staff costing \$690.00. Staff anticipates some machine costs to bring the assembly into proper alignment of approximately \$2,000.00. It is expected that there will be savings from other projects so a budget amendment is not anticipated. Once the replacement and special work is completed, the pump should easily last 20 years per the normal schedule.

Mr. Pickel also introduced Kyle Marine, new Assistant Water Superintendent. He noted that the original installation of the pump assembly was poorly done in 2008 and the loose equipment has caused damage. They will be able to use the motor and the top section, but will have to replace the pump. There is a long lead time on the pump of 8 to 12 weeks and they have already ordered the equipment. They also had to order one extra fitting so they can raise the pump two inches.

MOTION: Motion by English , seconded by Gookin , to recommend Council approval of adjusting the budget line item expenditure for 4th Street Well Rehabilitation to \$86,000, and approval of Resolution No. 16-011 authorizing a contract amount adjustment for Specialty Pump Services to \$83,173.00. Motion carried.

**Item 2 Declare Surplus Used Vehicle and Equipment
Consent Calendar**

Troy Tymesen, Finance Director, on behalf of Tim Martin, Street Superintendent, presented a request for council to declare two (2) 1999 S-10 Blazers and a 1980 Tilt deck trailer, and other requested equipment as surplus and authorize staff to proceed to auction.

Mr. Martin stated in his staff report that the vehicles were used as transportation for legal and building staff and deemed of no value. The fork life was originally purchased by streets and water and given to fire several years ago and has been sitting at the street shop. In addition, it is proposed that miscellaneous tires from the Police Department, an obsolete compressor, a 1990 Ford L8000 Dump Truck, and a 1995 GMC 1500 be declared as surplus. There is no cost to the taxpayers as the Auction House takes a percentage of the bid auction item. The department will shuttle the items to Post Falls.

Mr. Tymesen reviewed the various pieces of equipment and the reasons for requesting them to be declared surplus. He noted that in regard to the tires, the city has moved to all season radials so they don't use snow tires any longer. The compressor was removed from a vehicle and there is no other need for it within the city. The dump truck is losing power and burns and leaks oil.

Councilmember English asked Mr. Tymesen how they will sell the tires. Mr. Tymesen said that they will be taken to the auction house. The auction company does a good job of marketing them.

Councilmember Gookin asked if the fire bond would be replacing the two vehicles being requested for surplus. Mr. Tymesen said that the bond will buy the new vehicles and they have already been purchased.

Mr. Tymesen informed the committee that the Street Department was able to purchase via auction a 2003 International dump truck, with 5,000 miles. The retail value of a new dump truck is about \$180,000, and they were able to pick up the used truck for about \$40,000.

Mr. Tymesen confirmed that the auction house for the surplused equipment is located at Stateline.

MOTION: Motion by English, seconded by Gookin, to recommend council approve Resolution No. 16-011, declaring the requested equipment as surplus and authorizing staff to proceed to auction. Motion carried.

The meeting adjourned at 4:12 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison

March 7, 2016
GENERAL SERVICES COMMITTEE
MINUTES
12:00 p.m., Library Community Room

COMMITTEE MEMBERS

Council Member Ron Edinger, Chairperson
Council Member Kiki Miller
Council Member Amy Evans

CITIZENS

Jennifer Drake

STAFF

Brandon Russel, Database Administrator
Mike Kempton, Parks Lead Worker
Randy Adams, Chief Civil Deputy City Attorney
Bill Greenwood, Parks and Recreation Director
Hilary Anderson, Planning Director
Troy Tymesen, Finance Director
Chief Lee White, PD
Mike Gridley, City Attorney
Juanita Knight, Senior Legal Assistant

~~Item 1. Personnel Rule Amendment.~~ → PULLED FROM AGENDA

Item 2. Renewal of BMX Agreement.
(Resolution No. 16-011)

Mike Kempton said the BMX Association agreement is up for three-year renewal. Mr. Kempton said the BMX Association is a major contributor to the BMX Track at Cherry Hill. They provided equipment, labor and most of the material to construct the track. The Association has also been the main contributor to maintaining the track and preparing for event use. The track has been in place for 12 years and has been very successful in engaging youth in the sport of BMX bicycling. The BMX Assoc. is saving the city a lot of costs with maintaining the track. They will continue to maintain the track which includes litter and debris removal within the vicinity of the track.

MOTION: by Evans, seconded by Miller, to recommend that Council adopt Resolution No. 16-011 authorizing an agreement for an additional 3-year term with Coeur d'Alene BMX Association for the BMX track at Cherry Hill. Motion Carried.

Item 3. Camping Ordinance.
(Council Bill No. 16-1003)

Chief White is requesting Council approve an amendment to Municipal Code Section 4.25.090: *OVERNIGHT CAMPING PROHIBITED*. Chief White said that the Legal Department was instrumental in writing the amendments as significant research was conducted to ensure the amendments are not only enforceable, but fair and consistent with current case law. Chief White said problems with the current code are 1) that it doesn't provide a definition of terms, 2) it could open up the City to liability if the code is improperly applied, and 3) it doesn't address people staying in RV's or other vehicles for extended period of time. He said the proposed amendment clearly defines terms, addresses situations commonly encountered by law enforcement as well as problems they are made of aware of by citizens, and it is consistent with current case law to ensure we are not making homelessness illegal. He went on to say that the proposed is consistent with what is done across the nation in cities where their ordinances have been challenged by groups and the ordinance has been upheld. Chief White said they are not trying to make homelessness illegal, but to prohibit some of the conduct that is problematic, while still making sure we are watching out for people's rights.

Council Member Miller asked what kind of problems is law enforcement running into. Chief White said one instance is people camping up on Tubbs Hill for weeks at a time. Another is people living in their RV and simply moving the RV from spot to spot but staying on city streets all summer long. In addition, people were camping in the City Hall upper parking lot for extended periods of time. Chief White added that the proposed amendment would not prohibit the ability of a guest coming to visit you and staying for a week (in the driveway or on the street).

Council Member Miller asked how the amendment might affect overnight camping at the city dock. Randy Adams, Deputy City Attorney, said arguably the proposed ordinance would cover camping on public property, even in a boat, the exception being persons receiving prior written permission from the City. If they've paid for the parking and have a receipt, that is permission from the City. Troy Tymesen, Finance Director, said he would review this with the Parking Commission and possibly clarify this with verbiage added to the receipt for paid docking.

MOTION: by Miller, seconded by Evans, to recommend that Council adopt Council Bill No. 16-1003 amending Section 4.25.090: OVERNIGHT CAMPING PROHIBITED as presented. Motion Carried.

**Item 4. Change Order for the Public Safety IP Camera Surveillance System.
(Resolution No. 16-011)**

Brandon Russell is requesting Council approve a change order with Ednetics, Inc. for \$25,712.78 for the Public Safety IP Camera Surveillance System. Council approved an agreement with Ednetics, Inc. per Resolution No. 15-060, adopted October 20th, 2015. Mr. Russell noted in his staff report that the change order will add nine (9) additional cameras to the project. One additional camera will be mounted at the McEuen Harbor house, four cameras to the City Library, and four cameras will replace cameras in the Police department interview rooms. During the installation of the cameras, it became apparent that the required coverage would not be possible without adding additional cameras. This change order also added additional equipment necessary to provide network connectivity to 6 cameras mounted on McEuen parking garage light poles. Due to exceeding long conduct runs, signal boosters need to be added to the cameras on the light poles. These boosters will increase the signal so the cameras will operate over the long distance. The original contract amount came in at \$196,711.00. The budget amount for the Camera project is \$315,000.00. The revised contract amount would be \$222,423.78. After adding all additional costs for this project, the project will still be under budget.

MOTION: by Evans, seconded by Miller, to recommend that Council adopt Resolution No. 16-011 approving a change order to the agreement with Ednetics, Inc. for the Public Safety IP Camera Surveillance System, increasing the contract amount by \$25,712.78, for a total contract amount of \$222,423.78. Motion Carried.

**Item 5. One-Year Contract with Emerge CDA, Inc., for Monthly Community Art Classes.
(Resolution No. 16-012)**

Hilary Anderson is requesting Council approve a one-year contract with Emerge CDA, Inc. for monthly community art classes, starting in April 2016. Ms. Anderson noted in her staff report that the City has had a summer arts program for more than 16 years. Yvonne Benzinger retired from the position after the completion of the 2015 summer arts program and running the program for 16 years. Emerge is a recently formed non-profit that provides quality art experiences to the community while cultivating opportunities for emerging arts

in our area. The Arts Commission and Emerge discussed a possible partnership and both parties agreed that two monthly community art classes for a total of 24 classes over the course of one year would provide an exciting opportunity to expand the community's exposure to art classes and different forms of art for both children and adults. The contract would include a monthly payment of \$1,000 to Emerge, which would cover the cost of two community art classes. The classes would be free to the public. The contract specifies how the funds can be used. In exchange, the phrase, "Sponsored by the Coeur d'Alene Arts Commission" will be in the title of any class and promotional materials. Un-used funds would roll over the next month and a lesser amount would be paid to Emerge such that only \$1,000 would be available each month. The exception is that no more than \$165.00 per month could be used to promote and produce the art shows during the contract year. The funds would be drawn from the Arts Maintenance budget line item. Arts Maintenance covers general maintenance of public art and also includes education activities. The community art classes would qualify as education activities under the Public Art Program Policy. Through this partnership, as many as 30 community members per month and 360 community members over the course of a year could be exposed to the arts. This partnership would also save staff time in managing a summer arts program. The contract includes a position on the Emerge Board of Directors as a voting member. It also includes a provision for Emerge to provide the Arts Commission with a detailed financial report within thirty (30) days of the first payment and quarterly thereafter. There is also a provision allowing either party to terminate the contract with thirty (30) days' notice, and the Commission may terminate the agreement without notice if Emerge violates any provision of the agreement. The contract was drafted in coordination with the City's legal department.

Council Member Edinger asked who will be teaching the classes. Jennifer Drake said it will vary depending on what they will be teaching. The specific classes to be offered has not been finalized yet. The classes could be photography, pottery, sculpture, etc.

Council Member Evans thanked the Arts Commission. They have been working on this proposal for over 5 months with a generous amount of discussion with this somewhat new idea of a partnership. She thinks the Arts Commission members were doing their due diligence and working to further arts. She also thanked City staff for their hard work.

Council Member Miller asked what the idea behind offering the classes to "surrounding areas" was. Randy Adams said it is wording from the Arts Commission ordinance. Council Member Miller said, if approved, this project would not create a deficit budget in the maintenance fund. Ms. Anderson said it would not and they will need to allocate funds in the upcoming 2016/17 budget cycle. By entering into a one-year contract, it will give opportunity to reevaluate in a year to ensure it is not becoming a strain on the maintenance fund. Council Member Miller said NIC offers art classes for a small fee and asked if they thought about this project being redundant to that. Jennifer Drake said this discussion occurred concurrent with the ending of the summer arts for youth program and that is why it naturally segued into this type of partnership. The unique thing about this program is that it has a wide variety of art and includes the art show at the end and this program will be completely free. She added that, with the summer arts for youth program, some students paid and some were scholarships. What worked so well was the number of kids that were able to participate because of scholarships. Council Member Miller asked if they thought about doing off site classes, such as at the Boys and Girls Club. Ms. Drake said they have and they will definitely consider that in the future.

Council Member Miller asked about the perceived savings from managing the summer arts youth program and asked what that ratio is vs what cost this program will be. Ms. Anderson said it's difficult to compare the two as its comparing apples to oranges. She said Yvonne Benzinger took the program and ran with it and she believes it would be hard to find someone to do that again. There is a lot of moving pieces that, if we were to start it again, would take additional staff time to oversee it.

Council Member Miller asked if there are any Park and Recreation arts programs offered. Ms. Anderson said she believes only Post Falls offers them.

Council Member Edinger asked where the classes will be offered. Ms. Anderson said at the Emerge location on 4th Street. However, they hope to have offer them at off-site locations in the future.

MOTION: by Evans, seconded by Miller, to recommend that Council adopt Resolution No. 16-012 authorizing a one-year agreement with Emerge CDA Inc. for monthly community art classes starting April 2016. Motion Carried.

The meeting adjourned at 12:32 p.m.

Respectfully submitted,

Juanita Knight
Recording Secretary

DATE: MARCH 4, 2016
TO: MAYOR AND CITY COUNCIL
FROM: RENATA MCLEOD, CITY CLERK
RE: SETTING OF PUBLIC HEARING DATE: APRIL 5, 2016

I am requesting the City Council set a public hearing for the Council meeting scheduled April 5, 2016, to hear public testimony regarding Community Development Block Grant (CDBG) Plan Year 2016 Annual Action Plan.

RESOLUTION NO. 16-011

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVING AN AGREEMENT WITH BMX ASSOCIATION FOR A THREE-YEAR TERM FOR USE OF THE CHERRY HILL BMX TRACK; APPROVING CHANGE ORDER NO. 1 TO THE CONTRACT WITH EDNETICS, INC. FOR THE IP CAMERA SURVEILLANCE SYSTEM PROJECT; APPROVING CHANGE ORDER NO. 1 TO THE CONTRACT WITH SPECIALTY PUMP SERVICE, INC. FOR THE 4TH STREET WELL REHABILITATION PROJECT; AND DECLARATION OF SURPLUS USED VEHICLES AND EQUIPMENT FROM VARIOUS DEPARTMENTS.

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

- A) Agreement with BMX Association for a three-year term for use of the Cherry Hill BMX track;
- B) Change Order No. 1 to the Contract with Ednetics, Inc. for the IP Camera Surveillance System project;
- C) Change Order No. 1 to the Contract with Specialty Pump Service, Inc. for the 4th Street Well Rehabilitation project;
- D) Declaration of surplus used vehicles and equipment from various departments;

AND;

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

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

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

DATED this 15th day of March, 2016.

Steve Widmyer, Mayor

ATTEST

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER ENGLISH Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

**General Services
STAFF REPORT**

Date: March 7th, 2016

From: Bill Greenwood, Parks & Recreation Director

SUBJECT: RENEWAL OF BMX ASSOCIATION AGREEMENT

DECISION POINT:

The BMX Association agreement is up for three year renewal. Recommendation is to renew the agreement.

HISTORY:

The BMX Association was a major contributor to the BMX Track at Cherry Hill. They provided the equipment, labor and most of the material to construct the track. The Association has also been the main contributor to maintaining the track and preparing for event use. The track has been in place for 12 years and has been very successful in engaging youth in the sport of BMX bicycling.

FINANCIAL ANALYSIS:

The BMX Association is saving us a lot of costs with regard to maintaining the track since they do the vast majority of the work. They will continue to do the maintenance of the track which also includes litter and debris removal within the vicinity of the track.

PERFORMANCE ANALYSIS:

Attached is the agreement that spells out the responsibilities and expectations of the BMX Association and the city.

DECISION POINT:

Renew the agreement for three more years with the option for an additional three year renewal provided that everything runs smoothly with BMX Association's responsibilities.

AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of March, 2016, between the **CITY OF COEUR D' ALENE**, a municipal corporation organized pursuant to the laws of the state of Idaho, hereinafter referred to as "City," and the **COEUR D'ALENE BMX ASSOCIATION**, a nonprofit corporation, organized pursuant to the laws of Idaho, hereinafter referred to as the "Association" is hereby amended.

W I T N E S S E T H:

WHEREAS, City owns property abutting 15th Street and Hazel Avenue, commonly referred to as the Cherry Hill Community Park; and

WHEREAS, the active Cherry Hill Community Park includes a BMX track which the Association desires to use; and

WHEREAS, the Coeur d'Alene BMX Association has committed money and in kind services to help develop the Cherry Hill Community Park; and

WHEREAS, the parties now desire to enter into an agreement.

NOW, THEREFORE, IN CONSIDERATION of the covenants and conditions set forth herein, the parties agree as follows:

1. Term: The term of this agreement shall run from April 1, 2016 to April 1, 2019. The Parks and Recreation Commission, in its sole discretion, may recommend to the City that a second three-year agreement with the Association be negotiated with the City and that such negotiations would begin in November 2018.
2. Site: The BMX Track is more particularly described in Exhibit "A," attached hereto and by this reference incorporated herein.
3. Maintenance: Coeur d'Alene BMX Association will prepare and maintain BMX Track at the Cherry Hill Community Park.
4. Admission Costs and Fees: That all events at Cherry Hill Community Park will be open to the general public and no admission fee will be charged by the Association for admission to events at Cherry Hill Community Park without permission from the Parks Director, except as set forth in paragraph 13 below entitled "Set Aside of Park."
5. Clean-up of Site: All trash and debris generated by any event, practice or race held at the BMX Track at Cherry Hill Community Park shall be removed and properly disposed of by the Association. Miscellaneous items such as chairs and equipment must be removed from the site after each event, practice or race. No structures or vehicles will be allowed to remain on site other than those identified in this agreement.

6. Storage Facility: A 12' x 20' storage facility will be allowed at the site for tools and supplies to be used by the Coeur d'Alene BMX Association. The design and placement of the storage facility will be made by the Coeur d'Alene Parks Director. Cost of the storage facility and amenities will be borne by the Association, including any permits that may be required.

7. Concessions: The Coeur d'Alene BMX Association may bring in a mobile concession for races or events, including vendors with items specific to the event. The Coeur d'Alene Parks Director will approve the design and placement. All permits must be obtained and paid for by the Association.

8. Improvements: Any improvements set forth in to this Agreement, shall be paid solely by the Association, no additional improvements shall be installed without prior written approval from the Parks Director.

9. Use of Track: The Coeur d'Alene BMX Association shall submit a schedule to the Coeur d'Alene Parks Director for approval at least two months prior to the beginning of the season. The City of Coeur d'Alene shall have priority use.

10. Proprietary Interest: The Association will have no proprietary interest in the improvements undertaken by the Association at Cherry Hill Community Park.

11. Fencing: No additional fencing will be installed other than portable fences for races or events. Portable fences cannot be installed sooner than twenty-four (24) hours before a race or events and must be removed within twenty-four (24) hours after a race or event.

12. Portable Fencing: That the location, fence material, and method of installation of the portable fences must be approved by the Parks Director, and said installation shall be done by the Association at the Association's sole expense unless the City agrees to install the portable fencing for a fee.

13. Set Aside of BMX Track: The Cherry Hill BMX Track may, at the City's discretion, be set aside for the Association for race and event purposes in consideration of fee described in section 4.

14. Use of Park: The Cherry Hill BMX Track shall not be exclusively used for BMX races or events and the City may schedule other activities there.

15. Loudspeakers: Any use of loudspeakers must conform to Municipal Code 5.24.030.

16. Hold Harmless: The Association shall indemnify, defend, and hold the City harmless for any claim or cause of action that may arise as a result of the Association's use, construction, and/or maintenance of the improvements by the Association. Additionally, the Association hereby agrees to hold the City, its elected and appointed officials, employees and agents, harmless from any and all claims that may arise in any manner whatsoever from the

events surrounding and including use of the active Cherry Hill Community Park by the BMX Association, its sponsor's, players, and fans. To this end, the Association shall provide liability insurance naming the City as an additional insured in the amount of Five Hundred Thousand Dollars (\$500,000) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants. A certificate of insurance providing at least thirty (30) days written notice to the City prior to cancellation of the policy shall be filed with the office of the City Clerk prior on or before execution of this agreement, which the certificate must be approved by the City Attorney.

17. Compliance with Law: That the parties will abide by all the laws, ordinances, regulations, and policies of the City, the state of Idaho, or the federal government that may apply in regard to the use, construction, and/or maintenance of the improvements, and including but not limited to bidding and public works contracting laws.

