



Coeur d'Alene

CITY COUNCIL MEETING

May 3, 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.

MAY 3, 2016

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Pastor Dave Hoit with Prairie Avenue Christian Center

C. PLEDGE OF ALLEGIANCE

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

E. PRESENTATIONS:

1. SAFE BOATING WEEK PROCLAMATION

Accepted by: Kathy Goodwin, Coast Guard Auxiliary

2. WATER AND WASTEWATER AWARENESS WEEK PROCLAMATION

Accepted by: Sid Fredrickson, Wastewater Superintendent

3. PUBLIC TRANSPORTATION UPDATE

**Presented by: Jodi Bieze, Director of Grants
Management/Public Transportation Kootenai County**

- F. 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.
- a. Approval of Council Minutes for April 19, 2016 Council Meeting.
 - b. Approval of Bills as Submitted.
 - c. Approval of General Services and Public Works Committee Minutes for the April 25, 2016 Meetings.
 - d. Setting of General Services and Public Works Committees meetings for May 9, 2016 at 12:00 noon and 4:00 p.m. respectively.
 - e. **Setting of Public Hearing:**
 - a. Intent to exchange real property and set a minimum value for property located at 201 Harrison Avenue with land abutting Wilbur Avenue Hearing for May 17, 2016

As Recommended by the City Clerk
 - b. V-16-2: Vacation of a Portion of 8th Street Right-of-Way, Adjoining the Westerly Boundary of Lot 5 of the Fraley Addition to the City of Coeur d’Alene Plat, for June 7, 2016

As Recommended by the Public Works Committee
 - f. Approval of a Cemetery Lot Repurchase from Kyle Helmhout, lots 172, 173; Block C; Section RIV, Forest Cemetery Annex.

As Recommended by the City Clerk
 - g. Approval of a Beer License to Renee’s Downtown, LLC. d/b/a Fine Brewed Ramsey; 3853 Ramsey Road, Kathryn Renee Bordelon (new)

As Recommended by the City Clerk
 - h. **Resolution No. 16-023**
 - a. Approval of Renewal of an Agreement with the Panhandle Parks Foundation for the “Smoke on the Water” Event

Recommended by the General Services Committee
 - b. Approval of Prairie Trail Right-of-Way Easement Agreement with Kootenai Electric

Recommended by the General Services Committee
 - c. Approval of Amendment to Rule XI, Section 10 (Family Medical Leave), and Rule XXV (Appointed Officers and Department Heads) of the Personnel Rules

Recommended by the General Services Committee
 - d. Approval of Voluntary Separation Incentive Program (VSIP)

Recommended by the General Services Committee
 - e. Approval of T-Mobile West LLC Second Amendment to Option and Lease Agreement

Recommended by the Public Works Committee
 - f. Approval of Professional Services Contract with JUB Engineers, Inc. Phase I of Design and Construction of Water Storage Facility in the Northeast Quadrant of the City

Recommended by the Public Works Committee
 - g. Approval of Professional Services Contract with Architects West, Inc. for Preliminary Site Design for Administration/Maintenance Facility

Recommended by the Public Works Committee

- h. Declaration of Surplus Equipment – Water Department

Recommended by the Public Works Committee

- i. SS-1-16: Approval of Final Plat, Subdivision Agreement & Security Approval for Kerr Commercial Tracts

As Recommended by Christopher Bates, Engineering Project Manager

G. 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.)

H. ANNOUNCEMENTS

1. City Council

2. Mayor - Appointments

- a. Appointment of George Ives to Design Review Commission
- b. Appointment of Amy Lawson to Pedestrian & Bicycle Advisory Committee

I. GENERAL SERVICES

- 1. Approval of Concept and Location of McEuen Water Feature

Staff Report by: Bill Greenwood, Parks & Recreation Director

J. OTHER BUSINESS:

- 1. Consideration of the Regional Transportation Planning Authority (RTPA) proposal

Presentation by: Glen Miles, KMPO Executive Director

- 2. **Council Bill 16-1006:** Amendments to Municipal Code Chapter 5.68 entitled “Childcare Facilities.”

Pursuant to Council Action April 19, 2016

- 3. Urban Renewal Districts De-Annexation

Staff Report by: Jim Hammond, City Administrator

- 4. Garbage Collection Fees Discussion

Staff Report by: Troy Tymesen, Finance Director

- 5. A-1-16** – Annexation of 2109 Prairie Avenue, from County Agriculture to City R-8 (Residential at 8 units per acre), by Vista Meadows, LLC.
- a. **Resolution No. 16-024** Annexation Agreement with Vista Meadow, LLC. for 2109 Prairie Avenue
 - b. **Council Bill No. 16-1007** Annexation and Zoning Designation Ordinance of 2109 Prairie Avenue

Pursuant to Council Action on March 15, 2016

- 6. A-3-15** Annexation of 2810 & 2960 W. Prairie Avenue; from County Agricultural to City R-8 (Residential at 8 units per acre) by Donald Smock, d/b/a Harmony Homes, LLC.
- a. **Resolution No. 16-025** - Annexation Agreement with Donald Smock, d/b/a Harmony Homes, LLC. for 2810 & 2960 W. Prairie Avenue
 - b. **Council Bill No. 16-1008** Annexation and Zoning Designation Ordinance of 2810 & 2960 W. Prairie Avenue

Pursuant to Council Action on February 2, 2016

K. EXECUTIVE SESSION: Idaho Code 74-206 Section (f) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

L. ADJOURN:

This meeting is aired live on CDA TV Cable Channel 19

PRESENTATIONS

PROCLAMATION

WHEREAS, on average, 700 people die each year in boating-related accidents in the United States, and nearly 70% of these are fatalities caused by drowning; and

WHEREAS, the vast majority of these accidents are caused by human error or poor judgment and not by the boat, equipment, or environmental factors; and

WHEREAS, a significant number of boaters who lose their lives by drowning each year would be alive today had they worn life jackets; and

WHEREAS, modern life jackets are more comfortable, more attractive, and more wearable than styles of years past and deserve a fresh look by today's boating public.

NOW, THEREFORE, I Steve Widmyer, Mayor of the City of Coeur d'Alene, Idaho, do hereby proclaim the week of May 21st through May 27th, 2016 as

"NATIONAL SAFE BOATING WEEK"

In support of the goals of the North American Safe Boating Campaign and the start of the year-round effort to promote safe boating

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this 3rd day of May, 2016.



Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

PROCLAMATION

WHEREAS, water is a basic need for the health and well-being of every citizen; and

WHEREAS, wastewater collection and treatment is an equally crucial need for the health and safety of the community; and

WHEREAS, Coeur d'Alene residents and businesses rely on clean water for consumption and recreation; and

WHEREAS, some 900 Coeur d'Alene fifth grade students have been invited to participate in Water and Wastewater Awareness educational activities at the Wastewater Treatment Plant, local Water Wells and University of Idaho Water Resource Center; and

WHEREAS, many other area students will participate in tours at the Wastewater Treatment Plant during the month of May; and

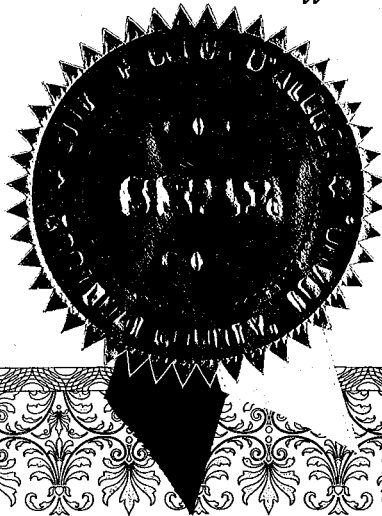
WHEREAS, water is a valuable resource, it is appropriate to set aside time for all Coeur d'Alene citizens to gain a better understanding of the water cycle including the treatment and reuse of water and how this resource can be protected and conserved; and

Whereas, the week of May 2nd through May 6th, 2016 will be recognized by the State of Idaho as Water Awareness week;

NOW, THEREFORE, I Steve Widmyer, Mayor of the City of Coeur d'Alene, Idaho, do hereby proclaim May, 2016 as

"COEUR D'ALENE WATER AND WASTEWATER AWARENESS MONTH"

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this 3rd day of May, 2016.



Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk



KOOTENAI COUNTY

TRANSIT SYSTEM

Citylink is not a monolithic entity; it exists in two parts, one transit system in Kootenai County and a separate transit system in Benewah County. The separation of these two systems is primarily defined by the administrative requirements and funding received by each entity from FTA and ITD.

Citylink in Kootenai County currently serves Post Falls, Huetter, Coeur d'Alene, Dalton Gardens, and Hayden only. It is funded by Federal and State funds that are awarded directly to Kootenai County. Participating cities, Kootenai County, Kootenai Health, and the Coeur d'Alene Tribe provide the local required match.

Citylink in Benewah County is separate funding that the Tribe receives directly from FTA and ITD and is used to fund the Citylink buses you see leaving the transit center and traveling down to the Casino and to Plummer.

City investment into the Kootenai County System provides a direct benefit to the people of Post Falls, Huetter, Coeur d'Alene, Dalton Gardens, and Hayden and the investment is directly proportionate to the kind of system the cities wish to have.

Fixed Route Bus Service:

Citylink in Kootenai County provided an average of 13,312 bus trips in March and April of this year. For some of our citizens it is their only transportation to work, school, recreation or shopping and for others it is a way to save money or live a greener lifestyle.

Paratransit Service:

Citylink in Kootenai County, as a part of its regular bus service, also provides paratransit services. Kootenai County operates a Paratransit service for those who are prevented from using the fixed route due to a debilitating disability. Paratransit is a vitally important service providing access to transportation for those who cannot utilize the fixed route due to their disability. In March and April an average of 1,398 trips were provided to work, school, shopping and recreation for people with disabilities.

Additionally, a partnership with Kootenai Health provided an average of 1,935 trips during March and April to people who needed to visit the doctor or hospital and had no other way to get there.

Investment in the fixed route, making it more efficient, safe, accessible and easily understood will reduce demand on Paratransit and will not only be a more effective use of taxpayer money, it will help to reduce the barriers that people with disabilities face within our cities.



KOOTENAI COUNTY

TRANSIT SYSTEM

COEUR D'ALENE CITY COUNCIL

May 3, 2016

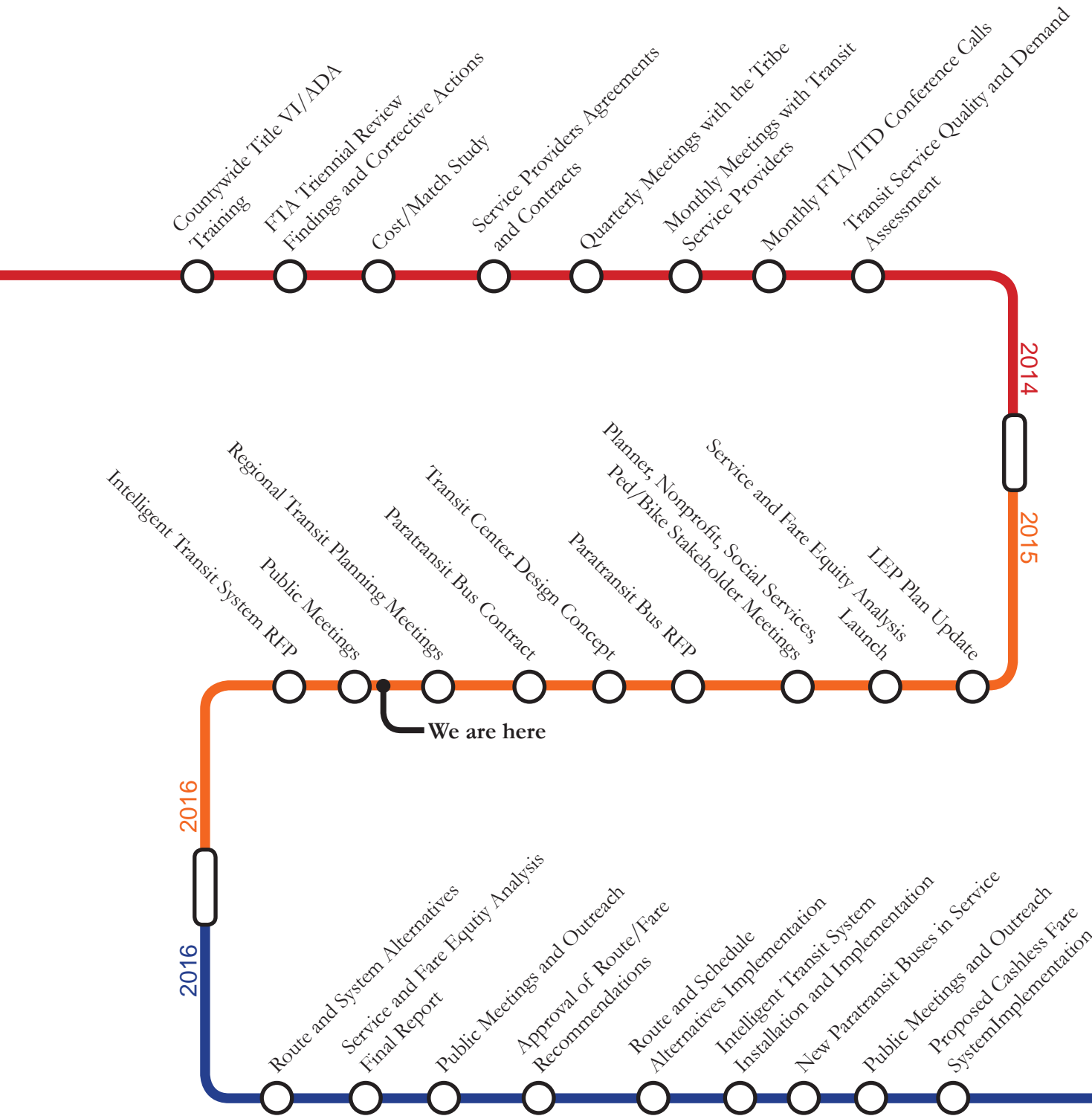
PLANNING AND PROJECTS

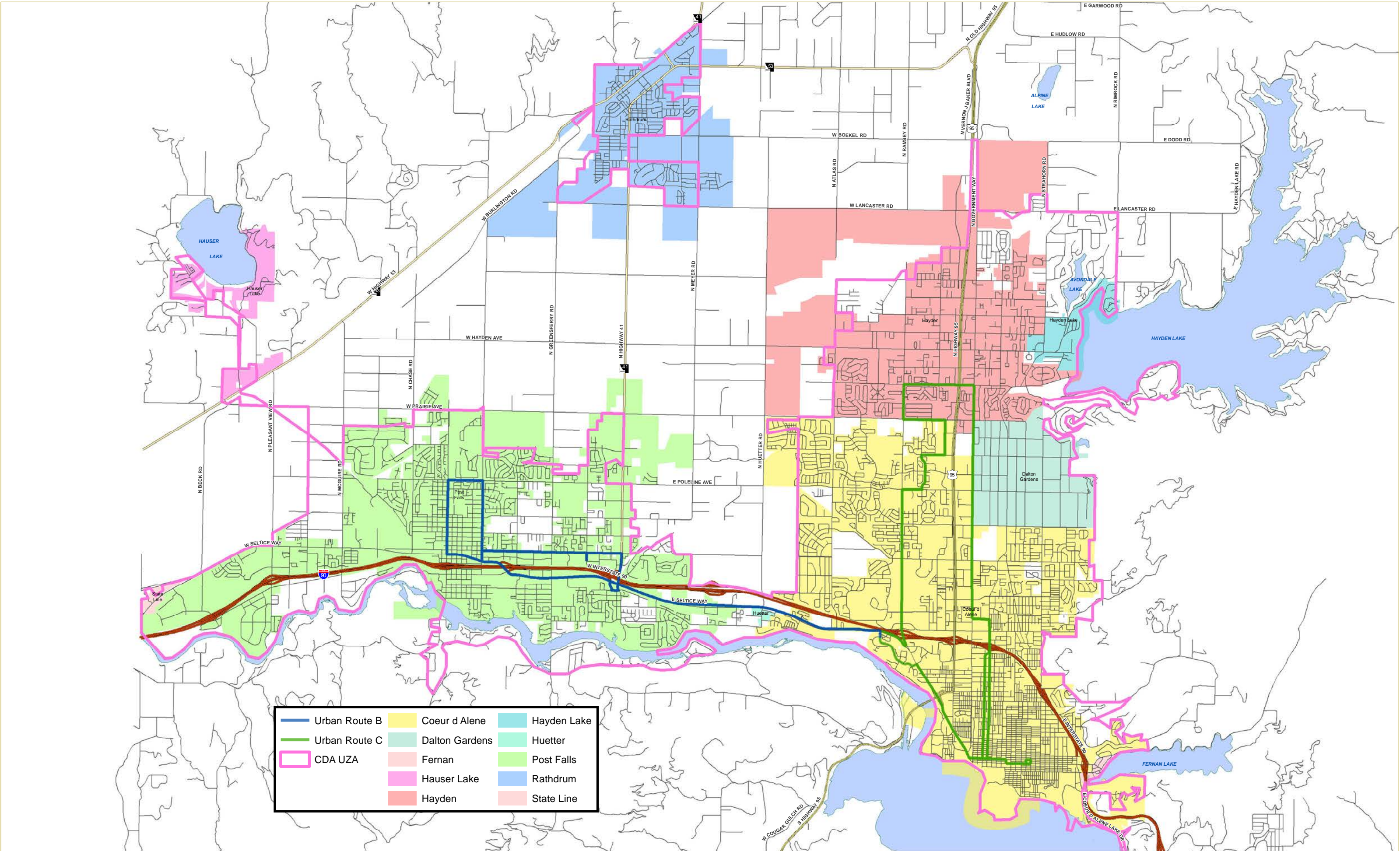
Kootenai County Transit for the City Council of Coeur d'Alene














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Representative List of Activities





 Urban Route B	 Coeur d'Alene	 Hayden Lake
 Urban Route C	 Dalton Gardens	 Huetter
 CDA UZA	 Fernan	 Post Falls
	 Hauser Lake	 Rathdrum
	 Hayden	 State Line

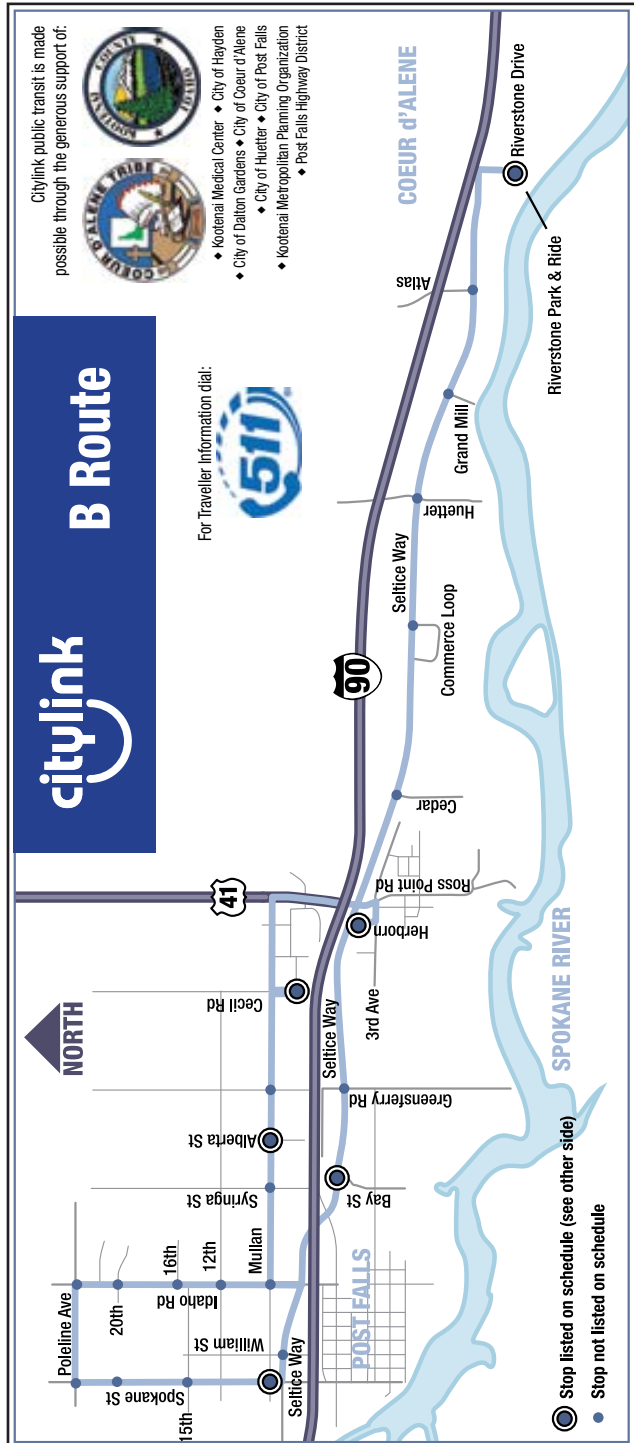
Routes and Schedules

Currently the Citylink Urban routes leave every hour from the Riverstone Transit Center, completing loops in alternating clockwise and counterclockwise directions. A major goal of the Service and Fare Equity Analysis will be overhauling the routes and schedule in order to provide a more user-friendly system. This schedule change will provide a more efficient and effective service.

citylink		B Route					
Departs Riverstone	Herborn / Selitce	Selitce / Bay	Spokane / Mullian	Mullian / Alberta	Cecil / Jaralen	Departs Riverstone	
6:00a	6:11	6:15	6:28	6:34	6:36	▶	
▶	7:43	7:40	7:36	7:23	7:19	7:00a	
8:00a	8:11	8:15	8:28	8:34	8:36	▶	
▶	9:43	9:40	9:36	9:23	9:19	9:00a	
10:00a	10:11	10:15	10:28	10:34	11:36	▶	
▶	12:43	12:40	12:36	12:23	12:19	12:00p	
1:00p	1:11	1:15	1:28	1:34	1:36	▶	
▶	2:43	2:40	2:36	2:23	2:19	2:00p	
3:00p	3:11	3:15	3:28	3:34	3:36	▶	
▶	4:43	4:40	4:36	4:23	4:19	4:00p	
5:00p	5:11	5:15	5:28	5:34	5:36	▶	
▶	6:43	6:40	6:36	6:23	6:19	6:00p	
7:00p	7:11	7:15	7:28	7:34	8:36	▶	
	9:43	9:40	9:36	9:23	9:19	9:00p	

- ◆ Not all stops are listed - see map for complete route.
- ◆ First bus departs from Riverstone on Saturday and Sunday at 7:00 a.m.
- ◆ All buses are wheelchair/lift accessible and have bicycle racks.
- ◆ Times are approximate. Be at your bus stop at least 5 minutes early.
- ◆ Service animals are welcome.
- ◆ Front seats are reserved for senior citizens and disabled passengers.
- ◆ Please wait for passengers getting off the bus before boarding.
- ◆ Never cross in front of the bus unless it is stopped at a red light.
- ◆ Shoes and shirts are required to ride the bus.

For more information go to www.idahocitylink.com
 Lost and Found 800-523-2464, ext. 7238
 May 2012





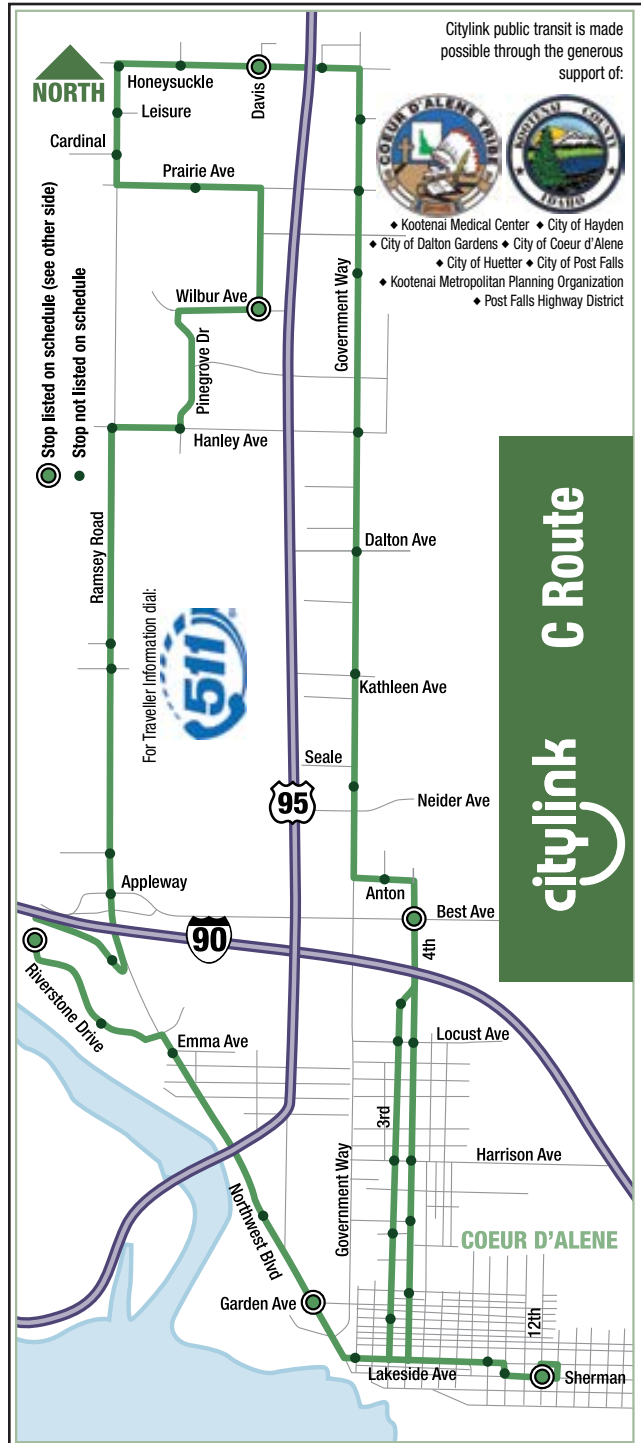
C Route

Departs Riverstone	Northwest / Garden	Sherman / 12th	4th / Best	Honeysuckle / Davis	Mineral / Wilbur	Departs Riverstone
6:00a	6:04	6:10	6:17	6:32	6:40	▶
◀	7:45	7:42	7:33	7:19	7:12	7:00a
8:00a	8:04	8:10	8:17	8:32	8:40	▶
◀	9:45	9:42	9:33	9:19	9:12	9:00a
10:00a	10:04	10:10	10:17	11:32	11:40	▶
◀	12:45	12:42	12:33	12:19	12:12	12:00p
1:00p	1:04	1:10	1:17	1:32	1:40	▶
◀	2:45	2:42	2:33	2:19	2:12	2:00p
3:00p	3:04	3:10	3:17	3:32	3:40	▶
◀	4:45	4:42	4:33	4:19	4:12	4:00p
5:00p	5:04	5:10	5:17	5:32	5:40	▶
◀	6:45	6:42	6:33	6:19	6:12	6:00p
7:00p	7:04	7:10	7:17	8:32	8:40	▶
	9:45	9:42	9:33	9:19	9:12	9:00p

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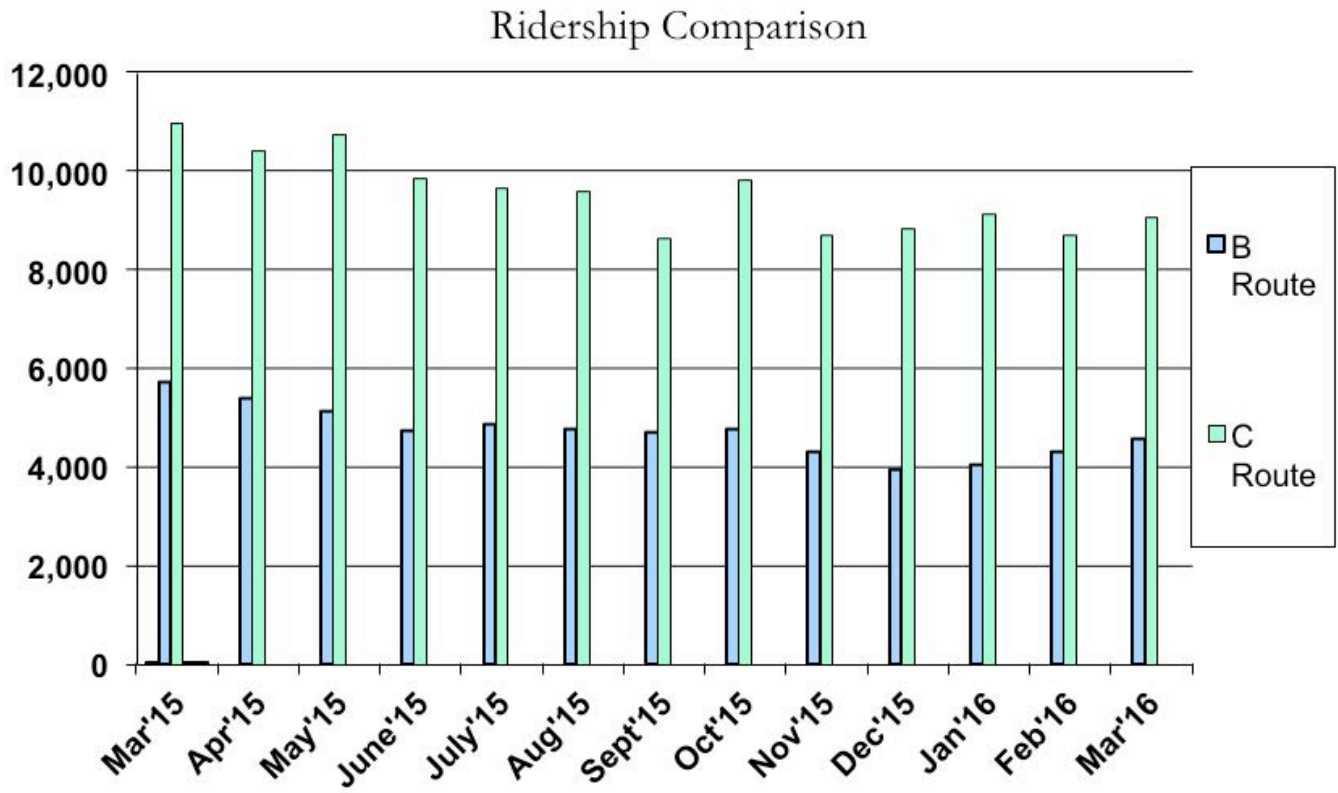


Fixed Route, Ridership, and Demand

The numbers outlined below are reported monthly to Kootenai County by the Tribe. Ridership is affected by a variety of factors, including demographics, socioeconomics, service area geography, transit service quality, route and schedule structure, and fares. Also, many riders are transit dependent—they ride because they have no other option. We believe that if the bus schedules are more efficient and understandable, if people feel safe, and if we provide a quality experience, more people will choose to ride.

Fixed Route operations are completed by the Tribe. The Tribe provides drivers, dispatching, and maintenance services as a service provider, as defined through a subrecipient agreement.

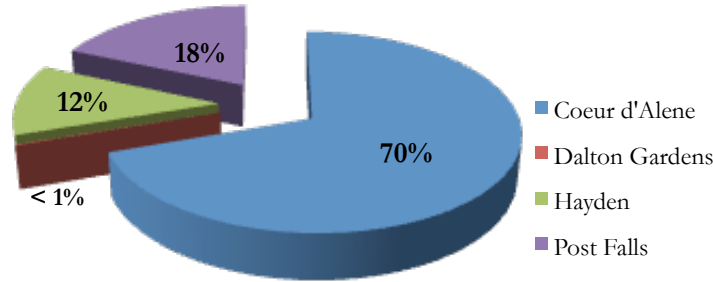
Fixed Route, Total Ridership



Paratransit, Ridership and Demand

Kootenai County operates Paratransit, through contract with MV, for those who are prevented from using the fixed route due to a debilitating disability. Services are available to those who reside within three quarters of a mile of the fixed route and provide vitally important access to medical appointments, therapy, and shopping. Having an efficient, safe, accessible and easily understood system will reduce demand on Paratransit and will be a more effective use of taxpayer money. Medical paratransit is provided, through partnership, by Kootenai Health within the greater Coeur d'Alene area and Rathdrum.

Percentage of Total Origins and Destinations within Zip Codes



Top Origins/Destinations by City

Coeur d'Alene	
KROC	2111
Goodwill	1251
Kootenai Health Hospital Campus	1024
Heritage Place	936
Department of Health and Welfare	788
Trail Lodge Apartments	783
Affinity Senior Living	776
Silver Lake Mall	758
3107 North 2nd Street Apartments	628
Rose Terrace Assisted Living	498
Total Rides in Coeur d'Alene	28,099

Hayden	
DSI (Dialysis)	1297
Wal-Mart	636
Harmony House	482
Autumn Haven Assisted Living	253
Bio Life	155
By the Lake Assisted Living	152
Snap Fitness	129
Weight Watchers	110
American West Bank	81
Sylvan House	75
Total Rides in Hayden	4,738

Post Falls	
River City Bowling Lanes	798
Real Life Ministries	554
Community First Bank	400
900 N Idaho St. Mobile Homes	255
Wal-Mart Post Falls	225
1816 N Spokane St. Apartments	198
3860 E 3rd Ave Apartments	193
Kootenai Medical Plaza	169
A Place for Kids	108
3878 E 3rd Ave Apartments	105
Total Rides in Post Falls	7,408

Dalton Gardens	
Northern Dance Academy	18
N Mount Carrol St Personal Home	17
Walker's Furniture	4
Disability Action Center	4
Pacifica	2
Total Rides in Dalton Gardens	45

Representative List: Meetings and Outreach to Date

<i>Attendee(s)</i>	<i>Topic of Discussion</i>
Glenn Miles, KMPO	Citylink history, data, future plans
Rob Palus, City of Post Falls	Introduction, Citylink past, present, future
Hilary Anderson, City of Coeur d'Alene	Introduction, Citylink past, present, future
Connie Krueger, City of Hayden	Introduction, Citylink past, present, future
Karl Otterstrom and Mike Hynes, STA	History of STA/Citylink, future plans
Greta Gissel, Centennial Trail Foundation	Introduction, trails, partnership, future plans
Chris Bosley, Coeur d'Alene Ped/Bike Committee	Introduction, multi-modal connections, future
Monte McCully, Coeur d'Alene Parks and Recreation	Introduction, trails, future development
Gordon Dobler, City of Coeur d'Alene	Introduction, past, present, future, ADA
Jurisdictional Planners	State of the system, future goals, data analysis
John Kelly, BikeCDA	Biking, multi-modal connections, past, future
Jill Leonetti, STA Vanpool	Vanpool, Citylink past, present, future
Graydon Stanley, North Idaho College	Transportation at NIC, past, present, future
Frank Bezemer, STA	Intelligent Transit System Demonstration
Nick Snyder, Kootenai County Parks and Waterways	Introduction, Citylink past, present, future
Jurisdictional Law Enforcement	Citylink past, present, future, Citylink security
Robert Kesson, Kootenai County	Citylink communication, radios
Kootenai County Sheriff's Office, Communications	Citylink communication, radios, ITS hosting
Chief White, Lt. Brainard, Sgt. Walther, CDA Police	Security of Transit Center design
Lora Whalen and Don Duffy, Panhandle Health District	PHD Transportation, Citylink past, future
James Martin and Grant Kinsey, Kootenai County IS	Intelligent Transit System, hosting, support
Nicole Kahler, CDA2030	Grant Opportunities, Citylink Past, Future
Sean Hoisington and Viki Rutherford, City of Hayden	ADA Compliance, Citylink future
Shelly Enderud and Jason Faulkner, City of PF	Funding, Citylink present and future
Mayor Widmyer and Jim Hammond, City of CDA	Funding, Citylink present and future
Mayor Griffitts, City of Hayden	Funding, Citylink present and future

Onsite Surveys

- Coeur d'Alene Resort, Panhandle Health, Citylink B and C Routes

Online Surveys

- Kootenai County Employees, North Idaho College Students

Upcoming Public Meetings

Kootenai County Transit Office is planning four open houses in May

Monday, May 23, Noon-3:00 PM

Post Falls Library, 821 N. Spokane Street, Post Falls

Wednesday, May 25, 4:00-7:00 PM

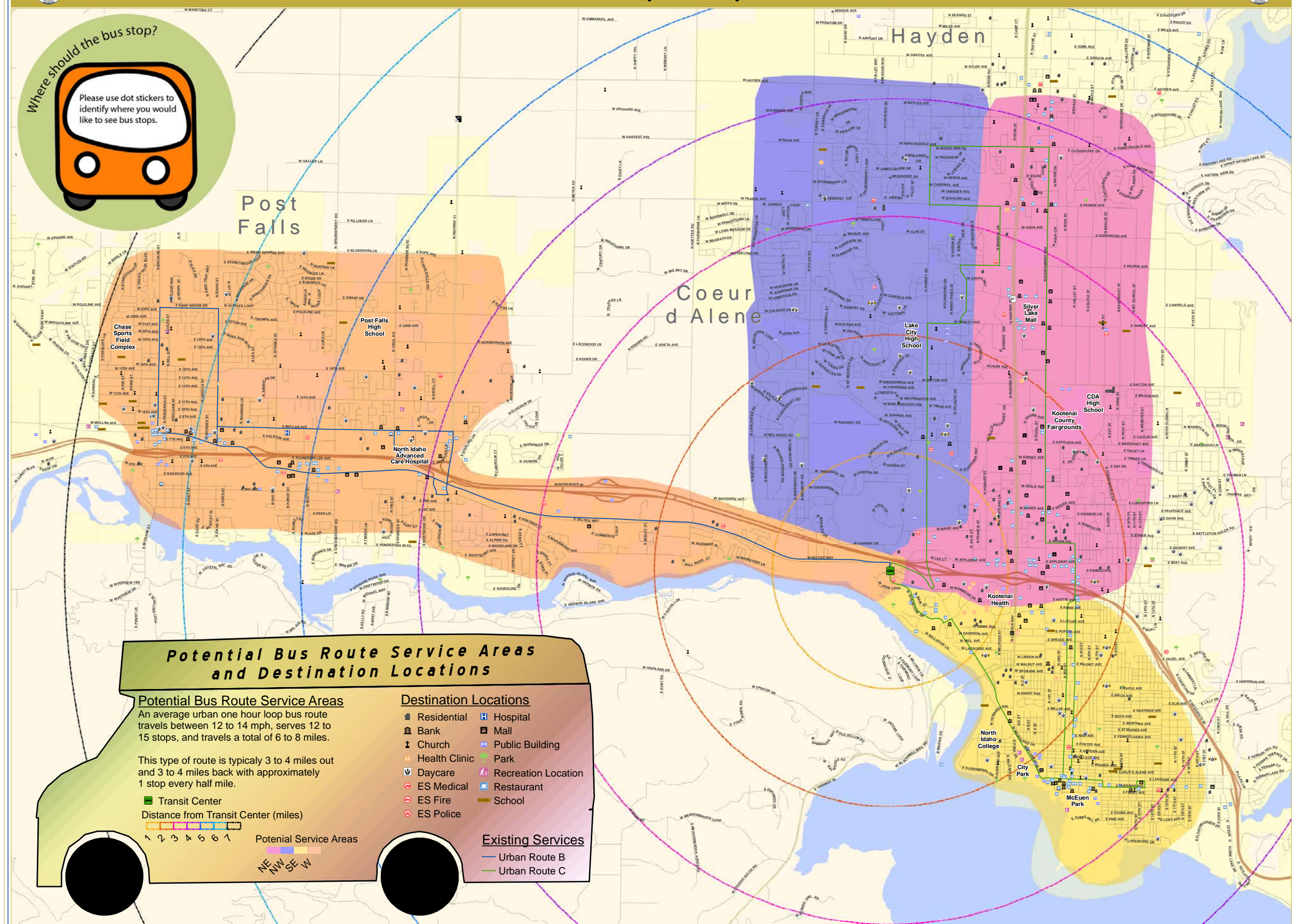
Coeur d'Alene Library, 702 E. Front Ave, Coeur d'Alene

Friday, May 27, 4:00-7:00 PM

Kootenai County Administration Building, 451 N. Government Way, Coeur d'Alene

Tuesday, May 31, 10:30 AM-Noon

Hayden Library, 8385 N. Government Way, Hayden

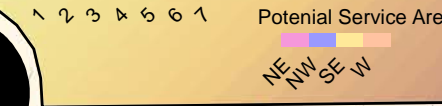


Potential Bus Route Service Areas and Destination Locations

Potential Bus Route Service Areas
 An average urban one hour loop bus route travels between 12 to 14 mph, serves 12 to 15 stops, and travels a total of 6 to 8 miles.

This type of route is typically 3 to 4 miles out and 3 to 4 miles back with approximately 1 stop every half mile.

Distance from Transit Center (miles)
 0 1 2 3 4 5 6 7 8 9 10



- Destination Locations**
- Residential
 - Bank
 - Church
 - Health Clinic
 - Daycare
 - ES Medical
 - ES Fire
 - ES Police
 - Hospital
 - Mall
 - Public Building
 - Park
 - Recreation Location
 - Restaurant
 - School

- Existing Services**
- Urban Route B
 - Urban Route C

Projects, Goals, and Objectives

Service and Fare Equity Analysis



Goal – Establish an equitable fare-based service plan for the County’s transit system

Objectives

- Define fare collection feasibility and practice for the system
- Advance the Transit Center concept
- Establish policy statements regarding transit needs and equity
- Assess transit service, equity, and network policies, both current and future
- Recommend a new, equitable system for future operations

Regional Transit Plan



Goal – Create a plan for the future of public transit in the region that encompasses service improvements, fiscal sustainability, growth and development, and multimodal connections

Objectives

- Establish a core system of routes and stops
- Work with local jurisdictions to identify a plan for growth within the community
- Partner with trail, bike, pedestrian, and disability advocates to ensure connectivity and accessibility
- Identify future sources of funding to ensure a sustained level of service

Paratransit Bus Purchase



Goal – Acquire new, reliable transit vehicles in order to meet increasing paratransit demand

Objectives - *Complete*

- Issue an RFP for six new paratransit mini-buses tailored to meet ADA standards and fulfill service needs
- Award a contract by the end of the calendar year 2015, with buses to be delivered 180 days later

Intelligent Transit System



Goal – Collect accurate, up to the minute data on ridership, stop popularity, on-time performance, and bus location, and provide this data to jurisdictions and the public

Objectives

- Issue an RFP for an Intelligent Transit System (ITS)
- Install the ITS on all fixed route and paratransit buses
- Improve passenger experience through increased security, smartphone app, real-time bus location, etc.

Transit Center Design Concept

- Service and Fare Equity Analysis

Dwight Schock and Ken Geibel, David Evans and Associates

The Transit Center will serve as a regional hub, providing multimodal connections to trails, ridesharing, pedestrian experiences, and the rest of the Citylink system.

Maps, Projections, and Data Collection

- SAFEA, Regional Transit Plan, ITS

Jeff Benzon, Kootenai County GIS

Data compiled from public sources, regional agencies, and local jurisdictions. These maps will provide a starting point, and we will continue to gather the best available qualitative and quantitative data to ensure our decisions are fully informed.

To Create a Transit System that is:

EFFICIENT

- Decrease headways to no more than 60 minutes
- Establish a core system of routes and stops
- Working with jurisdictions to identify key points of interest, infrastructure challenges, and areas of future growth

EFFECTIVE

- Place descriptive signs at all stops
- Produce a website, maps, and an app that are informative and easy to understand
- Track progress through frequent data collection

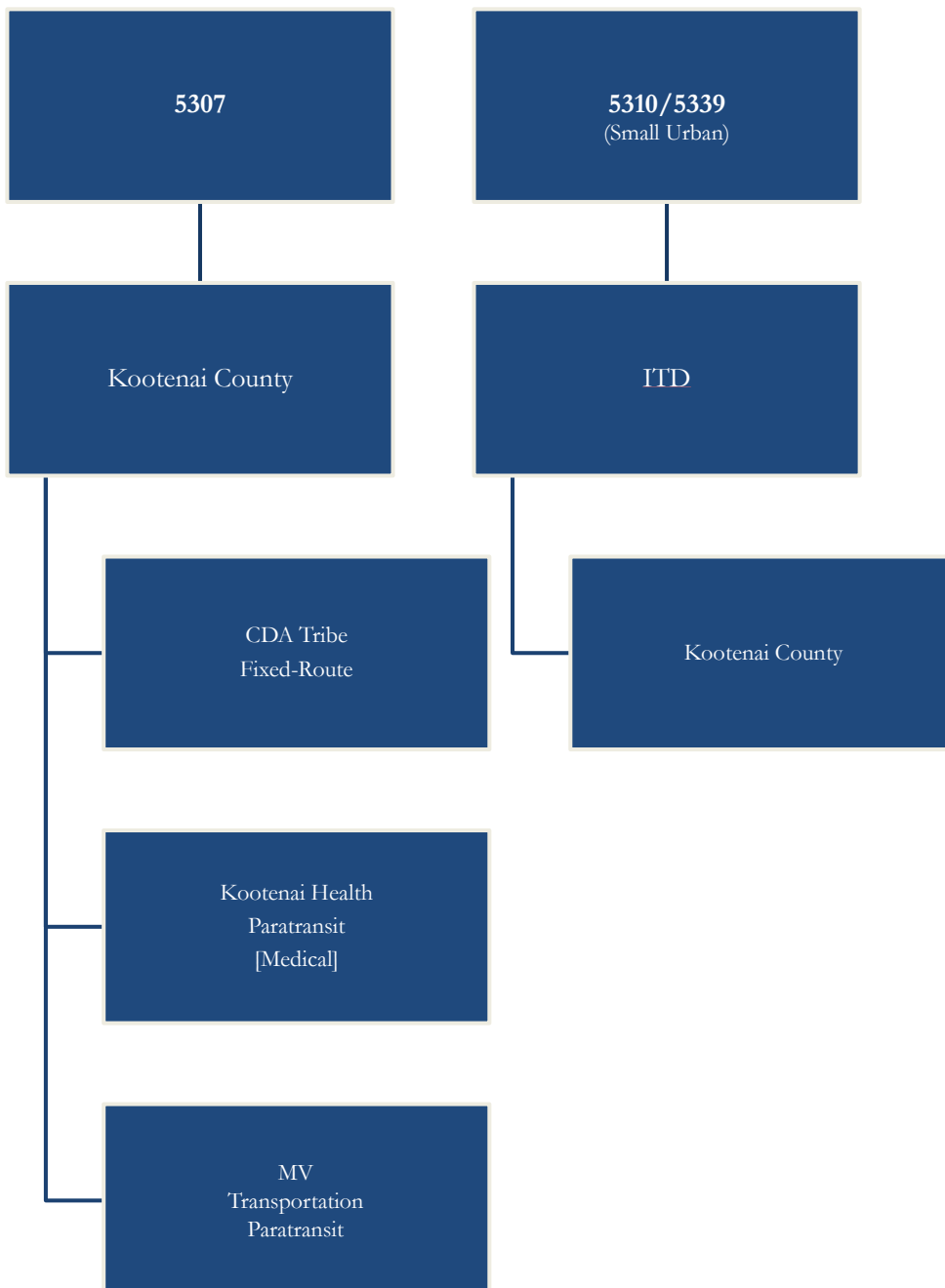
SAFE

- Make all stops ADA compliant
- Partner with law enforcement to increase passenger security
- Acquire an ITS system which provides for security cameras and other safety features

Funding Sources

In the CDA UZA, Citylink is planned, managed, and overseen by the Kootenai County Grants Management Office and Transit Office. This transit system is financed through Federal grant funds and jurisdictional investment that are administrated by the Kootenai County Grants Management Office. In the CDA UZA, within Kootenai County, the Tribe provides drivers, dispatching, and maintenance. Citylink routes and systems outside of the CDA UZA are completely financed, administrated, and overseen by the Tribe.

In the CDA UZA, Citylink is funded by the Federal Transit Administration and Idaho Transportation Department, along with required local matching funds.



Cash Match FY16*
CDA Tribe
\$215,462
Coeur d'Alene
\$43,983
Dalton Gardens
\$2,904
Hayden
\$11,696
Huetter
\$165
Post Falls
\$21,950
Kootenai Co.
\$38,887
Capital**
Kootenai Co.
\$162,667

*Estimate

**Kootenai County cash match for the Transit Center and ITS.

General Thoughts or Comments

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Please tear off and return this page. Your input is very important to us.

Estimated Expenses and Local Share

FY 17 Est. Transit Expenses	Federal	Local	Total
Total Transit Service	\$ 768,960.22	\$ 493,470.26	\$ 1,262,430.48
Total Equipment & SW Maint	\$ 122,350.00	\$ 56,350.00	\$ 178,700.00
Total Other Capital	\$ 160,000.00	\$ 40,000.00	\$ 200,000.00
Total Current Transit Center	\$ 7,140.00	\$ 7,140.00	\$ 14,280.00
Total Service and Equipment	\$ 1,058,450.22	\$ 596,960.26	\$ 1,655,410.48

Jurisdictions	Cash Obligated	Population
CDA	\$ 43,983.00	47,912
Dalton Gardens	\$ 2,904.00	2,264
Hayden	\$ 11,696.00	13,870
Huetter	\$ 165.00	101
Post Falls	\$ 21,950.00	29,896
	\$ 80,698.00	94,043

Total Transit Center Build Out \$ 1,804,800.00 \$ 451,200.00 \$ 2,256,000.00

Kootenai County Public Transportation Office
CONCEPTUAL ESTIMATED COSTS ONLY

FY17 CONCEPTUAL ESTIMATED COSTS FIXED ROUTE SYSTEM

Amount	Description
\$ 490,061.40	FY17 Estimated Fixed Route Expenses
\$ 122,515.35	FY17 Estimated Consolidation Savings, if implemented
\$ 367,546.05	FY17 Estimated Fixed Route Expenses, if consolidation implemented
\$ 300,000.00	FY17 Estimated Conceptual Costs System Formalization
\$ 667,546.05	FY17 Estimated Fixed Route Expenses
\$ 333,773.03	FY17 Estimated Cash Contribution at 50:50

FY17 Est Need	
\$ 181,917.01	CDA
\$ 12,011.16	Dalton Gardens
\$ 48,375.54	Hayden
\$ 682.45	Huetter
\$ 90,786.86	Post Falls
\$ 333,773.03	
\$ (62,000.00)	Estimated Revenue
\$ 271,773.03	Estimated Need

DRAFT

FY17 Est Need		Current Contribution	Estimated Increase	Estimated % Increase
\$ 148,125.02	CDA	\$ 43,983.00	\$ 104,142.02	70.31%
\$ 9,780.03	Dalton Gardens	\$ 2,904.00	\$ 6,876.03	70.31%
\$ 39,389.54	Hayden	\$ 11,696.00	\$ 27,693.54	70.31%
\$ 555.68	Huetter	\$ 165.00	\$ 390.68	70.31%
\$ 73,922.75	Post Falls	\$ 21,950.00	\$ 51,972.75	70.31%
\$ 271,773.03		\$ 80,698.00	\$ 191,075.03	

FY17 Est Cash Match Kootenai County
\$ 62,132.98

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
April 19, 2016**

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Library Community Room April 19, 2016 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

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

Councilmember McEvers participated in the meeting via telephone conference call.

