

**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.**

**JULY 5, 2016**

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

**B. INVOCATION:** Pastor Paul Van Noy with Candlelight Church

**C. PLEDGE OF ALLEGIANCE**

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

**E. PRESENTATIONS**

**1. WWII LOCAL HISTORY**

Presented by: Jim Shepperd, Local VFW Post #889

**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.

1. Approval of Council Minutes for the June 21, 2016 Council Meeting.
2. Approval of Bills as Submitted.
3. Approval of the Public Works Committee Minutes for the June 27, 2016 Meeting.
4. Setting of General Services and Public Works Committees meetings for July 11, 2016 at 12:00 noon and 4:00 p.m. respectively.

5. Setting of a Public Hearing on July 19, 2016 for V-16-4 – Vacation of the Davis Avenue Condominiums Plat (Book K of Plats, Page 165).

**As Recommended by the Public Works Committee**

6. Approval of a Cemetery Lot Repurchase from Caren Devey; Lot 326, Block J, Section Riverview, Forest Cemetery Annex.

**As Recommended by the City Clerk**

7. Approval of a Cemetery Lot Transfer from Stanley Kojac to Katie Loper; Lots 18A, 18B, and 18C, Block 38, Section G, Forest Cemetery

**As Recommended by the City Clerk**

**8. Resolution No. 16-034**

- a. Approval of Agreements with Chris Bates and Brett Walton through the separation incentive program.

**As Recommended by the Public Works Committee**

- b. Approval of amendments to Rule XXI, Drug Policy

**As Recommended by the Public Works Committee**

- c. Approval of a Letter of Agreement with Maxwell Evans d/b/a Cycle Cab CDA for Commercial Use of the City Streets and Trails for Recreational Transit.

**As Recommended by the Public Works Committee**

- d. Approval of an Agreement with Lake City Center for a Public Service Grant to be Used for the Meals on Wheels Program through the Community Development Block Grant (CDBG) Program.

**As Recommended by the Public Works Committee**

- e. Approval of 2-hour only parking along Fort Ground Drive.

**As Recommended by the City Attorney**

**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

**I. PUBLIC WORKS:**

1. Approval of the installation of a fenced off-leash Dog Park at Phippeny Park  
**Staff Report by: Sam LaPresta, Parks Superintendent**

**J. OTHER BUSINESS:**

- 1. Council Bill No. 16-1013 – ZC-1-16 - GT, LLC. ; 3045 N. Fruitland Lane, zone change from MH-8 (mobile home at 8 units/acre) to R-12 (residential at 12 units/acre)**

**Pursuant to Council Action: May 17, 2016**

**K. RECESS:** *To July 13, 2016 at 8:00 a.m. in the City Hall Council Chambers for public hearings regarding proposed amendments to the Urban Renewal Project Plans for the Lake and River Districts; and a workshop regarding the Fiscal Year 2016/2017 Budget and Impact Fee Development Plan.*

*This meeting is aired live on CDA TV Cable Channel 19*



# Coeur d'Alene

## CITY COUNCIL MEETING

*July 5, 2016*

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**MEMBERS OF THE CITY COUNCIL:**

**Steve Widmyer, Mayor**

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

# 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

June 21, 2016

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room June 21, 2016 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

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

Councilmember Woody McEvers was absent.

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

**PLEDGE OF ALLEGIANCE:** Councilmember Gookin led the pledge of allegiance.

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

1. Approval of Council Minutes for the June 7, 2016 Council Meeting.
2. Approval of Bills as Submitted.
3. Approval of the General Services Committee Minutes for the June 13, 2016 Meeting.
4. Setting of General Services and Public Works Committees meetings for June 27, 2016 at 12:00 noon and 4:00 p.m. respectively.
5. Setting of Public Hearing to be held on July 19, 2016 for A-2-a6: Annexation of a portion of city owned land on Blackwell Island and zoning from County RR to City C-17.
6. Approval of a Cemetery Lot Transfer from Ester Webb to Daniel James Webb; Lot 230, Block C Riverview Forest Cemetery Annex.
7. Approval of a Beer and Wine License; Sweet Lou's, 601 E. Front Avenue, #101; Foust Restaurants, Inc. (new).
8. Approval of Fireworks stands for the 2016 Season, TNT Fireworks, Eric Campbell, Thunder Fireworks, and Big Boom Fireworks to be located at Albertson (220 Ironwood); Fred Meyer (560 Kathleen); Safeway (1002 N. 4<sup>th</sup>); Skate Plaza (5685 Pioneer); Super 1 Food (305 Kathleen); Silver Lake Mall (200 W. Hanley); Walgreens (225 W. Appleway); Ramsey 7 Appleway; Runges Furniture (303 Spokane Avenue); and Corner of Ramsey and Prairie.
9. **Resolution No. 16-030 - A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE BELOW-DESCRIBED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE,**

SPECIFICALLY: AN AGREEMENT WITH GE WATER & PROCESS TECHNOLOGIES, INC., FOR THE SOLE-SOURCE PROCUREMENT OF TERTIARY MEMBRANE FILTRATION EQUIPMENT; APPROVAL OF FINAL PLAT, SUBDIVISION AGREEMENT AND SECURITY FOR COEUR D'ALENE PLACE 26<sup>TH</sup> ADDITION (S-3-12); A LEASE WITH THE CHAMBER OF COMMERCE FOR USE OF CITY OWNED PARKING LOTS FOR THE 4<sup>TH</sup> OF JULY; AN ADDENDUM TO THE AGREEMENT WITH SYRINGA PROPERTY MANAGEMENT SERVICES FOR 106 HOMESTEAD AVENUE; DECLARATION OF SURPLUS PATROL, INVESTIGATIONS, AND RANGE VEHICLES; AND AN INTERLOCAL AGREEMENT WITH KOOTENAI COUNTY REGARDING THE 2016 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD.

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

**PUBLIC COMMENTS:**

Steve Wilson, CEO of the Coeur d'Alene Chamber of Commerce, thanked the council for entering into a partnership with the Chamber for parking the 4<sup>th</sup> of July events, and for the great partnerships on a number of other events and activities. He is looking forward to a great event this weekend (half Ironman).

Mayor Widmyer asked Mr. Wilson how the half Ironman compares with the full Ironman in regard to participants. Mr. Wilson responded that the number of participants for the half Ironman is about double that of the full Ironman and that the half Ironman seems to be incredibly popular with racers around the country. The full Ironman is the third week of August this year, and will move to the 4<sup>th</sup> week of August for the next four years after that.

**MAYOR AND COUNCIL COMMENTS:**

Councilmember English asked about the line item for Community Canopy on the financial statements that were provided to council in their packet. Mr. Tymesen said that it is a line item for the Urban Forester and noted that the city collects funds from developers and uses the money to plant trees, and for pruning as they do the overlay programs, etc.

Councilmember Miller noted that she is heading down to the Association of Idaho Cities conference for the next couple of days. They are offering a couple of great programs on public works, city planning and contracting, and she is looking forward to bringing back information to share with staff.

Mayor Widmyer welcomed new Deputy City Administrator, Sam Taylor.

## RESOLUTION NO. 16-031

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE BID OF GINNO CONSTRUCTION CO., FOR THE COEUR D'ALENE FIRE STORAGE BUILDING, THE COEUR D'ALENE POLICE OFFICE/STORAGE BUILDING, AND THE COEUR D'ALENE POLICE CARPORT.

**STAFF REPORT:** Deputy Fire Chief Jim Washko presented a request for council to accept the bid from Ginno Construction to construct the fire storage building, the Coeur d'Alene Police Office/Storage building, and the Coeur d'Alene Police carport, and approve the use of Police Department Impact Fees to build out the Police Department office space. Mr. Washko said that the General Obligation Bond approved plan for the storage facility originated from a need to house Fire Department equipment that is stored outside 12 months of the year, which destroys paint, tires and interior. The plan was then enhanced to create 2,400 square feet of office space in the pole building for the PD. Modifications to the plans, in order to save costs, have included splitting the building to reduce the square footage per building, thus lessening the costs in regards to fire code items. This modification created two buildings, a storage building for Fire and an office/storage building for Police. The PD carport was also in the GO Bond Project list. With all of the projects being in the same vicinity it made sense to consider bidding the multiple plans as one project which allowed for a lower combined cost and one general contractor. Mr. Washko noted that Ginno Construction was the lowest bidder at a cost of \$848,000 for all three structures and that they went with a single bid for all three projects because they felt they could get a better price having one contractor for the whole project. \$810,000 was included in the General Obligation Bond, and the total project cost is anticipated to be \$912,000, which includes office space for the PD, A&E fees, electrical service installation, and improvements to the parking area at the PD. The funding source for the \$102,000 needed to complete the projects is Police Department Impact Fees.

Councilmember Gookin asked what equipment is being stored outside. Deputy Chief Washko said a mass casualty rig, a big storage van, a rescue vehicle, flat bed trailer, and three trailers (two for canine rescue and one for the technical rescue team). They have about half a million dollars of equipment in the vehicles. Having one storage location will allow them to push the trailers into the facility with a tow vehicle in front of them. Everything in the building will be organized and ready for deployment. The building also provides space for the ladder truck when they get the new one. They will also keep the old ladder truck. Also, if the fire boat has to come out of the boathouse during the winter, it will give them a place to put it. Deputy Chief Washko commented that they will have nine bays, and will probably fill up every bay.

Councilmember Gookin commented that the modifications to the plans in order to save costs, including splitting the building, don't seem to have saved costs. Deputy Chief Washko said that because of the size of the building, they were going to have to put in sprinklers or have to do a two-hour fire wall. In order to eliminate that requirement, they were able to split the building 20 feet – which reduces the square footage to below the requirement for fire sprinklers and allows them to get rid of the fire wall requirement, which saved quite a bit of money.



Councilmember Gookin asked if the final price includes items like cabinetry and furnishings. Deputy Chief Washko said that it does not include furnishings, and there is no cabinetry other than in the bathrooms, which are all ADA compliant. The storage facility will be vinyl wrapped with insulation that has a fire rating, and manual doors. The PD office area will have drywall, and will also include carpeting. He also noted that part of the cost is asphalt on the east side of the building which will allow for 19 more parking spaces for law enforcement and includes the carport which covers 14 cars and allows the PD to have electrical service which maintains the computer equipment in the cars.

Mayor Widmyer asked Captain Childers about the space challenges at the existing PD building, and who would be transferred to the new building. Captain Childers said that the building will add an additional 2,400 square feet, and they will be moving their equipment logistics person, the 3-member IT division, the code enforcement officers, and one of their volunteer units.

Councilmember Edinger asked when they expect to move into the building. Deputy Chief Washko said that it will probably be a 90 to 120 day build. One of the things they did to reduce costs is have all the engineering on the building incorporated into the bid with the general contractor. Because of that, there will be a 30 day delay in getting permits for the two structures themselves, but they have the permits for the carports now. Ginno Construction will provide the engineering drawings and Deputy Chief Washko hopes that they will be provided to the Building Department within the next 5 to 7 days to get them through the permit process.

**MOTION:** Motion by Edinger, seconded by English, to approve Resolution No. 16-031, approving a Contract with Ginno Construction for the Fire and Police Storage, Storage Office Building and Carport project.

**DISCUSSION:** Councilmember Gookin commented that he would not be voting in favor because it is over budget. He noted that a lot of work has been done on it, and council is only seeing it now.

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

#### **RESOLUTION NO. 16-032**

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING AND APPROVING AMENDMENT 1 TO THE ANNEXATION AGREEMENT BETWEEN THE CITY OF COEUR D'ALENE AND VISTA MEADOWS, LLC.

**STAFF REPORT:** City Attorney Mike Gridley said that the City approved an Annexation Agreement with Vista Meadows, LLC on May 3, 2016 that called for payment of annexation fees of \$79,500. The owner has paid \$22,500 and has requested that the remaining \$57,000 be paid prior to the recording of the plat for the Second Phase of the PUD. The City will receive the balance of the annexation fees owed contemporaneously with the development of the property.

Mr. Gridley noted that the City has phased the payment of annexation fees for other developments over the years. Payment is ensured because no plat or building permits will be approved for the Second Phase until the balance of the money is received by the City.

Mr. Gridley commented that the key is to have the annexation fees tracked and to have a trigger to make sure that the fees are paid.

**MOTION:** Motion by Evans, seconded by English, to approve Resolution No. 16-032, approving Amendment 1 to the Annexation Agreement with Vista Meadows.

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

**(LEGISLATIVE) CONSIDERATION OF FINANCE DEPARTMENT FEES RELATED TO INCREASES TO THE COMMERCIAL GARBAGE COLLECTION RATES, EXTRA PICK UP RATES, TEMPORARY SERVICE AND CONTAINER RENTAL FEES, AND CLEANING AND SANITIZING RATES. ONE NEW FEE FOR AN EXTRA 64 GALLON RECYCLE BIN AT \$5.25/MONTH. THE SETTING OF A NEW FEE FOR A PORTABLE TOILET PERMIT AT A RATE OF \$50.00 PER PERMIT.**

**STAFF REPORT:** Troy Tymesen noted that the City is required to hold a public hearing for proposed fee increase that exceeds 5%. The Finance Department oversees the billing of the garbage services for the City of Coeur d'Alene. The City Council approved an agreement with Northern State PAK; LLC d/b/a Coeur d'Alene Garbage Service (CDA Garbage) at its April 19, 2016 meeting. Staff noted that the residential rates would remain the same; however, some of the commercial garbage rates would increase. Increases include general commercial garbage rates, extra pick up rates, temporary service and container rental fees, and cleaning and sanitizing rates. One new fee for an extra 64 gallon recycle bin at \$5.25/month.

The Planning Department also brought forward a request to create a \$50/year fee for a portable toilet permit to the City council on May 17, 2016, which was approved. The new fee would cover the cost of review and issuance of such a permit. The permits will be handled through the Municipal Services Department with review by the Planning Department.

Mr. Tymesen noted that none of the fee changes affect residential customers unless they want a second recycling bin. A number of the fees exist but are seldom used. The City of Coeur d'Alene has 110 different line items for garbage service choices, and he is proposing to modify 27 of them. Of those 27 items, eleven are for cleaning and sanitizing containers, which they do not do a lot of during the year.

Mr. Tymesen commented that the change to the new garbage hauler has significantly lowered the overall cost to the city, primarily in residential services, with a 27% decrease. The proposal is to bring the Sanitation Fund back to break-even status, and then work towards recycling glass. Mr. Tymesen noted that he is meeting with Kootenai Environment Alliance this week and will continue to look for reuse and recycling opportunities.

Councilmember English asked about the cleaning and sanitizing line items. Mr. Tymesen clarified that if a customer wants to have their bin cleaned and sanitized, the garbage hauler will come and get it, clean it, and bring it back to the customer. The cleaning and sanitizing charges are specifically for the larger containers. Mr. Tymesen noted that all of the containers going out on the new contract are brand new.

Councilmember Evans said that when the City entered into the garbage hauling contract a couple of months ago, the understanding was that residential rates would not increase, but she feels that with the extra recycle bin fee of \$5.25, the fees are increasing. Mr. Tymesen explained that the extra recycle bin fee was not on the books and that the previous hauler was doing that at no cost.