18. Termination/Default: In the event the Association fails, neglects, or refuses to perform any covenant or condition required of the Association herein, that City may terminate this Agreement, retaining any and all payments made by the Association as liquidated damages, or the City may, at its option, enforce the specific performance of the terms hereof, or may take such recourse that is available in law or in equity.

19. Section Headings: The section headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the respective sections to which they appertain.

20. Attorney's fee: Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court cost and reasonable attorney fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination, or forfeiture of this Agreement.

21. Choice of Law/Jurisdiction: This Agreement shall be governed and interpreted in accord with the laws of the state of Idaho. Jurisdiction for resolution of disputes arising from performance of this Agreement shall rest with the courts of the state of Idaho. Venue shall lie in Kootenai County.

22. Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto, and may not be modified except by an instrument in writing signed by the parties hereto.

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

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

**COEUR D'ALENE
BMX ASSOCIATION**

By: _____
Steve Widmyer, Mayor

By: _____
President

Printed Name

ATTEST:

By: _____
Renata McLeod, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 15th day of March, 2016, before me, a Notary Public, personally appeared **Steve Widmyer and Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene and the persons who executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

Notary Public for Idaho
Residing at _____
My Commission expires: _____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of March, 2016, before me, a Notary Public, personally appeared _____, known to me to be the President of the **Coeur D'Alene BMX Association**, and the person whose name is subscribed to the within instrument and acknowledged that such corporation executed the same.

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

Notary Public for Idaho
Residing at _____
My Commission expires: _____

EXHIBIT "A"



GENERAL SERVICES STAFF REPORT

DATE: March 3rd, 2016
FROM: Brandon Russell, Database Administrator
SUBJECT: Change Order with Ednetics, Inc. for the Public Safety IP Camera Surveillance System

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DECISION POINT: Staff requests that Council approve a Change Order with Ednetics, Inc. for \$25,712.78 for the Public Safety IP Camera Surveillance System.

HISTORY: Council approved an agreement with Ednetics, Inc. per Resolution No. 15-060 adopted October 20th, 2015. The change order will add nine (9) additional cameras to the project. One additional camera will be mounted at the McEuen Harbor house, four cameras to the City Library, and four cameras will replace cameras in the Police department interview rooms. During the installation of the cameras, it became apparent that the required coverage would not be possible without adding additional cameras.

This change order also add additional equipment necessary to provide network connectivity to 6 cameras mounted on McEuen parking garage light poles. Due to exceeding long conduct runs, signal boosters need to be added to the cameras on the light poles. These boosters will increase the signal so the cameras will operate over the long distance.

FINANCIAL ANALYSIS: The original contract amount came in at \$196,711.00. The budget amount for the Camera project is \$315,000.00. The revised contract amount would be \$222,423.78. After adding all additional costs for this project, the project will still be under budget.

DECISION POINT: These changes are being requested to better provide coverage in the areas mentioned. The four cameras at the Police Department are replacing obsolete technology. These cameras are located in interview rooms, and are used in criminal investigations and for court purposes. The cameras attached to the McEuen light poles will not operate without installing signal boosters.

CHANGE ORDER

NUMBER 1

PROJECT: City of Coeur d'Alene Police Department IP Surveillance Systems adopted October 20, 2015 per Resolution No. 15-060
OWNER: City of Coeur d'Alene

EFFECTIVE DATE: 3/7/2015

CONTRACTOR: Ednetics Inc.

You are directed to make the following changes in the Contract Documents

Description:

Provide [9] additional cameras for added surveillance to the Harbor House, City Library and the Police Department's Interrogation Rooms. Per Ednetics quote COP-01_ID15-0436C_City of CDA

Provide and install new [6] additional Veracity Longspan converters for the [3] remaining light poles at the McEuen parking lot. Per Ednetics quote COP-02_ID15-0436C_City of CDA

Total Cost of Change Order: \$25,712.78

Increase

CHANGE IN CONTRACT AMOUNT:

CHANGE IN CONTRACT TIMES:

Original Amount \$ 196,711.00

Original Contract Days 90

Net Changes From Previous Change Orders \$ 0

Original Completion Date 2/3/2016

Prior Contract Price \$ 196,711.00

Net Changes from Previous Change Order Days 61

Net Increase/Decrease \$ 25,712.78

Contract Days Prior to This Change Order 151

Revised Contract Amt. \$ 222,423.78

Net Increase/Decrease of This Change Order 30

Revised Contract Days 181

Revised Completion Date 5/4/2016

PREPARED:

APPROVED:

ACCEPTED:

By Brandon Russell

By Brandon Russell

By _____

Title Data Base Administrator

Owner Brandon Russell

Contractor _____

Date 3/3/2106

Date 3/7/2016

Date _____

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: March 7, 2016
FROM: Terry Pickel, Water Superintendent
SUBJECT: 4th Street Well Rehabilitation Project, additional funding request.

=====

DECISION POINT: Staff requests that Council authorize additional expenditures for equipment replacement and services for the 4th Street Well Rehabilitation Project.

HISTORY: The 4th Street Well Rehabilitation Project was brought before the committee in December 2015 for award. The project entailed removal of the pump assembly and motor for inspection and repairs. This language is typical of our normal pump rehab projects that are scheduled every other year for our wells. The program was designed to have the wells checked on a twenty year rotation as per normal wear we have experienced. The 4th Street Well pump was last removed in 2008 per our regular schedule. However due to some excessive vibration, it was accelerated in the schedule to prevent premature failure. Unfortunately, staff did not anticipate the level of damage and significant wear that has been discovered. Due to what we believe to be some misalignment issues, we have discovered excessive wear that will require complete replacement of the pump columns, spider bearings, the pump itself and a few pieces of stainless steel shafting.

FINANCIAL ANALYSIS: The Water Department has currently budgeted \$71,000.00 through the operations and maintenance budget. Staff is requesting authorization to expend an additional \$15,000.00 on replacement materials, equipment, potential machine work and some specialized testing. The sole bid received for the original project was for the amount of \$46,990.00. Staff has received a quote from the contractor for the replacement components. Based on past experience with this contractor, and the urgent need to get the equipment ordered as long lead times are expected, staff believes the quote to be a fair and reasonable price. Staff proposes to adjust the contract to a total of \$83,173.00 for Specialty Pump Services. A special pipe fitting to raise the pump setting has been ordered by staff costing \$690.00. Staff anticipates some machining costs to bring the assembly into proper alignment of approximately \$2,000.00. Fortunately the motor is in good condition and the bearings are being checked as was included in the original bid. It is expected that there will be savings from other projects so a budget amendment is not anticipated.

PERFORMANCE ANALYSIS: As this is one of our main production wells throughout the year, it is absolutely necessary to replace the worn components. To fail to do so at this point would result in increased wear, additional damage and expected failure within 5 to 7 years. Base alignment measurements indicate that the pump has been sitting at 5 to 10 thousands out of plumb, resulting in a pump misalignment of nearly 6” at the total setting depth. Staff has devised an adjustable base that will allow for the very minute adjustments necessary to bring the pump assembly back into proper alignment. Once the replacement and special work is completed, the pump should easily last 20 years per the normal schedule.

REQUESTED ACTION: Staff requests Council authorization to increase the line item expenditure to \$86,000.00 and adjust the contract for Specialty Pump Services to \$83,173.00 for the 4th Street Well Rehabilitation Project.

CHANGE ORDER NO. 1

OWNER: City of Coeur d' Alene **DATE:** March 15, 2016

CONTRACTOR: Specialty Pump Services, Inc.

PROJECT: 4th Street Well Rehabilitation Project

ORIGINAL CONTRACT DATE: January 5th, 2016, per Resolution No. 16-001

REASON FOR CHANGE:

Staff did not anticipate the level of damage and significant wear that has been discovered during this project. Excessive wear will require complete replacement of the pump columns, spider bearings, the pump itself and a few pieces of stainless steel shafting.

COMPENSATION: The Compensation approved under the Contract will be increased by an additional \$15,213.00.

Approved under the Contract:	\$67,950.00
Increase under this Change Order #1	\$15,213.00
Total Budget approved under the Contract to date:	\$83,163.00

This Change Order, when executed by the parties to the Contract, amends the Contract, and as so amended, all terms and conditions of the Contract remain unchanged and in full force and effect. Payment and any time extension provided in the Change Order are full and complete compensation to the Contractor for the changes(s) to the work, deleted work, modified work, direct or indirect impact on the Contractor's schedule, and for any equitable adjustment or time extension existing at the time of the execution of this Change Order to which the Contractor may be entitled, pursuant to the Contract between the Owner and Contractor or any other basis whatsoever. The changes included in the Change Order are to be accomplished in accordance with the terms, stipulations and conditions of the original contract as though included therein.

CITY OF COEUR D'ALENE
KOOTENAI COUNTY, IDAHO

Specialty Pump Services, Inc.

By: _____
Steve Widmyer, Mayor

By: _____
Its: _____

ATTEST:

Renata McLeod, City Clerk

**PUBLIC WORKS
STAFF REPORT**

DATE: March 7, 2016
FROM: Tim Martin, Street Superintendent
SUBJECT: DECLARE SURPLUS USED VEHICLE and EQUIPMENT

DECISION POINT:

The purpose of this report is for consent to declare two (2) 1999 S-10 Blazers out of Fire, 1980 Tilt deck Trailer to be deemed surplus and authorization to auction.

HISTORY:

The vehicles were used as transportation for legal and Building staff and deemed of no value. The fork lift was originally purchased by streets and water, given to fire several years ago and no has been sitting outback of the shops

PERFORMANCE ANALYSIS

These vehicles and have been deemed of little value to departments. We looked to provide or offer in-house before we send items to surplus.

- 1- WTR787-1981 24,000 lb. 3 axle tilt deck equipment trailer- the deck is bent and shows excessive wear. This trailer has been replaced
- 2- FIRE396-1999 S-10 Blazer w/114,600 miles needs a left lower front ball joint and has wear consistent with miles and age.
- 3- FIRE398-1999 S-10 Blazer w/73,349 miles in average condition for the miles and age, front differential leak, broken driver's seat, right front axle boot torn.
- 4- Misc. Tires from Police Department. These tires came out of the Police fleet that has been off-site at a local tire shop. Many of these tires are winter tires that came off early model Taurus's that no longer meet any need throughout the city. The fleet supervisor has already kept back tires that fit other vehicles throughout the city.
- 5- Obsolete Compressor. This asset was pulled off a vehicle that is shifting to another need within the department. The compressor no longer has a value inside the city.
- 6- 1990 Ford L8000 Dump Truck w/ 128,650 miles low power, burns and leaks oil
- 7- 1995 GMC 1500 w/116,665 miles burns oil.

FINANCIAL ANALYSIS

There is no cost to the taxpayers. The Auction house takes a percentage of the bid auction item. The department will shuttle items to Post Falls.

DECISION POINT:

The purpose of this report is to ask for Council Consent to declare this equipment surplus









2003 International 5,000
miles

ANNOUNCEMENTS

GENERAL SERVICES COMMITTEE

CITY COUNCIL
STAFF REPORT

DATE: March 2, 2016
FROM: Lee White, Chief of Police
SUBJECT: Camping Ordinance

Decision Point: The Police Department requests amendment to our camping ordinance.

History: The current camping ordinance (4.25.090: Overnight Camping Prohibited) needs to be updated in order to be enforceable, consistent with current case law, and fair to the community.

Financial Analysis: There is no financial impact of this ordinance change.

Performance Analysis: The Legal Department was instrumental in writing this ordinance amendment. Significant research was conducted to ensure the amendment was not only enforceable, but fair and consistent with current case law.

Decision Point: The Police Department requests amendment to our camping ordinance as attached.



Amendment to the Camping Ordinance

**Coeur d'Alene Police Department
Coeur d'Alene Legal Department**



Current Ordinance

4.25.090: OVERNIGHT CAMPING

PROHIBITED:

It is unlawful for any person to camp or sleep overnight or longer in or on any city owned, leased or maintained beach, natural area, park, playground or play field unless prior written permission has been received from the city. (Ord. 3382 §17, 2010).



Current Ordinance

- Lacks definition of terms.
- May expose the City if improperly applied.
- Does not address people staying in RVs or other vehicles for extended periods of time on City or public property.
- Limited exceptions.



Proposed Amendment

- Research conducted by Legal Department.
- Clearly defines terms.
- Addresses situations commonly encountered.
- Consistent with current case law to ensure we are not making homelessness illegal.
- Clearly defined exceptions.



Recommendation

We request that Council adopt the amendment to City Ordinance 4.25.090 as submitted.



ORDINANCE NO. _____
COUNCIL BILL NO. 16-1003

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING MUNICIPAL CODE SECTION 4.25.090 ENTITLED "OVERNIGHT CAMPING PROHIBITED" TO PROVIDE DEFINITIONS, CLARIFICATION OF PROHIBITED CONDUCT, AND EXCEPTIONS TO THE CAMPING PROHIBITION; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, after recommendation by the General Services Committee, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that said amendments be adopted; NOW, THEREFORE,

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

SECTION 1 . *That Coeur d'Alene Municipal Code Section 4.25.090 is amended to read as follows:*

**CHAPTER 4.25
PARK AND PUBLIC PROPERTY REGULATIONS**

4.25.090: ~~OVERNIGHT~~ CAMPING ON PUBLIC PROPERTY PROHIBITED:

A. Definitions.

1. "Available Overnight Shelter" shall mean a public or private shelter with overnight space, open to an individual or family unit experiencing homelessness at no charge. If an individual cannot utilize the overnight shelter due to voluntary actions such as intoxication, drug use, unruly behavior, or violation of shelter rules, the overnight shelter space shall be considered available.

2. "Camp" or "Camping" shall mean:

a. Setting up or remaining in or at a site for the purpose of establishing or maintaining a temporary or permanent place of dwelling, lodging, residence, or living accommodation; or

b. Sleeping or otherwise being in or adjacent to a tent or sleeping bag, or atop and/or covered by materials such as bedroll, blanket, cardboard, newspapers, or the like, or inside some form of temporary shelter; or

c. Sleeping out-of-doors; or

d. Cooking over an open flame or fire out-of-doors; or

e. Bathing in public for purposes of personal hygiene, except in facilities provided for such purposes; or

f. Utilizing a tent or other temporary structure for the storage of personal belongings.

3. “Campsite” shall mean any place where any bedding, sleeping bag, or other sleeping matter, or any stove or fire is established or maintained, or where personal belongings are stored, whether such place incorporates the use of any tent, lean-to, shack, or other structure, or vehicle or part thereof.

4. “Public property” shall mean all property owned, leased or maintained by the City, including the entire width of any highway, roadway, street, or alley publicly owned and/or maintained, sidewalks, trails, parks, beaches, boardwalks or docks, restrooms, parking structures, pavilions, or the like.

5. “Temporary shelter” shall mean any RV, camper, tent, tarp, trailer, lean-to, vehicle or vehicle part, or other structure of any material.

B. Prohibition.

1. It is unlawful for any person to camp, ~~or sleep or to establish or maintain a~~ campsite, overnight or longer in or on any ~~city owned, leased or maintained beach, natural area, park, playground or play field~~ public property.

C. Exceptions. The prohibition of this section shall not apply to:

1. ~~unless Persons receiving,~~ prior written permission ~~has been received~~ from the ~~city~~City; or-

2. Sleeping in an RV on any highway, roadway, or street adjacent to a residential property with the permission of the owner or occupant of said residential property, PROVIDED, such use may be for a maximum of one (1) week in each calendar year; or

3. Sleeping or cooking in a public park or beach on a temporary basis, during normal hours of operation, in conjunction with the recreational use of such park or beach; or

4. If there is no Available Overnight Shelter.

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

SECTION 3. Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the City of Coeur d'Alene City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

SECTION 4. The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

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 March 15, 2016.

APPROVED, ADOPTED and SIGNED this 15th day of March, 2016.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Amending Municipal Code Section 4.25.090 Entitled Overnight Camping Prohibited

MUNICIPAL CODE SECTION 4.25.090 ENTITLED "CAMPING ON PUBLIC PROPERTY PROHIBITED"; PROVIDING DEFINITIONS, CLARIFICATION OF PROHIBITED CONDUCT, AND EXCEPTIONS TO THE CAMPING PROHIBITION; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY. 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 Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Amending Municipal Code Section 4.25.090 Entitled Overnight Camping Prohibited, 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 15th day of March, 2016.

Randall R. Adams, Chief Deputy City Attorney

**GENERAL SERVICES COMMITTEE
STAFF REPORT**

DATE: March 7, 2016
FROM: Hilary Anderson, Community Planning Director
SUBJECT: **One-year contract with Emerge CDA INC. for monthly Community Art Classes
(Requested by the Arts Commission)**

=====

DECISION POINT:

The Arts Commission is requesting the Council to approve a one-year contract with Emerge CDA INC. for monthly community art classes starting in April 2016.

HISTORY:

The city has had a summer arts program for more than 16 years. Yvonne Benzinger retired from the position after the completion of the 2015 summer arts program and running the program for 16 years. While the summer arts program was very successful, it required a very committed volunteer to run the program, marketing materials, and a lease with NIC to utilize the Harding Center.

Emerge is a recently formed non-profit that provides quality art experiences to the community while cultivating opportunities for emerging arts in our area. Emerge has a physical location at 208 N. 4th Street in downtown Coeur d’Alene. Emerge offers fine arts classes, artist work spaces, art gallery space, art shows, and festivals celebrating arts. The Arts Commission and Emerge discussed a possible partnership and both parties agreed that two monthly community art classes for a total of 24 classes over the course of one year would provide an exciting opportunity to expand the community’s exposure to art classes and different forms of art for both children and adults.

The Arts Commission recognized that a partnership with Emerge could possibly replace the summer arts program as well as help further the commission’s vision and mission of encouraging *“the development of our artistic and cultural life and joining with all persons and institutions concerned with the arts to ensure that the role of the arts in our community will grow and play an evermore significant part in the welfare and educational experience of the citizens of Coeur d’Alene”* (Ord. 1709 §1, 1982).

FINANCIAL ANALYSIS:

The contract would include a monthly payment of \$1,000 to Emerge, which would cover the cost of two community art classes. The classes would be free to the public. The contract specifies how the funds can be used. This is limited to the purchase of materials and supplies for two (2) fine arts classes per month open to residents of the City and surrounding areas for no charge; the actual out-of-pocket costs of sponsoring the two (2) fine arts classes per month, including instructor fees; for summer months (June, July and August), both classes would be directed at youth (17 and under) and one (1) for adults (18 and older); during the remaining months, one (1) fine arts class for youth and one (1) fine arts class for adults; two (2) art shows per calendar year, open to the public without fee. In exchange, the phrase, “Sponsored by the Coeur d’Alene Arts Commission” will be in the title of any class and promotional materials. Un-used funds would roll over the next month and a lesser amount would be paid to Emerge such that only \$1,000 would be available each month. The exception is that no more than \$165.00 per month could be used to promote and produce the art shows during the contract year.

The funds would be drawn from the Arts Maintenance budget line item. Arts Maintenance covers general maintenance of public art and also includes education activities. The community art classes would qualify as education activities under the Public Art Program Policy. A one-year contract with Emerge would cost \$12,000. The Arts Maintenance budget has an account balance of \$120,000. The money in this budget line item is generated by the 0.33% from City capital projects which falls under the Percent-for-Art program.

PERFORMANCE ANALYSIS:

If approved, the contract would start in April 2016. In return, Emerge would provide two classes per month that would be free to the public. Through this partnership, as many as 30 community members per month and 360 community members over the course of a year could be exposed to the arts. This partnership would also save staff time in managing a summer arts program. The contract includes a position on the Emerge Board of Directors as a voting member. It also includes a provision for Emerge to provide the Arts Commission with a detailed financial report within thirty (30) days of the first payment and quarterly thereafter. There is also a provision allowing either party to terminate the contract with thirty (30) days' notice, and the Commission may terminate the agreement without notice if Emerge violates any provision of the agreement. The contract was drafted in coordination with the city's legal department.