CALL TO ORDER: The meeting was called to order by Mayor Widmyer.

INVOCATION was led by Pastor Kurt Wandrey with Peace Lutheran Church.

PLEDGE OF ALLEGIANCE: The pledge of allegiance was led by Councilmember Miller.

AMENDMENTS TO THE AGENDA: There were no amendments to the agenda.

RESOLUTION 16-020

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A CONTRACT WITH NORTHERN STATE PAK, LLC d/b/a COEUR D'ALENE GARBAGE SERVICE FOR SOLID WASTE AND SINGLE STREAM RECYCLING COLLECTION.

Mayor Widmyer explained the procedure, which would include a staff report, followed by comments from the three bidders, followed by public comment, and then a summation by staff.

STAFF REPORT: Randy Adams, Deputy City Attorney, presented a request for council to accept the recommendation of staff and award the Contract for CDA Solid Waste and Single Stream Recycling Collection to the low bidder, Northern State PAK, LLC, d/b/a Coeur d'Alene Garbage Service; and to approve the draft Contract between

the City of Coeur d'Alene and Northern State PAK, LLC, d/b/a Coeur d'Alene Garbage Service, for CDA Solid Waste and Single Stream Recycling Collection.

Mr. Adams said that a lot of questions have been raised about the bid process, the bids themselves, the staff reports, and the proposed contract. He noted that it is the opinion of the City Attorney's office that the RFP process complied with state law, was thorough, and prices were obtained from bidders on 141 separate line items. The low bid was obtained based on 29 separate line items. The process was not flawed or backward or unfair to any bidder. Idaho law requires that contracts for services must be awarded pursuant to a competitive sealed bid process. Under this process, the City is required to accept the lowest bid made by a qualified bidder who complies with procedure and whose bid meets specifications. The RFP was published on February 25th and bids were due on March 24th. A question was received from potential bidders about how the low bid would be determined, and the City responded on March 11th that it would accept the lowest bidder on the base proposal. Mr. Adams said that this is a process that has been approved by the Idaho Supreme Court and that Idaho law requires that any objections to the bidding process must be in writing and received 3 days prior to the bid opening. No objections were received. He stated that the law is clear that the lowest number as determined by the terms of the RFP is the low bid. The law does not allow the low bid from a qualified bidder to be rejected based upon non-monetary considerations.

Mr. Adams stated that the City received three bids. Each bid provided a base bid and some ideas for other alternatives. The Finance Director and City Attorney determined that each of the bidders was qualified, complied with procedures, and met specifications. The lowest bidder was Northern State PAK, LLC.

Mr. Adams said that one of the purposes of the RFP was to try to determine the cost of recycling or reusing glass, which the city has not been offering up to this point. The proposals contained different suggestions. Once the apparent low bid was determined, the Finance Director and City Attorney attempted to work with the apparent low bidder regarding glass recycling. The contract presented implements the "depot" system with drop boxes, with the number and locations of the depots entirely within the discretion of the City. Northern Stake PAK dba Coeur d'Alene Garbage has agreed to monitor the depots and deliver the glass to appropriate vendors at its actual cost. The cost could be as little as \$1,000 per month depending on the number of depots and how often the glass needs to be hauled. The City will monitor the costs to assure compliance. Mr. Adams commented that staff has also had discussions with Kootenai Environmental Alliance, who supports the depot system.

Mr. Adams discussed the contract highlights and noted that staff began with the existing contract between Kootenai County and Waste Management and used it as a template. Most of the provisions of the contract are unchanged. Some changes include: Coeur d'Alene Garbage will provide all new carts for residential and commercial customers. The contract requires an office in Kootenai County. Mr. Adams noted that Coeur d'Alene Garbage has an office in Post Falls and staff feels that the office location won't adversely affect customer service as bills can still be paid at City Hall. The definition of

word “Extras” was added to the contract so customers will know when an extra charge can be made.

Another change to the contract was the addition of an “Act of God” provision. The existing contract has a similar provision, and it is standard language in most contracts.

Councilmember Gookin asked about the “Extras” and what the charges would be, and how issues such as a bag of garbage sitting next to cart, a lid that is ajar, or carts being too close together would be addressed. Mr. Adams said that the question of whether the carts are too close together is not addressed in the contract, but he believes that a note is left by the driver. In regard to the lid being cracked open, under the existing contract, essentially a full cart is what each customer pays for and the lid must be closed completely. Coeur d’Alene Garbage has agreed to 3 inches; however, Mr. Adams noted that if someone has more trash than fits in their cans, that is considered an Extra since it is the start of a second can, and the customer would be charged at the rate of the first can. Councilmember Gookin asked if the rules apply to the recycle carts as well. Mr. Adams said that he assumes that they do as the term “Extras” is also included in Schedule B as well.

Councilmember Edinger asked if council could reject all bids and ask for a rebid. Mr. Adams said that there is a provision in the statute that allows for that but it requires the exercise of discretion on the part of the council to do that and it requires that the council give a rationale for that action.

Councilmember Miller asked Mr. Adams to address the legality or a statute that provides for the ability to negotiate an add alternate item. Mr. Adams said that the Supreme Court has talked about a situation in which there was a base bid and some alternate add ons. The court has said that the governmental entity can make its decision on what it is going to consider when deciding who the low bidder is. The document provided to all bidders indicated that the low bid would be based on the base proposal and not the add alternates. The idea was to not lock the bidders into the alternates but to get ideas for the city to try to work on the alternates to see if they would fit within the plan for the collection contract. Once there was an apparent low bidder based on the base proposal, then they talked to the apparent low bidder to see what ideas they had and what would work. They weren’t locked into what was in their bid. The depot idea was settled upon preliminarily as a viable means to allow the public to recycle glass. Mr. Adams confirmed that they don’t have a price for the add on for recycling glass and it would depend on how many depots the City decides that they want to have, and may also depend upon the price for hauling.

Councilmember Miller asked if council could award the low bidder without approving the contract at tonight’s meeting. Mr. Adams said that they could, but the contractor has indicated that it is starting to order the new cans and it is problematic to award the low bidder and not approve the contract as the contractor is supposed to be up and running by July 1st. Councilmember Miller said that she had questions about the RFP and how quickly it came out and how it worked. She feels that there were some things that

procedurally could have been done more effectively. In addition, she has some issues with the language in the contract.

Councilmember Miller questioned the language in the contract regarding delivery of recyclables -- best reasonable efforts, and the contractor being able to act as their own broker. Mr. Adams said that the contract does require that the recyclables be recycled and the best efforts language was added because it is normal in these situations. He noted that in the existing contract there is a requirement that the recyclables be delivered to a specific organization, and said that the contract binds the contractor to recycling unless there are circumstances beyond the contractor's control.

Councilmember Miller said that if the glass market was such that you had to pay to get rid of glass, and the City was in a contractual agreement with someone and the constituents thought that the glass was being taken to a recycling center and the economy was such that you couldn't give the glass away, the contractor could charge for their time and costs to take the glass to the landfill. Mr. Adams said that if the contractor is not doing what the City thinks it should, the City can require compliance. There may be argument back and forth as to what constitutes best efforts, but the City is ultimately the judge of that and can terminate the contract. Best efforts does give some flexibility, but it is really flexibility on the City's part. The City will be monitoring the costs and there is a provision added to the contract that requires the contractor to report the amount of recyclables collected each month on a monthly basis. The cost for hauling glass is being paid for by the City and is not being added to the customers' bill. It is within the City's power to control the recycling of the glass. It is an ongoing effort.

Councilmember Miller noted that there are some items that can be negotiated annually in the contract. Mr. Adams said that there is a provision in the contract for a price increase, which was in the existing contract as well. It is bracketed by a 1.5% minimum and 2.75% maximum tied to a specific federal figure. In regard to the terms of the contract, those can be modified at will at any time.

Councilmember English asked what kind of assurances there are for the public that if something goes sideways, the City has the ability to enforce the contract. Mr. Adams said that the contract provides specifically that the City reserves the right to renegotiate the terms of the contract in part or in total. The City has the right to terminate the contractor for failure to perform with 30 days' notice. The intent of the contract is that glass would be recycled.

Councilmember Evans asked if the price of the delivery of the recyclables is included in the low bid, or is it possible that the City would receive an extra charge if the recyclables needed to be transported to Seattle or Pasco, etc. Mr. Adams said that all of the costs for the recyclables are included in the base bid, other than the glass depots.

Councilmember Edinger asked if the mayor or any councilmembers were involved in the negotiation process. Mr. Adams said that they were not directly involved, but that the proposed contract was circulated multiple times to council and the mayor.

Councilmember Edinger said that it was his understanding that when the RFPs came in, the mayor and council would sit down and discuss them, and that didn't happen.

Councilmember Gookin asked about the option of throwing out all three bids at the council's discretion. Mr. Adams said that the statute says that the bids can be thrown out and the matter rebid, but the exercise of discretion requires the council to articulate a rationale – a legitimate reason to throw out the bids. He noted that there is very little case law, but one of the things that has been deemed to be an acceptable rationale is if all of the bids are too high. The rationale needs to be something concrete along those lines. Mr. Adams confirmed that staff did what was requested of them by the council.

Councilmember Miller said that the contract doesn't mention any requirements that the subcontractors are bound by the main contract. Mr. Adams said that the existing contract doesn't have that language, but if it is something that the council wants to put in, they can do that. Coeur d'Alene Garbage has indicated that they typically don't use subcontractors, but might use them to deliver the new containers. In the absence of an expression in the contract, the subcontractors would be deemed to be bound by the contract.

Steve Roberge, District Manager for Waste Management, said that he is a lifelong area resident and employee of Waste Management for 33 years, and is deeply aware of what the residents and the city wanted from the selection process, which is a continuation of outstanding service. Waste Management was the only company that offered curbside recycling of glass. He noted that councilmembers have a responsibility to do what is right for the City of Coeur d'Alene and its citizens. Waste Management asked council to take the extra time to explore their options.

Andrew Kennefick, legal counsel for Waste Management made four points: One, this is the city council's decision to make. Two, council can elect to start over and the RFP gives council the right to reject all bids and rebid. Mr. Kennefick noted that Waste Management is more than willing to agree to a reasonable extension. Three, the decision ought to be made first by identifying what package of alternatives the city wants, then choosing the lowest bidder for that package. Mr. Kennefick commented that Waste Management operates Blue Bird Recycling and the Spokane Recycling Center and they know what it takes to recycle. Four, it is tough for Waste Management to be fighting for the contract, but it is worth fighting for. Waste Management has appreciated working with the City and the compliments they have received about their service. Mr. Kennefick noted that Steve Roberge and other Waste Management employees have worked hard to earn the City's trust.

Mark Torry, President of Sunshine Disposal, said that their proposed prices for services are firm, and if selected, they are prepared to provide a seamless transition on July 1st. Their proposal will provide wages and benefits comparable to those paid today. They will offer qualified displaced workers the opportunity to apply to be employed by their

company, and will also include an office in the city limits. Alex Wu, legal counsel for Sunshine Disposal, reviewed the case law. He said that whole point of a sealed bid process is to insure that constituents pay as little as possible for all of the services that they want. They don't have an objection to the RFP, but have an objection to how the lowest bidder was determined. The issue is that there are no numbers for glass recycling in the contract. The process that has been presented up to this point is one in which council has been told they must select the lowest bidder on the base bid no matter how much glass recycling costs, and that is wrong.

Phil Damiano, owner of Coeur d'Alene Garbage, said that the contract that council will vote on tonight is, in fact, the best deal by far for the City of Coeur d'Alene. Complaints were voiced after the bids were received and opened and Coeur d'Alene Garbage was by far the low bidder. The complaints have no merit whatsoever. Mr. Damiano said that the process was not flawed and there were no timely objections to the process, and so it sounds like sore losers to him. In regard to questions about performance, Mr. Damiano said that City staff has fully vetted their company and have checked with Post Falls and Kootenai County. Their company was praised by both entities for its customer service and professionalism. Over a potential 16 year contract, Coeur d'Alene is the low bidder by \$6.6M. The RFP clearly stated that the low bid wins and that the calculation will only be on the base bid. It is his belief that the city council has a fiduciary responsibility to the people to provide services at the lowest cost.

In regard to glass recycling, Mr. Damiano said that the RFP asked for bids on adding glass recycling to the single stream as an alternate. The RFP was very specific that it was an alternative and would not be used in determining the winning bid. Their research showed that adding glass to the single stream is the most expensive and least favored way nationwide. Adding glass devalues and contaminates single stream materials. Research shows that glass doesn't get recycled in most cases. There is a better way to handle glass through placing 30 yard drop boxes or depots at different locations throughout the city where people can take their glass. Mr. Damiano said that Coeur d'Alene Garbage agrees to provide glass recycling at their cost, and the best part is that the City controls where the glass goes and the number of stations. The cost is dependent on what the City determines it wants to do with the glass. This program of separate glass depots or stations is widely accepted as the best way to deal with glass and the most beneficial to single stream recycling programs. They agree to provide glass recycling stations at their cost. The best part is that the city controls where the glass goes and the number of stations. The cost is dependent on what the city determines it wants to do with the glass. Mr. Damiano said that the contract represents the best of everything and asked the council to accept this great deal for the City of Coeur d'Alene.

The Mayor opened the meeting for public comment:

Jon Ingalls, Coeur d'Alene, said that people are passionate about garbage and garbage service and he had a few observations. He has witnessed numerous occasions with the

current provider where there have been small garbage spills, and the driver has gotten out and cleaned things up. He has seen carts tipped over by wind and snow plows and the current provider takes care of business and cleans things up. In regard to overstuffing the garbage bin, he never gets a special charge for that. During the recent 150 inch winters, the current provider did a work around plan because they couldn't get through alleys. As a Kiwanis member, Mr. Ingalls appreciates the community service from the current provider, who provides free bins for events downtown. He noted that Coeur d'Alene residents have come to value and appreciate the excellent garbage and recycling services as are currently being provided.

Ron Nilson, Coeur d'Alene, said that he feels for the council, and asked them to accept the bid given by Coeur d'Alene Garbage. He noted that he has been involved in more than 250 bid processes through his company and he has lost more than half of those, but it is part of the process. Waste Management lost this and it should be over. To drag it on reduces the quality of the bidding process. To reject the process would only open the City up to potential lawsuits. This bid and the huge savings that comes with it are for the citizens of Coeur d'Alene.

Brent Regan, said that he is a customer of both Waste Management and Coeur d'Alene Garbage, and noted that he has received excellent service from Coeur d'Alene Garbage and not so much from Waste Management. Mr. Regan read the staff report and contracts and called the Kootenai County Commissioners and asked them about Coeur d'Alene Garbage, and the commissioners gave them a glowing report. The fact that Coeur d'Alene Garbage is offering an at cost option is a good thing. He encouraged council to take it at its face value, and make a decision, and save money for the residents of Coeur d'Alene.

Kathy Mayer, said that she is the Solid Waste Director for Kootenai County and clarified that the current contract is with Kootenai County, not with the City of Coeur d'Alene. The contract has been in place for 16 years and the contract provisions do not allow for any further contract extensions after the 1st of July. There may be other remedies that the council could pursue through consultation with their attorney.

Mr. Adams said that he thinks everybody appreciates the good service that Waste Management has provided, but this is not a situation where a private party goes to buy a car and can negotiate before they decide whether to buy or not. The law is very clear. The procurement of public services must be by low bid. The bid has to be defined and the RFP defined the bid by the base proposal. It was done because council didn't know how much it was going to cost to recycle glass. Mr. Adams said that staff has considered the case law and numerous letters from the attorneys for the other proponents and has

determined that this process does comply with the law and recommends that the low bid be awarded to Coeur d'Alene Garbage.

Councilmember Evans asked at what point soliciting creative ideas and bringing them back to council for discussion occurred, or should it have happened. Mr. Adams said that he believes it did happen at the General Services Committee meeting. The contract can still be modified if council has some additional suggestions or changes to the contract as it is the council's decision.

Councilmember Evans asked if the \$6.6M in savings was going directly to the constituents and if they will see that savings reflected on their bill. Mr. Adams said that there probably would not be a decrease in the monthly bill because garbage is funded out of the Sanitation fund, which is apparently not doing well. The savings will make the fund healthy for other purposes such as glass recycling.

Councilmember Edinger asked Mr. Adams if he believed that for such an important issue the mayor and council should have been involved in the negotiations. Mr. Adams said that he believes that the council and the mayor can delegate the authority to do the initial negotiations and then council would get involved at the General Services Committee meeting and at the city council meeting; otherwise you can run afoul of the Open Meeting law.

Councilmember Gookin said it was the city council's job to make a motion on February 16th to direct staff to do a job. If council wanted to, they could have made a specific motion to go out for bids on sanitation and to include glass recycling in the base price, but council didn't do that. Staff did what council told them to do. Councilmember Edinger disagreed.

Councilmember Evans noted that council has received numerous emails from constituents and employees and asked if there is a provision anywhere in the contract for employee wages and benefits if some employees leave one agency and are hired by another agency. Mr. Adams said that city is really not in a position to dictate wages that a contractor pays. There is a provision in the contract regarding fair labor practices.

Councilmember Miller said that this has been a learning curve for council in that there is no such thing as an RFP – it is a solicitation for bids. Mr. Tymesen had indicated to council that he intended to seek creativity – that is an RFI, a Request for Information that would not necessarily come back to council. If the policy was flawed, it was that they didn't move in a time frame far enough out to gather information and find answers. It wasn't an illegal process, and it was clear to everyone. It doesn't seem like throwing out all bids would be fair, but she is still not comfortable with the contract.

Mayor Widmyer noted that if there was anything changed in the contract, it would have to come back again before the council and time is of the essence. He said that council would probably be best served to address any language changes in the contract tonight. Mr. Adams said that it is possible, if council is specific enough and the language changes were stated by council as part of the motion, that the contract would not have to come back to council unless the contractor did not want to accept the new language.

Councilmember Miller said that she doesn't want citizens of Coeur d'Alene to spend their time, gas and money to clean their bottles and drive them to one of the depots where it will end up in the landfill anyway with the City paying for it. Mr. Adams said it is difficult to know on a day-to-day basis where the glass is going to go, but confirmed that the City does get to choose where the glass will go.

Councilmember English said that he has a good comfort level with the staff and their ability to fine tune the contract. To him, it is pretty simple that it should be the low bidder based on the base requirement, and he believes that is what council needs to look at and go with. They have the ability to address the other concerns such as wages, etc., but he can't make a decision as a councilmember based on that. To Councilmember English, it boils down to the best competitive bid price and they are reassured by staff that the contractor is a qualified bidder. He has a comfort level going forward tonight and is not comfortable putting it back out for rebid.

Councilmember Gookin asked if council goes ahead and approves the contract tonight, what opportunities do they have to give feedback to the contract in the future. Mr. Adams said that the contract provides that terms can be modified by agreement with the contractor, and the contract can also be terminated by the City. The City can't dictate the terms of the contract, but they can be renegotiated if something comes up later.

MOTION: Motion by Gookin, seconded by English to approve **Resolution No. 16-020**, approving the Contract with Northern State PAK, LLC d/b/a Coeur d'Alene Garbage Service for Solid Waste and Single Stream Recycling Collection.

DISCUSSION: Councilmember Gookin noted that everyone voted unanimously to move forward with the process and the date is coming up very quickly. The low bidder has been very cooperative with the City.

Councilmember Miller said that she doesn't believe that this broad latitude of negotiating the add alternates is a good business policy, but it is not illegal and is within the statutes, and everyone was aware of it.

Councilmember McEvers said that he is in favor of awarding the low bid.

Councilmember Evans said that they went through the contract in detail at the General Services Committee meeting and expressed appreciation to staff for addressing her questions and concerns. She noted that it has been a learning experience. She is uncomfortable with the glass recycling and would feel more comfortable if it was defined further. She also noted that she is extremely uncomfortable with the process, but the ownership is on the council and their motion at the February meeting.

ROLL CALL: Edinger, No; Miller, Aye; McEvers, Aye; Gookin, Aye; Evans, Aye; English, Aye. **Motion carried.**

Mayor Widmyer called for a 10 minute recess. Councilmember McEvers left the meeting at 7:32 p.m.

The meeting resumed at approximately 7:45 p.m.

PROCLAMATION: “Fair Housing Month”: Mayor Widmyer proclaimed the month of April as “Fair Housing Month” in the City of Coeur d’Alene. Virgil Edwards, Independent Living Trainer/Specialist with Disability Action Center, accepted the proclamation.

Angela McDonald, Disability Action Center, said that there will be a Fair Housing Forum on April 21st, featuring a number of experts on the subject of fair housing from a provider’s perspective. The event will be held in the Library Community Room. Contact the Disability Action Center at 664-9896 and they will email the link for registration.

Mr. Edwards thanked the mayor and city council and noted that he has a personal Fair Housing issue at the Hidden Hills residential community that he is dealing with. He noted that the disabled are vulnerable people who have no rights. He asked the public to get ahold of their legislators and the media. Mayor Widmyer asked Mr. Edwards to keep him updated.

Rick Van Horn commented that he lives across the street from Mr. Edwards and is not feeling like he has a secure place at Hidden Hills. He is also disabled and is afraid that he might end up on the street. Mayor Widmyer asked Mr. Van Horn to keep in contact with Mr. Edwards and keep the mayor updated.

PROCLAMATION: “Arbor Day Celebration Week”: Mayor Widmyer proclaimed the week of April 25-30, 2016 as “Arbor Day Celebration Week” in the City of Coeur d’Alene. Katie Kosanke, Urban Forestry Coordinator, accepted the proclamation.

Ms. Kosanke said that the Library will be having a “Trees are Great!” program for children on Wednesday, April 20th, at 10:00 a.m. The following week they will be distributing seedlings at the library. The Kootenai Arbor Day Committee is celebrating 30 years of giving seedlings to 4th grade students, for a total of 67,000 trees.

Marissa Koski, of Coeur d’Alene Charter School, provided the winning artwork this year. A sticker with the artwork will accompany each seedling given to the 4th graders. The artwork was designed by junior and senior high school students and select classes of 4th graders did the judging.

The Arbor Day Celebration will be held at McEuen Park on Saturday, April 30th, with a tree planting at 10:00 a.m. and free lunch at 11:30 a.m. The Native Plant Society will be hosting a couple of hikes on Tubbs Hill at 10:00 a.m. and 12:30 p.m. The City will be receiving its 32nd Tree City Award, and they will be distributing tree seedlings, door prizes, tree information, etc.

Councilmember Gookin said that the City gets a lot of flak whenever a tree goes down and asked Ms. Kosanke how many trees are planted in a year. Ms. Kosanke said that it varies by year, but this last year it was just under 500 trees, and some years depending on projects it goes up to 800 or more. They also plant a lot of seedlings in natural open space areas as well. The number of trees removed is minimal in comparison.

CONSENT CALENDAR:

1. Approval of Council Minutes for April 5, 2016 Council Meeting.
2. Approval of Bills as Submitted.
3. Approval of General Services Committee Minutes for the April 11, 2016 Meeting.
4. Setting of General Services and Public Works Committee meetings for April 25, 2016 at 12:00 noon and 4:00 p.m. respectively.
5. Approval of Transfer of Beer License from The Cellar to Anthony’s Coeur d’Alene; 1926 Riverstone Drive.
6. Setting of Public Hearing – ZC-1-16; Proposed Zone Change from MH8 to R-12, 3045 N. Fruitland Lane, for May 17, 2016.
7. **Resolution No. 16-021:** 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 APPROVAL OF ADDENDUM #3, AN EXTENSION OF AN AGREEMENT TO THE PROFESSIONAL SERVICES

CONTRACT WITH PANHANDLE AREA COUNCIL FOR GRANT ADMINISTRATION SERVICES; APPROVAL OF AN EASEMENT AGREEMENT WITH LEONA L. HASSEN AT 726 E. TUBBS HILL; APPROVAL OF AN ADDENDUM TO THE 2015-2016 SCHOOL RESOURCE OFFICER CONTRACT WITH NORTH IDAHO COLLEGE FOR SUMMER SCHOOL YEAR 2016; APPROVAL OF A SCHOOL RESOURCE OFFICER AGREEMENT FOR SCHOOL YEAR 2016-2017 WITH NORTH IDAHO COLLEGE; DECLARATION OF SURPLUS DRUG TASK FORCE VEHICLE – POLICE DEPARTMENT; AND DECLARATION OF SURPLUS USED EQUIPMENT – STREETS DEPARTMENT.

MOTION: Motion by English, seconded by Evans to approve the Consent Calendar as presented, including **Resolution No. 16-021**.

ROLL CALL: Miller, Aye; Gookin, Aye; Evans, Aye; English, Aye; Edinger, Aye.
Motion carried.

PUBLIC COMMENTS: There were none.

MAYOR & COUNCIL COMMENTS:

Councilmember Gookin asked that an item be placed on the next Council Meeting agenda for a discussion regarding the garbage collection fees charged to residents.

OPTIONS FOR THE CREATION OF A BIKE SHARE PROGRAM:

STAFF REPORT: Bill Greenwood, Parks & Recreation Director, and Bev Moss, Pedestrian and Bicycle Advisory Committee member, reviewed options for the creation of a bike share program as a way of making our city friendlier to bicycles. A bike share program would provide people the opportunity to check out or rent a bike from various locations around town. The city attempted to create their own bike share program more than 10 years ago by leaving bikes around town for people to use for free, but most of the bikes went missing. These kinds of programs are usually cumbersome to manage so the city hasn't seriously pursued a program since then even though it has been discussed for years. There are now companies that provide a turn-key service for bike share programs. The City's cost for this project is zero. The Zagster company that staff has been speaking with installs the infrastructure, provides the bikes, provides the repair and rebalancing contracts, and does their own tech support. Zagster would solicit sponsors to fund the program. If enough sponsors cannot be found, then the City would not initiate the program. Providing a bike share program will give both citizens and visitors a means to get around and recreate in the city that they may not have had the opportunity to do before. This will help the City reach its goal as a "silver status" Bike Friendly

Community and help the City achieve “All-Star” status in its “Let’s Move! Cd’A” program.

Ms. Moss noted that bike share programs are all over Europe, and there is also one in Seattle. Zagster is looking for creative ways to help communities that are small and mid-size to have public bike sharing programs at no cost to the cities. The system is fully automated. The company proposes 6 bike stations throughout the more populated areas of the city, with 40 bikes initially and about 80 parking places. The populations they are targeting are tourists, and young people who can’t afford cars. In regard to sponsorships, the company will come and talk to businesses, organizations, non-profits, etc. and then those sponsor names will be added to bicycle baskets and at the stations. Examples of other cities with bike share programs are Fort Collins, Colorado; Fort Wayne, Indiana; Lakeland, Florida; and Smyrna, Georgia.

A possible timeline was discussed. Zagster would like to come starting in May and solicit sponsors, but before they do that, they would like to have some assurance that the City is on board with the program. They would also need to know that they would be the only company doing a bike share program. They would also like a contact list of people provided by the City and someone who could answer questions from sponsors. They also want some assurance from the City that they would help with some operational needs and are asking for the council to approve the concept. In exchange, Zagster would provide sales, business development, marketing resources, fund raising, and the full bike share program. The company is willing at some point to share revenue back with the city.

Councilmember Edinger commented that the Parks & Rec Commission had this item on their agenda and they approved the concept. Councilmember Evans suggested that Mac Cavasar of the Ped/Bike Committee come forward to answer additional questions.

Councilmember English asked where the space for the program will come from. Mr. Cavasar said they are looking at everything from merchant space to street corner situations or parking spaces. If there is a parking spot that needs to be taken away, they want to be able to have some communication about it. They are also looking at North Idaho College and somewhere in the vicinity of the Coeur d’Alene Resort or Chamber of Commerce, and also somewhere around City Hall, the Library, Bakery by the Lake, and also near Kootenai Health and Midtown. Mr. Cavasar noted that the college does have a bike share program, which is primarily for college students.

Councilmember Gookin asked about the bike share program in Seattle and why it wasn’t viable. Ms. Moss said the City of Seattle is doing their own program and maintenance and it has been very costly for them. Councilmember Gookin asked what is preventing Zagster from just coming in and doing the bike share and asked if it wouldn’t just be allowed by code since they are not any different from any other business.

In regard to competition to other businesses, Mr. Cavasar said that there are bike shops in the area and one of the members of the Ped/Bike Committee owns a bike shop and doesn’t feel that it would be a competition situation for them as the bike share program appeals to a different customer.

Mayor Widmyer asked Mr. Adams about the issue of exclusivity. Mr. Adams said that he is not sure that the statutes allow for the City to grant an exclusive franchise.

Mr. Greenwood said that he would like to bring the proposal back once it is packaged as there are too many unanswered questions. Mr. Cavasar noted that the company is looking to set up the program in August, but feels that it may be too late in the season and that spring would be a better time.

Councilmember Miller said that she is not in support of the proposal. She noted that she was in Boise and saw the bike share program there. She also talked with Hilary Anderson, Community Planning Director, and did some of her own research. She commented that the Seattle bike share system had a \$1.4 million dollar bailout this year and it was because nobody was riding the bikes for the reason that there was insufficient infrastructure. The company's own blog cites that small cities under 100,000 have to have an adequate bus, rail or transportation system. Forbes said that it doesn't serve the underprivileged so it is difficult to get nonprofits on board. Councilmember Miller also noted that non-car users in our area are very limited, and that the program is not totally "no cost" if city staff is working on it.

MOTION: Motion by Edinger, seconded by Evans, to direct staff to explore options for the creation of a bike share program. **Motion carried with Councilmembers Miller and Gookin voting No.**

RESOLUTION 16-022

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO REMOVING THE TWO-DOLLAR (\$2.00) BURN PERMIT FEE FROM THE CITY'S FEE SCHEDULE AND AUTHORIZING THE FIRE DEPARTMENT TO UTILIZE THE IDAHO DEPARTMENT OF LANDS ON-LINE BURN PERMIT PROGRAM.

STAFF REPORT: Craig Etherton, Fire Inspector, requested council approval of a new Fee Schedule by City Council resolution, with the elimination of Burn Permit Fees and for council to allow the Fire Department to use the Idaho Department of Lands (IDL) on-line burn permit program. Inspector Etherton noted that the Idaho Department of Lands now has an online program for issuing yard waste and Slash burn permits. If the City were to join the online permit program, citizens would be allowed to go online from their own home or mobile device and apply for a permit. They could make this request 24/7 at their convenience. They would no longer have to drive to a fire station to obtain a permit.

Inspector Etherton said that currently the City charges \$2.00 for a 10 day yard waste burning permit. Last year they issued 154 permits for a total of \$308.00 to the General Fund. The

Fire Department does not have any internal program that is specifically funded by the revenues from burning permits.

MOTION: Motion by Evans, seconded by Edinger to approve **Resolution No. 16-020**, approving the New Fee Schedule Removing Fee for Burn Permits.

ROLL CALL: Gookin, Aye; Evans, Aye; English, Aye; Edinger, Aye; Miller, Aye.
Motion carried.

DISCUSSION REGARDING AMENDMENTS TO MUNICIPAL CODE CHAPTER 5.68 ENTITLED CHILDCARE FACILITIES

STAFF REPORT: Kathy Lewis, Deputy City Clerk, accompanied by Barbi Harrison, Administrator of Christ the King Child Development Center, and past President of the North Idaho Association for the Education of Young Children; Iris Siegler, Owner of Iris House, Chairman of the Childcare Commission, and Past Regional Director of the National Association of Family Childcare Providers; Samantha Tuscan, Child Care Resource Center Program Coordinator; and Annette Duerock, Registered Environmental Health Specialist, Panhandle Health, presented a request for council to direct staff to create an ordinance which would amend Municipal Code Chapter 5.68 to include the following: (1) Increase required training hours from 8 to 10 per year; (2) Require all providers to complete a full Safe Sleep Class once and follow safe sleep practices and have a Safe Sleep Policy; (3) Prohibitions on electronic nicotine delivery system or tobacco use when childcare is operating or within 25 feet of premises or within a vehicle when children are present; (4) Allow Code enforcement or other City approved inspectors to require additional heating or ventilation measures; (5) Require all providers to maintain current liability insurance in accordance with state code; and (6) Require all licensing documentation and fees to be submitted to the City by December 1 annually and provide additional penalties, including double fine for failure to submit documentation by deadline, or possible closure of facility, or revocation of license.

Councilmember Miller asked about inspections of the facilities. Ms. Lewis said that there is a state-wide remedy – anyone can call in a complaint. The complaint comes back to Ms. Lewis, and also goes to Panhandle Health if there is a health issue. Sometimes both code enforcement and the health inspector do the inspection depending on the issue.

Ms. Lewis noted that the Police Department has agreed to buy the monitors where they can measure the temperatures at the facilities.

Councilmember Miller asked about the requirement for mandatory training and if the training was available. Ms. Tuscan said that there are a lot of opportunities for training and Idaho STARS offers training on Safe Sleep online and there are also “face-to-face”

training opportunities in which a fee is charged. Scholarships are available through Idaho STARS.

Ms. Lewis also mentioned that last week 100 people attended “Safe Sleep” training sponsored by the Childcare Commission. Councilmember Evans thanked the commission for their work.

MOTION: Motion by Evans, seconded by Gookin to direct staff to draft amendments to Municipal Code Chapter 5.68 as presented. **Motion carried.**

ADJOURNMENT: Motion by Gookin, seconded by Evans, that there being no further business, this meeting adjourn. **Motion carried.**

The meeting adjourned at 8:39 p.m.

Steve Widmyer, Mayor

ATTEST:

Amy C. Ferguson, Deputy City Clerk

April 25, 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

John Mueller, Architects West

STAFF

Juanita Knight, Senior Legal Assistant
Bill Greenwood, Parks Superintendent
Monte McCully, Trail Coordinator,
Melissa Tosi, Human Resources Director
Troy Tymesen, Finance Director
Lee White, Police Chief
Dave Hagar, Police Captain
Steve Childers, Police Captain
Jim Hammond, City Administrator
Troy Tymesen, Finance Director
Steve Widmyer, Mayor
Mike Gridley, City Attorney
Numerous staff from Police and Fire

Item 1. Renewal of Smoke on the Water Agreement.
(Resolution No. 16-023)

Bill Greenwood is requesting Council approval of the renewal for Panhandle Parks Foundation agreement for the 2016-2018 seasons at McEuen Park. Mr. Greenwood said the PPF held a successful festival event in 2013 in City Park over Labor Day weekend. In 2014 and 2015 the Foundation moved their event "Smoke on the Water" to McEuen Park where it has grown into a sought after barbeque competition in the northwest. The PPF will pay the City for use of the parks. The fees cover booth space including vendors and concessions. Overtime costs that are associated with special events are also paid to the City by the event sponsor.

Council Member Miller asked if this is an event open to the public. Mr. Greenwood said it is. However, the BBQ competitors are cooking for the judges. Citizens can get tickets from the Panhandle Parks Foundation for taste testing. There will be additional vendors on site.

MOTION: by Evans, seconded by Miller, to recommend that Council adopt Resolution No. 16-023 approving the agreement with Panhandle Parks Foundation for the 2016-2018 seasons at McEuen park . Motion Carried.

Item 2. Kootenai Electric Cooperative Agreement.
(Resolution No. 16-023)

Monte McCully is requesting Council approve granting an easement to Kootenai Electric so they can build an electric transmission and distribution system in the Prairie Trail right-of-way. Mr. McCully said Kootenai Electric approached the City about acquiring this right-of-way so they can have a booster system in place to prevent brown-outs to homes during the peak-use season. Kootenai Electric offered the City \$2,680, or the appraised value of this property. Mr. McCully said the money received will go into the trails capital improvement line item of the parks budget to aid in future development of trails or trail connections. Council Member Edinger said the Parks and Recreation Commission recommended approval of this agreement.

MOTION: by Miller, seconded by Evans, to recommend that Council adopt Resolution No. 16-023 authorizing the sale of city property and approval of an Electric Line Right-of-Way Easement with Kootenai Electric. Motion Carried.

Item 3. McEuen Water Feature.
(AGENDA)

Bill Greenwood is requesting Council approve the concept and location of the McEuen Water Feature. Mr. Greenwood said the original McEuen redesign had a modern type fountain as one of the elements for the park. Due to cost restraints we were unable to provide that amenity at the time. The concept for this feature will be a naturalized waterfall. Mr. Greenwood added that the memorial for Sgt. Greg Moore will be placed at this site. He also noted that it will be private fundraising for this project and not from the Parks General Fund nor the Capital Fund.

Lee White, Chief of Police, said he spoke with Sgt. Moore's family as well as members of the Associations who all support this project and think it is an extraordinary plan.

Jon Mueller, Landscape Architect at Architects West, gave a presentation providing details of the proposed plan.

Council Member Miller asked who funded the current design. Mr. Greenwood said it came from the budget line 'Designer Fee' in the Parks Capital fund.

Council Member Miller asked what the discussion was surrounding this plan versus something for Sgt. Moore at the Fallen Heroes Park that is already in the city for that type of memorial. Mr. Greenwood said it stemmed from more respect for Sgt. Moore and it is something Mayor Widmyer has a vision for, who wanted to do something on a more grand design. Council Member Miller asked if any research had been done regarding the open water design and potential liability and risk to the City. Mr. Greenwood said not at this point. Staff is here today to see if Council will approve the concept and location. If approved, that type of research/information will be addressed at a later time. He pointed out that there is a similar stream bed at Independence Point that they've had no issues with.

Council Member Edinger questioned if taxpayer money will be used on this project. Mayor Steve Widmyer said the Fallen Hero's Plaza is a good plaza but it is very passive and not many people go there. He said this situation is so much bigger than that. The choice of this spot was his and he wants to see thousands of people, every year, go by this memorial and to be attracted to the water feature. There will be a stone with Sgt. Moore's likeness and story there. Having a spot for this project will better allow for raising private funds to complete this project. He said he is going to roll up his sleeves and work to raise the funds. He noted it is an ambitious goal, but he's up for the task. He said, as far as maintenance funds are concerned, the city has a parking structure that is in its infancy and we are just learning how to manage it. He said he was told by some parking folks that there are several hundred thousand dollars that the city can capture with changing a few managerial things, in the way we manage parking. This would be money that would go back into the Parks Capital and Parks Maintenance budgets. The Mayor said there is no one in this room more conservative than he is when it comes to spending taxpayer money but he believes this project is very important. He said there is so much caring and support in the community for Sgt. Moore that he believes raising the funding privately can be done.

Council Member Edinger asked if the City is setting a precedence by making this type of memorial for one officer. The Mayor said this is going to be a feature in the park. It is not going to be named Sgt. Moore's memorial. However, his likeness/monument will be part of the feature. Should we have another fallen hero, we could place another monument at this feature.

Council Member Evans asked if this feature is designed to be interactive similar to the Independence Point Stream. Mr. Mueller responded yes, they have that ability. He said this will be part of the discussion, should the concept and location be approved by Council.

Council Member Edinger said the Parks and Recreation Commission recommended approval of the concept and location.

MOTION: by Evans, seconded by Miller, to recommend that Council approve the concept and location of the McEuen Water Feature. Motion Carried.

**Item 4. Personnel Rule Amendments: Family Medical Leave & Appointed Officer and Department Heads
(Resolution No. 16-023)**

Melissa Tosi is asking Council to approve Personnel Rule amendments to Rule XI: Attendance and Leaves; Section 10 - Family Medical Leave (FML) and Rule XXV, Appointed Officers and Department Heads.

The proposed Personnel Rule amendments are regarding the following rules:

Amending Rule XI: Attendance and Leaves, Section 10. Family and Medical Leave (FML)

- (b) Definitions:
 - (2) Spouse: updated definition
 - (5) Next of Kin: added definition
 - (8) Covered Service Member: added definition
 - (9) Qualifying Exigency Leave: added definition
- (d) Allowable Uses
 - (4) Qualifying Exigency Leave and Military Caregiver Leave: added military family provisions
- (f) Use of Paid and Unpaid Leave: added language for clarification purposes on what paid leave policy applies

Amending Rule XXV: Appointed Officers and Department Heads, Section 2. Definitions (b)

- Adding Deputy City Administrator

MOTION: by Miller, seconded by Evans, to recommend that Council adopt Resolution No. 16-023 authorizing the proposed amendments to the Personnel Rules. Motion Carried.

**Item 5. Voluntary Separation Incentive Program (VSIP).
(Resolution No. 16-023)**

Melissa Tosi is requesting the Council approve a Voluntary Separation Incentive Program (VSIP) for employees desiring an early separation or retirement. Mrs. Tosi said in an effort to review and reduce personnel costs, the city would like to extend a VSIP to employees who meet the required criteria, with a separation date no later than December 31, 2017.

Key features of the program include the following components:

- Employee must voluntarily separate by December 31, 2017;
- After final approval, the separation date is irrevocable;
- Employee must be employed with the City of Coeur d'Alene in a position that includes benefits;

- A minimum of \$20,000 in total savings in the first two (2) years of separation;
- Employee would not be eligible for the Retirement Consultation Benefit in the Personnel Rules;
- 1% per year of service payout based on employees base annual wage;
 - Example: If employee makes \$60,000 per year x 1% at 23 years of service = \$13,800 paid as taxable wages on final check.
- 75% of the employees eligible total leave payout (vacation, sick and comp-time) will be contributed to the employees HRA/VEBA plan (tax-free plan);
- Employee agrees to opt out of medical insurance coverage with the City of Coeur d'Alene.

Council Member Miller asked how this will play into the 16-17 fiscal year budget. Mr. Tymesen said it would tie into the 16/17 budget nicely, as we are just beginning the budgeting process. The City should see material savings for the FY 16-17 budget by offering this program. Mr. Tymesen said this program also allows for reorganization and redesigning of job descriptions that could also benefit the City.

MOTION: by Miller, seconded by Evans, to recommend that Council adopt Resolution No. 16-023 approving the Voluntary Separation Incentive Program. Motion Carried.

The meeting adjourned at 12:37 p.m.

Respectfully submitted,

Juanita Knight
Recording Secretary

**PUBLIC WORKS COMMITTEE
MINUTES
April 25, 2016
4:00 p.m., Library Community Room**

COMMITTEE MEMBERS PRESENT

Councilmember Woody McEvers
Councilmember Dan Gookin
Councilmember Dan English

STAFF PRESENT

Dion Holton Water Dept. Utility Supervisor
Terry Pickel, Water Supt.
Gordon Dobler, Engineering Svcs. Dir.
Randy Adams, Deputy City Attorney
Amy Ferguson, Executive Asst.
Tim Martin, Street Superintendent
Dennis Grant, Eng. Proj. Mgr.
Jim Hammond, City Administrator
Troy Tymesen, Finance Director

**Item 1 V-16-2: Vacation of a Portion of 8th Street Right-of-Way Adjoining the Westerly
Boundary of Lot 5 of the Fraley Addition to the City of Coeur d'Alene Plat
Consent Calendar**

Dennis Grant, Engineering Project Manager, presented a request on behalf of the applicant, Nicholas and Alison Granier, for council approval of the vacation of a portion of 8th Street right-of-way that adjoins the western boundary of their property on the northeast corner of 8th Street and Elm Avenue. Mr. Grant stated in his staff report that the requested right-of-way was originally dedicated to the City of Coeur d'Alene in the Fraley Addition to the City of Coeur d'Alene plat in 1948. The vacation of the requested right-of-way would not have any financial impact on the City and would add approximately 841 square feet to the County tax roll. The purpose of the request is to be able to meet set back requirements to accommodate the proposed remodel of the existing home. All utilities are existing and in place, and there is no foreseeable use for the additional right-of-way.

Councilmember Gookin asked why the applicant wasn't requesting a vacation all the way to the existing curb. Mr. Grant said that there is room for a 5 foot sidewalk, if needed, but they have looked at the lot and it has a steep grade with no sidewalk on either side of the parcel, so there is no reason to put a sidewalk there. Councilmember Gookin further commented that his neighbor has the same problem in that when the City drew the property lines and put in the streets, they didn't match up the lines so that their property actually extends in to the right-of-way. He asked if the Council could just empower the Planning Department to make exceptions for cases like this or does the City always have to vacate? Mr. Grant said that he thought that if the Council wanted to change the code to have the Planning Department make the call, they could do that.

Councilmember McEvers asked if someone doesn't have enough right-of way, can they come and ask the City to give up right-of-way every time they want to do something out of the ordinary? He noted that it could snowball. Mr. Grant said that in his opinion it is better to use the existing code and vacation process. He commented that the application fee for a vacation is \$500.00, and said that, typically, if they don't think there is some merit to what is being requested, they won't bring it forward. Mr. Dobler said that the vacation process is really neutral on why the applicant is asking, and the department looks at application and determines if they see a future need for the right-of-way. Anyone can come in and ask for a vacation for whatever reason.

Councilmember English said that he is more comfortable having that kind of a decision made at the Council level versus the staff level. Mr. Dobler said that the only action the committee is taking is recommending that council set a public hearing, then it goes to a public hearing and the full council decides. If the City gives away public property, it depends on how it got the property. If the property was given to the public when the lots were platted and was dedicated on a plat to the City, then it just goes back to the adjacent property owner per Idaho Code. If the City has a piece of property that they actually bought, then it is a different process. Mr. Dobler confirmed that vacation requests are exclusively initiated by the property owners.

Councilmember McEvers asked how the process begins for a vacation. Mr. Dobler said that typically the owner begins the process for a variety of reasons such as wanting to build something, or wanting to own the right-of-way because it is in an alley they've been using as a driveway, etc.

MOTION: Motion by English, seconded by Gookin, to recommend that Council direct staff to proceed with the vacation process as outlined in Idaho Code Section 50-1306, and set a public hearing for June 7, 2016. Motion carried.

Item 2 Approval of T-Mobile Supplemental Agreement Consent Calendar

Terry Pickel, Water Superintendent, presented a request for council approval of a Second Amendment to the Option and Lease Agreement with T-Mobile West LLC for modifications to the current cell site at the Industrial Standpipe and adjustment of lease rates.

Mr. Pickel stated in his staff report that it is general practice for cellular providers to utilize existing infrastructure where available for cellular communications equipment. T-Mobile is proposing to expand their equipment on the Industrial Standpipe to increase the number of antenna panels from 9 to 11. After review of the original lease agreement and the first supplemental agreement, staff considered this a material modification and negotiated with T-Mobile Wireless for an increase in the monthly lease rate from \$1,343.64 a month to \$1,368.00 per month, with a yearly 3% escalation factor.

Councilmember McEvers asked if the money goes into a special fund. Mr. Pickel confirmed that the funds go to the Water Fund under miscellaneous revenue.

MOTION: Motion by Dan Gookin, seconded by Dan English, to recommend council approval of Resolution 16-___ authorization a Second Amendment to the Option and Lease Agreement with T-Mobile West LLC for modifications to the current cell site at the Industrial Standpipe. Motion carried.

Item 3 Award of Professional Services Contract for a Northeast Water Storage Facility Consent Calendar

Terry Pickel, Water Superintendent, presented a request for council authorization of a consultant contract with JUB Engineers, Inc. for engineering and consultant services for Phase I of the design and construction of a new Water Storage Facility in the northeast quadrant of the City.

Mr. Pickel stated in his staff report that in FY 2012 a Water Comprehensive Plan Update was completed for the Water Department. For storage, 3 additional storage facilities were anticipated. This project

entails one of the identified storage facilities, specifically for the northeast quadrant of the City to address summertime pressure fluctuations and to provide additional operational and fire storage capacity to support an Upper Zone expansion. The timeline calls for the storage facility to be online by FY 2018. The proposed contract with JUB Engineers would be for a total of \$66,140.00 for Phase I of the project, including four additional services thought to be beneficial for the project: (1) the upgrade of the existing Static Water Model to a Dynamic Flow Model which more accurately predicts pressure fluctuations and operational characteristics of the system, (2) Fernan Hill Booster Station 30% Design; (3) a web-based Public Outreach tool; and (4) professional services for Funding Support should alternative financing be chosen. Should an alternative funding source be chosen, a supplemental contract for additional professional services as support documentation would be required. From the three submittals received from the RFP sent out in early January, JUB Engineers was selected by a four person panel.

Mr. Pickel said that the project will probably be done in two to three phases. Their proposal is for phases one, two and three of the RFP. They are looking at various properties and the possibility of some different funding sources. Mr. Pickel confirmed that they do have CAP fees to fund the project, but they are also looking at the possibility of using the Drinking Water Revolving Fund.

Mr. Pickel said that the City only needs the storage tank three to five months out of the year for pressure fluctuations, but it also would help to enhance the other two tanks for additional fire flow. He also noted that they are also looking at doing a couple of public open houses in the areas of the proposed sites they are looking at.

Councilmember Gookin asked if Council has any options or input on the design of the storage tank. Mr. Pickel said there are about five different types of tank that they could do. Councilmember Gookin asked about opportunities for art. Mr. Pickel said that there would be opportunities for art and the reason they have done the sky blue color on the tanks is because it blends so well. They have talked with the Arts Commission a little bit about how the funding works and if they could utilize it for art on the site. Councilmember Gookin said that it might help to have something that is a little more visually appealing.

Councilmember English asked about roof space for leasing of cell phone towers. Mr. Pickel confirmed that there will probably be space.

Mr. Pickel confirmed that the Water Department is comfortable with using JUB Engineers for this project, and Councilmember Gookin commented that JUB had the most experience putting in this type of water tank. Mr. Pickel noted that they have built into the contract a series of updates to the council. The design will be reviewed by the council, the Water Department, and it will also have to be reviewed by the Department of Environmental Quality (DEQ).

MOTION: Motion by Gookin, seconded by English, to recommend council approval of Resolution 16-___ authorizing consultant contract with JUN Engineers, Inc. for provision of engineering and consultant services for Phase I of the design and construction of a new Water Storage Facility in the northeast quadrant of the City. Motion carried.

Item 4 Award of Professional Services Contract for Water Administration/Maintenance Facility

Consent Calendar

Terry Pickel, Water Superintendent, presented a request for council authorization of a contract with Architects West, Inc. to provide professional services to assess existing Water Department facilities and

property and to provide a proposed site plan for a new Water Department administration and maintenance building.

Mr. Pickel stated in his staff report that since the City acquired the public water system from Idaho Water, the Water Department has been moved several times, either due to expansion, transition of facilities, or contributing safety factors. Currently the Water Maintenance Shop, Street Department, Water Administrative Offices, Fire Station II, Training Tower, and the Police Department all occupy the same complex. As the city continues to grow, so do the needs of each of these public entities. Another contributing factor to a desire relocation is dramatic increase in traffic over the past decade making it extremely difficult to exit the yard safely. The professional services would include a space needs assessment, a physical inventory of existing Water Department structures, an assessment of existing Water Department property that could potentially be declared surplus and liquidated to help fund a new structure, and provision of a proposed site plan for a new location. An RFP was sent out in early February and two submittals were received. A three member panel reviewed the submittals and selected Architects West as the desired firm for the project.