Councilmember Gookin asked what is the justification for the difference between what CDA Garbage is charging and what the city is charging. Mr. Tymesen said that the difference includes overhead, customer service, etc. Councilmember Gookin commented that the fees tend to be inconsistent and it looks like they are arbitrary, and asked if there was math that justifies the difference between the CDA Garbage fees and what the city charges. Mr. Tymesen said that the real driver of the math would be the volume. Many of the line items do not have any volume behind them, so there is not any real revenue, but they don't want to have a fee that they subsidize should the customer choose to use it.

Councilmember Evans asked how many residents ask for an extra recycle bin? Mr. Tymesen said they will know better after they get through the routes to see what number are out there. He doesn't think there are very many – probably not more than 50, but he is estimating that figure because they didn't keep track of it.

Councilmember Edinger commented that in the new contract the City is supposed to save money so he wonders why it is necessary then to raise the fees for commercial? Mr. Tymesen commented that they do not want to subsidize the fund any more than they already have, and thus they want every line item to break even, or better. He doesn't believe that a residential customer that is paying for their service should be subsidizing a commercial customer.

Councilmember Edinger asked if they are anticipating any other increases in the commercial or residential rates in the near future. Mr. Tymesen said that they have built in increases going forward that they will look at. There are a couple of variables in the contract in regard to fuel and labor prices that they will look at. Once they know what they can do with glass, they will have a good idea of what the enterprise fund will cost.

Mayor Widmyer noted that of the couple hundred thousand dollar piece of the City's garbage bills, the requested fee increases are just a miniscule part of that piece, and commented that it is just a matter of going through the costs and making sure that what we are charging the customer is not less than what CDA Garbage is charging us.

Councilmember Miller said that it almost feels like we are subsidizing our glass recycling piece by increasing the commercial rates. She asked how much money the fee increases represent. Mr. Tymesen said that there is no volume in the 27 line items that will create any real revenue to help offset glass recycling.

Councilmember Miller asked about the porta potty permit line item being lumped in with the garbage rate increase. Mr. Tymesen explained that the timing was good in regard to having a public hearing and they included additional requested fee increases. He confirmed that the porta potty permit fee is not a part of the garbage rate fee increases.

Councilmember Edinger asked what happens if the fee increases don't pass tonight. Mr. Tymesen said that the City of Coeur d'Alene will be subsidizing the fees for customers that ask for those services.

Councilmember Evans said that she is still uncomfortable adding the extra recycling bin fee and noted that it is a significant monthly charge. Mr. Tymesen explained that this was not a service that the City was charging for as the old hauler was providing it at no cost. The new garbage hauler said that they would charge for the service.

Councilmember Gookin suggested that council could go ahead and approve the fee increases except for the extra recycle bin charge, but the city would have to cover for that cost.

Councilmember English said that he thinks they are talking about the concept of user fees, and he supports that. If he were a commercial customer, he would expect that. He thinks the charge for the extra recycling bin is very appropriate, and noted that if a customer wants to go beyond the baseline of one container, he thinks it is reasonable that they pay for the second one.

**PUBLIC COMMENT:** Mayor Widmyer called for public comment, with none being received.

Public comment was closed.

### **RESOLUTION NO. 16-033**

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ESTABLISHING AND AMENDING CERTAIN CITY FEES.

**MOTION:** Motion by Gookin, seconded by Miller, to approve Resolution No. 16-033 approving Finance Department fees related to Commercial Garbage Collection rates, extra pick up rates, temporary service and container rental fees, and cleaning and sanitizing rates and a new fee for an extra 64 gallon recycle bin at \$5.25/month, as well as a new fee for a portable toilet permit at a rate of \$50.00 per permit.

**DISCUSSION:** Councilmember Gookin offered to modify his motion to remove the fee for the extra recycle bin. Councilmember Evans said that she had just wanted a full explanation so that council could explain it to the residential customers, if asked.

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

**MOTION:** Motion by Gookin, seconded by English, to enter into Executive Session as provided by 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.

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

The City Council entered into Executive Session at 6:55 p.m. Those present were the Mayor, City Council, City Administrator, Finance Director, Deputy City Administrator, and City Attorney. Council returned to regular session at 7:10 p.m.

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

The meeting adjourned at 7:10 p.m.

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Steve Widmyer, Mayor

ATTEST:

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Amy C. Ferguson, Deputy City Clerk

**PUBLIC WORKS COMMITTEE  
MINUTES  
June 27, 2016  
4:00 p.m., Library Community Room**

**COMMITTEE MEMBERS PRESENT**

Councilmember Woody McEvers  
Councilmember Dan Gookin  
Councilmember Dan English

**STAFF PRESENT**

Dennis Grant, Eng. Proj. Mgr.  
Melissa Tosi, HR Director  
Renata McLeod, Muni.Svcs. Dir.  
Sam LaPresta, Parks Superintendent  
Amy Ferguson, Executive Asst.  
Jim Hammond, City Administrator  
Gordon Dobler, Eng. Svcs. Dir.  
Sam Taylor, Dep. City Administrator  
Chris Bates, Eng. Proj. Mgr.  
Randy Adams, Dep. City Attorney

**Item 1            V-16-4 – Vacation of the Davis Avenue Condominiums Plat (Book K of Plats,  
Page 165)  
Consent Calendar**

Dennis Grant, Engineering Project Manager, presented a request on behalf of the applicant, David Graser, for the vacation of the Davis Avenue Condominiums Plat (Book K of Plats, Page 165). The location is at 1520 and 1522 Davis Avenue.

Mr. Grant stated in his staff report that the Davis Avenue Condominiums plat was recorded in 2008 as a part of Lot 5, Block 3, of the Shanrachelle Terrace plat, which was recorded in 1976. There is no financial impact to the City and no additional tax revenue would be generated by this vacation. The purpose of the request is to provide for a simpler form of ownership, bringing it back to a duplex state.

Councilmember Gookin asked if the vacation would erase the property lines inside the plat. Mr. Grant confirmed that it would take away the common space and will go back to being a regular duplex lot. Mr. Grant also confirmed that the applicant will pay a \$500.00 fee for the vacation.

**MOTION: Motion by Gookin, seconded by English, to recommend council authorize staff to proceed with the vacation as outlined in Idaho Code Section 50-1306, and to set a public hearing on July 19, 2016. Motion carried.**

**Item 2            Voluntary Separation Incentive  
Consent Calendar**

Melissa Tosi, Human Resources Director, presented a request for council approval of voluntary separation incentive agreements for two of the most immediate employee separations.

Ms. Tosi stated in her staff report that in May, 2016 council approved the Voluntary Separation Incentive Program (VSIP) allowing departments an opportunity to strategically plan their future resources while realizing financial savings. In the past, the use of the VSIP has been an effective tool for the city. Approved separation incentives have resulted in significant labor cost reductions. In addition to reducing

labor costs, these resulting vacancies enable the city to reexamine existing organizational structures and plan for future succession development. The two employee voluntary separation incentive agreements are being brought forward at this time based on their July 2016 separation dates.

Ms. Tosi noted that 22 employees that have completed an “Intent to Participate” form. The employees would be separating from city employment anytime from July through December of next year. Ms. Tosi also confirmed that both of the employees submitted for approval today have met all of the criteria of the separation incentive. The main part of the separation is a 1% payout times the employee’s years of service. Ms. Tosi commented that she is working with the other employees who have submitted notices of intent and will probably be bringing forward another couple of batches for council approval.

**MOTION: Motion by English, seconded by Gookin, to recommend council approval of Resolution 16-034 approving the voluntary separation incentive agreements for Chris Bates and Brett Walton. Motion carried.**

### **Item 3 Personnel Rule Amendment Consent Calendar**

Melissa Tosi, Human Resources Director, presented a request for council approval of amendments to Rule XXI, Drug Policy.

Ms. Tosi stated in her staff report that in 1995 the City established a policy for drug and alcohol testing. Since the policy was approved, drug testing in the public sector has run into a number of legal issues specific to pre-employment testing. The federal government has ruled that mandated drug testing in the public sector is a violation under the 4<sup>th</sup> Amendment. Therefore as a public employer, the City is only legally allowed to drug test positions that require a CDL (Commercial Drivers License) or all safety sensitive positions. Additionally, the language in the policy that refers to the levels of BAC (Blood Alcohol Content) has been removed. The amended policy states that employees will not be permitted to work with a detectable level of alcohol or prohibited substance in their system (drug free, alcohol free workplace). Furthermore, Benzodiazepine has been added to the list of tested substances due to the accessibility to these drugs on the City ambulances. General housekeeping changes are also reflected in the amended policy to bring the policy up to date and to reflect current practices. The proposed amendments to the drug policy have been discussed with the three employee groups and posted for all employees to review.

**MOTION: Motion by Gookin, seconded by English, to recommend council approval of Resolution 16-034 approving amendments to Rule XXI, Drug Policy.**

### **Item 4 Request to Approve a Letter of Agreement with Maxwell Evans d/b/a Cycle Cab CDA for Commercial Use of the City Streets and Trails for Recreational Transit Consent Calendar**

Renata McLeod, Municipal Services Director/City Clerk, presented a request for council approval of a Letter of Agreement with Maxwell Evans d/b/a Cycle Cab CDA for commercial use of the city streets and trails for recreational transit.

Ms. McLeod stated in her staff report that in 2014 the City approved a similar request to operate a non-motorized vehicle within the city limits through a Letter of Agreement. To stay consistent with the processing of recreational transit requests upon city streets that may impede traffic, staff is recommending

approval of the request for pedi-cab services via a Letter of Agreement. The applicant, Maxwell Evans, noted that he has been in contact with the Parks & Recreation Commission, the Pedestrian and Bicycle Advisory Committee, as well as the Parks and Recreation Director, and they were all in support of the use of the trail, since the pedi-cab is non-motorized. Additionally, each City department was contacted to see if there were any concerns or requests for conditions. The Police Department responded, noting that the past pedi-cab business did not create a traffic problem. Additionally, other recreational transportation uses, such as the Socially Geared Cycle Pub and the horse drawn carriages, are in operation, have been widely accepted, and have not impeded traffic.

Ms. McLeod noted that the applicant wants to start his business as soon as possible and his business plan is to have two human-powered cycle cabs in the downtown area and through some of the trail areas up through Riverstone and back, operating four days a week in the evenings. The cyclists would work for tips, similar to some of the other uses that the city has seen over the years. Ms. McLeod commented that the code is very specific that council consent for this activity is needed.

Councilmember Gookin asked if this would be an exclusive agreement. Ms. McLeod said that the code does not speak to any exclusivity and council would have to consider if another request came through. She noted that council has the authority to determine density of use and approve the route. She also confirmed that this is a one year agreement and the applicant would have to come back annually and request reauthorization.

**MOTION: Motion by English, seconded by Gookin, to recommend council approval of Resolution 16-034 approving a letter of agreement with Maxwell Evans d/b/a Cycle Cab CDA for commercial use of the city streets and trails for recreational transit. Motion carried.**

**Item 5            Approval of Agreement with Lake City Center for a Public Service Grant to be Used for the Meals on Wheels Program through the Community Development Block Grant (CDBG) Program**

**Consent Calendar**

Renata McLeod, Municipal Services Director/City Clerk, presented a request for council approval of a Subrecipient Agreement with the Lake City Center in the amount of \$3,000 for the Meals on Wheels Program.

Ms. McLeod stated in her staff report that on April 5, 2016 the City held a public hearing at which time the City Council approved the Annual Action Plan budget and allocations for CDBG Plan Year 2016. As approved, the program year 2016 budget included an allocation to the Lake City Center to help pay for the Meals on Wheels program. They would have to provide an invoice of the amount spent and some kind of demographic reporting. Ms. McLeod commented that the agreement is for a period of one year from the date that the agreement is authorized.

Councilmember Gookin asked what can be done to make the process more transparent? Ms. McLeod said that each year they advertise a workshop with the community to provide them with information. They don't often have much participation in the workshop. The grant opportunity is also advertised on the city's website, Panhandle Area Council's website, the CDA TV channel, and an advertisement is placed in the Coeur d'Alene Press in the legal section. They also have a list of about 90 non-profit organizations that they send the notice to. In regard to the CDBG funds, there are administrative costs that are taken off the top, and then some money is set aside for sidewalk repairs and emergency minor home repair, and then they look at whatever is left over from the federal allocation and determine if there is enough to go out for a competitive grant. In regard to the Senior Center, they have tried to compete for



the competitive grants for at least 3 years unsuccessfully and it was staff's recommendation this year to allocate that amount to the Senior Center rather than having them go through the competitive process.

Ms. McLeod said that they are hoping to have about \$80,000 for grants in 2017 and anyone interested can always call for information about whether their program meets the requirements.

**MOTION: Motion by Gookin , seconded by English, to recommend council approval of Resolution 16-034 authorizing a Subrecipient Agreement with the Lake City Center in the amount of \$3,000 for the Meals on Wheels Program. Motion carried.**

**Item 6            Phippeny Dog Park**  
**Agenda Item**

Sam LaPresta, Parks Superintendent, presented a request for council approval of the installation of a fenced off-leash Dog Park at Phippeny Park.

Mr. LaPresta stated in his staff report that about five years ago the Council considered a dog park at Phippeny Park. At that time the City solicited the neighborhood's opinion and the neighborhood's consensus, of those present, was not to have a dog park constructed. Recently, the Parks Department received a request from Linda Nelson to reconsider having a dog park at Phippeny Park. The cost to install 130 feet by 40 feet of fencing at the south end of the park is \$29,883. An asphalt path would also need to be installed to connect the bull pen to an existing sidewalk on the east side, at a cost of \$200, bringing the total cost of installation to \$30,083. Funding from the Ace Walden Trust could be utilized to cover the cost.

Mr. LaPresta said that there is approximately \$74,570 remaining in the Ace Walden Trust account. About 65 door hangers were hung in the neighborhood and they received 23 responses. Twenty of the 23 responses received were in favor of the dog park. At the Parks & Recreation Commission meeting, there were an additional 6 people that commented – three in favor and three against. An additional email was received from a citizen who was also against the dog park. Mr. LaPresta noted that the Parks & Recreation Commission recommended that this item be brought forward to the council for approval.

Councilmember Gookin said that he would recommend bringing this item forward to the full council without a recommendation. He asked Mr. LaPresta to also have a transcript from the Parks & Recreation Commission meeting prepared so that they can read it in their packet. Councilmember English commented that he is concerned about who responded and whether they were the ones who received the door hangers. He would like to know geographically what the radius area is of people who will be impacted.

**MOTION: Motion by Gookin, seconded by English, to bring this item forward to the full council without a recommendation. Motion carried.**

Respectfully submitted by:

Amy C. Ferguson  
Executive Assistant  
Public Works Committee Liaison

# **PUBLIC WORKS COMMITTEE**

## **STAFF REPORT**

**DATE:** June 27, 2016  
**FROM:** Dennis J. Grant, Engineering Project Manager  
**SUBJECT:** **V-16-4, Vacation of the Davis Avenue Condominiums plat  
(Book K of Plats, Page 165)**

---

### **DECISION POINT**

The applicant, David Graser, is requesting the vacation of the Davis Avenue Condominiums plat (Book K of Plats, Page 165). The location is at 1520 & 1522 Davis Avenue.

