



Coeur d'Alene

CITY COUNCIL MEETING

August 18, 2015

MEMBERS OF THE CITY COUNCIL:

Steve Widmyer, Mayor

Council Members Adams, Edinger, 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

August 4, 2015

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 August 4, 2015 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

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

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

INVOCATION: An invocation was provided by Pastor Jim Williams with the Emmanuel Baptist Church.

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

RECYCLE PROGRAM UPDATE: Tami Yager, Waste Management Public Sector Services Manager, provided a presentation regarding the single stream recycle center. She explained that they have provided curbside recycling in Coeur d'Alene since 1993. Originally, recycling was conducted by individuals sorting materials into separate bins. Currently, single stream items are all placed in one bin and sorted at the facility. A dramatic increase in participation occurred with the single stream system, wherein 75% of the customers participate versus 28% participation with the old system. Ms. Yager explained that the materials go to the recovery facility located in Spokane, where they are separated into recyclable materials. She reviewed the items that can go into the cart to include paper, plastic bottles, steel, tin, and aluminum. Success depends on customers placing allowable items in the cart; and the processing abilities of the recovery facility and the capability of the equipment; as well as the end-market demand and volume to create value. She invited Council to visit their "smart facility" in Spokane. She reiterated that recycling makes sense as it creates jobs, conserves natural resources, saves energy, conserves water and reduces pollution and greenhouse gas emissions.

Councilmember Gookin asked for clarity regarding what can be placed in the bin. Mr. Range, Area Recycling Manager for Waste Management, explained that a pizza box would not be acceptable due to the grease which contaminates recyclables. Additionally, bottle cap lids are too small and they end up in the residue after processing; however, labels outside of containers

can stay on. He clarified that anything that contained food should be rinsed out. Councilmember Gookin asked for clarification regarding the recent newspaper article that stated that bundles of paper could not be used due to contamination. Mr. Range stated that the ‘smart center’ has not sold Inland Empire Paper any paper yet; rather, they sell domestically to ten different mills in the northwest. Ms. Yager explained that Inland Empire Paper prefers to purchase elsewhere because if cardboard gets mixed in with newspapers they have to do extra processes. Councilmember Gookin asked if there were other options than single stream. Ms. Yager explained that the City had dual stream type recycling before; however, separating items into separate bins causes more work for citizens, which causes less participation. Councilmember Gookin asked why glass is not included in our recycling program. Ms. Yager said that there are costs added to include glass as it is hard on trucks and equipment. She noted that if the Council wants to explore that option they are willing to discuss it further. Mr. Roberge, Waste Management District Manager, explained that he has been talking with staff member Bill Greenwood regarding recycling in the park and is willing to work with the City to make it work. Additionally, they had recycling at Art on the Green and with the Kiwanis in the park, which was very successful. Councilmember Edinger commended Waste Management for their support to the community and the Recreation Department.

MEGHAN GREGG RECOGNITION: Parks and Recreation Director Steve Anthony explained that on July 15, 2015 during a co-ed softball game a player had a heart attack. Former emergency room Nurse Meghan Gregg and off-duty Kootenai Fire Division Chief Heath Sheppard (who was unable to attend tonight), were also playing and conducted life saving actions. He presented Meghan Gregg with a plaque in recognition of her aid. Deputy Fire Chief Tom Grief thanked Ms. Gregg for her actions and explained that 400,000 people a year have sudden cardiac arrest in public and have a survivability rate of less than 9%. She and Mr. Sheppard’s action of providing aid until Fire personnel arrived on scene saved this gentleman’s life. Family members of the citizen expressed their thanks and explained that he was only 56 years old and ended up having 6 bypasses and the actions at the field saved his life.

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

1. Approval of Council Minutes for July 14, 2015 and July 21, 2015.
2. Approval of Bills as Submitted.
3. Setting of Public Hearings for September 1, 2015
 - a. V-15-3 – Vacation of a portion of excess E. Sherman Avenue right-of-way adjoining the northerly boundary of Lots 1 and 2, Block A of the Boughton and Kelso Addition Plat.
 - b. V-15-5 – Vacation of a portion of excess Government Way right-of-way adjoining the westerly boundary of Lot 1, Block 1 of the Government Way Commercial Park Plat.
4. Setting of General Services and Public Works Committees meetings for August 10, 2015 at 12:00 noon and 4:00 p.m. respectively.
5. Approval of Final Plat for S-7-14; Mill River 5th Addition.
6. Approval of Cemetery Lot transfer from Gary and Natalie Baily to Douglas Baily; Lot 23, Block 03, Section N of Forest Cemetery.

7. Approval of Cemetery Lot transfer from Mary Jo Mitton to Anne Solomon; Lots 30, 40, and 50, Section A of Riverview Section of Forest Cemetery.
8. Approval of Beer and Wine License for Avanico 3 Inc.; 1211 E. Sherman Avenue (transfer)
9. **Resolution No. 15-036** - A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVING A LEASE AGREEMENT WITH FATBEAM, LLC FOR DARK FIBER BETWEEN CITY HALL AND THE POLICE DEPARTMENT; APPROVING A MUTUAL ASSISTANCE COMPACT WITH THE CITY OF POST FALLS; APPROVING A MEMORANDUM OF AGREEMENT WITH RYEIG, LLP, MILL RIVER 5TH ADDITION, SETTING FORTH THE PLANNED UNIT DEVELOPMENT PUD-4-04M2.

DISCUSSION: Councilmember Miller stated that the vacation for a portion of East Sherman Avenue right-of-way includes an area with trees and she asked that staff address the tree issue at the public hearing. She requested the following clarifications to the Minutes to the Budget workshop held July 14, 2015: During the discussion regarding the City issuing electrical permits, she asked if permit fees would be the same as what the State currently charges, and it was stated that they will stay the same. Additionally, it was clarified that the Permit Coordinator position is tied to the Electrical Inspector position. It should also be clarified that the Library Reference position will not be working full time at the high school annex, but rather be a shared duty position within the Library. Councilmember Gookin reminded the Council that item C of Resolution No. 15-036 was discussed a long time ago and Council requested that the CC&R's be adopted and he verified that they have been adopted.

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

COUNCIL COMMENTS:

Mayor Widmyer announced that it was Councilmember Evan's birthday this evening. Happy Birthday wishes were given by all present.

Councilmember Gookin expressed concern with various issues within the downtown including height restrictions and parking. He is specifically concerned with parking spaces required versus trading parking spaces through "fees in lieu of" and thought the Council should discuss the policy in the near future. Additionally, he felt handicap parking spaces should be reviewed in the downtown area, even though it would be expensive to fix. City Attorney Mike Gridley stated that the "fee in lieu of" money is dedicated toward development of other parking areas in the downtown area. Finance Director Troy Tymesen clarified the fee is \$10,000 per car parking space. City Administrator Jim Hammond noted that the Planning Commission and Design Review Commission will be meeting soon to discuss these issues.