Mr. Pickel said that they are looking at the possibility of moving to the city's Compost facility. They have also taken a look at the old Armory, but it doesn't fit their needs with what currently exists; however, they will reevaluate it. They are looking at building a large structure that would be expandable in the future that would house both the office and maintenance shop, and other outbuildings. They are thinking that about 4.5 acres would be available and it appears that the property is owned by the General Fund at this time. Part of the contract is to do a site plan and assess what they currently have.

Councilmember Gookin asked what the big picture budget is for this project. Mr. Pickel said that he looked at a clear span steel building with some modifications and they could get a 20,000 square foot building for right around \$350,000, which is just a basic shell, and then they would need a parking lot and access, water infrastructure, and maybe one outside storage building. The funds for the project would come out of the Water Fund.

Councilmember Gookin asked why this project wasn't in the Master Plan? Mr. Pickel said that at that time they weren't considering moving. He estimated that the total project would cost around a half million dollars, and they would also have to move the water fill station and make it accessible 24 hours a day. Mr. Pickel commented that the Compost Facility has the right zoning, is serviceable and has great access.

Councilmember English said that he thinks it is probably a necessary part of growth. He noted that he lives in Coeur d'Alene Place and drives up and down Ramsey Drive every day and it is a public safety issue due to the large traffic volume.

MOTION: Motion by English, seconded by Gookin, to recommend council authorize a professional services contract with Architects West, Inc. for a proposed project to assess existing Water Department facilities and property and provide a proposed site plan for a new Water Department administration and maintenance building.

DISCUSSION: Councilmember Gookin asked if this item would come back to the council for further review and approval. Mr. Pickel said that it would. Councilmember McEvers noted again that the move wasn't in any master plan. Mr. Pickel said that in the Water Comprehensive Plan they talked about expansion, but the Compost Facility location wasn't on the radar until about a year ago. He noted that the big question right now is how the project gets funded. Right now they are looking at what they need to

fund and what they can generate for revenue.

Motion carried.

Item 5 Authorization to Purchase Vehicle for Drainage Utility Lead Worker

Gordon Dobler, Engineering Services Director, presented a request for council approval of the purchase of a new ½ ton 4 x 4 truck that will be used by the new Drainage Utility Lead worker in the Street Department.

Mr. Dobler stated in his staff report that recently the Street Department hired a lead worker for the Drainage Utility. The responsibilities for this position include field monitoring of all Drainage Utility facilities, creating work plans, and managing work crews that perform a variety of maintenance and repair tasks for the Utility. This requires a dedicated vehicle, similar to the other lead workers. Dave Smith Motors submitted the low bid for the truck in the amount of \$28,729. The purchase of the vehicle is not in the current budget because it was not anticipated when budgets were submitted last year due, in part, because staffing for the lead worker position had not been finalized. There are adequate funds in the utility budget to absorb the cost without having to amend the budget.

Mr. Dobler noted that the current lead worker is driving whatever is available. Councilmember McEvers asked how this was missed in the budget. Mr. Dobler said that the position was still in flux this time last year. Councilmember Gookin said that he thinks the request should wait until next year and put it in the budget. He noted that if the money is already in the budget, then he would say there is too much money in the budget.

Councilmember English asked about the size of the Drainage Utility budget. Mr. Dobler said that the budget is about a half million dollars and there is about \$400,000 in facility operation that they don't have specific plans for, as those plans develop as the year goes on. What they don't use gets carried over. Councilmember English said that the request makes sense to him.

MOTION: Motion by English, seconded by McEvers, to recommend council approve the purchase of a new ½ ton 4 x 4 crew cab truck from Dave Smith Motors. Motion carried with Councilmember Gookin voting Nay.

[NOTE: The request was withdrawn after the meeting]

**Item 6 Request for Declaration of Surplus
Consent Calendar**

Dion Holton, Water Department Utility Supervisor, presented a request for council to declare the following equipment as surplus:

1. Miller gas powered welder and Trailer, Model AEAD-200LE
2. 20 HP Leeson 3ph booster pump motor
3. 225" of 12" pump column pipe from the 4th St. well
4. VMAC "Under Hood" air compressor with air tank
5. Air powered auto jack
6. 6" globe check valve
7. 2 Bell reducers

Mr. Holton stated in his staff report that the listed items have outlived their useful life and are taking up valuable storage space and are no longer needed by the Water Department. All items were offered to other departments and none indicated a need or use for them. The value to the City is minimal and staff proposes disposing of the items at auction to obtain their greatest return.

MOTION: Motion by Gookin, seconded by English, to recommend council declare the requested items as surplus and authorize staff to proceed to auction. Motion carried.

The meeting adjourned at 4:45 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison

Memorandum

TO: MAYOR & CITY COUNCIL

FROM: RENATA MCLEOD, CITY CLERK

DATE: APRIL 28, 2016

SUBJECT: SETTING OF PUBLIC HEARING DATE: MAY 17, 2016

I am requesting the City Council set a public hearing for the Council meeting scheduled for May 17, 2016, to hear public testimony regarding the City's intent to exchange real property and set a minimum value for property located at 201 Harrison Avenue with land abutting Wilbur Avenue.

PUBLIC WORKS COMMITTEE

STAFF REPORT

DATE: April 25, 2016
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: **V-16-2, Vacation of a portion of 8TH Street right-of-way adjoining the westerly boundary of Lot 5 of the Fraley Addition to the City of Coeur d'Alene plat.**

DECISION POINT

The applicant, Nicholas and Alison Granier, is requesting the vacation of a portion of 8th Street right-of-way that adjoins the westerly boundary of their property on the northeast corner of 8th Street and Elm Avenue (801 E. Elm Avenue). See attached exhibits.

HISTORY

The requested right-of-way was originally dedicated to the City of Coeur d'Alene in the Fraley Addition to the City of Coeur d'Alene plat in 1948.

FINANCIAL ANALYSIS

The vacation of the requested right-of-way would not have any financial impact on the City and would add approximately 841 square feet to the County tax roll. Although a minor amount, it would be a benefit to the municipality as tax revenue, and, to the land owner whose lot adjoins the strip of usable property.

PERFORMANCE ANALYSIS

The purpose of this request is to be able to meet set back requirements to accommodate the proposed remodel of the existing home. The applicant is requesting a 7.35 foot vacation along the 8th Street frontage. All utilities are existing and in place, and there is no foreseeable use for this additional right-of-way. Therefore, the vacation of this portion of right-of-way adjoining this parcel would not impact the City and would be a benefit to the property owner. See attached letter from the applicant.

RECOMMENDATION

Staff recommends to the Public Works Committee to proceed with the vacation process as outlined in Idaho Code Section 50-1306, and, to recommend to the City Council the setting of a public hearing for the item on June 7, 2016.

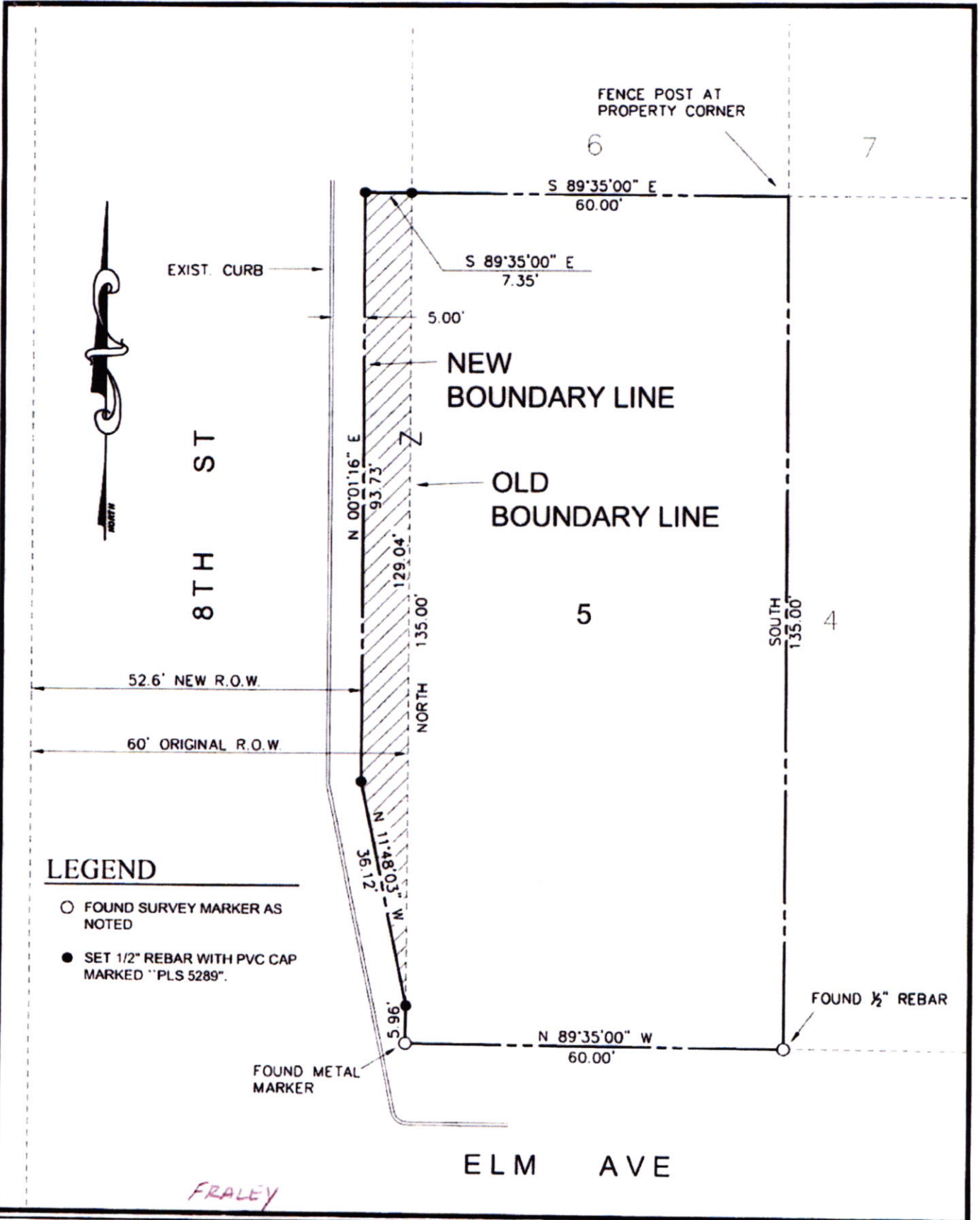
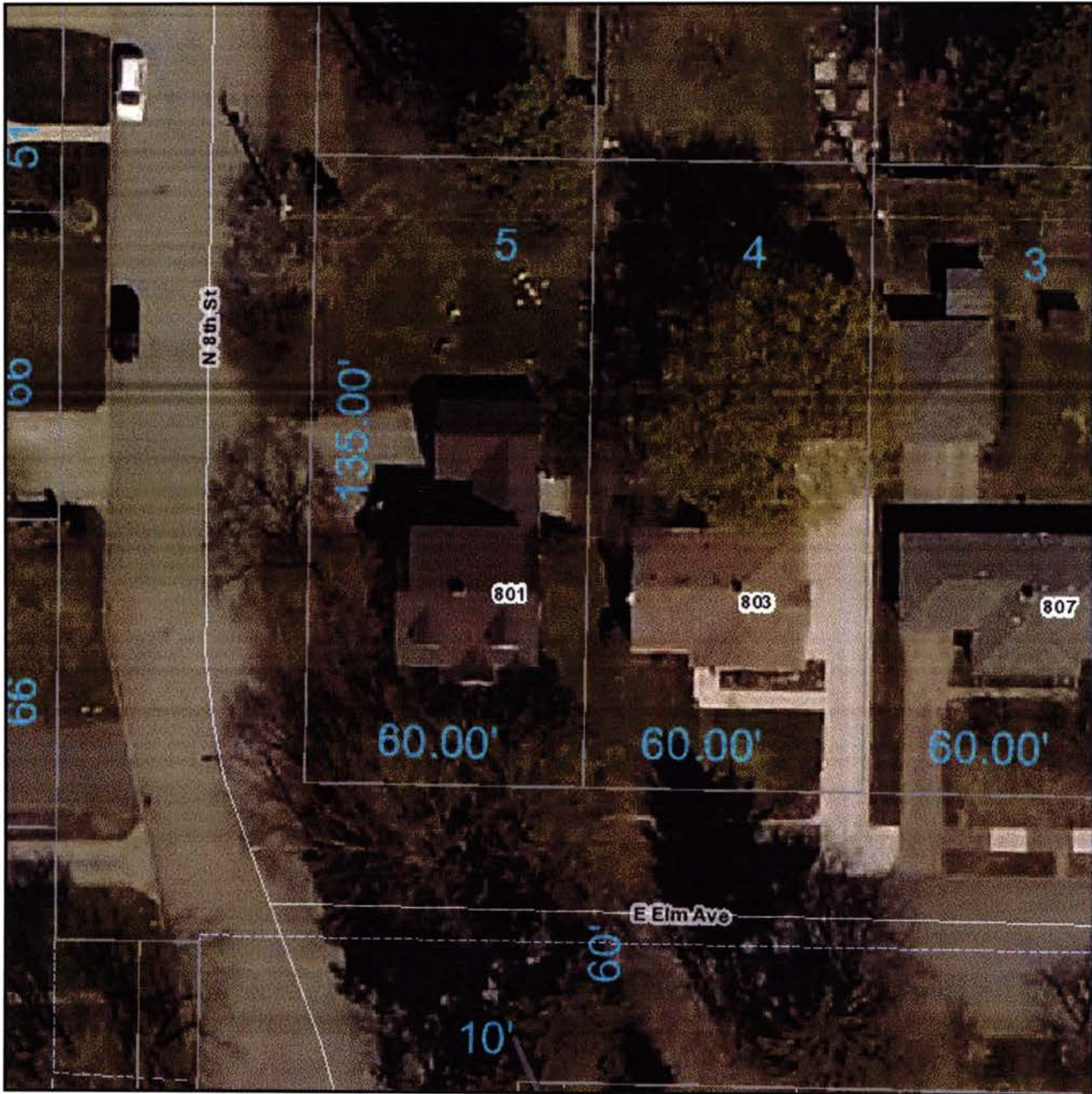


EXHIBIT OF LOT 5, FARLEY ADDITION TO THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY			FRAME & S METANA, PA Consulting Engineers 603 North 4th Street, Coeur d'Alene, Idaho, 83814 Ph (208)664-2121/Fax (208)765-5502/Email smetana@roadrunner.com	FS SHEET 1 OF 1
SCALE: 1"=20'	DATE: 3/28/16	FILE: F213		

V-16-2



To whom it may concern:

Thank you for considering our request for a partial vacation of the city right of way in order to accommodate a remodel on our existing home. This is something we have been planning for some time and various obstacles on the property have brought us to the conclusion that this represents the most favorable option to achieve our remodel goals with least disruption to the neighborhood.

Our intent is not to place any structures on or near the requested area of vacancy, only to apply the vacated area toward the necessary 20 foot setback for the driveway/garage. We believe this will allow us to move the garage forward and integrate the new garage into the existing residence, simultaneously eliminating the breezeway and enlarging our kitchen. With the current garage layout, we are unable to see our children in the backyard which represents a safety issue. While I understand the purpose of the right of way, the westernmost aspect of the right of way on our property is very erratic and varies from 4.5 to 13.5 feet. We had this recently confirmed with a survey we commissioned via our architect/contractor. The current proposal would result in a more consistent right of way of 5 feet. I have discussed with various individuals from the city engineering department that one of the intended purposes of this property may be for a future sidewalk. If this is necessary to implement in order to accommodate this request, we would be willing to accommodate, but there are currently no sidewalks on our side of the street for multiple blocks in either direction.

We are natives of the city Coeur d Alene and actively involved, productive citizens. We are very integrated with our neighborhood and value highly the relationships, safety, and accessibility to all the downtown amenities the area provides. When asked to provide addresses of properties within 300 feet, it pleased me greatly to realize that I was familiar with 90 percent of these neighbors. We are parents of a Bryan kindergartener and intend to keep our children at the school throughout the elementary years. We take pride in the ongoing improvement of the midtown neighborhood as well as the safety and economic vitality of these neighborhoods, and value the socioeconomic diversity of this area. We would be greatly saddened to leave, but think we would be forced to relocate if unable to remodel because of the visibility issue with our children's play area.

We are happy to come before the council and discuss our situation in person, or provide any additional supporting information that may be helpful. Thank you again for your consideration of our family situation and this vacancy request.

Sincerely,
Alison and Nick Granier

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kathy Lewis 4/26/16
Department Name / Employee Name / Date
Request made by: Kyle Helmhout 755-6225
Name / Phone
PO Box 1859 Council Bluffs IA 52816
Address

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

Niche(s): _____
Lot(s): 172, 173, _____, _____, _____, _____ Block: C Section: RIV

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

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

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

ACCOUNTING DEPARTMENT Shall complete the following:

Attach copy of original contract.
Vonnie Jensen
Accountant Signature

CEMETERY SUPERVISOR shall complete the following:

1. The above-referenced Lot(s) is/are certified to be vacant: Yes / / No
2. The owner of record of the Lot(s) in the Cemtery Book of Deeds is listed as:
Kyle Helmhout
3. The purchase price of the Lot(s) when sold to the owner of record was \$ 500⁰⁰ per lot.
[Signature] 4/26/16
Supervisor's Init. Date

LEGAL/RECORDS shall complete the following:

1. Quit Claim Deed(s) received: Yes / / No.
- Person making request is authorized to execute the claim: REA 4/26/16
Attorney Init. Date

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

City Clerk's Signature Date

COUNCIL ACTION

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

CEMETERY SUPERVISOR shall complete the following:

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

Cemetery Supervisor's Signature Date

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

BEER, WINE, AND/OR LIQUOR APPLICATION Expires March 1 annually

City of Coeur d' Alene
 Municipal Services
 710 Mullan Avenue
 Coeur d' Alene, Idaho 83814
 208.769.2229 Fax 769.2237

(Office Use Only) Amt Pd 166.67
 Rec No _____
 Date _____
 Date to City Council: 04-19-16
 Reg No. _____
 License No. _____
 Rv _____

Date that you would like to begin alcohol service 5/2016

Check the ONE box that applies:

<input type="checkbox"/>	Beer only (canned and bottled) not consumed on premise	\$ 50.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled) not consumed on premise	\$250.00 per year
<input type="checkbox"/>	Beer only (canned and bottled only) consumed on premise	\$100.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled only) consumed on premise	\$300.00 per year
<input checked="" type="checkbox"/>	Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
<input type="checkbox"/>	Beer and Wine (Draft, canned, and bottled) consumed on premise	\$400.00 per year
<input type="checkbox"/>	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
<input type="checkbox"/>	Transfer of ownership of a City license with current year paid Beer-to go only \$6.25 Beer- Can, Bottled only COP \$12.50 Beer- Draft, can, bottled COP \$25 Wine additional \$25 Consumed on premise yes no Transfer from _____ to _____	\$

Business Name	<u>Renee's Downtown LLC DBA Fine Brewed Ramsey</u>
Business Mailing Address	3853 N Ramsey Rd <u>PO Box 1547</u>
City, State, Zip	<u>Coeur d'Alene ID 83814</u>
Business Physical Address	<u>3853 N Ramsey Rd.</u>
City, State, Zip	<u>Coeur d'Alene ID 83814</u>
Business Contact	Business Telephone: <u>2086613052</u> Fax: _____ Email address: <u>Kreneeb@live.com</u>
License Applicant	<u>Kathryn Renee Bordelan</u>
If Corporation, partnership, LLC etc. List all members/officers	<u>LLC</u> <u>Kathryn Renee Bordelan 100%</u>

RESOLUTION NO. 16-023

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 APPROVAL OF RENEWAL OF PANHANDLE PARKS FOUNDATION AGREEMENT FOR "SMOKE ON THE WATER" EVENT; APPROVAL OF PRAIRIE TRAIL RIGHT-OF-WAY EASEMENT AGREEMENT WITH KOOTENAI ELECTRIC; APPROVAL OF AMENDMENT TO RULE XI, SECTION 10 (FAMILY MEDICAL LEAVE), AND RULE XXV (APPOINTED OFFICERS AND DEPARTMENT HEADS) OF THE PERSONNEL RULES; APPROVAL OF VOLUNTARY SEPARATION INCENTIVE PROGRAM (VSIP); APPROVAL OF T-MOBILE WEST LLC SECOND AMENDMENT TO OPTION AND LEASE AGREEMENT; APPROVAL OF PROFESSIONAL SERVICES CONTRACT WITH JUB ENGINEERS, INC., FOR PHASE I OF DESIGN AND CONSTRUCTION OF WATER STORAGE FACILITY IN THE NORTHEAST QUADRANT OF THE CITY; APPROVAL OF PROFESSIONAL SERVICES CONTRACT WITH ARCHITECTS WEST, INC., FOR PRELIMINARY SITE DESIGN FOR ADMINISTRATION/MAINTENANCE FACILITY; DECLARATION OF SURPLUS EQUIPMENT – WATER DEPARTMENT; AND SS-1-16: APPROVAL OF FINAL PLAT, SUBDIVISION AGREEMENT & SECURITY APPROVAL FOR KERR COMMERCIAL TRACTS.

WHEREAS, it has been recommended that the City of Coeur d'Alene 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 documents attached hereto as Exhibits "A through I" and by reference made a part hereof summarized as follows:

- A) Approval of Renewal of Panhandle Parks Foundation Agreement for "Smoke on the Water" Event;
- B) Approval of Prairie Trail Right-of-Way Easement Agreement with Kootenai Electric;
- C) Approval of Amendment to Rule XI, Section 10 (Family Medical Leave), and Rule XXV (Appointed Officers and Department Heads) of the Personnel Rules;
- D) Approval of Voluntary Separation Incentive Program (VSIP);
- E) Approval of T-Mobile West LLC Second Amendment to Option and Lease Agreement;
- F) Approval of Professional Services Contract with JUB Engineers, Inc. Phase I of Design and Construction of Water Storage Facility in the Northeast Quadrant of the City;

- G) Approval of Professional Services Contract with Architects West, Inc. for Preliminary Site Design for Administration/Maintenance Facility;
- H) Declaration of Surplus Equipment – Water Department;
- I) SS-1-16: Approval of Final Plat, Subdivision Agreement & Security Approval for Kerr Commercial Tracts;

AND;

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to enter into such agreements 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 matters as set forth in substantially the form attached hereto as Exhibits "A through I," 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 3rd day of May, 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: April 25, 2016
From: Bill Greenwood, Parks & Recreation Director
SUBJECT: RENEWAL OF PANHANDLE PARKS FOUNDATION AGREEMENT
(City Council - Action Required)

DECISION POINT:

The Panhandle Parks Foundation has requested to renew their agreement for the 2016, 2017 and 2018 season at McEuen Park. The Parks and Recreation Commission has recommended the approval of this renewal to General Services.

HISTORY:

The Panhandle Parks Foundation held a successful festival event in 2013 in City Park over Labor Day weekend. In 2014 and 2015 the Foundation moved their event "Smoke on the Water" to McEuen Park where it has grown into a sought after barbeque competition in the northwest.

FINANCIAL ANALYSIS:

Panhandle Parks Foundation will pay the city for use of the parks by fees established per resolution. The fees cover booth space including vendors and concessions. Overtime costs that are associated with special events are also paid to the city by the event sponsor. The event covers all costs associated with the event.

PERFORMANCE ANALYSIS:

The Panhandle Parks Foundation is looking to continuing their annual "Smoke on the Water" BBQ event. This agreement will be renewable for three years at the conclusion of the 2018 season.

DECISION POINT:

Recommend to City Council the approval of the renewal for Panhandle Parks Foundation agreement for the 2016, 2017 and 2018 season at McEuen Park.

LEASE AGREEMENT

THIS CONTRACT, made and entered into this 3rd day of May, 2016, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under the laws of the State of Idaho, hereinafter called "City," and **PANHANDLE PARKS FOUNDATION**, with its principal place of business at 212 Ironwood Drive, Suite D PMB 124, Coeur d'Alene, Idaho 83815, hereinafter called "Parks Foundation,"

WITNESSETH:

THAT, WHEREAS, the Parks Foundation has been operating and managing a festival at McEuen Park for the past two years. The event hosted by the Parks Foundation may include, but is not limited to, Arts and Craft vendors, food vendors, and entertainers. The event will be held annually during the last full weekend of August (Friday, Saturday and Sunday), the Parks Foundation will be allowed to begin setting up for the event on Friday, and the event will be open to the public on Saturday and Sunday. This agreement will be for 2016, 2017 and 2018, and will be renewable for three years at the conclusion of the 2018 season upon request of the Parks Foundation.

NOW, THEREFORE, IT IS AGREED that, for and in consideration of the covenants and agreements set forth herein that, the Parks Foundation is awarded this agreement according to the terms set forth herein and under the penalties expressed herein.

Section 1. Definition: For purposes of this agreement, the term "employee" shall include the board members of the Parks Foundation and any volunteers who would assist the Parks Foundation during the event.

Section 2. Community Relations: The Parks Foundation agrees its employees will be courteous and informed about the community, and will assist with questions from tourists and other park users about the community.

Section 3. Appropriate Attire: The Parks Foundation agrees its employees must be appropriately dressed in either an approved T-shirt or polo shirt with identifying logo, and approved shorts if shorts are preferred instead of pants. Approval must be received from the Parks & Recreation Director. It will not be permissible to operate the event in other apparel without prior written approval.

Section 4. Staffing: The Parks Foundation agrees that the event must be staffed by at least six employees at all times.

Section 5. Health Permit: The Parks Foundation agrees that all food vendors are to obtain a health permit as required by law for a food concession that may be part of the event. The permit must be placed in a conspicuous place on the concession facility. The permit number must correspond to the number on the facility. The health permit is required to be provided to the City Clerk by August 1, 2016, for the 2016 event, and on the same date each succeeding year of the event. Failure to

submit the required health permit within the above stated time may result in the City denying the Parks Foundation a permit for the event. The purpose of the permit is to protect the public.

Section 6. Food: The Parks Foundation may allow all foods within the scope of the health permit.

Section 7. Non-food Items: The Parks Foundation agrees to review all requests for items to be sold at the event and shall not allow items that may be deemed to be dangerous or illegal.

Section 8. Refuse: The Parks Foundation agrees that the park and surrounding site must be kept clean at all times, with trash, garbage, and waste disposed of in an appropriate manner.

Section 9. Conflicting Projects: The Parks Foundation understands and agrees that during the term of this agreement the City or agents of the City may commence projects involving downtown public properties which may result in the City canceling this agreement for a given year pursuant to the notice provision in Section 24 below entitled “Notice”.

Section 10. Waiver: The Parks Foundation understands that during the term of this agreement, the City may undertake repairs to the City’s Park and/or amenities, which may interfere with the Parks Foundation operation in the park. The Parks Foundation specifically waives any claim as to lost profits or business, and costs and expenses, which may result from said repair activities.

Section 11. Indemnification/Hold Harmless: The Parks Foundation agrees to indemnify and hold harmless the City from any and all liability, loss or damage which the City may suffer arising out of, or in connection with, negligent or wrongful acts, errors and omissions of the Parks Foundation, or its agents or employees. The Parks Foundation further agrees, at the Parks Foundation’s sole cost and expense, to defend the City against all claims made against it arising out of this agreement, including any claims resulting from the operation of the Parks Foundation event or in connection with negligent or wrongful acts, errors and omissions of the Parks Foundation, or its agents or employees.

Section 12. Site Specifications: The Parks Foundation agrees to the following site specifications,

- A. Booth size: 10 ft. x 10 ft. for arts and crafts booths; 10 ft. x 20 ft. for food booths.
- B. Heat source: propane or whisper quiet generator.
- C. Electricity is available but must be verified by the Parks & Recreation Department 30 days prior to event.
- D. Cooling source: battery, ice, propane, or whisper quiet generator
- E. All food concessions must be self-contained. Ice chests, canisters, etc. cannot be stored next to cart.
- F. The concessions must be kept clean throughout the event.

Section 13. Term: The City shall grant an event permit to the Parks Foundation for the last full weekend in August, to include Friday, Saturday and Sunday, for the event to be held in McEuen Park for the years 2016, 2017 and 2018.

Section 14. Consideration: In consideration for the permit to operate and maintain said event at the said location, the Parks Foundation shall pay the Parks & Recreation Department the fees set by resolution for such events. Fees for any Alcohol Permit shall be one base fee for the duration of event, along with security staff fees for the hours required. The fees must be paid in full within 30 days after the event each year.

Section 15. City Ordinances: The Parks Foundation shall abide by all City Ordinances and resolutions, included but not limited to Municipal Code Chapter 4.05 - Parks and Public Property.

Section 16. Fire Protection: All tents, canopies or membrane structures must be certified flame resistant where food is being prepared and all food vendors must have a fire extinguisher and comply with the Coeur d'Alene Fire Department Permit for Temporary Tents and other Membrane Structures. A One-hundred Dollar (\$100.00) inspection fee shall be charged to the sponsor for booth inspections, to include food and non-food booths.

Section: 17. Glass Containers: The Parks Foundation shall not dispense drinks in glass containers nor shall it allow vendors to dispense drinks in glass containers.

Section 18. Violation of Regulations: The Parks Foundation agrees that any violation of regulations, contract, or ordinance, or any evidence of collusion, may result in criminal prosecution and/or in the revocation of the permit, forfeitures of the full consideration, and the denial of a request by the Parks Foundation to renew, host or resubmit a proposal for an event for a period of three (3) years.

Section 19. Non-transferable: The Parks Foundation also agrees and understands this agreement cannot be transferred to another host/sponsor without permission of the City.

Section 20. Parking: The Parks Foundation agrees that its employees and vendors shall park in lawfully designated parking spaces. Neither the Parks Foundation employees, agents, or vendors shall park vehicles adjacent to the concessions, arts and crafts booths, or entertainment areas for longer than thirty (30) minutes. Violation of this provision shall be considered a material breach of this agreement.

Section 21. Event Information: The Parks Foundation will submit the following information to the Parks & Recreation Department at least 30 days prior to event: number of arts and crafts vendors, and the names, addresses and phone numbers of arts and crafts vendor contacts; number of food vendors, with specific needs for power, and the names, addresses and phone numbers of food vendor contacts; and the names, addresses and phone numbers of entertainers and hours of entertainment. The Parks Foundation agrees it will meet with the Parks & Recreation Department at least 60 days prior to an event to review access for the vendors, entertainers, etc., site layout, fee structure, and any potential changes in the event venue. "Access" generally relates to vehicle access prior to the event

for setting up and taking down. Specific access points will be identified and monitored by the Parks & Recreation Department so the event does not cause unnecessary damage, or wear and tear, to the park. The Parks Foundation will meet with the Parks & Recreation Department one week before the event to review final details.

Section 22. City's Option to Terminate Lease: The City may at any time, with ten (10) days' written notice, terminate this lease. The notice of the exercise by the City of its option to terminate the lease for no cause shall be given in the same manner as notice of termination in case of default.

Section 23. Forfeiture of Permit: It is understood that time is of the essence and, should the Parks Foundation fail to perform all of the covenants herein required of them, the City may declare the permit forfeited. However, before declaring such forfeiture, the City shall notify the Parks Foundation in writing of the particulars in which the City deems the Parks Foundation to be in default and the Parks Foundation shall have three (3) days to remedy the default.

Section 24. Notice: Any notice, including notice of default resulting from failure to perform, shall be made by placing the written particulars in the United States Mail addressed to the Parks Foundation at the address above, with proper postage affixed. Any notice required herein to be given to the City shall be written and deemed received by the City when personally delivered to the office of the City Clerk, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814. In lieu of service by mail, a notice of default and/or of termination may be served in the manner provided for the service of pleadings or other papers under the Idaho Rules of Civil Procedure, Rule 5(b).

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

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

LESSEE:
PANHANDLE PARKS FOUNDATION

By: _____
Steve Widmyer, Mayor

By: _____
President

By: _____
Renata McLeod, City Clerk

By: _____
Vice President

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 3rd day of May, 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 May, 2016, before me, a Notary Public, personally appeared _____ and _____ known to me to be the **President and Vice President**, respectively, of the **Panhandle Parks Foundation** and the persons who executed the foregoing instrument and acknowledged to me that said Panhandle Parks Foundation 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: _____

GENERAL SERVICES STAFF REPORT

DATE: 4/25/2016

FROM: Monte McCully, Trails Coordinator

SUBJECT: Kootenai Electric Right-of-way Easement (City Council – action required)

DECISION POINT:

The Parks and Recreation Commission has recommended to General Services that the city approve selling an easement to Kootenai Electric so they can build an electric transmission and distribution system in the Prairie Trail right-of-way.

HISTORY:

Kootenai Electric approached the city about acquiring this right-of-way so they can have a booster system in place to prevent brown-outs to houses during the peak-use season. The parks and recreation department reviewed the plans, made changes and asked for compensation.

FINANCIAL ANALYSIS:

Kootenai Electric has offered us \$2,680, or the appraised value of this property. This money will go into the trails capital improvement line item of the parks budget to aid in future development of trails or trail connections.

PERFORMANCE ANALYSIS:

This electric transmission and distribution system is located in an area of the trail that has 100 feet of right-of-way. We asked them to place it against the property line so it is as far out of the way as possible. It will not hinder any use of the trail or maintenance of the right-of-way.

DECISION POINT RECOMMENDATION:

Does General Services recommend to City Council that the city approve selling an easement to Kootenai Electric so they can build an electric transmission and distribution system in the Prairie Trail right-of-way.



SO#: 239024

Taken By: _____

WO#: 15463

ELECTRIC LINE RIGHT OF WAY EASEMENT

KNOWN ALL MEN BY THESE PRESENTS, that the undersigned, _____
City of Coeur d'Alene, a municipal corporation organized and
existing under the laws of the state of Idaho, for good and
valuable consideration, the receipt and sufficiency of which is hereby acknowledged,
does hereby grant unto Kootenai Electric Cooperative, Inc., an Idaho nonprofit
corporation (hereinafter referred to as the "Cooperative") whose mailing address is
2451 W. Dakota Ave. Hayden, Idaho, 83835, and to its successors or assigns, an
easement and the right to enter upon the undersigned's real property situated in the
County of Kootenai State of Idaho, Township 51N, Range 4W,
Section 33, and more particularly described as follows:

(SEE ATTACHED EXHIBIT "A")

This easement shall in all events provide the Cooperative the right to construct, operate and maintain an electric transmission and/or distribution line and/or system on or under the above-described real property; and the right to inspect and make such repairs, changes, alterations, improvements, removals from, substitutions and additions to its facilities as Cooperative may from time to time deem advisable, including, by way of example and not by way of limitation, the right to increase or decrease the number of conduits, wires, cables, hand holes, manholes, connection boxes, transformers and transformer enclosures. The scope and purpose of this easement and right-of-way shall not be limited to the provision of service to the subject property. The Cooperative shall have the continuing and unconditional right to utilize the easement and the right-of-way to reasonably operate and maintain its electric transmission and/or distribution lines and/or system to provide service to all other portions of its service territory. The Cooperative shall also have the right to cut, trim and control the growth by machinery or otherwise of trees and shrubbery located within fifteen (15) feet of the center of said line or system, or that may interfere with or threaten to endanger the operation and maintenance of said line or system (including any control of the growth or other vegetation in the right of way which may incidentally and necessarily result from the means of control employed); and to keep the easement clear of all buildings, structures, or other obstructions.

The undersigned agrees that all of the Cooperative's poles, wires and all other equipment and facilities of any nature whatsoever, including but not limited to any main service entrance equipment, installed in, upon or under the above described real property shall remain as the Cooperative's sole property. All of such property shall be removable at the sole option of the Cooperative without the giving of any advance notice.

The undersigned covenants that it is the owner of the above-described real property and that said real property is free and clear of encumbrances and liens of any nature whatsoever which would in any way frustrate or interfere with the easement rights granted to the Cooperative herein.

Dated this 3rd day of May, 20 16.

ATTEST

City of Coeur d'Alene

Renata McLeod, City Clerk

X _____

By: Steve Widmyer

Its: Mayor

STATE OF IDAHO)
 : ss.
County of Kootenai)

On this 5th day of May, 202016, before me personally appeared Steve Widmyer & Renata McLeod, who by me being personally sworn, declared that (s)he is the Mayor & City Clerk of City of Coeur d'Alene, that (s)he signed the foregoing document in his/her duly authorized capacity for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first written above.

(SEAL)

Notary Public in and for the State of Idaho
Residing At: _____
My Commission Expires: _____

Revised February 16, 2016

EXHIBIT "A"
EASEMENT DESCRIPTION

That portion of the abandoned Union Pacific Railroad right of way (Centennial Trail) located in the Northeast Quarter of Section 33, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, being more particularly described as follows:

Beginning at the northwesterly corner of Lot 26, Block 1, Coeur d' Alene Industrial Park as shown in Book F, Page 30 in the records of Kootenai County, Idaho, and considering the northerly line of said Lot 26 to bear N 52° 34' 18" W with all bearings contained herein relative thereto;

Thence N 52° 34' 18" W along said northerly line a distance of 29.00 feet;

Thence N 37° 25' 42" E 25.00 feet;

Thence S 52° 34' 18" E 108.00 feet;

Thence S 37° 25' 42" W 25.00 feet to a point on said northerly line;

Thence N 52° 34' 18" W along said northerly line a distance of 79.00 feet to the point of Beginning.

Containing 2700 square feet more or less.

W.O. 15463

Rev: 1/21/2016

THE POWER OF ELECTRICITY



...MANAGEMENT DISCUSSION AND ANALYSIS CONTINUED.

Other elements of our financial performance during 2013 include:

- Introduced a new rate design and rates during November 2013.
- New connects were 525 in 2013 compared to 327 in 2012.
- Completed 21.3 miles of new distribution line.
- Served 23,812 meters at year end 2013.
- Demonstrated ongoing strength in our key financial ratios.
- Completed the Julia Street Substation.
- Made a \$3.7 million prepayment to our employee pension plan resulting in lower contributions in future years.
- Retired \$1.1 million in member capital credits during 2013.

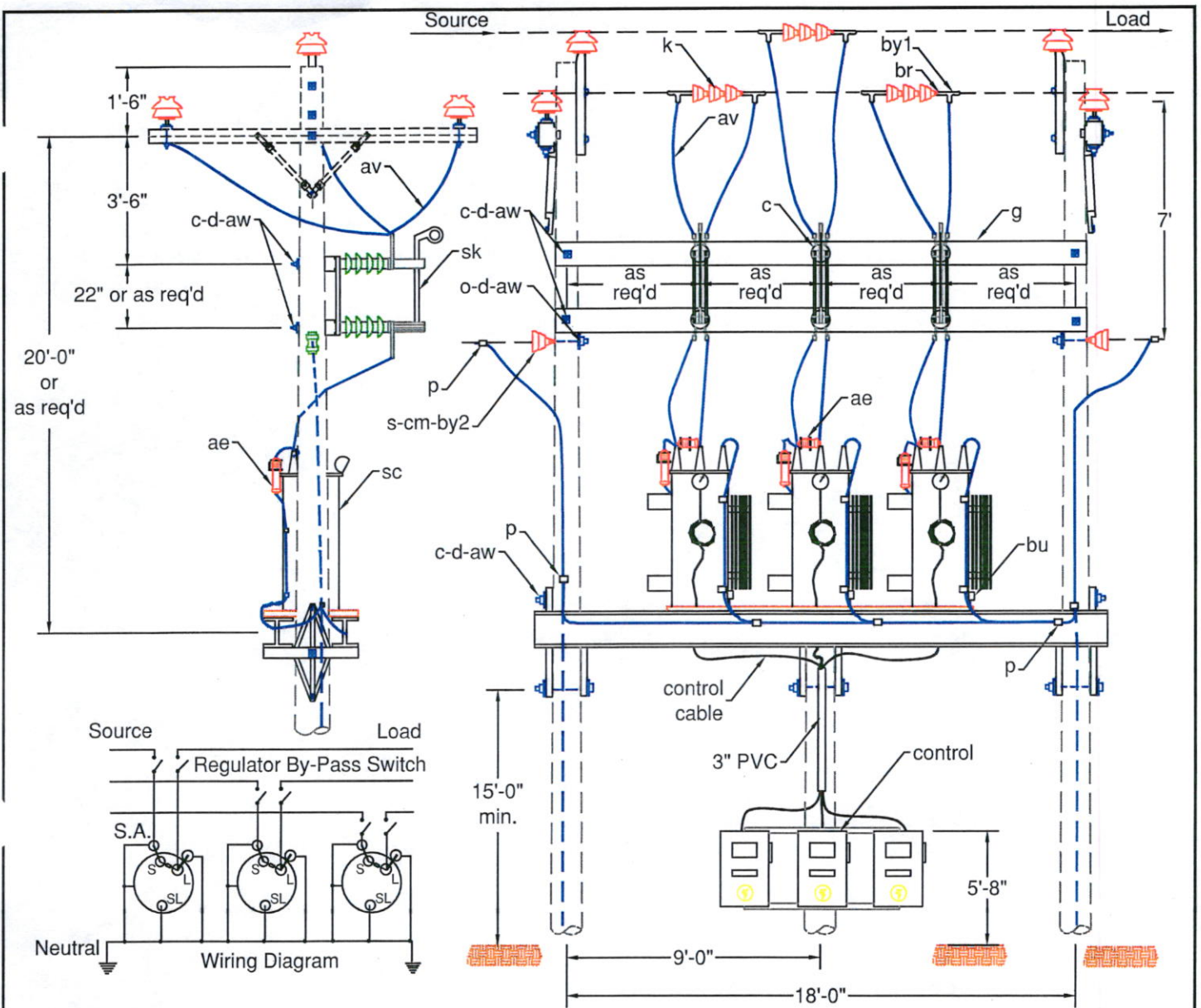
ZDR

Terence D. Robinson CPA, MBA
Manager of Finance & Accounting/CFO

THE CALM BEFORE THE STORM IS NOTHING COMPARED TO THE CALM WE RESTORE AFTERWARDS.

KEC's line crews are committed to helping members weather any storm – before, during and after. We'd like to recognize all electric line crews for the services they perform around the clock in dangerous conditions to keep the power on and protect the public's safety.





Notes:

1. VM7-13 is used for 14.4/24.9 kV construction.
2. All structural timber and planks to be treated as per REA specification DT-5B.
3. Specify that tank grounding connector (item "bu") be furnished by the regulator manufacturer.
4. Jumpers to be rated for ampacity of line.
5. The 20' platform allows sufficient room for the various regulator sizes and manufacturers differences.

ITEM	#	MATERIAL	ITEM	#	MATERIAL
ae	6	Arrestor, lightning, 10 kV	d	10	Washer, curved, 3" x 3"
av	200'	Wire, jumpers	ek		Locknut (as req'd)
aw		Washer, double coil spring lock (as req'd)	g	2	Treated timbers, 6" x 6" x req'd length
by1	8	Deadend, clamp or auto	k	11	Insulator, suspension, 14.4kV
bu	6	Connector, tank, grounding	o	2	Bolt, eye, 5/8"
c	6	Bolt, machine, 5/8" x req'd length w/ nut	p		Connector (as req'd)
c	12	Bolt, machine, 1/2" x req'd length w/ nut	sc	3	Control, electronic, regulator
c	8	Bolt, machine, 3/4" x req'd length w/ nut	sk	3	Switch, bypass, 25 kV
d	4	Washer, square, 2-1/4" x 2-1/4"		1	20' Platform & (1) pole support kit, double "I" beam

DESIGN LIMITS:

ENGINEER:

ISSUE DATE:



REV:	DATE:

**THREE VOLTAGE REGULATORS
PLATFORM MOUNTED**

DWG NO.

VM7-13

To: General Services

From: Melissa Tosi; Human Resources Director

Re: Personnel Rule Amendments

Date: April 25, 2016

Decision Point: The City Council is requested to approve the amendments to Rule XI, Attendance and Leaves, Section 10. Family Medical Leave (FML) and Rule XXV, Appointed Officers and Department Heads, amendments include the following:

Amending Rule XI: Attendance and Leaves, Section 10. Family and Medical Leave (FML)

- (b) Definitions:
 - (2) Spouse: updated definition
 - (5) Next of Kin: added definition
 - (8) Covered Service Member: added definition
 - (9) Qualifying Exigency Leave: added definition
- (d) Allowable Uses
 - (4) Qualifying Exigency Leave and Military Caregiver Leave: added military family provisions
- (f) Use of Paid and Unpaid Leave: added language for clarification purposes on what paid leave policy applies

Amending Rule XXV: Appointed Officers and Department Heads, Section 2. Definitions (b)

- Adding Deputy City Administrator

History: Since 1993, the FMLA has provided unpaid, job-protected leave for those living with a serious health condition or caring for a family member with a serious health condition. The military leave provisions being added to the FML policy, Qualifying Exigency Leave and Military Caregiver Leave, afford FMLA protections specific to the needs of military families.

In 2015, Rule XXV, Appointed Officers and Department Heads, was updated. At that time, Administration was departmentally organized to not include the Deputy City Administrator position in staffing. Therefore, the Deputy City Administrator title was not included in the update. Currently, staffing needs have shifted and we are currently recruiting to fill the position of Deputy City Administrator. As a result, the Deputy City Administrator needs to be incorporated back into Rule XXV.

The proposed Personnel Rule amendments were posted at a minimum of ten (10) consecutive days before this meeting, with no comments being received.

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

Performance Analysis: Our goal is to provide a clear and consistent document for personnel rules that efficiently communicates information and various policies to employees.

Recommendation: The City Council is requested to approve the amendments to Rule XI, Attendance and Leaves, Section 10. Family Medical Leave (FML) and Rule XXV, Appointed Officers and Department Heads.

SECTION 10. Family Medical Leave (FML)

(a) Purpose/Intent

The purpose of this rule is to provide employees a general description of their rights and duties under the Family and Medical Leave Act (FMLA) of 1993. The FMLA allows eligible employees to take up to 12 weeks of unpaid, job-protected leave for specified family and medical reasons.

(b) Definitions: For the purposes of this section, the following terms have the following meanings:

- (1) 12-Month Period: a rolling 12-month period immediately preceding the FMLA request.
- (2) Spouse: A husband or wife in a marital community as defined and recognized under federal law. Spouses who both work for the City have a combined twelve (12) weeks total leave in a 12 month period for the birth of a Child, placement of a Child for adoption or foster care, or for the care of a sick Parent.
- (3) Child: Biological, adopted, foster, step, a legal ward, or a child of a person standing *in loco parentis* (day-to-day responsibilities). The child must be under 18 years of age or incapable of self-care because of physical or mental disability regardless of age.
- (4) Parent: Biological, adoptive, foster, step, or an individual who stood in loco parentis (day-to-day responsibilities or financial support) to an employee when the employee was a child.
- (5) Next of Kin (military caregiver leave): Nearest blood relative, other than the Spouse, Parent, son, or daughter.
- (6) Certification: Completed medical certification from a health care provider that provides details regarding the treating physician, applicable medical facts, amount of leave needed, and any additional information that supports the request for FML.
- (7) Serious Health Condition: Illness, injury, impairment or physical or mental condition that involves inpatient care or continuing treatment by a health care provider.
- (8) Covered Service Member: Current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy.
- (9) Qualifying Exigency Leave: Military family leave taken for any qualifying exigency (as defined by U.S. Department of Labor regulations) arising out of the fact that a covered military member is on active duty or call to active duty status.

(c) Eligible Employees

To qualify, an employee must meet the following conditions:

- (1) Has worked for the City for at least twelve (12) months; and
- (2) Has worked at least 1,250 hours in the 12-months immediately preceding the FMLA request.

(d) Allowable Uses

Eligible employees may take up to 12 workweeks of leave in a 12-Month Period for one or more of the following reasons:

- (1) For the birth and care of a newborn Child or placement of a Child for adoption or foster care;
- (2) To care for a Spouse, Child or Parent with a Serious Health Condition;
- (3) For a serious health condition that makes the employee unable to perform their essential job functions; or

- (4) For any Qualifying Exigency for a Spouse, Child or Parent when the Covered Service Member is on covered active duty in support of a contingency operation.

An eligible employee may also take up to 26 workweeks of leave during a single 12-month period to care for a covered servicemember with a serious injury or illness, when the employee is the spouse, son, daughter, parent, or next of kin of the servicemember (military caregiver leave).

(e) Notification and Certification

- (1) Employees are required to give a 30-day advance notice when the need for the leave is foreseeable. An "Employee Request for Family Medical Leave" form shall be completed by the employee and returned to the Human Resources Department.
- (2) A completed and sufficient certification issued by the health care provider will be required to determine eligibility for FML. FML may be denied if these requirements are not met.

(f) Use of Paid and Unpaid Leave

- (1) An employee requesting FML because of a birth, adoption or foster care placement of a Child must use any accrued vacation and comp time leave prior to being eligible for unpaid FML, unless under the care of a health care provider for a condition which would allow the employee to be eligible to use accrued sick leave.
- (2) An employee who is requesting FML because of the employee's own serious health condition or the serious health condition of an eligible family member must use all paid vacation, comp time, and sick leave before being eligible for unpaid FML.
- (3) An employee who is requesting military FML for a qualifying exigency must use all paid vacation and comp time leave prior to being eligible for unpaid FML leave.
- (4) An employee who is requesting FML for military caregiver leave must use all paid vacation, comp time, and sick leave in lieu of unpaid FML.
- (5) Sick leave will run concurrently with FML if the reason for the FML is covered by the established sick leave policy.
- (6) If the employee exhausts their accrued paid leave, the employee will be granted the remainder of FML as unpaid in order to receive the full 12 weeks.

(g) Continuation of Coverage

- (1) An employee granted FML will continue insurance coverage under the same conditions as coverage would have been provided if the employee had been continuously working during the leave period.
- (2) Employee contributions for health insurance will continue to be required, either through payroll deduction (where the employee has used accrued paid leave), or by direct payment to the City Finance Department. Payment for employee contributions will be due by the last working day of the month.
- (3) If the employee's contribution is more than one month late, the City may terminate the employee's insurance coverage or elect to advance the employee contribution, in which case, the employee will be required to reimburse the City for delinquent payments upon returning from leave.
- (4) The employee will be required to sign a written statement at the beginning of the leave period authorizing the payroll deduction for delinquent payments. Employee contribution amounts are subject to any change in rates that occur while the employee is on leave.
- (5) Employees should contact the Human Resources Department to discuss their rights and obligations for continuation of any current benefits they are receiving. Employees must make

arrangements for payment of their portion of their benefit costs or discontinuation of those benefits will occur.