### **HISTORY**

The Davis Avenue Condominiums plat was recorded in 2008 as a part of Lot 5, Block 3, of the Shanrachelle Terrace plat, which was recorded in 1976.

### **FINANCIAL ANALYSIS**

There is no financial impact to the City. No additional tax revenue would be generated by this vacation.

### **PERFORMANCE ANALYSIS**

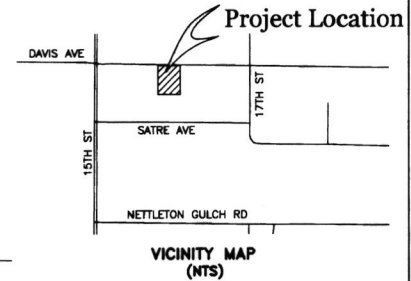
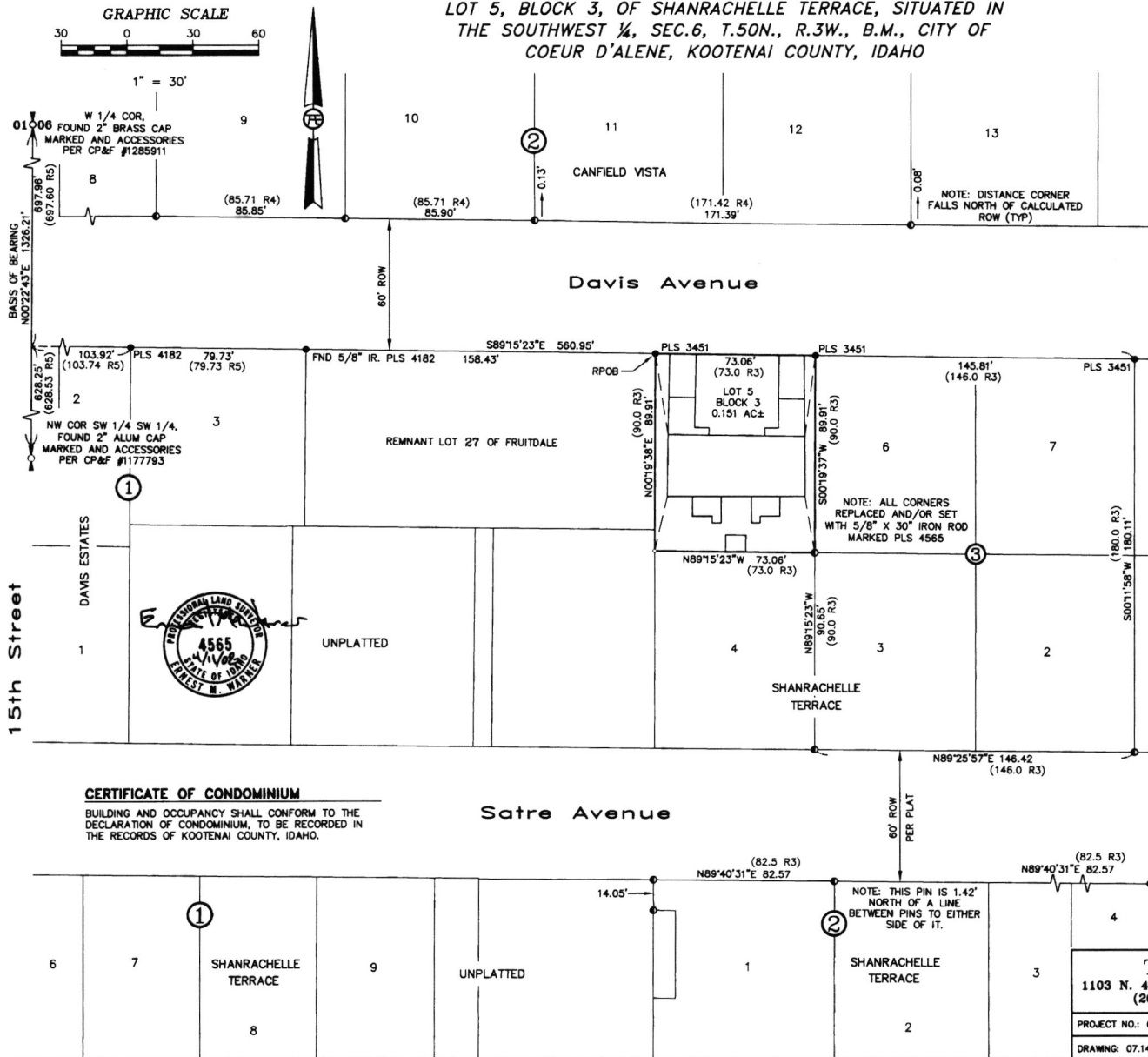
The purpose of this request is to provide for a simpler form of ownership.

### **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 July 19, 2016.

# DAVIS AVENUE CONDOMINIUMS

LOT 5, BLOCK 3, OF SHANRACHELLE TERRACE, SITUATED IN  
THE SOUTHWEST 1/4, SEC.6, T.50N., R.3W., B.M., CITY OF  
COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



- LEGEND**
- FOUND 1/2 INCH X 30 INCH LONG IRON ROD, NO CAP
  - FOUND 1/2 INCH IRON X 30 INCH LONG ROD MARKED AS SHOWN OR AS NOTED
  - CALCULATED POINT NOTHING FOUND

**BASIS OF BEARING**

BASIS OF BEARING ~ N00°22'43\"/>

- SURVEYS OF RECORD & PRIOR SURVEYS**
- 1) RECORD OF SURVEY TAX# 11556, BOOK 22, PAGE 47.
  - 2) RECORD OF SURVEY PART OF TRACTS 11 AND 12, BOOK 20, PAGE 122.
  - 3) PLAT OF SHANRACHELLE TERRACE, BOOK E, PAGE 223.
  - 4) PLAT OF CANFIELD VISTA, BOOK E, PAGE 141.
  - 5) PLAT OF DAVIS ESTATES, BOOK G, PAGE 109.

- NOTES**
- 1) AREAS AND ELEVATIONS SHOWN ARE BASED ON FIELD MEASUREMENTS AND BUILDING PLANS. EXACT VALUES MAY VARY FROM THE INFORMATION SHOWN. BASIS OF ELEVATIONS WEST 1/4. ELEVATION= 2220.35 PER KOOTENAI COUNTY GPS CONTROL, NGVD 29 DATUM.
  - 2) UNITS ARE SHOWN IN U.S. FEET.

- SHEET INDEX**
- |          |                  |
|----------|------------------|
| SHEET 1: | PLAT BOUNDARY    |
| SHEET 2: | CONDOMINIUM PLAN |
| SHEET 3: | SIGNATURE PAGE   |

**CERTIFICATE OF CONDOMINIUM**

BUILDING AND OCCUPANCY SHALL CONFORM TO THE DECLARATION OF CONDOMINIUM, TO BE RECORDED IN THE RECORDS OF KOOTENAI COUNTY, IDAHO.

**TATE ENGINEERING**

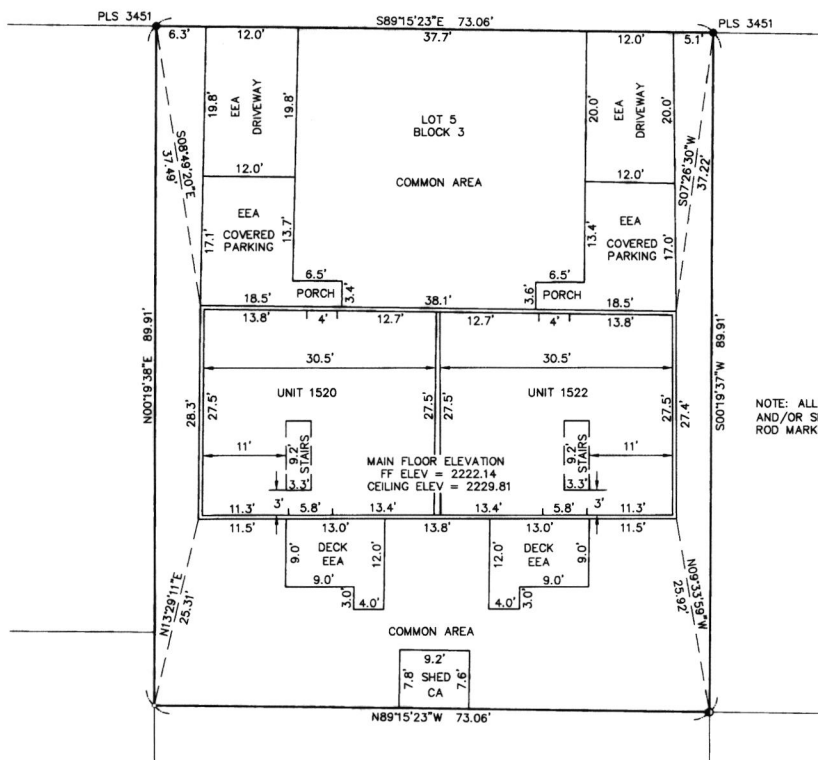
1103 N. 4TH STREET, COEUR D'ALENE, IDAHO, 83814  
(208) 676-8708 FAX: (208) 667-2129

PROJECT NO.: 07.141	DATE: 09/17/07	SCALE: 1"= 30'	PAGE 1 OF 3
DRAWING: 07.141P	CHECKED: EMW	DRAWN BY: DCH	

## DAVIS AVENUE CONDOMINIUMS

LOT 5, BLOCK 3, OF SHANRACHELLE TERRACE, SITUATED IN  
THE SOUTHWEST 1/4, SEC. 6, T. 50N., R. 3W., B.M., CITY OF  
COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

### MAIN LEVEL



NOTE: ALL CORNERS REPLACED  
AND/OR SET WITH 5/8" IRON  
ROD MARKED PLS 4565.

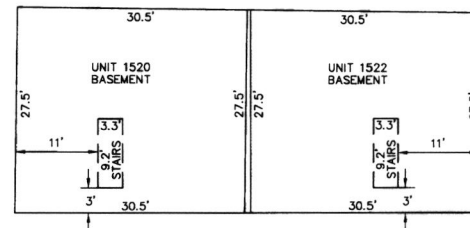


#### GRAPHIC SCALE



1" = 10'

### BASEMENT



BASEMENT ELEVATION  
FF ELEV = 2213.81  
CEILING ELEV = 2221.31

#### LEGEND

- FOUND 1/2 INCH X 30 INCH LONG IRON ROD, NO CAP
- FOUND 1/2 INCH IRON X 30 INCH LONG ROD MARKED AS SHOWN OR AS NOTED
- CALCULATED POINT NOTHING FOUND
- EEA EXCLUSIVE EASEMENT AREA
- CA COMMON AREA

#### NOTES

- 1) AREAS AND ELEVATIONS SHOWN ARE BASED ON FIELD MEASUREMENTS AND BUILDING PLANS. EXACT VALUES MAY VARY FROM THE INFORMATION SHOWN. BASIS OF ELEVATIONS WEST 1/4, ELEVATION= 2220.35 PER KOOTENAI COUNTY GPS CONTROL, NGVD 29 DATUM.
- 2) UNITS ARE SHOWN IN U.S. FEET.

#### SHEET INDEX

- SHEET 1: PLAT BOUNDARY  
SHEET 2: CONDOMINIUM PLAN  
SHEET 3: SIGNATURE PAGE



CONDO AREA			
DESCRIPTION	BASEMENT	MAIN FLOOR	EEA
UNIT 1520	782.6 SQ. FT.±	825.1 SQ. FT.±	593.3 SQ. FT.±
UNIT 1522	782.6 SQ. FT.±	825.1 SQ. FT.±	595.7 SQ. FT.±
COMMON AREA	3733.0 SQ. FT.±		

### TATE ENGINEERING

1103 N. 4TH STREET, COEUR D'ALENE, IDAHO, 83814  
(208) 676-8708 FAX: (208) 667-2129

PROJECT NO.: 07.141	DATE: 08/17/07	SCALE: 1" = 10'	
DRAWING: 07.141P	CHECKED: EMW	DRAWN BY: DCH	PAGE 2 OF 3

DAVIS AVENUE CONDOMINIUMS  
LOT 5, BLOCK 3, OF SHANRACHELLE TERRACE, SITUATED IN  
THE SOUTHWEST 1/4, SEC.6, T.50N., R.3W., B.M., CITY OF  
COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

**CERTIFICATE OF OWNERS**

KNOW ALL MEN BY THESE PRESENTS: That David E. Graser is the owner of the property hereinafter described and intend to include said property in said plot.

Lot 5, Block 3 of SHANRACHELLE TERRACE (Recorded in Book E of Plats at page 223, records of Kootenai County, Idaho,) situated in the Southwest 1/4 of Section 6, Township 50 North, Range 3 West, Boise Meridian, City of Coeur d'Alene Kootenai County, Idaho.

Comprising of 6,569 square feet, more or less, being subject to all existing easements and rights of way of record or appearing on said tract.

Water and sewer service will be provided by the City of Coeur d'Alene.

*David E. Graser*  
David E. Graser

**ACKNOWLEDGMENT**

State of Idaho }  
County of Kootenai } ss.

On this the 2nd day of April, 2008, before me, the undersigned, a Notary Public in and for the said State, personally appeared David E. Graser, known to me to be the person whose name is subscribed to the above instrument, and acknowledged to me that he executed the same.



*Stephanie D. Nelson*  
Notary Public for the State of Idaho  
Residing at Spokane, WA  
Commission Expires November 2, 2013

**COUNTY TREASURER**

I hereby certify that on this 10 day of April, 2008, the required taxes on the herein plotted land have been paid through 31 December, 2007.

*Jesse Paul* through Dec. 31, 2007  
*Jessie Shomo*  
County Deputy

*Don Taylor*  
Kootenai County Treasurer

**CITY OF COEUR D' ALENE**

This plot has been examined by the Coeur d'Alene City Council and is hereby approved for filing this 14th day of July, 2008. Approval and recording of this plot for Owner and/or Assignees does not guarantee availability of sewer treatment plant capacity, or of subsurface treatment. Sewer treatment plant capacity is filled on a first come, first serve basis based on the time of application for building permit, unless the City of Coeur d'Alene adopts a policy modifying the same.

*Scott Paul O'Hanlon* Mayor Pro Tem  
Mayor - City of Coeur d'Alene

*Kathleen Dennis* Deputy City Clerk  
Attest: Clerk - City of Coeur d'Alene

*Udo W. Atley*  
Engineer - City of Coeur d'Alene

**COUNTY RECORDER**

I hereby certify that this Plat of DAVIS AVENUE CONDOMINIUMS was filed for record in the office of the Recorder of Kootenai County, Idaho at the request of DAVID E. GRASER this 14th day of July, 2008 at 9:44 o'clock A.M., and duly recorded in Plat Book K at Pages 145B and 145B as instrument Number 2108202000 145B

*Don Taylor*  
Kootenai County Recorder  
Fee: \$11.00

**SURVEYOR'S CERTIFICATE**

I, Ernest M. Warner, do hereby certify that I am a Registered Professional Land Surveyor, licensed by the State of Idaho and that this plot of DAVIS AVENUE CONDOMINIUMS, as shown hereon, was prepared from an actual survey made on the ground under my supervision and accurately represents the points platted hereon, and is in conformity with the State of Idaho Code relating to plats and surveys.