DECISION POINT/RECOMMENDATION:

The request is for the Council to approve a one-year contract with Emerge for monthly community art classes. This partnership would expand the vision and mission of the Arts Commission, expose as many as 360 community members to art, and increase staff efficiencies by not having to coordinate or help manage a summer arts program.



Arts Commission Mission

“Encourage the development of our artistic and cultural life and joining with all persons and institutions concerned with the arts to ensure that the role of the arts in our community will grow and play an evermore significant part in the welfare and educational experience of the citizens of Coeur d’Alene”

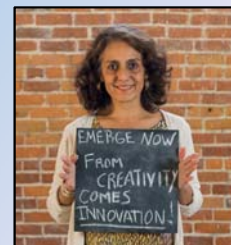


Request:

For the City Council to approve a one-year contract with Emerge for fine arts classes and art shows



Emerge CDA INC. - A Collective Art Experience





AGREEMENT

This Agreement, made and entered into this _____ day of April, 2016, between the City of Coeur d'Alene to wit through the **ARTS COMMISSION**, a duly authorized commission of the City of Coeur d'Alene, Bannock County, Idaho, hereinafter referred to as the "Commission"; and **EMERGE YOUTH INC.**, a non-profit organization duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at 617 E. Commerce St., Coeur d'Alene, Idaho 83816, hereinafter referred to as "Contractor". The City through the Commission and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE I - PURPOSE

1.01 The Commission has the duty and responsibility, as defined by the Ordinance of the City of Coeur d'Alene, to stimulate and encourage, throughout the city and surrounding area, the study and preservation of the performing and fine arts, and public interest and participation therein, and to provide through the City public arts program and other City public arts programs. In carrying out this duty and responsibility, the Commission may conduct classes for the community in the performing and fine arts.

1.02 The Contractor agrees to provide public art programs for the purpose of stimulating and encouraging the study and preservation of fine arts, and public interest and participation therein for residents of the City and surrounding area.

ARTICLE I - THE WORK

2.01 Funds provided by the Commission shall be for the following uses and as follows:

A. The purchase of materials and supplies for the use of the arts classes per month, a total of twenty-four (24) for the term of this Agreement, open to members of the City and surrounding area for no charge, to effect the program stated in Article 1 herein.

B. The actual non-travel costs of delivering the use of the arts classes per month, including instructor fee, open to members of the City and surrounding area for no charge.

1. For the summer months (June, July, and August), both classes shall be directed at youth (17 and under), as a member of the City's Summer Arts Youth Program.

2. During the remaining months of the contract term, use of the materials classes shall be directed at youth (17 and under) and use of the classes shall be directed at adults (18 and older).

C. The Contractor further agrees to hold use of the arts classes per year, open to the public, without the funding the results stated as a result of the classes funded by the Commission. The Contractor shall select the venue to be designed as such classes, with the venue selected to be located during hours of the time of the class.

2.02 The classes "Agreement for the Coeur d'Alene Arts Commission" shall be included in the title of any class brochure, on all promotional for said classes, as well as any materials and promotion for the program or items.

2.03 The Contractor may present proposals for the acquisition of Commission funds which do not fall within the use set out in paragraph 2.01, and the Commission, in its discretion, will determine if said proposed acquisition complies with the law and the Commission's program.

Page 1

Contract Highlights

Financial Analysis

Performance Analysis

Cost-Benefit Analysis

EMERGE	SUMMER ARTS
COST	COST
\$1,000/month = \$12,000	Old model: was self-funded
\$0/student	\$30/student
\$0 to attend art shows	Grants Available
Materials, supplies, tools, instructor	<i>New model:</i>
Materials promoting Arts Commission	Significant staff time required
BENEFIT	Coordinator Fee Increase
Free Youth & Adult Classes	Increased cost to lease space
Year-round classes (2/month)	Increased cost for students
Summer classes dedicated to youth	BENEFIT
Up to 15 students per class	Paid Youth Classes (17 and under)
360 students/year (approx.)	Summer classes in June & July
270 youth over 12 months (approx.)	8-15 students per class
Free public art shows	150-180 students/year (approx.)
Minimal staff time required	10-20 scholarships

Other Benefits

- Partnership is a pilot program
- Cultivates interest in the arts (youth & adults)
- Fills a need in the community
- Allows participation without investment
- Supports local businesses and organizations

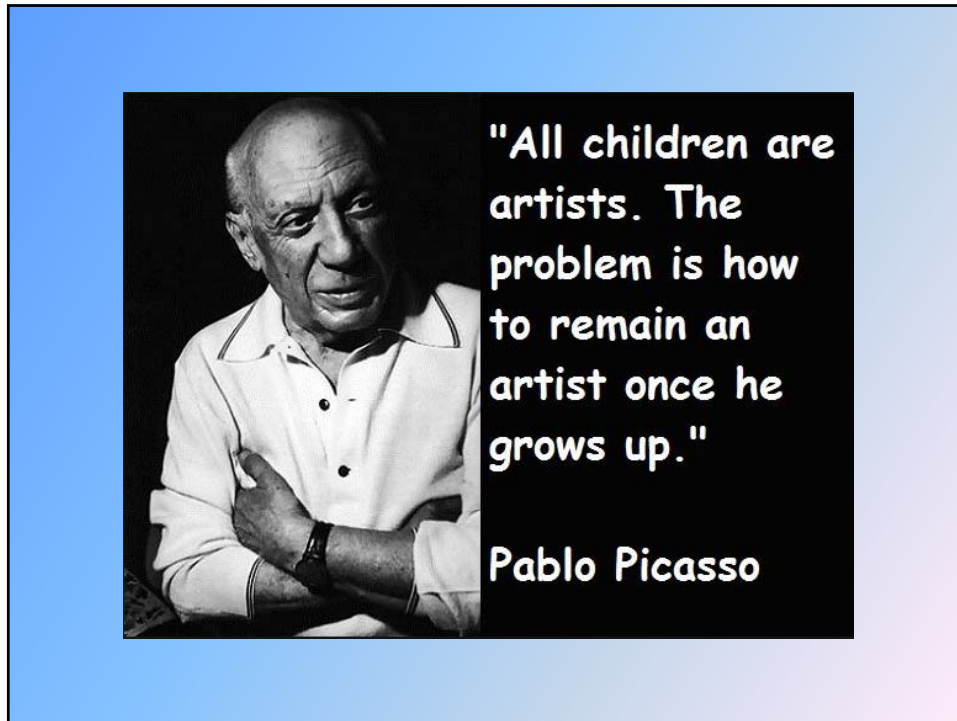


The Economic Impact of Art

(Top 10 Reasons to Support the Arts)

#3 Arts strengthen the economy: The U.S. Bureau of Economic Analysis reports that the arts and culture sector is a \$704 billion industry, which represents 4.2 percent of the nation's GDP—a larger share of the economy than transportation and agriculture. The nonprofit arts industry alone generates \$135 billion in economic activity annually (spending by organizations and their audiences) that supports 4.1 million jobs and generates \$22.3 billion in government revenue.

<http://americansforthearts.org>



Art Benefits Everyone!


1,590,000,000 RESULTS

The Importance of Art in Child Development
By Grace Heung Lynch

In recent years, school curricula in the United States have shifted heavily toward common core subjects of reading and math, but what about the arts? Although some may regard art education as a luxury, simple creative activities are some of the building blocks of child development. Learning to create and appreciate visual aesthetics may be more important than ever to the development of the next generation.

Developmental Benefits of Art

Motor Skills: Many of the motions involved in making art, such as painting or scribbling with a crayon, are essential to the skills in young children. According to the National Institutes of Health, developmental milestones around age three should include beginning to use safety scissors. Around age four, children square and begin cutting straight lines with scissors. Many emphasize the use of scissors because it develops the skills for writing.



Make More Art: The Health Benefits of Creativity
By Janet Clair | Creativity, Healthy Habits

In 2010, the American Journal of Public Health published a review titled, *The Connection Between Art, Healing, and Public Health*. You can find it [here](#).

Art and Aging - How Creative Expression Can Benefit Older Adults

Lesley Professor Dr. Raquel Stephenson taps into the healing powers of art, and employs creative endeavors as a means of keeping the elderly connected and engaged with the world around them.


Positive Benefits of Art
By L. R. Anderson
The Environment Coordinator, Heritage Village Retirement Campus

June 2009 - Every child is an artist. The problem is how to remain an artist once we grow old.

Children love art. It's a wonderful way for them to express themselves in a creative, unstructured way. The creative possibilities are endless and go on for as long as imagination can take them. During the journey, they explore who they are and the world around them. Most of all it's fun! There are never wasted or small child with a box of crayons, a lot of glue, dough, or finger-paints? The joy of art continues into later years and is encouraged in schools. Art can help strengthen and enhance our diverse social-emotional performance of students.

Why then if art has such a positive impact on our lives in our younger years, how is it most respected to be made part of our adult lives? Like most adults, relating with your young child or grandchild would be acceptable. But you are not going to be caught with a coloring book and box of crayons when you are by yourself. This is an adult, you do not want to respect yourself with all the same rules a child does.

Benefits of Arts to Kids
By Ryan Street, President CBAK Artists



Art Commission: Chapter 2.84 - “Arts Policy”

It is found that there is an increasing appreciation and interest in the practice and enjoyment of the arts and that the citizens of Coeur d'Alene are becoming aware, due to increasing leisure time, of a broader and richer life through artistic endeavors, that there is need to **improve the cultural environment of the city of Coeur d'Alene and that growth of industry and commerce will be enhanced by cultural development.**

It is declared to be the policy of the city of Coeur d'Alene to **encourage the development of our artistic and cultural life and to join with all persons and institutions concerned with the arts to ensure that the role of the arts in our community will grow and play an evermore significant part in the welfare and educational experience of the citizens of Coeur d'Alene.**



Art Commission: Public Art Program Policy

Defines “public art” as...

Public Art: Original works of art that are accessible to the public and/or public employees and which may possess functional as well as aesthetic qualities (*see Work of Art for further clarification*).

Work of Art: All forms of art conceived in any discipline or medium, including visual, performance, literary, media and temporary works.



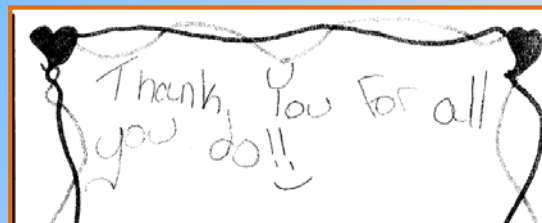
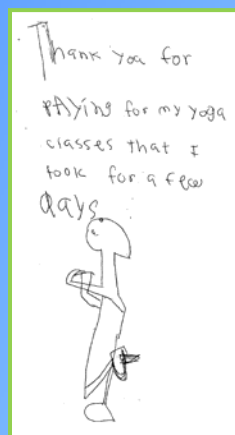
Art Commission: Chapter 2.84

2.84.040: DUTIES; RESPONSIBILITIES:

- To stimulate and encourage, throughout the city and surrounding area, the study and presentation of the performing and fine arts and public interest and participation therein;
- To take such steps as may be necessary and appropriate to encourage public interest in the cultural heritage of our city and to expand the city's cultural resources;
- To encourage and assist freedom of artistic expression essential for the well being of the arts;



Thank You's



On behalf of our board of directors, our staff and the children of Children's Village, Inc., we wish to thank you for providing Yoga classes for a couple of our kiddos. What wonderful opportunities for young folks. Bless you!



**The Arts Commission and our youth
thank you for supporting the arts!**



RESOLUTION NO. 16-012

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A ONE-YEAR CONTRACT WITH EMERGE CDA, INC., TO PROVIDE MONTHLY COMMUNITY ART CLASSES.

WHEREAS, the General Services Committee of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a one-year agreement with Emerge CDA, Inc., to provide monthly community art classes, pursuant to terms and conditions set forth in said agreement, a copy of which is attached hereto as Exhibit "A" and by reference made a part hereof; and

WHEREAS, Municipal Code section 2.84.040 and the Public Art Program Policy specifically provide that education is an appropriate use of designated art funds; and

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into an agreement with Emerge CDA, Inc., in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 15th day of March, 2016.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER ENGLISH Voted _____

_____ was absent. Motion _____.

AGREEMENT

This Agreement, made and entered into this 7th day of March, 2016, between the City of Coeur d'Alene by and through the **ARTS COMMISSION**, a duly established commission of the City of Coeur d'Alene, Kootenai County, Idaho, hereinafter referred to as the "Commission", and **EMERGE CDA INC.**, a non-profit corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at 2572 E. Gunnison Pl., Coeur d'Alene, Idaho 83814, hereinafter referred to as "Contractor". The City through the Commission and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – PURPOSE

- 1.01 The Commission has the duty and responsibility, as defined by the Ordinances of the City of Coeur d'Alene, to stimulate and encourage, throughout the city and surrounding areas, the study and presentation of the performing and fine arts, and public interest and participation therein, and to provide oversight for the City public arts program and other City public arts programs. In carrying out this duty and responsibility, the Commission may conduct classes for the community in the performing and fine arts.
- 1.02 The Contractor desires to provide public art programs for the purpose of stimulating and encouraging the study and presentation of fine arts, and public interest and participation therein for residents of the City and surrounding areas.

ARTICLE 2 – THE WORK

- 2.01 Funds provided by the Commission shall be for the following uses and no others:
- A. The purchase of materials and supplies for two (2) fine arts classes per month, a total of twenty-four (24) for the term of this Agreement, open to residents of the City and surrounding areas for no charge, to effect the purposes stated in Article 1 hereof;
 - B. The actual out-of-pocket costs of sponsoring the two (2) fine arts classes per month, including instructor fees, open to residents of the City and surrounding areas for no charge.
 - 1. For the summer months (June, July, and August), both classes shall be directed at youth (17 and under), in a manner similar to the Commission's Summer Arts Youth Program.
 - 2. During the remaining months of the contract year, one (1) of the monthly classes shall be directed at youth (17 and under) and one (1) shall be directed at adults (18 and older).
 - C. The Contractor further agrees to hold two (2) art shows per year, open to the public, without fee, featuring the works created as a result of the classes funded by the Commission. The Contractor shall select the works to be displayed at each show, with the works returned to the students creating them at the close of the show.
- 2.02 The phrase "Sponsored by the Coeur d'Alene Arts Commission" shall be included in the title of any class hereunder, on all promotions for said classes, as well as any materials and promotions for the required art shows.
- 2.02 The Contractor may present proposals for the expenditure of Commission funds which do not fall within the uses set out in paragraph 2.01, and the Commission, or its designees, will determine if said proposed expenditure complies with the law and the Commission's purposes.

ARTICLE 3 – CONTRACT TERM

3.01 This Agreement shall commence on April 1, 2016 and end on March 31, 2017. It may be renewed on an annual basis upon the mutual agreement of the parties.

ARTICLE 4 – PAYMENT BY COMMISSION

4.01 The Commission shall pay the Contractor the sum of Five Hundred and No/100 Dollars (\$500.00) per class, totaling One Thousand and No/100 Dollars (\$1,000.00) per month, by the fifth day of each month for the purposes outline herein.

4.02 Any funds from the Commission which are not expended in the month shall roll over to the following month and reduce the Commission’s payment for that month so that only One Thousand and No/100 Dollars (\$1,000.00) of Commission funds are available to the Contractor each month; PROVIDED, funds not expended for a class may be used to promote and produce the art shows during the contract year, not exceeding \$X per month.

ARTICLE 5 – OVERSIGHT

5.01 One (1) member of the Commission shall sit on the Board of Directors of the Contractor, as a voting member, on a rotating basis, as decided in the sole discretion of the Commission.

5.02 Within thirty (30) days of receipt of the first payment under this Agreement, the Contractor shall provide the Commission’s designated representative(s) with a detailed report of all activities that have been undertaken using funds provided by the Commission. Said report will include an itemization of supplies purchased, attendance records, expenses, and the names of the classes provided.

5.03 Thereafter, the Contractor shall provide quarterly reports to the Commission’s designated representative(s), no later than the tenth day of the month following the close of the quarter. Each quarterly report shall detail how Commission funds have been expended, including an itemization of supplies purchased, and a description of classes sponsored with attendance records during that quarter.

5.04 The Contractor shall also provide, on a quarterly basis, no later than the fifteenth day of the month before the close of the quarter, an organization budget for the following quarter for classes and art shows utilizing funds from the Commission, which budget shall show year-to-date figures.

ARTICLE 6 – MISCELLANEOUS

6.01 Termination

- A. Either party may terminate this Agreement prior to the expiration of the contract term, for any reason, upon thirty (30) days’ written notice.
- B. If the Contractor violates any provision of this Agreement, the Commission may terminate this Agreement without notice.
- C. Upon termination pursuant to § 6.01, or upon the expiration of the contract term without renewal, all unexpended funds must be returned to the Commission.

6.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Agreement shall be made by either party without the written consent of the other party.

6.03 Non-discrimination

A. The Contractor hereby agrees not to discriminate against any person to the same extent that the City of Coeur d'Alene may not discriminate in the provision of City services.

IN WITNESS WHEREOF, the City of Coeur d'Alene and the Contractor have signed this Agreement. Counterparts have been delivered to the City and the Contractor.

CITY OF COEUR D'ALENE
KOOTENAI COUNTY, IDAHO

EMERGE CDA, INC.

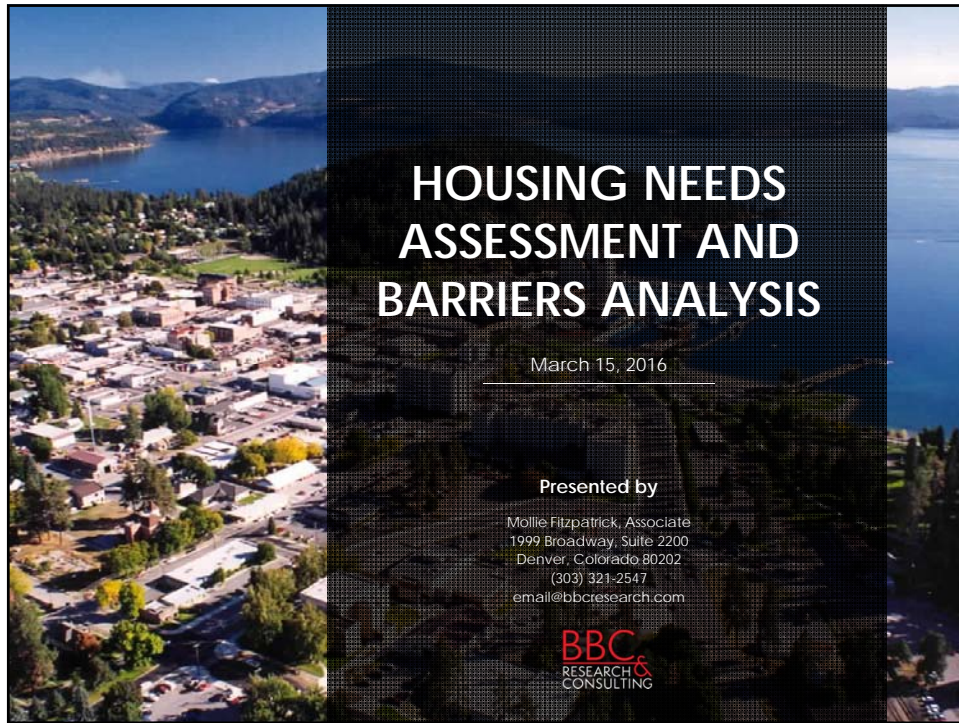
By: _____
Steve Widmyer, Mayor

By: _____
Its: _____

ATTEST:

Renata McLeod, City Clerk

OTHER BUSINESS



WHY IS A BALANCED HOUSING MARKET IMPORTANT?