RESOLUTION NO. 15-037

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING A NOTICE OF TIME AND PLACE OF PUBLIC HEARING OF THE PROPOSED BUDGET FOR FISCAL YEAR 2015-2016, AND INCLUDING PROPOSED EXPENDITURES BY FUND AND/OR DEPARTMENT, AND STATEMENT OF THE ESTIMATED REVENUE FROM PROPERTY TAXES AND THE TOTAL AMOUNT FROM SOURCES OTHER THAN PROPERTY TAXES OF THE CITY FOR THE ENSUING FISCAL YEAR AND LISTING EXPENDITURES AND REVENUES DURING EACH OF THE TWO (2) PREVIOUS FISCAL YEARS, AND PROVIDING FOR PUBLICATION OF THE SAME.

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the following be and the same is hereby adopted as an Estimate of Expenditures and Anticipated Revenue of the City of Coeur d'Alene for the fiscal year beginning October 1, 2015:

	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16
	ACTUAL	ACTUAL	BUDGET	PROPOSED
GENERAL FUND EXPENDITURES:				
Mayor and Council	212,564	231,469	\$ 237,027	\$ 247,345
Administration	355,570	293,956	294,883	305,263
Finance Department	665,024	706,659	735,744	798,079
Municipal Services	1,389,954	1,404,951	1,572,290	1,587,774
Human Resources	277,807	188,041	246,929	264,861
Legal Department	1,435,417	1,497,194	1,515,048	1,200,180
Planning Department	487,582	371,593	549,988	558,908
Building Maintenance	389,617	416,293	480,102	497,773
Police Department	9,799,043	10,331,666	11,216,460	13,272,575
Drug Task Force	76,085	114,452	25,710	29,710
ADA Sidewalks	212,635	245,279	265,657	
Byrne Grant - Police Dept	291,124	107,459		
COPS Grant - Police Dept	79,046		169,690	
Fire Department	7,838,051	8,017,461	8,265,708	13,567,735
General Government	942,467	816,806	49,150	49,250
Engineering Services	1,374,698	2,037,857	1,287,825	1,306,016
Streets/Garage	2,317,317	2,828,787	2,666,577	2,898,101
Parks Department	1,766,407	1,789,570	1,992,380	1,973,062
Recreation Department	699,757	696,380	796,341	723,984
Building Inspection	743,973	810,201	877,057	1,070,719
TOTAL GENERAL FUND EXPENDITURES:	\$ 31,354,138	\$ 32,906,074	\$ 33,244,566	\$ 40,351,335

	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16
	ACTUAL	ACTUAL	BUDGET	PROPOSED
SPECIAL REVENUE FUND EXPENDITURES:				
Library Fund	\$ 1,232,907	\$ 1,287,479	\$ 1,387,111	\$ 1,509,151
Community Development Block Grant	81,579	130,824	359,966	529,424
Impact Fee Fund	1,109,884	386,665	194,956	1,842,000
Parks Capital Improvements	1,528,058	222,784	244,000	524,000
Annexation Fee Fund	70,000	14,000	68,500	
Insurance / Risk Management	243,107	389,045	570,000	372,000
Cemetery Fund	241,446	261,509	284,190	304,272
Cemetery Perpetual Care Fund	97,267	97,102	97,500	127,500
Jewett House	36,742	31,205	67,089	29,355
Reforestation/Street Trees/Community Canopy	65,016	116,775	68,500	103,500
Arts Commission	5,580	5,810	6,750	7,300
Public Art Funds	185,066	226,678	210,600	324,000
TOTAL SPECIAL FUNDS:	\$ 4,896,652	\$ 3,169,876	\$ 3,559,162	\$ 5,672,502

ENTERPRISE FUND EXPENDITURES:				
Street Lighting Fund	524,154	627,501	\$ 535,600	\$ 584,150
Water Fund	6,904,414	5,803,925	8,325,955	8,345,682
Wastewater Fund	12,445,162	8,518,679	14,709,771	16,265,161
Water Cap Fee Fund	255,142	783,477	700,000	850,000
WWTP Cap Fees Fund	445,948	549,458	1,913,000	2,500,000
Sanitation Fund	3,405,679	3,540,135	3,560,334	3,737,479
City Parking Fund	556,108	562,447	220,839	167,896
Drainage	867,755	630,234	1,179,109	1,257,307
TOTAL ENTERPRISE EXPENDITURES:	\$ 25,404,362	\$ 21,015,856	\$ 31,144,608	\$ 33,707,675
FIDUCIARY FUNDS:	2,540,048	2,504,846	\$ 2,575,420	\$ 2,661,900
STREET CAPITAL PROJECTS FUNDS:	418,057	1,586,777	3,257,500	2,842,000
DEBT SERVICE FUNDS:	1,302,955	1,254,006	1,249,016	796,247
GRAND TOTAL OF ALL EXPENDITURES:	\$ 65,916,212	\$ 62,437,435	\$ 75,030,272	\$ 86,031,659

ESTIMATED REVENUES:	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16
	ACTUAL	ACTUAL	BUDGET	PROPOSED
Property Taxes:				
General Levy	\$ 16,441,980	\$ 16,890,992	\$ 17,290,076	\$ 17,747,290
Library Levy	1,218,117	1,207,557	1,273,511	1,472,116
Policeman's Retirement Fund Levy	155,752	154,349	152,000	152,000
Comprehensive Liability Plan Levy	15	7	489,513	339,513
Fireman's Retirement Fund Levy	250,000	250,000	250,000	250,000
2006 and 2008 G.O. Bond Levy	1,169,484	1,161,372	1,144,140	875,900
TOTAL REVENUE FROM PROPERTY TAXES:	\$ 19,235,348	\$ 19,664,277	\$ 20,599,240	\$ 20,836,819

	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16
	ACTUAL	ACTUAL	BUDGET	PROPOSED
ESTIMATED OTHER REVENUES:				
Interfund Transfers	\$ 3,520,319	\$ 3,278,399	\$ 5,145,966	\$ 7,992,523
Beginning Balance	31,521,071	30,517,419	20,879,658	20,365,668
Other Revenue:				
General Fund	14,152,388	14,340,232	13,903,257	19,680,299
Library Fund	38,712	39,320	38,600	37,035
Community Development Block Grant	81,621	130,782	359,966	529,424
Parks Capital Improvement Fund	184,381	253,978	142,500	133,500
Insurance/Risk Management	2,717	331		
Cemetery	171,703	133,140	173,592	181,627
Annexation Fee Fund	14,256	116,542		
Impact Fee Fund	1,232,779	1,292,842	1,302,500	904,000
Cemetery Perpetual Care Fund	626	25,786	43,000	5,200
Jewett House	74,749	25,878	13,000	18,000
Reforestation	9,744	32,601	5,000	5,000
Street Trees	77,874	87,109	56,000	83,060
Community Canopy	1,283	1,123	1,500	1,500
Arts Commission	6,494	5,531	7,700	7,300