*Ernest M. Warner*  
ERNEST M. WARNER, P.L.S. 4/1/08  
REG. NO. 4565

**HEALTH DISTRICT APPROVAL**

A Sanitary Restriction according to Idaho Code 50-1326 to 50-1329 is imposed on this Plat. No building, dwelling, or shelter shall be erected until Sanitary Restriction Requirements are satisfied and lifted.

This plat approved this 10th day of April, 2008.

*Jane Anderson*  
Pauwnee Health District

Sanitary Restriction satisfied and lifted this 10th day of April, 2008.

*Jane Anderson*  
Pauwnee Health District

**COUNTY SURVEYOR**

I hereby certify that on this 14th day of July, 2008 I have examined this Plat of Davis Avenue Condominiums and approved the same for filing.

*R. Bruce Adams*  
Kootenai County Surveyor

**TATE ENGINEERING**  
1103 N. 4TH STREET, COEUR D' ALENE, IDAHO, 83814  
(208) 676-8708 FAX: (208) 667-2129

PROJECT NO.: 07.141	DATE: 09/17/07	SCALE: N/A	PAGE 3 OF 3
DRAWING: 07.141P	CHECKED: EMW	DRAWN BY: DCH	

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kathy Lewis 06-20-16  
Department Name / Employee Name / Date

Request made by: Caren Devoy 208 620-0043  
Name / Phone  
1617 East Mullan Ave. Coocud' Alene, ID 83814  
Address / mail ck

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

Niche(s): \_\_\_\_\_  
Lot(s): 0326 \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_. Block: J 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:  
\_\_\_\_\_  
3. The purchase price of the Lot(s) when sold to the owner of record was \$ 1,050 per lot.  
[Signature] 6/23/16  
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: [Signature] 6/20/16  
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.

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kathy Lewis 6/7/16  
Department Name / Employee Name / Date  
Request made by: Stanley Kojac 406 285-3400  
Name / Phone  
13520 Crystal Mountain Rd. Three Forks, MT  
Address 59752

The request is for: / / Repurchase of Lot(s)  
 / Transfer of Lot(s) from Stanley Kojac to Katie Koper

Niche(s):  
Lot(s): 18A, 18B, 18C, Block: 38 Section: 9

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 (\$ 40.00 ) attached\*\*. pd by purchaser  
\*\*Request will not be processed without receipt of fee. Cashier Receipt No.: 6104 Stanley 11012429 stou

**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:  
Stanley Kojac
3. The purchase price of the Lot(s) when sold to the owner of record was \$ 500.00 per lot.

[Signature] 6/8/16  
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: [Signature] 6/17/16  
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: 7/5/16  
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.

RESOLUTION NO. 16-034

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 A VOLUNTARY SEPARATION INCENTIVE PROGRAM AGREEMENT WITH CHRIS BATES AND WITH BRETT WALTON; APPROVAL OF AMENDMENTS TO THE CITY'S PERSONNEL RULES - RULE XXI, DRUG POLICY; APPROVAL OF A LETTER OF AGREEMENT WITH MAXWELL EVANS D/B/A CYCLE CAB CDA FOR COMMERCIAL USE OF THE CITY STREETS AND TRAILS FOR RECREATIONAL TRANSIT IN 2016; APPROVAL OF AN AGREEMENT WITH LAKE CITY CENTER FOR A PUBLIC SERVICE GRANT TO BE USED FOR THE MEALS ON WHEELS PROGRAM THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM; AND APPROVAL OF 2-HOUR PARKING LIMITATION ON FORT GROUNDS DRIVE.

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(s) documents attached hereto as Exhibits "A through E" and by reference made a part hereof as summarized as follows:

- A) Approval of a Voluntary Separation Incentive Program agreement with Chris Bates and with Brett Walton;
- B) Approval of amendments to the City's Personnel Rules - Rule XXI, Drug Policy;
- C) Approval of a Letter of Agreement with Maxwell Evans d/b/a Cycle Cab CDA for commercial use of the city streets and trails for recreational transit in 2016;
- D) Approval of an agreement with Lake City Center for a Public Service Grant to be used for the Meals on Wheels Program through the Community Development Block Grant (CDBG) Program;
- E) Approval of 2-hour parking limitation on Fort Grounds Drive;

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 matter, as set forth in substantially the form attached hereto as Exhibits "A through E" 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 5<sup>th</sup> day of July, 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 \_\_\_\_\_.

**To: Public Works**

**From: Melissa Tosi; Human Resources Director**

**Re: Voluntary Separation Incentives**

**Date: June 27, 2016**

---

**Decision Point:** The City Council is requested to approve the Voluntary Separation Incentives for two of the most immediate employee separations.

**History:** In May 2016, Council approved the Voluntary Separation Incentive Program (VSIP) allowing departments an opportunity to strategically plan their future resources while realizing financial savings. The VSIP criteria approved is as follows:

- 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;
- 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.

In the past, the use of the VSIP has been an effective tool for the city. Approved separation incentives have resulted in significant labor cost reductions. In addition to reducing labor costs, these resulting vacancies enable the city to reexamine existing organizational structures and plan for future succession development.

**Financial Analysis:** The City received twenty-two (22) "Notice of Intent to Participate" forms. The following two employees are being brought for your consideration now based on their July 2016 separation dates:

1. Chris Bates, Project Manager: The Project Manager position will not be filled for at least the first year (will re-evaluate needs to fill the position after year one). Gordon Dobler, Engineering Services Director, plans to use Mr. Bates as a consultant to help with various engineering projects on an as needed basis.
  - Approximate year one savings = \$78,291.
  - Approximate year two savings (if position is re-filled) = \$22,672.
  - Approximate one year consultant services expense, not to exceed \$15,720.
  - 1% payout per VSIP = \$25,053.
  - Separation date of July 29, 2016.

2. Brett Walton, Police Sergeant: The vacancy will be filled by promoting a Police Officer to Sergeant and re-filling the Police Officer position with an entry-level officer.
  - Approximate savings the first year: \$24,627.
  - Approximate savings the second year: \$20,009.
  - 1% payout per VSIP = \$10,177.
  - Separation date of July 7, 2016.

**Performance Analysis:** The VSIP creates an opportunity for the employee to separate employment by providing financial assistance as well as creating the opportunity for the City for internal promotional opportunities, restructuring and personnel savings. There will be additional incentives brought forward to Council that create more savings once the details with the interested employees are worked out.

**Recommendation:** The City Council is requested to approve the above mentioned separation incentives.



**Date:** June 21, 2016  
**To:** Chris Bates; Engineering Project Manager  
**From:** Melissa Tosi; Human Resources Director  
**Re:** Separation Incentive

Your interest to participate in the current separation incentive has been accepted as you meet the required criteria. The following terms are agreed upon by the employee and the City of Coeur d'Alene. Please review the information below that pertains to your separation incentive.

- ✓ **Separation Date:** July 29, 2016
- ✓ **1% per year of service payout based on employees base annual wage:**
  - Current Hourly Wage =  $\$37.64 \times 2080 = \$78,291.20 \times 1\% = \$782.91 \times 32 \text{ years} = \$25,053.18$
- ✓ **75% of employees eligible total leave payout will be contributed to HRA/VEBA plan** (the below payout example is based on June 16<sup>th</sup> leave balances and is subject to change based on earnings and use through anticipated separation date of July 29, 2016):
  - Vacation: 119.75 hours
  - Sick: 240 hours (1/3 of accrued sick leave balance up to a maximum of 240 hours)  
 $359.75 \text{ hours} \times \$37.64 = \$13,540.99$

75% = \$10,155.74 to HRA/VEBA account  
 25% = \$3,385.25 taxable on final check
- ✓ **Employee (and spouse) agree to opt out of medical insurance coverage with the City of Coeur d'Alene.**

By signing below, I agree to and accept the conditions of the Voluntary Separation Incentive Program (VSIP). I understand that participating in the VSIP program is voluntary and subject to the approval of the City Administrator, Mayor and Council.

Employee Signature

June 21, 2016

Date



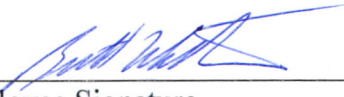
**Date:** June 21, 2016  
**To:** Brett Walton; Police Sergeant  
**From:** Melissa Tosi; Human Resources Director  
**Re:** Separation Incentive

Your interest to participate in the current separation incentive has been accepted as you meet the required criteria. The following terms are agreed upon by the employee and the City of Coeur d'Alene. Please review the information below that pertains to your separation incentive.

- ✓ **Separation Date:** July 7, 2016
- ✓ **1% per year of service payout based on employees base annual wage:**
  - Current Hourly Wage =  $\$37.64 \times 2080 = \$78,291.20 \times 1\% = \$782.91 \times 13 \text{ years} = \$10,177.86$
- ✓ **75% of employees eligible total leave payout will be contributed to HRA/VEBA plan** (the below payout example is based on June 16<sup>th</sup> leave balances and is subject to change based on earnings and use through anticipated separation date of July 7, 2016):
  - Vacation: 161.90 hours
  - Comp: 243.05 hours  
 $404.95 \text{ hours} \times \$38.11 = \$15,432.64$

75% = \$11,574.48 to HRA/VEBA account  
 25% = \$3858.16 taxable on final check
- ✓ **Employee (spouse and dependent) agree to opt out of medical insurance coverage with the City of Coeur d'Alene.**

By signing below, I agree to and accept the conditions of the Voluntary Separation Incentive Program (VSIP). I understand that participating in the VSIP program is voluntary and subject to the approval of the City Administrator, Mayor and Council.

  
 \_\_\_\_\_  
 Employee Signature

6/27/16  
 \_\_\_\_\_  
 Date

**To:** Public Works

**From:** Melissa Tosi; Human Resources Director

**Re:** Personnel Rule Amendment

**Date:** June 27, 2016

---

**Decision Point:** The City Council is requested to approve the amendments to Rule XXI, Drug Policy, amendments to the rule include the following:

- Update title of Rule XXI to Drug/Alcohol Policy;
- Delete language regarding drug testing all new employees, only CDL positions and safety sensitive positions are tested;
- Add unlawful use of prescription medication to Prohibited Behavior;
- Remove all the listed job titles/classifications that we test;
- Remove the voluntary random testing;
- Remove the alcohol language that references detectable blood alcohol content (BAC) levels;
- Add language that states employees will work alcohol and drug free, employees will not be permitted to work impaired or with a detectable BAC level;
- Add Benzodiazepine to the list of substances tested;
- Add language regarding Shared Responsibility and Communication and Training.

**History:** In 1995, the City established a policy for drug and alcohol testing. Since the policy was approved, drug testing in the public sector has run into a number of legal issues specific to pre-employment testing. The federal government has ruled that mandated drug testing in the public sector is a violation under the 4<sup>th</sup> Amendment. Therefore, as a public employer we are only legally allowed to drug test positions that require a CDL or all safety sensitive positions (totals approximately 225 current employees).

Additionally, the language in the policy that refers to the levels of BAC has been removed. The amended policy states that employees will not be permitted to work with a detectable level of alcohol or prohibited substance in their system. Furthermore, Benzodiazepine has been added to the list of tested substances due to the accessibility to these drugs on our ambulances.

General housekeeping changes are also reflected in the amended policy to bring the policy up-to-date and to reflect current practices. The proposed amendments to the drug policy have been discussed with the three employee groups and posted for all employees to review and thus far I have received no concerns.

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

**Performance Analysis:** Drug testing works best when implemented based on a clear, written policy that is shared with all employees, along with employee education about the dangers of alcohol and drug abuse, supervisor training on the signs and symptoms of alcohol and drug abuse, and an Employee Assistance Program (EAP) to provide help for employees who may have an alcohol or drug problem.

**Recommendation:** The City Council is requested to approve the amendments to Rule XXI, Drug Policy.



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## **RULE XXI: DRUG/ALCOHOL POLICY**

### **SECTION 1. Purpose**

The City of Coeur d'Alene (hereinafter the “City”) is committed to protecting the safety, health and well-being of all employees and members of the public its employees encounter in the course of performing their jobs. We recognize that alcohol abuse and drug use pose a significant threat to our goals. The City is committed to assuring a drug and alcohol-free program that balances our respect for individuals with the need to maintain an alcohol and drug-free environment.

### **SECTION 2. Drug and Alcohol Free Workplace**

Employees will work alcohol and drug free in order to perform their jobs in a safe and efficient manner. This policy is designed to prevent alcohol and prohibited drug use, and to encourage employees who need to seek help. Any employee who is found to be in violation of the Drug/Alcohol Free Workplace policy shall be subject to disciplinary action up to and including termination. In addition, the employee may be subject to criminal prosecution as determined by the prosecutor, should such violation be subject to police investigation. As a condition of employment with the City, all employees are required to abide by the terms of this policy.

### **SECTION 3. Prohibited Behavior**

- (a) It is the policy of the City that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance or prescription medication, both on and off the job, is prohibited on or in any property of the City.
- (b) Employees will not be permitted to work with a detectable level of alcohol or prohibited substance in their system, unless that substance is a medication currently prescribed by a licensed physician (or other appropriate healthcare professional) for specific treatment of the employee.
- (c) Employees will not perform any job functions where the use of doctor-prescribed medication may negatively affect their safety and/or the safety of others, or their job performance.
- (d) The City prohibits the adulterating or attempted adulteration of a urine specimen, or refusing to submit to an alcohol or controlled substances test required or requested pursuant to this policy.
- (e) Engaging in any of these prohibited acts may lead to disciplinary action up to and including termination.

### **SECTION 4. Notification of Convictions**

Any employee who is arrested, cited or convicted of any criminal alcohol or drug related statute or ordinance must notify their supervisor and the City Human Resources staff of the conviction in writing within five calendar days of the arrest, citation or conviction.

### **SECTION 5. Drug/Alcohol Testing**

- (a) To ensure the accuracy and fairness of our testing program, the City will test designated positions as provided by the regulations of the United States Department of Transportation (DOT), Controlled Substances and Alcohol Use and Testing, 49 CFR Part 382.
- (b) The City will test all new appointments and current employees of the City (to include employees transferred/promoted to other positions since a change of position constitutes a new appointment) who operate commercial vehicles and all “safety sensitive positions”. A “safety sensitive position” is



defined as one in which the duties that are performed as a regular part of the job could reasonably be expected to affect the health, safety, and security of citizens. "Safety sensitive positions" include those which require employees to:

- (1) Qualify and maintain qualification standards to carry firearms;
- (2) Perform emergency medical, lifesaving, and/or fire suppression activities;
- (3) Supervise other employees during the performance of critical functions (those which require employees to qualify to carry firearms, perform emergency medical, lifesaving and/or fire suppression activities);
- (4) Operate, maintain or inspect emergency vehicles, heavy equipment, or vehicles having a gross combined weight rating of 26,001 or more pounds and/or carrying lifesaving equipment used for emergency services;
- (5) Exercise custodial responsibility for illegal drugs or precursors;
- (6) Supervise minor children and/or to monitor and maintain parks, playgrounds, Libraries, or beach areas; and
- (7) Handle hazardous materials which, if mishandled, would place the general public at risk of serious injury.
- (8) Engage in some special and obvious physical or ethical demands which, if compromised, could have detrimental consequences upon public and co-worker safety or security.