- Meet the various housing needs of the existing and future workforce;
- Provide stable environments for children and their families;
- Enable residents to move throughout the housing continuum, including allowing seniors to age in place; and
- Maintain diverse, vibrant and interesting communities.

DEMOGRAPHIC AND HOUSING MARKET TRENDS SINCE 2000

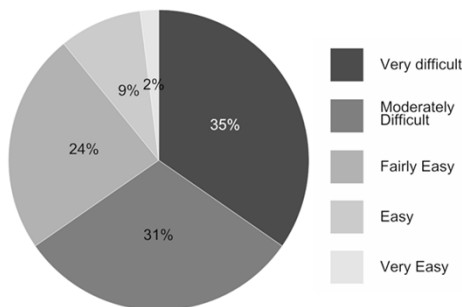
- Growth on pace with county;
- No substantial changes in race/ethnic distribution;
- Income growth for renters lagged owners;
- Modest changes in housing stock: City remains largely single family units, with some growth in multifamily.
- Still difficult for average worker to buy a home;
- Affordability more of a challenge for renters than for owners.

| 3

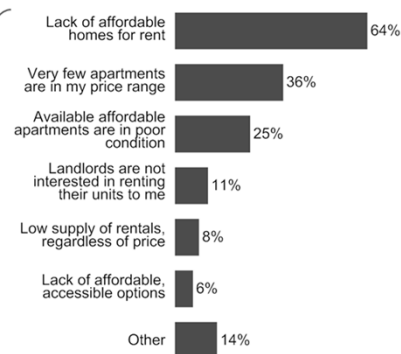
RENTAL AFFORDABILITY

The **“purchasing power”** of renters changed during the past **13 years**. The **median rent**, including utilities, **rose by 39%** compared to a **20% increase** in **median renter income**.

If you looked for a rental unit in Coeur d'Alene, how difficult was it to find a unit?



Why was it difficult?



| 4

ASSISTED RENTAL HOUSING

Has it helped?

Yes: without it, current rental gap likely to be **11% larger** (or 200 additional households)

How does it compare to the private market?

Avg rent: \$584 v \$756

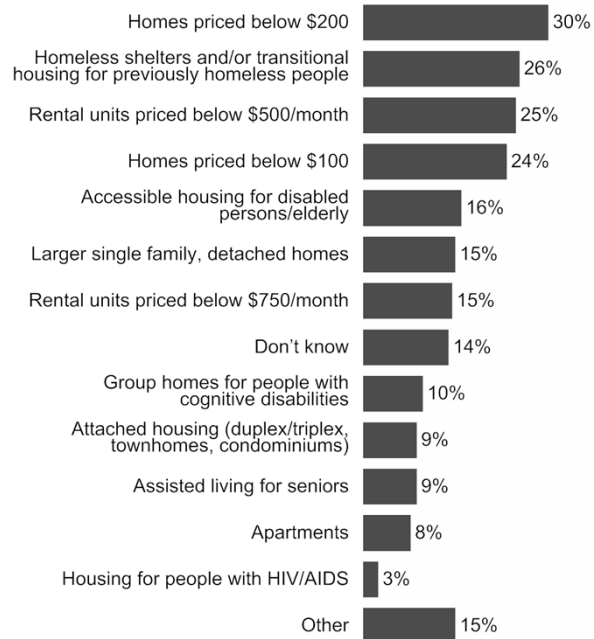
Median: \$600 v \$725

= annual difference of

\$1,500 to \$2,100

| 5

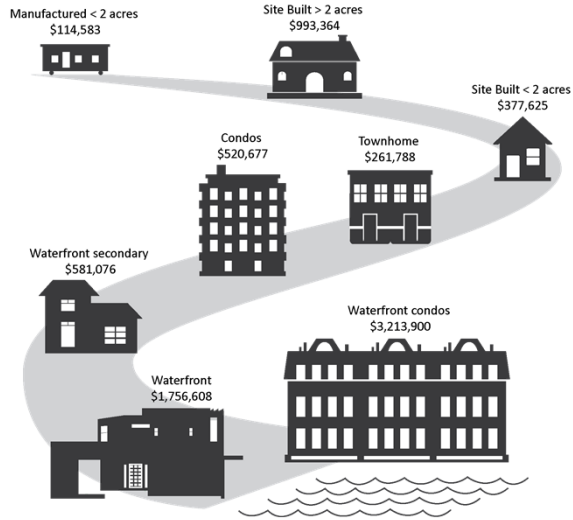
WHAT TYPE OF HOUSING IS DESIRED BY COEUR D'ALENE RESIDENTS?



6

WHAT ARE THE GREATEST HOUSING NEEDS NOW?

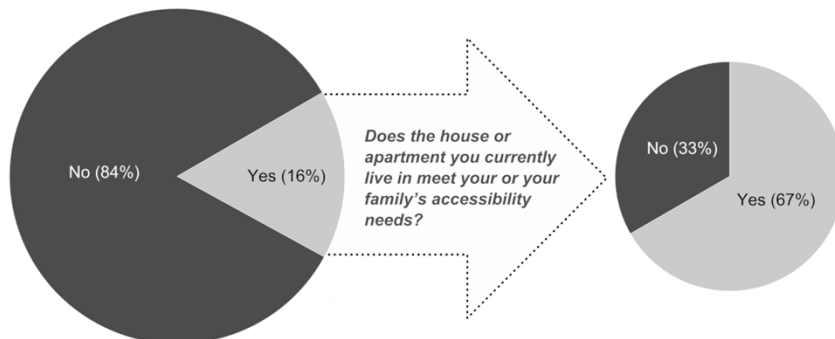
- A shortage of rentals <\$500
- Affordable homes for workers to buy
- Accessible for persons with disabilities and seniors



| 7

WHAT ARE THE GREATEST HOUSING NEEDS NOW?

Do you or any member of your household have a disability of any type?



| 8

ARE THERE BARRIERS TO HOUSING CHOICE?

- Few barriers to housing choice. Fair housing experts were complimentary about city staff and resident knowledge of fair housing.
- No areas with racial and ethnic concentrations and concentrated poverty.
- Overall, in Idaho, compliance with the accessibility requirements of the FHA and ADA is low—Coeur d'Alene is no exception
- Improve access to opportunity (jobs, services, health care, community assets) through public transit.

| 9

WHAT CAN THE CITY DO?

To improve housing balance:

1. Continue to identify and work with the urban renewal authority to convert underutilized and blighted parcels to mixed-income and mixed-use housing.
2. Consider adopting a city policy that when public land becomes available for re-use, development of mixed-income housing is a top consideration.
3. As the city budget allows, offer reductions or waivers from fees associated with residential development.

| 10

WHAT CAN THE CITY DO?

To improve housing balance (continued):

4. As appropriate for the site, provide density bonuses and variances to reduce land and development costs (beyond downtown).
5. Set an affordable housing target—for example, that 18-20% of the city's rentals be affordable to its lowest wage workers.
6. Use this study to help educate residents about historical trends in development and affordability, current housing needs and the housing that will be needed to accommodate projected workforce.

| 11

WHAT CAN THE CITY DO?

To continue to mitigate fair housing barriers:

- Continue current fair housing efforts (fair housing info, CDBG accessibility investments, financial support for fair housing workshops,
- Train city inspectors on accessibility requirements.
- Continue transit expansion/improvements
- Consider universal design incentives.

| 12

QUESTIONS?

13

To: General Services

From: Melissa Tosi; Human Resources Director

Re: Personnel Rule Amendments

Date: March 7, 2016

Decision Point: To authorize Resolution No. 16-____, authorizing the amendments to Rule XI, Attendance and Leaves, Section 11. Retirement Medical Benefit, which includes the following:

- Emphasizes the need for a professional consultant;
- Increase the involvement of the department head to ensure the need for services;
- Increase savings to \$40,000 over two (2) years;
- No longer offer an option to stay on the City's health insurance;
- Retiree will opt out of City's health insurance and receive a HRA/VEBA contribution in exchange for their 240 hours of professional consultant services;
- Define the amount going to HRA/VEBA, \$24,000 over two (2) years, and how the benefit is paid monthly for consultant services provided.

History: The intent behind this rule has always been to utilize an employee after retirement for a consultant service they would provide which also results in savings for the city. The current savings requirement is \$18,000 over three (3) years. Currently, any position leveled under the city's pay structure (pay grade 5 through a pay grade 21) that is at the maximum of their pay grade, would meet eligibility for the savings criteria. Furthermore, this rule is not only about savings, it is about an identifiable need for consultant services.

Consultant services are generally utilized by a professional who provides expert advice in a specialized field. To meet this definition, the proposed savings amount has been increased to \$40,000 over two (2) years, which also compares to where our FLSA exempt salaried positions begin. The proposed criteria will encourage departments to have a succession strategy and to plan for retirements by cross-training employees. Additionally, the increased savings amount will help ensure the employee fits the criteria of a professional consultant.

Jim Hammond and I met with all three employee groups and discussed the changes and addressed the groups concerns. Among the three bargaining groups, the common concern was the increased amount of savings to \$40,000 over two years and who that would exclude within their groups. After discussion, the groups understood the City's desire to increase the savings to ensure the rule was being utilized for professional consultants. The proposed changes were also discussed with the Executive Team who agreed the rule needed improvement.

Financial Analysis: There are no hard costs associated with this Personnel Rule amendment.

Performance Analysis: Amending this rule will help ensure the City is receiving an appropriate return and savings for the professional services needed while providing the retiree a valuable benefit into their HRA/VEBA plan.

Recommendation: To authorize Resolution No. 16-____, authorizing the amendments to Rule XI, Attendance and Leaves, Section 11. Retirement Medical Benefit.

RESOLUTION NO. 16-013

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING THE CITY OF COEUR D'ALENE PERSONNEL RULES BY AMENDING RULE XI, ATTENDANCE AND LEAVES, SECTION 11, RETIREMENT MEDICAL BENEFIT.

WHEREAS, the need to revise various Personnel Rules, as noted above, has been deemed necessary by the City Council; and

WHEREAS, said Personnel Rules, Classification and Compensation Plan amendments have been properly posted 10 days prior to this Council Meeting; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that such rule amendments, attached hereto as Exhibit "A," be adopted; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the rule amendments attached hereto as Exhibit "A," be and is hereby adopted.

DATED this 15th day of March, 2016.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER ENGLISH Voted _____

COUNCIL MEMBER GOOKIN Voted _____

_____ was absent. Motion _____.

SECTION 11. Retirement ~~Medical-Consultation~~ Benefit

a) **Purpose:** This is a discretionary medical benefit available to employees seeking retirement if the decision to retire results in cost savings and there is an identifiable need for consultant services to the City.

b) **Definition:** For the purpose of this section, the following term has the following meaning.

1. Consultant: A professional who provides expert advice in a specialized field and has a wide knowledge of the subject matter.

b)c) **Employee Responsibility:** To be eligible for consideration, the employee must first meet with their department head to discuss the need for consultant services. If the department head agrees there is an identifiable need for consultant services, the employee will submit a written request to the Human Resources Director, at least ninety (90) days prior to separation of employment.

e)d) **Department Head/Employer Responsibility:** The written request from the employee will be reviewed by the Department Head, Human Resources Director, Finance Director and the Personnel Officer to verify that the criteria are met. If criteria are met, the Department Head will be responsible to present the information to City Council for approval and to make a recommendation to the City Council.

In determining if the City should grant the retirement ~~medical-consultation~~ benefit the City will take into account the following criteria:

- (1a) The employee must be eligible for retirement from the City of Coeur d'Alene pursuant to the provisions of Idaho Code pertaining to P.E.R.S.I.,
- (2b) The retirement must result in a savings of at least \$6,000 ~~a year for three (3) years~~ for \$1840,000 over ~~two~~ (23) years.
- (3e) The department head will provide the following information to justify the necessity of the retiree's consultation to the City.
 - i. Detailed description of the scope of consultant work.
 - ii. An evaluation of the employees overall job performance prior to retirement.
 - ~~iii. A staffing plan on re-filling the position.~~
- (4d) The retiree's availability to provide professional consultation services to the City for a minimum of two hundred forty (240) hours, for up to -the typical three two (23) years ~~contract, or prorated accordingly, during the term of the negotiated contract up to three (3) years following retirement.~~
- (5e) The employee must be willing to sign an agreement releasing the City of Coeur d'Alene of any and all claims of the employee. The agreement will further outline the terms of the separation and provide a guarantee to the City for consultant services. No payment shall be paid directly to the employee.
- (6) The department head will not re-fill the position for a minimum of sixty (60) days from the date of the employee's retirement.

Upon approval of the benefit, the employee must select one of the following options:

~~**OPTION 1:** The City will pay up to eighty percent (80%) (to a maximum of \$500.00/month) of the retired employee's medical premium for the employee and spouse, if applicable, for the term of the negotiated contract or until one of the following occurs (the spouse may not be included if eligible for Medicaid or Medicare):~~

- ~~(a) Employee becomes eligible for Medicaid or Medicare.~~
- ~~(b) The spouse is no longer included once eligible for Medicaid or Medicare.~~
 - ~~(c) The employee dies.~~
- ~~(d) The spouse is or becomes employed elsewhere and medical benefits are available.~~
- ~~(e) The employee becomes employed elsewhere and medical benefits are available.~~

~~The City shall pay the approved portion of the medical benefit premium to the insurer. No payment shall be paid directly to the employee.~~

(e) **OPTION 2 Employee Benefit:** The employee ~~may request to will~~ opt out of the City's medical insurance plan and receive twenty-four thousand dollars (\$24,000) a lump sum payment into their employee's HRA/VEBA health reimbursement plan.

The twenty-four thousand dollars (\$24,000) will be paid in monthly payments to their VEBA account of one thousand dollars (\$1000.00) and continuing until the full amount has been paid out. However, if the employee completes two hundred and forty hours of consulting services prior to the termination of the two year contract, the remaining balance of the \$24,000.00 will be paid to the employees VEBA account in a lump sum.

CITY COUNCIL STAFF REPORT

DATE: March 15, 2016
FROM: Gordon Dobler, City Engineer
SUBJECT: City of Coeur d'Alene Flood Works Repair Project

DECISION POINT:

Staff is requesting that Council award a contract to Contractors Northwest Inc. for the City of Coeur d Alene Flood Works Repair Project.

HISTORY:

The city received three responsive bids for the project:

Contractors Northwest, Inc.	\$276,500.00
West Co, Inc.	\$320,050.00
TML Construction	\$462,421.00
Engineers Estimate	\$334,523.00

PERFORMANCE ANALYSIS:

Of the three bids submitted for this project, Contractors Northwest Inc. was the low bidder. There was also an add alternate for removal and replacement of concrete pile cap on a lineal foot basis. We are recommending that we add an additional 360 feet to the base bid. This would bring the total contract value to \$307,100.

FINANCIAL ANALYSIS:

The Flood Works Repair Project is a budgeted project and the low bid is within budget. The Project is being funded from the Drainage Utility, the Wastewater Utility and NIC. The funding agreement with NIC was amended to include this project in March 2015.

SUMMARY:

Staff recommends a motion to approve a public works contract with Contractors Northwest Inc. for the City of Coeur d' Alene Flood Works Repair Project and authorize the Mayor to execute the contract.

RESOLUTION NO. 16-014

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE BID OF CONTRACTORS NORTHWEST, INC., FOR FLOOD WORKS REPAIR.

WHEREAS, the City heretofore duly advertised invitation for bids for the Flood Works Repair project in Coeur d'Alene, Idaho, and said bids were opened as provided in said advertisement in the office of the City Clerk at 2:00 p.m., on Tuesday the 8th day of March, 2016, and the lowest responsible bid received was that of Contractors Northwest, Inc., in the amount of Three Hundred and Seven Thousand, One Hundred and No/100 Dollars (\$307,100.00), and it is in the best interests of the City of Coeur d'Alene and the citizens thereof that said bid be accepted; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the bid of Contractors Northwest, Inc., in the amount of \$307,100.00 for the Flood Works Repair project be and the same is hereby accepted.

BE IT FURTHER RESOLVED, that the City enter into a contract with Contractors Northwest, Inc. in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said contract provided that the substantive provisions of the agreement remain intact.

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

DATED this 15th day of March, 2016.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER ENGLISH Voted _____

_____ was absent. Motion _____.

CONTRACT
For
FLOOD WORKS REPAIR

THIS CONTRACT, made and entered into this 15th day of March, 2016, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as the “**CITY**”, and **CONTRACTORS NORTHWEST, INC**, a corporation duly organized and existing under and by virtue of the laws of the state of IDAHO, with its principal place of business at 3731 N. Ramsey Road, Coeur d’Alene, Idaho, 83815, hereinafter referred to as “**CONTRACTOR**”,

W I T N E S S E T H:

THAT, WHEREAS, the said **CONTRACTOR** has been awarded the contract for **FLOOD WORKS REPAIR** according to plans and specifications on file in the office of the City Clerk of said **CITY**, which plans and specifications are incorporated herein by reference.

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

The **CONTRACTOR** shall furnish and install barriers and warning lights to prevent accidents. The **CONTRACTOR** shall indemnify, defend and hold the **CITY** harmless from all claims arising from the **CONTRACTOR**'s actions or omissions in performance of this contract, and to that end shall maintain liability insurance naming the **CITY** as one of the insureds in the amount of One Million Dollars (\$1,000,000) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for under Idaho Code 6-924. A certificate of insurance providing at least thirty (30) days written notice to the **CITY** prior to cancellation of the policy shall be filed in the office of the City Clerk.

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

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

The **CONTRACTOR** agrees to receive and accept as full compensation for furnishing all materials, and doing all the work contemplated and embraced in the contract, a lump sum amount not to exceed **Three Hundred and Seven Thousand, One Hundred and No/100 Dollars (\$307,100)**.

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

The number of calendar days allowed for completion of the Contract work shall be **120 calendar days**. The contract time shall commence no later than 10 days after the date of the Notice to Proceed issued by the **CITY**. That portion of the work described as the "FEMA wall" and "Opening #2" on the plans and specifications, shall be completed no later than June 17th, 2016.

The **CITY** and the **CONTRACTOR** recognize that time is of the essence and failure of the **CONTRACTOR** to complete the work within the time allowed shall result in damages being sustained by the **CITY**. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the **CONTRACTOR** shall fail to complete the work within the above time limits, the **CONTRACTOR** shall pay to the **CITY** or have withheld from monies due, liquidated damages at the rate of One Thousand Five Hundred and No/100 Dollars (\$1,500) per calendar day, which sums shall not be construed as a penalty.

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

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

1. To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term.

2. That if the said taxes, excises and license fees are not payable at the end of said term but liability for said payment thereof exists, even though the same constitutes liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof.
3. That in the event of his default in the payment or securing of such taxes, excises and license fees, to consent that the department, officer, board or taxing unit entering into this contract may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said **CONTRACTOR** is liable.

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

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

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

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

- A) Advertisement For Bids
 - B) Information For Bidders
 - C) Bid Proposal
 - D) Bid Bond
 - E) Bidding Forms as Required
 - F) Contract
 - G) Labor and Materials Payment Bond
 - H) Performance Bond
 - I) Notice of Award
 - J) Notice to Proceed
 - K) Change Order
 - L) General Conditions
 - M) Technical Specifications
 - N) Special Provisions
 - O) Plans
 - P) Addenda
- No. 1, dated February 25, 2016
No. 2, dated March 02, 2016

THIS CONTRACT, with all of its forms, specifications and stipulations, shall be binding upon the parties hereto, their successors and assigns.