Public Art Funds	114,414	122,256	113,000	113,000
Street Lighting Fund	498,802	505,779	504,075	510,075
Water Fund	4,640,575	4,633,704	4,389,300	4,577,900
Wastewater Fund	6,641,122	7,281,821	6,999,200	9,324,000
Water Capitalization Fees	1,053,444	1,133,554	903,200	853,200
WWTP Capitalization Fees	1,895,311	2,591,976	2,002,500	1,302,500
Sanitation Fund	3,252,029	3,681,654	3,560,334	3,937,479
City Parking Fund	141,911	185,000	220,839	250,000
Drainage	770,044	1,014,657	1,015,320	1,019,682
Fiduciary Funds	2,291,236	39,986	2,344,420	2,439,600
Capital Projects Fund	225,152	1,272,787	2,940,044	1,315,000
Debt Service Fund	79,765	76,251	8,500	6,760
SUMMARY:	FY 2012-13	FY 2013-14	FY 2013-14	FY 2014-15
	ACTUAL	ACTUAL	BUDGET	PROPOSED
PROPERTY TAXES	\$ 19,235,348	\$ 19,664,277	\$ 20,599,240	\$ 20,836,819
OTHER THAN PROPERTY TAXES	72,694,522	72,820,438	67,072,971	75,593,332
TOTAL ESTIMATED REVENUES	\$ 91,929,870	\$ 92,484,715	\$ 87,672,211	\$ 96,430,151

STAFF REPORT: Mr. Tymesen explained that this request is to set the public hearing for September 1 and set the high water mark (\$86,031,659) in expenditures for the 2015-2016 Fiscal Year Financial Plan (Annual Appropriation). He explained that the purpose of the Resolution is to establish a ceiling for expenditures and to disclose the potential property tax revenue necessary to balance the budget at this time. The revenue includes 1.75% in property tax revenue, new growth, with no foregone property taxes. He reviewed the amount of taxes the City has taken over the past 6 years; to include 1.5% in 2010 and 1.75% proposed this year. All other years were 0%. He explained that the Fund Balance is at \$6,100,000 which is 14.5% of General Fund expenses. New construction dollars are estimated at \$827,349 (as provided by the County today). Personnel expenses have been modified since the last meeting, as this budget proposed 23 FTE, and it is recommended that the hiring of police be staggered throughout the year and fire staff be hired in the latter part of the fiscal year. The City-wide valuation provided by the County is \$3.2 Billion, with a levy rate of \$6.32/\$1,000 of valuation; which is lower than the \$6.46/1,000 valuation from last year. Cash flow includes new growth, highway/sales/liquor taxes, Firefighter Retirement Fund, Legal Department reorganization and 1.75% in property tax. Expenses include G.O. Bond items, Fire Station No. 4, health insurance, COLA, Merit increases, and new positions. Mr. Tymesen provided examples of property taxes based on home valuations. He clarified that the changes to the budget presented were suggested to provide a comfortable cash flow.

MOTION: Motion by McEvers, seconded by Edinger, to approve Resolution No. 15-037 Setting Preliminary Budget for Fiscal Year 2015-2016 and scheduling a public hearing for September 1, 2015.

DISCUSSION: Councilmember Edinger asked for clarity on how extreme the staggered hiring of new police would be. Mr. Tymesen explained that he will work with the Police Chief but he needs to save \$100,000. Councilmember Miller asked if there was a proposed elimination of one or two utility workers. Mr. Tymesen stated that both positions will be removed by the September 1 public hearing. Councilmember Adams asked Mr. Tymesen to explain the importance of the fund balance being 14% of expenses. Mr. Tymesen explained that the cash that an organization has on hand is strength as it demonstrates that the Council has been great stewards of the city dollars. In the recent bond transaction the City was 40 basis points better than what was anticipated, which equaled 8/10 of 1%. Additionally, risk goes up with less cash in the General Fund. During the recession the City did not go into debt or have any layoffs and did not have to borrow. He further explained that there is no contingency fund in an \$80,000,000 budget so the contingency is that the City doesn't run 100% personnel during the entire year. As positions become vacant the City has savings which is the contingency. Councilmember Gookin asked if the Council would have time to make more cuts. Mr. Tymesen clarified that this is not the final budget. Councilmember McEvers felt it was great to be able to hire staff this fiscal year as the City has been lean for so long and thanked staff for their efforts in creating this budget. Councilmember Evans thanked Troy for his work on the budget and asked for clarification regarding the Division Chief position. Mr. Tymesen stated that the position was tied to a need for an emergency medical services chief, as 75% of calls are medical. Mayor Widmyer echoed that there was a lot of work done to prepare this budget and he is proud of this budget as it includes the number one goal of providing more public safety. He reminded staff and Council that this is only partially funding nine firefighters and six police officers as funding will be needed next year too.

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

PUBLIC COMMENTS:

Barb Crumpacker, Coeur d'Alene, expressed concern regarding parking on East Lakeshore, specifically between 11th and 12th Street in front of the city-owned portion of the beach. She noted that it is marked "no parking" and asked the Council to allow parking as it is a heavily used beach. Councilmember Evans stated that she serves on the Parking Commission and this topic was discussed today. She explained that the five to six spots in front of the beach have been marked "no parking" so emergency vehicles could access the beach. Recent new signage was installed; however, this area was no parking previously. Mr. Tymesen stated that the fire boat is moored at the 11st Street dock, so it is even more important to have safety access. Ms. Crumpacker explained that the paddle board and kayak companies are parked in the spot daily.

Gregg Johnson, Coeur d'Alene, said he represents the Mid-town property owners and he is concerned about the lack of updates regarding the proposed Ignite midtown project on 4th Street.

He clarified that the group continues to meet weekly at Kelly's Bar and Grill on the 4th Monday of every month at 6:30 p.m.

Ben Mellow, Coeur d'Alene, thanked Waste Management for their presentation. He referenced the recent "My Turn" article he wrote in the Press regarding the Inland Empire Paper Company. He expressed concern with the recycling and lack thereof in the Coeur d'Alene Parks. He clarified that he had an email from the Manager at Inland Empire Paper that states that the bails of paper were unusable. Mr. Mellow explained that he is passionate about recycling. Councilmember Gookin explained that he was told by staff that they will pull the clear recycle bags from the bins so they can see that non-recyclables are included in the bag. Mr. Mellow thought that the Sandpoint festival is a good example and that he would like to work with the Vision 2030 group. Additionally, he feels that glass recycling is a big item.

Steve Roberge, Dalton Gardens, confirmed that Waste Management would work with Kootenai Environmental Alliance to increase recycling and offered them a tour of the facility. He clarified that he spoke with every manager at Inland Empire Paper and there were no bails of paper from Waste Management that were marked as garbage. He reiterated that they will work with the Parks Department.