(h) Intermittent Leave Requests

- (1) The FMLA permits employees to take leave on an intermittent basis or to work a reduced schedule under certain circumstances.
- (2) Intermittent/reduced schedule leave may be taken when medically necessary to care for a seriously ill family member, or because of the employee's serious health condition.
- (3) Intermittent/reduced schedule leave may be taken to care for a newborn or newly placed adopted or foster care child only with the employer's approval.

RULE XXV: APPOINTED OFFICERS AND DEPARTMENT HEADS

SECTION 2. Definitions

For the purposes of this section, the following terms have the following meanings:

- (a) Appointed Officers: The City Administrator, City Attorney, City Clerk and City Finance Director.
- (b) Department Heads: All appointed officers and the Building Services Director, Community Planning Director, [Deputy City Administrator](#), Engineering Services Director, Fire Chief, Human Resources Director, Library Director, Parks and Recreation Director, Police Chief, Street Superintendent, Wastewater Superintendent and Water Superintendent.
- (c) City Administrator: The person appointed by the Mayor and approved by the City Council to fill the position of City Administrator in the adopted classification and compensation plan.
- (d) Library Director: The person appointed by the Library Board of Trustees to fill the position of Library Director in the adopted classification and compensation plan.

To: Mayor Widmyer and City Council

From: Melissa Tosi, Human Resources Director
Troy Tymesen, Finance Director

Re: Offering a Voluntary Separation Incentive Program (VSIP)

Date: May 3, 2016

Decision Point: The City Council is being asked to approve a Voluntary Separation Incentive Program (VSIP) for employees desiring an early separation or retirement.

History: In an effort to review and reduce personnel costs, the City would like to extend a VSIP to employees who meet the required criteria, with a separation date no later than December 31, 2017.

Through the program, an eligible employee would receive 1% per year of service payout based on the employee's base annual wage in the preceding twelve (12) months from their separation date.

The vacancy created by the separation would provide the City the opportunity to review the need for the position, possibly restructure or fill the position at a lower entry wage. The incentive will allow an opportunity for departments to strategically plan their future resources while realizing financial savings.

The last time an incentive was offered to employees was 2012. City Council approved sixteen (16) separations with an approximate savings of \$481,115 in total wages.

The program is for any employee who meets the qualifying criteria and who might be interested in pursuing other personal or professional opportunities. Key features of the program include the following components:

- Employee must voluntarily separate by December 31, 2017;
- After final approval, the separation date is irrevocable;
- Employee must be employed with the City of Coeur d'Alene in a position that includes benefits;
- A minimum of \$20,000 in total savings in the first two (2) years of separation;
- Employee would not be eligible for the Retirement Consultation Benefit in the Personnel Rules;
- 1% per year of service payout based on employees base annual wage;
 - Example: If employee makes \$60,000 per year x 1% at 23 years of service = \$13,800 paid as taxable wages on final check.
- 75% of the employees eligible total leave payout (vacation, sick and comp-time) will be contributed to the employees HRA/VEBA plan (tax-free plan);
- Employee agrees to opt out of medical insurance coverage with the City of Coeur d'Alene.

The VSIP has been discussed with the Executive Team, which agrees the program would provide cost savings as well as allow departments to plan for future succession development.

Financial Analysis: While it is unknown how much employee interest the program will generate, it will provide an option for employees who may be interested in separating, but need financial assistance to help make the transition and also creates the opportunity for personnel savings. The cost of the incentive would essentially be funded by the wage savings generated by an employee's separation and from overall savings through vacancies.

Performance Analysis: In the past, similar separation incentive programs have produced cost saving opportunities for the City.

Recommendation: The City Council is being asked to approve the proposed Voluntary Separation Incentive Program.

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: April 25, 2016
FROM: Terry W. Pickel, Water Superintendent
SUBJECT: Approval of T-Mobile Supplemental Agreement

=====

DECISION POINT:

Water Department Staff requests Council approval of a Second Amendment to the Option and Lease Agreement with T-Mobile West LLC for modifications to the current cell site at Industrial Standpipe and adjustment of lease rates.

HISTORY:

It is general practice for cellular providers to utilize existing infrastructure where available for cellular communications equipment. This saves them the cost of constructing very expensive towers. Such is the case with the two Water Department Standpipes, Industrial and Prairie. Sprint/Nextel and New Cingular Wireless/AT&T leased space on the top of the Prairie Standpipe. Cricket Wireless and T-Mobile leased space on the Industrial Standpipe. Cricket terminated their contract in 2015 and removed their equipment leaving T-Mobile the sole lessee on the Industrial Standpipe. T-Mobile is now proposing to expand their equipment on the standpipe. Their last Supplemental Agreement to the contract limited the number of antenna panels to 9. They are now proposing to increase that to 11 panels.

FINANCIAL ANALYSIS:

As previously mentioned, the cellular provider initially presented a proposal to add 2 additional antenna panels to the Industrial Standpipe antenna array. After review of the original lease agreement and the first supplemental agreement revealed that a limit on the number of panels was in place, staff considered this a material modification and negotiated with T-Mobile Wireless for an increase in the monthly lease rate. The provider is currently paying a monthly lease rate of \$1343.64. The proposed supplemental agreement will increase the lease rate by \$24.36 to \$1368.00 per month, which is what Cricket Wireless was paying with a similar array, with a yearly 3% escalation factor.

PERFORMANCE ANALYSIS:

In return for use of the water system facilities, the cellular providers are charged a monthly lease rate. Typically at the time of contract negotiations, staff has compared similar lease rates in the region. The rate and escalation factors are then negotiated and entered into the contract. As this was deemed a material change to the original lease agreement and related supplemental agreement, staff felt it was justified to review the current lease rates. New Cingular Wireless/AT&T is currently paying a monthly lease rate of \$1300.00. T-Mobile is currently paying a lease rate of \$1343.64. Cricket Wireless was paying a lease rate of \$1368.00 prior to decommissioning their site. Similar leases in the Idaho/Washington area range from \$750 to \$2200 and on the west coast up to \$3200. Staff felt that \$1368.00 per month would be appropriate for the proposed changes. A supplemental agreement has been submitted

DECISION POINT/RECOMMENDATION:

Staff requests City Council approval authorizing the Mayor to sign the proposed Second Amendment to the Option and Lease Agreement with T-Mobile West LLC to allow installation of additional antennas and an adjustment in lease rates for the Industrial Standpipe.

SECOND AMENDMENT TO OPTION AND LEASE AGREEMENT

THIS SECOND AMENDMENT TO OPTION AND LEASE AGREEMENT ("Second Amendment") is made and entered into on May 3, 2016 ("Effective Date"), by and between City of Coeur d'Alene, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, ("Landlord"), and T-Mobile West LLC, a Delaware limited liability company, formerly known as T-Mobile West Corporation, a Delaware Corporation as successor-in-interest to VoiceStream PCS III, Corporation, a Delaware corporation, as successor-in-interest to VoiceStream PV/SS PCS L.P., by VoiceStream PV/SS PCS Holdings L.P., its General Partner, a Delaware limited partnership ("Tenant") (Collectively the "Parties").

Recitals

The Parties hereto recite, declare and agree as follows:

A. Landlord and Tenant entered into that certain Option and Lease Agreement dated December 16, 2003, as amended by that certain First Amendment to Option and Lease Agreement dated November 13, 2014 (collectively the "Agreement") with respect to real property owned by Landlord and located at 4945 Industrial Avenue, Coeur d'Alene, Idaho 83815, State of Idaho (the "Property") for Tenant's use of a portion thereof (the "Premises") as described in the Agreement.

B. Landlord and Tenant desire to enter into this Second Amendment in order to modify and amend certain provisions of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant covenant and agree as follows:

1. Landlord Consent. Landlord hereby grants Tenant the right and consents to Tenant's modification of the Premises and the installation of one (1) two foot (2') diameter microwave dish and one (1) three foot (3') diameter microwave dish as described and depicted in on Exhibit "2-1", which is attached hereto and by this reference incorporated herein, which equipment shall be considered part of the "Communication Facilities" under the Agreement and the areas occupied by such equipment as part of the defined Premises.

2. Rent and Costs. The Rent that Tenant pays Landlord will be increased by Twenty Four and 36/100 Dollars (\$24.36) per month, to One Thousand Three Hundred Sixty-Eight and 00/100 Dollars (\$1,368.00) per month as of thirty (30) days from the earlier to occur of: (a) the date of commencement of construction for the modification of the additional equipment, or (b) the date of the last party to execute this Second Amendment, partial months to be prorated as applicable. Thereafter, Rent shall be payable in accordance with the terms of the Agreement.

3. Landlord Obligations. Notwithstanding anything to the contrary contained in the Agreement, Landlord shall be responsible, at its sole cost and expense, for maintaining all portions of the Property in good order and condition and in compliance with all applicable laws, including without limitation, the roof, any support structure owned by Landlord, HVAC, plumbing, elevators, landscaping and common areas.

4. Assignment/Sublease. Section 17 of the Agreement is hereby modified to include the following language at the conclusion thereof:

Landlord shall have the right to assign and transfer this Agreement only to a successor owner of the Property. Only upon Tenant's receipt of written verification of a sale, or transfer of the Property, shall Landlord be relieved of all liabilities and obligations and Tenant shall look solely to the new Landlord for performance under this Agreement. Landlord shall not attempt to assign, or otherwise transfer this Agreement separate from a transfer of ownership of the Property (a "Severance Transaction") without the prior written consent of Tenant, which consent may be

reasonably withheld or conditioned in Tenant's sole discretion. If Tenant consents to a Severance Transaction, Landlord and its successors and assigns shall remain jointly and severally responsible for the performance of all duties and obligations of the Landlord under this Agreement. Subject to Tenant's consent as required above, however, if a Severance Transaction occurs, Landlord and its successors and assigns shall remain responsible for the performance of all of the on-going duties and obligations of the Landlord under this Agreement, including, without limitation, any provisions relating to the furnishing of access or utilities and neither Landlord nor its assignee or any Rent payee shall suffer or permit any interference with Tenant's rights or operations of the Communication Facilities. A Severance Transaction shall not modify the terms of this Agreement in any way. A Severance Transaction shall not modify the terms of this Lease in any way.

5. Terms; Conflicts. The terms and conditions of the Agreement are incorporated herein by this reference, and capitalized terms used in this Second Amendment shall have the same meanings such terms are given in the Agreement. Except as specifically set forth herein, this Second Amendment shall in no way modify, alter or amend the remaining terms of the Agreement, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Agreement and this Second Amendment, the terms and conditions of this Second Amendment will govern and control.

6. Approvals. Landlord represents and warrants to Tenant that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Second Amendment, or if any such third party consent or approval is required, Landlord has obtained any and all such consents or approvals.

7. Authorization. The persons who have executed this Second Amendment represent and warrant that they are duly authorized to execute this Second Amendment in their individual or representative capacity as indicated.

IN WITNESS WHEREOF, the parties have executed this Second Amendment on the day and year first written above.

LANDLORD:

TENANT:

**City of Coeur d'Alene, Kootenai County, Idaho,
a municipal corporation organized and existing
under the laws of the state of Idaho**

**T-Mobile West LLC,
a Delaware limited liability company**

By: _____
Name: **Steve Widmyer**
Title: **Mayor**
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

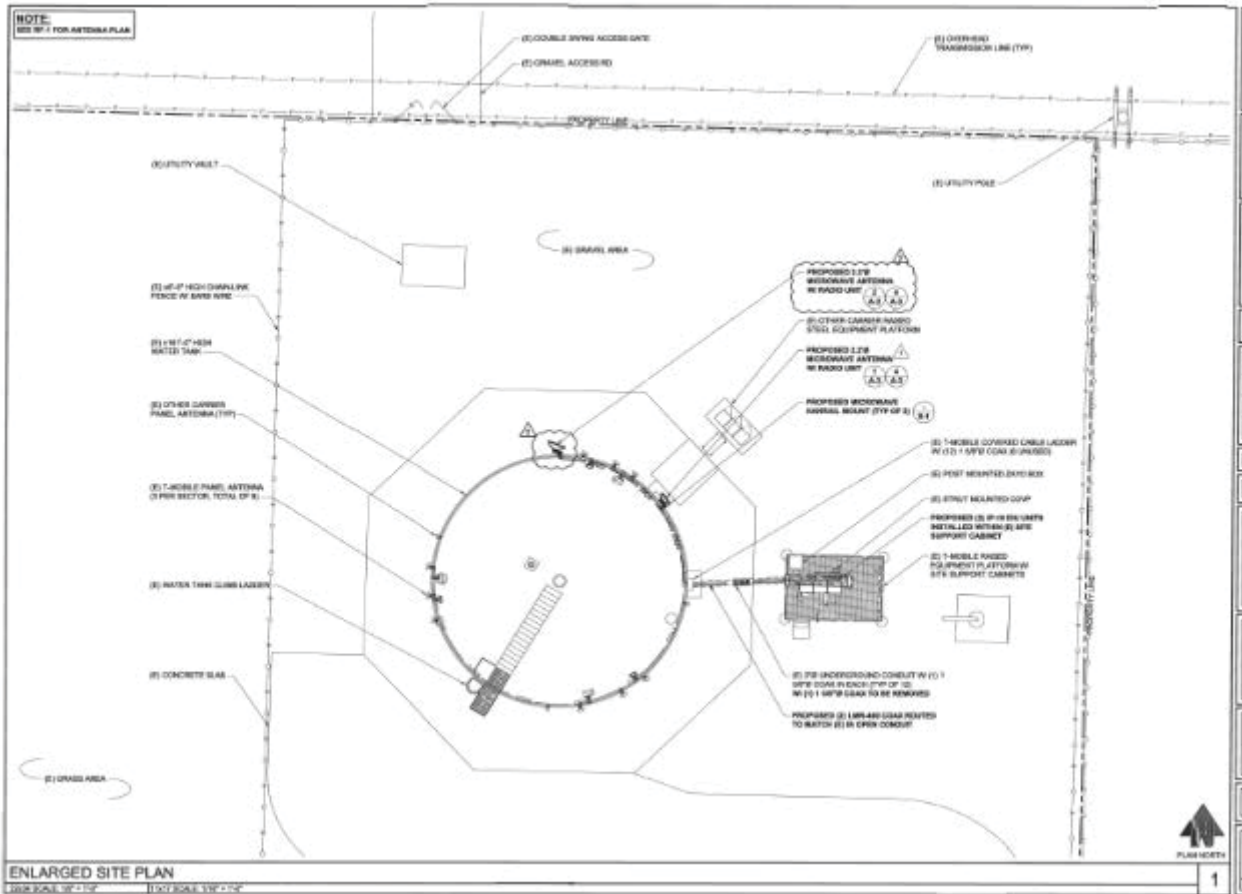
Joel Linderoth
Digitally signed by Joel Linderoth
DN: cn=Joel Linderoth, o=J&B Partners, LLP, ou=Legal
Dept, email=jel@j&bpartners.com, c=US
Date: 2015.04.12 13:00:13 -0700

Renata McLeod, City Clerk

EXHIBIT 2-1

to the Second Amendment to Option and Lease Agreement dated _____, 2016, entered into by and between the City of Coeur d'Alene, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, ("Landlord"), and T-Mobile West LLC, a Delaware limited liability company ("Tenant").

The location of the Premises within the Property is more particularly described and depicted as follows:



**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: April 25, 2016
FROM: Terry W. Pickel, Water Superintendent
SUBJECT: Award of Professional Services Contract for a Northeast Water Storage Facility

=====

DECISION POINT: Staff requests that Mayor and Council authorize a consultant contract with JUB Engineers, Inc. for engineering and consultant services for Phase I of the design and construction of a new Water Storage Facility in the northeast quadrant of the city.

HISTORY: In FY 2012, a Water Comprehensive Plan Update was completed for the Water Department. The plan reviewed the public water system in great detail in regards to management, operations and maintenance, and growth. Any perceived operational deficiencies, immediate and anticipated for the future, were identified in the plan. The plan projected timelines at 2012 growth rates when improvements would be required to address a potential deficiency in order to maintain a consistently high level of service for our customers. The plan identified production, storage and distribution upgrades that would be necessary to meet peak demands to the anticipated time of build out of our existing service area. For production, it was anticipated that 3 additional wells would be required. For storage, 3 additional storage facilities were anticipated. For distribution, some oversized transmission mains are anticipated. This particular project entails one of the identified storage facilities, specifically for the northeast quadrant of the City to address summertime pressure fluctuations and to provide additional operational and fire storage capacity to support an Upper Zone expansion. The timeline calls for the storage facility to be online by FY 2018. As these kinds of projects can typically take two to three years to construct, we are beginning the project now in anticipation of being online by early FY 2018.

FINANCIAL ANALYSIS: JUB Engineers, Inc. has submitted a proposal for completion of Phase I of the project at \$57,319.00. The initial proposal also included four additional services thought to be beneficial for the project. The proposed additional services included: The upgrade of our existing Static Water Model to a Dynamic Flow Model which more accurately predicts pressure fluctuations and operational characteristics of the system for \$8,821.00; Fernan Hill Booster Station 30% Design for \$16,273.00; A web based Public Outreach tool for \$7,696.00; and professional services for Funding Support should we choose alternative financing for \$14,863.00. One of the additional services that staff would like to include under this contract is the Dynamic Flow Model. It would be extremely beneficial for fine tuning of this project as well as helpful for researching pressures and flows throughout the system for any future project. The proposed contract would be for a total of \$66,140.00 for Phase I of the project. Any necessary property acquisition, other than assistance with doing so, would be outside of this contract. The current FY 2016 budget line item is \$350,000.00. Should an alternative funding source be chosen, we would need to do a supplemental contract for the additional professional services as support documentation would be required.

PERFORMANCE ANALYSIS: A request for proposals was published in early January for the Northeast Water Storage Facility. Three submittals were received, those being from: JUB Engineers, Inc., Welch Comer and Associates, Inc. and Murray-Smith and Associates, Inc. JUB Engineers was selected by a four person panel in February and staff commenced negotiations for a contract proposal. One factor of this project that staff felt was highly important was to be transparent with the neighbors in the area(s) selected for the new facility. We want to provide them sufficient information to encourage their support of the project and welcome a friendly design scheme. Another important factor is to keep Mayor and Council routinely informed of the project progress and any potential problems along the way. Consequently public open houses and several Council Meetings are included in the proposal.

DECISION POINT/RECOMMENDATION: Staff requests that Council authorize the Mayor to enter into a consultant contract with JUB Engineers, Inc. for provision of engineering and consultant services for Phase I of the design and construction of a new Water Storage Facility in the northeast quadrant of the city.

PROFESSIONAL SERVICES AGREEMENT
between
CITY OF COEUR D'ALENE
and
J-U-B ENGINEERS, INC.
for
THE NORTHEAST WATER STORAGE FACILITY DESIGN
AND CONSTRUCTION SERVICES, PHASE I

THIS Agreement, made and entered into this 3rd day of May, 2016, between the CITY OF COEUR D'ALENE, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City," and J-U-B Engineers, Inc., an Idaho corporation, with its principal place of business at 7825 Meadowlark Way, Coeur d'Alene, ID 83815, hereinafter referred to as the "Consultant,"

W I T N E S S E T H:

Section 1. Definitions. In this agreement:

- A. The term "City" means the City of Coeur d'Alene, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814.
- B. The term "Consultant" means J-U-B Engineers, Inc., and subconsultants thereof.
- C. The term "Mayor" means the mayor of the city of Coeur d'Alene or his authorized representative.

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

Section 3. Scope of Services.

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

Section 4. Personnel.

- A. The Consultant represents that it has or will secure at its own expense all personnel required to perform its services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.

B. All of the services required hereunder will be performed by the Consultant or under his direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

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

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

Section 6. Compensation.

A. Subject to the provisions of this Agreement, the City shall pay the Consultant the total sum of **Sixty Six Thousand One Hundred Forty Dollars and NO/100 (\$66,140.00)**.

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

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

Section 8. Termination of Agreement for Cause. If, through any cause within the Consultant's reasonable control, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall, after providing the Consultant reasonable time to remedy the deficiency, thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days

before the effective date of such termination. In that event, all finished or unfinished hard copy documents, data, studies, surveys, and reports or other material prepared by the Consultant under this agreement shall, at the option of the City, become the City's property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred.

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

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

Section 11. Equal Employment Opportunity.

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

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

C. The Consultant further agrees, in consideration of securing this agreement, to comply with all the requirements of **Attachment 1**, which by this reference is incorporated herein.

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

Section 13. Assignability.

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

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

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

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

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

City may make and retain copies of Documents for information and reference in connection with use on the Project by the City. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by the Consultant, as appropriate for the specific purpose

intended, will be at the City's sole risk and without liability or legal exposure to the Consultant and Consultant's subconsultants. To the extent allowed by law, the City shall indemnify and hold harmless the Consultant and Consultant's subconsultants from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.

Section 17. Audits and Inspection. The Consultant shall provide access for the City and any duly authorized representatives to any books, documents, papers, and records of the Consultant that are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. The Consultant shall retain all records pertinent to the project for three years after final payment or after all matters related to the project are resolved, whichever is later.

Section 18. Jurisdiction; Choice of Law. Any civil action arising from this Agreement shall be brought in the District Court for the First Judicial District of the State of Idaho in and for the County of Kootenai, State of Idaho. The law of the state of Idaho shall govern the rights and obligations of the parties.

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

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

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

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

Section 23. City Held Harmless. The Consultant shall save, hold harmless, indemnify, and defend the City, its officers, agents, and employees from and against any and all damages or liability, including costs, expenses, and attorney fees, arising out of the Consultant's wrongful acts, errors, omissions, or negligence for or on account of any and all actions or claims of any character arising from injuries or damages sustained by any person or persons, or to property, as a result of the

Consultant's performance of this Agreement, including but not limited to the Consultant's professional services. To this end, the Consultant shall maintain general liability insurance in at least the amounts set forth in Section 25.A.

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

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

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

B. In the performance of professional services, the Consultant will use that degree of care and skill ordinarily exercised under similar circumstances by members of the Consultant's profession. The Consultant shall maintain Errors and Omission Insurance with policy limits in at least the amount of five hundred thousand dollars (\$500,000.00). The Consultant shall maintain coverage for a period of two years following the completion of the project.

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

D. Prior to performing any work under this Agreement, the Consultant shall furnish to the City certificates of the insurance for coverages required herein, which certificates must be approved by the City Attorney. Each certificate shall provide that notice of cancellation shall be given at least thirty (30) days prior to cancellation of the policy for any reason. Upon receipt of such notice, the Consultant shall promptly notify the City.

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

CITY OF COEUR D'ALENE

JUB ENGINEERS, INC.

Steve Widmyer, Mayor

By _____
Its _____

ATTEST:

Renata McLeod, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 3rd day of May, 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 Idaho
Residing at _____
My Commission expires: _____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ___ day of May, 2016, before me, a Notary Public, personally appeared _____, known to me to be the _____, of **JUB Engineers, Inc.**, and the persons 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 Idaho
Residing at Coeur d'Alene
My Commission Expires:

Attachment 1

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. In addition, the Consultant shall comply with the requirements of Title 9, Chapter 9.56, Coeur d'Alene City Code.

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, sexual orientation, and/or gender identity/expression, 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 or discrimination prohibited by Title 9, Chapter 9.56, Coeur d'Alene City Code.

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 and City Code relative to non-discrimination on the grounds of race, color, sex, or national origin, sexual orientation, and/or gender identity/expression.

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.

EXHIBIT A

City of Coeur d'Alene Water Department NE Water Storage Tank

Detailed Scope of Services

The Northeast corner of the water system has historically experienced lower pressures, especially during peak summer usage. The goal of this project is to construct a new tank in the northeast quadrant of the water system that will help stabilize these pressure fluctuations and expand the Upper Pressure Zone to serve the commercial zone along Appleway Blvd.

This project will be completed in two phases. Phase I will analyze and select a suitable tank location and required system/piping changes. The key elements of this phase include preliminary tank location identification, system hydraulic modeling, identification of willing property sellers, public involvement, site permitting, tank selection, and acquisition of a new tank site.

The system improvements will be designed and constructed as part of Phase II including tank design, piping design, public involvement, construction oversight, and final project completion. This phase will be better defined once phase I is completed.

PHASE I – TANK SITE SELECTION AND ACQUISITION

Task 100 - Tank site selection and acquisition

Task 101 - General Administration: The purpose of this task is to coordinate with the City.

1. Perform Kickoff meeting with City to review general project goals, schedule, budget and specific design elements to be included.
2. Prepare regular project updates, monthly billings and bimonthly council updates.

Task 102 – Technical Analysis: The purpose of this task is to review the technical merits of potential tank sites.

1. Develop Design Criteria - The 2012 Water System Comprehensive Plan Update identified review criteria to establish a desired level of service. J-U-B will review the Plan criteria with the Water Department to determine if the review criteria need to be reevaluated. This will be conducted during the kickoff meeting, and will include tank and pipeline design criteria such as maximum tank heights, specific construction materials, and tank mixing considerations.

2. Evaluate required tank sizing - Once the design criteria are determined, they will be used to evaluate the total required storage volume for the Upper Zone and subsequently, the volume required for the proposed tank. This analysis will address storage and pressure requirements for the Upper Zone, including the proposed additions to the Zone for the area along Appleway.
3. Hydraulic Modeling - The existing, steady state model will be used to evaluate potential tank locations, tank interactions and required piping improvements and operational scenarios to limit tank stagnations.
4. Evaluate different tank types - Once we have identified the necessary volume of storage required, we will evaluate the potential tank types for the new tank. This analysis will examine elevated and ground level storage alternatives for various sites. This evaluation will include advantages and disadvantages for potential tank types and their relative budget costs

Task 103 – Property Identification: The purpose of this task is to identify potential properties for a future tank location.

1. Send out a project summary and invitation to interested property owners in target areas to begin discussions about property purchase
2. Meet with interested sellers to determine appropriate property values, access to property (required easements) and required permitting or zoning changes (City/County) for construction of a municipal water tank.
3. Work with City staff to identify the top 2-3 locations

Task 104 – Public Involvement: The purpose of this task is to understand stakeholder concerns and inform the general public about the project.

1. Develop a Public Involvement Plan that will be the guide for the stake holder assessments and public involvement in Phase II.
2. Meet with up to eight to twelve key stakeholders in the areas identified in Task 103 and as identified by the City to identify potential concerns with the project and share information about the goals of the project
3. Summarize the results of the stakeholder interviews.
4. Develop information and conduct one open house.
5. Conduct a second open house to share the top sites with interested stakeholders

Task 105 – Final site selection: The purpose of this task is to analyze the top 2-3 sites and select a preferred site.

1. Develop a list of two to three preferred alternatives in conjunction with Water Department staff
2. Complete an analysis of each of these alternatives that will include modeling efforts to determine necessary piping or looping improvements that will be necessary for site operability or access, concept level site layouts to evaluate site access and the necessary earthwork, and cost opinions for each site based on these preliminary layouts.
3. Review these evaluations with the Water Department and the Public Works Committee to determine the preferred alternative for the City.
4. Develop a final technical memorandum that will include the analysis and a final tank site and type selection

Task 106 – Final property acquisition: The purpose of this task is to acquire the final water tank site.

1. Work with the City to complete the final property purchase contingent upon the necessary permitting required to meet the Conditional or Special Use Permit required by the City or County (dependent on property location).
2. Complete the special/conditional use application process and necessary public hearings to comply with the permit application requirements including legal exhibits and property descriptions for any access or utility easements.

PHASE II – TANK DESIGN AND CONSTRUCTION MANAGEMENT (Pending determination of tank site in Phase I)

Task 150 –Final Design

Task 151 - General Administration: The purpose of this task is to coordinate design and construction tasks with the City.

1. Perform Kickoff meeting with City to review general project goals, schedule, budget and specific design elements to be included.
2. Review base sheets and easements with City.
3. Meet with City to review 30% plans for the tank site and off site piping.
4. Review 90% plans and specifications with City.

5. Attend up to three Public Works Committee meetings during the design phase to:
 - Discuss recommended tank location and design concepts
 - Review funding/design status or as requested by the Council

Task 152 – Survey and Base Plan: The purpose of this task is to set control and survey the tank sites for the project design.

1. Set Survey Control and conduct right-of-way research for tank structures and pipeline alignments.
2. Contact One-Call utility location information to request identification of potential conflicts
3. Survey both existing tank sites and develop base plans for each.
4. Review existing boundary and easement descriptions and exhibits to identify if additional easements are required.
5. Prepare boundary analysis, legal exhibits and easements for reservoir sites as required.

Task 153 – Tank Site Design: The purpose of this task is to construct one new 500,000 – 1,000,000 gallon tank. The usable capacity of new tank will be based on the water service elevation of the existing upper zone standpipes (Prairie and Industrial Park). The tanks will provide pressure zone reliability in addition to fire flow, and equalization and emergency storage.

The specific components of this task are outlined below.

1. Complete a geotechnical analysis of the existing site to evaluate the soils, determine their bearing capacity and locate the new tank.
2. Develop a concept alternatives package for the site and review with the City for final tank site selection. The concept alternatives will include different tank locations and the location impacts on tank height and size, hydraulics, tank foundation and cost.
3. Meet with the City to determine which aspects of the existing tanks they like and which ones they would like to change.
4. Design the tank and foundation to meet earthquake, wind, and snow loads.
5. Develop concept level piping alignments.

6. Obtain additional utility information as needed to identify conflicts and evaluate power/control challenges with the tank site.
7. Verify safety and security requirements, including fall prevention assemblies and ladder guards.
8. Develop schematic drawings of the tank to determine budget costs.
9. Submit 30% review plans to the City showing plan views, conceptual site grading, overflow elevation, and site and off site piping.
10. Review tank and site design with experienced tank contractors to identify potential improvements.
11. Produce 90% plans and specifications for the City and IDEQ review, including preliminary opinion of probable cost.
12. Prepare final plans and specifications for the tank and water main.
13. Inform contractors of proposed bid dates.

Task 154 – SCADA and Telemetry Coordination: The purpose of this task is to coordinate electrical and telemetry design for the new tank.

Task 200 – Bidding, Construction, and Project Closeout

See Exhibit A for additional clarification of Engineer's construction responsibilities.

Task 201 – Project Bidding, Construction, and Closeout:

1. Produce electronic versions of plans and specifications for bidding.
2. Prepare notice to bidders and mailing list of responsible bidders.
3. Hold pre-bid conference to review significant project elements and address Contractor questions.
4. Attend and assist City during bid opening.
5. Evaluate bids and prepare memorandum of recommendation to the City Council.
6. Procure special inspector services to meet requirements of the International Building Code (IBC). Special inspection will be paid for separately by the City.
7. Hold Pre-construction Conference with successful bidder(s).

8. Review contractor submittals for major materials and equipment.
9. Coordinate special inspector to comply with IBC.
10. Provide periodic inspection for water tank construction including excavation, piping installation, concrete pours, seam welding if required), coating (if required), and electrical inspection. Any required weld inspection will be completed by independent third party weld inspector. This is estimated to be XX days of on-site observation during the anticipated X month construction window.
11. Attend initial start-up and provide troubleshooting services as needed.
12. Review and recommend action on pay requests, field orders, and change orders.
13. Create record drawings, including site plans, and piping plans, to meet WDOH requirements and provide a working record to future City crews.
14. Develop operations and maintenance manual for the tanks and telemetry system that provide an overview of operation of major systems, and recommends maintenance schedules for key components.

Task 300 – Additional Services

Task 300 - Services Requiring Supplemental Authorization: The Services outlined hereinafter are not currently anticipated and shall only be provided by the Engineer when requested, and authorized in writing by the City. Such authorization shall also state the negotiated amount and method of compensation by the City. When authorized to proceed, the Engineer will:

- Develop an extended period simulation model using GIS information from the City to update the distribution components, diurnal flows for summer and winter water use using SCADA information and controls settings from the City. Specific tasks include fire flow testing of 8 sites around the City to measure available fire flows and residual system pressures, model calibration using pump/tank level settings and model pressures versus field observations. A brief technical memorandum describing the process of calibration and the output for our design conditions will be prepared at the completion of this work.
- Development of a 30% concept design for the Fernan Booster Pump Station. The Stanley Hill/Fernan Service area will be reviewed and conceptual options will be provided for dividing this area into two pressure zones. The Elm Street Booster Pump Station site and other properties in the vicinity will be evaluated as potential locations for a new Fernan Hill Booster Pump Station. Develop a technical memorandum including schematic, concept level design for pump station and pipeline alignments and sizing will be prepared for City review.

- Develop an online, web based public comment forum to allow the public to place pins on a map to share ideas about potential tank sites virtually.
- Assist the City with necessary easement or agency right-of-way coordination as needed.
- Complete an Environmental Report to meet SRF requirements
- Assist the City with bond funding and funding agency coordination including the preparation of informational flyers and documentation supporting the project as well as a presentation for a public informational meeting
- Attend any meetings in addition to the previously described, as requested by the City.
- Assist the City in resolving disputes over bankruptcy or default of the Contractor.
- Assist the City as a result of fire, flood, acts of God, legal complaints or default of the Contractor.
- Assist or extend services as a result of strikes, walkouts or other labor disputes, and including acts relating to settlement of minority group problems.
- Work with archaeologists as may be required to address archaeological findings within the project area.
- Assist City with wetland surveys or mitigation.
- Assist the City in reporting or otherwise managing removal of minor amounts of hazardous waste or petroleum contaminated soils that may be encountered during construction.

- Develop detailed geotechnical investigations and/or structural evaluations required when unexpected sub-surface conditions or structural concerns are encountered during the course of design or construction.

Schedule: This property identification, analysis and acquisition is scheduled to be complete by September 30, 2016 which allows the City to move forward with the design of the new tank this fall and begin construction in summer 2017. The proposed schedule for Tasks **101-106** is itemized as follows:

Task	Days (from Notice to Proceed)
Completion of Preliminary evaluation	30
Initial Property Identification	60
Final Site Selection	90
Property Acquisition (from approval of selected site and pending property owner acceptance)	120

COMPENSATION

The ENGINEER will be compensated for services as described above in the following manner:

- Tasks 101 – 106 on a time and materials basis estimated at \$57,319 payable monthly as the work progresses.
- Tasks 151 – 154 on a lump sum basis to be determined following completion of Task 106.
- Task 201 on a Time and Materials basis not to exceed \$XXXX to be determined upon completion of Task 106.
- Task 300 on a time and materials basis not to exceed \$47,700 without prior approval of the City Council.

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: April 25, 2016
FROM: Terry W. Pickel, Water Superintendent
SUBJECT: Award of Professional Services Contract for Water Administration/Maintenance Facility

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DECISION POINT: Staff requests that Council and the Mayor authorize a contract with Architects West, Inc. to provide professional services to assess existing Water Department facilities and property and to provide a proposed site plan for a new Water Department administration and maintenance building.

HISTORY: Since the City acquired the public water system from Idaho Water, the Water Department has been moved several times, either due to expansion, transition of facilities or contributing safety factors. Currently, the Water Maintenance Shop is housed at 3800 Ramsey Rd. adjoining the Street Department in the same building. The Water Administrative Offices are housed in a separate building at 3820 Ramsey Rd. in the same complex. Fire Station II, the Training Tower and the Police Dept. also occupy the same complex. As the city continues to grow, so do the needs of each of these public entities. As equipment and manpower are added to meet the ever increasing need for basic city services, adequate space in the Ramsey Complex has become an increasing premium. As two new buildings will be added soon for Police and Fire, precious ground storage space for equipment and bulk materials such as sand and crushed rock are rapidly disappearing. Another contributing factor to a desired relocation is that egress at the Ramsey Complex is onto Ramsey Road only. With the dramatic increase in traffic over the past decade, it is exceedingly difficult to exit the yard safely, especially with the large slow moving equipment for the Water and Street Departments.

FINANCIAL ANALYSIS: Through the RFP process, Architects West was selected as the preferred firm to provide the requested services. Architects West has subsequently submitted a proposal of \$19,025.00 for a proposed project to assess existing water facilities and property and to develop a site plan for a future Water Department Administration/Maintenance Facility next to the Compost Plant on Howard Street. Staff had anticipated costs of \$20,000.00 to \$25,000.00 for the proposed project. The professional services line item for FY 2016 was budgeted at \$40,000.00.

PERFORMANCE ANALYSIS: An RFP was sent out in early February requesting professional services for a proposed project to provide a site layout for a new Water Department Complex on Howard Street. The project would entail a space needs assessment, a physical inventory of existing Water Department structures, an assessment of existing Water Department property that could potentially be declared surplus and liquidated to help fund a new structure, and provision of a proposed site plan for a new location. Two submittals were received, those being from Architects West, Inc. and Longwell-Trapp Architects. A three member panel reviewed the submittals and selected Architects West as the desired firm for the project. Staff then entered into negotiations for a project proposal. There is an estimated 4.5 acres of available area on the Howard Street site, on the east side of the property, that would provide a suitable location for the proposed facility as well as provide a buffer from the public for the Compost Facility operations. Public access and operational egress from this location would be considerably easier than the Ramsey complex.

DECISION POINT/RECOMMENDATION: Staff requests that Council authorize the Mayor to enter into a professional services contract with Architects West, Inc. for a proposed project to assess existing Water Department facilities and property and provide a proposed site plan for a new Water Department administration and maintenance building.

PROFESSIONAL SERVICES AGREEMENT
between
CITY OF COEUR D'ALENE
and
ARCHITECTS WEST, INC.
for
THE WATER DEPARTMENT ADMINISTRATION/MAINTENANCE
FACILITY SITE PLAN DESIGN

THIS Agreement, made and entered into this 3rd day of May, 2016, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City," and **ARCHITECTS WEST, INC.**, an Idaho corporation, with its principal place of business at 210 East Lakeside Ave., Coeur d'Alene, ID 83814, hereinafter referred to as the "Consultant,"

W I T N E S S E T H:

Section 1. Definitions. In this agreement:

- A. The term "City" means the city of Coeur d'Alene, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814.
- B. The term "Consultant" means Architects West, Inc., and subconsultants thereof.
- C. The term "Mayor" means the mayor of the city of Coeur d'Alene or his authorized representative.

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

Section 3. Scope of Services.

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

Section 4. Personnel.

- A. The Consultant represents that it has or will secure at its own expense all personnel required to perform its services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.

B. All of the services required hereunder will be performed by the Consultant or under its direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

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

Section 5. Time of Performance. The services of the Consultant shall commence upon execution of this Agreement by the Mayor and shall be completed within One Hundred Twenty (120) days thereafter. The period of performance may be extended for additional periods only by the mutual written agreement of the parties.

Section 6. Compensation.

A. Subject to the provisions of this Agreement, the City shall pay the Consultant the total sum of Nineteen Thousand Twenty Five Dollars and NO/100 (\$19,025.00).

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

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

Section 8. Termination of Agreement for Cause. If, through any cause within the Consultant's reasonable control, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall, after providing Consultant reasonable time to remedy the deficiency, thereupon have the right to terminate this Agreement by giving written notice

to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished hard copy documents, data, studies, surveys, and reports or other material prepared by the Consultant under this agreement shall at the option of the City become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred.

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

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

Section 11. Equal Employment Opportunity.

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

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

C. The Consultant further agrees, in consideration of securing this agreement, to comply with all the requirements of Attachment 1, which by this reference is incorporated herein.

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

Section 13. Assignability.

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

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

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

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

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

City may make and retain copies of Documents for information and reference in connection with use on the Project by the City. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or

modification without written verification or adaptation by the Consultant, as appropriate for the specific purpose intended, will be at the City's sole risk and without liability or legal exposure to the Consultant and the Consultant's subconsultants. To the extent allowed by law, the City shall indemnify and hold harmless the Consultant and the Consultant's subconsultants from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.

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

Section 18. Jurisdiction; Choice of Law. Any civil action arising from this Agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County, Idaho. The law of the state of Idaho shall govern the rights and obligations of the parties.

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

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

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

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

Section 23. City Held Harmless. The Consultant shall save, hold harmless, indemnify, and defend the City, its officers, agents, and employees from and against any and all damages or liability, including costs, expenses, and attorney fees, arising out of the Consultant's wrongful acts, errors, omissions, or negligence for or on account of any and all actions or claims of any character arising from injuries or damages sustained by any person or persons, or to property, as a result of the

Consultant's performance of this Agreement, including but not limited to the Consultant's professional services. To this end, the Consultant shall maintain general liability insurance in at least the amounts set forth in Section 25.A.

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

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

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

B. In performance of professional services, the Consultant will use that degree of care and skill ordinarily exercised under similar circumstances by members of the Consultant's profession. The Consultant shall maintain Errors and Omission Insurance with policy limits of at least the amount of five hundred thousand dollars (\$500,000.00). The Consultant shall maintain coverage for a period of two (2) years following the completion of the project.

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

D. Prior to performing any work under this Agreement, the Consultant shall furnish to the City certificates of insurance for the coverages required herein, which certificates must be approved by the City Attorney. Each certificate shall provide that notice of cancellation shall be given at least thirty (30) days prior to cancellation of the policy for any reason. Upon receipt of such notice, the Consultant shall promptly notify the City.

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

CITY OF COEUR D'ALENE

ARCHITECTS WEST, INC.

Steve Widmyer, Mayor

By _____
Its _____

ATTEST:

Renata McLeod, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 3rd day of May, 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 Idaho
Residing at _____
My Commission expires: _____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ___ day of May, 2016, before me, a Notary Public, personally appeared _____, known to me to be the _____, of **Architects West, Inc.**, 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 Idaho
Residing at Coeur d'Alene
My Commission Expires:

Attachment 1

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. In addition, the Consultant shall comply with the requirements of Title 9, Chapter 9.56, Coeur d'Alene City Code.

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, sexual orientation, and/or gender identity/expression, 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 or discrimination prohibited by Title 9, Chapter 9.56, Coeur d'Alene City Code.

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 and City Code relative to non-discrimination on the grounds of race, color, sex, or national origin, sexual orientation, and/or gender identity/expression.

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 subcontractor 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 subcontractor 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.



April 28, 2016

Terry Pickel
Water Superintendent
City of Coeur d'Alene
Coeur d'Alene, ID 83814

RE: WATER DEPARTMENT SITE DESIGN & FACILITY APPRAISALS
PROJECT SCOPE

Dear Terry:

Based on the Request for Proposal, dated February 5, 2016, and upon subsequent conversations with yourself and Kyle Marine at our meeting on April 5, 2016 regarding the consultant services for Site Design and Facility Appraisals for a Water Department and Administration Facility, and our Fee Calculation Spreadsheet, I offer the following project scope for your consideration. The hours stated here are estimated, but the proposed fee will not exceed the amount earlier proposed of \$19,025.00, unless the scope of work changes.

Phase 1: Space Needs Assessment

- a. Conduct staff interviews for administrative office space, operational, storage, and fleet equipment space requirements.
Staff interviews & subsequent reporting. 8 hours
- b. Measure existing facilities to establish a baseline minimum square footage.
Measure existing facilities (2 people, 6 hours). 12 hours
Drafting of measured existing facility. 5 hours
- c. Review the 2012 Comprehensive Plan Update for any planned facility expansion criteria.
Compare Comprehensive Plan with facility expansion criteria. 2 hours
- d. Generate a report for staff review of anticipated spaces needed.
Generate report (includes clerical support). 6 hours
- e. Finalize space needs assessment report.
Prepare any spreadsheets, cover letter, & review internally. 12 hours

Phase 2: Site Plan Development

- a. Review space needs assessment with staff.
Review and edit report accordingly. 4 hours
- b. Determine square footage of available property at site.
Map research. 2 hours
- c. Generate a preliminary site plan based on assessment and anticipated future growth.
Preliminary site plan design and presentation drawings. 10 hours
- d. Appraise available property to determine fair market value. 20 hours
- e. Finalize site plan after staff review. 6 hours

Phase 3: Water facility/property appraisal

- a. Utilize square footages established under space needs assessment.
Review/edit spreadsheet. 2 hours
- b. Review current market values for similar type facilities. 8 hours
- c. Research excess properties currently owned by the Water fund.
 - 1. Establish fair market values for utility owned properties. 8 hours
 - 2. Determine appropriate potential use of properties per zoning allowances.
Research and report findings. 2 hours
- d. Draft financial asset inventory report detailing:
 - 1. Current fair market value of facilities. 10 hours
 - 2. Current fair market value of properties. 8 hours
 - 3. Zoning allowances. 2 hours
 - 4. Applicable market(s) for possible sale of properties. 8 hours
- e. Finalize asset inventory report after staff review. 4 hours

This obviously follows the format established in the Request for Proposal, as that seemed to be a well thought out process to produce the work. Thank you for the opportunity to prepare this work scope to serve the City of Coeur d'Alene. Contact me if you have any questions. We look forward to a successful project!

Sincerely,

ARCHITECTS WEST, INC.



Scott P. Fischer, AIA
Principal

Fee component								
Columbia Valuation Group Appraisal Fees								\$10,000.00
Site plan development								\$ 2,500.00
Architectural fee:								
	Staff interviews & subsequent reports		8 hours		\$140.00			\$1,120.00
	Measure existing facilities (2 people 6 hours)		12 hours		\$ 110.00			\$1,320.00
	Drafting of measured existing facility		5 hours		\$ 95.00			\$475.00
	Compare with Comprehensive Plan		2 hours		\$140.00			\$280.00
	Zoning allowances		2 hours		\$140.00			\$280.00
	Generate Report (clerical)		6 hours		\$65.00			\$390.00
	Report spreadsheets, cover letters		16 hours		\$140.00			\$2,240.00
	Meetings, presentation		3 hours		\$140.00			\$420.00
Total A/E Fee								\$19,025.00

City Council Staff Report

Date: May 3, 2016

From: Dion Holton, Water Department, Utility Supervisor

Subject: Request declaration of surplus equipment

Decision Point: Staff is requesting that the below listed property be declared as surplus and sold at auction, as allowed by State code.

1. Miller gas powered welder and Trailer, Model AEAD-200 LE.
2. 20 Hp. Leeson 3ph pump motor.
3. 225' of 12" pump column pipe from the 4th St. well.
4. VMAC "Under Hood" air compressor with air tank.
5. Air powered auto jack.
6. 6" globe check valve.

History: The items have out lived their useful life and are taking up valuable storage space and are no longer needed by the Water Department. All items were offered to other departments and none of them indicated a need or use for any of the items.

Financial Analysis: The items bring no revenue into the fund and are a liability. Their value to the City is minimal. Staff would propose disposing of the listed items at auction to obtain their greatest return.

Quality of Life Analysis: Water Department Staff believes there is no benefit to its rate payers in keeping the listed items and would have no effect on their quality of life.

Decision Point/Recommendation: Staff requests Council declare the listed property as surplus and authorize staff to take action for disposal.

**CITY COUNCIL
STAFF REPORT**

DATE: May 3, 2016
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: **Kerr Commercial Tracts Subdivision: Final Plat, Subdivision Improvement Agreement & Security Approval**

DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat document, a four (4) lot commercial development.
2. City Council approval of the furnished subdivision improvement agreement and security.

HISTORY

- a. Applicant: Delbert Kerr
Kerr Family Properties, LLC
975 W. Honeysuckle
Hayden, ID 83835
- b. Location: SE corner of Ramsey Road and Prairie Avenue.
- c. Previous Action:
 1. Preliminary plat approval, April 2016.

FINANCIAL ANALYSIS

The developer is furnishing security in the amount of \$52,650.00 which covers the outstanding cost of the uninstalled infrastructure installations that are required for this development.

PERFORMANCE ANALYSIS

The developer has completed the necessary subdivision agreement and is bonding for the outstanding infrastructure items (sewer lateral services, concrete sidewalk and approaches) in order to receive final plat approval. The installation of the agreement and security enables the developer to receive final plat approval and sell platted lots, however, occupancies will not be allowed until all infrastructure installation has been completed, and, the improvements accepted by the City. The developer has stated that all infrastructure installations will be complete by May 3, 2019.

DECISION POINT RECOMMENDATION

1. Approve the subdivision improvement agreement and security.
2. Approve the final plat document.

KERR COMMERCIAL TRACTS

A PORTION OF THE WEST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 28, T14N, R10E, RANGE 10E, TOWNSHIP 14N, RANGE 10E, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

NORTH CORNER
MONUMENT WELL PER CPM# 124460

BOOK _____ PAGE _____
INSTRUMENT NO. _____

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS DAHO STATE PLANE WEST ZONE 10S MADAU (D-1), THE CONVERGENCE ANGLE AT THE NORTHWEST CORNER IS 27.70" AND A COMBINED SCALE FACTOR IS 0.999999999.

NOTE

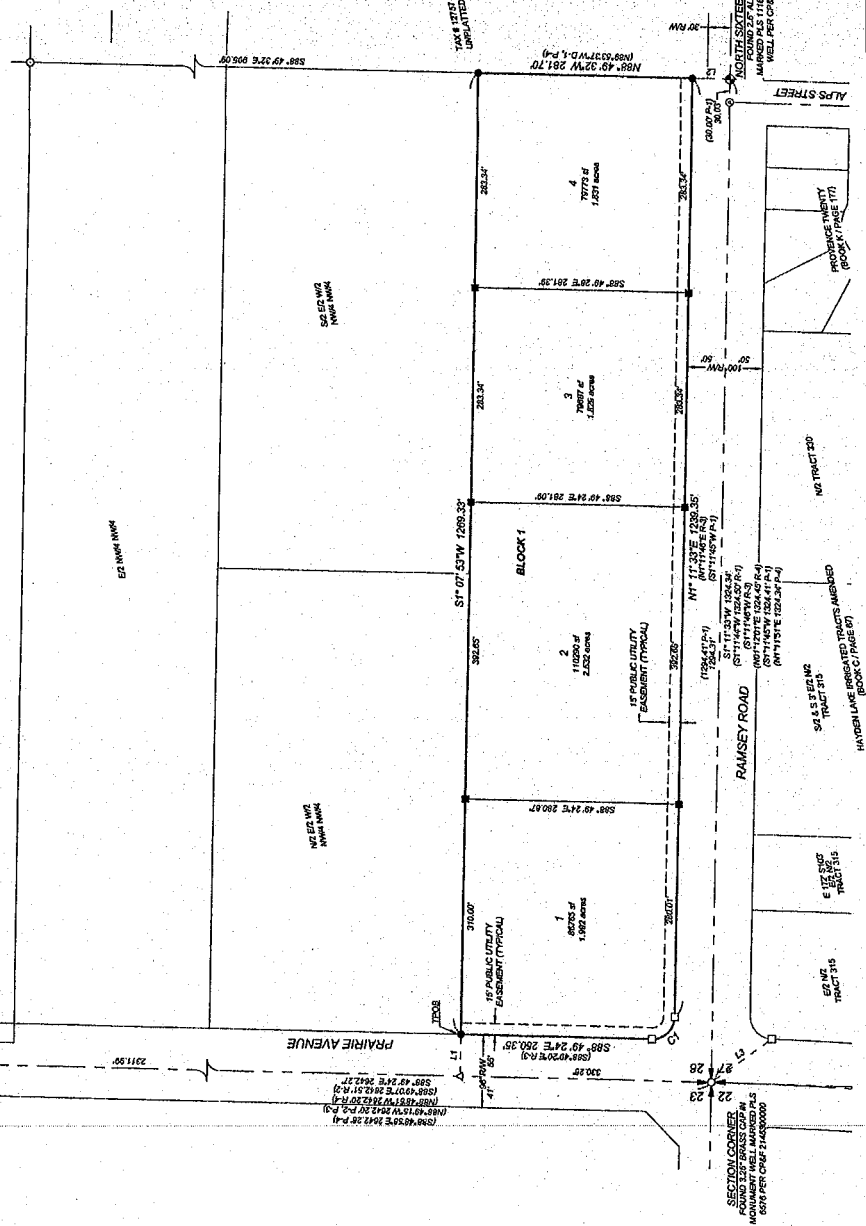
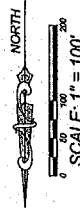
THIS SURVEY WAS MADE TO SHOW ALL OF THE PHYSICAL FEATURES OF THE PROPERTY AND TO CORRECT THE RECORDS OF THE SURVEY.