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

CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO

CONTRACTORS NORTHWEST, INC.
KOOTENAI COUNTY, IDAHO

Steve Widmyer, Mayor

By: _____

Its: _____

ATTEST:

Renata McLeod, City Clerk

Attachment 1

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

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

1. Compliance with Regulations

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

2. Non-discrimination

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

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

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

4. Information and Reports

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

5. Sanctions for Non-compliance

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

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

Incorporation of Provisions

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

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

CITY COUNCIL STAFF REPORT

DATE: March 15, 2016
FROM: Gordon Dobler, City Engineer
SUBJECT: **Approve Low Bidder for the Mullan Rd Improvements Project**

DECISION POINT

Staff is requesting the City Council to approve Cameron Reilly, LLC as the low bidder for the Mullan Road Improvements Project.

HISTORY

The City of Coeur d'Alene received four responsive base bids:

Cameron Reilly, LLC	\$ 1,481,760.20
T. LaRiviere Equipment & Excavation, Inc.	\$ 1,482,578.70
D. G. & S. Company	\$ 1,513,119.70
Interstate Concrete & Asphalt, Co.	\$ 1,632,120.70
Engineer's Estimate	\$ 1,501,770.00

FINANCIAL ANALYSIS

The Mullan Road Improvements Project is a budgeted Project. The cost will be shared with the City of Coeur d'Alene and Ignite CDA. The financing agreement with Ignite CDA was approved on December 16th, 2015. The City of Coeur d'Alene received four responsive bids for the Project. The responsive low bidder is within the Project budget.

PERFORMANCE ANALYSIS

This project is foundational to the 4-Corners / BLM master plan. It must precede many of the elements of that plan. It provides for additional parking and creates a more inviting, safer, pedestrian friendly connection between City Park and Memorial Field. These are just some of the benefits to the City and the Fort Grounds area.

RECOMMENDATION

Staff recommends a motion to approve Cameron Reilly, LLC as the low bidder, and authorize the mayor to execute the contract for the Mullan Road Improvements Project.

RESOLUTION NO. 16-015

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE BID OF CAMERON-REILLY, LLC, FOR THE MULLAN RD IMPROVEMENTS PROJECT.

WHEREAS, the City heretofore duly advertised invitation for bids for the Mullan Rd Improvement Project in Coeur d'Alene, Idaho, and said bids were opened as provided in said advertisement in the office of the City Clerk at 2:30 p.m., on Wednesday, the 9th day of March, 2016, and the lowest responsible bid received was that of Cameron Reilly, LLC, in the amount of One Million, Four Hundred Eighty One Thousand, and Seven Hundred Sixty and 20/100 Dollars (\$1,481,760.20), and it is in the best interests of the City of Coeur d'Alene and the citizens thereof that said bid be accepted; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the bid of Cameron Reilly, LLC, in the amount of \$1,481,760.20 for the Mullan Rd Improvement Project, be and the same is hereby accepted.

BE IT FURTHER RESOLVED, that the City enter into a contract with Cameron Reilly, LLC in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said contract provided that the substantive provisions of the agreement remain intact.

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

DATED this 15th day of March, 2016.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER ENGLISH Voted _____

_____ was absent. Motion _____.

CONTRACT
For
MULLAN RD IMPROVMENTS PROJECT

THIS CONTRACT, made and entered into this 15th day of March, 2016, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as the “**CITY**”, and **CAMERON-REILLY, LLC**, a corporation duly organized and existing under and by virtue of the laws of the state of Washington, with its principal place of business at 309 W. Park Road, Spokane Valley, Washington, hereinafter referred to as “**CONTRACTOR**”,

WITNESSETH:

THAT, WHEREAS, the said **CONTRACTOR** has been awarded the contract for **MULLAN RD IMPROVMENTS PROJECT** according to plans and specifications on file in the office of the City Clerk of said **CITY**, which plans and specifications are incorporated herein by reference.

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

The **CONTRACTOR** shall furnish and install barriers and warning lights to prevent accidents. The **CONTRACTOR** shall indemnify, defend and hold the **CITY** harmless from all claims arising from the **CONTRACTOR**'s actions or omissions in performance of this contract, and to that end shall maintain liability insurance naming the **CITY** as one of the insureds in the amount of One Million Dollars (\$1,000,000) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for under Idaho Code 6-924. A certificate of insurance providing at least thirty (30) days written notice to the **CITY** prior to cancellation of the policy shall be filed in the office of the City Clerk.

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

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

The **CONTRACTOR** agrees to receive and accept as full compensation for furnishing all materials, and doing all the work contemplated and embraced in the contract, an amount equal to the sum of the total for the items of work. The total for each item of work shall be calculated by determining the actual quantity of each item of work and multiplying that actual quantity by the unit price bid by the **CONTRACTOR** for that item of work. The total amount of the contract shall not exceed **One Million, Four Hundred Eighty One Thousand, and Seven Hundred Sixty and 20/100 Dollars (\$1,481,760.20)**.

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

The number of calendar days allowed for completion of the Contract work shall be **120 calendar days**. The contract time shall commence no later than 10 days after the date of the Notice to Proceed issued by the **CITY**.

The **CITY** and the **CONTRACTOR** recognize that time is of the essence and failure of the **CONTRACTOR** to complete the work within the time allowed shall result in damages being sustained by the **CITY**. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the **CONTRACTOR** shall fail to complete the work within the above time limits, the **CONTRACTOR** shall pay to the **CITY** or have withheld from monies due, liquidated damages at the rate of One Thousand Five Hundred and No/100 Dollars (\$1,500) per calendar day, which sums shall not be construed as a penalty.

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

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

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

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

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

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

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

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

- O) Plans
- P) Addenda
No. 1, dated March 04, 2016
No. 2, dated March 07, 2016

THIS CONTRACT, with all of its forms, specifications and stipulations, shall be binding upon the parties hereto, their successors and assigns.

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

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

CAMERON-REILLY, LLC.

Steve Widmyer, Mayor

By: _____

Its: _____

ATTEST:

Renata McLeod, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 15th day of March, 2016, before me, a Notary Public, personally appeared **Steve Widmyer and Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