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

The meeting adjourned at 7:08 p.m.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

RESOLUTION NO. 15-038

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVING S-3-12, COEUR D'ALENE PLACE 24TH ADDITION, FINAL PLAT, ACCEPTANCE OF PUBLIC IMPROVEMENTS, MAINTENANCE /WARRANTY AGREEMENT AND SECURITY; APPROVING THE DECLARATION OF SURPLUS OF 25 G.E. LIGHT FIXTURES FROM MCEUEN PARK; AND APPROVING A BID AWARD AND AGREEMENT WITH BIG SKY DEVELOPMENT, INC. FOR THE B-INTERCEPTOR PROJECT FOR THE WASTEWATER UTILITY.

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

- A) Approving S-3-12, Coeur d'Alene Place 24th Addition, Final Plat, Acceptance of Public Improvements, Maintenance /Warranty Agreement and Security;
- B) Approving the Declaration of Surplus of 25 G.E. Light Fixtures from McEuen Park;
- C) Approving a Bid Award and Agreement with Big Sky Development, Inc. for the B-Interceptor Project for the Wastewater Utility;

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 C" 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 18th day of August, 2015.

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 ADAMS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

**CITY COUNCIL
STAFF REPORT**

DATE: August 18, 2015
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: Coeur d'Alene Place 24th Addition: Final Plat Approval, Acceptance of Improvements, Maintenance/Warranty Agreement and Security Approval

DECISION POINT

Staff is requesting the following:

1. Approval of the final plat document, a twenty-eight (28) lot residential development.
2. Acceptance of the installed public infrastructure improvements for the Coeur d'Alene Place 24th Addition.
3. Approval of the Maintenance/Warranty Agreement and security.

HISTORY

- a. Applicant: Kevin Schneidmiller
Greenstone-Kootenai II, Inc.
1421 N. Meadowwood Lane
Suite 200
Liberty Lake, WA 99019
- b. Location: Between Cornwall Street and Courcelles Pkwy, adjacent to Skyway Elementary School.
- c. Previous Action:
 1. Final plats of CdA Place through the 16th Addition 1994 – 2008.
 2. Final plats of CdA Place 17th – 23rd Additions, 2010 - 2014.

FINANCIAL ANALYSIS

The developer is installing the required warranty bond (10%) to cover any maintenance issues that may arise during the one (1) year warranty period that will commence upon this approval, and terminate, on August 18, 2016. The amount of the security provided is \$33,456.00.

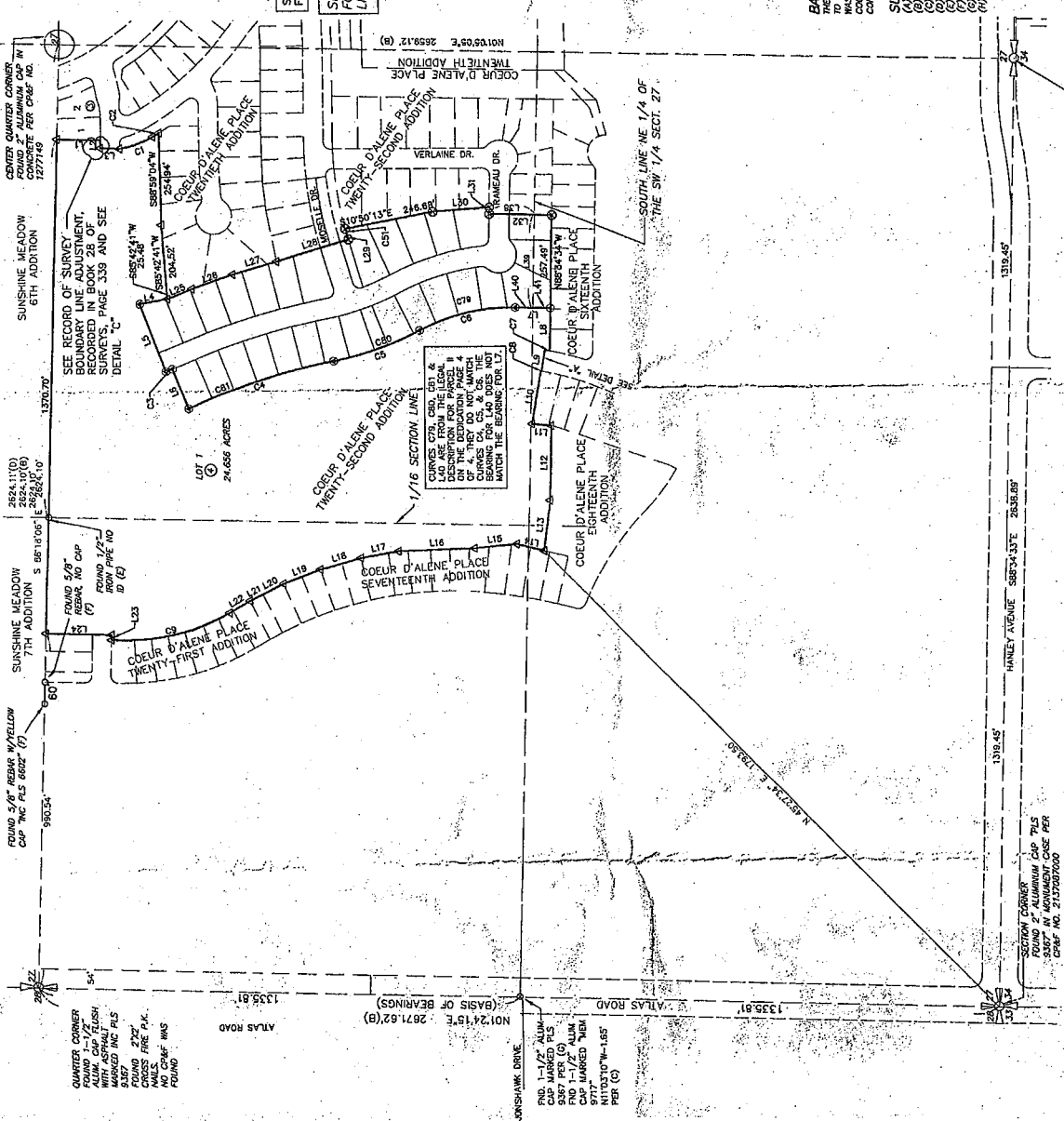
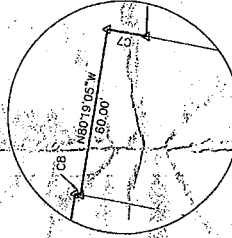
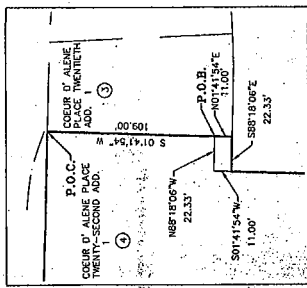
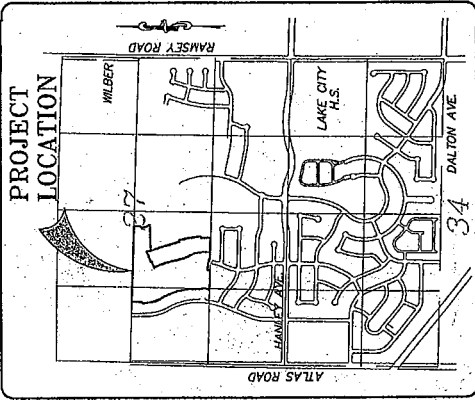
PERFORMANCE ANALYSIS

The developer has installed all of the required public infrastructure, and the responsible City departments have approved the installations and found them ready to accept. Acceptance of the installed improvements will allow the issuance of all available building permits for this phase of the development, and, Certificate of Occupancy issuance upon completion. The City maintenance would be required to start after the one (1) year warranty period expires on August 18, 2016.