REFERENCE DOCUMENTS

- (R-1) RECORD OF SURVEY PREPARED BY THE SURVEYOR AND FILED AT BOOK 28 OF SURVEYS, PAGE 78, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-2) RECORD OF SURVEY PREPARED BY K.A. DARTMOUTH & ASSOCIATES, INC. AND FILED AT BOOK 14 OF SURVEYS, PAGE 31, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-3) RECORD OF SURVEY PREPARED BY RUSH-YEAGER & ASSOCIATES, INC. AND FILED AT BOOK 28 OF SURVEYS, PAGE 34, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-4) RECORD OF SURVEY PREPARED BY RUSH-YEAGER & ASSOCIATES, INC. AND FILED AT BOOK 14 OF SURVEYS, PAGE 135, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-1) PLAT OF PROCEEDS PREPARED BY THE ENGINEERING AND FILED AT BOOK 28 OF SURVEYS, PAGE 78, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-2) PLAT OF HEAVENLAND AND ADDITION PREPARED BY MALCOLM HORTONWEST CONSULTANTS AND FILED AT BOOK OF PLATS, PAGE 19, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-3) PLAT OF HEAVENLAND TRACTS PREPARED BY MALCOLM HORTONWEST CONSULTANTS AND FILED AT BOOK OF PLATS, PAGE 22, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-4) PLAT OF LEGAL PLACE PREPARED BY E.J. SMITH AND FILED AT BOOK 1 OF RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-5) WARRANTY DEED FILED AS TAX NUMBER 1205, AT BOOK 328, PAGE 19, RECORDS OF KOOTENAI COUNTY, IDAHO.

LEGEND

- SET OF 4" X 4" REBAR WITH YELLOW PLASTIC CAP MARKED PL 41R2
 - SET OF 2" X 4" REBAR WITH YELLOW PLASTIC CAP MARKED PL 41R2
 - ROUND 8" REBAR WITH YELLOW PLASTIC CAP MARKED PL 41R2
 - ROUND 8" REBAR WITH YELLOW PLASTIC CAP MARKED PL 41R2
 - ROUND 8" REBAR WITH YELLOW PLASTIC CAP MARKED PL 41R2
 - CALCULATED POINT, NOTHING FOUND OR SET
- TRAIL TRAIL POINT OF BEGINNING
- BOUNDARY LINE
 - LOT LINE
 - ADJACENT LOT LINE
 - SECTION LINE
 - EASEMENT LINE



CHECKED BY:	DAVID S. SMITH
DRAWN BY:	DAVID S. SMITH
SCALE:	1" = 100'
DATE:	02/22/2018
JOB NO.:	150811
DATE:	02/22/2018

1

2

L.A.M. CITY ENGINEERING

3901 E. COEUR D'ALENE WAY, STE. 4
COEUR D'ALENE, IDAHO 83814
PHONE: 208-670-0228



Curve Table					
Curve #	Length	Radius	Delta	Bearing	Record Date
C1	61.17'	30.00'	89.5000°	42.42'	11/17/11 (J-9728307-R-3)

Line Table			
Line #	Length	Direction	Remarks
L1	55.00'	S1°02'30"W	
L2	50.00'	S88°49'24"E	
L3	88.88'	S45°30'00"W	

KERR COMMERCIAL TRACTS

A PORTION OF THE WEST HALF OF NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 51 NORTH, RANGE 14 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK _____ PAGE _____
INSTRUMENT NO. _____

CITY COUNCIL APPROVAL

THIS PLAT HAS BEEN ACCEPTED AND APPROVED BY CITY COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO, DATED THIS _____ DAY OF _____, 20____.

CITY OF COEUR D'ALENE - CLERK
CITY OF COEUR D'ALENE - CITY ENGINEER

KOOTENAI COUNTY RECORDER

THIS PLAT WAS RECORDED AT THE REQUEST OF KERR FAMILY PROPERTIES, LLC, FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO, THIS _____ DAY OF _____, 20____, AT _____ A.M./P.M. IN BOOK _____ OF PLATS, PAGES _____, AS INSTRUMENT NUMBER _____.

FEE \$ _____

DEPUTY CLERK _____

JIM BRANNON, KOOTENAI COUNTY CLERK

COUNTY TREASURER'S CERTIFICATE

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

DATED THIS _____ DAY OF _____, 20____.

KOOTENAI COUNTY TREASURER _____

COUNTY SURVEYOR'S CERTIFICATE

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

DATED THIS _____ DAY OF _____, 20____.

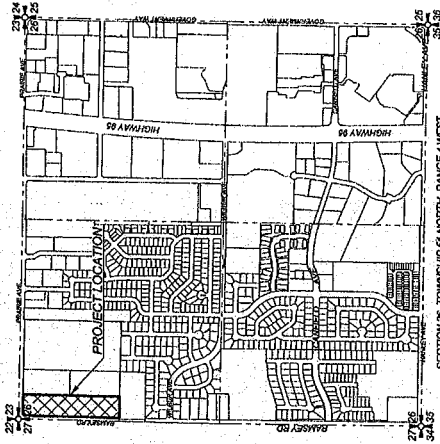


HEALTH DISTRICT APPROVAL

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 59, CHAPTER 19 HAVE BEEN SATISFIED BASED ON A REVIEW BY A QUALIFIED LICENSED PROFESSIONAL ENGINEER (COURT REPRESENTATIVE CITY OF COEUR D'ALENE AND ENGINEER) AND A HEALTH DISTRICT SUPERVISOR (COURT REPRESENTATIVE CITY OF COEUR D'ALENE) AND A HEALTH DISTRICT SUPERVISOR FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. HOWEVER IT IS NOTED THAT THE THESE APPROVALS DO NOT PREVENT WATER EXTENSIONS OR SEWER EXTENSIONS WHICH WOULD BE CONSIDERED AS SEWER EXTENSIONS IN THE SAME AREA CONSTRUCTED OR IF THE DEVELOPER IS SHOWN IN RECORDS AS A CONSTRUCTION OWNER. THESE APPROVALS DO NOT PREVENT WATER EXTENSIONS OR SEWER EXTENSIONS WHICH WOULD BE CONSIDERED AS SEWER EXTENSIONS IN ACCORDANCE WITH SECTION 59-19-103, IDAHO CODE. BY THE ISSUANCE OF A CERTIFICATE OF APPROVAL AND NO CONTRADICTION OF ANY BUILDING OR SHELTER REQUIRING DRINKING WATER OR SEWERAGE FACILITIES SHALL BE ALLOWED.

DATED THIS _____ DAY OF _____, 20____.

PANHANDLE HEALTH DISTRICT #1 _____



OWNER'S CERTIFICATE AND DEDICATION

BE FURTHER KNOWN THAT KERR FAMILY PROPERTIES, LLC, AN IDAHO LIMITED LIABILITY COMPANY, DOES HEREBY CERTIFY THAT IT OWNS AND HAS PAID OUT THE LAND DESCRIBED WITHIN THIS PLAT TO BE KNOWN AS KERR COMMERCIAL TRACTS, BEING A PORTION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 51 NORTH, RANGE 14 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AND MOORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENSING AT THE NORTHWEST CORNER OF SAID SECTION 28; THENCE S 25° 00' 00\"/>

NOTARY PUBLIC CERTIFICATE

STATE OF IDAHO, COUNTY OF KOOTENAI, SS:
ON THIS _____ DAY OF _____, IN THE YEAR 20____, BEFORE ME
PERSONALLY APPEARED _____, KNOWN OR IDENTIFIED TO ME, TO BE THE
MANAGER OR A MEMBER OF THE LIMITED LIABILITY COMPANY THAT EXECUTED THE INSTRUMENT OR THE PERSON
WHO EXECUTED THE INSTRUMENT OR BOTH OF THEM, AND SAID LIMITED LIABILITY COMPANY AND ACKNOWLEDGED TO ME THAT
SAID LIMITED LIABILITY COMPANY EXECUTED THE SAME.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES ON _____

SURVEYOR'S CERTIFICATE

I, DAVID SCHUBAUM, PROFESSIONAL SURVEYOR, LICENSE NO. 27115, DO HEREBY CERTIFY THAT THE PLAT OF KERR COMMERCIAL TRACTS IS BASED UPON A MEASUREMENT WHICH IS CORRECT AS SHOWN ON THIS PLAT, OR ON
BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT ALL CORNERS WILL BE SET AS SHOWN ON THIS PLAT, OR ON
BEFORE ONE YEAR FROM RECORDING OF THIS PLAT, IN ACCORDANCE WITH IDAHO CODE 56-1311 & 56-1303.

DAVID SCHUBAUM, BR12



LAKE CITY ENGINEERING
500 N. SHERBOURNE WAY, STE. 114
COEUR D'ALENE, IDAHO 83814
PHONE 208-678-0270

CREATED BY: DES
DRAWN BY: SMA
CHECKED BY: M.T.Z.
DATE: 03/22/10
JOB NO: CDE 15-081-1
2

2

AGREEMENT TO PERFORM SUBDIVISION WORK
Kerr Commercial Tracts Subdivision

THIS AGREEMENT made this ____ day of May, 2016 between Kerr Family Properties, LLC, with Delbert Kerr, Member, whose address is 975 W. Honeysuckle, Hayden, ID, 83835, hereinafter referred to as the "Developer," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "City";

WHEREAS, the City has approved, subject to completion of the required improvements, the Kerr Commercial Tracts subdivision, a four (4) lot commercial development in Coeur d'Alene, situated in the West ½ of the Northwest Quarter of Section 26, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to complete the following public improvements: installation of two (2) six inch (6") sanitary sewer lateral services, 4800 square feet of standard City sidewalk (5' width), and, two (2) concrete commercial urban approaches as required under Title 16 of the Coeur d'Alene Municipal Code, on or before the 3rd day of May, 2019. Said improvements are more particularly described on the submitted estimate dated April 19, 2016 attached as Exhibit "A", compiled by Drew Dittman, PE, of Lake City Engineering, Inc., whose address is 3909 N. Schreiber Way, Suite # 4, Coeur d'Alene, ID 83815.

The Developer, prior to recording the plat, shall deliver to the City, security in the amount Fifty Two Thousand Six Hundred Fifty and 00/100 Dollars (\$52,650.00) which is the cost required for securing the obligation of the Developer to complete the subdivision improvements referred to herein. Should the Developer noted herein fail to complete the improvements within the time herein provided, the City may utilize the funds to complete or have the improvements completed. In the event the City completes the improvements as a result of the Developer's default, the Developer shall be responsible for any costs that exceed the installed security for the public improvements noted herein.

The Parties further agree that the City has utilized substantial staff time to prepare the agreement that will benefit the Developer's. The Parties further agree the City should be reimbursed a reasonable fee for its costs to prepare such agreement. The Parties further agree that such fee should be in the amount of Twenty Five and No/100 Dollars (\$25.00).

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

CITY OF COEUR D'ALENE

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

KERR FAMILY PROPERTIES, LLC



Delbert Kerr, Member

[Agreement re: Resolution No. 16-____]

Project: Kerr Commercial Tracts

Date:

4/19/2016

Performance Bonding		Quantity	Units	Unit Price	Amount
Sewer Improvements		Sewer Improvements			
6"	Sewer Services	500	lf	\$ 25.00	\$ 12,500.00
		Sewer Subtotal:			\$ 12,500.00
Hard Surface Improvements		Hard Surface Improvements			
	Sidewalk 5' concrete	4,800	sf	\$ 3.25	\$ 15,600.00
	Commercial Approach	2	ea	\$ 3,500.00	\$ 7,000.00
		Hard Surface Subtotal:			\$ 22,600.00
Total COST				\$	35,100.00
150% Bond Increase				\$	17,550.00
Total Bond Amount				\$	52,650.00

ANNOUNCEMENTS

Memo to Council

DATE: April 25, 2016

RE: Appointments to Boards/Commissions/Committees

The following reappointment is presented for your consideration for the May 3rd Council Meeting:

GEORGE IVES

DESIGN REVIEW COMMISSION

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

Sincerely,

Amy Ferguson
Executive Assistant

cc: Renata McLeod, Municipal Services Director
Hilary Anderson, Design Review Commission Liaison

Memo to Council

DATE: April 22, 2016

RE: Appointments to Boards/Commissions/Committees

The following reappointment is presented for your consideration for the May 3rd Council Meeting:

AMY LAWSON PEDESTRIAN & BICYCLE ADVISORY COMMITTEE
(Representing School District 271)

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

Sincerely,

Amy Ferguson
Executive Assistant

cc: Renata McLeod, Municipal Services Director
 Monte McCully, Ped/Bike Committee Liaison

GENERAL SERVICES COMMITTEE

**GENERAL SERVICES
STAFF REPORT**

Date: April 25, 2016
From: Bill Greenwood Parks & Recreation Director
SUBJECT: McEuen Water Feature (*Council Action Required*)

DECISION POINT:

The Parks and Recreation Commission has recommended that General Services approve the concept and location of the McEuen Water Feature

HISTORY:

The original McEuen redesign had a modern type fountain as one of the elements for the park. Due to cost restraints we were unable to provide that amenity at the time.

FINANCIAL ANALYSIS:

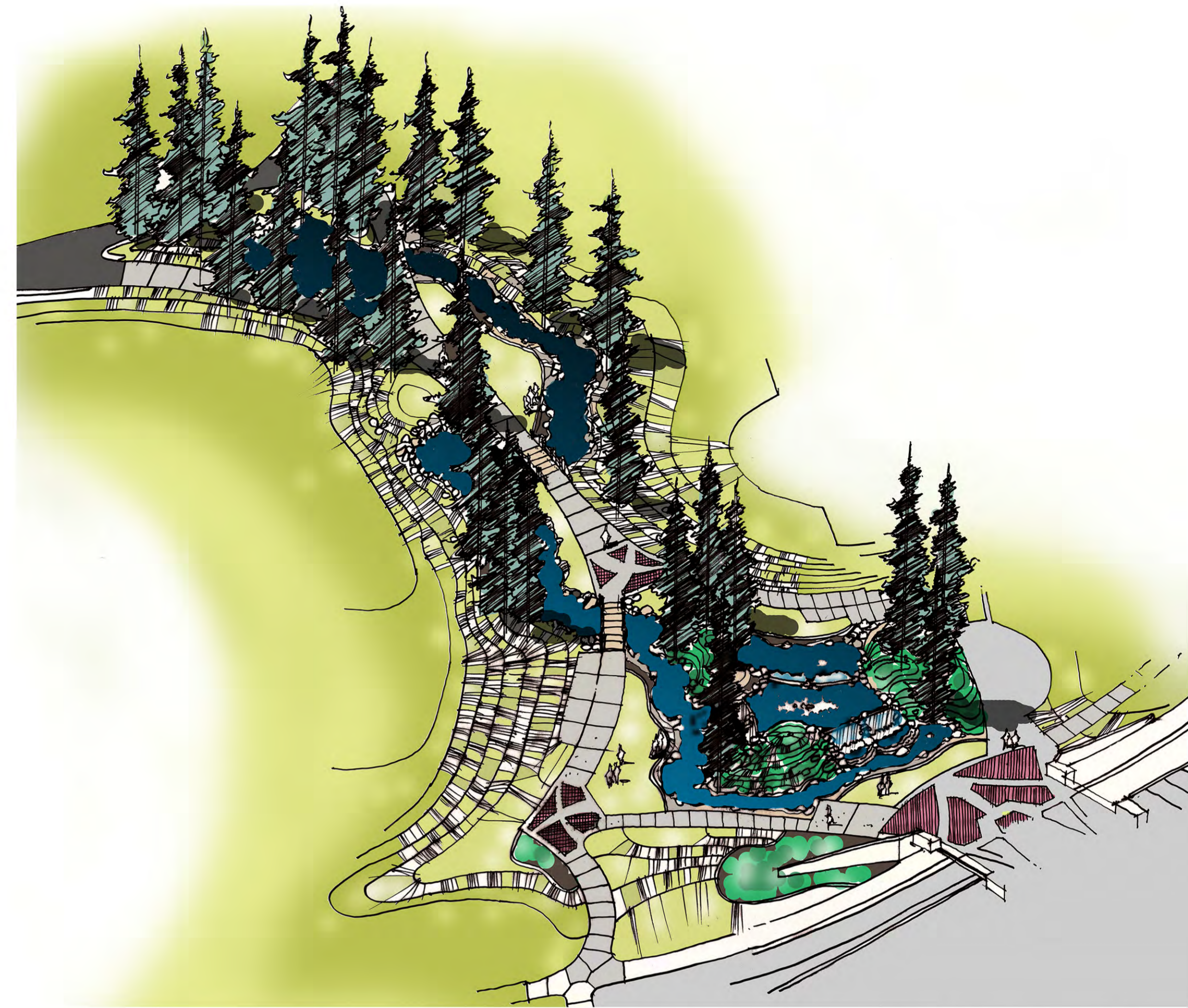
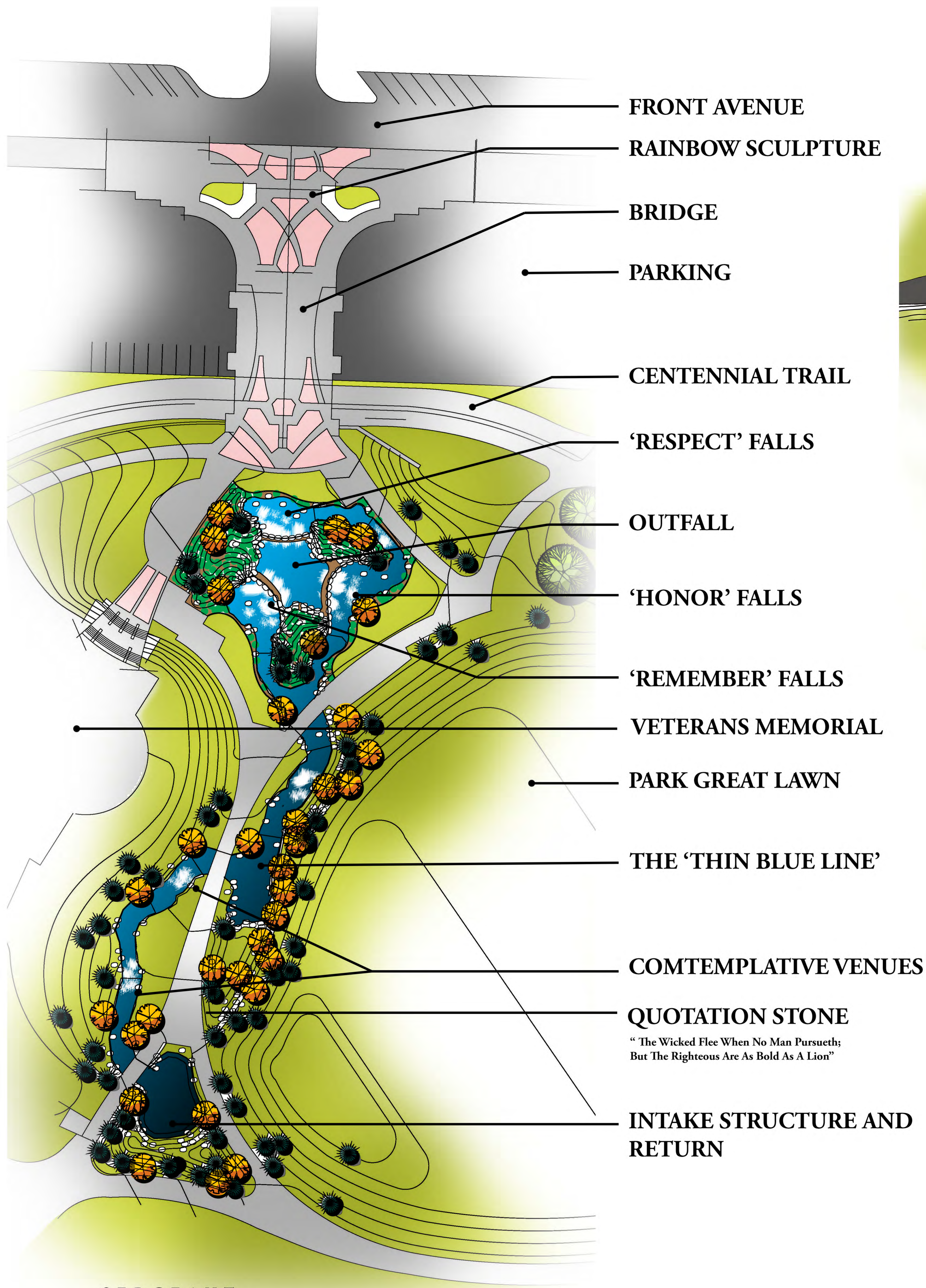
This project will not use any General fund or Parks Capital Improvement Fund.

PERFORMANCE ANALYSIS:

The concept for this feature will be a naturalized waterfall with a stream and planted with some trees and grasses akin to something that you would encounter here in in our area.

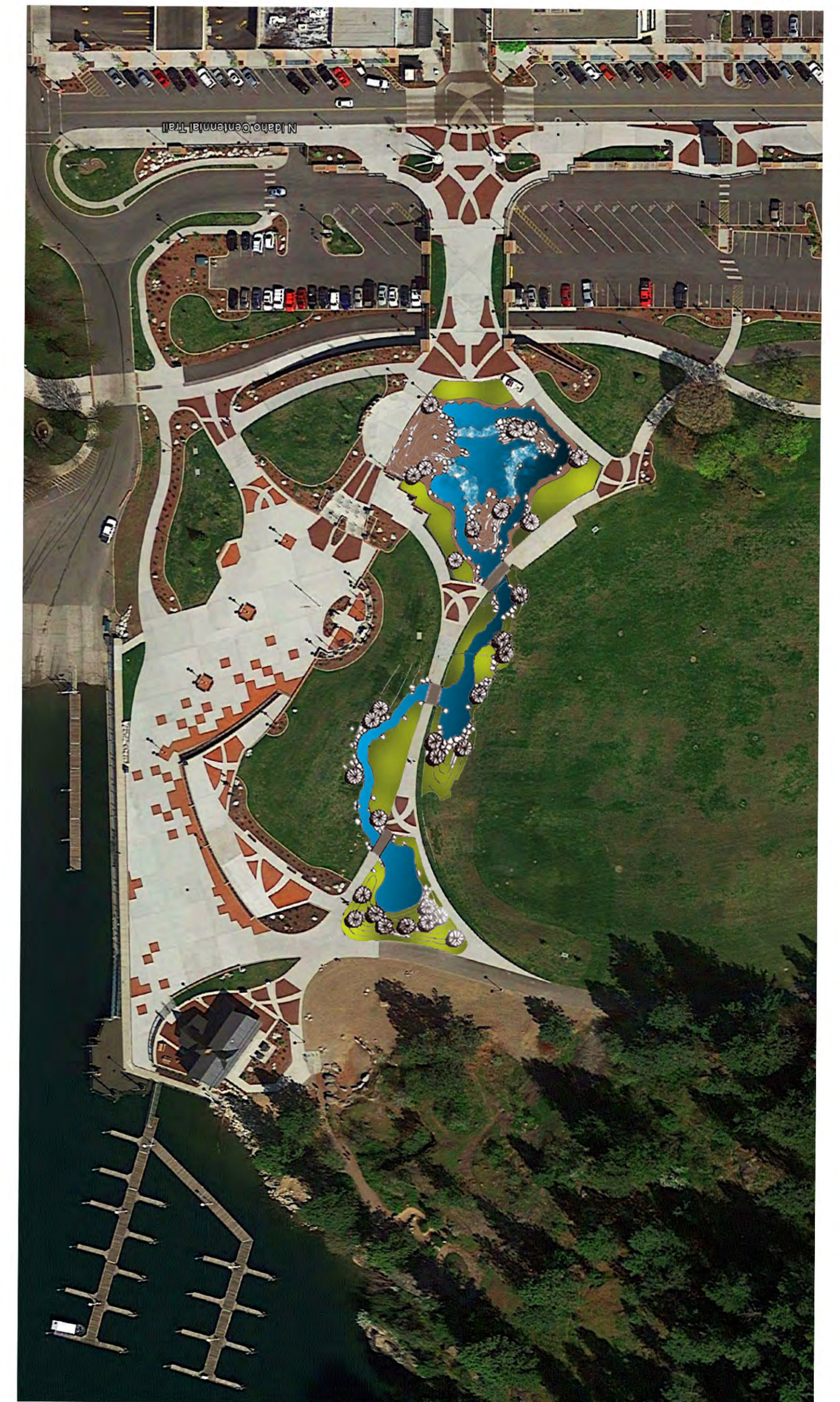
DECISION POINT / RECOMMENDATION:

Does General Services recommend to City Council approval of the concept and location of the McEuen Water Feature



AERIAL VIEW FROM THE NORTHEAST

LOCATION IN PARK



SERGEANT
Greg Moore
MEMORIAL
Proposed Site Plan
AS PART OF MC EUEN PARK

Prepared for:
THE FAMILY AND FRIENDS
OF
SGT. GREG MOORE
and the



Prepared by:



OTHER BUSINESS

What is an RPTA?

Regional Public Transportation Authority
Idaho Code Title 40-Chapter 21

Regional Public Transportation Authority

- Originally established by the Idaho State Legislature in 1994. It has been amended by the Legislature in 1996 and 2003.

Purpose of an RPTA

- The purpose of an authority created pursuant to this chapter is to establish a single governmental agency oriented entirely toward public transportation needs within each county or region that deems such an agency necessary. This authority, a political subdivision of the state of Idaho, is under the supervision of and directly responsible to local governments, and shall provide public transportation services, encourage private transportation programs and coordinate both public and private transportation programs, services and support functions.

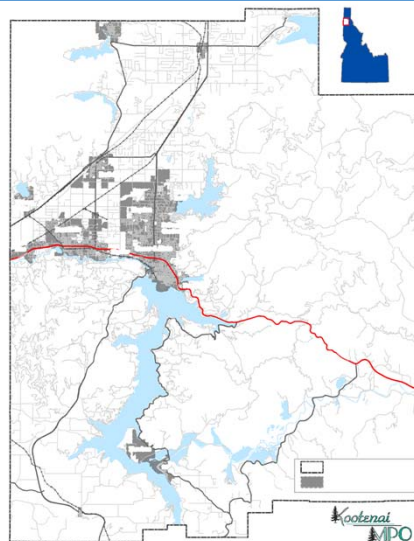
Creation of an RPTA Requires a Public Vote

- A resolution prepared by either Kootenai County or by a subset of local jurisdictions within Kootenai County, approved by the jurisdictions within the proposed boundary of the RPTA.
- Authorization to establish a regional public transportation authority may be made only by the registered voters of the region at an election held at least sixty (60) days after the final resolution is adopted and in conformity with section [34-106](#), Idaho Code. A simple majority of votes cast on the question shall be necessary to establish the authority
- Pursuant to Idaho Code Title 34-106 the Ballot Question must be placed on a even year ballot (November 2016)

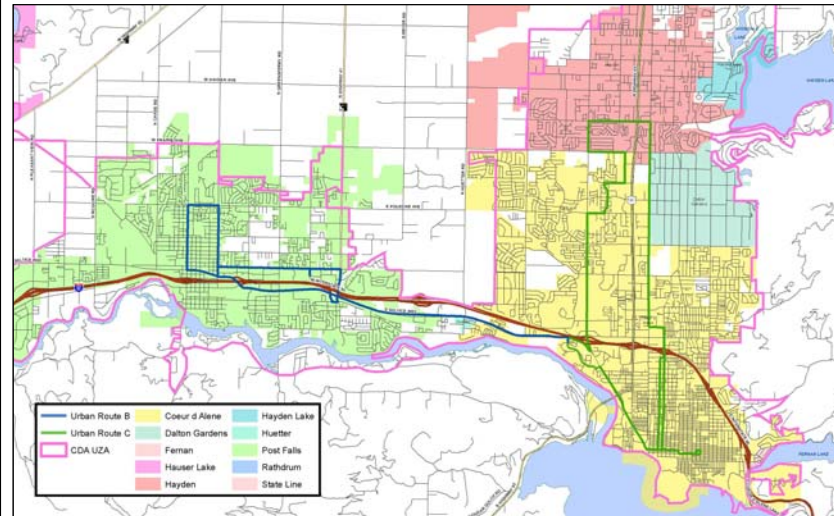
RPTA Geographic Area

- **County-wide authorities.** A city or commission by resolution may call for an election to establish a regional public transportation authority in the county to carry out the purposes of this chapter. The entire geographical area of the county must be included within the jurisdiction of an authority created pursuant to this subsection.
- **Regional authorities.** A city or commission may adopt a resolution proposing to establish an authority which contains contiguous parts of one (1) or more counties. The resolutions shall include a legal description of a contiguous region encompassed by the proposed authority and specifically name each city and county wholly or partially included therein. Boundaries of the proposed authority shall conform insofar as possible to existing boundaries dividing voting precincts.

County Wide RPTA



Urbanized Area RPTA



Source: Base Map Provided by Kootenai County Grants Management Office

Governance of an RPTA

- Each authority shall have a governing board appointed by and serving at the pleasure of the governing bodies of counties, incorporated cities and highway districts located wholly or partially within the authority.
- Elected officials of the jurisdiction, or their appointed designee are appointed to the Board

What is the Authority of RPTA

- **CORPORATE POWERS OF AN AUTHORITY.** A regional public transportation authority has power:
 - (1) To sue and be sued;
 - (2) To raise and expend funds as provided in this chapter;
 - (3) To issue revenue bonds;
 - (4) To adopt and use an official seal;
 - (5) To purchase and hold lands, make contracts, purchase and hold personal property as may be necessary or convenient for the purposes of this act, and to sell and exchange real and personal property. The board shall first adopt a resolution finding that the property to be sold or exchanged is no longer needed by or useful to the district; that a public hearing is to be held, of which hearing notice shall be published in accordance with the provisions of section [40-206](#), Idaho Code.
- Only one (1) regional public transportation authority shall exist within a county and when established pursuant to this chapter the authority will have exclusive jurisdiction over all publicly funded or publicly subsidized transportation services and programs except those transportation services and programs under the jurisdiction of public school districts and law enforcement agencies.

Does and RPTA Have Taxing Authority?

No

The Idaho legislature does not provide State or Local taxing authority to RPTA's. Funding would remain the same that exists today. Local jurisdiction contributions, Kootenai Health In-kind match, and the Coeur d' Alene Tribe.

OVERVIEW



- Urban Service Area: 29/66 square miles
- FY 2015 Fixed Route Ridership: 186,910
- FY 2015 Demand Response Ridership: 38,554
- FY 2015 CdA Tribe Link Route: 54,926/120,749 (Not Urban)
- FY 2015 Budget: \$ 2,486,175

Source: Kootenai County Grants Management Office , Coeur d Alene Tribe, and KMPO GIS

OVERVIEW



Proposed POP and Budget	FTA	Total
30.09.01 Transit Operations	\$ 897,692	\$ 1,685,950
11.7A.00 Preventive Maintenance	170,850	213,563
11.41.09 Security	14,591	18,239
11.44.08 Software Maintenance	40,000	50,000
11.70.02 Employee Education/training	7,500	9,375
44.24.00 Kootenai County Transit Planning	48,000	60,000
11.41.03 Admin/Maint Facility	321,367	401,709
	\$ 1,500,000	

Federal Share: \$ 1,500,000
 Local Share: 938,836
 Total: \$ 2,438,836

Source: Kootenai County Grants Management Office and Coeur d Alene Tribe

LOCAL PARTICIPATION



- FY 2015 Grant Revenues and Local Match

Revenues and Available Local Match		
FTA Section 5307	\$1,534,000	Federal
Coeur d'Alene Tribe	\$474,058	In Kind
Kootenai Medical Center	\$359,025	In Kind
Kootenai County	\$12,073	In Kind
	\$32,019	Local
Cities	\$75,000	Local
Total	\$2,486,175	

Source: <http://www.kmpo.net/TIP/Kootenai%20County%20Proposed%20Program%20of%20Projects%20FY2015.pdf>

Summary

- RPTA's are created to "establish a single governmental agency oriented entirely toward public transportation needs within each county..."
- RPTA's are "under the supervision of and directly responsible to local governments..."
- RPTA's Have no Taxing Authority
- "a regional public transportation authority may be made only by the registered voters of the region..."
- "A simple majority of votes cast on the question shall be necessary to establish the authority."

What's Upcoming?

- The KMPO Board will be considering motion to request the Kootenai County Board of County Commissioner to approve a resolution to place it on the November 2016 ballot.
- If Kootenai County Commissioner's approve the resolution, local jurisdictions will be asked to affirm the resolution within 60 days
- Open to meet with other groups interested in the topic, if the KMPO Board chooses to advance a request to place on the November 2016 general election ballot.



City of Coeur d' Alene
City of Post Falls
City of Hayden
City of Rathdrum
Coeur d' Alene Tribe
East Side Highway District
Idaho Transportation Department
Kootenai County, Idaho
Lakes Highway District
Post Falls Highway District
Worley Highway District

Cooperatively Developing a Transportation System for all of Kootenai County, Idaho

KMPO Board Meeting

April 14, 2016 1:30 pm

Post Falls City Council Chambers, Post Falls City Hall, 1st Floor
408 N. Spokane Street, Post Falls, Idaho

AGENDA

- 1. Call to Order – Jim Mangan, Chair**
- 2. Changes to the Agenda and Declarations of Conflicts of Interest**
- 3. Approval of March 10, 2016 KMPO Board Meeting Minutes**
- 4. Public Comments** (limited to non-agenda items 3 minutes).
- 5. KCATT Recap & Recommendations – Sean Hoisington**
 - a. STP Urban Applications and Scoring Recommendations
- 6. Administrative Matters**
 - a. March 2016 KMPO Expenditures & Financial Report
 - b. Draft Policy on Staff Annual Compensation Policy
 - c. Urban Balancing Meeting Update
- 7. Public Transportation (Informational Items Provided to KMPO)**

KMPO is not the Designated Recipient of FTA Funding for the provision of transit Service in Kootenai County. These informational items are provided as a service to the public and to local jurisdictions. Questions related to service, schedules, or concerns should be directed to Kootenai County.

 - a. Kootenai County Urban and Specialized Transit Monthly Report – Corey Clarke
 - b. Kootenai County Transit Project(s) Presentation – Jody Bieze and Corey Clarke
 - c. Coeur d Alene Tribe Rural Transit Report – Alan Eirls
- 8. Other Business**
 - A. Regional Public Transportation Authority
 - i. RPTA – What's an RPTA? – Short Primer
 - ii. RPTA White Paper Prepared by KMPO
 - iii. Kelli Fairless, Executive Director Valley Ride (RPTA) for Ada and Canyon Counties
 - iv. Direction of the Board
- 9. Director's Report** (written report included in Board packet)
- 10. Board Member Comments**
- 11. Next Meeting – May 12, 2016**
- 12. Adjournment**

For special accommodation/translation services, call 1.208-930-4164, 48 hours in advance. KMPO assures nondiscrimination in accordance with Title VI of the Civil Rights Act of 1964, and Civil Rights Restoration Act of 1987 (P.O. 100.259) and the Americans with Disabilities Act.

MEETING MINUTES

Kootenai Metropolitan Planning Organization
Regular Board Meeting
March 10, 2016
Post Falls City Council Chambers, City Hall, First Floor
Post Falls, Idaho

Board Members in Attendance:

James Mangan, Chair	Worley Highway District
Jim Kackman, Vice Chair	Coeur d'Alene Tribe
Terry Sverdsten	East Side Highway District
Marc Eberlein	Kootenai County
Kerri Thoreson	City of Post Falls
Dick Panabaker	City of Hayden
Fred Meckel	City of Rathdrum
Rod Twete	Lakes Highway District
Marvin Fenn, Alternate	Idaho Transportation Department Dist. 1
Dan Gookin	City of Coeur d'Alene

Board Members Absent:

Terry Werner	Post Falls Highway District
Damon Allen	Idaho Transportation Department Dist. 1

Staff Present:

Glenn Miles	Executive Director
Bonnie Gow	Senior Transportation Planner
Kelly Lund	Executive Secretary

Attendees:

Monty Montgomery	Lakes Highway District
Donna Montgomery	KMPO Volunteer
Alan Eirls	Citylink
John Pankratz	East Side Highway District
Corey Clarke	Kootenai County
John Kelly	Bike CDA
Christopher DeLorto	HDR
Diane Fountain	Lakes Highway District
Kelly Brownsberger	Post Falls Highway District
Sean Hoisington	City of Hayden
Kevin Howard	Worley Highway District

1. Call to Order – James Mangan, Chair

The regular meeting of the Kootenai Metropolitan Planning Organization Policy Board was called to order by Chair James Mangan at 1:30 p.m.

2. Changes to the Agenda and Declarations of Conflicts of Interest

Mr. Richard Panabaker made a motion to approve the March 10, 2016 KMPO Board agenda as presented. Mr. Jim Kackman seconded the motion, which passed unanimously.

Chair Mangan noted there were no conflicts of interest declared.

3. Approval of January 14, 2016 KMPO Board Meeting Minutes

Ms. Kerri Thoreson moved to approve the minutes of the January 14, 2016 KMPO Board meeting. Mr. Richard Panabaker seconded the motion, which passed unanimously.

4. Public Comments (limited to non-agenda items 3 minutes)

There were no public comments offered.

5. KCATT Recap & Recommendations – Sean Hoisington

a. STP Urban Application Update

Mr. Sean Hoisington noted there was an opportunity for a Call for Projects. Once projects have been identified, they can be slotted into the program for funding. Four projects were submitted – two from the City of Post Falls – Poleline Avenue/Chase Road roundabout and Chase Road BNSF crossing, City of Hayden – Ramsey Road/Wyoming Road to Lancaster Road, and a three-way partnership between the Cities of Coeur d’Alene, Dalton Gardens and Hayden – 4th Street from Dalton Road to Hanley Road. KCATT members will meet for a scoring session Tuesday, March 15th. Recommendations will be brought before the KMPO Board for adoption in April.

6. Administrative Matters

a. January and February 2016 KMPO Expenditures & Financial Report

Mr. Marc Eberlein moved to approve the expenditures for January and February 2016. Mr. Rod Twete seconded the motion, which passed unanimously.

b. KMPO – ITD Memorandum of Understanding – Final Draft

Mr. Miles explained the Memorandum of Understanding (MOU) between ITD and KMPO outlines the mutual responsibilities between the organizations. In the past, the agreement has been structured to reflect KMPO’s responsibilities. The Federal Highway Administration (FHWA) reviewed the last document and noted ITD had responsibilities that should be included. The new MOU reflects the mutual roles and responsibilities of the transportation planning process in Idaho, the collaborative and cooperative process and the financial aspect as required by FHWA. It has been signed off by the Idaho Attorney General’s office for ITD and will be signed by all 5 Idaho MPOs. Mr. Miles recommended the Board authorize signing of the MOU.

Mr. Richard Panabaker moved to authorize Mr. Miles signing of the KMPO – ITD Memorandum of Understanding (MOU). Ms. Kerri Thoreson seconded the motion, which passed unanimously.

c. KMPO 2016 TIP Amendment #2 Advance to 2016 KN 13405 U.S. 95 Benewah Co Line to Worley Resurfacing – Administrative Amendment

Mr. Miles said, under the guidelines KMPO has with ITD on amending the Transportation Improvement Program (TIP), and under Federal regulations, agencies with the availability of funds can advance projects in the first three years of the six years program, but are required to go through a process. ITD has elected to advance the resurfacing project on US 95 from the Benewah County line to Worley. The project was schedule for 2017 and is being advanced to 2016. The guidelines allow for administrative amendments in order to prevent projects from being delayed. Mr. Miles can concur with ITD that an amendment is consistent with the guidelines; the amendment must be posted on the KMPO website and brought before the Board to advise them that the amendment has taken place. Mr. Miles received the request from ITD District 1 in

February; he concurred with the request so ITD could get the project out to bid this spring. The matter was on the agenda to advise the Board that the project was advanced from 2017 to 2016.

Mr. Fenn noted the State had surplus funds and had sent out a statewide request to accelerate projects in the program. This project met the criteria so was selected to advance in the program.

Chair Mangan noted this did not require a vote. Administrative approval allows the Executive Director to make the administrative amendment as long as the stipulations are met.

In response to a question raised by Mr. Eberlein regarding businesses being impacted, Mr. Miles noted the project was strictly an overlay project and within the right-of-way.

7. Public Transportation (Informational Items Provided to KMPO)

KMPO is not the Designated Recipient of FTA Funding for the provision of transit Service in Kootenai County. These informational items are provided as a service to the public and to local jurisdictions. Questions related to service, schedules, or concerns should be directed to Kootenai County.

a. Kootenai County Urban and Specialized Transit Report

Mr. Corey Clarke reported on the fixed route operations. Cost per rider in January was \$3.64, which was average. Ridership was down a bit in February with 12,997 passengers. There were 1,424 general Paratransit trips in February at a cost of \$25.24 per rider. Kootenai Health Paratransit carried 1,923 passengers in February which is up from January. He provided an update on the Paratransit bus RFP noting they had bid on six new Paratransit buses. The contract for that purchase should be finalized next week and the buses received no later than September. Mr. Clarke said they will be purchasing six new Cutaway buses which seat 14 people and 5 wheelchairs. He noted the Paratransit service is only available to those who qualify under ADA and is expensive because it is a door to door service; their cost is fairly standard. Paratransit service is required since a fixed route service is provided. They are hoping improvements to the fixed route would allow more riders to use that service in lieu of the Paratransit service.

The second public meeting on the Service and Fare Equity Analysis will be held at the Post Falls Library on April 7th; the first public meeting was held in February and only had a few attendees. The route analysis is being finalized; results will be presented next month. Mr. Clarke stated they were working with a consultant on the route analysis; current routes are confusing and not as frequent as they could be. Surveys have been handed out to some area employees. He spent six eight-hour shifts on the bus handing surveys out to passengers. The RFP for the Intelligent Transit Systems (ITS) is expected to be out before the end of the month. Mr. Clarke will provide more detailed information on project updates next month during a presentation.

b. Rural Transit Report – Alan Eirls

Mr. Alan Eirls clarified Mr. Clarke's report noting stops had been added to the Link route in order to reduce Paratransit services at different locations; adjustments are made to the fixed route service anytime they can make service more available and reduce the cost from \$25 to \$4 a ride. Mr. Eirls noted the last two months were quiet. Annual reports have been or are being done. Ridership has been on a steady incline; the B Route was the only route that went down during February. Once the winter months pass, ridership on the C Route is expected to climb. The route changes are expected to remove the confusion that had been discussed some time ago.

8. Other Business

a. Competitive Grant Opportunities through TIGER and Freight Discretionary Program

Two announcements were recently made – the TIGER grant and Notice of Funding Opportunity through the National Freight Program. The Freight Discretionary Program is a new program through the FAST Act which allows areas to compete nationwide for competitive grants on investments that would help the movement of freight and goods through urbanized and rural areas. He met with ITD staff to look at opportunities that might be worthwhile. There is general interest in moving the Port of Entry from the existing Huetter rest area to an area east of Pleasant View Road; the new facility would be similar to the state-of-the-art facility recently done by Washington DOT. They also looked at the US 95 corridor between I-90 and Highway 53; this project was approved by local jurisdictions and the KMPO Board about five years ago and had some access management recommendations that were vetted by the public. Mr. Miles noted the corridor between I-90 and Highway 53 is expected to be added to the National Freight Network. The last project was the Pleasant View Road grade separation at BNSF; ITD has finished the final design and will be moving into the right-of-way phase. The Pleasant View Road grade separation at BNSF could be vetted through either the National Freight Program or the TIGER Grant Program.

Mr. Miles asked for the Board's perspective on whether or not they should take the time to put the grants together in collaboration with local jurisdictions and ITD. Due to the type and scale of the projects, they are not expected to be funded by local funds anytime soon. Mr. Miles said these were good projects, but expressed the importance of regional support. In response to a question from Mr. Twete, Mr. Miles said he would place the highest priority on the Port of Entry, then the Highway 95 corridor, and suggested submitting a TIGER grant for the Pleasant View Road grade separation at BNSF. He noted the first two projects were on the National Freight Network and under a different competitive program. The proposed location of the weigh station east of Pleasant View Road is already in ITD ownership.

In February, Mr. Miles attended the Coalition of America's Gateways and Trade Corridors Board meeting in Miami. He had the opportunity to meet with the Deputy Assistant Secretary for Transportation Policy who suggested he select a good concise project and one they were willing to make happen as the project would have to be completed by June 2019. Mr. Miles felt each of the projects were doable within that timeframe. The freight program grants are looking for ways to move trucks more efficiently.

Chair Mangan noted there was skepticism on whether or not the Huetter bypass would occur and said moving the Port of Entry may demonstrate that the project is moving forward.

Through annexations and developer agreements, Mr. Miles said the City of Hayden has done a remarkable job of setting aside right-of-way for the Huetter corridor. He believed it was a good time to better define right-of-way and identify manageable project segments.

Mr. Meckel agreed.

Ms. Thoreson was also in agreement with the three proposed projects.

Mr. Fenn said, although Mr. Miles had tied the relocation of the port of entry in with the future Huetter corridor and the relationship to KMPO, the current port of entry location is in conflict with the expansion of Highway 41 and the way I-90 is currently operating. There are problems with ingress traffic and trucks in the right lane near the weigh-in-motion scale between the two large interchanges. The scale will be put into operation once it has been calibrated. Mr. Fenn noted the current level of service on the interstate system was at "D" and will be approaching "E." The

current port of entry is not in the right place any longer. All things considered, including the future Huetter corridor, he felt the port of entry should be relocated.

Chair Mangan said it appears the consensus is that the Board would like to see a list of recommended projects. There were no objections.

Mr. Miles will put together a list of projects for the Board.

9. Director's Report (written report included in Board packet)

Mr. Miles noted KMPO was a member of the Coalition of America's Gateways and Trade Corridors; their focus is how to improve safety and efficient movement of freight and goods across the nation in order to improve the economy. By Congress and DOT's statements, the group was instrumental in getting the freight program into the FAST Act. At the Coalition's February Board meeting in Miami, had an opportunity to meet with senior staff of the Senate and the Environment and Public Works Committee, the House Transportation and Infrastructure Committee who were the authors of the FAST Act, as well as the Deputy Assistant Secretary of Transportation Policy for USDOT. Those attending were given a tour of the Port of Miami and the International Trade Zone at the Miami International Airport. Mr. Miles commented on the amount of commerce that moves through the small area.

When this area starts looking at economic opportunities, in particular, the Lancaster Road, Hauser Lake, and Beck Road areas where there is access to key ingredients for economic development, interstate, power, and rail, the question becomes the logistical key that makes people decide to move to a location. Mr. Miles said he believes there are entrepreneurs in this area that are looking at new and innovative ways to grow the economy, but said it was important to have the right assets in the right location. The trip to Miami was a worthwhile trip and provided an opportunity to see how people have been innovative and how they have taken the opportunity to make something happen that may not have otherwise occurred; transportation logistics is an important part of it.

As noted in the Director's Report, Ms. Gow has been working on the Highway 41 Corridor Plan Update; the update is expected to be before KCATT in March.

Mr. Hoisington reported KCATT would be scoring the urban projects next week.

The ITD payment system was shut down for approximately two months. Mr. Miles noted the importance of having the cash flow they have built up; the month-end balance was \$56,000.

Mr. Kackman noted the Board had discussed the establishment of a Regional Public Transportation Authority (RPTA) last year.

Mr. Miles confirmed a discussion regarding the creation of an RPTA within the Public Transportation Plan took place during the February 2015 Board meeting. Due to changes in the system, the matter was deferred until fall of 2015.

Mr. Kackman said he has always believed the RPTA had merit and would like to see if fully vetted by the Board to see if they would like to again explore it as an option.

Chair Mangan noted a paper on an RPTA had been done by KMPO. He would like to locate the document and find out what needs to be done to "reactivate it." Chair Mangan felt the matter was worthwhile and said it should be added to April's agenda for discussion.

Mr. Kackman agreed.

Ms. Thoreson noted she attended her first KMPO Board meeting in August of 2015 so missed previous discussions. She was inclined to support it, but was very interested in learning more about the option.

Mr. Miles confirmed this was not a taxing authority. The matter will be added to the April agenda at the Board's request. Mr. Miles suggested having Kelli Fairless, Executive Director of Valley Regional Transit, attend to discuss the process and answer any questions. Valley Regional Transit is an RPTA that services both Ada and Canyon Counties.

Mr. Mangan felt it would be advantageous for her to attend.

Mr. Miles will check Ms. Fairless's availability for the April Board meeting.

10. Board Member Comments

Mr. Fenn reported the interchange at Wolf Lodge opened for bid on Monday; it will go out for construction this summer. A project on Highway 41 north of Rathdrum to Highway 54 is also out to bid, will be done this summer and incorporates a safety improvement project. The Ironwood intersection is expected to open late summer. A rehabilitation project on I-90 from Northwest Boulevard to Sherman Avenue will go out to bid this fall.

Mr. Twete noted Lakes Highway District had several projects open for bid on Tuesday. They are crushing rock at the Garwood pit. Mr. Twete stated the District had a lot going on this year.

Ms. Thoreson noted there was construction going on at the I-90 overpass on Highway 41; pedestrian implements are being installed.

Mr. Eberlein commented that the Kootenai County Airport and City of Hayden had done a nice job of working on solutions to the Ramsey Road extension project.

11. Next Meeting – April 14, 2016

12. Adjournment

There being nothing further before the Kootenai Metropolitan Planning Organization Board, Chair Mangan adjourned the March 10, 2016 meeting without objection.

The regular meeting was adjourned at 2:21 p.m.

Recording Secretary



City of Coeur d' Alene
 City of Post Falls
 City of Hayden
 City of Rathdrum
 Coeur d' Alene Tribe
 East Side Highway District
 Idaho Transportation Department
 Kootenai County, Idaho
 Lakes Highway District
 Post Falls Highway District
 Worley Highway District

Item 5.a.