Notary Public for _____
Residing at _____
My Commission expires: _____

~~~~~  
STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this \_\_\_\_ day of March, 2016, before me, a Notary Public, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_, of **Cameron-Reilly, LLC**, and the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

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

## Attachment 1

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

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

**1. Compliance with Regulations**

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

**2. Non-discrimination**

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

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

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

**4. Information and Reports**

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

**5. Sanctions for Non-compliance**

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

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

**Incorporation of Provisions**

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

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

ORDINANCE NO. \_\_\_\_  
COUNCIL BILL NO. 16-1004

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, VACATING A PORTION OF KATHLEEN AVENUE RIGHT- OF-WAY, GENERALLY DESCRIBED AS A PARCEL OF LAND LYING SOUTH OF THE KATHLEEN AVENUE CENTERLINE AND NORTHEASTERLY OF THE PRAIRIE TRAIL RIGHT-OF-WAY LOCATED IN THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 50 NORTH, RANGE 4 WEST, AND THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after public hearing, the City Council finds it to be in the best interests of the City of Coeur d'Alene and the citizens thereof that said portion of right-of-way be vacated; NOW, THEREFORE,

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

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

Legal description and drawing, attached as Exhibits "A & B"

be and the same is hereby vacated.

SECTION 2. That said vacated right-of-way shall revert to the adjoining property owner to the south.

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 March 15, 2016.

APPROVED by the Mayor this 15<sup>th</sup> day of March, 2016.

---

Steve Widmyer, Mayor

ATTEST:

---

Renata McLeod, City Clerk



SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_  
V-16-1, KATHLEEN AVENUE 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 Kathleen Avenue right-of-way.

Such right-of-way is more particularly described as follows:

Legal description and drawing, attached as Exhibits "A & B"

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-16-1, Kathleen Avenue right-of-way vacation and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 15<sup>th</sup> day of March, 2016.

---

Randall R. Adams, Chief Civil Deputy City Attorney

### Vacation Legal Description

A parcel of land lying South of the Kathleen Avenue centerline and northeasterly of the Prairie Trail right of way located in the northeast quarter of Section 3, Township 50 North, Range 4 West, and the southeast quarter of Section 34, Township 51 North, Range 4 West, Boise Meridian, City of Coeur d Alene, Kootenai County, Idaho and more particularly described as follows:

**Commencing at** the northeast quarter of said northeast quarter of Section 3, from which the southeast corner bears  $S0^{\circ} 41' 23'' E$  2654.41 feet; thence along the North line of said northeast quarter,  $N89^{\circ} 33' 38'' W$  707.68 feet to the intersection of said North line and the centerline of Player Drive; thence leaving said North line,  $S83^{\circ} 19' 19'' W$  201.77 feet to a point on the existing southerly right of way of Kathleen Avenue, said point being the **True Point of Beginning**;

thence along said existing southerly right of way,  $N89^{\circ} 33' 38'' W$  102.47 feet;

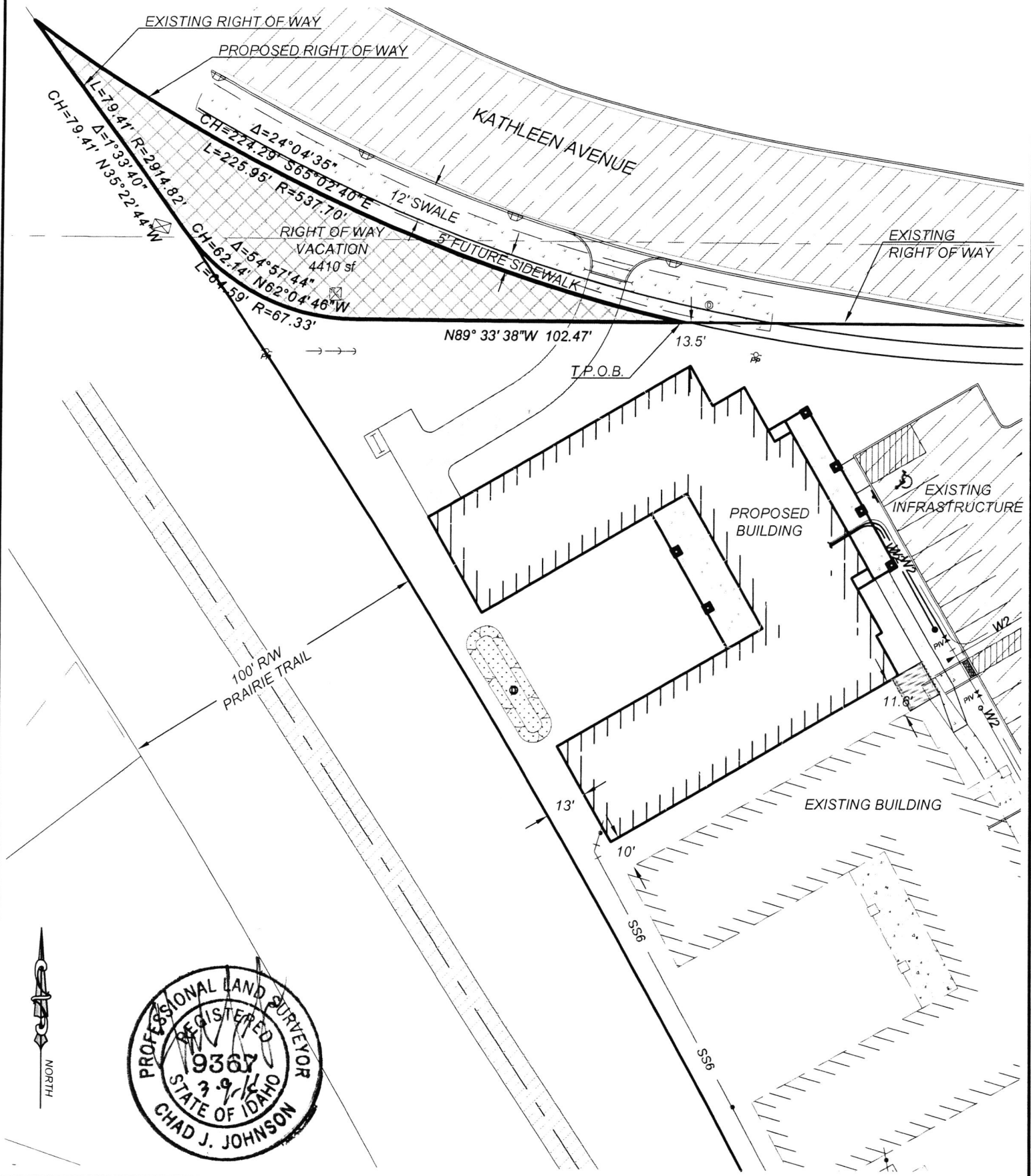
thence continuing along said existing southerly right of way, along a non-tangent curve to the right with a radius of 67.33 feet, an arc length of 64.59 feet, a delta of  $54^{\circ} 57' 44''$  with a long chord that bears  $N62^{\circ} 04' 46'' W$  62.14 feet to a point on said northeasterly right of way of the Prairie Trail;

thence along said northeasterly right of way, along a non-tangent curve to the left with a radius of 2914.82 feet, an arc length of 79.41 feet, a delta of  $1^{\circ} 33' 40''$  with a long chord bearing  $N35^{\circ} 22' 44'' W$  79.41 feet;

thence leaving said northeasterly right of way, along a non-tangent curve to the left with a radius of 537.70 feet, an arc length of 225.95 feet, a delta of  $24^{\circ} 04' 35''$  with a long chord bearing  $S65^{\circ} 02' 40'' E$  224.29 feet to the **True Point of Beginning**.

said parcel of land containing 4410 square feet of land, more or less.






3909 N. SCHREIBER WAY, STE. 4  
 COEUR D'ALENE, IDAHO 83815  
 PHONE: 208-676-0230  
 WWW.LAKECITYENGINEERING.COM

**KATHLEEN AVENUE**  
**RIGHT OF WAY VACATION**

NE 1/4 OF SECTION 3, TOWNSHIP 50 NORTH, RANGE 4 WEST, AND SE 1/4 OF SECTION 34, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

|              |                            |
|--------------|----------------------------|
| DESIGNED BY: | DCD                        |
| DRAFTED BY:  | SMA                        |
| SCALE:       | 1" = 40'                   |
| DATE:        | 03/03/2016                 |
| JOB NO:      | LCE 14-001                 |
| FILE:        | 14-001-BASEMAP-PHASE 2.dwg |

**CITY COUNCIL  
STAFF REPORT**

DATE: MARCH 15, 2016

FROM: RENATA MCLEOD, MUNICIPAL SERVICES DIRECTOR/CITY CLERK  
TROY TYMESEN, FINANCE DIRECTOR

RE: CITY HALL REMODEL PROJECT; APPROVAL OF CONTRACT WITH  
LONGWELL + TRAPP FOR THE CITY HALL ADA  
ENHANCEMENT/REMODEL PROJECT AND FUNDING UPDATE

---

**DECISION POINT:** To approve a Contract with Longwell + Trapp for the City Hall ADA Enhancement/Remodel Project.

**HISTORY:** At the February 2, 2016 City Council Workshop, the Council directed staff to move forward with the City Hall ADA Enhancement/Remodel project. Longwell + Trapp Architects have been retained over the years to provide a drawing and construction schedule and work with staff for the City Hall remodel project. Under Idaho Code 67-2320, the City can continue to utilize a design professional for continuation of a project. Longwell + Trapp Architects have been involved in this project since 2003 and most recently active since 2014. Staff recommends the approval of the proposed agreement with Longwell + Trapp Architects.

Staff is working to resolve who will serve as the Construction Project Manager on this project and will bring the recommendation forward within the next four weeks. In the meantime, Mr. Trapp will meet with each department and finalize the placement of IT drops and electrical needs prior to commencing with construction drawings. It is estimated that the construction drawings will be completed within 90 days.

**FINANCIAL:** The estimated cost for the remodel is approximately \$1.65 Million. Staff is recommending the following to fund this project. One source of funds will be the sale of the Fruitland Avenue property. The property trade and sale of the old library building located at 201 Harrison Avenue will provide approximately \$515,000 for the project; this step will require a public hearing prior to its completion. Staff will be requesting the hearing in mid-April. Staff has also sought an appraisal of the Blackwell Island property, as requested by Council. Staff recommends financing approximately \$1,000,000 through a bank lease agreement. Lease payments could be made from the cost savings of no longer having to pay \$36,132 per year in rent for the criminal division office space (over a 20 year period this would equal \$722,640). The lease payment would be approximately \$5,500 per month (\$66,000 per year) for 20 years with a total payout of \$1,320,000.

**DECISION POINT/RECOMMENDATION:** To approve a Contract with Longwell + Trapp for the City Hall ADA Enhancement/Remodel Project.

RESOLUTION NO. 16-016

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING AN AGREEMENT WITH LONGWELL + TRAPP ARCHITECTS FOR THE CITY HALL ADA ENHANCEMENT/REMODEL PROJECT.

WHEREAS, it is recommended that the City of Coeur d'Alene enter into an agreement with Longwell + Trapp Architects for the City Hall ADA Enhancement/Remodel Project, pursuant to terms and conditions set forth in said agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into an agreement with Longwell + Trapp Architects, in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 15<sup>th</sup> day of March, 2016.

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

ATTEST:

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

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

ROLL CALL:

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

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

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

COUNCIL MEMBER EDINGER Voted \_\_\_\_\_

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

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

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



**AIA**<sup>®</sup>

# Document B104<sup>™</sup> – 2007

## **Standard Form of Agreement Between Owner and Architect for a Project of Limited Scope**

**AGREEMENT** made as of the Fifth day of February in the year Two Thousand and Sixteen  
(*In words, indicate day, month and year.*)

**BETWEEN** the Architect's client identified as the Owner:  
(*Name, legal status, address and other information*)

City of Coeur d'Alene  
710 Mullan Avenue  
Coeur d'Alene, Idaho 83814

and the Architect:  
(*Name, legal status, address and other information*)

Longwell + Trapp Architects  
8382 N Wayne Drive, Suite 204  
Hayden, Idaho 83835

for the following Project:  
(*Name, location and detailed description*)

Addition and Remodel to Coeur d'Alene City Hall, 710 Mullan Avenue. For ADA improvements, to remodel the office areas for functional and efficient spaces and to create efficiencies so Legal can be relocated to the building. Refer to attached concept plan (Exhibit 'A') and estimate of probable cost (Exhibit 'B').

The Owner and Architect agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

*(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)*

Refer to attached concept plan (Exhibit 'A') dated November 2, 2015 and Estimate of Probable Cost (Exhibit 'B') dated November 30, 2015.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services.

§ 3.1.1 The Architect shall be entitled to rely on (1) the accuracy and completeness of the information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by

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the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall design the project to comply with all laws, codes, regulations and other requirements of governmental entities who have jurisdiction over the Project.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner a preliminary estimate of the Cost of the Work.

§ 3.2.5 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.6 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

### § 3.3 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.3.3 The Architect shall update the estimate for the Cost of the Work.

§ 3.3.4 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.5 The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in awarding and preparing contracts for construction.

### § 3.4 CONSTRUCTION PHASE SERVICES

#### § 3.4.1 GENERAL

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A107™-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. If the Owner and Contractor modify AIA Document A107-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### § 3.4.2 EVALUATIONS OF THE WORK

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.1, to become familiar with the progress and quality of the portion of the Work completed, and to determine, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

#### § 3.4.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, beyond those required in Section 4.2.1 (2) reviewed construction means, methods, techniques, sequences or procedures, (3) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

#### § 3.4.4 SUBMITTALS

§ 3.4.4.1 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

#### § 3.4.5 CHANGES IN THE WORK

The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.2.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

#### § 3.4.6 PROJECT COMPLETION

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

### ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services are not included in Basic Services but may be required for the Project. Such Additional Services may include programming, budget analysis, financial feasibility studies, site analysis and selection, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, coordination of construction or project managers, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.1, value analysis, quantity surveys, interior architectural design, planning of tenant or rental spaces, inventories of materials or equipment, preparation of record drawings, commissioning, environmentally responsible design beyond Basic Services, LEED® Certification, fast-track design services, and any other services not otherwise included in this Agreement.

*(Insert a description of each Additional Service the Architect shall provide, if not further described in an exhibit attached to this document.)*

§ 4.2 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect has included in Basic Services sixteen (16) site visits over the duration of the Project during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.2 The Architect shall review and evaluate Contractor's proposals, and if necessary, prepare Drawings, Specifications and other documentation and data, and provide any other services made necessary by Change Orders and Construction Change Directives prepared by the Architect as an Additional Service.

§ 4.2.3 If the services covered by this Agreement have not been completed within eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

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## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, a written legal description of the site, and services of geotechnical engineers or other consultants when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of

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construction are to be included in the Contract Documents, to make reasonable adjustments in the program and scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the bidding has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes

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of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A107™-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

### § 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)*

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other *(Specify)*

### § 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### § 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

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9



§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A107-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary.

10.8 Architect will work closely with and carefully coordinate its work with the work of other design professionals retained by Owner on the Project.

10.9 Architect shall obtain and maintain professional liability insurance in the amount of one million dollars (\$1,000,000.00) per claim and two million dollars (\$2,000,000.00) in the aggregate. Architect shall provide Owner with a certificate of insurance, which certificate shall provide that Architect's insurance may be canceled only upon 30 day notice to Owner.

#### ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services as described under Article 3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

Fixed fee of \$119,750.00

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§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Hourly per attached Exhibit 'C'

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

Hourly per attached Exhibit 'C'

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent (15 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

|                              |                       |     |    |
|------------------------------|-----------------------|-----|----|
| Design Development Phase     | Twenty-Five percent ( | 25  | %) |
| Construction Documents Phase | Fifty percent (       | 50  | %) |
| Construction Phase           | Twenty-Five percent ( | 25  | %) |
| <i>(Row deleted)</i>         |                       |     |    |
| Total Basic Compensation     | one hundred percent ( | 100 | %) |

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.  
*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See attached Exhibit 'C'

|                             |             |
|-----------------------------|-------------|
| <b>Employee or Category</b> | <b>Rate</b> |
|-----------------------------|-------------|

**§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES**

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;

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- .8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus fifteen percent (15 %) of the expenses incurred.

Refer to attached Exhibit

**§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE**

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

To Be Determined

**§ 11.10 PAYMENTS TO THE ARCHITECT**

§ 11.10.1 An initial payment of zero (\$ 00.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

12 % per annum

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to off set sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

1. Civil Engineering and Landscape Design are excluded from this contract.
2. Proposed Stairs between existing library and existing City Hall are excluded from this contract.

**ARTICLE 13 SCOPE OF THE AGREEMENT**

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement incorporates the following documents listed below:

*(List other documents, if any, including additional scopes of service and AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, forming part of the Agreement.)*

This Agreement entered into as of the day and year first written above.

OWNER

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name and title)

ARCHITECT

*Cyril Trapp*  
\_\_\_\_\_  
(Signature)

*COPY TRAPP, PARTNER*  
\_\_\_\_\_  
(Printed name and title)

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**COEUR D'ALENE CITY HALL REMODEL**  
**BUDGET ESTIMATE**  
 November 30, 2015

Prepared By:  
 Longwell + Trapp Architects  
 8382 N. Wayne Drive, Suite 204  
 Hayden, ID 83835

|                                                               | Estimated<br>Cost          |
|---------------------------------------------------------------|----------------------------|
| <b>PHASE I</b>                                                |                            |
| A. Remodel old Council Chambers for Criminal Legal            | \$ 86,500                  |
| A. Remodel Planning and Engineering                           | \$ 107,000                 |
| B. Finance and Building Dept. Remodel                         | \$ 98,200                  |
| C. Civil Legal, Administration and Municipal Services Remodel | \$ 79,000                  |
| C. Park and Recreation and Breakroom Remodel                  | \$ 130,000                 |
| C. Restroom additions and remodels                            | \$ 77,800                  |
| D. Conference Room Remodel                                    | \$ 36,000                  |
| Install RPBA                                                  | \$ 5,000                   |
| HVAC Repair                                                   | \$ 55,000                  |
| Access Control System                                         | \$ 30,000                  |
| New Fire Alarm System                                         | \$ 30,000                  |
| Upgrade Electrical service                                    | \$ 30,000                  |
| Subtotal                                                      | <u>\$ 764,500</u>          |
| General Conditions                                            | \$ 68,805                  |
| Contractor Overhead and Profit                                | <u>\$ 53,515</u>           |
| Sub-total                                                     | \$ 886,820                 |
| Contingency @ 10%                                             | \$ 88,682                  |
| Permits and Fees                                              | \$ 26,605                  |
| Impact Fees                                                   | \$ 1,000                   |
| Asbestos Abatement                                            | \$ 15,000                  |
| Reimbursables                                                 | \$ 3,000                   |
| A and E Fees                                                  | <u>\$ 84,248</u>           |