DECISION POINT RECOMMENDATION

1. Approve the final plat document.
2. Accept the installed public infrastructure improvements.
3. Approve the Maintenance/Warranty agreement and accompanying security.

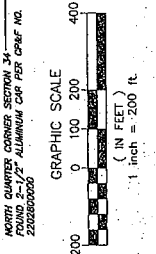
VICINITY MAP
102-10-2382E



BASIS OF BEARINGS
THE BEARING OF N074°15' E ALONG THE WEST LINE OF SECTION 27, ACCORDING TO COEUR D'ALENE FIRST ADDITION, RECORDED IN BOOK G, PAGES 465-468 AND COEUR D'ALENE SECOND ADDITION, RECORDED IN BOOK H, PAGES 515-518, PLANE COORDINATE SYSTEM, WEST ZONE, USING NAD83 (92) COORDINATES, THE CONVERGENCE ANGLE AT THE SOUTHWEST CORNER OF SECTION 27 IS 0°04'26.60".

SURVEY REFERENCES
(1) COEUR D'ALENE SECOND ADDITION, RECORDED IN BOOK K OF PLATS, PAGES 459-458
(2) COEUR D'ALENE PLACE FIRST ADDITION, RECORDED IN BOOK G OF PLATS, PAGES 465-468
(3) SORBORENE ADDITION, RECORDED IN BOOK K OF PLATS, PAGES 59-58F
(4) COEUR D'ALENE SECOND ADDITION, RECORDED IN BOOK H OF PLATS, PAGES 515-518
(5) SUNSHINE MEADOW, SEVENTH ADDITION, RECORDED IN BOOK J OF PLATS, PAGES 182-182D
(6) HANLEY AVENUE, RECORDED IN BOOK J OF PLATS, PAGES 203-203B
(7) RECORD OF SURVEY, RECORDED IN BOOK 28 OF SURVEYS, PAGE 339

**COEUR D'ALENE PLACE
TWENTY-FOURTH ADDITION**
A PLAT OF PARCEL "A" OF
RECORD OF SURVEY, RECORDED IN BOOK 28 OF
SURVEYS, PAGE 339
LOCATED IN THE SOUTHWEST QUARTER OF
SECTION 27, TOWNSHIP:51 NORTH, RANGE 4,
WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO



RFK LAND SURVEYING, INC.		PROJECT	
1420 WEST GARLAND AVENUE	SPokane, WA 99205	SCALES AS NOTED	PROJECT 15-131
TEL: (509) 324-7861	FAX: (509) 327-7249	DATE	SHEET
E-MAIL: land@rfkland.com		06/18/15	1 OF 4
		DATE	FIELD BOOK
		06/18/15	B2

QUARTER CORNER
ALUMINUM CAP
MARKED WITH
WOODEN P.N.
CORNER MARKS
FOUND

QUARTER CORNER
ALUMINUM CAP
MARKED WITH
WOODEN P.N.
CORNER MARKS
FOUND

QUARTER CORNER
ALUMINUM CAP
MARKED WITH
WOODEN P.N.
CORNER MARKS
FOUND

QUARTER CORNER
ALUMINUM CAP
MARKED WITH
WOODEN P.N.
CORNER MARKS
FOUND

QUARTER CORNER
ALUMINUM CAP
MARKED WITH
WOODEN P.N.
CORNER MARKS
FOUND

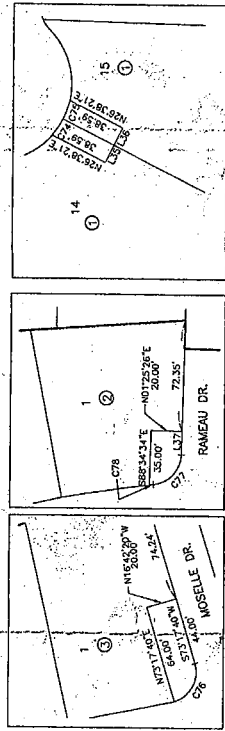
QUARTER CORNER
ALUMINUM CAP
MARKED WITH
WOODEN P.N.
CORNER MARKS
FOUND

QUARTER CORNER
ALUMINUM CAP
MARKED WITH
WOODEN P.N.
CORNER MARKS
FOUND

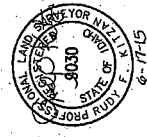
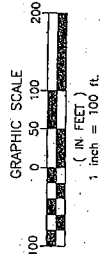
LEGEND

- ⊙ SET 5/8" X 30" REBAR WITH ALUMINUM CAP MARKED "KITZAN 9030" TO BE SET ON OR BEFORE ONE YEAR SUBSEQUENT TO THE RECORDING OF THIS PLAT IN ACCORDANCE WITH IDAHO CODES 50-1331 AND 50-1333.
- ⊙ SET 5/8" X 30" REBAR WITH ORANGE OR YELLOW PLASTIC CAP MARKED "KITZAN 9030".
- ⊙ SET TACK & TAG "KITZAN 9030".
- ⊙ SET 1/2" X 24" REBAR WITH YELLOW PLASTIC CAP MARKED "KITZAN 9030" OR LEAD PLUGS WITH TAG "KITZAN 9030", TO BE SET ON OR BEFORE ONE YEAR SUBSEQUENT TO THE DATE OF RECORDING OF THIS PLAT IN ACCORDANCE WITH IDAHO CODES 50-1331, 50-1332 AND 50-1333.
- FOUND AS NOTED

TOTAL AREA=22.375 ACRES



DETAIL "B"
DRAINAGE EASEMENT LOTS 14 & 15, BLOCK 1, LOT 1,
BLOCK 2 AND LOT 1, BLOCK 3
SCALE 1"=50'