Cooperatively Developing a Transportation System for all of Kootenai County, Idaho

MEMORANDUM

DATE: April 5, 2016
TO: KMPO Board
FROM: Glenn F. Miles, Executive Director
SUBJECT: **STP Urban Fund Applications – Scoring & Ranking Results**

Recommendation:

KCATT has recommended a prioritized list of projects to the KMPO Board for consideration and adoption as the project list to utilize during development of the 2017-2021 Transportation Improvement Program.

FINAL RANKING LIST (IN ORDER) PRIORITY LIST FROM SCORING	
Ramsey Rd - Wyoming to Lancaster - City of Hayden	66
Chase BNSF – City of Post Falls	56
4th St - Dalton to Prairie – Cities of Dalton Garden, Coeur d' Alene, Hayden	55
Poleline/Chase Roundabout – City of Post Falls	52

Supplemental Information:

On March 25, 2016 KMPO received a request from the City of Dalton Gardens to modify their projects scope of work in order to respond to concerns expressed about the project during the project scoring and during the KCATT meeting on March 22nd that it did not adequately address pedestrian and bicycle features typically found in an urbanized area. In response, the City has modified the proposed road profile to include sidewalks and bike lanes on the roadway. They are not requesting additional funding, nor are they requesting the project be re-scored. (see attached letter

Since the request does not impact scoring or funding being requested, staff recommends the modified design, concept and scope be accepted for the City of Dalton Gardens project.

Background:

KMPO recently is the 2016 Call for Projects for the Surface Transportation Program (STP) funding for the years 2017- 2021. The STP application form and evaluation criteria were developed in coordination with the KCATT subcommittee. The deadline for the applications call was Friday, February 26 2016

KMPO received 5 applications for consideration; however, one was located outside the Federal Urbanized Area Boundary, which disqualified the project from moving further in the process. The remaining projects:

- A. City of Dalton Gardens in collaboration with the City of Coeur d’ Alene and City of Hayden. The project would reconstruction 4th street from Hanley Avenue to Prairie Avenue with round a bouts constructed being constructed at two locations.

Reconstruction on Existing Alignment with minor widening to meet safety standards, pedestrian and Bike ways

Preliminary Engineering	-	\$365,000
Right of Way	-	\$ 56,000
Construction	-	<u>\$3,839,000</u>
Total Project Estimate		\$4,260,000
Federal Participation		\$3,947,300
Local Participation		\$ 312,700

- B. City of Hayden project would add additional funding to the Ramsey Road extension project from Wyoming to Lancaster Road, approximately 1 mile. The request would remove the non-participating funding currently (2.2 million) shown in the TIP to Federal funding:

KN 12310 Ramsey Rd, Wyoming Ave to Lancaster Rd

Preliminary Engineering	-	\$660,000	Previously Obligated
Right of Way	-	\$760,000	
Construction	-	<u>\$3,756,000</u>	
Total Project Estimate		\$5,176,000	
Federal Participation		\$4,796,082	
Local Participation		\$ 379,918	

- C. City of Post Falls project 1 would reconstruct a BNSF railroad crossing on Chase Road Reconstruction on Existing Alignment with BNSF Railroad Crossing Improvements

Preliminary Engineering	-	\$100,000
Right of Way	-	\$ N/A
Construction	-	<u>\$362,000</u>
Total Project Estimate		\$462,000
Federal Participation		\$428,000
Local Participation		\$ 34,000

D. City of Post Fall project 2 would construct a roundabout at Poleline and Chase Road
Construction of a roundabout on existing alignment,

Preliminary Engineering	-	\$163,000
Right of Way	-	\$ 30,000
Construction	-	<u>\$932,000</u>
Total Project Estimate		\$1,125,000
Federal Participation		\$1,042,425
Local Participation		\$ 82,575

Applications were scored on Tuesday, March 15th by the KCATT committee. The list of project applications ranked by score is as follows and the process will be discussed at the next KCATT meeting on March 22nd, 2016:

As discussed during previous KCATT meetings an analysis would be conducted on the scoring to determine if any inadvertent bias may be introduced into the scoring process. The projects show that while the range of deviation was relatively low on three given the possible points that could be scored, the range on the fourth was over half again as much. This analysis then looked at the range of scores from both a 1 Standard Deviation and 2 Standard Deviation from the arithmetic mean for individual scores for each project. The analysis is provided within this memo.

FINAL RANKING LIST (IN ORDER)	
PRIORITY LIST FROM SCORING (1 STD DEVIATION)	
Ramsey Rd - Wyoming to Lancaster ~ City of Hayden	67
Chase BNSF ~ City of Post Falls	56
4th St - Dalton to Prairie ~ City of Dalton Gardens/City of Coeur d Alene/City of Hayden	55
Poleline/Chase Roundabout ~ City of Post Falls	52

FINAL RANKING LIST (IN ORDER)	
PRIORITY LIST FROM SCORING (2 STD DEVIATION)	
Ramsey Rd - Wyoming to Lancaster ~ City of Hayden	66
Chase BNSF ~ City of Post Falls	56
4th St - Dalton to Prairie ~ City of Dalton Gardens/City of Coeur d Alene/City of Hayden	55
Poleline/Chase Roundabout ~ City of Post Falls	52

The resulting analysis indicates the variation of the scores, while large in range, appear to have sufficient offsetting values to balance out the differences; therefore resulting in similar results. In essence those scoring the projects on the margins appear to have offset each other.

“Thank you” to all of you that participated in this process and we will be conducting a post Call for Projects review to improve the process, application, and scoring activities.

KMPO STP URBAN FUNDING APPLICATION SCORING & RANKING SUMMARY

3/18/16

Score Evaluation of 1 Standard Deviation

SCORES BEFORE ARITHMATIC STANDARD DEVIATION

PROJECT	Scorer 1	Scorer 2	Scorer 3	Scorer 4	Scorer 5	Scorer 6	Scorer 7	Scorer 8	Scorer 9	Scorer 11	MEAN	STANDARD DEVIATION		
												STD DEVIATION	MEAN -1 STD	MEAN +1 STD
Ramsey Rd - Wyoming to Lancaster ~ CoH	59	61	65	66	68	66	67	67	77	67	66.3	4.5	61.8	70.8
Chase BNSF ~ CoPF	55	55	56	51	56	61	59	58	55	52	55.8	2.9	52.9	58.7
Poleline/Chase Roundabout ~ CoPF	48	51	43	47	54	50	56	52	61	56	51.8	4.9	46.9	56.7
4th St - Dalton to Prairie ~ CoDG/CoC/CoH	46	60	60	48	58	63	62	42	49	57	54.5	7.1	47.4	61.6
Average per Scorer	52.0	56.8	56.0	53.0	59.0	60.0	61.0	54.8	60.5	58.0	57.1	3.0	54.1	60.1

SCORES APPLYING ARITHMATIC STANDARD DEVIATION

PROJECT	Scorer 1	Scorer 2	Scorer 3	Scorer 4	Scorer 5	Scorer 6	Scorer 7	Scorer 8	Scorer 9	Scorer 11	MEAN
Ramsey Rd - Wyoming to Lancaster ~ CoH			65	66	68	66	67	67		67	66.6
Chase BNSF ~ CoPF	55	55	56		56			58	55		55.8
Poleline/Chase Roundabout ~ CoPF	48	51		47	54	50	56	52		56	51.8
4th St - Dalton to Prairie ~ CoDG/CoC/CoH		60	60	48	58				49	57	55.3

FINAL RANKING LIST (IN ORDER)	
PRIORITY LIST FROM SCORING (1 STD DEVIATION)	
Ramsey Rd - Wyoming to Lancaster ~ CoH	67
Chase BNSF ~ CoPF	56
4th St - Dalton to Prairie ~ CoDG/CoC/CoH	55
Poleline/Chase Roundabout ~ CoPF	52

Denotes scores outside 1 Standard Deviation from the arithmetic mean

57

KMPO STP URBAN FUNDING APPLICATION SCORING & RANKING SUMMARY

3/18/16

Score Evaluation of 2 Standard Deviations

SCORES BEFORE ARITHMATIC STANDARD DEVIATION

PROJECT	Scorer 1	Scorer 2	Scorer 3	Scorer 4	Scorer 5	Scorer 6	Scorer 7	Scorer 8	Scorer 9	Scorer 11	MEAN	STANDARD DEVIATION		
												STD DEVIATION	MEAN -2 STD	MEAN +2 STD
Ramsey Rd - Wyoming to Lancaster ~ CoH	59	61	65	66	68	66	67	67	77	67	66.3	4.5	57.3	75.3
Chase BNSF ~ CoPF	55	55	56	51	56	61	59	58	55	52	55.8	2.9	50.1	61.5
Poleline/Chase Roundabout ~ CoPF	48	51	43	47	54	50	56	52	61	56	51.8	4.9	41.9	61.7
4th St - Dalton to Prairie ~ CoDG/CoC/CoH	46	60	60	48	58	63	62	42	49	57	54.5	7.1	40.2	68.8
Average per Scorer	52.0	56.8	56.0	53.0	59.0	60.0	61.0	54.8	60.5	58.0	57.1	3.0	51.1	63.1

SCORES APPLYING ARITHMATIC STANDARD DEVIATION

PROJECT	Scorer 1	Scorer 2	Scorer 3	Scorer 4	Scorer 5	Scorer 6	Scorer 7	Scorer 8	Scorer 9	Scorer 11	MEAN
Ramsey Rd - Wyoming to Lancaster ~ CoH	59	61	65	66	68	66	67	67	77	67	66.3
Chase BNSF ~ CoPF	55	55	56	51	56	61	59	58	55	52	55.8
Poleline/Chase Roundabout ~ CoPF	48	51	43	47	54	50	56	52	61	56	51.8
4th St - Dalton to Prairie ~ CoDG/CoC/CoH	46	60	60	48	58	63	62	42	49	57	54.5

FINAL RANKING LIST (IN ORDER)	
PRIORITY LIST FROM SCORING (2 STD DEVIATION)	
Ramsey Rd - Wyoming to Lancaster ~ CoH	66
Chase BNSF ~ CoPF	56
4th St - Dalton to Prairie ~ CoDG/CoC/CoH	55
Poleline/Chase Roundabout ~ CoPF	52

Denotes scores outside 2 Standard Deviation from the arithmetic mean



KOOTENAI METROPOLITAN PLANNING ORGANIZATION

EXPENSES March, 2016

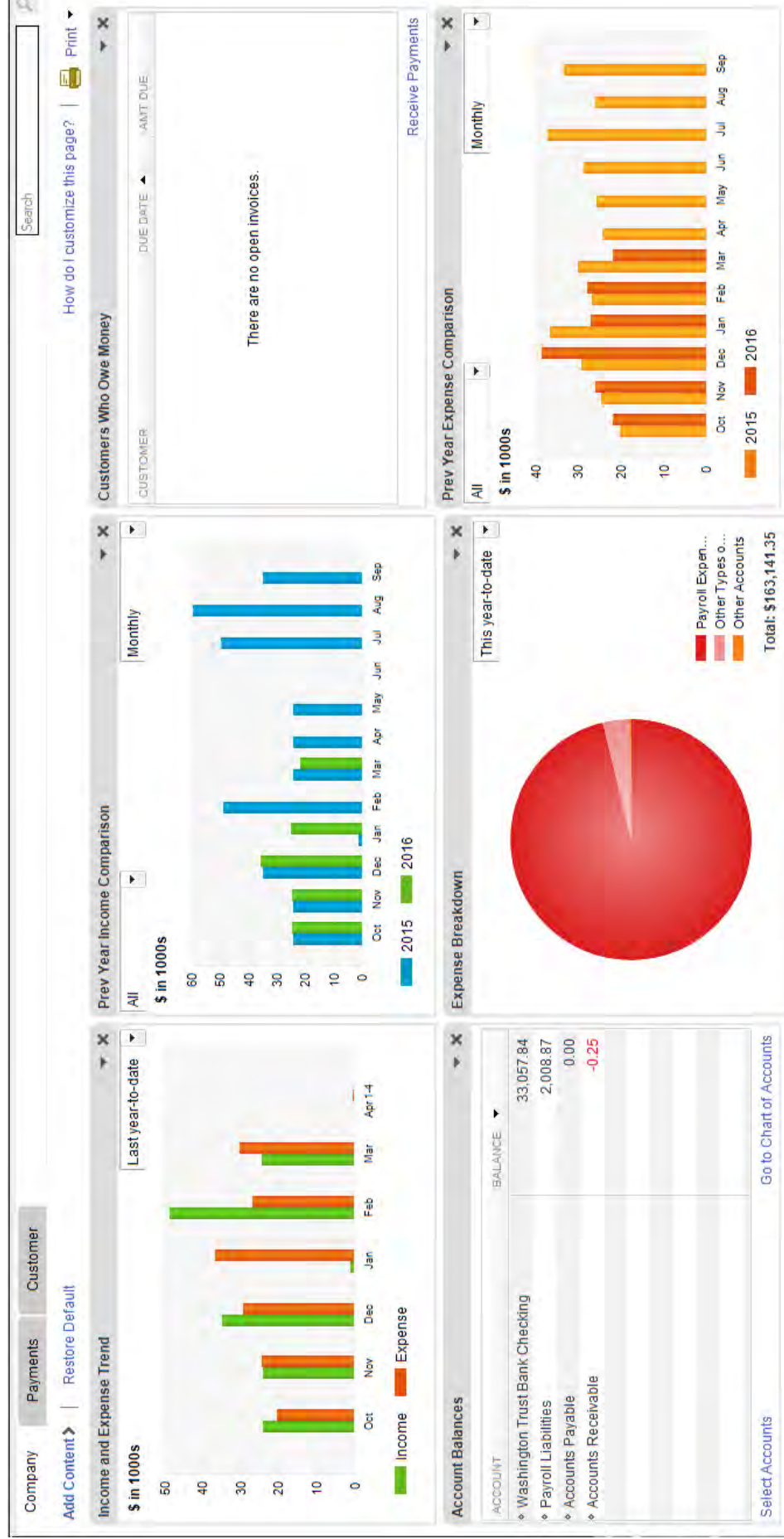
As of this date **April 14, 2016**, the Kootenai Metropolitan Planning Organization Board approves reimbursements and payments made for the expenses in March 2016 included in the following list, in the total amount of **\$ 34,477.16**

Chair: _____

March 2016						
Type	Num	Date	Name	Memo	Paid Amount	
Check		03/31/2016		Service Charge	1.50	
Check	ACH	03/28/2016	Vision Service Plan	VSP April 2016 Premium #EO01161825	32.43	
Check	Debit Card	03/09/2016	USPS	USPS Postage #151900-9550	14.70	
Check	Debit Card	03/23/2016	Choice Hotels	Boise #0339 03/23/16 23000222	45.00	
Check	Debit Card	03/24/2016	Southw est Airlines	Urban Balancing Boise	138.46	
Check	Debit Card	03/24/2016	Southw est Airlines	SWA CAGTC Annual Meeting D.C.	395.46	
Check	Debit Card	03/29/2016	Staples Inc.	Staples Office Supplies	100.68	
Liability Check	E-pay	03/09/2016	United States Treasury	27-0061680 QB Tracking # 262172062	2,520.34	
Liability Check	E-pay	03/24/2016	United States Treasury	27-0061680 QB Tracking # 265320272	2,520.38	
Liability Check	2082	03/01/2016	Delta Dental	March Premium	196.09	
Bill Pmt -Check	2083	03/01/2016	Visionary Communications	Webhosting and Email	20.57	
Bill Pmt -Check	2084	03/01/2016	Global Realty Advisors	250 Northw est Blvd Ste 209	1,269.76	
Bill Pmt -Check	2088	03/09/2016	Coeur d' Alene Press	CdA Press Ad Meeting Dates for 2016	96.13	
Bill Pmt -Check	2089	03/09/2016	Frontier Communications	March 2016 Phone and Internet	154.45	
Liability Check	2090	03/09/2016	Idaho State Tax Commission	February 2016 Withholding	986.00	
Bill Pmt -Check	2091	03/09/2016	AVISTA	AVISTA Utilities March 2016	98.37	
Liability Check	2092	03/09/2016	PERSI	Contributions	1,639.78	
Liability Check	2096	03/24/2016	PERSI	Contributions	1,639.78	
Liability Check	2097	03/24/2016	Regence Blue Shield of Idaho	April 2016 Premium	5,135.31	
Bill Pmt -Check	2098	03/24/2016	Unum	March 1-April 30, 2016	446.08	
Check	2099	03/24/2016	Bonnie LJ Gow	Mileage 10/27/15-03/10/2016	86.40	
Check	2100	03/24/2016	Kelly A Lund	Mileage 01/14/16-02/03/2016	16.74	
Liability Check	2101	03/30/2016	Delta Dental	April 2016 Premium	196.09	
				Operating Expenses:	\$ 17,750.50	
				Salary Expense:	\$ 16,726.66	
				Total March Expenses	\$ 34,477.16	

Kootenai Metropolitan Planning Organization April 2016 Financial Snapshot

April 4, 2016





City of Coeur d' Alene
City of Post Falls
City of Hayden
City of Rathdrum
Coeur d' Alene Tribe
East Side Highway District
Idaho Transportation Department
Kootenai County, Idaho
Lakes Highway District
Post Falls Highway District
Worley Highway District

Item 8.A.

Cooperatively Developing a Transportation System for all of Kootenai County, Idaho

MEMORANDUM

DATE: April 5, 2016
TO: KMPO Board
FROM: Glenn F. Miles, Executive Director
SUBJECT: Regional Public Transportation Authority (RPTA)

Recommendation:

The KMPO consider approving a request to put a Regional Public Transportation Authority (RPTA) issue on the ballot in November and authorize staff to provide assistance in the development and implementation of a public information campaign an RPTA

Background:

Since 2005, the KMPO Board of Directors have considered the putting an RPTA on the ballot. The Board previously created an RPTA feasibility Study Team that found an RPTA was essential to establishing a formal public transportation system for Kootenai County. In August 2012, the KMPO Board as part of the adoption of the Regional Public Transportation Plan Update, reaffirmed the need to establish a countywide RPTA, and a motion to advance a ballot measure during an even year election, pursuant to Idaho Code was approved. This was based on the updated plans finding found on pages 42 and 43

The key issues that must be addressed in order to ensure the continued sustainability of the public transit system in Kootenai County fall into three major categories: governance, funding and service development. Each critical issue area is presented separately below, below. However, because the issues are interdependent, there is some overlap between the categories.

GOVERNANCE

At present, formal governance responsibilities for public transit in the region are split. Two key areas where this occurs are compliance with Federal regulations and responsibility for service decisions, as described below:

- *Split Responsibilities for Federal Compliance*

The Coeur d'Alene Tribe (CDA Tribe) has a dual role as both a provider of service and a recipient of rural and some special program funds. The State is the "Designated Recipient" of Federal Transit Authority (FTA) funding for rural areas and special programs. The Idaho Department of Transportation requires the CDA Tribe to comply with FTA terms through contractual agreements.

Kootenai County is the "Designated Recipient" for urban area funds and some special program funds. Kootenai County also requires its subcontractors (the CDA Tribe, other providers and recipients of capital funds) to comply with the FTA terms through contractual agreements.

- *Split Responsibilities for Service Decisions*

Kootenai County is responsible for service decisions in the urban area while the CDA Tribe is responsible for rural service decisions. However, because the CDA Tribe matches all the Federal rural funds and most the Federal urban funds, in practice they have a significant say in what they are willing to support in the urban area. The Tribe has made many decisions on service provisions that benefit the communities in both urban and rural areas enabling riders to get to their destinations for work, shopping, education, or recreation.

Kootenai County is responsible for Americans with Disabilities Act (ADA) Paratransit service provisions in the urban areas. Similarly, the CDA Tribe is responsible for meeting the ADA requirements in the Tribal areas. For the urban areas, the amount of ADA Paratransit service provided is determined as follows:

- * Fixed route services operated (Paratransit availability must match the geographic area, hours and days of fixed route services);*

- * Availability of other providers (Kootenai Medical Center, volunteer driver programs, providers of services for individuals eligible for Medicaid Non-emergency Medical Transportation, services for individuals with developmental disabilities and other human service programs); and*

- * Demand for services.*

Addressing Governance Issues

Ideally, a unified governance mechanism would be in place to guide the management of public transit services inside the service area. Generally a single governance structure is preferred because it aligns control of operations with funding contributions, provides for effective decision-making that is responsive to the changing needs in the region and provides accountability for the decisions that are made. Other benefits of such a structure are that it involves all jurisdictions and provides opportunities for residents and transit riders to be involved in decision-making where appropriate.

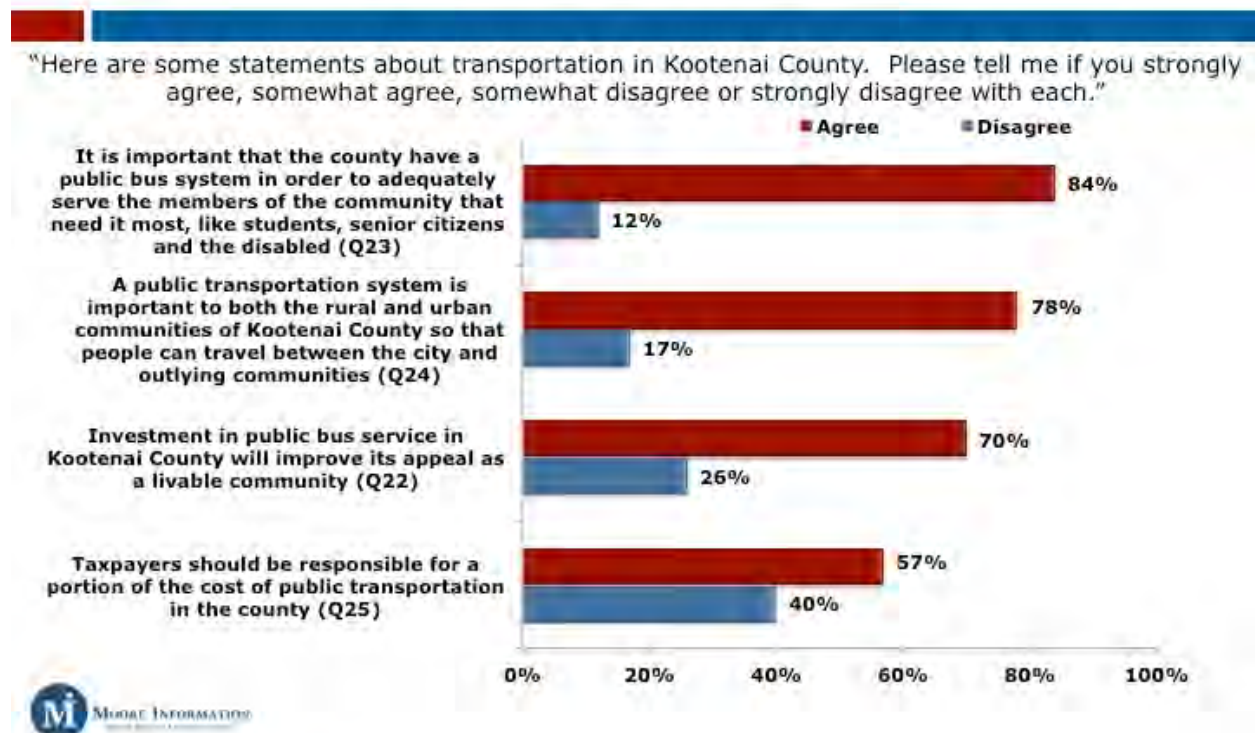
Creating and implementing a unified governance mechanism would ensure effective decision-making for service issues, financial issues and for integrating the transit mode with other modes of transportation within the service area. It is important that the decision-making process provide for a cost-effective balance of fixed, flexible and commuter services and supports the development of a wide range of mobility options. In the long run, this is critical for balancing mobility with an investment in the transit mode.

Unfortunately, the Plan adoption in August 2012 left too little time to launch an adequate public information campaign and go through the resolution approval process to place it on the November 2012 General Election ballot.

Also as part of the extensive update in 2012, KMPO through Transit Plus Inc., retained the services of Moore Information Inc. a widely recognized polling firm based out of Portland, OR. The firm was retained to determine the extent citizens in Kootenai County were aware of public transportation services, their opinion on the service currently provided, their opinion on the priorities of who segments of the population were most important to serve, and their opinion on creating an RPTA to unify, streamline and promote public transportation within the County.

The survey found strong support of voters for the importance of public transportation.

Message Testing



The survey found that 84% of those surveyed recognized the importance of serving members of the community that need it most and 78% agreed it was important to connect the urban and rural areas within the County. It is also interesting to note that residents recognized public transportation will improve Kootenai County's appeal as a livable community].

In the review by Transit Plus Inc. they concluded:

Summary of Primary Needs

- A **single cohesive governance structure** and decision-making process is needed that will:
 - * Support connected rural and urban services;
 - * Support cost-effective decisions for fixed, flexible and Paratransit services; and
 - * Align funding with service decision-making.
- A **sustainable financing mechanism** is needed for transit services today and in the future as the Kootenai County population increases to 250,000.
- **Service development** needs:
 - * Adequate ADA Paratransit services need to be developed in conjunction with transit service development;
 - * Expanded services over time to meet the needs of a growing and aging population. Service will need to respond to growth and population changes in cities as well as changes in employment centers and travel patterns.

In February, 2015 the KMPO Board was requested to revisit the creation of an RPTA. This request was deferred to the late fall of 2015, as Kootenai County was in the process of reorganizing the public transportation operations within the Kootenai County Grants Management Office.

In March, 2016 a request was again made to revisit the question of establishing an RPTA at the April 2016 Board meeting and see if Ms. Kelli Fairless, Executive Director of Valley Ride, the RPTA serving Ada and Canyon Counties would be able to meet with the KMPO Board. Ms. Fairless will be attending the KMPO Board meeting to provide a presentation and have a discussion with the Board.

Discussions held since the March KMPO Board meeting:

Since the March Board meeting I have met with several members of the Board to discuss what an RPTA looks like and the mechanics of what it takes to create such an authority under Idaho Code. The meetings have been both positive and constructive. The general theme is that an RPTA would provide an agency that has a single focus on providing public transportation that serves both urban and rural areas; has collaborative decision-making that includes local jurisdictions, the county, local highway districts, and the Coeur d' Alene Tribe; and creates a formal structure to establish public transportation policies on service, operations, and financial matters. There was a strong belief that since the urban public transportation service is virtually all within incorporated jurisdictions, those jurisdictions should be part of making final decisions on where and how public transportation is provided. One member of the Board and one local staff person has expressed concern about the future financial costs to RPTA members and specifically the prospects of the Coeur d' Alene Tribes continued financial participation in the urban program if an RPTA is established. (As noted in the governance item earlier in this memo)

As a member of the Coeur d' Alene Chamber's Public Policy Committee, I had a last minute opportunity to speak at a Joint Public Policy Committee of the Post Falls and Coeur d' Alene Chambers of Commerce. The meeting, also attended by KMPO Board member Thoreson provided a unique opportunity to get a business perspective on the idea of creating an RPTA in Kootenai County. Since it was an informational presentation, no formal positions were taken on

the topic; however, the feedback was significantly positive and well received by the attendees. The general feedback was that it makes sense, includes the right jurisdictions, and focused decision-making at the right level. One attendee referred to it as a “no-brainer.”

Since this is agenda item for April, I have not moved forward with further discussions in the community until the KMPO Board has taken a position on whether or not to request the issue be placed on the November 2016 ballot.



**REGIONAL PUBLIC
TRANSPORTATION AUTHORITY
(RPTA)
WHITE PAPER**
(Updated 03-15-2016)

The information contained within this White Paper have been derived from a variety of cited sources. Any views and/or opinions that may be expressed are an attempt to ensure an accurate context and balanced perspective of the subject matter

Kootenai Metropolitan Planning Organization
250 Northwest Blvd., Suite 209
Coeur d' Alene, Idaho 83814

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Background

In 1991, a legislative committee was formed to study the need for a public transportation policy in the State of Idaho. The committee's work led to the adoption of Section 40-514 of the Idaho Code that created the Public Transportation Advisory Council (PTAC). The PTAC's purpose is to "advise the Idaho transportation department on issues and policies regarding public transportation in Idaho... participate in planning activities, identify transportation needs, and promote coordinated transportation systems." An Interagency Working Group (IWG) comprised of representatives from the Idaho Transportation Department (ITD) and other affected state agencies was also established. The IWG is tasked with "analyzing public transportation needs, identifying areas for coordination, and developing strategies for eliminating procedural and regulatory barriers to coordination at the state level."¹

The law also stipulates that ITD:

- Develop a uniform data collection and reporting system
- Develop a comprehensive plan for public transportation
- Provide assistance to operators of local and regional transportation systems

In 1994, the Idaho Legislature passed the Regional Public Transportation Act (Title 40, Chapter 21 of the Idaho Code) allowing cities and counties to form public transportation authorities. The legislation was approved without designating a funding source for the authorities.²

What is a Regional Public Transportation Authority (RPTA)?

A regional public transportation authority is a governmental agency created by ballot initiative to collectively address public transportation services within each county or region that deems such an agency necessary.

How is an RPTA formed?

An RPTA can be formed on a county or regional basis. A countywide authority must include the entire geographical area of the county. A regional authority may include the contiguous parts of one or more counties. If the city councils and county commissions of all cities and counties wholly or partially included in the proposed region approve a resolution proposing the establishment of an RPTA, the question shall be submitted for voter approval. A simple majority is needed for passage.

¹ I.C. § 40-514.

² The Coalition for Regional Public Transportation, Final Report and Recommendation, 2007, p. 5-6.

What are the RPTA's responsibilities?

An RPTA “shall provide public transportation services, encourage private transportation programs and coordinate both public and private transportation programs, services and support functions.”³

How is an RPTA governed?

An RPTA is governed through a board of directors. The board is initially comprised of a minimum of five members with two from the county commission, two from each city with a population of 25,000 or greater, one from each city with a population of less than 25,000 and one representing the highway district(s). “Board members may be elected officials of the appointing agency or they may be representatives empowered by the agency to act in its best interests. The highway district board member shall be appointed by the board of commissioners of the highway district in counties with a single county-wide highway district or, in counties with more than one (1) highway district, by the board of county commissioners in consultation with all highway district commissions wholly or partially contained within the region.”⁴

How many RPTAs are in Idaho?

There currently are two RPTAs in Idaho. Bonneville County was the first to approve the formation of a countywide RPTA (the Targhee Regional Public Transportation Authority). In 1998, voters in Ada and Canyon counties voted for the formation of a RPTA (now called Valley Regional Transit or Valley Ride).

What are the advantages of an RPTA?

One advantage of an RPTA is that its focus is solely on public transportation issues in its area of jurisdiction. This narrowed focus can result in better coordination of services, closer monitoring of federal grant programs and a unified effort to secure federal and local funding. An RPTA also provides accountability to the public, stakeholders and member jurisdictions. Thus, the RPTA must appropriately represent the interests of all parties involved. An RPTA serves as a single, consolidated face for transit that will be helpful in building public confidence in the system. An RPTA also has the structure that could be expanded to serve a broader multi-county area.⁵

Does the RPTA law provide for a funding mechanism for transit services?

No. Counties, cities, highway districts and other governmental entities such as the Coeur d' Alene Tribe within the region may, at their discretion, enter into a

3 I.C. § 40-2104.

4 I.C. § 40-2106.

5 Nelson\Nygaard, *KMPO Public Transportation Feasibility Study*, 2005, p. 54.

cooperative agreement with the authority in order to contribute funds from any source, provide services-in-kind and loan or convey real and personal property to the authority in recognition of costs of the authority, to maintain continuity of existing public transportation services, or to implement new services.

How is public transportation funded now?

Transit service in Kootenai County is supported by voluntary local contributions from the local jurisdictions and the Coeur d' Alene Tribe that receive services. These local contributions are used to help match federal transit grants. These funds pay for transit operations, capital purchases, planning efforts and administrative costs. Resort cities in Idaho with populations less than 10,000 are able to provide local funding through monies raised by a local option tax. The Cities of McCall and Ketchum/Sun Valley provide funds from this local option tax for public transportation.⁶

Existing RPTAs in Idaho

Targhee Regional Public Transportation Authority

The Targhee Regional Public Transportation Authority (TRPTA) in Bonneville County was formed in 1995. TRPTA's service area includes Idaho Falls, Arco, Challis, Mackay, Driggs, Rexburg, Salmon and other communities in Southeastern Idaho. TRPTA's transit service is commonly referred to as PTA. PTA provides deviated fixed route ("FLEX") service and serves the City of Idaho Falls.

Valley Regional Transit RPTA

Voters in Ada County and Canyon County recognized the need for a regional public transportation system and approved the formation of a RPTA for the region in November 1998. The law stipulates that where an RPTA is approved, it will have sole jurisdiction over public transportation services inside its region. Community Planning Association of Southwest Idaho (COMPASS) was instrumental in the educational outreach efforts forming the RPTA.

In December 1998, COMPASS members (then Ada Planning Association), helped form a RPTA Board of Directors to serve each county. In early 1999, the two RPTA Boards voted to merge together to form one RPTA, named Valley InterArea Transportation (VIATrans). In June 2002, the VIATrans Board voted to change the agency name to ValleyRide.

In July 2002, all assets of the Boise system (Boise Urban Stages, or BUS) were transferred to ValleyRide. ValleyRide became the grantee and designated recipient of federal funding for public transportation in Ada County and Canyon County. ValleyRide also operates the bus line in Garden City. In 2003,

⁶ Valley Regional Transit, *Transit News Report*, 2006.

ValleyRide entered into agreements to provide service in Nampa and Caldwell as well as between Ada County and Canyon County. The confusion between the various bus services and the RPTA caused the agency to change its name again in November 2004, to Valley Regional Transit. Bus services are still referred to as ValleyRide.⁷

Other Governance Options

A municipal or county government is another option for the provision of public transportation. Municipally run systems typically form around the interest of providing transit in a single city, often the largest city in a region. However, municipal providers can and do provide service to other areas through the establishment of joint powers agreements. For example, Pocatello Transit operates service to a number of smaller communities and rural areas through established funding agreements with local city and county governments.

Municipally governed regional transit operations present a number of challenges. Sometimes, a city or county governance structure limits regional representation and can lead to imbalanced funding and service priorities. Were a city or county be appointed lead agency for the regional public transportation system, its governing board (city council or county commission) would decide policy for the region. An advantage of such an arrangement is that these are standing policy boards so a new board would not be required. A potential disadvantage would be that some jurisdictions within the county would perceive this as an unbalanced representation of interests. A city council or county commission is formed to set policy for its jurisdictional area and may not be structured to equitably represent all interests.

Under a municipal or county governance system, regional powers and authority would need to be established through inter-jurisdictional agreements. Many public transportation providers around the country operate under joint powers agreements. These provide the lead agency authority to set policy and administer services but typically set clear agreements that a specified type, amount and/or level of service will be provided in exchange for annual operating fund contributions and/or match funds for capital.

As discussed previously, public transportation funding in Idaho is reliant on local jurisdictions to provide matching funds to access federal dollars or to provide any service not covered by federal funds. If a local jurisdiction were designated as the federal fund recipient for the region, it would also be required to collect local fund contributions from other area jurisdictions. Once again, inter-jurisdictional agreements would need to be put in place to ensure equitable distribution of federal funds to those jurisdictions providing matching funds.

⁷ COMPASS, *Communities in Motion*, 2006, Chapter 3, p. 62.

Operating as a transit department of a city or county government or under a department such as Public Works puts transit in direct competition for local general funds. Transit systems operating under a department of local government are often put in the tenuous position of competing directly with critical services such as police and fire.⁸ Conversely, while an RPTA would need to request local funds from the various jurisdictions it serves, the authority structure provides a degree of separation from local budget processes.

Future Legislative and Funding Options

While there are no solid efforts for new legislation, the following entities continue to explore future funding solutions:

Interagency Working Group – mission is to “provide leadership in coordinating safe, efficient and accessible public transportation services to Idaho.” Members include representatives from the Idaho Transportation Department, Division of Medicaid, Community Transportation Association of Idaho, Commission on Aging, Department of Health and Welfare, Division of Vocational Rehabilitation, Department of Labor, Department of Education, Council on Developmental Disabilities, Friends of Children and Families, Inc., and the Office of the Governor.

Public Transit Advisory Council (PTAC) – members are appointed by the Idaho Transportation Board and come from all 6 regions of the state. The PTAC reviews funding recommendations from staff and provides recommendations to the Idaho Transportation Department regarding public transportation needs.

Community Transportation Association of Idaho – membership organization made up of public transportation advocates as well as rural and urban area transit providers across the state. (www.ctai.org)

ITD Division of Public Transportation – the Division at ITD that provides assistance to transit providers related to federal funding and otherwise works to improve public transportation.¹³

¹⁰ State of Idaho, Legislative Session Data (<http://www3.state.id.us/oasis/>) 2008.

¹² Association of Idaho Cities (<http://www.idahocities.org/>) 2008.

Potential Funding Mechanisms for Public Transportation¹⁴

Mechanism	Description
Business Improvement District	Initiated by petition, must be signed by those owning businesses that would pay at least 50% of the proposed assessment. Miscellaneous statutory requirements for notifications, letters of intent, hearings, project list, etc. Assessment can be levied based on classification of business, including degree of benefit from the district through the establishment of zones.
Development Impact Fees	A payment of money imposed as a condition of development approval to pay for a proportionate share of the cost of capital improvements needed to serve development. Cannot be used for operations. Any city, county or countywide highway district can impose fees on development. There are a number of steps to implement such a fee: form advisory committee, complete CIP, calculate fee, establish collection, expenditure, refund policy, draft ordinance, adopt impact fee ordinance.
Employment Tax	Paid by employers based on number of employees.
Gas Tax	Flat rate tax on every gallon purchased. Currently restricted to highway construction or safety projects. Idaho Constitution would have to be amended to allow this option for public transportation.
Gas Sales Tax	Tax as a percentage of the amount of sales. Idaho currently does not have a gasoline sales tax.
Local Improvement Districts (LID)	May be created to finance certain improvements that benefit property owners within the district. Improvements are financed by assessments levied on property owners within the district in relation to the benefits the owners derive from the improvements. No statutory requirement for voter approval of bond financing A number of statutory requirements exist, public notice, hearings. Requires a petition signed by 60% of property owners, resolution adopted by majority vote of city council, miscellaneous: notifications, letters of intent, project list, etc.
Local Option Excise Tax	Additional amount collected for existing excise tax on the sale of beer, wine and alcohol.
Local Option Sales Tax	Percentage tax based on dollar amount of goods sold. State legislature would have to allow local government the ability to levy a sales tax. If granted the ability to implement, it must be put to the voters.
Parking Charges	Levied on commercial parking by size, or number of spaces. Could be levied only on existing paid parking or on all commercial parking. Has a potentially strong market effect but may be too technically and politically complex to implement.

¹³ Idaho Transportation Department, *Transit Funding 101*, 2003.

¹⁴ Coalition for Public Transit, *Potential Funding Mechanisms for Transportation*, 2006.

Personal Income Tax	Geographically restricted income tax surcharge. Not currently allowed by State Constitution.
Personal Property Tax on Vehicles	Ad valorem tax based on age/value of vehicle. Common method used in other states to help fund public transportation.
Real Property Tax	Ad valorem tax on property values. Primary source for local funding for public transportation capital and operating expenses.
Tax Increment Financing	Plan, enact urban renewal agency. Prepare urban renewal/revenue allocation plan. Local P&Z must review & comment on consistency w/comp plan. Public hearing on plan.
Mechanism	Description
Tire Fee/Tax	A charge on the purchase of each new tire or per vehicle.
Title Transfer Fee	Fee for the transfer of automobile titles.
Vehicle Registration Fee	Flat fee assessed annually. Restricted to roadway and safety projects. Idaho Constitution would have to be amended to allow this option for transit.

Recommendations

The following recommendations are from the KMPO Public Transportation Feasibility Study – Service Alternatives, Organization and Funding Plan, adopted by the KMPO Board on February 3, 2005.¹⁵ These were re-affirmed in the Public Transit Plan Update in 2012. The Primary recommendations are as follows:

- A Kootenai County Regional Public Transportation Authority (RPTA) should be formed to govern public transportation services and funding. To some extent, Idaho RPTAs are weak organizations since they do not have legislative authority to seek dedicated funding. However, the RPTA structure does provide a single, consolidated face for transit that will be helpful in building public confidence in the system. It also provides a formalized structure that can help to encourage new local funding for transit and creates an audit trail for public transit finances. Another important feature of an RPTA is that it provides a structure that could be expanded to serve a broader multi-county area.
- An RPTA Policy Board should be formed pursuant with Idaho Code Section 40-2106. Since the Idaho Code calls for a board structure nearly identical to the existing KMPO Board, we recommend an interim appointment of existing representatives to the RPTA Board. Short-term demands on the RPTA Board should be limited, but this structure would allow the Boards to hold back-to-back meetings, saving time and resources for Board members and staff.

¹⁵ Nelson\Nygaard, p. 53-54.

- An advisory council consisting of representatives of key interest groups should be formed to provide additional direction to the policy board. Representatives on this group could include: riders, social service agency staff, disability advisory group members, local government representatives, highway district staff and other key stakeholders. This should be a newly established group, but could draw from the existing Kootenai County Area Transportation Team.

Appendix A
Idaho Code Title 40-Chapter 21
RPTA

Title 40
HIGHWAYS AND BRIDGES
CHAPTER 21
REGIONAL PUBLIC TRANSPORTATION
AUTHORITY

40-2101. SHORT TITLE. This chapter may be known and cited as the "Regional Public Transportation Authority Act."

40-2102. POLICY OF STATE. It is hereby recognized by the legislature of the state of Idaho that, as the population and economy of areas of this state grow, the total needs for mobility of commerce and people cannot be met solely with highway and road systems; that motor vehicle congestion and air quality problems result which may adversely affect health and safety; that there are a variety of persons who are elderly, who have disabilities, who live in rural areas or who otherwise require public transportation services for their general welfare; and that prosperous commerce and industry depend upon effective regional systems of transportation. It is therefore declared to be the policy of the state to maintain a state commitment to improve public transportation; to increase the use of transportation alternatives to single occupancy motor vehicles; to promote cooperative agreements among governmental entities in providing public transportation services; and to attain greater efficiency in the use of public transportation funds in a manner consistent with the needs, health, safety and general welfare of the people of Idaho.

40-2103. DEFINITIONS. (1) "Authority" means the regional public transportation authority.

- (2) "Board" means the governing body of the regional public transportation authority.
- (3) "City" means an incorporated city.
- (4) "Commission" means the board of county commissioners or the board of commissioners of a single county-wide highway district.
- (5) "Public transportation service" means, without limitation, fixed transit routes; scheduled or unscheduled transit service provided by motor vehicle, bus, rail, van, aerial tramway and other modes of public conveyance; paratransit service for the elderly and disabled; shuttle and commuter service between cities, counties, health care facilities, employment centers, educational institutions or Park-and-ride locations; subscription van and car-pooling service; and transportation services unique to social service programs.
- (6) "Region" means the geographical area encompassed by an authority which may include all of a county or contiguous parts of one (1) or more counties.

40-2104. PURPOSE OF AUTHORITY. The purpose of an authority created pursuant to this chapter is to establish a single governmental agency oriented entirely toward public transportation needs within each county or region that deems such an agency necessary. This authority is under the supervision of and directly responsible to local governments, and shall provide public transportation services, encourage private transportation programs and coordinate both public and private transportation programs, services and support functions.

40-2105. CREATION OF AUTHORITY -- VOTER APPROVAL -- NAME. Authorities may be established in one (1) of the following ways:

{1} (a) County-wide authorities. A city or commission by resolution may call for an election to establish a regional public transportation authority in the county to carry out the purposes of this chapter. The entire geographical area of the county must be included within the jurisdiction of an authority created pursuant to this subsection.

(b) The ballot question shall seek voter approval of the establishment of the authority.

(2) (a) Regional authorities. A city or commission may adopt a resolution proposing to establish an authority which contains contiguous parts of one (1) or more counties. The resolutions shall include a legal description of a contiguous region encompassed by the proposed authority and specifically name each city and county wholly or partially included therein. Boundaries of the proposed authority shall conform in so far as possible existing boundaries dividing voting precincts.

(b) A certified copy of the resolution shall be transmitted by registered mail to the chief elected official of each city and county wholly or partially included in the proposed region.

(c) Each city and county shall, by resolution, either approve without alteration or reject the resolution proposing the establishment of an authority and transmit a certified copy to the clerk or recorder of the initiating city or commission. If a city or county fails to act upon the resolution proposing the establishment of an authority within sixty (60) days after receipt of the certified copy, the city or county is deemed to have rejected the resolution.

(d) If the city councils and county commissions of all cities and counties wholly or partially included in the proposed region approve the resolution proposing the establishment of an authority, the question shall be submitted for voter approval. The ballot question shall generally describe the area which is proposed to be included in the authority, identify each city and county which will be located either wholly or partially within the authority and shall seek voter approval of the establishment of the authority.

(3) Authorization to establish a regional public transportation authority may be made only by the registered voters of the region at an election held at least sixty (60) days after the final resolution is adopted and in conformity with section 34-106, Idaho Code. A simple majority of votes cast on the question shall be necessary to establish the authority.

(4) An authority created pursuant to this act shall be named the "..... (name of authority) REGIONAL PUBLIC TRANSPORTATION AUTHORITY." In the event two (2) or more authorities should by cooperative agreement merge their services the name may be appropriately changed by a majority vote of the board of each authority.

40 2106. AUTHORITY BOARD. (1) Each authority shall have a governing board appointed by and serving at the pleasure of the governing bodies of counties, incorporated cities and highway districts located wholly or partially within the authority.

(2) The board initially shall be composed of not less than five (5) members selected as follows: two (2) members representing each board of county commissioners; one (1) member representing highway district commissions wholly or partially contained within the region; two (2) members representing each city with a population of twenty-five thousand (25,000) or more; and one (1) member representing each city with a population of less than twenty-five thousand (25,000). Board composition subsequently may be modified pursuant to subsection (7) of this section.

(3) Board members shall be appointed by resolution of the appointing agency and shall serve at the pleasure of the appointing agency. Board members may be elected officials of the appointing agency or they may be representatives empowered by the agency to act in its best interests. The highway district board member shall be appointed by the board of commissioners of the highway district in counties with a single county wide highway district or, in counties with more than one (1) highway district, by the board of county commissioners in consultation with all highway district commissions wholly or partially contained within the region.

(4) Ex officio members may be appointed to the authority board by any city or commission or by the board itself and shall serve at the pleasure of the appointing entity.

(5) Board members may be compensated forty dollars (\$40.00) for each day in the actual performance of duties, but the total amount to be received as compensation shall not exceed the sum of one thousand dollars (\$1,000) per year. Actual expenses shall be paid in addition to compensation. The payment for expenses shall be paid *from* funds of the authority upon presentation of itemized vouchers, signed by the board member and under oath made to the secretary of the authority.

(6) The authority shall be liable and responsible for the actions of the board members and employees of the authority when the board members and employees are performing their duties on behalf of the authority.

(7) Composition of the board may be modified from time to time by the board, provided that:

(a) The board adopts by majority vote at a regularly scheduled meeting a statement of intent to revise the board composition and a complete description of the proposed revision; and

(b) The board submits the statement of intent and proposed revision to the chief elected official of each city and commission within the authority for review and comment; and

(c) Each city or commission is provided a minimum of sixty (60) days in which to comment; and (d) the board adopts a resolution revising the board composition by the affirmative vote of two-thirds (2/3) of all board members at a regularly scheduled meeting.

40-2107. BOARD PROCEDURES. (1) At its first meeting following the appointment of all members, the board shall elect a chairman and a vice chairman from their number and appoint a secretary and a treasurer who need not be from their number for terms fixed by them. The offices of the secretary and treasurer may be filled by the same person. Certified copies of all appointments under the hand of the chairman and seal of the authority shall be filed with the clerk of each county and with the clerk of each city and with the secretary of each highway district in the region.

(2) A majority of the board members constitutes a quorum for the conduct of business. A majority of board members present at a board meeting at which a quorum has been established may exercise all of the powers of the full board except as otherwise provided in this chapter.

(3) As soon as practicable after organization the board shall designate a day, hour and place at which regular meetings shall be held. Minutes of all meetings must show what business was conducted, what votes were taken and what bills were submitted, considered, allowed or rejected. The secretary shall make a list of all bills presented, showing to whom payable, *for* what services or materials, the amount claimed and the amount allowed. The list shall be signed by the chairman and attested by the secretary.

(4) All meetings of the board shall be public and all records of the authority shall be open to the inspection of the public during normal business hours. Special meetings of the board may be held upon the call of the board chairman or a majority of the board. The secretary must give each member *n*_ot joining in the order five (5) days' notice of any special meeting.

(5) The authority treasurer shall execute and file with the authority secretary an official bond in an amount of money equal to an amount that may come into his hands as treasurer but in no case shall the amount of the bond be less than an amount fixed by the board. The cost of such bond shall be a necessary expense paid by the authority.

40-2108. CORPORATE POWERS OF AN AUTHORITY. A regional public transportation authority has power:

- (1) To sue and be sued;
- (2) To raise and expend funds as provided in this chapter;
- (3) To issue revenue bonds;
- (4) To adopt and use an official seal;
- (5) To purchase and hold lands, make contracts, purchase and hold personal property as may be necessary or convenient for the purposes of this act, and to sell and exchange real and personal property. The board shall first adopt a resolution finding that the property to be sold or exchanged is no longer needed by or useful to the district; that a public hearing is to be held, of which hearing notice shall be published in accordance with the provisions of section 40-206, Idaho Code.

40-2109. POWERS AND DUTIES OF BOARD.

(1) Only one (1) regional public transportation authority shall exist within a county and when established pursuant to this chapter the authority will have exclusive jurisdiction over all publicly funded or publicly subsidized transportation services and programs except those transportation services and programs under the jurisdiction of public school districts and law enforcement agencies.

(2) The authority may provide public transportation services on fixed or unfixed routes; public transportation services on fixed or unfixed schedules; paratransit services for the elderly and people with disabilities as defined in the Americans with disabilities act; special services to accommodate community celebrations, sporting events and entertainment open to the public; public transportation services between cities, rural areas, park-and-ride facilities, employment centers, health care facilities, universities and commercial and shopping areas; commuter services between communities; van or car pool programs.

(3) The authority shall fix by resolution the fares and fees to be charged those who use its public transportation services. Prior to adopting any such resolution, the board shall publish proposed fares and fees in at least one (1) issue of a newspaper having general circulation in the region and shall hold at least one (1) public hearing on the proposed fares and fees.

(4) The authority may establish, fund, control and operate the administrative, equipment maintenance, servicing, storage, fueling, and other facilities required to support a safe and efficient public transportation system. In carrying out the purposes of this chapter, the authority may employ personnel, contract for services with public and private agencies and retain legal and other professional counsel.

(5) The board may adopt resolutions consistent with law, as necessary, for carrying out the purposes of this chapter and discharging all powers and duties conferred to the authority pursuant to this chapter.