## **SECTION 6. Testing Guidelines**

- (a) Confidentiality: All information received by the City through the drug and alcohol-free workplace program is confidential communication. All test results will be maintained by the Human Resources Office and access will be limited to the employee's supervisor or as otherwise required under DOT regulations. Test results will be made available to other parties only upon specific written consent of the individual tested and to those persons who may be directly involved in any disciplinary procedure, or upon court order.
- (b) The City will test for the following substances:
  1. Cannabinoids (Marijuana)
  2. Cocaine
  3. Opiates
  4. Amphetamine
  5. Phencyclidine (PCP)
  6. Benzodiazepines
  7. Ecstasy
  8. Alcohol
- (c) The City agrees to utilize an independent Substance Abuse and Mental Health Services Administration certified laboratory which conforms with the United States Department of Health and Human Services (USDHHS) certification guidelines to ensure test accuracy.

## **SECTION 7. Types of Testing**

- (a) Pre-employment Testing
  1. All new appointments who operate commercial vehicles and those in "safety sensitive positions" (to include employees transferred/promoted to other positions since a change of position constitutes a new appointment), shall take, and must pass, a drug and alcohol test as a condition of employment.
  2. All prospective CDL drivers must disclose to the City all previous employers for whom they have worked as a driver within the past two (2) years. The City will then request from those employers all information regarding any incidents where the prospective employee has tested positive for illegal drugs or alcohol, or refused to test. In the event that the City receives information from a past employer that the prospective employee has tested positive for drugs

or alcohol within the last ninety (90) days, that prospective employee will not be offered employment, or their conditional employment will be terminated, with the City.

- (b) Reasonable Suspicion Testing: The City shall require an employee to be tested for drugs or alcohol when there is reasonable suspicion to believe the employee has consumed drugs or alcohol while at work. When a supervisor has reasonable suspicion, either by personal observation or from reports from another employee or the public, to believe that an employee on duty has consumed drugs or alcohol when reporting for work or when acting within the scope and course of employment (must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee), the supervisor shall take appropriate measures to reduce any immediate safety risks and shall report the matter immediately (or as soon as practical) to his/her supervisor and the Human Resources staff. In the absence of a supervisor, an employee who has reasonable suspicion to believe another employee on duty has consumed drugs or alcohol is authorized to take such steps which appear necessary to reduce any immediate safety risks and such employee shall, as soon as possible, report the situation to a responsible supervisor and/or the Human Resources staff.
- (c) Random Testing: All CDL drivers and those in "safety sensitive positions" will be subject to unannounced random drug and alcohol testing. Random testing selections shall be made by a scientifically valid method that will result in each employee having an equal chance of being tested each time selections are made. Random testing for drugs and alcohol will take place just prior to, during, or just after an employee's duty time. The City is notified of the randomly selected employees on a monthly basis. The day and time the employee(s) is sent for testing is at the discretion of the Human Resources Staff.
- (d) Post-Accident Testing: All employees operating a city vehicle or a commercial vehicle requiring a CDL license who is involved in an accident while on duty for the City shall be tested for both drugs and alcohol as soon as practical. Alcohol testing must be administered within two (2) hours of the accident and drug testing must be administered within 32 hours of the accident.

Any employee required to be tested under this section must remain readily available for such testing and such a driver shall not consume alcohol within eight (8) hours of the accident. A driver who is involved in an accident requiring a drug and alcohol test must notify his/her supervisor and/or the Human Resources staff of the accident as quickly as possible and comply with those instructions given him/her relative to his/her taking a drug and alcohol test.

## **SECTION 8. Drug & Alcohol Testing Procedures**

- (a) Drug specimen collection procedures: All testing for drugs will be done by the testing of an employee's urine specimen.

All such testing will utilize the split specimen collection procedure. Under that procedure, each employee will have his/her urine specimen sealed in two separate containers and both sent to a certified laboratory for testing. If an employee's first specimen tests positive, that employee may request, within three (3) days of the positive notification, that the other specimen be tested at another certified laboratory. During the time the second specimen is being tested, that employee will be suspended without pay. Any employee who has a second test come back negative will be given back pay for the time of the suspension. All specimen collections will be conducted by personnel that have been instructed and trained in collection procedures set by the DOT.

- (b) Adulteration or submission of a concealed specimen: If, during the collection procedure, the collection monitor detects an effort by an employee to adulterate or substitute a specimen, a second specimen will be requested. If a second specimen is provided, that specimen will be tested. If the request for a second specimen is refused, the collection monitor will inform Human Resources staff of the employee's refusal to submit a true specimen. Such conduct by the employee will be considered as a refusal to provide a true specimen for testing. In the event that a prospective or current employee submits a specimen that

the laboratory later identifies as a diluted specimen, the City will advise the employee of that result and request that employee submit a second specimen. Such employee will be advised by the City not to drink any fluids prior to the test.

- (c) Alcohol testing procedure: All testing for alcohol will be done by the use of an approved breath testing device, operated by a trained and qualified breath alcohol technician (BAT). Blood testing for alcohol will only be allowed when a breath testing device is not readily available.
- (d) Refusal: An employee for the City may not refuse to take a drug or alcohol test when requested to do so, consistent with the terms of this policy. Such a refusal will be considered equivalent to testing positive for drugs and alcohol.

An employee will be considered as refusing to test if she/he expressly refuses to take a test when so requested, or otherwise fails to provide an adequate breath or urine sample without a valid medical explanation. Additionally, an employee will be considered as refusing to test if she/he engages in conduct that clearly obstructs the testing process, including but not limited to providing or attempting to provide an adulterated or substitute specimen.

## **SECTION 9. Test Result Notification**

- (a) The City has arranged that all test results, both drug and alcohol, will be forwarded to the City's Human Resources staff through the City's designated Medical Review Officer (MRO). Prior to Human Resources being informed that a prospective or current employee has tested positive for drugs, the employee will be offered an opportunity to personally discuss a positive drug test with the MRO or his/her representative. The MRO will follow up on such information as is appropriate. Any employee who is taking a prescription drug that may have been the cause of a positive test result will be asked to provide the name of the medication and the identity of the prescribing physician for verification. If this is verified, the employee's test result will be reported as negative. If, after consideration of the matter, the MRO finds no reason to doubt the validity of the positive test, that result (including the identity of the drug, if applicable) will be conveyed to the City's Human Resources.

If the employee cannot be located, the MRO or his/her representative may request that the City contact arrange for the employee to contact the MRO as soon as possible to discuss the results of the test. The MRO will communicate a positive result to the City without discussing the result with the employee if the employee expressly declines the opportunity to discuss the results of the test, or the employee is instructed by the City to contact the MRO and fails to do so within 24 hours, excluding weekends.

## **SECTION 10. Testing Positive for Drugs or Alcohol**

- (a) Any prospective employee who tests positive for the presence of drugs or alcohol will not be hired. In addition, prospective employees will not be allowed to reapply and/or retest.
- (b) Any current employee (to include any new appointment, transfer or promotion) who tests positive for the presence of drugs or alcohol will be subject to disciplinary action, up to and including dismissal.
- (c) Any employee who tests positive for drugs or alcohol and who is allowed to continue to be employed by the City will be referred to the City's Employee Assistance Program (EAP) and will be required to take and pass a drug and/or alcohol test, at the employee's expense. Thereafter, such employee will be subject to six (6) unannounced random drug and/or alcohol tests over the next twelve (12) months (follow-up testing), all at the employee's own expense. The requirement of random drug and/or alcohol tests will be in addition to any other discipline deemed appropriate. Follow-up testing will also be required of CDL drivers who tested positive for drugs or alcohol within the past two (2) years while employed by another company.

## **SECTION 11. Grounds for Discipline**

An employee may be found in violation of this policy on the basis of any appropriate evidence including, but not limited to:

- (a) The unlawful use, distribution, or possession of controlled substances, including alcohol, drugs, and related paraphernalia, by an employee while on the job; or
- (b) The unlawful use or abuse of drugs, alcohol, or other controlled substances by an employee on or off the job, which results in an employee having detectable levels of such substances in his/her body while on duty; or
- (c) Evidence obtained from an arrest or criminal conviction that arises while the employee is at the workplace, or that affects the employee's ability to perform job duties.

Discipline shall be in accordance with Personnel Rule XIV governing employee discipline.

## **SECTION 12. Voluntary Treatment**

It is the City's intent to emphasize education and prevention of substance abuse, and not to rely on testing and disciplinary measures alone to deal with alcohol and drug use in the workplace. A fundamental purpose of the City's Drug/Alcohol Free Workplace Policy is to assist employees who are seeking treatment for alcohol or drug use. For this reason, the City will not initiate disciplinary action against any employee who meets all three of the following conditions:

- (a) Voluntarily identifies him/herself as a user of alcohol and/or illegal drugs and/or an abuser of prescription medications, as referenced by this policy, prior to being identified through other means;
- (b) Obtains evaluation, counseling or rehabilitation through the Employee Assistance Program (EAP) or other professionally recognized organization; and
- (c) Thereafter refrains from using illegal drugs, abusing prescription medications, or misusing alcohol.

Any employee of the City who considers himself alcohol or drug dependent and who voluntarily identifies himself as such will be referred to the City's EAP. Conscientious efforts to seek and use such help will not jeopardize an employee's job. The EAP counselor will complete an evaluation, provide counseling, and recommend relevant treatment and rehabilitation.

## **SECTION 13. Employee Assistance Program (EAP)**

- (a) Purpose: To assist employees who may need help in dealing with substance abuse or other personal problems which may be contributing to on-the-job behavior or performance difficulties. It provides free evaluation from a qualified, professional counselor. The City recognizes that alcohol and drug abuse and addiction are treatable illnesses. We also realize that early intervention and support improve the success of rehabilitation. To support our employees, our drug and alcohol-free workplace policy:
  - 1. Encourages employees to seek help if they are concerned that they or their family members may have a drug and/or alcohol problem.
  - 2. Encourages employees to utilize the services of qualified professionals in the community to assess the seriousness of suspected drug or alcohol problems and identify appropriate sources of help.
  - 3. Offers all employees and their family members in their household confidential assistance with alcohol and drug problems through the Employee Assistance Program (EAP).

Please feel free to consult, in complete confidence, with the Human Resources staff for guidance in identifying appropriate resources to help deal with such problems.

## **SECTION 14. Shared Responsibility**

A safe and productive drug and alcohol-free workplace is achieved through cooperation and shared responsibility. Both employees and management have important roles to play.

All employees are required to not report to work or be subject to duty while their ability to perform job duties may be impaired due to on or off-duty use of alcohol or other drugs.

In addition, employees are encouraged to:

- Be concerned about working in a safe environment.
- Support fellow workers in seeking help.
- Use the Employee Assistance Program.
- Report dangerous behavior to their supervisor.

It is the supervisor's responsibility to:

- Inform employees of the drug and alcohol-free workplace policy.
- Observe employees performance.
- Investigate reports of dangerous practices.
- Document negative changes and problems in performance.
- Counsel employees as to expected performance improvement.
- Refer employees to the Employee Assistance Program (EAP).
- Clearly state consequences of policy violations.

## **SECTION 15. Communication and Training**

Communicating our drug and alcohol-free workplace policy to both supervisors and employees is critical to our success. To ensure all employees are aware of their role in supporting our drug and alcohol-free workplace program:

- All current employees will receive a copy of the updated policy.
- All employees will receive a written copy of this policy during new employee orientations.
- The policy will be reviewed at safety meetings.
- Supervisors will receive training to help him/her recognize and manage employees with alcohol and other drug problems.
- Employees will receive information and instructions on how to access resources through the City's current Employee Assistance Program (EAP).

**STAFF REPORT**

**DATE: JUNE 27, 2016**

**FROM: RENATA MCLEOD, CITY CLERK**

**SUBJECT: REQUEST TO APPROVE A LETTER OF AGREEMENT WITH  
MAXWELL EVANS D/B/A CYCLE CAB CDA FOR COMMERCIAL USE  
OF THE CITY STREETS AND TRAILS FOR RECREATIONAL  
TRANSIT.**

=====

**DECISION POINT:** To approve a Letter of Agreement with Maxwell Evans d/b/a Cycle Cab CDA for commercial use of the city streets and trails for recreational transit.

**HISTORY:** In 2014 the City approved a similar request to operate a non-motorized vehicle within the city limits through a Letter of Agreement. To stay consistent with the processing of recreational transit requests upon city streets that may impede traffic, staff is recommending approval of the request for pedi-cab services by Cycle Cab CDA through the attached Letter of Agreement. The City received a request from Mr. Evans with the attached business plan on June 14, 2016. Mr. Evans noted that he has been in contact with Parks and Recreation Commission, the Pedestrian Bicycle Committee, as well as, the Park and Recreation Director, who were all in support of the use of the trail, since the pedi-cab is non-motorized. Additionally, each City Department was contacted to see if there were any concerns or requests for conditions. The Police Department respond noting the past pedi-cab businesses did not create a traffic problem. Additionally, other recreational transportation uses, such as the Socially Geared Cycle Pub and horse drawn carriages, are in operation, have been widely accepted, and have not impeded traffic. Additionally, the Police Department noted that they could not recall one complaint called into the Police Department regarding the pedi-cabs.

Municipal Code Chapter 5.18 outlines the allowable commercial use of city streets, sidewalks, and rights-of-way and requires Council consent for such use. Staff believes the proposed Letter of Agreement provides the method of Council consent. The Agreement sets forth the terms and standards for the operation of the commercial recreational vehicle upon city streets, including the clause that the City may add conditions or revoke the permit if it is deemed necessary to maintain the safety of the City.

**FINANCIAL ANALYSIS:** Consideration for this Agreement is \$50.00 upon approval.

**DECISION POINT/RECOMMENDATION:** To approve a letter of agreement with Maxwell Evans d/b/a Cycle Cab CDA for commercial use of the city streets and trails for recreational transit.



Contact Information:

Maxwell Evans, Member 717 N B Street.

Coeur d'Alene, ID 83814 208-819-8372

Doug Evans, Member 717 N B Street.

Coeur d'Alene, ID 83815 208-640-4289

This is a business plan and does not imply an offering of securities.

1. Executive Summary Business Opportunity

2. Operating Plan

Table of Contents

CYCLE CAB CDA

1. Executive Summary

CYCLE CAB CDA will operate as an alternative and entertaining means of transportation for the citizens and visitors of Coeur d'Alene and will cater to the pedestrians visiting the downtown area. The pedicabs are the tri-cycle style and can carry two seat-belted adult passengers.

These pedicabs are human powered and have a headlight, operational brake light, running lights, turn signals and mirrors. Our pedicab operators will shuttle customers to and from local businesses, or give them a tour of downtown. CYCLE CAB CDA will not charge a fare to our customers, but will be compensated in the form of tips.

## 1.1 Business Opportunity

During the summer months the downtown area becomes very congested. The businesses have limited parking available, often leaving customers to park several blocks from their destination. For special events, there are usually several road closures that force people to park even further from downtown.