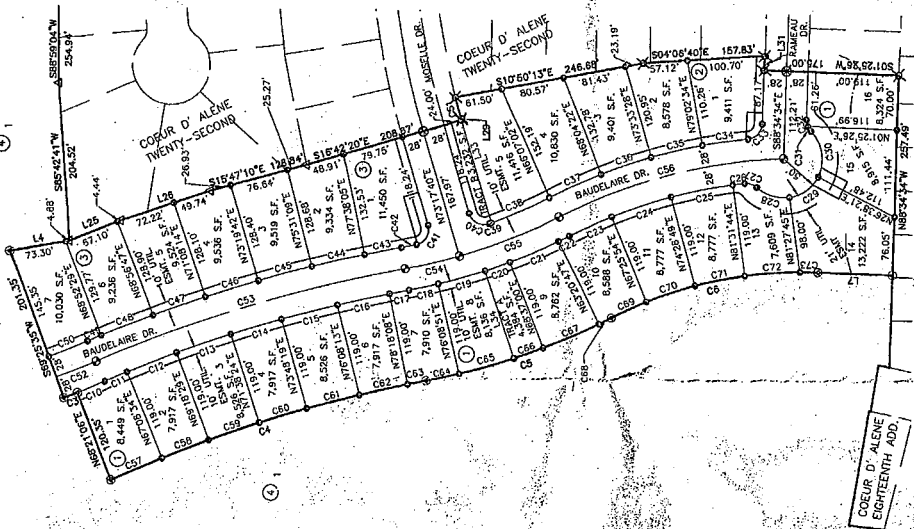
**COEUR D' ALENE PLACE
TWENTY-FOURTH ADDITION**

RECORD OF SURVEY, RECORDED IN BOOK 28 OF SURVEYS, PAGE 339
A PLAT OF PARCEL "A" OF
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 51 NORTH, RANGE 4
WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

RFK LAND SURVEYING INC.

1420 WEST GARLAND AVENUE
SPOKANE, WA 99205
PHONE (509) 837-2248
FAX (509) 837-2249
E-MAIL: land@rfkwestoffice.net

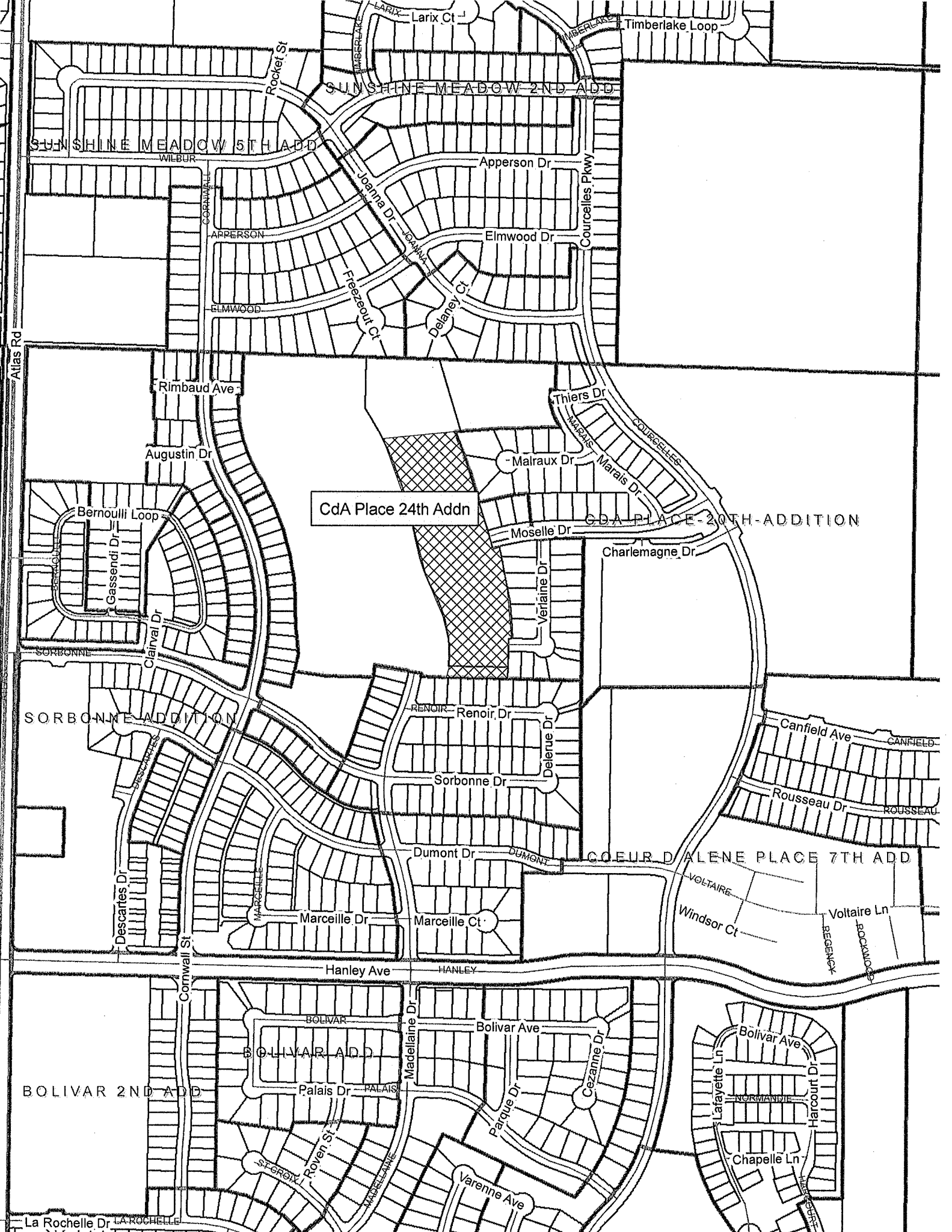
APPROVED	SCALE	PROJECT
DATE	AS NOTED	15-131
06/16/15	SHEET	2 OF 4
06/16/15	FIELD BOOK	62



SEE PAGE 3 OF THIS
FOR CURVE AND LINE
TABLES

BASIS OF BEARINGS
THE RECORDING OF THIS PLAT IS ALONG THE WEST LINE OF SECTION 27, RECORD OF SURVEY, RECORDED IN BOOK 28 OF SURVEYS, PAGE 339. BEARINGS FOR THIS PLAT PER IDAHO STATE PLANE COORDINATE SYSTEM USING 1983 NORTHWEST CORNER OF SECTION 27 IS 00°47'56.60.

SURVEY REFERENCES
(A) COEUR D'ALENE PLACE TWENTY-SECOND ADDITION, RECORDED IN BOOK K OF PLATS, PAGES 455-458
(B) COEUR D'ALENE PLACE TWENTY-FOURTH ADDITION, RECORDED IN BOOK G OF PLATS, PAGES 340-348
(C) COEUR D'ALENE PLACE TWENTY-FIFTH ADDITION, RECORDED IN BOOK K OF PLATS, PAGES 564-568
(D) COEUR D'ALENE PLACE TWENTY-SIXTH ADDITION, RECORDED IN BOOK J OF PLATS, PAGES 36-38C
(E) SUNSHINE MEADOW SEVENTH ADDITION, RECORDED IN BOOK J OF PLATS, PAGES 192-192D
(F) RECORD OF SURVEY, RECORDED IN BOOK 28 OF SURVEYS, PAGE 339