| <b>Phase I Total</b>                                          | <b><u>\$ 1,105,355</u></b> |

|                                                          |                   |
|----------------------------------------------------------|-------------------|
| <b>PHASE II</b>                                          |                   |
| New Main entrance and Lobby                              | \$ 200,000        |
| Face Lift on Exterior of Building (Includes new windows) | <u>\$ 125,000</u> |
| Sub-Total                                                | \$ 325,000        |
| General Conditions                                       | \$ 29,250         |
| Contractor Overhead and Profit                           | <u>\$ 19,500</u>  |
| Sub-total                                                | \$ 373,750        |

**COEUR D'ALENE CITY HALL REMODEL  
BUDGET ESTIMATE**

November 30, 2015

Prepared By:  
Longwell + Trapp Architects  
8382 N. Wayne Drive, Suite 204  
Hayden, ID 83835

|                       |                   |
|-----------------------|-------------------|
| Contingency @ 10%     | \$ 37,375         |
| Permits and Fees      | \$ 11,213         |
| Impact Fees           | \$ 1,000          |
| Special Inspection    | \$ 12,000         |
| Soils Testing         | \$ 5,000          |
| Reimbursable expenses | \$ 3,000          |
| A and E Fees          | \$ 35,506         |
| <b>Phase II Total</b> | <b>\$ 478,844</b> |

**Grand Total for Phase I and II** **\$ 1,584,198**

**Future Items for Consideration:**

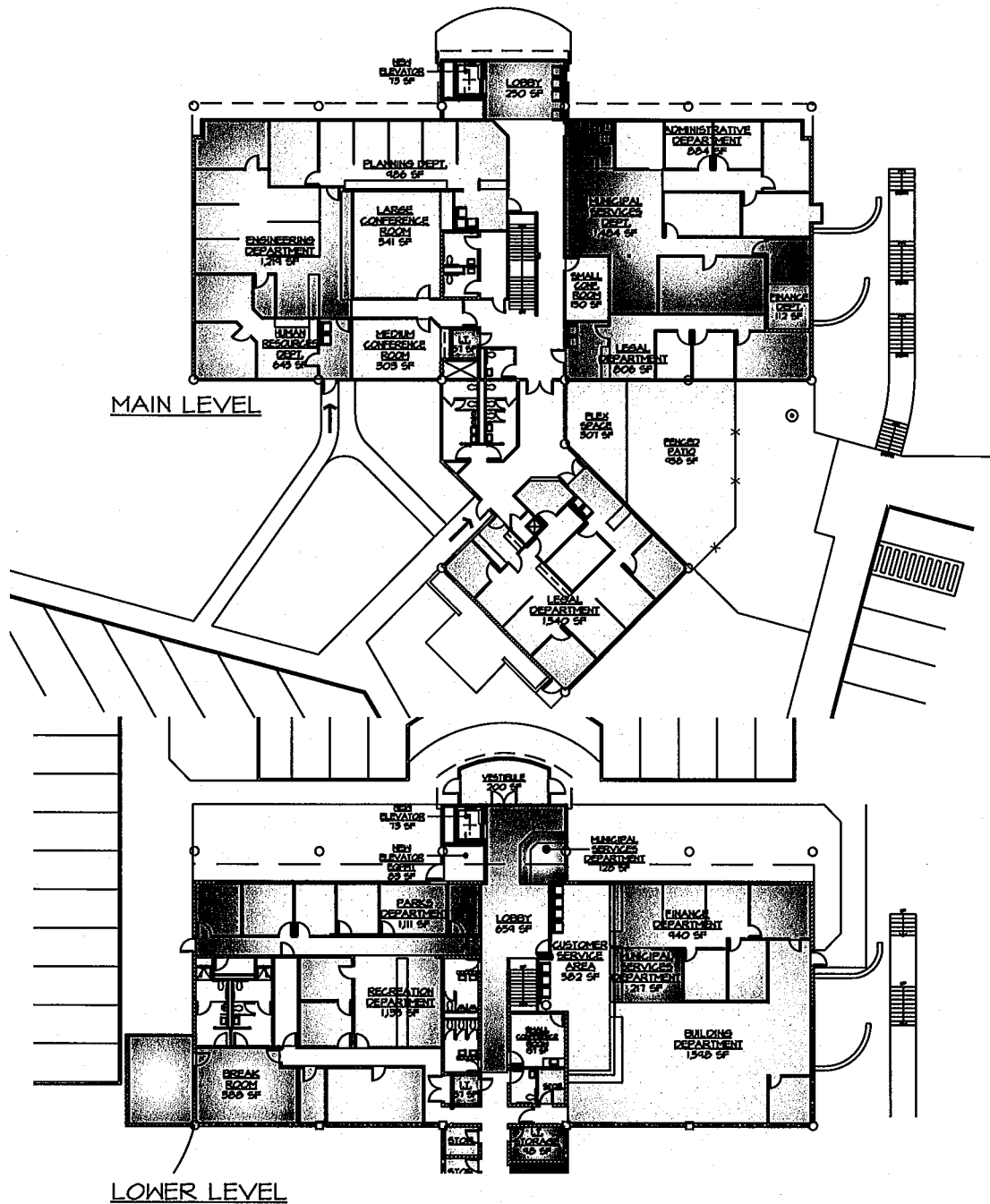
|                                            |            |
|--------------------------------------------|------------|
| New Window Blinds                          | \$ 30,000  |
| Reroof Building                            | \$ 80,000  |
| New Public Stair on north side of Building | \$ 125,000 |
| Conference Room and patio at old entry     | \$ 50,000  |
| Directional Signage                        | \$ 15,000  |

**Budget Estimate Does not include:**

- Cost to move furniture and equipment
- Cost to purchase new furniture
- IT work by Staff, I.E. pulling cable, new computers, moving phone system

EXHIBIT "A"

# MASTER PLAN for City of Coeur d'Alene City Hall



## CONCEPT PLAN

NO SCALE

OCTOBER 30, 2015

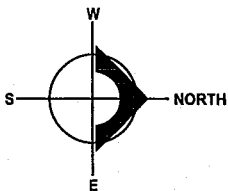


EXHIBIT "1"



**LONGWELL + TRAPP**  
**ARCHITECTS**  
 architecture • planning • interiors  
 north 8382 wayne drive, suite 204  
 hayden, idaho 83835  
 ph 208.772.0508 fax 208.772.6705  
 email info@longwelltrapp.com

EXHIBIT C

Hourly Rates are as follows:

|                       |          |
|-----------------------|----------|
| Senior Partner        | \$125/hr |
| Partner               | \$115/hr |
| Licensed Architect I  | \$100/hr |
| Licensed Architect II | \$ 90/hr |
| Interior Designer     | \$ 80/hr |
| Intern Architect I    | \$ 75/hr |
| Intern Architect II   | \$ 70/hr |
| CAD Technician I      | \$ 65/hr |
| CAD Technician II     | \$ 55/hr |
| Administration        | \$ 48/hr |
| Consultants           | 1.10%    |

In addition, reimbursable expenses will be billed as follows:

- Automobile travel \$0.65 per mile
- Blueprints (large format copies) \$2.00 each
- Plots \$2.00 each
- Copies \$0.15 each
- Color Copies \$0.30 each



# PUBLIC HEARINGS

**CITY COUNCIL  
STAFF REPORT**

**FROM:** SEAN E. HOLM, PLANNER  
**DATE:** MARCH 15, 2016  
**SUBJECT:** A-1-16 – ZONING IN CONJUNCTION WITH ANNEXATION OF +/-14.66 ACRES FROM COUNTY AGRICULTURAL TO R-8.  
**LOCATION:** +/- 14.66 ACRE PARCEL LOCATED BETWEEN W. TIMBERLAKE LOOP AND W. ALPS STREET, SOUTH OF PRAIRIE AVE., AND NORTH OF THE CDA PLACE PUD.

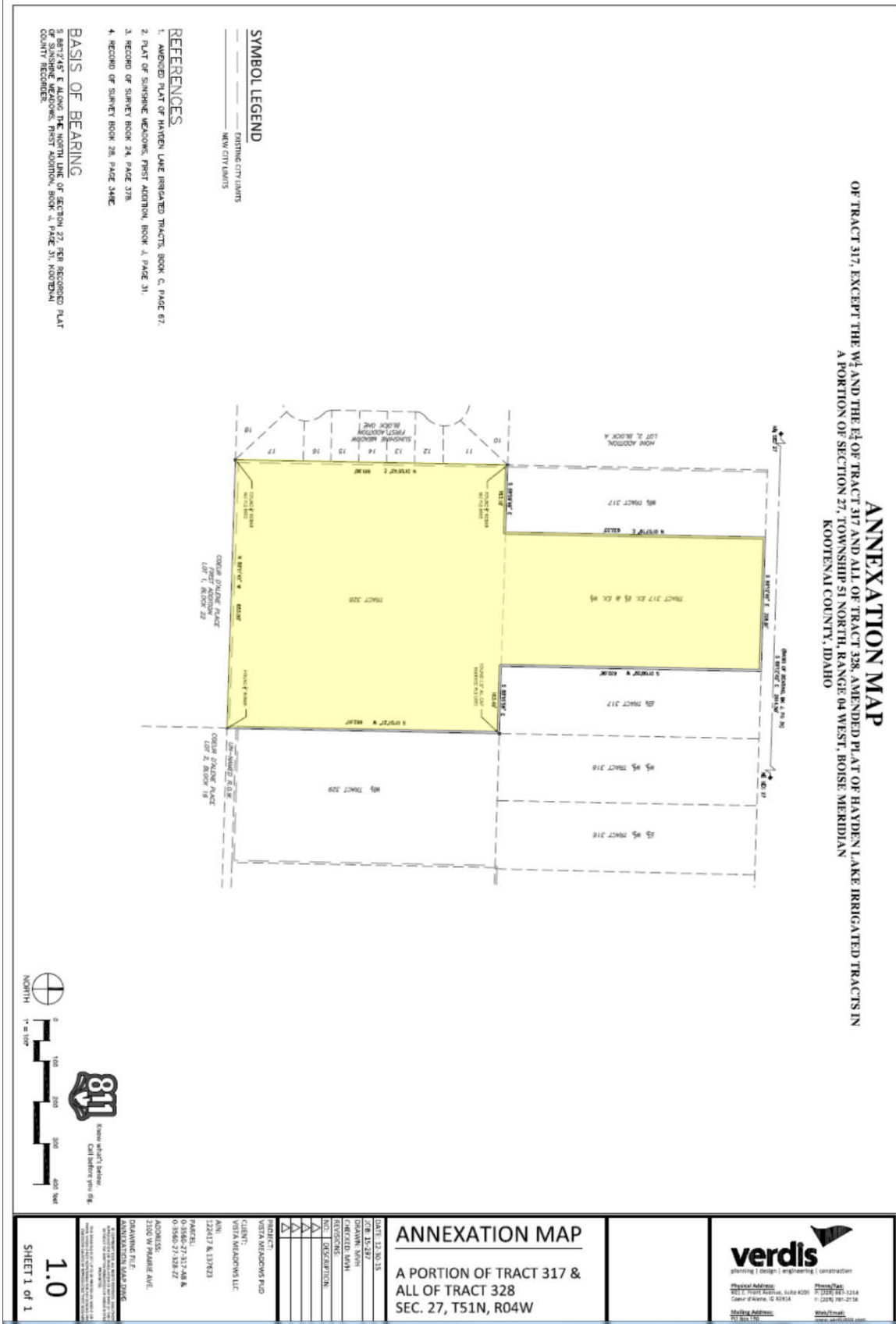
**APPLICANT:**  
Owner: Vista Meadows, LLC  
1836 Northwest Blvd  
Coeur d’Alene, ID 83814

**DECISION POINT:**  
Vista Meadows, LLC is requesting approval of a proposed +/- 14.66 acre annexation from County Agricultural to city R-8 zoning district (Residential at 8 units/acre).

**Area Map:**



# Annexation Map:



**GENERAL INFORMATION:**

Planning Commission heard the request for annexation on February 9, 2016, and recommended approval to City Council by a unanimous 5-0 vote. Also, a PUD and Subdivision request were approved unanimously on the subject property.

**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:

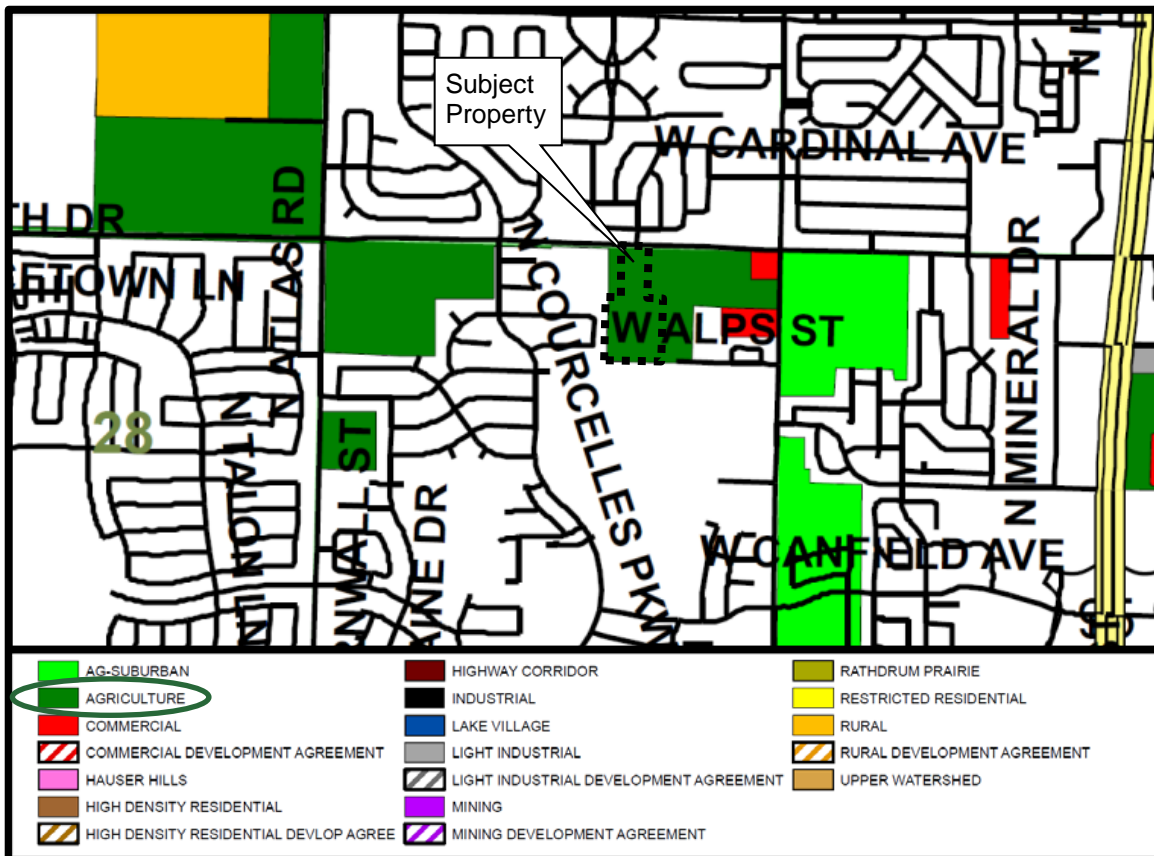
- Accessory dwelling units
- Garage or carport (attached or detached)
- Private recreation facility (enclosed or unenclosed).

**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):**



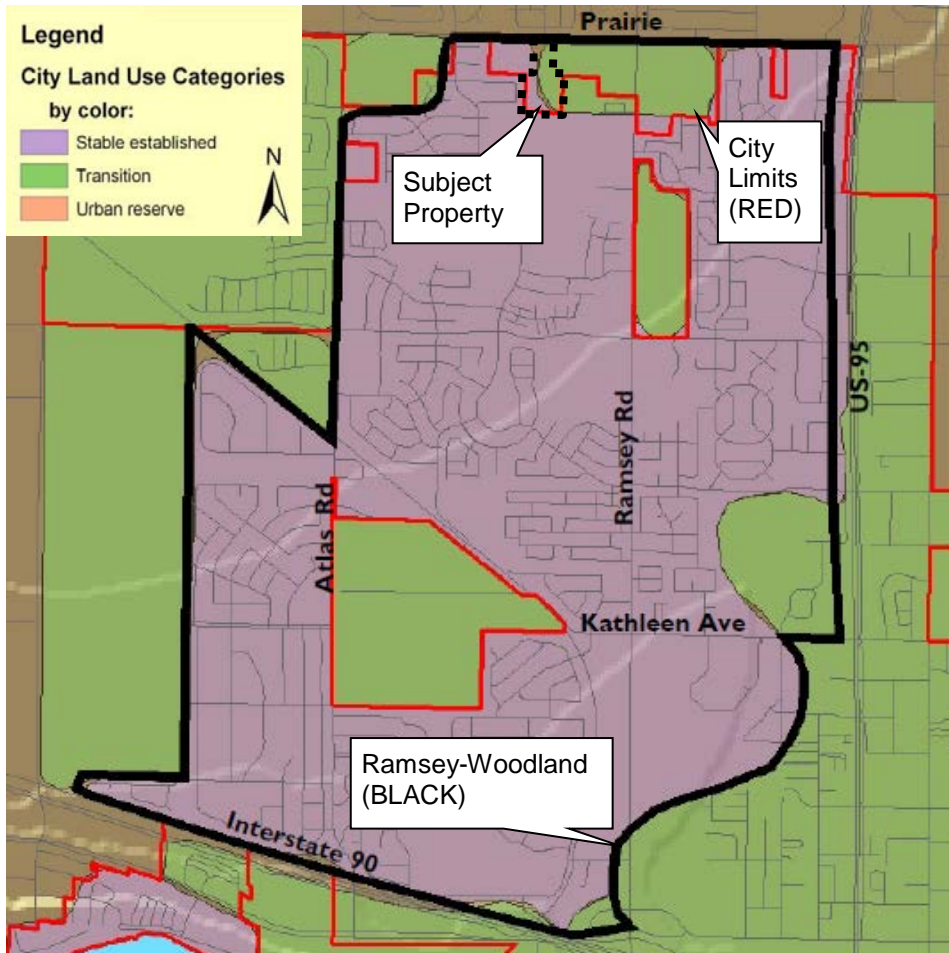
**REQUIRED FINDINGS FOR ANNEXATION:**

**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.

**Atlas-Prairie 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. It is anticipated that the residential development will typically utilize curb adjacent swales to manage the site runoff.

*-Submitted by Chris Bates, Engineering Project Manager*

**STREETS:**

The area proposed for annexation is bordered by a major arterial roadway, Prairie Avenue (E/W), which is jointly under the jurisdiction of both the Post Falls Highway, and, the Lakes Highway District. The point of access to the area to be developed is under the portion that is controlled by the Lakes Highway District.

*Assessment:*

The roadway is a fully developed five (5) lane configuration that has multiple signalized intersections. A developed five (5) lane road section can carry upwards of 36,000 vehicles (Level C) per day before the level of service begins to deteriorate. Any alterations or restrictions to the roadway are under the jurisdiction of the Lakes Highway District and beyond City control.

*-Submitted by Chris Bates, Engineering Project Manager*

**WATER:**

Water service for the proposed development is to be furnished by the Hayden Irrigated Tracts water system.

*Assessment:*

The Hayden Lake Irrigation District (HLID) has indicated that they will serve the project based on a "Will Serve" letter provided to the applicant and the city.

*-Submitted by Sean Holm, Planner*

**WASTEWATER:**

The Wastewater Utility has no objections to A-1-16 as proposed.

*-Submitted by Mike Becker, Utility Project Manager*

**FIRE:**

The Fire Department works with the Engineering and Water 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 and/or building permit approval, utilizing the currently adopted International Fire Code (IFC) for compliance.

*-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 relatively flat with Prairie Avenue to the north. Directly north of Prairie Ave. is small tract single family homes located in Hayden. To the west are two distinctly different properties: Sunshine Meadows, on the southwest, which are single family homes with lots that generally measure 8,500 SQ. FT., and northwest, a 2.35 acre parcel that has a single family home and multiple out-buildings. To the east, there are two parcels adjoining, both large lots (2-5 acres) with a single family home on each.

**PHOTOS OF SUBJECT PROPERTY:**

*Bird's eye view of the subject property looking north*



*Looking west from Alps at the SE corner of the property  
(Emergency Fire access for Phase 2):*



*Alps looking east (Emergency Fire access for Phase 2):*



*Subject property looking south from Prairie Avenue:*



**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 requested 15 acre residential zone total may generate A.M. peak hour volumes of 71 trips and, P.M. peak hour volumes of 92 trips at total buildout. Until such time that the area surrounding the proposed annexation site develops, all traffic generated will be utilizing Prairie Avenue for ingress/egress. The point of access to the development is under the jurisdiction of the Lakes Highway District.

*Assessment:*

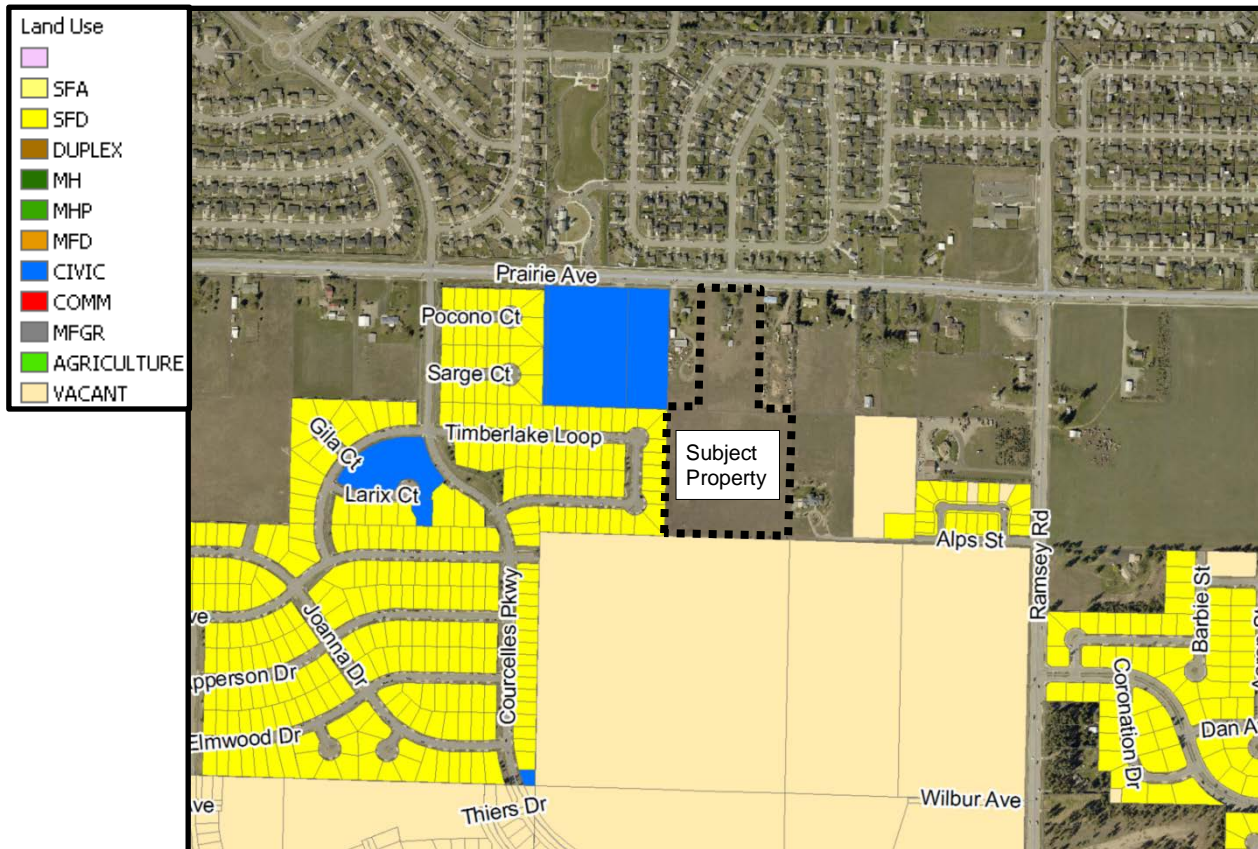
Due to the fact that the point of access to the development is under the jurisdiction of a political subdivision other than the City, permission in writing is required, and, any traffic related impacts that are placed on the developer by the associated jurisdiction should be made a component of any annexation agreement for the subject property.

*-Submitted by Chris Bates, Engineering Project Manager*

**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 CONDITIONS:**

No proposed conditions are recommended by staff for the applicant's request for annexation. An annexation agreement will address any concerns for this request.

**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 and make separate findings to approve, deny or deny without prejudice.

## Annexation Justification Parcel Numbers 0-3560-27-328-ZZ & 0-3560-27-317-AB

The reasons for the requested annexation are to extend the City of Coeur d'Alene's boundary to continue residential development on property located south of Prairie Avenue, to obtain City services, and to realize the highest and best use of the land.

The property is currently being used residentially and is zoned Agricultural. Agricultural use is no longer a practical use for the Subject Property since smaller lot subdivision developments surround the area in question, see EXHIBIT A.

The Subject Site is one of a few properties left to annex within the area south of Prairie Avenue. The contiguous property on the west and south boundaries of Vista Meadows southern parcel are located within the City of Coeur d'Alene's city limits. The two parcels on each side of Vista Meadows northern parcel are still within the County's limits of jurisdiction. There are only very few parcels still left in the county's jurisdiction within this residential area. Annexation is the natural progression for this area since it is on the fringe of city limits.

The proposed annexation request conforms to the Coeur d'Alene 2007 Comprehensive Plan as follows:

*Goal #1- Natural Environment, of the Comprehensive Plan, supports policies that preserve the beauty of the natural environment by minimizing potential pollutants, by protecting water quality and by implementing community design of streets and pedestrian access throughout the development. Open space will be provided in the proposed development (Objectives 1.01, 1.02, 1.11 & 1.14). These objectives will be fulfilled during and upon completion of the development. Open space will be provided for the residents in the form of recreational areas and a park/playground. Vista Meadows will dedicate 10.6% of its land to open space from the residents.*

*Goal #2- Economic Development supports business growth that contributes to the economic health of Coeur d'Alene. The proposed PUD/Subdivision request will make housing available for workers in the community (Objective 2.02).*

Goal #3- *Home Environment* strives for a common-sense approach in creating exceptional neighborhood communities by ensuring infrastructure and essential services are available for properties in development, providing a variety of transportation modes and encouraging housing that meets the needs of all income and family status categories. *This proposed PUD/Subdivision will allow for development of duplex and multi-family homes for residents and workers that are not ready to purchase a home. The proposed subdivision also provides sidewalks for pedestrian traffic and a park/playground area for families, etc. (Objective 3.05, 3.07 & 3.14).*

The 2007 Comprehensive Plan's Land Use Map identifies this area as: Stable Established.

*Land Use: Ramsey - Woodland* which supports residential development with mixed subdivisions and active parks. Multi-family and single family housing is desired. There are several surrounding subdivisions within close proximity to Vista Meadows, therefore infrastructure such as water and sewer is near the Subject Property.

The Subject Property is located within the City of Coeur d'Alene's Area of City Impact (ACI) boundary per the Comprehensive Plan 2007-2027 which provides for an entrance to the city.

The annexed area is envisioned to be a Planned Unit Development. The characteristics described in the Comprehensive Plan for the Ramsey-Woodland Tomorrow appropriately define the long range plans for this area that will include:

- Pockets of higher density housing and multi-family units are appropriate in compatible areas.
- Pedestrian and bicycle trails will be provided;
- Providing a park that is a 5 minute or less walk away;
- Neighborhood nodes are available;
- Providing multi-family housing units.

The proposed annexation request provides continued subdivision development in an area that has been established as a residential hub for area citizens. There are only a handful of parcels undeveloped and unincorporated in this specific area. The annexation is a natural progression for these parcels surrounded by city limits and large subdivisions.

This narrative prepared by Stephanie Blalack, Senior Planner, January 2016.

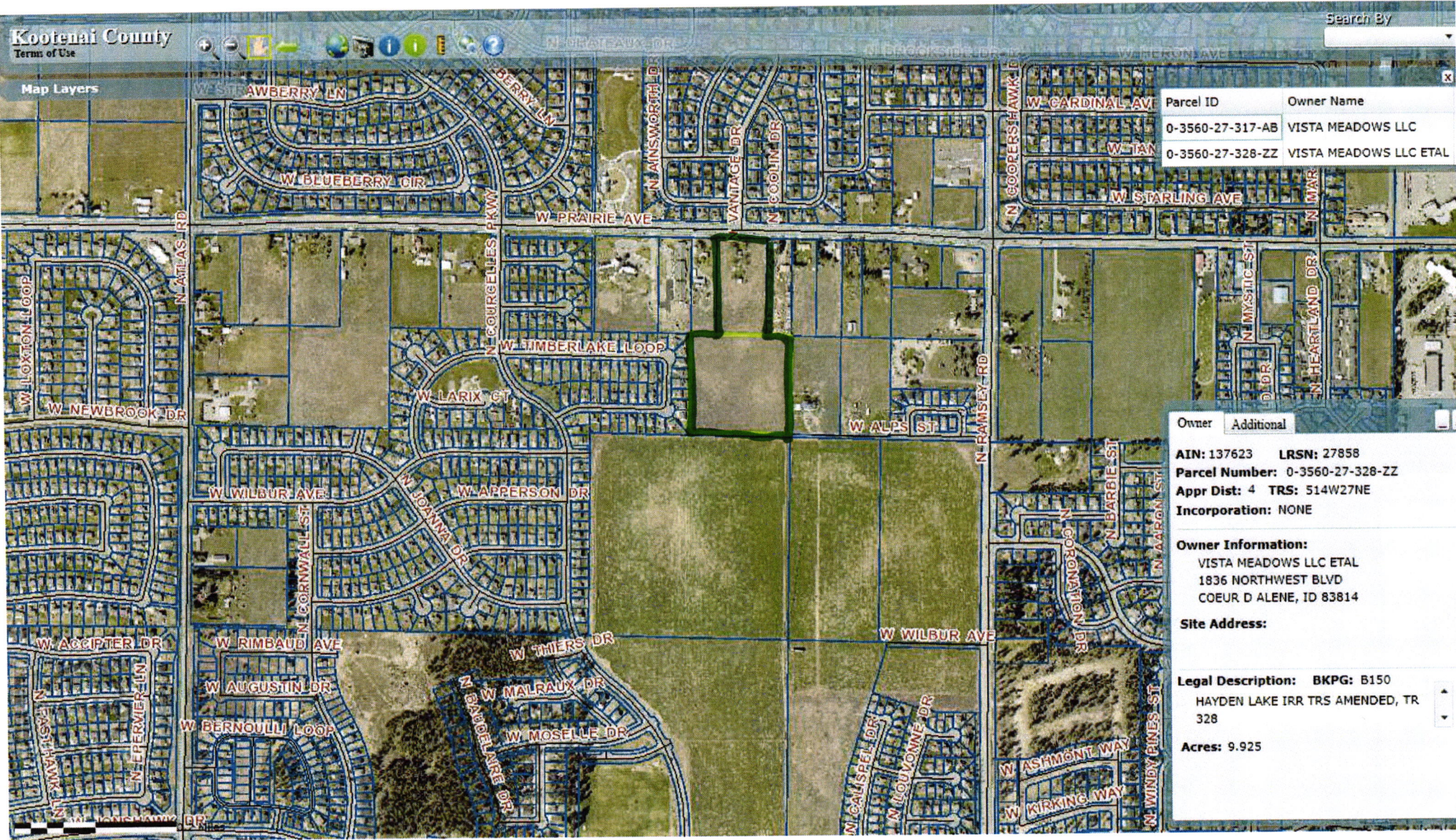


Exhibit A



January 4, 2016

City of Coeur d'Alene  
Mayor Steve Widmyer  
710 E. Mullan Avenue  
Coeur d'Alene, Idaho 83814

Re: Annexation Request for Vista Meadows Subdivision

Dear Mayor Widmyer,

On behalf of our client Vista Meadows, LLC, I am requesting your consideration of the annexation of two contiguous parcels of land, located south of Prairie Avenue and east of Atlas Road. The Parcel Numbers are 0-3560-27-317-AB and 0-3560-27-328-ZZ.

This annexation request will allow for the continuation of residential development to the north and east of Coeur d' Alene Place, Sunshine Meadows and The Landings, all subdivisions that have established themselves as prime residential areas within the City of Coeur d' Alene. The annexation packet outlines how this project will meet the goals of the City's Comprehensive Plan.

Vista Meadows, LLC understands there will be annexation fees and an annexation agreement negotiated with this request. Vista Meadows, LLC understands that an annexation agreement may include conditions for development of the property. We look forward to presenting this case to the City's Planning Commission and to City Council and I will be prepared to answer any questions you may have at that time. Thank you for your consideration of this request.

Sincerely,



Sandy Young  
President/Principal Land Use Planner

1. Applicant: Vista Meadows, LLC  
Location: 2100 W. Prairie Avenue  
Request: A proposed 15 acre annexation from County Ag. to City R-8.  
LEGISLATIVE (A-1-16)

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

Commissioner Ingalls complimented staff on a great presentation and questioned if this is the right time to annex this property into the city. He commented that he has concerns with the connections needed to provide sewer and water. He explained that this project is proposed to be done in three phases and feels if Phase 1 is completed, what happens if the water and sewer connections don't happen for a number of years, and if would staff be ok with that.

Mike Becker, City Wastewater Department, explained that during the interim, the subject property may discharge sewage into the existing public sewer infrastructure at the west end of Alps via a temporary private pump station. This pump station will be owned and operated by the development HOA and at no cost to the city.

Commissioner Ingalls questioned if it would be acceptable to staff if phases two and three don't occur for a number of years.

Mr. Becker stated that they have discussed their concerns with the applicant and is confident that this can work on a temporary basis until a more permanent fix is available.

Chairman Jordan commented that he hopes that the issue with the sewer will be included in the CC&R's so people will not be calling the city to complain.

Mr. Becker commented that during the interim period, the city will get calls, but they are ok with that until a more permanent connection is done and then that will be the responsibility of the applicant and the HOA.  
Public Testimony open.

Sandy Young, applicant representative, presented a PowerPoint presentation showing a plat map that will include 43 lots and 106 units. Vista Meadows will include a mix of multi-family lots with community open space areas and a park. The main entrance to the subdivision will be off Prairie Avenue with an emergency access through Alps Street to the south. Emergency access will provide a secondary point of access for emergency vehicles or in the event residents cannot access Prairie Avenue. She stated that the only deviation they are requesting is a 20 foot rear setback on Lot Type 3 for multi-family structures only. She commented that the applicant will work with the City of Coeur d'Alene's legal department to provide all required language for the CC&R's in regard to maintenance of all private infrastructure. She stated that this project is similar to the Cottage Grove development approved by the commission last month.

John Beutler, owner, stated that he has owned the property for 10 years and the market value has gone up and down during this time. In answering a question from Commissioner Ingalls, who questioned if this is the right time to annex this property, he feels it is. He explained currently on the market there is only one duplex available in Post Falls and feels the demand for this type of housing is needed. He commented that he has first time home buyers who buy a duplex to live in, and rent out the other side and eventually, move into something bigger, while keeping the duplex as an investment property.

Public Testimony closed.

**Motion by Ingalls, seconded by Fleming, to approve Item A-1-16. Motion approved.**

ROLL CALL:

|                       |       |     |
|-----------------------|-------|-----|
| Commissioner Fleming  | Voted | Aye |
| Commissioner Ingalls  | Voted | Aye |
| Commissioner Messina  | Voted | Aye |
| Commissioner Luttrupp | Voted | Aye |
| Commissioner Rumpler  | Votes | Aye |

Motion to approve carried by a 5 to 0 vote.

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

**A. INTRODUCTION**

This matter having come before the Planning Commission on February 9, 2016, and there being present a person requesting approval of ITEM A-1-16, a request for zoning prior to annexation from County Agricultural to City R-8.

APPLICANT: VISTA MEADOWS, LLC

LOCATION: +/- 14.66 ACRE PARCEL LOCATED BETWEEN W. TIMBERLAKE LOOP. AND W. ALPS STREET, SOUTH OF PRAIRIE AVE., AND NORTH OF THE CDA PLACE PUD

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

- B1. That the existing land uses are residential, single-family, large parcels (in county), civic, and vacant land.
- B2. That the Comprehensive Plan Map designation is Stable Established and Transition.
- B3. That the zoning is County Agricultural.
- B4. That the notice of public hearing was published on, January 23, 2016, 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 88 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on January 22, 2016.
- B7. That public testimony was heard on February 9, 2016.
- B8. That this proposal is in conformance with the Comprehensive Plan policies as follows:
  - 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.
  - 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 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 3.16 – Capital Improvements: Ensure infrastructure and essential services are available prior to approval for properties seeking development.

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.

- B9. That public facilities and utilities are available and adequate for the proposed use. This is based on the letter from Hayden Lake Irrigation stating that water is available. Sewer will be handled via a private pump station until a gravity connection is available.
- B10. That the physical characteristics of the site make it suitable for the request at this time because the subject property is relatively flat with Prairie Avenue to the north.
- B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, or existing land uses because the highway district reviewed access onto Prairie Ave during peak hours, the Coeur d’Alene Place subdivision will provide R-8 development to the south, and future connections were anticipated by providing right-of-way access to the east and west.

**C. ORDER: CONCLUSION AND DECISION**

The Planning Commission, pursuant to the aforementioned, finds that the request of VISTA MEADOWS, 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:

None.

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

ROLL CALL:

|                       |           |
|-----------------------|-----------|
| Commissioner Fleming  | Voted Yes |
| Commissioner Ingalls  | Voted Yes |
| Commissioner Luttrupp | Voted Yes |
| Commissioner Messina  | Voted Yes |
| Commissioner Rumpler  | Voted Yes |

Commissioner Ward absent.

Motion to approve carried by a 5 to 0 vote.



CHAIRMAN BRAD JORDAN

# APPLICANT PRESENTATION

## Vista Meadows

### Annexation

March 15, 2016



### Annexation

- 14.66 Acre Subject Property
- Located South of Prairie Ave, between Atlas & Ramsey Rd.
- Contiguous to Existing City limits (West & South)
- Requesting R-8 zoning
  - Compatible with adjacent property
- Requesting Subdivision with PUD Overlay Concurrently with Annexation

## Vista Meadows – Subdivision & PUD

### **43 Lots (Full build-out)**

- 33 Duplex