## CYCLE CAB CDA

## 2. Operating Plan

### 2.1 General Operations

CYCLE CAB CDA will operate on a seasonal basis during the peak tourist season. We will start pedicab services in late June/ early July of 2016 (late April/ early May in the future) with two pedicabs and run through September. Our goal is to have the pedicabs in use at least four days a week; ideally Thursday, Friday, Saturday and Sunday. Our pedicabs will likely only be out for five to six hours during the evenings (5 pm - 11 pm) on weekdays and twelve to fourteen hours on the weekends (10 am - 11 pm). If the demand for our service increases, our operational hours may expand.

CYCLE CAB CDA will function so that all of our operators will work solely as sub-contractors. With the potential of having the pedicabs in use all day, we intend to maintain a current list of ten eligible operators. All operators will be required to have a valid driver's license and be at least 18 years of age. CYCLE CAB CDA will train all operators to operate the pedicabs safely. Sub-contractors will either pay us a percentage of their tip revenue for the day, or will have a flat fee that they will pay prior to taking the pedicab out for the day. CYCLE CAB CDA will be covered with liability insurance to the amount of \$1,000,000 per occurrence. This insurance will also cover the sub-contractor operators.

To market CYCLE CAB CDA, we will advertise online and through social media for any customers who would like to charter our pedicabs for an event or tour the downtown. For our day to day business we will attract potential customers via high visibility of the CYCLE CAB CDA in downtown cda. We also plan to participate in several parades during the spring and



summer to be more visible in the community.

We do not feel that CYCLE CAB CDA will impact the traffic flow in a negative manner. The speed limits on most of the streets on which we will be operating are 25mph. Even though our operators will probably not be able to reach or maintain 25 mph, we do not anticipate interfering with the normal traffic flow. When available, we will use bike lanes or the Centennial Trail. Our operators will make every attempt to avoid lanes of traffic while the passengers board or leave.



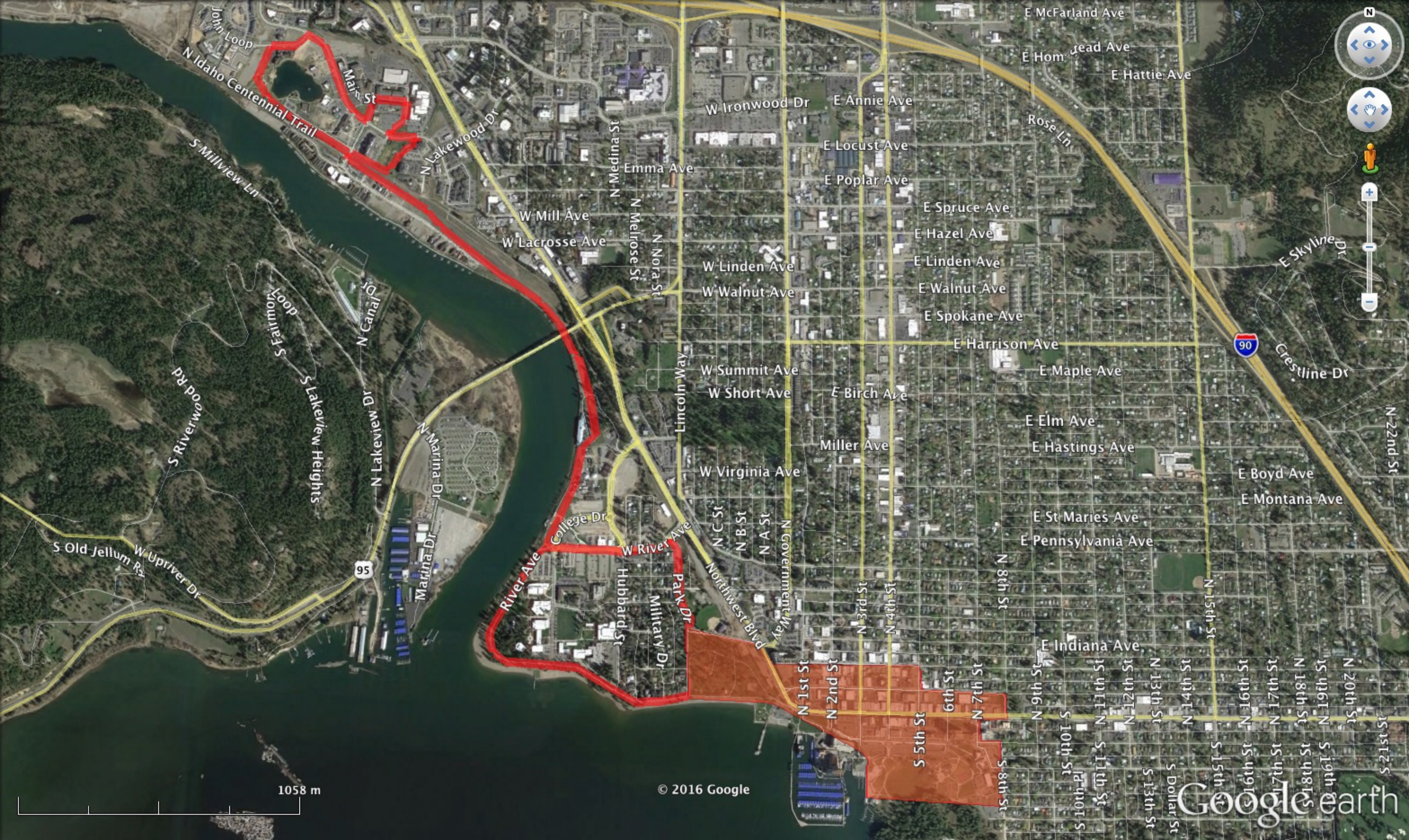


467 m

© 2016 Google

Google earth





John Loop  
N Idaho Centennial Trail  
S Millview Ln

S Fairmount Loop  
S Riverwood Rd  
S Lakeview Heights  
N Canal Dr  
N Lakeview Dr

S Old Jellum Rd  
W Upriver Dr

95

1058 m

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Google earth



Streets shown include: John Loop, N Idaho Centennial Trail, S Millview Ln, S Fairmount Loop, S Riverwood Rd, S Lakeview Heights, N Canal Dr, N Lakeview Dr, S Old Jellum Rd, W Upriver Dr, Marina Dr, N Marina Dr, W River Ave, College Dr, Hubbard St, Military Dr, Northwest Blvd, N Government Way, N 1st St, N 2nd St, N 3rd St, N 4th St, N 5th St, N 6th St, N 7th St, N 8th St, N 9th St, N 10th St, N 11th St, N 12th St, N 13th St, N 14th St, N 15th St, N 20th St, N 22nd St, W Ironwood Dr, W Linden Ave, W Walnut Ave, W Summit Ave, W Short Ave, W Virginia Ave, E Annie Ave, E Locust Ave, E Poplar Ave, E Spruce Ave, E Hazel Ave, E Linden Ave, E Walnut Ave, E Spokane Ave, E Harrison Ave, E Maple Ave, E Elm Ave, E Hastings Ave, E St Marie's Ave, E Pennsylvania Ave, E Indiana Ave, E Boyd Ave, E Montana Ave, E McFarland Ave, E Homestead Ave, E Hattie Ave, Rose Ln, E Skyline Dr, Crestline Dr, N 1st St, N 2nd St, N 3rd St, N 4th St, N 5th St, N 6th St, N 7th St, N 8th St, N 9th St, N 10th St, N 11th St, N 12th St, N 13th St, N 14th St, N 15th St, N 20th St, N 22nd St, S 1st St, S 2nd St, S 3rd St, S 4th St, S 5th St, S 6th St, S 7th St, S 8th St, S 9th St, S 10th St, S 11th St, S 12th St, S 13th St, S 14th St, S 15th St, S 16th St, S 17th St, S 18th St, S 19th St, S 20th St, S 21st St, S 22nd St.





**LETTER OF AGREEMENT**

July 5, 2016

Maxwell Evans d/b/a Cycle Cab CDA  
717 N. B Street  
Coeur d'Alene, ID 83814

Dear Mr. Evans:

This letter shall serve as an agreement for the commercial use of the city streets and trails for recreational transit. The parties understand that the City of Coeur d'Alene is in the process of creating regulations for recreational transit services. In order to allow Cycle Cab CDA to provide services throughout the remainder of 2016, this agreement shall serve as the permit terms in advance of adopted regulations.

Attached and incorporated herein as Exhibit A, is an application for a recreational transit permit, which includes Cycle Cab CDA contact information. Mr. Evans agrees that in consideration of this agreement he will pay \$50.00, provide proof of Liability insurance in the minimum amount of \$500,000, provide the hours of operation, and a map of intended route(s).

This permit is valid only when Cycle Cab CDA is in compliance with the following conditions.

1. Compliance with all laws for all slow moving vehicles (i.e., lighting, reflectors, etc.) is required.

The City reserves the right to add to or modify the conditions at any times as deemed necessary due to unforeseen circumstances to maintain peace, order, and safety within the City limits. Failure to comply with all conditions imposed upon issuance may result in the immediate suspension or revocation of this permit by the City Clerk or their designee or by any law enforcement Officer.

---

Steve Widmyer, Mayor  
City of Coeur d'Alene

---

Maxwell Evans  
Owner, Cycle Cab CDA



CITY OF COEUR D'ALENE

MUNICIPAL SERVICES DEPARTMENT

CITY HALL, 710 E. MULLAN  
COEUR D'ALENE, IDAHO 83816-3964  
208.769.2229 [kathylew@cdaid.org](mailto:kathylew@cdaid.org)

Amt Paid \_\_\_\_\_  
Rec No. \_\_\_\_\_  
Date issued \_\_\_\_\_  
Lic No : \_\_\_\_\_ By \_\_\_\_\_

Driver 1. Information:

Name: Maxwell Evans

Physical Address: 717 N B street

Mailing Address: 717 N B Street

Date of Birth 11/22/97 Cell phone 819-8372 email address Cyclecabeda@gmail.com

Have you received any driving citations within the past two years Y or  N

If yes explain: \_\_\_\_\_

Driver 2. Information:

Name: \_\_\_\_\_

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

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

Date of Birth \_\_\_\_\_ Cell phone \_\_\_\_\_ email address \_\_\_\_\_

Have you received any driving citations within the past two years Y or N

If yes explain: \_\_\_\_\_

Driver 3. Information:

Name: \_\_\_\_\_

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

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

Date of Birth \_\_\_\_\_ Cell phone \_\_\_\_\_ email address \_\_\_\_\_

Have you received any driving citations within the past two years Y or N

If yes explain: \_\_\_\_\_

**PUBLIC WORKS COMMITTEE  
M E M O R A N D U M**

DATE: JUNE 27, 2016

FROM: RENATA MCLEOD, CITY CLERK

RE: APPROVAL OF AGREEMENT WITH LAKE CITY CENTER FOR A PUBLIC SERVICE GRANT TO BE USED FOR THE MEALS ON WHEELS PROGRAM THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM.

---

**DECISION POINT:**

- To authorize a Subrecipient Agreement with the Lake City Center in the amount of \$3,000 for the Meals on Wheels Program.

**HISTORY:** On April 5, 2016 the City held a public hearing at which time the City Council approve the Annual Action Plan budget and allocations for CDBG Plan Year 2016. As approved the program year 2016 budget included an allocation to the Lake City Center to help pay for the Meals on Wheels Program.

**RECOMMENDATION POINT:**

- To authorize a Subrecipient Agreement with the Lake City Center in the amount of \$3,000 for the Meals on Wheels Program.

## **AGREEMENT FOR CDBG GRANT FUNDS FOR Lake City Center**

CDBG PROGRAM YEAR: 2016

CFDA 14.218, Community Development Block Grants/Entitlement Grant

This Agreement is entered into between the CITY OF COEUR D'ALENE, a municipal corporation, whose mailing address is 710 E Mullan Avenue, Coeur d'Alene, Idaho 83814-3958, hereinafter referred to as the "CITY" and LAKE CITY CENTER, an Idaho non-profit corporation, whose mailing address is: 1916 Lakewood Drive, Coeur d'Alene, ID 83814, hereinafter referred to as "Subrecipient."

The key contact for the Subrecipient is Rick Currie, Director. The key contact for the CITY is Sherri Wastweet, CDBG Grant Administrator, Panhandle Area Council (PAC).

1. Activities Under This Agreement. The CITY has received from the U.S. Department of Housing and Urban Development ("HUD"), a grant from the Community Development Block Grant Program, identified as Grant No. B-16-MC-16-0007 (the "CDBG Grant"). From this CDBG Grant the CITY is awarding \$3,000.00 (Three thousand dollars) to the Subrecipient for the Meals on Wheels program. The project is more fully described in Attachment A "Scope of Work."

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives. The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet the National Objective to serve low-to-moderate income persons through distribution of nutritious meals to homebound seniors in Coeur d'Alene.

2. Effective Date and Time of Performance. This Agreement shall take effect on the date of execution of this Agreement and shall end on March 31, 2017. The term of this agreement and the provisions herein shall be extended to cover any additional time period required to perform work for close out.

3. Grant Amount and Matching Obligations. It is expressly agreed and understood that the total amount to be paid by the CITY under this Agreement shall not exceed \$3,000.00 (Three thousand dollars), referred to herein as the "grant funds." In the event costs exceed these grant funds, the Subrecipient shall be responsible for any and all additional costs. The Subrecipient will provide the management resources, staff, and office supplies needed for the project.

4. Budget. The Budget, as set forth in Attachment B and attached hereto, shall be adhered to unless otherwise amended in writing, signed by both the Subrecipient and the CITY. LAKE CITY CENTER will immediately repay to the City any amount of the grant funds that the City determines has been expended in a manner inconsistent with the CDBG Budget-Use of Funds.

5. Program Income. The Subrecipient shall report monthly all program income (as defined in 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement.

The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. Program income is considered the same as grant funds and is thereby subject to this Agreement and all the federal regulations. The Subrecipient is allowed to retain and use program income for the same purposes as covered by this Agreement. Program income shall be expended before any additional grant funds are requested unless authorized differently in the Scope of Work.

6. Payments. The CITY will pay to the Subrecipient funds available under this agreement based upon information submitted by the Subrecipient and consistent with any approved budget and City policy concerning payments. Payments will be made for eligible expenses actually incurred by the Subrecipient, and in no case will it exceed actual cash requirements. Payments will be adjusted for any program income earned under this agreement.

The subrecipient shall submit a request for reimbursement of actual eligible expenses, which shall be numbered and dated. The report shall at a minimum include the project name, name of the subrecipient, and address to which payment is to be made, detailed itemized costs by budget category. All reporting shall be supported by appropriate documentation such as receipts, billings, invoices, timesheets or other similar documents. A Progress report must be submitted with the pay request.

The request should be submitted to the City's Grant Administrator at Panhandle Area Council (PAC), 11100 N. Airport Drive, Hayden, Idaho 83835-9798.

7. Insurance. The Subrecipient warrants that it has obtained, and will maintain at its expense for the duration of this Agreement, statutory worker's compensation coverage, employer's liability and comprehensive general liability insurance coverage for its principals and employees. The comprehensive general liability insurance shall have, at a minimum, a coverage limit of five hundred thousand dollars (\$500,000).