(6) The authority shall have an annual audit made of the financial affairs of the authority as required in section 67-4506, Idaho Code, by the first day of December following the close of the fiscal year.

(7) The authority may enter into cooperative agreements with the state, other authorities, counties, cities and highway districts under the provisions of section 67-2328, Idaho Code.

40-2110. CONTRIBUTIONS. The counties, cities, highway districts and other governmental entities within the region may, at their discretion, enter into a cooperative agreement with the authority in order to contribute funds from any source, provide services-in-kind and loan or convey real and personal property to the authority in recognition of costs of the authority, to maintain continuity of existing public transportation services, or to implement new services.

40-2111. ISSUANCE OF REVENUE BONDS. A regional public transportation authority may issue revenue bonds in the same manner and form as under the municipal bond law contained in chapter 10, title 50, Idaho Code, provided that the ordinance required therein shall be by resolution of the board. For the purpose of this section, the term "city" in the municipal bond law shall include the term "regional public transportation authority."

40-2112. BUDGET.

(1) The board shall annually adopt a budget and cause a public hearing to be held upon the budget.

(2) Notice of the budget hearing shall be posted at least ten (10) days prior to the date of the meeting in at least one (1) conspicuous place in each county, city and highway district within the region. A copy of the notice shall also be published in accordance with the provisions of section 40-206, Idaho Code. The place, hour and day of the hearing shall be specified in the notice, as well as the place where the budget may be examined prior to the hearing. A full and complete copy of the proposed budget shall be published with and as a part of the publication of the notice of hearing.

(3) The budget shall be available for public inspection from and after the date of the posting of notice of hearing at a place and during business hours as the board may direct.

(4) A quorum of the board shall attend the hearing and explain the proposed budget and hear any and all objections to it.

(5) The budget shall be completed and finalized not later than the Tuesday following the first Monday in September for the ensuing fiscal year.

(6) The fiscal year of the authority shall commence on the first day of October of each year.

40-2113. EXEMPTION FROM TAXATION. It is hereby found, determined and declared that the creation of a regional public transportation authority is in all respects for the benefit of the people of the state of Idaho, for the improvement of their welfare and prosperity, and for the promotion of their transportation, and is a public purpose and that projects and services operated by authorities are essential parts of the public transportation system, and that such authorities will be performing essential governmental functions in the exercise of the powers conferred upon them by this chapter. The state of Idaho declares that authorities shall be required to pay no taxes or assessments upon any of the property acquired by them or under their respective jurisdiction, control, possession, or supervision or upon the activities of authorities in the operation and maintenance of projects and services, or upon any charges, fees, revenues, or other income received by authorities except motor vehicle fuel and aviation fuel taxes, and that the bonds of authorities and the income therefrom shall at all times be exempt from taxation. Regional public transportation authorities created pursuant to this chapter shall be exempt from the sales tax imposed under the provisions of section 63-3621, Idaho Code, and shall be issued a tax exemption certificate as provided for in section 63-3622, Idaho Code.

40-2114. SEVERABILITY. The provisions of this chapter are hereby declared to be severable and if any provision of this act [chapter] or the application of such provision to any person or circumstance is declared invalid for any reason, such declaration shall not affect the validity of the remaining portions of this chapter.

Appendix B

Title 34
ELECTIONS
CHAPTER 1



Idaho Statutes

TITLE 34
ELECTIONS
CHAPTER 1
DEFINITIONS

34-106. LIMITATION UPON ELECTIONS. On and after January 1, 2011, notwithstanding any other provisions of the law to the contrary, there shall be no more than two (2) elections conducted in any county in any calendar year, except as provided in this section, and except that elections to fill vacancies in the United States house of representatives shall be held as provided in the governor's proclamation.

(1) The dates on which elections may be conducted are:

- (a) The third Tuesday in May of each year; and
- (b) The Tuesday following the first Monday in November of each year.
- (c) In addition to the elections specified in paragraphs (a) and (b) of this subsection and subsection (7) of this section, an emergency election may be called upon motion of the governing board of a political subdivision. An emergency exists when there is a great public calamity, such as an extraordinary fire, flood, storm, epidemic, or other disaster, or if it is necessary to do emergency work to prepare for a national or local defense, or it is necessary to do emergency work to safeguard life, health or property.
- (d) In addition to the elections specified elsewhere in this section, a presidential primary shall be held on the second Tuesday in March in each presidential election year. Presidential primaries shall be held separately from other primary elections, which shall be held on the third Tuesday in May even in presidential election years.

(2) Candidates for office elected in May shall take office on the date specified in the certificate of election but not more than sixty (60) days following the election.

(3) Candidates for office elected in November shall take office as provided in the constitution, or on January 1, next succeeding the November election.

(4) The governing board of each political subdivision subject to the provisions of this section, which, prior to January 1, 2011, conducted an election for members of that governing board on a date other than a date permitted in subsection (1) of this section, shall establish as the election date for that political subdivision the date authorized in subsection (1) of this section which falls nearest the date on which elections were previously conducted, unless another date is established by law.

(5) The secretary of state is authorized to provide such assistance as necessary, and to prescribe any needed rules or interpretations for the conduct of election authorized under the provisions of this section.

(6) Water districts governed by [chapter 6, title 42](#), Idaho Code, are exempt from the provisions of this section.

(7) Community colleges governed by [chapter 21, title 33](#), Idaho Code, and school districts are subject to the limitations specified in subsection (1) of this section, except that school districts may also hold an election on the second Tuesday in March of each year and on the last Tuesday in August of each year on bonded indebtedness and property tax levy questions.

(8) Initiative, referendum, bond, levy and any other ballot question elections conducted by any political subdivision shall be held on the nearest date authorized in subsection (1) of this section which falls more than sixty (60) days after the clerk of the political subdivision orders that such election shall be held in May and November of even-numbered years and fifty (50) days for all other elections, unless otherwise provided by law. City initiative and referendum elections shall be held in November of odd-numbered years as provided by section [34-1801B](#), Idaho Code. Ballot language for any question to be placed on the ballot shall be submitted to the county clerk at least sixty (60) days before the election held in May and November of even-numbered years and at least fifty (50) days for all other elections.

(9) Recall elections may be held on any of the four (4) dates authorized in subsections (1) and (7) of this section that fall more than forty-five (45) days after the clerk of the political subdivision orders that such election shall be held.

(10) Irrigation districts governed by [title 43](#), Idaho Code, are subject to the limitations specified in subsection (1) of this section, except that irrigation districts may also hold an election on the first Tuesday in February of each year and on the first Tuesday in August of each year on questions required to be voted upon by [title 43](#), Idaho Code.

History:

[34-106, added 1992, ch. 176, sec. 2, p. 554; am. 1993, ch. 313, sec. 3, p. 1158; am. 2007, ch. 92, sec. 2, p. 272; am. 2009, ch. 341, sec. 55, p. 1030; am. 2010, ch. 185, sec. 6, p. 386; am. 2011, ch. 11, sec. 11, p. 30; am. 2013, ch. 135, sec. 3, p. 308; am. 2015, ch. 285, sec. 1, p. 1155; am. 2015, ch. 292, sec. 2, p. 1167.]

**A RESOLUTION CALLING FOR A BALLOT QUESTION ON ESTABLISHING A REGIONAL
PUBLIC TRANSPORTATION AUTHORITY FOR KOOTENAI COUNTY**

The following resolutions was considered and adopted by the Kootenai County, Idaho Board of Commissioners:

WHEREAS, the State of Idaho has recognized "...the total needs for mobility of commerce and people cannot be met solely with highway and road systems; that motor vehicle congestion and air Quality problems result which may adversely affect health and safety; that there are a variety of persons who are elderly, who have disabilities, who live in rural areas or who otherwise require public transportation services for their general welfare; and that prosperous commerce and industry depend upon effective regional systems of transportation" and authorized the creation of regional public transportation authorities under Title 40, Chapter 21 of the Idaho Code to "... provide public transportation services, encourage private transportation programs and coordinate both public and private transportation programs, services, and support functions..." (IC 40-2104); and

WHEREAS, the continued growth and prosperity of Kootenai County depend on the provision of an effective transportation system, including alternative transportation services; and

WHEREAS, the Kootenai Metropolitan Planning Organization Board, including local governments of the region met on _____, 2016 and concurred on the need for coordinating public transportation to efficiently use public resources by passing a motion to request a ballot measure; and

WHEREAS, the mutual interest of Kootenai County and local governments within the County in coordinating public transportation can best be met by a single public transportation authority to coordinate public transportation within the county; and

WHEREAS, Idaho Code sections 40-2105(1) and 40-2105(3) allow local governments to call for an election to create a countywide regional public transportation authority by approving a resolution to this effect no less than sixty(60) days prior to election;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Kootenai County, pursuant to Idaho Code 40-2105(1)(a), to place a ballot item on the November 1, 2016 ballot as follows:

Short Title.

An election of authorization of the establishment of a regional public transportation authority including all of Kootenai County pursuant to Idaho Code 40-2105(1)(a).

Long Title.

Under the provisions of Idaho Code 40-2105(1)(a), the establishment of a single regional public transportation authority including all of Kootenai County is proposed to improve coordination and efficiency. The authority created by this vote will be under the supervision of a Board appointed by local governments as directed by ID 40-2106. The authority will manage public transportation services, encourage private transportation programs and coordinate both public and private transportation programs, services, and support functions.

The goals of establishing this authority are to:

- Work together to develop a long-term vision for public transportation
- Improve efficiency and customer service for all concerned;
- Maintain or enhance existing services;
- Develop a plan to motivate people to use public transportation; and
- Encourage private transportation providers.

Upon its establishment, the regional public transportation authority will have jurisdiction over all publicly funded or publicly subsidized transportation services and programs except those transportation services and programs under the jurisdiction of public school districts and law enforcement agencies.

Question.

Shall a Kootenai County Regional Public Transportation Authority be established to include all of Kootenai County with the provision that should voters in adjacent Idaho counties also approve a regional public transportation authority(s), those authorities may by cooperative agreement merge their services?

IT IS FURTHER ORDERED That the above resolution is effective the _____ day of
July, 2016

	Yes	No	Did Not Vote
_____	_____	_____	_____
Daniel Green, Chairman			
_____	_____	_____	_____
Marc Eberlein			
_____	_____	_____	_____
David Stewart			

ATTEST:



DATE: April 5, 2016
 TO: KMPO Board Members
 FROM: Glenn F. Miles, Executive Director
 SUBJECT: Director's Report

Here is a recap of KMPO's activities in March

Planning Activities:

Regional Public Transportation Authority (RPTA)– Update

Last month, during Board member comments, the board requested staff to place on the April agenda a item to revisit the KMPO Boards previous recommendation on creating an RPTA and a reminder for new and existing members about various facets of how an RPTA would work. At the April meeting we will have Ms. Kelli Fairless, Executive Director for Valley Ride visit with the Board about how Valley Ride (and RPTA) operates in terms of it organizational structure, operations, and funding.

The KMPO has adopted two Regional Public Transportation Plans pursuant to U.S.C Title 49, which have recommended the creation of a Regional Public Transportation Authority under Idaho Code. The latest Plan adopted in 2012 was followed by a vote of the Board requesting the Kootenai County Commissioners to begin the process necessary to place it on the ballot. A copy of a resolution is included in the Board packet for the Board's consideration, should you decided to initiate new request.

KMPO – ITD Memorandum of Understanding Update:

KMPO has provided ITD Headquarters with the signed ITD-KMPO MOU for signature by ITD Director Brian Ness.

SH-41 Corridor Plan Update:

Bonnie Gow has completed the Synchro ® modeling for SH-41 and provided the results to ITD District 1 for final QA/QC. Bonnie will be providing KCATT with the results of the Synchro analysis at their meeting in April.

STP Urban Program Call for Projects:

As mentioned to the KMPO Board, KMPO staff released a call for Surface Transportation Program Projects for the Urbanized Area in late January and applications were due February 26th. As a result of the call for projects, KMPO received 5 applications from local jurisdictions; however, one was determined to be ineligible as a result of it being located outside the Urbanized Area Boundary. KCATT met on March 15th to review and score the applications. At the March 22nd KCATT meeting the committee reviewed the scores and have recommended a prioritized list of projects for the KMPO Boards consideration and approval. There was quite a bit of discussion regarding the project submitted jointly by the City of Dalton, City of Coeur d' Alene, and City of Hayden to reconstruct 4th Street from Hanley to Prairie. Following the recommendations from KCATT, the City of Dalton, in collaboration with the other two cities, has revised the scope of work proposed for the project. The project will address pedestrian, bicycle and street standards to be more in line with an urban project.

KMPO Assisting City of Hayden with their City Impact Fee Program:

KMPO Staff has been assisting the City of Hayden in the update to their impact fee program, specifically the transportation impact fee. KMPO has taken the work conducted by Tishler-Bise Inc. and the input from the City of Hayden Impact Fee Committee to ensure as much local information is included into the process.

ITD FAST Grant Application:

As discussed with the KMPO in March, ITD has agreed to pursue a Federal FAST Grant to complete the projects that were included in the U.S. 95 Corridor Improvement Program from I-90 to SH-53. This would involve updating street signals, construction of Wilbur Road from U.S. 95 to Government Way, and the addition, elimination and relocation of intersections and traffic signals. A notice of intent to apply was submitted on March 25th and applications will be due to the www.grants.gov website on April 14th. KMPO has been assisting ITD District 1 in preparing the notice of intent and application for submittal.

Project Activities:

Government Way Hanley to Prairie – City of Coeur d’ Alene. The right of way acquisition is nearing completion and AVISTA Utilities have completed their relocation of transmission line son the west side of Government Way and waiting for Frontier Communications to relocate the line to the new poles in order to complete the relocation process. There continues to be an anticipated increase in the project construction cost of approximately \$1,300,000.00 which will be needed in 2017 will be discussed at the April Urban Balancing meeting in Boise. KMPO will continue working with the Urban Balancing Committee to determine if additional funds might be available through the Federal aid program.

Seltice Way Congestion Mitigation Project – This project is still on track to for construction in 2018.

Administrative Activities:

1. I have been working on the Staff Annual Compensation Review Policy for the Boards consideration. I expect to have a 2017 Budget Draft for the June meeting, and do not expect much in the way of changes compared to the 2016 budget.
2. The KMPO Month End Expense Report for March have been included in your packet.

3. Financials: (April 5, 2016)

Washington Trust Bank	\$ 33,057.84
Accounts Receivables ¹	\$
Payroll Liabilities	\$ 2,008.87
Accounts Payable	\$ -0-
Total Cash less Liabilities	\$ 31,048.97

Total Fiscal Year to Date Expenses: \$ 163,141.35 (37 %) ²

¹ March expenses have not been invoiced.

² Based on 2016 budget Update approved June 2015.

ORDINANCE NO. _____
COUNCIL BILL NO. 16-1006

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING MUNICIPAL CODE SECTIONS 5.68.030, 5.68.090, 5.68.110, 5.68.120 OF CHAPTER 58 ENTITLED CHILDCARE FACILITIES, TO REQUIRE SAFE SLEEP CLASSES FOR APPLICANT; TO REQUIRE TEN (10) HOURS PER YEAR OF APPROVED CONTINUING EDUCATION FOR CHILDCARE OPERATORS AND WORKERS; TO REQUIRE FIRE AND LIABILITY INSURANCE COVERAGE FOR CHILDCARE FACILITIES; TO REQUIRE RENEWAL APPLICATIONS TO BE SUBMITTED TO THE CITY BY DECEMBER 1 ANNUALLY AND TO PROVIDE FOR LATE FEES AND PENALTIES FOR FAILURE TO SUBMIT A TIMELY APPLICATION FOR RENEWAL; TO PROVIDE PENALTIES FOR ALLOWING UNLICENSED EMPLOYEES TO PROVIDE CARE; TO PROHIBIT E-SMOKING MATERIALS AND TOBACCO PRODUCT IN CHILDCARE FACILITIES; TO REQUIRE SAFE TEMPERATURES IN CHILDCARE FACILITIES; TO ESTABLISH REQUIRED SAFE SLEEP GUIDELINES; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that said 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 5.68.030 is amended to read as follows:*

**CHAPTER 5.68
CHILDCARE FACILITIES**

5.68.030: LICENSE TYPES AND REQUIREMENTS:

After January 1, 1984, no person, partnership, corporation or association shall maintain, operate or permit to be operated within the city any "childcare facility", as defined in this chapter, without first having obtained a license from the city, and no "operator", as defined in this chapter, shall allow or permit the use of a childcare facility unless a proper license for such operation shall have been so obtained. No operator shall permit any person who may have unsupervised contact with children to remain on the premises of a childcare facility unless they obtain and carry a current license issued by the city of Coeur d'Alene. Types of licenses are as follows:

- A. On Site Nonprovider: This license is required for any person twelve (12) years of age or older residing with an operator, a person who is employed by a childcare facility, a person eighteen (18) years of age or older who resides at a childcare facility, or any person who is regularly on the premises at a childcare facility, or anyone who may

reasonably be expected to have unsupervised contact with children, but does not provide direct care, such as janitorial, lunchroom staff, pastors, immediate family members of operator, children over eighteen (18), friends who are regularly on the premises, etc. The nonprovider must complete a criminal history background check. The nonprovider may not perform any direct care of children. The license expires December 31 annually.

B. Facility License; Childcare Facility: This license is required for any place, building, or part of a building where childcare is performed by taking in two (2) or more children, to care for or attend to for any part of a twenty four (24) hour day. This license includes any organization, institution, school, home, foster home, place or facility, whether such business calls itself a minischool, kindergarten, nursery, preschool, learning center or any other business, whose activity is substantially the same as a childcare operation.

1. Types of facility licenses are:

- a. Childcare center: A place providing childcare where thirteen (13) or more children are in attendance at any given time, at other than a principal residence.
- b. Group childcare center: A place providing childcare when no more than twelve (12) children will ever be in attendance at any given time, at other than a principal residence.
- c. Family childcare home: A place located at a principal residence providing care where no more than six (6) children are in attendance at any one time.
- d. Group childcare home: A place located at a principal residence providing care where seven (7) to nine (9) children are in attendance at any one time.

2. A facility license is not required for:

- a. Any state operated institution, school or facility operated by or under the jurisdiction of the state, any agency or political subdivision of the state, or by any other public body or public entity;
- b. Any childcare service which receives no compensation or trade of services for its services;
- c. The operation of day camps, and programs for less than twelve (12) weeks during a calendar year or not more often than once a week;
- d. The occasional care of a neighbor's, relation's, or friend's child or children by a person not ordinarily in the business of childcare; or
- e. The provision of care for children of only one immediate household in addition to the person's own children.

- C. Operator License: This license is required for any proprietor, lessee, manager, director, owner, entity, or person in charge of any childcare facility or business providing for the temporary care of children. The operator must have a criminal history background check completed, with results returned and meet eligibility requirements. A temporary permit is not available. Within three hundred sixty five (365) days, licensees shall attend and complete a four (4) hour (clock hours) introduction to childcare workshop which addresses the following areas: child development, health and safety, child guidance, and business practices. The applicant must submit evidence of completion of test showing applicant is free of tuberculosis. Applicant must submit evidence of current child/infant CPR and first aid cards valid through licensing period. The applicant must submit proof of completion of a Safe Sleep Class. New applicants must submit at least five (5) references of reputable citizens from such community wherein the applicant has resided for the longest period within the last ten (10) years, and include the written recommendation of at least two (2) citizens of Coeur d'Alene regarding the applicant's moral character. For license renewal, an applicant must submit proof of ~~eight (8)~~ ten (10) hours of approved continuing education in child development areas relating to childcare, with no more than ~~four (4)~~ five (5) hours completed in online courses. An applicant applying for renewal who was previously not required to complete a Safe Sleep Class must complete the class for license renewal.
- D. Provider License: This license is required for any person working or volunteering at a childcare facility who provides care for children at any point in time. A ~~P~~ person may be issued a temporary permit while criminal history results are ~~in process~~ pending, but must be supervised at all times by a licensed provider, until the provider license is issued. The ~~T~~ temporary license must be surrendered ~~to receive~~ upon receipt of the permanent license. To obtain ~~the a~~ a license, the applicant must submit evidence of current infant/child CPR training, and infant/child first aid training valid through current licensing period. New hires must complete the criminal history background check within three (3) days of hire, and complete training within ninety (90) days of hire. A new applicant must submit evidence that applicant is free from tuberculosis. The applicant must submit proof of completion of a Safe Sleep Class. For ~~annual~~ license renewal of license, all an applicants for ~~an operator or provider license~~ must provide proof of ~~eight (8)~~ ten (10) hours of approved continuing education, with no more than ~~four (4)~~ five (5) hours being completed in online courses. An applicant applying for renewal who was previously not required to complete a Safe Sleep Class must complete the class for license renewal.
- E. Athletic Facility License: This license is required and issued to the owner of any facility where the premises are used for athletic purposes and childcare is provided for compensation, either by membership or direct fee. The owners or operators must obtain a criminal history background check. In order to qualify for the athletic facility license, the facility must not provide care for a child for more than two (2) hours per day and the parent or guardian must remain on the premises while care is being provided. Otherwise, full childcare licensing is required. The facility must have an emergency responder available at all times.

- F. Athletic Childcare Provider: This license is issued to any person providing direct care of children that may be unsupervised in an athletic facility. This requires a criminal history background check meeting the same criteria as all childcare providers; and a tuberculosis test. The minimum age for a provider is eighteen (18).
- G. Athletic Childcare Owner/Operator: This license is issued to the person primarily in charge of the day to day operation of the childcare portion of the athletic facility. This license requires evidence of criminal history background check, infant/child CPR training, infant/child first aid training, and a tuberculosis test. The minimum age is eighteen (18).
- H. Parent/Volunteer License: This license is required for all parents or other volunteers who provide assistance in the classroom or volunteer to provide a service to the children in any type of childcare facility on a regular basis. This license requires a criminal history background check and a tuberculosis test. In order to assure that an emergency responder is present, the parent/volunteer may not be left unsupervised.
- I. Facility License Requirements: In order to obtain a facility license which expires December 31 annually:
1. Operator must hold a current childcare owner/operator's license.
 2. Facility must have an approved health inspection during the past three hundred sixty five (365) days.
 3. Facility must have an approved fire inspection, conducted by the city of Coeur d'Alene fire department, within the past three hundred sixty five (365) days.
 4. As of June 1, 1999, all new applicants for a facility license must have a safe, fenced, outdoor play area with no jagged or sharp edges. Fence must be built of suitable material to contain the ages of children being cared for. The outdoor fenced area must meet a minimum of seventy five (75) square feet per child. Exception: Those facilities where care is intended to be two (2) hours or less, and the parent is on site as in health clubs, grocery stores, etc.
 - a. Outdoor play areas must be maintained in a clean and safe condition, free from debris, dilapidated structures, broken and worn out play equipment, building supplies, glass, sharp rocks, toxic plants, animal feces, cigarette butts, and any other potentially injurious materials.
 - b. Outdoor play areas must have a safe and reliable drinking water supply accessible in the play area. The water supply may be a water fountain, water jug and paper cups, sanitized water bottles, etc., and must comply with the health standards of the Panhandle health district.

- c. All outdoor play areas are required to have some form of seasonal shade covering at least ten percent (10%) of the play yard from May 1 through October 1 of each year. The shaded area may be provided by a fabric covering, shade tent, treed area but beach/patio umbrellas do not meet this requirement.
5. Childcare facilities with swimming pools, wading pools, or hot tubs (inground or aboveground) containing twenty four inches (24") or more of water, must comply with title 8, chapter 8.20 of this code. In addition the childcare facility must comply with the following:
- a. The water shall be clean and treated to comply with health department recommendations. In addition, wading pools shall be emptied at the end of each day and remain empty unless the wading pool is in active use.
 - b. A person holding a water safety certificate through the American Red Cross shall be present at all times when a swimming pool is in use. Lifesaving equipment must be near the pool premises.
 - c. When any of the above are available to children, continuous adult supervision is required.
 - d. The care provider shall have on file written, signed permission from each child's parent/guardian to allow participation in a swimming pool, wading pool or hot tub.
 - e. The area surrounding the pool or hot tub must be fenced and locked in a manner that prevents access by children as follows:
 - (1) There may be no vertical openings in the fencing more than four inches (4") wide and the fence must have a self-closing gate, with a self-latching mechanism, and otherwise be designed so that a young child cannot climb or squeeze under or through the fence.
 - (2) If the house forms one side of the barrier for the pool or hot tub area, all doors that provide direct access to the pool or hot tub area must have alarms that produce an audible sound when the door is opened.
 - (3) Furniture or other large objects must not be left near the fence in a manner that would enable a child to climb on the furniture or other large object and gain access to the pool.

6. The Owner/Operator must provide proof of current fire and liability insurance coverage for the childcare facility and its employees at the time of the initial application of a license and any license renewal.

SECTION 2. *That Coeur d'Alene Municipal Code Section 5.68.090 is amended to add a new subsection C as follows:*

5.68.090: LICENSE; RENEWAL; NONTRANSFERABLE:

C. All childcare licenses shall expire on December 31 annually. It is a violation of this Chapter to operate without a current valid license. All renewal applications must be submitted to the City Clerk or his/her designee by December 1 annually to allow processing time for background checks, fire inspections, and health inspections. Fees for health inspections must be paid at Panhandle Health by December 1 annually. Any person filing an individual application for renewal after December 1 will be subject to a late fee in an amount equal to the licensing fee. Any facility filing a late application for renewal will be subject to a late fee in an amount equal to the licensing fee. Any Owner/Operator allowing an unlicensed employee to continue providing care after December 31 or who operates an unlicensed facility may be subject to an order to close the facility and/or revocation of the facility license for a period of up to five years and/or any other remedy allowed by law.

SECTION 3. *That Coeur d'Alene Municipal Code Section 5.68.110 is amended to read as follows:*

5.68.110: PROHIBITED ACTS:

No licensee, operator, servant, agent or employee shall, directly or indirectly:

- A. Permit any indecent, immoral or profane language or indecent, immoral or disorderly conduct;
- B. Permit the consumption of any alcoholic liquor on the premises while children being cared for are present;
- C. Permit the possession or use of any unlawful drug or narcotic, including marijuana, on the premises;
- D. Permit the use, legal or illegal, of prescription or nonprescription drugs by care providers that would impair an individual's ability to supervise or transport children;
- E. Permit the use of prescription drug or nonprescription drug without written parental consent;
- F. Perform any work or activities that interfere with the care of children in the home during the hours of childcare. Household duties related to the care of the children may be performed as necessary. The operator shall be responsible for the care and supervision of the children at all times;
- G. Utilize an unsupervised care provider or substitute care provider under the age of eighteen (18) years, or a caregiver not possessing a provider license;

- H. Home providers in residential zones may not have an employee unless a special use permit has been obtained;
- I. Permit smoking, including the use of any electronic nicotine delivery system or other tobacco product, inside the facility, or in outdoor areas within twenty-five (25) feet of the premises and all doors and windows, during all hours the facility is in operation; or in vehicles when children are present. E-smoking materials and tobacco products must be kept in a locked container at any time the facility is open for childcare;
- J. Permit the presence of any firearm, ammunition or other weapon outside a locked cabinet; ~~or~~
- K. Permit the continued presence of any person who requires a criminal history check under section 5.68.060 of this chapter and has been convicted of one or more of the crimes enumerated in section 5.68.060 of this chapter, or who has been convicted of an amended charge arising from one of the enumerated crimes in section 5.68.060 of this chapter, or who has been charged with a crime enumerated in section 5.68.060 of this chapter and it is still pending or has no disposition; or
- L. Permit the temperature in any room where children are present to be less than sixty-eight (68) degrees Fahrenheit, or to exceed seventy-five (75) degrees Fahrenheit during winter months or eighty-two (82) degrees Fahrenheit during summer months; or permit children to play outdoors when the temperature is extreme such that the children are at risk of physical harm. In addition, proper ventilation must be maintained in any room where children are present. If two persons with authority over childcare facilities determine that conditions violate this Chapter, the Owner/Operator must move the children to an area which meets the requirements of this section or add appropriate equipment to bring the conditions into compliance with this Chapter.

SECTION 4. *That Coeur d'Alene Municipal Code Section 5.68.120 is amended to add a new subsection F as follows:*

F. Safe Sleep Requirements

- 1. Infants 12 months and under shall rest or sleep alone in cribs or porta cribs that meet Consumer Product Safety guidelines and the child must be placed on their back for sleeping or placed on their back when found in an alternate position. If the infant is able to easily roll from their stomach to their back on their own, they must initially be placed on their back but may be allowed to maintain whatever position in which they prefer to sleep.
- 2. A sleeping infant's breathing, sleep position, and bedding shall be monitored frequently for possible signs of distress.
- 3. An infant (12 months of age and under) area must be kept completely free of all toys, blankets, quilts, soft bedding, pillows, bumper pads, sheep skins, and any other

equipment or coverings attached to, placed above, or draped over the crib or porta crib.

4. Toddlers shall rest or sleep alone in cribs, porta-cribs, or on mats or cots only.
5. Infants and toddlers who fall asleep in a space not approved for sleeping shall be moved to an approved sleeping device as named above
6. Resting/sleeping areas shall have adequate soft lighting to allow the provider to assess the child's breathing, skins color, and signs of overheating. Video surveillance equipment or baby monitors may not be used in place of this rule.

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

SECTION 6. The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein.

SECTION 7. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on May 3, 2016.

APPROVED, ADOPTED and SIGNED this 3rd day of May, 2016.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Amending Municipal Code Chapter 5.68 Entitled Childcare Facilities

MUNICIPAL CODE SECTIONS 5.68.030, 5.68.090, 5.68.110, 5.68.120 OF CHAPTER 58 ENTITLED CHILDCARE FACILITIES, ARE AMENDED TO REQUIRE SAFE SLEEP CLASSES FOR APPLICANT; TO REQUIRE TEN (10) HOURS PER YEAR OF APPROVED CONTINUING EDUCATION FOR CHILDCARE OPERATORS AND WORKERS; TO REQUIRE FIRE AND LIABILITY INSURANCE COVERAGE FOR CHILDCARE FACILITIES; TO REQUIRE RENEWAL APPLICATIONS TO BE SUBMITTED TO THE CITY BY DECEMBER 1 ANNUALLY AND TO PROVIDE FOR LATE FEES AND PENALTIES FOR FAILURE TO SUBMIT A TIMELY APPLICATION FOR RENEWAL; TO PROVIDE PENALTIES FOR ALLOWING UNLICENSED EMPLOYEES TO PROVIDE CARE; TO PROHIBIT E-SMOKING MATERIALS AND TOBACCO PRODUCT IN CHILDCARE FACILITIES; TO REQUIRE SAFE TEMPERATURES IN CHILDCARE FACILITIES; TO ESTABLISH REQUIRED SAFE SLEEP GUIDELINES; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR 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 a Chief Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Amending Municipal Code Chapter 5.68 Entitled Childcare Facilities, 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 5th day of May, 2016.

Randall R. Adams, Chief Deputy City Attorney

STAFF REPORT

DATE: April 28, 2016
FROM: Jim Hammond
SUBJECT: Removal of certain properties from Urban Renewal Districts

DECISION POINT:

Should the council direct staff to continue working with Ignite CDA to remove certain properties from the Lake and River Districts?

HISTORY:

When Urban Renewal Districts, (URDs) are formed, the intent is to improve the value and the properties within the URD resulting in an improved tax base. Then when the URDs close, the affected taxing districts benefit from the higher tax base. The process of de-annexation of certain properties will provide additional revenue well before the closure of the district.

FINANCIAL ANALYSIS:

An initial estimate projects increased income to the city in the range of \$500,000 to \$800,000.

PERFORMANCE ANALYSIS:

An analysis must be completed that assures adequate funds can still be generated within the URD to meet any financial obligations the district may have. The initial review of both districts provides evidence of sufficient cash flow to meet obligations within each district.

DECISION POINT/RECOMMENDATION:

The council may direct staff to continue working with Ignite CDA to complete the process of de-annexation/removal of certain properties within each URD.

MEMORANDUM

TO: Mayor and Council
FROM: Jim Hammond
DATE: 4/28/2016
SUBJECT: URD De-Annexation

Under the direction of the Mayor, City staff began initial discussions with Ignite CDA to de-annex/remove some properties from both the Lake and River Districts. County Assessor Mike McDowell is working with us to establish the value of the properties proposed for de-annexation and the taxes that could be returned to the taxing districts.

In discussions with Dennis Davis, Chairman of Ignite CDA, the removal of some properties from each URD can be accomplished without negatively affecting either of the districts' financial obligations. With the Council's approval and support, this concept will be presented to the Ignite CDA Board at their May meeting. City staff is currently working to understand the process of de-annexation especially relative to the changes in the Urban Renewal Code approved in the 2016 Legislative Session. We hope to complete the process in early July so that the financial effect of the de-annexation will occur with the 2016/2017 fiscal year.

A map has been provided to illustrate the properties (cross-hatched) proposed to be removed.

Why is this important?

The opening of Fire Station #4 will require an addition of \$987,000 in personnel costs. The funding necessary to build and equip an additional fire station in Coeur d'Alene was supported by an 85% positive vote. The challenge now is to find revenue within our General Fund to support the ongoing operation of this station. You may wish to fund additional patrol officers as well. The cost for each new officer including equipment is

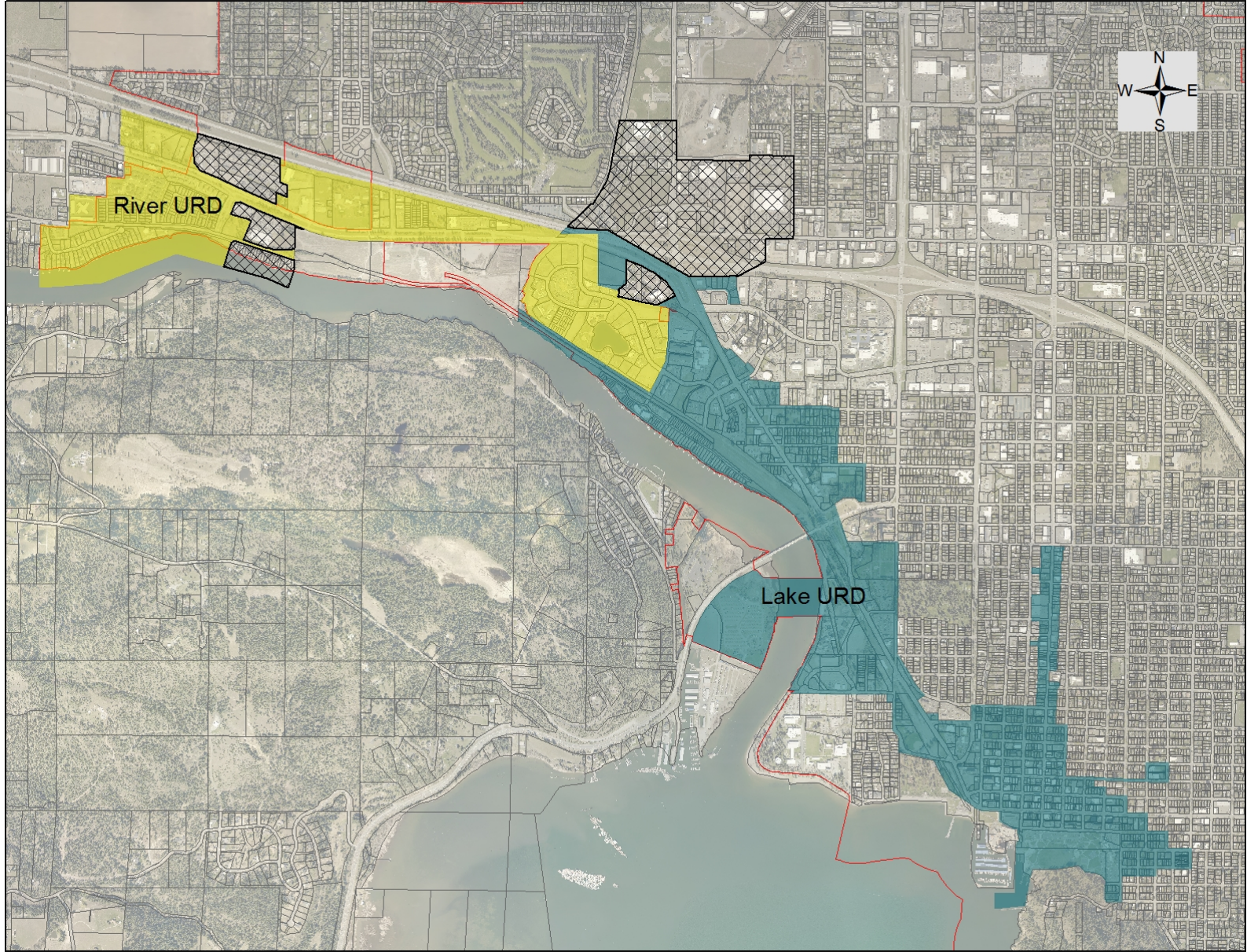
The attached slide provides a visual image of the properties to be removed from the URDs, which includes 33 properties from the Lake District and 29 properties from the River District.

A preliminary analysis projects that even with the removal of these properties, Ignite CDA can still proceed with the \$2.5M investment to the Joint Use Higher Education Facility, \$2M for a contemplated parking structure north of Sherman, enhancements to Midtown, additional improvements to the Four Corner project, funds necessary for the Seltice Way reconstruction, funds for the Transit Center, funds for the BNSF trail improvements, as well as maintenance of a reserve fund.

The figures provided tonight are preliminary and we will continue to work with Ignite CDA to ensure a solid financial forecast.

We feel that this effort will provide additional revenue to affected taxing agencies now rather than having to forego all those funds till the districts close. This will be a positive move for Ignite CDA and will help us more effectively meet the needs of our community.

A motion from you tonight will allow your staff to move forward in partnership with Ignite CDA to fully develop this proposal and bring you a solid plan for the 2016/17 fiscal year.



River URD

Lake URD

Coeur d'Alene City Council
Staff Report

Date: May 3, 2016
From: Troy Tymesen, Finance Director
Subject: Discussion regarding the Sanitation enterprise fund.

Decision Point: To maximize the new solid waste and single stream recycling contract to the benefit of the rate payer.

History: Effective July 1, 2016 the City will begin a new contract with a different hauler than previously used for the collection of solid waste and single stream recycling materials. The City continues to make improvements in regards to this service for the citizens. Thirteen years ago the City transitioned to wheeled carts for all residential customers and added a 64 gallon cart option. Six years ago the City also transitioned the residential recycling program to a 64 gallon cart from a small curbside bin program. The new contract addresses a glass reuse/recycle program to be implemented in the City.

Financial Analysis: The Sanitation Fund's expenditures are approximately \$3,560,000 per year. The last rate increase occurred in 2013. The fund currently has a negative cash balance of \$204,568. The shortfall is being reversed up slowly each month. The contract with Coeur d' Alene Garbage includes annual increases on the first of July after year one. The increase will not exceed 2.75% annually with a minimum of 1.5%. This formula is based on the Fuel Cost Index and the Employment Cost Index. A cost estimate for the reuse/recycling of glass will need to be examined and incorporated into the cash flow

Performance Analysis: The City will need to conduct a public hearing to increase certain commercial account service fees due to the new contract. The City is entering the budget process for Fiscal Year 2016 -2017 and this fee for service fund will be analyzed based on anticipated cash flow and the expense reduction.

Decision Point: To maximize the new solid waste and single stream recycling contract to the benefit of the rate payer.

RESOLUTION NO. 16-024

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN ANNEXATION AGREEMENT WITH VISTA MEADOWS, LLC

WHEREAS, an annexation agreement has been negotiated between the City of Coeur d'Alene and Vista Meadows, LLC, pursuant to the terms and conditions set forth in said agreement, a copy of which is attached hereto as Exhibit "1" and by this 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 that the City enter into a an annexation agreement with Vista Meadows, LLC, 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 annexation 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 hereby are, authorized to execute such agreement on behalf of the City of Coeur d'Alene.

DATED this 3rd day of May, 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 _____.

ANNEXATION AGREEMENT
(VISTA MEADOWS, LLC)

THIS AGREEMENT, made and dated this 3rd day of May, 2016, by and between the **City of Coeur d'Alene**, a municipal corporation organized pursuant to the laws of the state of Idaho, hereinafter termed the "City", and **Vista Meadows, LLC**, with its address at 1836 Northwest Blvd., Coeur d'Alene, ID 83814, hereinafter referred to as the "Owner,"

WITNESSETH:

WHEREAS, the Owner owns a parcel of land adjacent to the City limits of the City, which the Owner wishes to develop, and the Owner has applied for annexation to the City, and said property to be annexed is more particularly described in Exhibit "A" attached hereto (hereinafter referred to as "the Property") and incorporated by reference into the substantive portion of this agreement; and

WHEREAS, The Coeur d'Alene Planning and Zoning Commission has approved, subject to the successful completion of the annexation process, a Subdivision and Planned Unit Development (PUD) of the Property, which is commonly known as Vista Meadows, LLC. A copy of the approved Annexation Findings and Order of City Council are attached hereto as Exhibit "B" and are incorporated by reference into the substantive portion of this agreement; and

WHEREAS, the Mayor and City Council of the City have determined that it would be in the best interests of the City and the citizens thereof to annex the Property subject to the Owner performing the conditions hereinafter set forth; NOW, THEREFORE,

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

ARTICLE I: LEGAL DESCRIPTION

1.1. Legal description: The Property to be annexed is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

ARTICLE II: STANDARDS

2.1. Applicable standards: The Owner agrees that all laws, standards, policies and procedures regarding public improvement construction that the Owner is required to comply with or otherwise meet pursuant to this agreement or City codes shall be those in effect at the time of plan approval. The Owner further waives any right the Owner may have regarding the date used to determine what public improvements; construction laws, standards, policies and procedures shall apply.

ARTICLE III. UTILITIES

3.1. Water and sewer: Water for this development will be provided by Hayden Lake Irrigation District. A “will serve” letter from HLID is attached as Exhibit “C”. If water is not available from HLID then the Owner agrees to use the City's water system for this development.

The Owner agrees to use the City’s sanitary sewer system and will extend, at its own cost, the water and sanitary sewer systems to each lot within the approved Vista Meadows, LLC Subdivision and further agrees to fully comply with all city policies for its water and wastewater systems.

3.2. Water rights: Prior to the recordation of any plat on the Property or any other transfer of an ownership interest in the Property, the Owner will grant to the City, by warranty deed in a format acceptable to the City, all water rights associated with the Property. The parties expressly agree that the Owner is conveying the water rights to the City so that the City will have adequate water rights to ensure that the City can provide domestic water service to the Property.

3.3. Garbage collection: The Owner agrees that upon the expiration of the existing term of any contract to provide garbage collection services to the Property, that the Owner will begin using the garbage collection service in effect within the City of Coeur d'Alene, which garbage collection service shall be identified by the City.

ARTICLE IV: PUBLIC IMPROVEMENTS

4.1. Installation of public improvements: The Owner further agrees prior to occupancy of the Property, and prior to issuance of any building permits for the Property, the Owner shall submit plans for approval and construct and install, or otherwise secure the required construction and installation in a manner acceptable to the City, of all improvements required by this agreement or by City code including but not limited to sanitary sewer improvements, storm water disposal, water lines, hydrants, monumentation, grading, subbase, paving, curbs, dry utility conduit, street lights, pedestrian/bicycle paths and sidewalks. The City shall have no obligation, if any exists, for maintenance of improvements until such time as the City formally accepts the improvements.

4.2. Compliance with conditions of approval: The conditions of approval for the subdivision of the Property are expressly incorporated into this Agreement as binding provisions of this Agreement. As such, the Owner specifically agrees to fulfill each condition of approval as if each condition was specifically enumerated in this Agreement.

ARTICLE V: FEES

5.1. Consideration: Owner agrees to provide specific consideration for annexation, in the amount of Seventy-Nine Thousand Five-Hundred Dollars and no/100 (\$79,500) to the City at the times specified in Section 5.3 below. This amount is based on the policy adopted by the City Council by Resolution 98-112 and represents a fee of Seven Hundred Fifty Dollars and no/100 (\$750.00) per residential unit in the approved Vista Meadows, LLC Subdivision and PUD. The

Subdivision and PUD approval for Vista Meadows, LLC grants a total of One Hundred and Six (106) units at buildout. The sum provided for by this Agreement is deemed by the parties to be a reasonable fee for City benefits and services to the Owner's project, including but not limited to public safety and other services. The Owner will remain responsible for all other costs and fees required by City code. If the owner seeks a rezone to increase the number of residential units on this property within five years of the date of this agreement then the Owner, or its successor, will pay additional annexation fees based on the increased number of residential units.

5.2. No extension of credit: The parties, after careful consideration of the actual burdens on the City, have agreed to a specific dateline in which those burdens will occur. This section anticipates specific payment at a specific date and is in no manner a loan of services or an extension of credit by the City. The following sum shall be paid upon fulfillment of the conditions precedent set forth below.

5.3. Other fees: Additionally, the Owner shall be responsible for all required fees and charges including but not necessarily limited to water hook-up fee(s), water connection (capitalization) fee(s), sanitary sewer connection (capitalization) fee(s), and building permit fees and any applicable impact fees that may be imposed. Fees referred to in this paragraph, are set forth by Municipal Ordinance and/or resolution and arise independent of this agreement.

5.4. Owner's reimbursement to the City: The Parties further agree that the City has utilized substantial staff time to prepare the annexation agreement that will benefit the Owner. The Parties further agree the City shall be reimbursed a reasonable fee for its costs to prepare such agreement. The Parties further agree that such fee shall be in the amount of Two Hundred Fifty Dollars and no/100 (\$250.00).

ARTICLE VI. MISCELLANEOUS

6.1. Deannexation: Owner agrees that in the event the Owner fails to comply with the terms of this agreement, defaults, is otherwise in breach of this agreement, the City may deannex and terminate utility services without objection from owners, assigns or successors in interest of such portions of Owner's Property as City in its sole discretion decides.

6.2. Owner to hold City harmless: The Owner further agrees it will indemnify, defend and hold the City harmless from any and all causes of action, claims and damages that arise, may arise, or are alleged, as a result of the Owner's development, operation, maintenance, and use of the Property described in Exhibit "A." Owner further agrees to pay City's legal costs, including reasonable attorney fees in the event this annexation is challenged in a court of law. Payment for City's legal costs will be remitted within thirty (30) days after receipt of invoice from the City for legal expenses.

6.3. Time is of the essence: Time is of the essence in this agreement.

6.4. Merger: The representations, warranties, covenants, conditions and agreements of the parties contained in the agreement shall survive the acceptance of any deeds and/or easements.

6.5. Recordation: The Owner further agrees this agreement shall be recorded by the City at the Owner's expense. All promises and negotiations of the parties merge into this agreement. Parties agree that this agreement shall only be amended in writing and signed by both parties. The parties agree that this agreement shall not be amended by a change in any law. The parties agree this agreement is not intended to replace any other requirement of City code.

6.6. 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.

6.7. Compliance with applicable laws: The Owner agrees to comply with all applicable laws.

6.8. Covenants run with land: The covenants herein contained to be performed by the Owner shall be binding upon the Owner and Owner's heirs, assigns and successors in interest, and shall be deemed to be covenants running with the land. This document shall be recorded at the Kootenai County Recorder's Office at the sole cost of the Owner.

6.9. Publication of ordinance: The parties agree that until the date of publication of the annexation ordinance, no final annexation of Owner's Property shall occur. Upon proper execution and recordation of this agreement, the City will, to the extent lawfully permitted, adopt and thereafter publish an ordinance annexing Owner's Property.

6.10. Promise of cooperation: Should circumstances change, operational difficulties arise or misunderstandings develop, the parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring a claim, initiate other legal action or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement.

IN WITNESS WHEREOF, the City of Coeur d'Alene has caused this agreement to be executed by its Mayor and City Clerk and its corporate seal affixed hereto, and have caused the same to be executed the day and year first above written.