- 10 Four-Plex

### **Density**

- 7.24 units/acre

### **Access**

- Prairie Ave. to north
- Emergency access via Alps St to southwest
- Future stub to Coeur d'Alene Place to south

### **Open Space – 10.6%**



## Character of Development

- Topography relatively flat – less than 5% slope
- Duplex and Four-Plex housing
- City standard streets & sidewalks
- Trail networks, community park





## Infrastructure

**Water:**

- Will-serve letter received from Hayden Lake Irrigation District

**Wastewater:**

- The City has the capacity and willingness to serve this project

**Stormwater:**

- Roadside and community swales proposed
- Final stormwater design to be completed after preliminary subdivision approval

## Infrastructure

**Streets:**

- Proposed internal streets meet subdivision code for Primary Frontage (33')
- Primary access via Prairie Avenue  
(*approved January, 2016 by Lakes Highway District*),
- Emergency access via Alps Street (*gated/private*)
- Connections provided to easterly/westerly adjacent parcels via Cedarview Ave  
and to the south via Vista Meadows Blvd

## **Comprehensive Plan:**

- Ramsey-Woodland: Today – Mixed development with established subdivisions, passive and active parks
- Atlas-Prairie Area: Tomorrow – Development will continue to grow in a stable manner and provide a variety of housing types

## **Meets Comprehensive Plan Objectives:**

- Promotes pedestrian, bicycle & vehicular connectivity to adjacent development(s)
- Parks are less than a 5 minute walk away
- Efficient use and extension of existing infrastructure & quality City services
- Provides diversity of affordable housing types, multi-family
- Provides opportunity for public participation and community involvement

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

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

| FUND                                        | BALANCE<br>1/31/2016 | RECEIPTS           | DISBURSE-<br>MENTS | BALANCE<br>2/29/2016 |
|---------------------------------------------|----------------------|--------------------|--------------------|----------------------|
| <u>General-Designated</u>                   | \$347,851            | \$31,963           | \$4,403            | \$375,411            |
| <u>General-Undesignated</u>                 | 18,267,055           | 4,864,549          | 6,674,763          | 16,456,841           |
| <u>Special Revenue:</u>                     |                      |                    |                    |                      |
| Library                                     | 469,976              | 35,888             | 129,383            | 376,481              |
| CDBG                                        | (0)                  |                    | 4,176              | (4,176)              |
| Cemetery                                    | (63,955)             | 19,214             | 15,995             | (60,736)             |
| Parks Capital Improvements                  | 106,178              | 404,131            | 71,660             | 438,649              |
| Impact Fees                                 | 4,309,152            | 41,845             | 250,000            | 4,100,997            |
| Annexation Fees                             | 94,355               | 23                 |                    | 94,378               |
| Insurance                                   | 51,598               | 5,082              | 2,113              | 54,567               |
| Cemetery P/C                                | 1,708,262            | 11,578             | 990                | 1,718,850            |
| Jewett House                                | 15,593               | 1,968              | 1,145              | 16,416               |
| Reforestation                               | 23,552               | 6                  |                    | 23,558               |
| Street Trees                                | 217,707              | 7,553              | 2,600              | 222,660              |
| Community Canopy                            | 1,813                | 1                  |                    | 1,814                |
| CdA Arts Commission                         | 2,326                | 1                  |                    | 2,327                |
| Public Art Fund                             | 60,624               | 15                 | 585                | 60,054               |
| Public Art Fund - LCDC                      | 426,713              | 104                |                    | 426,817              |
| Public Art Fund - Maintenance               | 109,934              | 26                 | 23                 | 109,937              |
| <u>Debt Service:</u>                        |                      |                    |                    |                      |
| 2002 & 2006 G.O. Bonds                      | 1,008,140            | 14,015             | 79,701             | 942,454              |
| LID Guarantee                               | 40,762               | 10                 |                    | 40,772               |
| LID 130 Lakeside / Ramsey / Industrial Park | -                    |                    |                    | -                    |
| LID 149 4th Street                          | 2,104                | 5,683              |                    | 7,787                |
| <u>Capital Projects:</u>                    |                      |                    |                    |                      |
| Street Projects                             | 105,930              | 26,199             | 34,394             | 97,735               |
| <u>Enterprise:</u>                          |                      |                    |                    |                      |
| Street Lights                               | 37,492               | 42,498             | 60,521             | 19,469               |
| Water                                       | 1,257,395            | 280,847            | 224,137            | 1,314,105            |
| Water Capitalization Fees                   | 3,876,200            | 66,755             |                    | 3,942,955            |
| Wastewater                                  | 5,693,520            | 685,351            | 860,660            | 5,518,211            |
| Wastewater-Reserved                         | 937,461              | 27,500             |                    | 964,961              |
| WWTP Capitalization Fees                    | 4,973,374            | 85,685             |                    | 5,059,059            |
| WW Property Mgmt                            | 60,668               |                    |                    | 60,668               |
| Sanitation                                  | (61,880)             | 330,300            | 307,932            | (39,512)             |
| Public Parking                              | (297,909)            | 469,097            | 155,730            | 15,458               |
| Drainage                                    | 459,504              | 84,098             | 30,385             | 513,217              |
| Wastewater Debt Service                     | 1,015,294            | 517,243            | 194,496            | 1,338,041            |
| <u>Fiduciary Funds:</u>                     |                      |                    |                    |                      |
| Kootenai County Solid Waste Billing         | 193,298              | 204,809            | 194,155            | 203,952              |
| LID Advance Payments                        | 2,550                |                    | 2,300              | 250                  |
| Police Retirement                           | 1,434,159            | 16,480             | 14,781             | 1,435,858            |
| Sales Tax                                   | 2,375                | 1,705              | 2,375              | 1,705                |
| BID                                         | 133,958              | 4,730              |                    | 138,688              |
| Homeless Trust Fund                         | 440                  | 394                | 440                | 394                  |
| <b>GRAND TOTAL</b>                          | <b>\$47,023,568</b>  | <b>\$8,287,346</b> | <b>\$9,319,843</b> | <b>\$45,991,071</b>  |

CITY OF COEUR D'ALENE  
BUDGET STATUS REPORT  
FIVE MONTH ENDED  
February 29, 2016

| FUND OR DEPARTMENT    | TYPE OF EXPENDITURE | TOTAL BUDGETED | SPENT THRU 2/29/2016 | PERCENT EXPENDED |
|-----------------------|---------------------|----------------|----------------------|------------------|
| Mayor/Council         | Personnel Services  | \$235,945      | \$100,039            | 42%              |
|                       | Services/Supplies   | 11,400         | 5,247                | 46%              |
| Administration        | Personnel Services  | 256,143        | 84,286               | 33%              |
|                       | Services/Supplies   | 49,120         | 25,392               | 52%              |
| Finance               | Personnel Services  | 669,468        | 281,441              | 42%              |
|                       | Services/Supplies   | 128,610        | 60,870               | 47%              |
| Municipal Services    | Personnel Services  | 1,100,049      | 475,183              | 43%              |
|                       | Services/Supplies   | 487,725        | 242,629              | 50%              |
|                       | Capital Outlay      |                |                      |                  |
| Human Resources       | Personnel Services  | 213,211        | 87,131               | 41%              |
|                       | Services/Supplies   | 51,650         | 11,360               | 22%              |
| Legal                 | Personnel Services  | 1,101,327      | 495,734              | 45%              |
|                       | Services/Supplies   | 98,853         | 29,036               | 29%              |
| Planning              | Personnel Services  | 521,558        | 203,833              | 39%              |
|                       | Services/Supplies   | 37,350         | 13,477               | 36%              |
| Building Maintenance  | Personnel Services  | 350,898        | 128,391              | 37%              |
|                       | Services/Supplies   | 146,875        | 44,676               | 30%              |
|                       | Capital Outlay      |                |                      |                  |
| Police                | Personnel Services  | 11,109,117     | 4,548,033            | 41%              |
|                       | Services/Supplies   | 1,120,843      | 561,845              | 50%              |
|                       | Capital Outlay      | 1,042,615      | 424,180              | 41%              |
| Fire                  | Personnel Services  | 7,700,642      | 3,414,210            | 44%              |
|                       | Services/Supplies   | 597,093        | 122,824              | 21%              |
|                       | Capital Outlay      | 5,270,000      | 429,608              | 8%               |
| General Government    | Services/Supplies   | 49,250         | 1,992                | 4%               |
|                       | Capital Outlay      |                | 7,695                |                  |
| Byrne Grant (Federal) | Services/Supplies   |                | 39,117               |                  |
|                       | Capital Outlay      |                |                      |                  |
| COPS Grant            | Personnel Services  |                |                      |                  |
|                       | Services/Supplies   |                |                      |                  |
| CdA Drug Task Force   | Services/Supplies   | 29,710         | 4,208                | 14%              |
|                       | Capital Outlay      |                |                      |                  |
| Streets               | Personnel Services  | 2,138,021      | 936,423              | 44%              |
|                       | Services/Supplies   | 680,080        | 217,688              | 32%              |
|                       | Capital Outlay      | 80,000         | 8,500                | 11%              |
| Engineering Services  | Personnel Services  | 556,456        | 237,810              | 43%              |
|                       | Services/Supplies   | 749,560        | 22,824               | 3%               |
|                       | Capital Outlay      |                |                      |                  |

CITY OF COEUR D'ALENE  
 BUDGET STATUS REPORT  
 FIVE MONTH ENDED  
 February 29, 2016

| FUND OR DEPARTMENT         | TYPE OF EXPENDITURE | TOTAL BUDGETED    | SPENT THRU 2/29/2016 | PERCENT EXPENDED |
|----------------------------|---------------------|-------------------|----------------------|------------------|
| Parks                      | Personnel Services  | 1,409,262         | 456,079              | 32%              |
|                            | Services/Supplies   | 518,800           | 115,402              | 22%              |
|                            | Capital Outlay      | 45,000            | 24,670               | 55%              |
| Recreation                 | Personnel Services  | 575,554           | 246,987              | 43%              |
|                            | Services/Supplies   | 143,430           | 42,640               | 30%              |
|                            | Capital Outlay      | 5,000             | 12,694               | 254%             |
| Building Inspection        | Personnel Services  | 838,421           | 358,031              | 43%              |
|                            | Services/Supplies   | 50,920            | 14,698               | 29%              |
|                            | Capital Outlay      | 47,792            | 47,792               | 100%             |
| Total General Fund         |                     | <u>40,217,748</u> | <u>14,584,675</u>    | <u>36%</u>       |
| Library                    | Personnel Services  | 1,172,301         | 473,978              | 40%              |
|                            | Services/Supplies   | 196,850           | 75,083               | 38%              |
|                            | Capital Outlay      | 140,000           | 36,210               | 26%              |
| CDBG                       | Services/Supplies   | 529,424           | 34,870               | 7%               |
| Cemetery                   | Personnel Services  | 173,772           | 66,918               | 39%              |
|                            | Services/Supplies   | 100,500           | 23,354               | 23%              |
|                            | Capital Outlay      | 30,000            | 29,470               | 98%              |
| Impact Fees                | Services/Supplies   | 1,842,000         | 286,107              | 16%              |
| Annexation Fees            | Services/Supplies   |                   |                      |                  |
| Parks Capital Improvements | Capital Outlay      | 524,000           | 178,197              | 34%              |
| Insurance                  | Services/Supplies   | 372,000           | 177,616              | 48%              |
| Cemetery Perpetual Care    | Services/Supplies   | 127,500           | 32,269               | 25%              |
| Jewett House               | Services/Supplies   | 29,355            | 5,175                | 18%              |
| Reforestation              | Services/Supplies   | 2,000             | 1,382                | 69%              |
| Street Trees               | Services/Supplies   | 100,000           | 31,933               | 32%              |
| Community Canopy           | Services/Supplies   | 1,500             | 413                  | 28%              |
| CdA Arts Commission        | Services/Supplies   | 7,300             |                      |                  |
| Public Art Fund            | Services/Supplies   | 324,000           | 28,676               | 9%               |
| Total Special Revenue      |                     | <u>5,672,502</u>  | <u>1,481,651</u>     | <u>26%</u>       |
| Debt Service Fund          |                     | <u>882,660</u>    | <u>79,701</u>        | <u>9%</u>        |

CITY OF COEUR D'ALENE  
 BUDGET STATUS REPORT  
 FIVE MONTH ENDED  
 February 29, 2016

| FUND OR<br>DEPARTMENT         | TYPE OF<br>EXPENDITURE | TOTAL<br>BUDGETED | SPENT THRU<br>2/29/2016 | PERCENT<br>EXPENDED |
|-------------------------------|------------------------|-------------------|-------------------------|---------------------|
| Seltice Way Design            | Capital Outlay         | 555,000           |                         |                     |
| Seltice Way Sidewalks         | Capital Outlay         | 79,000            |                         |                     |
| Front Avenue Project          | Capital Outlay         |                   |                         |                     |
| Govt Way - Hanley to Prairie  | Capital Outlay         | 50,000            | 24,841                  | 50%                 |
| Levee Certification           | Capital Outlay         | 498,000           | 11,906                  | 2%                  |
| I-90 Curb Ramps               | Capital Outlay         |                   |                         |                     |
| 15th Street                   | Capital Outlay         | 150,000           | 20,669                  |                     |
| Mullan Road Realignment       | Capital Outlay         | 1,000,000         |                         |                     |
| Kathleen Avenue Widening      | Capital Outlay         | 325,000           |                         |                     |
| Margaret Avenue               | Capital Outlay         | 65,000            |                         |                     |
| Ironwood / US 95              | Capital Outlay         | 120,000           | 54,400                  |                     |
| Total Capital Projects Funds  |                        | 2,842,000         | 111,816                 | 4%                  |
| Street Lights                 | Services/Supplies      | 584,150           | 159,603                 | 27%                 |
| Water                         | Personnel Services     | 1,965,322         | 787,297                 | 40%                 |
|                               | Services/Supplies      | 4,319,099         | 424,316                 | 10%                 |
|                               | Capital Outlay         | 2,026,000         | 354,307                 | 17%                 |
| Water Capitalization Fees     | Services/Supplies      | 850,000           |                         |                     |
| Wastewater                    | Personnel Services     | 2,506,979         | 1,003,082               | 40%                 |
|                               | Services/Supplies      | 7,060,119         | 711,816                 | 10%                 |
|                               | Capital Outlay         | 4,520,000         | 568,056                 | 13%                 |
|                               | Debt Service           | 2,178,063         | 516,996                 | 24%                 |
| WW Capitalization             | Services/Supplies      | 2,500,000         |                         |                     |
| Sanitation                    | Services/Supplies      | 3,737,479         | 1,548,088               | 41%                 |
| Public Parking                | Services/Supplies      | 167,896           | 35,070                  | 21%                 |
|                               | Capital Outlay         |                   |                         |                     |
| Drainage                      | Personnel Services     | 107,327           | 45,453                  | 42%                 |
|                               | Services/Supplies      | 819,980           | 39,013                  | 5%                  |
|                               | Capital Outlay         | 330,000           | 127,423                 | 39%                 |
| Total Enterprise Funds        |                        | 33,672,414        | 6,320,520               | 19%                 |
| Kootenai County Solid Waste   |                        | 2,300,000         | 824,841                 | 36%                 |
| Police Retirement             |                        | 170,900           | 70,304                  | 41%                 |
| Business Improvement District |                        | 186,000           | 50,000                  | 27%                 |
| Homeless Trust Fund           |                        | 5,000             | 1,791                   | 36%                 |
| Total Fiduciary Funds         |                        | 2,661,900         | 946,936                 | 36%                 |
| TOTALS:                       |                        | \$85,949,224      | \$23,525,299            | 27%                 |