8. Grant Program Requirements. This Agreement and the project is governed by the provisions of Title I of the Housing and Community Development Act of 1974 as amended, Public Law 93-383, and the implementing regulations at 24 CFR Part 570. The Subrecipient shall not take any action or do anything inconsistent with the purposes and intent of the CDBG program. The Subrecipient shall comply with all state, local, and federal laws and regulations that pertain to the program and the CDBG grant program and funds.

9. Environmental. The Subrecipient shall comply with the conditions of the Environmental Review performed for this project, which are: *No additional environmental requirements.*

10. Real Property Acquisition, Relocation, and Disposal. The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocations Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons



as defined by 24 CFR 570.606(b) (2) who are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable City ordinances, resolutions, and policies concerning the displacement of persons from their residence.

11. Procurement Standards and Methods. The Subrecipient shall use procurement and purchasing standards that are in compliance with state law. Generally, procurement of items or services costing less than \$25,000 may use the informal Small Purchase process. Small Purchase process requires three written bids/quotes. Larger purchases should follow formal bidding processes including proper bonding and guarantees. See Idaho Code §67-2801 et seq. Panhandle Area Council can provide technical assistance for procurement.

12. Termination of Agreement. The CITY may at any time terminate this Agreement for cause or convenience. If terminated for the convenience of the CITY, the CITY shall pay for any work completed up to the date of the termination. If the CITY terminates this Agreement for cause, the CITY will not make any payments for work completed in violation of this Agreement. If for any reason the Agreement is terminated, the Subrecipient agrees and acknowledges that the CITY shall bear no liability or responsibility of any kind or for any reason to the Subrecipient for any of the funds received, to be received, or anticipated to be received pursuant to this Agreement.

13. Financial and Progress Reports. On a monthly basis, the Subrecipient shall submit financial reports that details costs incurred by line item as described in the project budget, Attachment B. The Subrecipient agrees to submit monthly performance reports in the form, content, and frequency as required by the CITY and to provide any and all information, including demographic data, which the CITY may need or request in preparing the CITY's interim performance reports to HUD. A detailed written final report with documentation of the activities carried out, expenditures and benefits generated shall be submitted to PAC at the conclusion of the project.

The Subrecipient shall report all program income generated by activities carried out with CDBG funds made available under this agreement. The Subrecipient may use such income during the contract period for activities permitted under this agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand, as provided by 24 CFR 570.504.

All required reports shall be submitted to the City's Grant Administrator at Panhandle Area Council (PAC), 11100 N. Airport Drive, Hayden, Idaho 83835-9798.

14. Record Keeping. The Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred.

Subrecipient shall keep records sufficient to document purchases that are in accordance with procurement policies and track assets. Any real property acquisition activities shall be documented as

required by the Acquisition and Relocation requirements of the grant program. Records of compliance with any environmental requirements shall be maintained. Other records required documenting activities undertaken, demonstrating eligibility and a national objective has been met, shall also be maintained.

15. Client Data and Disclosure. The Subrecipient shall maintain client data demonstrating client eligibility for services, which shall include but not be limited to client name, address, and income level or other basis for determining eligibility. This data will be submitted to the Grant Administrator using the provided demographic report form on a monthly basis as part of the progress report.

Client information collected under this Agreement is private and the use or disclosure of such information is prohibited when not directly related to the City's or Subrecipient's responsibilities with respect to services under this Agreement unless written consent is first obtained from the client.

16. Amendments to this Grant Agreement. The Subrecipient understands and agrees that no change shall be made to the nature or purpose of the project and this Agreement and that no changes shall be made in the budget (Attachment B), the Scope of Work (Attachment A) or the design of the project without the prior written consent of the CITY. Either party may initiate an amendment. From time to time the CITY may at its discretion amend this Agreement to reflect changes in the program requirements, regulations or law.

17. Subcontracts. The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without written consent of the CITY prior to the execution of such agreement. These subcontracts shall contain all the requirements of this Agreement. In addition, prior to execution of any amendments to subcontracts, written consent by the CITY is required. All contracts and subcontracts must comply with all applicable state and federal laws and regulations.

18. Audit and Monitoring. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the CITY, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, to audit, examine, and make excerpts or transcripts of all relevant data.

The Subrecipient shall provide the CITY with an annual agency audit in accordance with OMB Circular A-133 and the Single Audit Act of 1984. The audit shall be completed by a certified public accountant during the regular annual audit cycle. The Subrecipient shall provide annual audits through the last fiscal year grant funds are expended.

19. Retention. The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the CITY's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. If there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year retention period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

20. Recognition. The CITY and the Subrecipient agree that appropriate information shall be given to recipients of the CDBG Entitlement Program that shall give credit to HUD and the CITY for helping underwrite the program with CDBG funding. The Subrecipient shall include a reference to the support provided herein in all publications made possible with CDBG funds under this Agreement.

21. Severability. The provisions of this Agreement are severable. In the event any provision is determined to be void or unenforceable for any reason, such determination shall not affect the enforceability of the remaining provisions.

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

23. Independent Contractor. The contracting parties warrant by their signatures that no employer-employee relationship is established between the Subrecipient and the CITY by the terms of this Agreement. It is understood by the parties hereto that the Subrecipient is an independent contractor and shall at all times remain an independent contractor with all respects to the CITY and shall maintain (as needed or required by 24 CFR 84.31) for itself and its employees, insurance, worker's compensation coverage, unemployment insurance, and FICA and tax filings.

24. Closeout. The Subrecipient's obligation to the CITY shall not end until all closeout requirements are completed. Closeout activities shall include, but are not limited to, making final payments, disposing of program assets, and determining the custodianship of records, completion of required reporting, and determination that the project National Objective has been met.

25. Labor Standards. The Subrecipient agrees to comply with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.

26. Copyrights. If this Agreement results in any copyrightable materials or inventions, the CITY reserves the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work or materials for governmental purposes.

27. Religious and Lobbying Activities. The Subrecipient certifies that no federal funds have been paid or will be paid to any person for the purpose of influencing any official, employee of any agency or Member of Congress in the connection with the awarding of any federal contract or agreement. If other funds have been or will be so used, the Subrecipient certifies it has followed the proper procedures and submitted the Disclosure Form to Report Lobbying.

The Subrecipient certifies that no funds provided by this Agreement shall be used for political activities, lobbying, political patronage, or nepotism.

The Subrecipient further agrees that funds provided under this Agreement will not be used for religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction or proselytizing.

28. Section 3. The Subrecipient shall comply with the provisions of Section 3 of the HUD Act of 1968, as amended, and strive to select services or contractors that reside or have their business locations in the City of Coeur d'Alene. This will meet the Section 3 requirements that to the greatest extent feasible opportunities for training and employment be given to low and very low income residents of the project area and that contracts for work in connection with this project be awarded to business concerns that provide economic opportunities for low and very low income persons residing in the area in which the project is located.

29. Anti-Discrimination. The Subrecipient shall not discriminate in the provision of its services, hiring practices or procurement on any of the following bases: Race, Color, National Origin, Family Status, Sex, Handicap Condition, or Religion. The Subrecipient agrees to comply with Idaho Code and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104 (b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973 and the American with Disabilities Act of 1990, The Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

**IN WITNESS WHEREOF**, the Mayor and City Clerk of the City of Coeur d'Alene have executed this Agreement on behalf of the CITY, the City Clerk has affixed the seal of the City hereto, and the Subrecipient has caused the same to be signed and its seal to be affixed hereto, and the undersigned have caused this Agreement to be executed this \_\_\_\_ day of \_\_\_\_\_ 2016.

**CITY of Coeur d'Alene**

**Lake City Senior Center**

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

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

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

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

Steve Widmyer, Mayor

Rick Currie, Director

**ATTEST:**

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

Renata McLeod, City Clerk

ACKNOWLEDGMENTS

STATE OF IDAHO )  
 ) ss  
COUNTY OF KOOTENAI )

On this \_\_\_\_\_ day of \_\_\_\_\_, 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 in and for the State of Idaho  
Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

\*\*\*\*\*

STATE OF IDAHO )  
 ) ss  
COUNTY OF KOOTENAI )

I CERTIFY that on \_\_\_\_\_, 2016 **RICK CURRIE** personally came before me and acknowledged under oath that he is the Director of **LAKE CITY CENTER**, Idaho non-profit corporation and was authorized to execute this instrument on behalf of the corporation and executed the instrument as the act of the corporation.

\_\_\_\_\_  
Notary Public in and for the State of Idaho  
Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

## ATTACHMENT "A"

### Grant Agreement between CITY of Coeur d'Alene and Lake City Center

#### **Scope of Services**

Under the 2016 Community Development Block Grant, Lake City Center will be providing a public service through distribution of meals through the Meals on Wheels Program. With this project, Lake City Center will help local seniors receive nutritional meals.

#### **Summary of the Project Activities**

Meals through the Meals on Wheels programs are provided to homebound seniors in Coeur d'Alene through Lake City Center. Seniors are qualified for the program through Area Agency on Aging. In order to qualify for this service, seniors need to be 60 years of age or older, be homebound and unable to travel to Lake City Center for daily meals served at the site.

#### **Benefits**

The program will benefit approximately 65 individuals on a monthly basis; at least 51% are presumed to be low-to-moderate income. The National Objective for this project is benefit to low-to-moderate income persons.

#### **Schedule**

Upon execution of the Agreement between Lake City Center and the City of Coeur d'Alene, the Project shall commence and shall be complete by March 31, 2017. At the completion of the project, a final report is due on the number and age of beneficiaries served.

**ATTACHMENT “B”**

**Project Budget**  
**Grant Agreement between CITY of Coeur d’Alene and Lake City Center**

<b>Budget Item</b>	<b>CDBG Funds</b>	<b>Other Funding</b>	<b>Total Project Costs</b>
Meals on Wheels program expenses	\$3,000.00		<b>\$3,000.00</b>
<b>Total</b>	<b>\$3,000.00</b>		<b>\$3,000.00</b>

Lake City Center will submit a detailed, itemized invoice to PAC for review. The invoice shall be dated; it shall state the Project, name and address to which payment shall be made, and any additional information required by the grant-funding agency.

PAC will verify the information, process the request, and submit the invoice to the CITY for payment.

\*\*It is anticipated the project costs will exceed these grant funds, Lake City Center shall be responsible for finding any and all additional funds. The CITY shall not be responsible to provide additional funds to pay any costs in excess of \$3,000.00 (Three thousand dollars).

## CITY COUNCIL STAFF REPORT

**DATE:** June 29, 2016  
**FROM:** Mike Gridley – City Attorney  
**SUBJECT:** Creation of two hour parking area on Ft. Ground Drive

=====

**DECISION POINT:**

Should the City Council approve a two hour limit on parking on Ft. Grounds Drive?

**HISTORY:**

Mullan Road through City Park has been rebuilt and renamed Ft. Grounds Drive. As part of the project a new parking area was added. Administration has requested that parking at this location be limited to two hours.

**FINANCIAL ANALYSIS:**

There is no financial impact from this action.

**PERFORMANCE ANALYSIS:**

The two hour parking limit ensures turnover for people looking to park at City Park.

**DECISION POINT/RECOMMENDATION:**

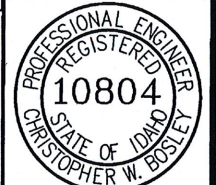
City council should approve the creation of a two hour parking limit on Ft. Grounds Drive.



Kootenai County Courthouse

UNDERGROUND SERVICE ALERT  
 ONE-CALL NUMBER  
**811**  
 CALL TWO BUSINESS DAYS  
 BEFORE YOU DIG

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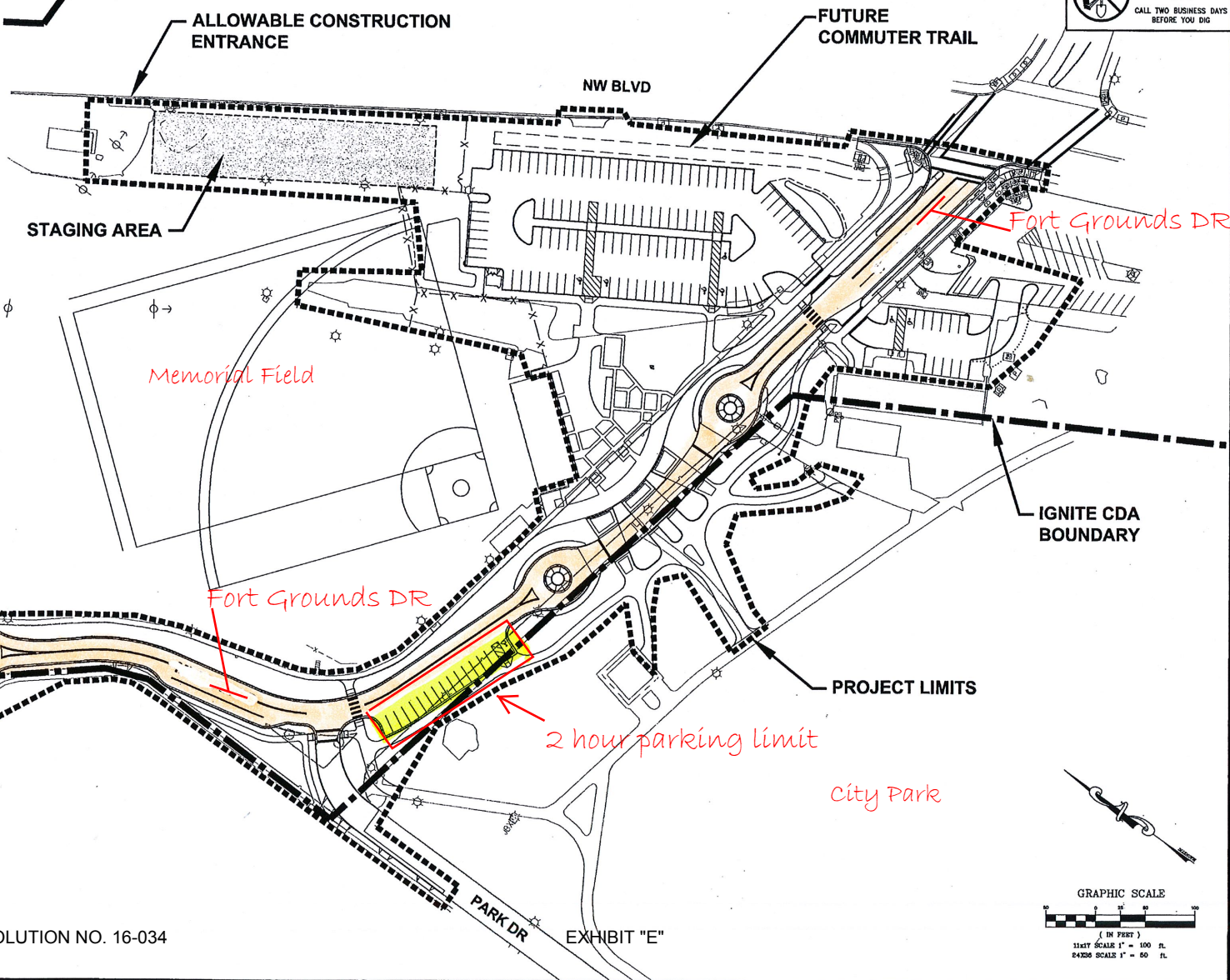
Original  
 Signed by: CHRISTOPHER BOSLEY  
 Date Original Signed: 02-20-2016  
 Original stored at Welch-Comer & Associates, Inc.  
 350 E. Kathleen Ave, Coeur d'Alene, ID 83815

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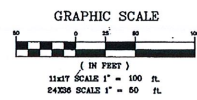
208-684-9382  
 (toll free) 877-815-5672  
 (fax) 208-684-5946

NO. DATE REVISION DESCRIPTION



CITY OF COEUR D'ALENE.  
 MULLAN ROAD  
 IMPROVEMENTS  
 OVERVIEW

PROJECT NO.: 41216  
 DESIGNED BY: PFB/CWB  
 DRAWN BY: SDS  
 CHECKED BY:  
 DWG NAME: 41216PL03.DWG  
 DATE: 02-19-2016  
 SHEET NO:



RESOLUTION NO. 16-034

EXHIBIT "E"

**A0.04**

# ANNOUNCEMENTS

**PUBLIC WORKS COMMITTEE**

**CITY COUNCIL  
STAFF REPORT**

**Date:** July 5, 2016  
**From:** Bill Greenwood, Director & Recreation Director  
**SUBJECT:** **Phippeny Dog Park**  
*(City Council - Action Required)*

---

**DECISION POINT:**

Approve the installation of the off leash fenced Dog Park at Phippeny Park

**HISTORY:**

Approximately 5 years ago we considered a dog park at this location we at that time solicited the neighborhoods opinion regarding this possibility. At that neighborhood the consensus of those present was not to have a dog park constructed.