CITY OF COEUR D'ALENE

VISTA MEADOWS, LLC

By: _____
Steve Widmyer, Mayor

By: _____
Its: _____

ATTEST:

Renata McLeod, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 3rd day of May, 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 Idaho
Residing at _____
My Commission expires: _____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of May, 2016, before me, a Notary Public, personally appeared _____, known to me to be the _____ of **Vista Meadow, 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 Idaho
Residing at _____
My Commission expires: _____

ORDINANCE NO. 3535

LEGAL DESCRIPTION

TRACT 328 AND A PORTION OF TRACT 317
AMENDED PLAT OF HAYDEN LAKE IRRIGATED TRACTS
ANNEXATION AREA

TRACT 328 AND A PORTION OF TRACT 317 OF THE AMENDED PLAT OF HAYDEN LAKE IRRIGATED TRACTS, IN THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 51 NORTH, RANGE 4 WEST, B.M., KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY BOUNDARY LINE OF TRACT 318 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF PRAIRIE AVENUE, ON LINE 2, PAGE 21 OF CITY LIMITS 9-08-2014 ORDINANCE 3489 AND 3491, RECORDS OF THE CITY OF COEUR D'ALENE; THENCE ALONG THE EXISTING CITY LIMITS, S 1°06'23" W, 627.2 FEET (RECORD), TO THE NORTHEAST CORNER OF TRACT 327 OF SAID AMENDED PLAT BEING A FOUND 5/8" REBAR, PLS 6603 AT THE NORTHEAST CORNER OF BLOCK ONE OF SUNSHINE MEADOW FIRST ADDITION, BOOK J, PAGE 31, RECORDS OF KOOTENAI COUNTY AND THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE ALONG THE EASTERLY BOUNDARY LINE OF SAID TRACT 327 AND IT'S SOUTHERLY EXTENSION, S 1°05'54" W (S 1°06'56" W RECORD), 661.90 FEET TO A FOUND 5/8" REBAR, PLS 6603;

THENCE LEAVING THE SAID EASTERLY BOUNDARY LINE AND ITS SOUTHERLY EXTENSION, S 88°12'11" E (S 88°12'00" E RECORD), 652.97 FEET TO A FOUND 5/8" REBAR AT THE SOUTHERLY EXTENSION OF THE WESTERLY BOUNDARY LINE OF TRACT 329 OF SAID AMENDED PLAT; THENCE ALONG THE SAID SOUTHERLY EXTENSION N 1°07'45" E (N 1°08'33" E RECORD), 20.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 329;

THENCE LEAVING THE SAID EXISTING CITY LIMITS ALONG THE WESTERLY BOUNDARY LINE OF SAID TRACT 329, N 1°07'45" E, 641.95 FEET TO A FOUND 2.5" ALUMINUM CAP, PLS 1003 AND THE NORTHWEST CORNER OF TRACT 329 OF SAID PLAT;

THENCE LEAVING THE SAID WESTERLY BOUNDARY LINE, N 88°15'47" W, ALONG THE SOUTHERLY BOUNDARY LINE OF SAID TRACT 317, 163.49 FEET;

THENCE LEAVING THE SAID SOUTHERLY BOUNDARY LINE ALONG THE WESTERLY BOUNDARY LINE OF THE EASTERLY ¼ OF SAID TRACT 317, N 1°08'20" E, 632.06 FEET TO THE SAID SOUTHERLY RIGHT-OF-WAY LINE OF PRAIRIE AVENUE;

THENCE ALONG THE SAID SOUTHERLY RIGHT-OF-WAY LINE, N 88°12'45" W, 326.81 FEET TO A POINT ON THE EASTERLY LINE OF THE WESTERLY ¼ OF SAID TRACT 317;

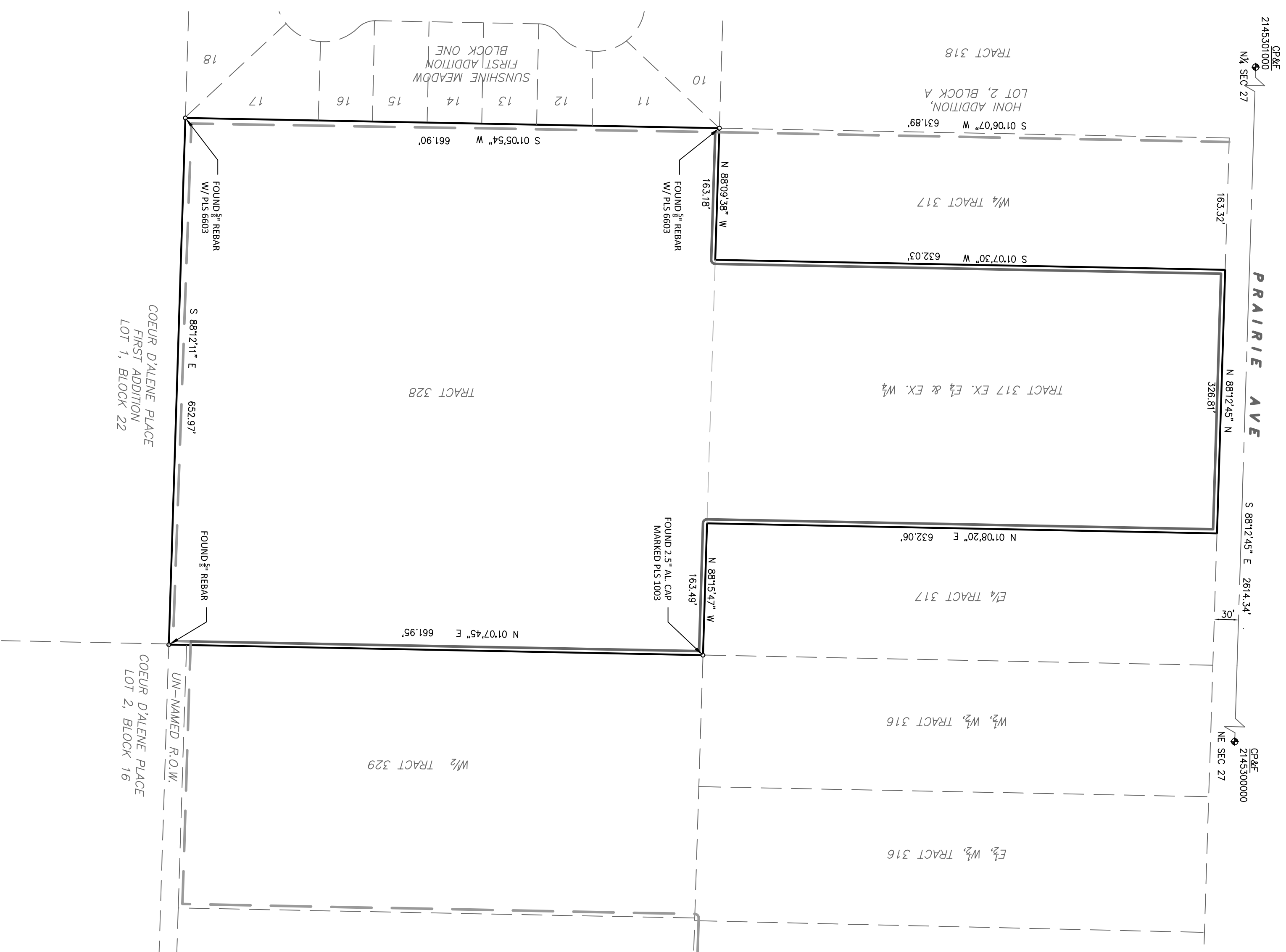
THENCE LEAVING THE SAID SOUTHERLY RIGHT-OF-WAY LINE ALONG THE SAID EASTERLY BOUNDARY LINE OF THE WESTERLY ¼ OF TRACT 317, S 1°07'30" W, 632.03 FEET TO THE SAID SOUTHERLY BOUNDARY LINE OF TRACT 317;

THENCE ALONG THE SAID SOUTHERLY BOUNDARY LINE, N 88°09'38" W, 163.18 FEET TO THE TRUE POINT OF BEGINNING. CONTAINING APPROXIMATELY 14.663 ACRES.



ANNEXATION MAP

OF TRACT 317, EXCEPT THE $W\frac{1}{4}$ AND THE $E\frac{1}{4}$ OF TRACT 317 AND ALL OF TRACT 328, AMENDED PLAT OF HAYDEN LAKE IRRIGATED TRACTS IN A PORTION OF SECTION 27, TOWNSHIP 51 NORTH, RANGE 04 WEST, BOISE MERIDIAN KOOTENAI COUNTY, IDAHO, CITY OF COEUR D'ALENE ORD. NO. 3535



SYMBOL LEGEND

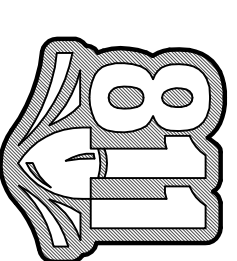
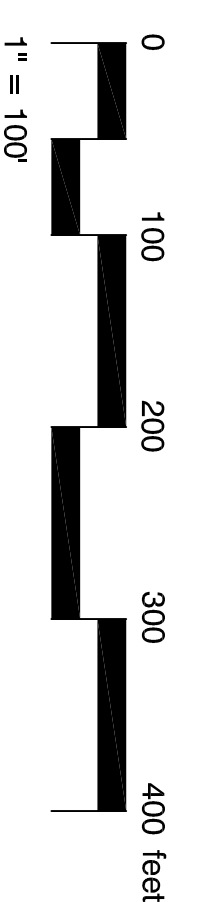
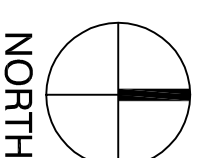
- EXISTING CITY LIMITS
- NEW CITY LIMITS

REFERENCES

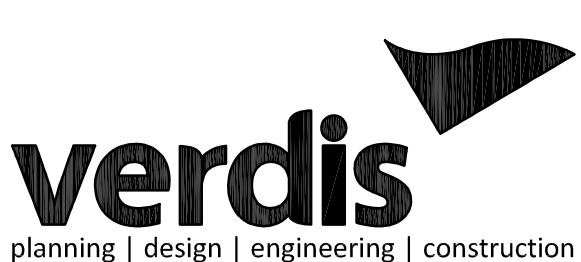
1. AMENDED PLAT OF HAYDEN LAKE IRRIGATED TRACTS, BOOK C, PAGE 67.
2. PLAT OF SUNSHINE MEADOWS, FIRST ADDITION, BOOK J, PAGE 31.
3. RECORD OF SURVEY BOOK 24, PAGE 378.
4. RECORD OF SURVEY BOOK 28, PAGE 348E.
5. CDA PLACE 1ST ADDN. BOOK G, PAGE 340.
6. HONI ADD., BOOK K, PAGE 269.

BASIS OF BEARING

- S 88°12'45" E ALONG THE NORTH LINE OF SECTION 27, PER BOOK J, PAGE 31, RECORDS OF KOOTENAI COUNTY



know what's below.
Call before you dig.



Physical Address:
601 E. Front Avenue, Suite #205
Coeur d'Alene, ID 83814

Phone/Fax:
P: (208) 667-1214
F: (208) 765-2516

Mailing Address:
PO Box 580
Coeur d'Alene, ID 83816

Web/Email:
www.verdisNW.com
admin@verdisNW.com

ANNEXATION MAP

A PORTION OF TRACT 317 & ALL OF TRACT 328 SEC. 27, T51N, R04W

DATE:	04-28-16
JOB:	15-297
DRAWN:	MVH
CHECKED:	MVH
REVISIONS:	
NO.:	DESCRIPTION:
PROJECT:	VISTA MEADOWS PUD
CLIENT:	VISTA MEADOWS LLC
AIN:	122417 & 137623
PARCEL:	0-3560-27-317-AB & 0-3560-27-328-ZZ
ADDRESS:	2100 W PRAIRIE AVE.
DRAWING FILE:	ANNEXATION MAP.DWG

1.0

SHEET 1 of 1

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ORDINANCE NO. _____
COUNCIL BILL NO. 16-1007

AN ORDINANCE ANNEXING TO, AND DECLARING TO BE A PART OF, THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 27, TOWNSHIP 51, NORTH, RANGE 4W, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; 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 property be annexed

NOW, THEREFORE,

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

SECTION 1. The property as described in Exhibit "A", attached hereto and incorporated herein, contiguous and adjacent to the City of Coeur d'Alene, Kootenai County, Idaho, is hereby annexed to and declared to be a part of the City of Coeur d'Alene, Kootenai County, Idaho, and the same is hereby zoned as City R-8 (Residential at 8 units per/acre).

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

SECTION 3. The Planning Director is hereby directed to make such change and amendment on the three (3) official Zoning Maps of the City of Coeur d'Alene.

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, pursuant to the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on May 3, 2016.

APPROVED by the Mayor this 3rd day of May, 2016.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
A-1-16 Vista Meadows, LLC Annexation

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 27, TOWNSHIP 51, NORTH, RANGE 4W, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am Chief Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, A-1-16 Vista Meadows, LLC, Annexation, 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 3rd day of May, 2016.

Randall R. Adams, Chief Deputy City Attorney

ORDINANCE NO. 3535

LEGAL DESCRIPTION

TRACT 328 AND A PORTION OF TRACT 317
AMENDED PLAT OF HAYDEN LAKE IRRIGATED TRACTS
ANNEXATION AREA

TRACT 328 AND A PORTION OF TRACT 317 OF THE AMENDED PLAT OF HAYDEN LAKE IRRIGATED TRACTS, IN THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 51 NORTH, RANGE 4 WEST, B.M., KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY BOUNDARY LINE OF TRACT 318 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF PRAIRIE AVENUE, ON LINE 2, PAGE 21 OF CITY LIMITS 9-08-2014 ORDINANCE 3489 AND 3491, RECORDS OF THE CITY OF COEUR D'ALENE; THENCE ALONG THE EXISTING CITY LIMITS, S 1°06'23" W, 627.2 FEET (RECORD), TO THE NORTHEAST CORNER OF TRACT 327 OF SAID AMENDED PLAT BEING A FOUND 5/8" REBAR, PLS 6603 AT THE NORTHEAST CORNER OF BLOCK ONE OF SUNSHINE MEADOW FIRST ADDITION, BOOK J, PAGE 31, RECORDS OF KOOTENAI COUNTY AND THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE ALONG THE EASTERLY BOUNDARY LINE OF SAID TRACT 327 AND IT'S SOUTHERLY EXTENSION, S 1°05'54" W (S 1°06'56" W RECORD), 661.90 FEET TO A FOUND 5/8" REBAR, PLS 6603;

THENCE LEAVING THE SAID EASTERLY BOUNDARY LINE AND ITS SOUTHERLY EXTENSION, S 88°12'11" E (S 88°12'00" E RECORD), 652.97 FEET TO A FOUND 5/8" REBAR AT THE SOUTHERLY EXTENSION OF THE WESTERLY BOUNDARY LINE OF TRACT 329 OF SAID AMENDED PLAT; THENCE ALONG THE SAID SOUTHERLY EXTENSION N 1°07'45" E (N 1°08'33" E RECORD), 20.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 329;

THENCE LEAVING THE SAID EXISTING CITY LIMITS ALONG THE WESTERLY BOUNDARY LINE OF SAID TRACT 329, N 1°07'45" E, 641.95 FEET TO A FOUND 2.5" ALUMINUM CAP, PLS 1003 AND THE NORTHWEST CORNER OF TRACT 329 OF SAID PLAT;

THENCE LEAVING THE SAID WESTERLY BOUNDARY LINE, N 88°15'47" W, ALONG THE SOUTHERLY BOUNDARY LINE OF SAID TRACT 317, 163.49 FEET;

THENCE LEAVING THE SAID SOUTHERLY BOUNDARY LINE ALONG THE WESTERLY BOUNDARY LINE OF THE EASTERLY ¼ OF SAID TRACT 317, N 1°08'20" E, 632.06 FEET TO THE SAID SOUTHERLY RIGHT-OF-WAY LINE OF PRAIRIE AVENUE;

THENCE ALONG THE SAID SOUTHERLY RIGHT-OF-WAY LINE, N 88°12'45" W, 326.81 FEET TO A POINT ON THE EASTERLY LINE OF THE WESTERLY ¼ OF SAID TRACT 317;

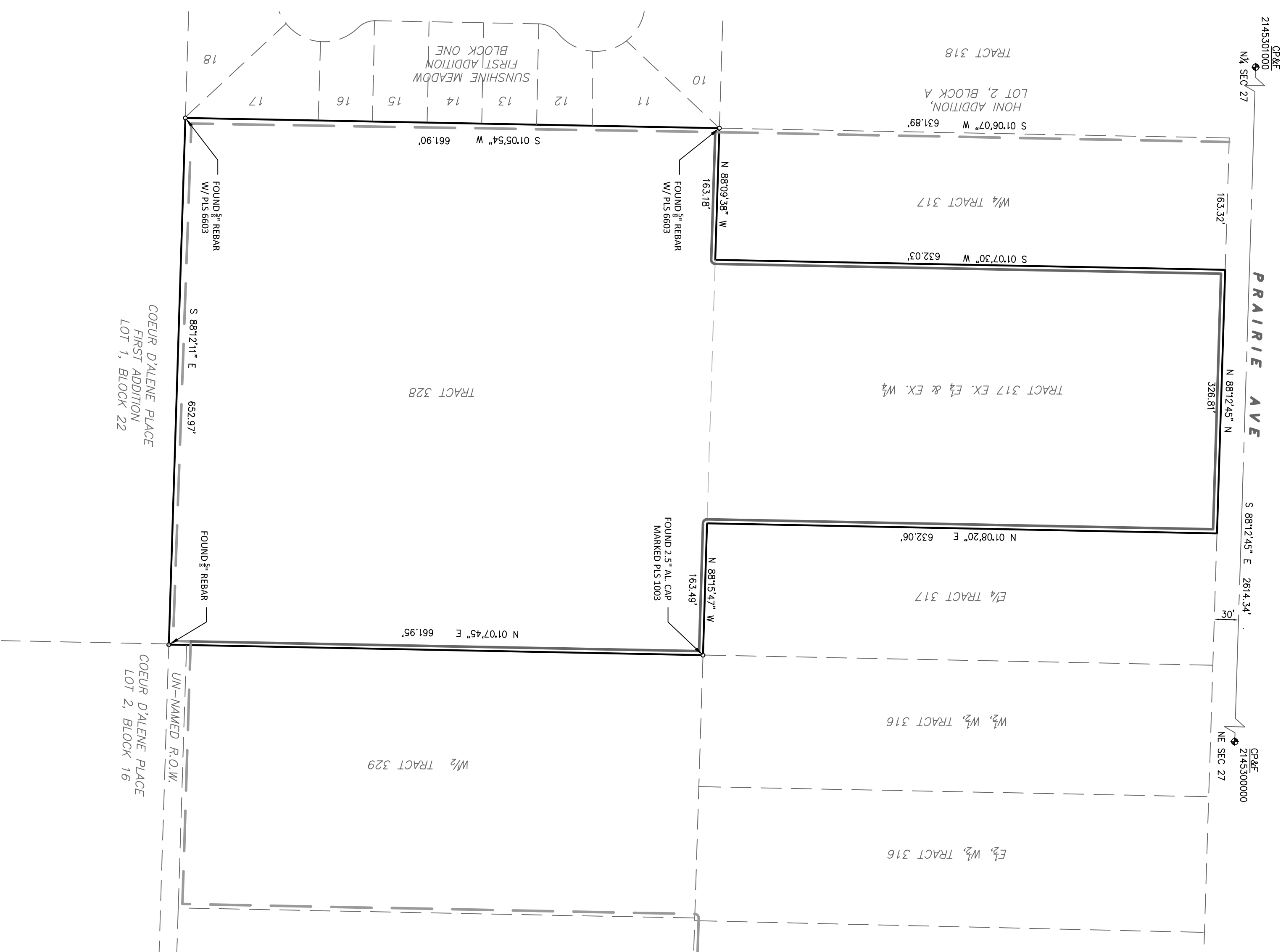
THENCE LEAVING THE SAID SOUTHERLY RIGHT-OF-WAY LINE ALONG THE SAID EASTERLY BOUNDARY LINE OF THE WESTERLY ¼ OF TRACT 317, S 1°07'30" W, 632.03 FEET TO THE SAID SOUTHERLY BOUNDARY LINE OF TRACT 317;

THENCE ALONG THE SAID SOUTHERLY BOUNDARY LINE, N 88°09'38" W, 163.18 FEET TO THE TRUE POINT OF BEGINNING. CONTAINING APPROXIMATELY 14.663 ACRES.



ANNEXATION MAP

OF TRACT 317, EXCEPT THE $W\frac{1}{4}$ AND THE $E\frac{1}{4}$ OF TRACT 317 AND ALL OF TRACT 328, AMENDED PLAT OF HAYDEN LAKE IRRIGATED TRACTS IN A PORTION OF SECTION 27, TOWNSHIP 51 NORTH, RANGE 04 WEST, BOISE MERIDIAN KOOTENAI COUNTY, IDAHO, CITY OF COEUR D'ALENE ORD. NO. 3535



SYMBOL LEGEND

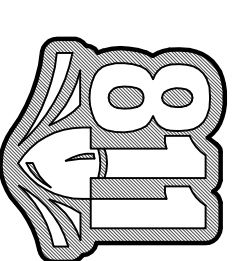
- EXISTING CITY LIMITS
- NEW CITY LIMITS

REFERENCES

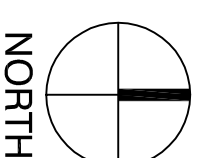
1. AMENDED PLAT OF HAYDEN LAKE IRRIGATED TRACTS, BOOK C, PAGE 67.
2. PLAT OF SUNSHINE MEADOWS, FIRST ADDITION, BOOK J, PAGE 31.
3. RECORD OF SURVEY BOOK 24, PAGE 378.
4. RECORD OF SURVEY BOOK 28, PAGE 348E.
5. CDA PLACE 1ST ADDN. BOOK G, PAGE 340.
6. HONI ADD., BOOK K, PAGE 269.

BASIS OF BEARING

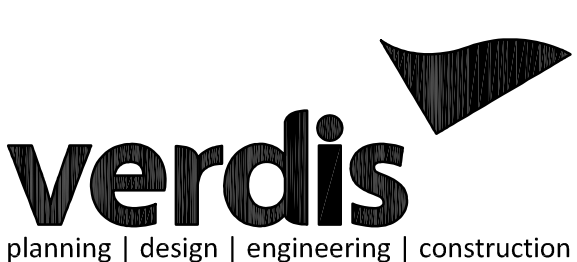
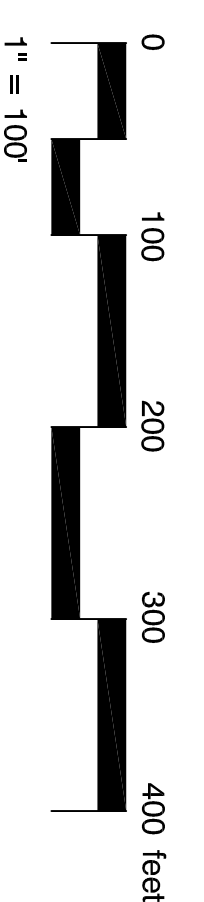
- S 88°12'45" E ALONG THE NORTH LINE OF SECTION 27, PER BOOK J, PAGE 31, RECORDS OF KOOTENAI COUNTY



Know what's below.
Call before you dig.



NORTH



Physical Address:
601 E. Front Avenue, Suite #205
Coeur d'Alene, ID 83814

Phone/Fax:
P: (208) 667-1214
F: (208) 765-2516

Mailing Address:
PO Box 580
Coeur d'Alene, ID 83816

Web/Email:
www.verdisNW.com
admin@verdisNW.com

ANNEXATION MAP

A PORTION OF TRACT 317 & ALL OF TRACT 328 SEC. 27, T51N, R04W

DATE: 04-28-16

JOB: 15-297

DRAWN: MVH

CHECKED: MVH

REVISIONS:

NO. DESCRIPTION:

NO. DESCRIPTION:

NO. DESCRIPTION:

NO. DESCRIPTION:

NO. DESCRIPTION:

PROJECT:
VISTA MEADOWS PUD

CLIENT:
VISTA MEADOWS LLC

AIN:
122417 & 137623

PARCEL:
0-3560-27-317-AB &
0-3560-27-328-ZZ

ADDRESS:
2100 W PRAIRIE AVE.

DRAWING FILE:
ANNEXATION MAP.DWG

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1.0

SHEET 1 of 1

RESOLUTION NO. 16-025

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN ANNEXATION AGREEMENT WITH DONALD R. SMOCK, DBA HARMONY HOMES, LLC FOR GARDEN GROVE.

WHEREAS, an annexation agreement has been negotiated between the City of Coeur d'Alene and Donald R. Smock dba Harmony Homes, LLC, for Garden Grove, pursuant to the terms and conditions set forth in said agreement, a copy of which is attached hereto as Exhibit "1" and by this 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 that the city enter into an annexation agreement with Donald R. Smock dba Harmony Homes, LLC for Garden Grove, 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 annexation 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 hereby are, authorized to execute such agreement on behalf of the City of Coeur d'Alene.

DATED this 3rd day of May, 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 _____.

ANNEXATION AGREEMENT
(GARDEN GROVE)

THIS AGREEMENT, made and dated this 3rd day of May, 2016, by and between the **City of Coeur d'Alene**, a municipal corporation organized pursuant to the laws of the state of Idaho, hereinafter termed the "City," and **Donald R. Smock, dba Harmony Homes, LLC**, with its address at 1000 Northwest Blvd., Coeur d'Alene, ID 83814, hereinafter referred to as the "Owner,"

W I T N E S S E T H:

WHEREAS, the Owner owns a parcel of land adjacent to the City limits of the City, which the Owner wishes to develop, and the Owner has applied for annexation to the City, and said property to be annexed is more particularly described in Exhibit "A" attached hereto (hereinafter referred to as "the Property") and incorporated by reference into the substantive portion of this agreement; and

WHEREAS, The Coeur d'Alene Planning and Zoning Commission has approved, subject to the successful completion of the annexation process, a Subdivision and Planned Unit Development (PUD) of the Property, which is commonly known as Garden Grove. A copy of the approved Annexation Findings and Order from City Council are attached hereto as Exhibit "B" and are incorporated by reference into the substantive portion of this agreement; and

WHEREAS, the Mayor and City Council of the City have determined that it would be in the best interests of the City and the citizens thereof to annex the Property subject to the Owner performing the conditions hereinafter set forth; NOW, THEREFORE,

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

ARTICLE I: LEGAL DESCRIPTION

1.1. Legal description: The Property to be annexed is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

ARTICLE II: STANDARDS

2.1. Applicable standards: The Owner agrees that all laws, standards, policies and procedures regarding public improvement construction that the Owner is required to comply with or otherwise meet pursuant to this agreement or City codes shall be those in effect at the time of plan approval. The Owner further waives any right the Owner may have regarding the date used to determine what public improvements; construction laws, standards, policies and procedures shall apply.

ARTICLE III. UTILITIES

3.1. Water and sewer: Water for this development will be provided by Hayden Lake Irrigation District. A “will serve” letter from HLID is attached as Exhibit “C”. If water is not available from HLID then the Owner agrees to use the City's water system for this development.

The Owner agrees to use the City’s sanitary sewer system and will extend, at its own cost, the water and sanitary sewer systems to each lot within the approved Garden Grove Subdivision and further agrees to fully comply will all city policies for its water and wastewater systems.

3.2. Water rights: Prior to the recordation of any plat on the Property or any other transfer of an ownership interest in the Property, the Owner will grant to the City, by warranty deed in a format acceptable to the City, all water rights associated with the Property. The parties expressly agree that the Owner is conveying the water rights to the City so that the City will have adequate water rights to ensure that the City can provide domestic water service to the Property.

3.3. Garbage collection: The Owner agrees that upon the expiration of the existing term of any contract to provide garbage collection services to the Property, that the Owner will begin using the garbage collection service in effect within the City of Coeur d'Alene, which garbage collection service shall be identified by the City.

ARTICLE IV: PUBLIC IMPROVEMENTS

4.1. Installation of public improvements: The Owner further agrees prior to occupancy of the Property, and prior to issuance of any building permits for the Property, the Owner shall submit plans for approval and construct and install, or otherwise secure the required construction and installation in a manner acceptable to the City, of all improvements required by this agreement or by City code including but not limited to sanitary sewer improvements, storm water disposal, water lines, hydrants, monumentation, grading, subbase, paving, curbs, dry utility conduit, street lights, pedestrian/bicycle paths and sidewalks. The City shall have no obligation, if any exists, for maintenance of improvements until such time as the City formally accepts the improvements.

4.2. Compliance with conditions of approval: The conditions of approval for the subdivision of the Property are expressly incorporated into this Agreement as binding provisions of this Agreement. As such, the Owner specifically agrees to fulfill each condition of approval as if each condition was specifically enumerated in this Agreement.

ARTICLE V: FEES

5.1. Consideration: Owner agrees to provide specific consideration for annexation, in the amount of Seventy Thousand Five Hundred Dollars and no/100 (\$70,500) to the City at the times specified in Section 5.3 below. This amount is based on the policy adopted by the City Council by Resolution 98-112 and represents a fee of Seven Hundred Fifty Dollars and no/100 (\$750.00) per residential lot in the ninety-four (94) lot approved Garden Grove Subdivision and PUD. The sum provided for by this Agreement is deemed by the parties to be a reasonable fee for City benefits and services to the Owner's project, including but not limited to public safety and other services. The Owner will remain responsible for all other costs and fees required by City code.

5.2. No extension of credit: The parties, after careful consideration of the actual burdens on the City, have agreed to a specific dateline in which those burdens will occur. This section anticipates specific payment at a specific date and is in no manner a loan of services or an extension of credit by the City. The following sum shall be paid upon fulfillment of the conditions precedent set forth below.

5.3. Other fees: Additionally, the Owner shall be responsible for all required fees and charges including but not necessarily limited to water hook-up fee(s), water connection (capitalization) fee(s), sanitary sewer connection (capitalization) fee(s), and building permit fees and any applicable impact fees that may be imposed. Fees referred to in this paragraph, are set forth by Municipal Ordinance and/or resolution and arise independent of this agreement.

5.4. Owner's reimbursement to the City: The Parties further agree that the City has utilized substantial staff time to prepare the annexation agreement that will benefit the Owner. The Parties further agree the City shall be reimbursed a reasonable fee for its costs to prepare such agreement. The Parties further agree that such fee shall be in the amount of Two Hundred Fifty Dollars and no/100 (\$250.00).

ARTICLE VI. MISCELLANEOUS

6.1. Deannexation: Owner agrees that in the event the Owner fails to comply with the terms of this agreement, defaults, is otherwise in breach of this agreement, the City may deannex and terminate utility services without objection from owners, assigns or successors in interest of such portions of Owner's Property as City in its sole discretion decides.

6.2. Owner to hold City harmless: The Owner further agrees it will indemnify, defend and hold the City harmless from any and all causes of action, claims and damages that arise, may arise, or are alleged, as a result of the Owner's development, operation, maintenance, and use of the Property described in Exhibit "A." Owner further agrees to pay City's legal costs, including reasonable attorney fees in the event this annexation is challenged in a court of law. Payment for City's legal costs will be remitted within thirty (30) days after receipt of invoice from the City for legal expenses.

6.3. Time is of the essence: Time is of the essence in this agreement.

6.4. Merger: The representations, warranties, covenants, conditions and agreements of the parties contained in the agreement shall survive the acceptance of any deeds and/or easements.

6.5. Recordation: The Owner further agrees this agreement shall be recorded by the City at the Owner's expense. All promises and negotiations of the parties merge into this agreement. Parties agree that this agreement shall only be amended in writing and signed by both parties. The parties agree that this agreement shall not be amended by a change in any law. The parties agree this agreement is not intended to replace any other requirement of City code.

6.6. 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.

6.7. Compliance with applicable laws: The Owner agrees to comply with all applicable laws.

6.8. Covenants run with land: The covenants herein contained to be performed by the Owner shall be binding upon the Owner and Owner's heirs, assigns and successors in interest, and shall be deemed to be covenants running with the land. This document shall be recorded at the Kootenai County Recorder's Office at the sole cost of the Owner.

6.9. Publication of ordinance: The parties agree that until the date of publication of the annexation ordinance, no final annexation of Owner's Property shall occur. Upon proper execution and recordation of this agreement, the City will, to the extent lawfully permitted, adopt and thereafter publish an ordinance annexing Owner's Property.

6.10. Promise of cooperation: Should circumstances change, operational difficulties arise or misunderstandings develop, the parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring a claim, initiate other legal action or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement.

IN WITNESS WHEREOF, the City of Coeur d'Alene has caused this agreement to be executed by its Mayor and City Clerk and its corporate seal affixed hereto, and have caused the same to be executed the day and year first above written.

CITY OF COEUR D'ALENE

**DONALD R. SMOCK, dba HARMONY
HOMES, LLC**

By: _____
Steve Widmyer, Mayor

By: _____
It's _____

ATTEST:

Renata McLeod, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 3rd day of May, 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 Idaho
Residing at _____
My Commission expires: _____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ___ day of May, 2016, before me, a Notary Public, personally appeared **Donald R. Smock**, known to me to be the _____ of **Harmony Homes, 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 Idaho
Residing at _____
My Commission expires: _____

ORDINANCE NO. 3536
LEGAL DESCRIPTION
TRACT 324 AND A PORTION OF TRACT 321
AMENDED PLAT OF HAYDEN LAKE IRRIGATED TRACTS
ANNEXATION AREA

TRACT 324 AND A PORTION OF TRACT 321 OF THE AMENDED PLAT OF HAYDEN LAKE IRRIGATED TRACTS, BOOK C, PAGES 66 AND 67, RECORDS OF KOOTENAI COUNTY IN THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 51 NORTH, RANGE 4 WEST, B.M., KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: (THE BASIS OF BEARING IS THE CITY OF COEUR D'ALENE BEARING DATUM NAD 83)

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 27, ALONG THE WEST LINE OF SAID SECTION, S 1°11'11" W, 1320.33 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27;

THENCE ALONG THE NORTH LINE OF THE SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, S 88°21'02" E, 30.00 FEET TO THE EXISTING COEUR D'ALENE CITY LIMITS;

THENCE CONTINUING ALONG THE NORTH LINE OF THE SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE SAID EXISITING CITY LIMITS, S 88°21'02" E, 655.67 FEET TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27 AND THE TRUE POINT OF BEGINNING FOR THIS DESCPTION;

THENCE LEAVING THE SAID EXISTING CITY LIMITS ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF TRACT 324 OF SAID HAYDEN LAKE IRRIGATED TRACTS, N 0°45'05" W, 20.44 FEET TO AN IRON PIPE,

THENCE ALONG THE WEST LINE OF SAID TRACT 324 THE FOLLOWING TWO COURSES: N 1°11'08" E, 309.81 FEET TO AN IRON PIPE;

THENCE N 1°16'22" E, 330.33 FEET TO A 5/8" REBAR, PLS 6602 AND THE SOUTHWEST CORNER OF TRACT 321 OF SAID HAYDEN LAKE IRRIGATED TRACTS;

THENCE ALONG THE WEST LINE OF SAID TRACT 321 THE FOLLOWING TWO COURSES: N 1°24'04"E, 309.79 FEET TO A 5/8" REBAR, PLS 4458;

THENCE N 1°23'59" E, 309.75 FEET TO A 5/8" REBAR, PLS 4458 ON THE SOUTHERLY RIGHT-OF-WAY LINE OF PRAIRIE AVENUE AND A POINT ON A NON-TANGENT CIRCULAR CURVE CONCAVE TO THE SOUTH;

EXHIBIT "A"

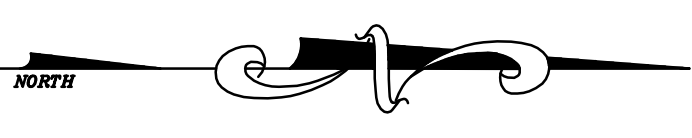
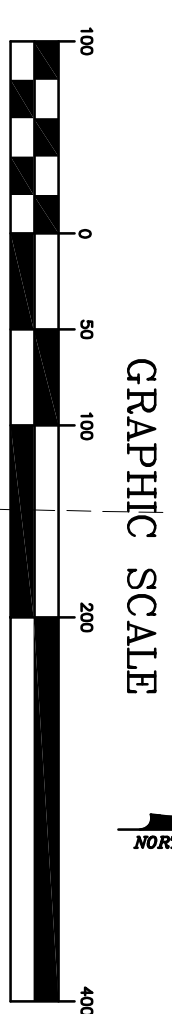
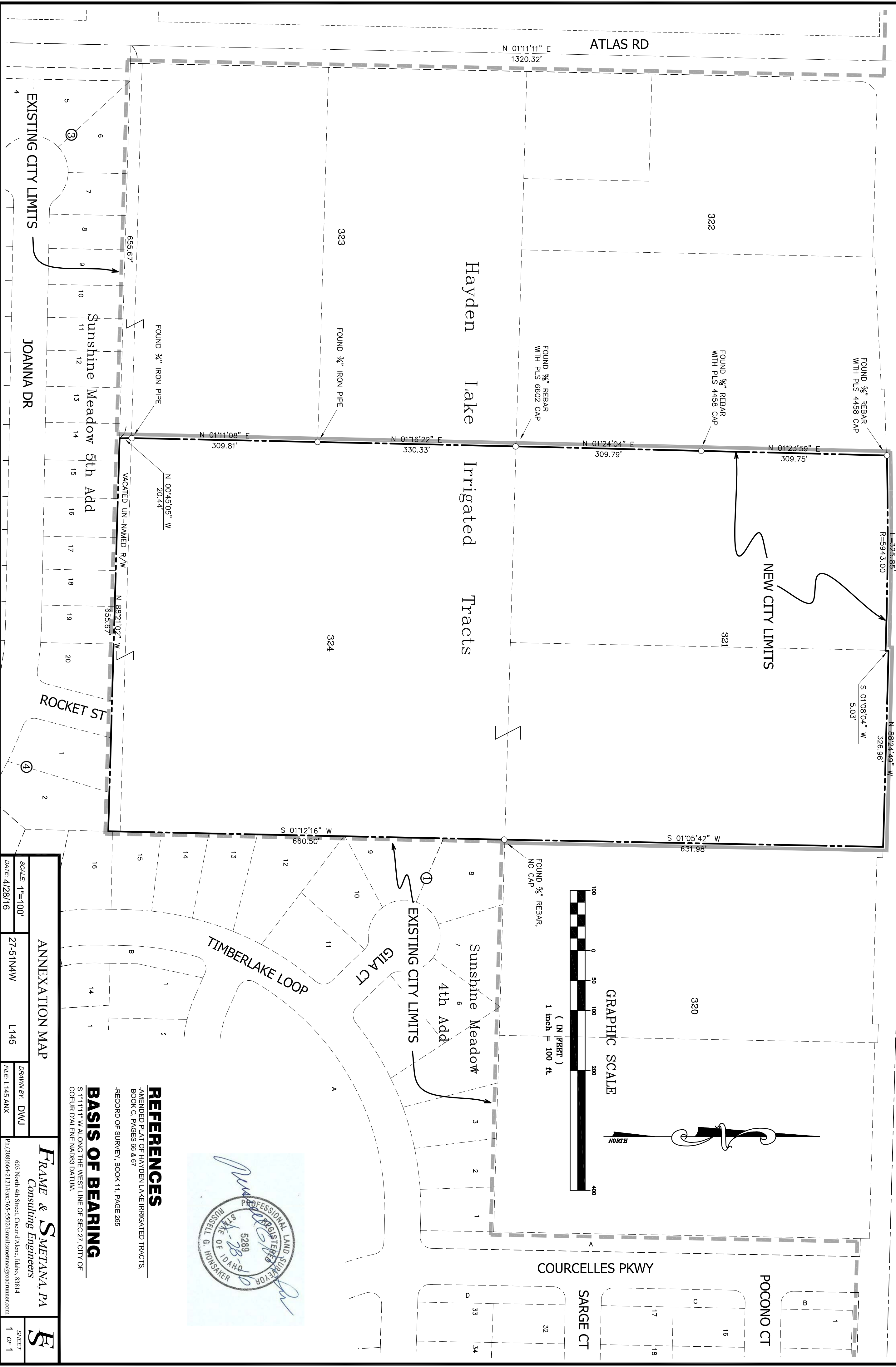
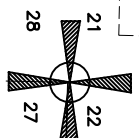
THENCE ALONG THE SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE COURSES: 325.85 FEET ALONG THE SAID SOUTHERLY RIGHT-OF-WAY LINE FOLLOWING SAID NON-TANGENT CIRCULAR CURVE, HAVING A RADIUS OF 5943.00 FEET, A CENTRAL ANGLE OF 3°08'29", A CHORD BEARING OF S 89°34'27" E AND A CHORD DISTANCE OF 325.81 FEET; THENCE N 1°08'04" E, 5.03 FEET IN A NON-TANGENT DIRECTION; THENCE S 88°24'49" E, 326.96 FEET TO A POINT ON THE WEST LINE OF TRACT 320 OF SAID HAYDEN LAKE IRRIGATED TRACTS; THENCE LEAVING THE SAID SOUTHERLY RIGHT-OF-WAY LINE, ALONG THE SAID WEST LINE, S 1°05'42" W, 631.98 TO 5/8 REBAR AND THE NORTHWEST CORNER OF TRACT 325 OF SAID HAYDEN LAKE IRRIGATED TRACTS AND THE SAID EXISTING CITY LIMITS; THENCE ALONG THE SAID EXISTING CITY LIMITS AND THE WEST LINE OF SAID TRACT 325, S 1°12'16" W, 660.50 FEET TO THE SAID NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE CONTINUING ALONG THE SAID EXISTING CITY LIMITS FOLLOWING THE SAID NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, N 88°21'02" W, 655.67 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING APPROXIMATELY 19.389 ACRES.



ANNEXATION MAP

OF TRACT 324 AND A PORTION OF TRACT 321, HAYDEN LAKE IRRIGATED TRACTS, LOCATED IN SE¼, NW¼ OF SEC. 27, T. 51 N., R. 4 W., B.M., KOOTENAI COUNTY, IDAHO
CITY OF COEUR D'ALENE ORD. NO. 3536

PRAIRIE AVENUE



REFERENCES
 -AMENDED PLAT OF HAYDEN LAKE IRRIGATED TRACTS, BOOK C, PAGES 66 & 67
 -RECORD OF SURVEY, BOOK 11, PAGE 265

BASIS OF BEARING
 S 1°11'11" W ALONG THE WEST LINE OF SEC 27, CITY OF COEUR D'ALENE MAD93 DATUM.



SCALE: 1"=100'		ANNEXATION MAP	
DATE: 4/28/16	27-5-1N4W	L145	DRAWN BY: DWJ
FRAME & SMETANA, PA Consulting Engineers 603 North 4th Street, Coeur d'Alene, Idaho, 83814 Ph: (208) 664-2121 Fax: 765-5502 Email: smetana@coeurdalenecomm.com		SHEET 1 OF 1	

ORDINANCE NO. _____
COUNCIL BILL NO. 16-1008

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 27, TOWNSHIP 51, NORTH, RANGE 4W, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; 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 property be annexed;

NOW, THEREFORE,

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

SECTION 1. The property as set forth in Exhibit "A", attached hereto and incorporated herein, contiguous and adjacent to the City of Coeur d'Alene, Kootenai County, Idaho, is hereby annexed to and declared to be a part of the City of Coeur d'Alene, Kootenai County, Idaho, and the same is hereby zoned as R-8 (Residential at 8 units per/acre).

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

SECTION 3. The Planning Director is hereby instructed to make such change and amendment on the three (3) official Zoning Maps of the City of Coeur d'Alene.

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, pursuant to the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on May 3, 2016.

APPROVED by the Mayor this 3rd day of May, 2016.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
A-3-15 Donald R. Smock dba Harmony Homes, LLC. - Garden Grove Annexation

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 27, TOWNSHIP 51, NORTH, RANGE 4W, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am Chief Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, A-3-15 Donald R. Smock dba Harmony Homes, LLC. - Garden Grove Annexation, 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 3rd day of May, 2016.

Randall R. Adams, Chief Deputy City Attorney

ORDINANCE NO. 3536
LEGAL DESCRIPTION
TRACT 324 AND A PORTION OF TRACT 321
AMENDED PLAT OF HAYDEN LAKE IRRIGATED TRACTS
ANNEXATION AREA

TRACT 324 AND A PORTION OF TRACT 321 OF THE AMENDED PLAT OF HAYDEN LAKE IRRIGATED TRACTS, BOOK C, PAGES 66 AND 67, RECORDS OF KOOTENAI COUNTY IN THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 51 NORTH, RANGE 4 WEST, B.M., KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: (THE BASIS OF BEARING IS THE CITY OF COEUR D'ALENE BEARING DATUM NAD 83)

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 27, ALONG THE WEST LINE OF SAID SECTION, S 1°11'11" W, 1320.33 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27;

THENCE ALONG THE NORTH LINE OF THE SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, S 88°21'02" E, 30.00 FEET TO THE EXISTING COEUR D'ALENE CITY LIMITS;

THENCE CONTINUING ALONG THE NORTH LINE OF THE SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE SAID EXISITING CITY LIMITS, S 88°21'02" E, 655.67 FEET TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27 AND THE TRUE POINT OF BEGINNING FOR THIS DESCPTION;

THENCE LEAVING THE SAID EXISTING CITY LIMITS ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF TRACT 324 OF SAID HAYDEN LAKE IRRIGATED TRACTS, N 0°45'05" W, 20.44 FEET TO AN IRON PIPE,

THENCE ALONG THE WEST LINE OF SAID TRACT 324 THE FOLLOWING TWO COURSES: N 1°11'08" E, 309.81 FEET TO AN IRON PIPE;

THENCE N 1°16'22" E, 330.33 FEET TO A 5/8" REBAR, PLS 6602 AND THE SOUTHWEST CORNER OF TRACT 321 OF SAID HAYDEN LAKE IRRIGATED TRACTS;

THENCE ALONG THE WEST LINE OF SAID TRACT 321 THE FOLLOWING TWO COURSES: N 1°24'04"E, 309.79 FEET TO A 5/8" REBAR, PLS 4458;

THENCE N 1°23'59" E, 309.75 FEET TO A 5/8" REBAR, PLS 4458 ON THE SOUTHERLY RIGHT-OF-WAY LINE OF PRAIRIE AVENUE AND A POINT ON A NON-TANGENT CIRCULAR CURVE CONCAVE TO THE SOUTH;

EXHIBIT "A"

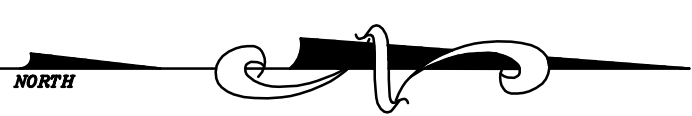
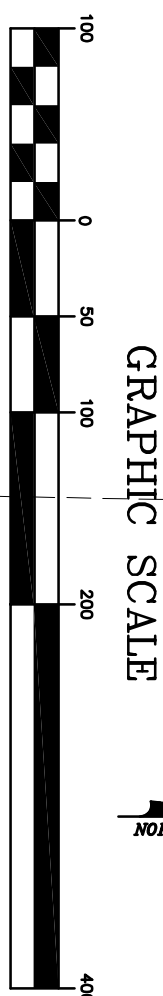
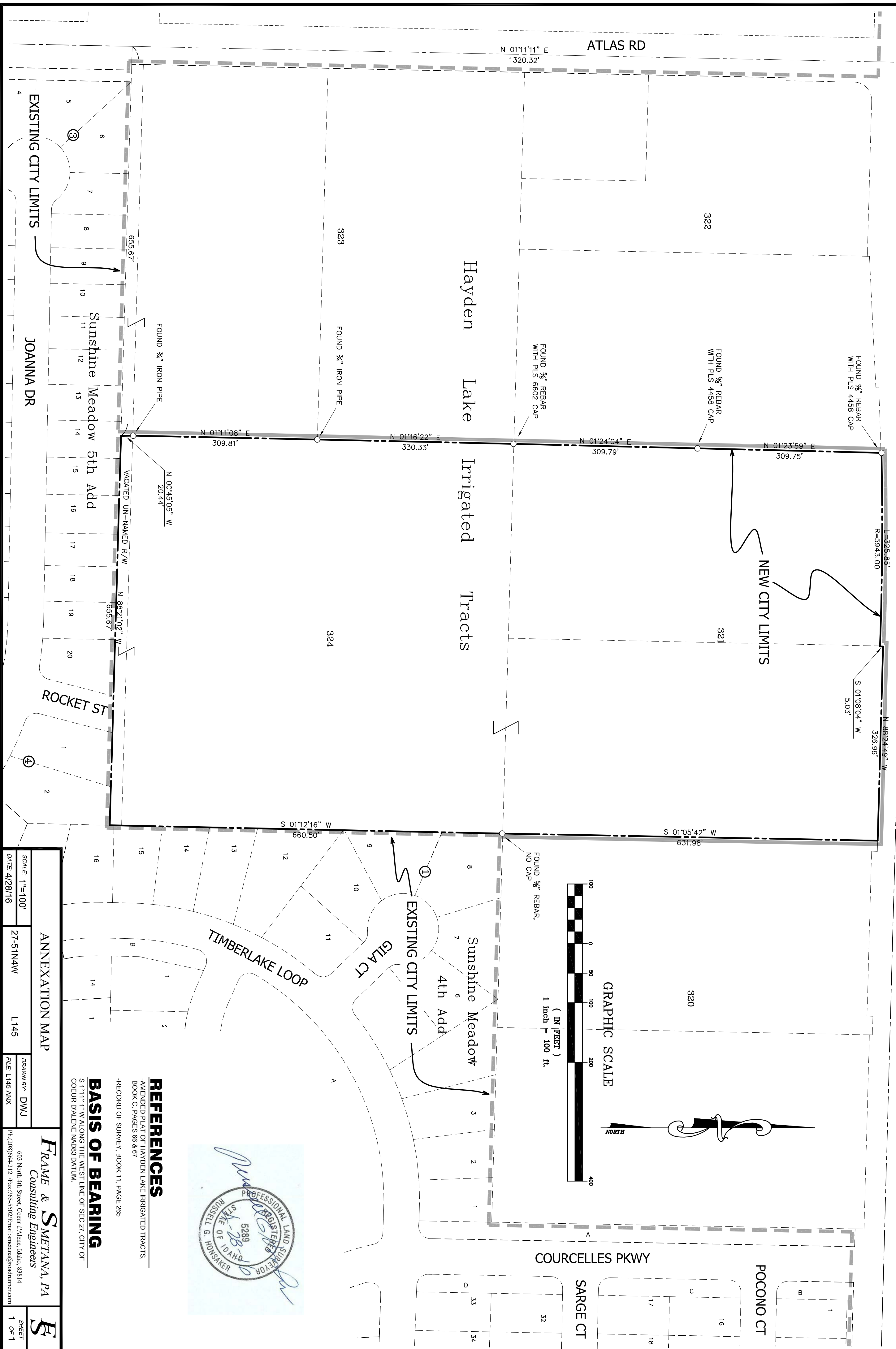
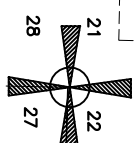
THENCE ALONG THE SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE COURSES: 325.85 FEET ALONG THE SAID SOUTHERLY RIGHT-OF-WAY LINE FOLLOWING SAID NON-TANGENT CIRCULAR CURVE, HAVING A RADIUS OF 5943.00 FEET, A CENTRAL ANGLE OF 3°08'29", A CHORD BEARING OF S 89°34'27" E AND A CHORD DISTANCE OF 325.81 FEET; THENCE N 1°08'04" E, 5.03 FEET IN A NON-TANGENT DIRECTION; THENCE S 88°24'49" E, 326.96 FEET TO A POINT ON THE WEST LINE OF TRACT 320 OF SAID HAYDEN LAKE IRRIGATED TRACTS; THENCE LEAVING THE SAID SOUTHERLY RIGHT-OF-WAY LINE, ALONG THE SAID WEST LINE, S 1°05'42" W, 631.98 TO 5/8 REBAR AND THE NORTHWEST CORNER OF TRACT 325 OF SAID HAYDEN LAKE IRRIGATED TRACTS AND THE SAID EXISTING CITY LIMITS; THENCE ALONG THE SAID EXISTING CITY LIMITS AND THE WEST LINE OF SAID TRACT 325, S 1°12'16" W, 660.50 FEET TO THE SAID NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE CONTINUING ALONG THE SAID EXISTING CITY LIMITS FOLLOWING THE SAID NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, N 88°21'02" W, 655.67 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING APPROXIMATELY 19.389 ACRES.



ANNEXATION MAP

OF TRACT 324 AND A PORTION OF TRACT 321, HAYDEN LAKE IRRIGATED TRACTS, LOCATED IN SE¹/₄, NW¹/₄ OF SEC. 27, T. 51 N., R. 4 W., B.M., KOOTENAI COUNTY, IDAHO
CITY OF COEUR D'ALENE ORD. NO. 3536

PRAIRIE AVENUE



REFERENCES
 -AMENDED PLAT OF HAYDEN LAKE IRRIGATED TRACTS, BOOK C, PAGES 66 & 67
 -RECORD OF SURVEY, BOOK 11, PAGE 285

BASIS OF BEARING
 S 1°11'11" W ALONG THE WEST LINE OF SEC 27, CITY OF COEUR D'ALENE MAD93 DATUM.



SCALE: 1"=100'		ANNEXATION MAP	
DATE: 4/28/16	27-5-1N4W	L145	DRAWN BY: DWJ
FRAME & SMETANA, PA Consulting Engineers 603 North 4th Street, Coeur d'Alene, Idaho, 83814 Ph: (208) 964-2121 Fax: (208) 765-5502 Email: smetana@coeurdalenecomm.com		SHEET 1 OF 1	