CdA Place 24th Addn

CdA PLACE-20TH-ADDITION

SORBONNE ADDITION

COEUR D'ALENE PLACE 7TH ADD

BOLIVAR 2ND ADD

BOLIVAR ADD

La Rochelle Dr LA ROCHELLE

Project Name: Project Number:	CDA PLACE 24th Addition 8-124000	Rameau DR.	Moselle Dr.	Baudelaire I	per unit	cost	tax	TOTAL COST (Includes Allocations)
Street Names	length width	101 30	152 30	1000 30				
45 Radius	6358.5 area - sq ft	0 3030	4560	30000				
Expenses								
9-0120 Storm Drainage	0 Single Depth DW			1	\$ 1,950.00	1,950	0	
	0 Double Depth DW			6	\$ 2,450.00	14,700	0	
	0 CMP 8"				\$ 16.50	0	0	
	0 CMP 12"				\$ 21.00	0	0	
	0 CMP 18"				\$ 28.00	0	0	
	0 HDPE 24"				\$ 32.00	0	0	
	0 HDPE 30"				\$ 43.00	0	0	
	0 Type I CB				\$ 1,450.00	0	0	
	0 Type II CB				\$ 2,200.00	0	0	
	0 Sidewalk Vaults			5	\$ 850.00	4,250	0	
	0 208' ponds			2200	\$ 0.97	2,134	0	
	0 Rip Rap				\$ 500.00	0	0	
	0 Splash Pads				\$ 100.00	0	0	
	0 Hydroseed			2200	\$ 0.15	330	0	23,364
9-0130 Sewer	0 6" mainline				\$ 26.00	0	0	
	0 8" mainline	100	155	1000	\$ 28.00	35,140	0	
	0 10" mainline				\$ 36.00	0	0	
	0 12" mainline				\$ 39.00	0	0	
	0 12" forced main				\$ 41.00	0	0	
	0 6" forced main				\$ 32.00	0	0	
	0 Manholes	1		4	\$ 2,900.00	14,500	0	
	0 Manholes-Main				\$ 300.00	0	0	
	0 services	2		26	\$ 750.00	21,000	0	
	0 8" cleanout				\$ 500.00	0	0	
	0 Excessive depth				\$ -	0	0	
	0 sleeving				\$ 150.00	0	0	
	0 Tie in	1	1		\$ 1,400.00	2,800	0	
	0 boring				\$ -	0	0	73,440
9-0140 Water	0 6" mainline				\$ 30.00	0	0	
	0 8" mainline	95	150	1012	\$ 32.00	40,224	0	
	0 10" mainline				\$ 36.00	0	0	
	0 12" mainline				\$ 42.00	0	0	
	0 Fire Hydrants			2	\$ 4,500.00	9,000	0	
	0 blow offs			1	\$ 750.00	750	0	
	0 air vacs				\$ 1,949.00	0	0	
	0 Services	2		25	\$ 1,950.00	52,650	0	
	0 irrigation service				\$ 5,000.00	0	0	
	0 irrigation sleeving				\$ 16.00	0	0	
	0 Tie in	1	1		\$ 1,400.00	2,800	0	105,424
9-0150 Paving	2" on 4"				\$ 1.35	0	0	

Project Name:	CDA PLACE 24th Addition				per unit	cost	tax	TOTAL COST (Includes Allocations)
Project Number:	8-124000	Rameau DR.	Moselle Dr.	Baudelaire I	\$			
	0	6730	4560	30000	1.70	70,193	0	
Street Names								
	2" on 6"				\$ 2.10	0	0	
	3" on 6"				\$ 2.90	0	0	
	4" on 8"				\$ -	0	0	
	overlay				\$ 4.50	0	0	70,193
	Patching							
9-0151	Curbing				\$ 10.50	0	0	
	Rolled Curb	385	335	1840	\$ 10.50	26,880	0	
	Type "S" Curb				\$ 8.25	0	0	26,880
9-0152	Sidewalk							
	width	202	304	2000	\$ 2.75	34,458	0	
	5 feet				\$ 2.75	0	0	
	6 feet	0			\$ 300.00			
	ada domes				\$ 2,100.00	0	0	
	alley approaches				\$ 22.00	0	0	34,458
	6 ADA Domes							
9-0180	Mailboxes/Street Signs				\$ 2,500.00	0	0	
	0 mail boxes				\$ 400.00	800	0	
	0 street signs monuments	2			\$ 150.00	0	0	800
CONSTRUCTION COSTS								334,559
Warranty/Bond/Amount	10%							\$ 33,456

AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK
Coeur d'Alene Place 24th Addition

THIS AGREEMENT made this ____ day of August, 2015 between Greenstone-Kootenai II, Inc., whose address is 1421 Meadowwood Lane, Suite 200, Liberty Lake, WA 99019, with Kevin Schneidmiller, President, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved the final subdivision plat of Coeur d'Alene Place 24th Addition, a twenty eight (28) lot, residential development in Coeur d'Alene, situated in the Southwest ¼ of Section 27, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho; and

WHEREAS, the Developer completed the installation of certain public improvements in the noted subdivision as required by Title 16 of the Coeur d'Alene Municipal Code and is required to warrant and maintain the improvements for one year; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to maintain and warrant for a period of one year from the approval date of this agreement, the public improvements as shown on the construction plans entitled "Coeur d'Alene Place 24th Addition", signed and stamped by Doug J. Desmond, PE, # 10886, dated May 21, 2015, including but not limited to: sanitary sewer system and appurtenances, potable water system and appurtenances, stormwater drainage swales, drywells and appurtenances, concrete curb and sidewalk, asphalt paving, signing, and, monumentation as required under Title 16 of the Coeur d'Alene Municipal Code.

The Developer herewith delivers to the City, security in a form acceptable to the City, for the amount of Thirty Three Thousand Four Hundred Fifty Six and 00/100 Dollars (\$33,456.00) securing the obligation of the Developer to maintain and warrant the public subdivision improvements referred to herein. The security shall not be released until the 18th day of August, 2016. The City Inspector will conduct a final inspection prior to the release of the security to verify that all installed improvements are undamaged and free from defect. In the event that the improvements made by the Developer were not maintained or became defective during the period set forth above, the City may demand the funds represented by the security and use the proceeds to complete maintenance or repair of the improvements thereof. The Developer further agrees to be responsible for all costs of warranting and maintaining said improvements above the amount of the security given.

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

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

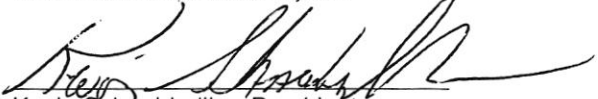
City of Coeur d'Alene

Steve Widmyer, Mayor

ATTEST

Renata McLeod, City Clerk

Greenstone-Kootenai II, Inc.


Kevin Schneidmiller, President

Maintenance/Warranty Agr. re: Res.# 15-_____

**MAINTENANCE
BOND**

**International Fidelity Insurance Company
Newark, New Jersey**

Bond No.: SAIFSU0687747

KNOWN ALL BY THESE PRESENTS: That we Greenstone-Kootenai II, Inc., as Principal, and International Fidelity Insurance Company, a corporation organized and existing under the Laws of the State of New Jersey, as Surety, are held and firmly bound unto the City of Coeur d'Alene, Idaho, as Obligee, in the total sum of ***Thirty Three Thousand Four Hundred Fifty Six Dollars and No Cents*** U.S. Dollars (\$33,456.00*****) for the payment whereof said Principal and Surety bind themselves, jointly and severally, as provided herein.