**FINANCIAL ANALYSIS:**

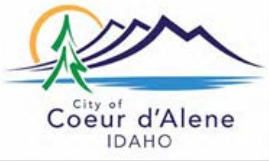
The cost to have a 130ft by 40ft fence install at the south end of the park is \$29,883; we would also need to have an asphalt path that would connect the bull pen to an existing sidewalk on the east side for a cost of \$200, for a total cost of \$30,083. We have funding from the Ace Walden Trust that can cover this cost.

**PERFORMANCE ANALYSIS:**

Recently we received a request from Linda Nelson to reconsider having a dog park placed at this site. Ms. Nelson has received support from the Kootenai Dog Park Association for a dog park at this park and additionally she has a new petition (*attached*) with 19 neighborhood signatures in favor of this proposed dog park. Staff placed 60 door hangers (*attached*) at the homes closest to the park inviting residents to the Park and Recreation Commission to voice their opinion.

**DECISION POINT:**

Approve the installation of the off leash fenced Dog Park at Phippeny Park



# CITY OF COEUR D'ALENE

PARKS & RECREATION DEPARTMENT

CITY HALL, 710 E. MULLAN AVENUE  
COEUR D'ALENE, IDAHO 83816-3964  
208-769-2252 – FAX 208-769-2383

## PARKS & RECREATION COMMISSION MINUTES

June 20<sup>th</sup>, 2016 – 5:30 p.m.  
COMMUNITY ROOM - LIBRARY

### **MEMBERS PRESENT:**

Scott Cranston, Chair  
Ginny Tate  
Mike McDowell  
Jim Lien  
Ron Edinger  
Bridget Hill  
Christie Wood  
Maxwell Evans, Student Representative

### **MEMBERS ABSENT:**

Maya Burgess, Alt. Student Representative

### **STAFF PRESENT:**

Bill Greenwood, Parks & Rec Director  
Paula Austin, Recreation Superintendent  
Sam Lapresta, Parks Superintendent  
Howard Gould, Building Maint. Supervisor  
Chenoa Dahlberg, Administrative Assistant

### **GUESTS:**

Phil Boyd  
Bob MacDonald

**CALL TO ORDER:** Commissioner Cranston called the meeting to order at 5:36 p.m.

### **1. ROLL CALL**

Eight members were present, resulting in an official quorum.

### **2. PLEDGE OF ALLEGIANCE**

Commissioner Lien led the pledge of allegiance.

### **3. CONFLICT OF INTEREST**

None

### **4. APPROVAL OF MINUTES**

Commissioner Tate made a motion to approve the minutes of April 5<sup>th</sup>, 2016.  
Commissioner McDowell seconded the motion, there being no discussion and all being in favor, motion passed.

### **5. STAFF COMMENTS**

Paula Austin spoke about the current Recreation Department programs, the youth activities and the new adult activities. She spoke about the 'take flight' program and reminded everyone of the Kiddie's Parade on July 1<sup>st</sup>.

Bill Greenwood introduced Sam Lapresta, the new Parks Superintendent. He then gave an update on the seawall project and other work being done. He gave a reminder of the IronKids event on June 25<sup>th</sup>. He introduced Howard Gould to give a presentation/update on the Jewett House. Commissioner Cranston asked Bill about Ironman and Bill updated the commission on the changes, layout and impact of the first half-Ironman in Coeur d'Alene. He explained the route change to lessen the impact in the downtown area. Howard then gave a power point presentation and history of the Jewett House. The storm damage to the property was estimated at \$

162,500. The contractor was able to reconstruct the porch to match the original design from 1917. He also gave updates on the ADA access, energy efficiency and safety.

**6. COMMISSIONER COMMENTS**

Commissioner Cranston welcomed Christie Wood to the commission.

**7. PUBLIC COMMENT**

None

**8. RIVER TRAIL**

Bill Greenwood provided the commission with an update on the River Trail corridor. He explained the grant that had been applied for, and that there would be two pieces to the project. He gave a power point presentation. He noted that the area surrounding/near the existing Johnson Mill River Park would be addressed at a later date. He then went on to speak about some creative ideas for the park and space usage. Commissioner Cranston asked about the timeline and Bill stated that the grant would be awarded this winter, and if we were selected work could start late spring next year.

**9. DOG PARK AT G.O. PHIPPENY PARK**

Commissioner Cranston read aloud the staff report. Bill showed the specific location of the park on the overhead and spoke about the history of this location and the source of funding. He also explained that approx. 65 door hangers were placed in the neighborhood making folks aware of the request for a dog park at this location. Public Comment was then taken. Bill had Chenoa Dahlberg read into the record the comments received via phone call from Steve & Patty at 907 8<sup>th</sup> Street who were not in favor of the dog park, and also Mr. Steele who resides across from the park, who was also not in favor of a dog park at this location and suggested a small water play area for the children. (See attached)

Linda Nelson – 523 Montana Ave.

She has collected 23 signatures on her petition in support of the dog park. She feels there is a need for a safe place in the park for pet, as well as the existing uses. She has witnessed numerous families bringing their pets to the park with them. She explained that the police are constantly stopping and reminded folks that dogs are not allowed in the park. She added that this is a nice little park that can be shared.

Bob MacDonald – 1407 Silver Beach Rd

He feels that the space designated is too small and needs to be larger. He added that the uses are disbursed throughout the park and that pets are 'family friendly'. He does support a dog park at this location for the neighborhood and referenced that this type of use discourages illegal or shady activity from occurring at parks.

Hildegard Pohl – 816 N 8<sup>th</sup> Street

She feels the park is too small and that McEuen is nearby and hardly ever used. She wants to see a small pool or water park area for the children. She feels this would be much more useful than a dog park and noted that there are no public pools for the children in the City.

Dean – 601 E Montana

Dean explained that he met Linda when they moved in across from her about a year ago. He added that he has lived many places and that Linda loves her pets. He stated that this is a family park and that there is no illegal activity. He walks by the park often and doesn't feel the dog park would be a detriment to the area. Feels it would be a nice improvement.

There being no further comments the commission entered a lengthy discussion about the surface type of the dog park, materials being used in-house and work being done by contractors, the increase of workload on staff and whether adding a dog park will deter dogs in

the open park area or increase it. Bill added that often it can increase bad behavior from owners who are irresponsible. Questions about maintenance, hours of operation, size, access to the existing arboretum, concerned about it being a 'tight fit' and the impact on the neighborhood. There was a discussion about a 'trail or temporary' basis. Councilmen Edinger asked about the survey numbers. There were 23 signatures on the petition, 3 speaking tonight about support and 3 speaking against. So Bill explained that there were more people in favor than against. There was a discussion about the costs, source of funding and whether the decision tonight would set precedence in other neighborhoods for dog parks. Commissioner Lien noted that the dog park would be a compromise to make all user groups happy. Bill added that dog parks work and people love them. There was a discussion about the amount of funds left in the endowment and potential other uses for them. There was a discussion about a water park/splash pad for the children. Commissioner Hill asked Bill what his reservations or concerns would be and Bill stated that it creates more clean-up for his staff. There were concerns addressed for the impact on the residential neighborhood surrounding the park. Bill added that if problems arise the City can shut down the use of the dog park area. Commissioner Wood suggested that Linda start a neighborhood watch group. Commissioner Hill had the concern of more dogs off leash when Dog Park is put in. Commissioner Cranston presented the commission 3 voting options. 1 – Approve the request; 2 – deny the request; and 3 – table the request. There being no further discussion, Commissioner McDowell made a motion to recommend to General Services the installation of a fenced off-leash dog park at G.O. Phippeny Park. Commissioner Tate seconded the motion, all were in favor, motion passed.

#### **10. DOG PARK ART**

Bill noted that the Park & Recreation Commissioners had viewed the proposed art piece prior to tonight's meeting. He explained that Kootenai County Dog Park Association (KCDPA) is requesting the Art Commission place this piece of art at the McEuen Dog Park. Bob MacDonald spoke about the location for the art piece, the meaning behind the art piece, the construction and design of the art piece, and how this location was chosen. He explained it is an added feature for pet owners. Bob introduced the artist, Jason, and he spoke about the construction, materials and treatments to the metal. There was a question about maintenance costs and Bill advised the commission that the Arts Commission has funds for these purposes. Commissioner Lien made a motion to approve the recommended location and accept the art and Councilmen Edinger seconded with all being in favor.

#### **11. CITY/COUNTY PARKING AT BLM/4 CORNERS**

Bill gave the history of this request and the partnership with the county. He added that this will change some elements in the existing plan and introduced Phil Boyd to give a power point presentation and inform the commission of the changes. He spoke about the # of parking spaces, funding by the County for the construction and that the City would collect the revenue after hours. There was a lengthy discussion about the use, # of spaces, hours of county use, entrance/exit areas, and that a traffic study is needed. There were major concerns vocalized about pedestrian crossings, exiting the parking area onto NW Blvd, and the various options that are being looked at. Phil showed the reorientation of uses in the BLM area and a discussion about layout, design and orientation of Memorial Field. There was also a discussion about a parking garage versus linear parking. Phil spoke about the safety items that would be built into the access points across NW Blvd. He explained that the first step is to take it to the County with the cost estimate. And if they support it then it would go to City Council. Phil anticipated that this would occur mid to late August. Commissioner Hill and Commissioner Cranston thanked Phil for his presentation and the detail in the work.

## **12. ADJOURNMENT**

Commissioner Cranston announced the upcoming meetings:

- Tuesday July 5<sup>th</sup>, 2016 – Workshop – Caruso’s Deli – Coeur d’Alene
- Monday July 18<sup>th</sup>, 2016 – Meeting - Community Room at the Library – 5:30 p.m.

Commissioner Edinger made a motion to adjourn the meeting with Commissioner Lien seconding the motion. All were in favor, motion passed. Meeting adjourned at 7:43 p.m.



# Petition

City Dog Park on 7th & Montana

Linda  
Nelson

606 7-  
3670

Name

Address

Singer Dalvin	822 N 5th St CDA
Brian Kromm	839 N 6th St CDA
Christa Cole	835 N 6th St CDA
Marshall Hausman	8021 Foxglove Way CDA
Shannon Cadogan	901 N 7th St CDA
Brice Thornton	901 N 7th St CDA
Nicholas Schmitt	901 N 7th St CDA
David C. Tappan	901 N 7th St CDA
Dean Randall	837 N 7th St CDA
SARAH RANDALL	601 E Montana CDA
Shane Riel	911 N 7th St CDA
Jessica Huston	911 N 7th St CDA
Lisa Burnett	3176 N 10th St CDA
Amber Jenkins	3181 N 10th St CDA
Geoff McLellan	3175 N 10th Pl CDA
Gratias Joxl	907 N 6th St CDA
GARY DOLPH	202 N LAKEVIEW D CDA
Nois Benning	202 N Tuberville
Reid Harlander	1635 E Miles HL 10

- as of 5/18/16 - CDA

14 ADDRESSES



## **ATTENTION**

The City of Coeur d'Alene Parks & Recreation Commission will be hearing a request for a potential dog park area within G.O. Phippeny Park, which is located at the corner of 7<sup>th</sup> and Montana.

The Parks & Recreation Commission meeting is scheduled for:

Monday June 20<sup>th</sup>, 2016 at 5:30 p.m.

This meeting is being held in the Community Room of the Library located at: 702 E Front Ave, Coeur d'Alene Idaho

As a resident within the vicinity of G.O. Phippeny Park, we would like to hear your voice. The commission will be asking for public input.

If you are unable to attend the meeting on Monday night, please contact our office to speak with Chenoa Dahlberg, and she will take your concerns and/or opinions and share them with the Commissioners on Monday evening.

Coeur d'Alene Parks & Recreation Department  
710 E. Mullan Ave  
Coeur d'Alene, ID 83814  
208/769-2252  
cdahlberg@cdaid.org



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OTHER BUSINESS

ORDINANCE NO. \_\_\_\_\_  
COUNCIL BILL NO. 16-1013

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM MH-8 (MOBILE HOME AT 8 UNITS/ACRE) TO R-12 (RESIDENTIAL AT 12 UNITS/ACRE), SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: +/- .91 ACRE PARCEL LOCATED AT 3045 N. FRUITLAND LANE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

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

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

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

**The East Half of Tract 40, FRUITLANDS ADDITION according to the plat recorded in the Office of the County Recorder in Book C of Plats Page 12, Records of Kootenai County, Idaho.**

is hereby changed and rezoned from MH-8 (Mobile Home at 8 units/acre to R-12 (Residential at 12 units/acre).

**SECTION 2.** That the following conditions precedent to rezoning are placed upon the rezone of the property:

**SECTION 3.** That the Zoning Act of the City of Coeur d'Alene, known as Ordinance No. 1691, Ordinances of the City of Coeur d'Alene, is hereby amended as set forth in Section 1 hereof.

**SECTION 4.** That 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 5.** All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 6.** 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 July 5, 2016.*

APPROVED this 5<sup>th</sup> day of July, 2016.

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Steve Widmyer, Mayor

ATTEST:

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Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_

**Zone Change – ZC-1-16**

**+/- .91 acre parcel located at 3045 N. Fruitland Lane**

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM MH-8 (MOBILE HOME AT 8 UNITS/ACRE) TO R-12 (RESIDENTIAL AT 12 UNITS/ACRE), SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: +/- .91 ACRE PARCEL LOCATED AT 3045 N. FRUITLAND LANE; 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.

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Renata McLeod, City Clerk

**STATEMENT OF LEGAL ADVISOR**

I, Randall R. Adams, am a Chief Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. \_\_\_\_\_, Zone Change – ZC-1-16 a +/- .91 acre parcel located at 3045 N. Fruitland Lane, 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 5<sup>th</sup> day of June, 2016.

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Randall R. Adams, Chief Civil Deputy City Attorney