WHEREAS, the Principal entered into a contract with the Obligee dated May 21, 2015 for Coeur d'Alene Place 24th Addition ("Work").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall maintain and remedy said Work free from defects in materials and workmanship for a period of 1 year(s) commencing on August 18, 2015 (the "Maintenance Period"), then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that any suit under this bond shall be commenced no later than one (1) year from the expiration date of the Maintenance Period; provided, however, that if this limitation is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law, and said period of limitation shall be deemed to have accrued and shall commence to run on the expiration date of the Maintenance Period.

SIGNED this 31st day of July, 2015.

Greenstone-Kootenai II, Inc.
(Principal)

By: [Signature]

International Fidelity Insurance Company

By: [Signature]
Shawn M. Wilson, Attorney-in-Fact

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

SHAWN M. WILSON, NICHOLAS W. PAGET, CHARLA M. BOADLE

Spokane, WA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 22nd day of July, 2014.



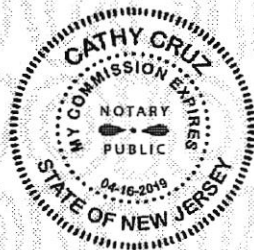
STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 22nd day of July 2014, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 31st day of July, 2015.

MARIA BRANCO, Assistant Secretary

**Staff Report
Parks and Recreation Commission**

Date: August 10, 2015

To: General Service Committee

From: Steve Anthony Recreation Director

Subject: Surplus lights from McEuen Baseball Field

Decision Point: Does the General Services Committee want to recommend to City Council to declare surplus 25 G.E. Light fixtures that were on the Baseball Field at McEuen Park.

History: In 2007 the city purchased approximately 100 light fixtures and steel poles from the Liberty Lake Sports Complex. These lights were later installed on the McEuen Field Baseball Field. The Legion Field was moved to the Southwest corner of Ramsey Pak in the summer of 2014. New lights were installed on the Legion Field (THORCO Field) and the old light fixtures have been in storage since that date. The Parks and Recreation Department has no plans for these fixtures.

Financial Analysis: State Line Speedway has offered to purchase the light fixtures for \$50.00 a fixture and a total of \$1,250.00. The funds would be placed in an account to assisting in installing field lights on Sunset Ball Field #2.

Decision Point: Staff recommends that the light fixtures be declared surplus sold to State Line Speedway for \$1,250.00

PUBLIC WORKS COMMITTEE STAFF REPORT

DATE: August 5, 2015
FROM: Mike Becker, Wastewater Utility Project Manager
SUBJECT: Bid Results for the **2015/16 B-Interceptor Project**

=====

DECISION POINT:

The City Council is requested to authorize staff to award the City of Coeur d'Alene Wastewater (WW) Utility's 2015/16 B-Interceptor Project to the apparent low bidder and proceed with securing a contract for the project.

HISTORY:

In accordance with Idaho Code, this project was advertised in the Coeur d'Alene Press soliciting sealed bids for a project that would reroute a portion of the B-Interceptor, install an energy dissipation device and rehabilitate Manhole M1-09. Sealed Bids were publically opened and read on July 30, 2015.

FINANCIAL ANALYSIS:

The following table summarizes the contractor's bids the City received:

BIDDER NAME	BASE BID	ADD ALT. #1	Total Bid
Big Sky Development, Inc.	\$383,596.50	\$60,772.00	\$444,368.50
T. Lariviere Equipment, Inc.	\$407,279.72	\$80,500.00	\$487,779.72
S & L Underground, Inc.	\$444,297.72	\$99,000.00	\$543,297.72
Engineer's Estimate			\$543,000.00

In accordance to the Bidding Documents, the basis of award is based on the lowest Base Bid and as shown in the table above, Big Sky Development, Inc. out of Hayden provided the lowest Base Bid and overall Bid. The WW planned and budgeted \$800,000 for this project during the FY 2014/15 and has rolled over \$780,000 of the original budget into FY 2015/16.

PUBLIC WORKS COMMITTEE STAFF REPORT

PERFORMANCE ANALYSIS:

The Wastewater Utility has available funds for this project and will not schedule this project to begin until after the beginning of the new fiscal year (October 1, 2015). The Base Bid portion of the project has a substantial completion schedule of 60 calendar days (November 30, 2015) where all street surfaces must be paved prior to winter shutdown. Additive Alternate #1 is tentatively scheduled for early Spring 2016 if a winter shutdown is granted.

This will be the first project the WW Utility has with Big Sky Development, Inc.; however, the contractor has successfully completed numerous private development projects within the City to the satisfaction of the WW Utility.

RECOMMENDATION:

Authorizing staff to award the 2015/16 B-Interceptor Project contract to Big Sky Development, Inc., for the Base Bid of \$383,596.50 plus Additive Alternate #1 of \$60,772.00 for a total bid price of \$444,368.50.

Contract

THIS CONTRACT, made and entered into this 18th day of August, 2015, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as "CITY", and **BIG SKY DEVELOPMENT, INC.**, a corporation duly organized and existing under and by virtue of the laws of the state of IDAHO, with its principal place of business at 10063 N. Navion Dr., Hayden, ID 83835, hereinafter referred to as the CONTRACTOR.

WITNESSETH:

THAT, WHEREAS, the said CONTRACTOR has been awarded the contract for the **B-INTERCEPTOR PROJECT** in Coeur d'Alene, according to plans and specifications on file in the office of the City Clerk of the CITY, which plans and specifications are entitled:

City of Coeur d'Alene – Wastewater Utility - B-Interceptor Project

IT IS AGREED that for and in consideration of the covenants and agreements to be made and performed by the CITY OF COEUR D'ALENE, as hereinafter set forth, the CONTRACTOR shall make improvements as set forth in the said plans and specifications described above, in said city, furnishing all labor and materials therefor according to said plans and specifications and under the penalties expressed in the performance bond bearing even date herewith, and which bond with said plans and specifications are hereby declared and accepted as parts of this contract. All material shall be of the high standard required by the said plans and specifications and approved by the Water Superintendent, and all labor performed shall be of first-class workmanship.

The CONTRACTOR shall employ appropriate means to prevent accidents and defend the CITY from all claims for injury to person or property resulting from the CONTRACTOR's actions or omissions in performance of this contract, and to that end shall maintain insurance of the type and in the amount specified in the Contract Documents, it being the intention that the minimum limits shall be those provided for under Chapter 9, Title 6, Section 24 of the Idaho Code. Certificates of insurance providing at least thirty (30) days written notice to the City prior to cancellation of the policy shall be filed in the office of the City Clerk.

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

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

The CITY OF COEUR D'ALENE, the CITY, shall pay to the CONTRACTOR for the work, services and materials herein provided to be done and furnished by it, a sum not to exceed **\$444,368.50**, as provided

in the Unit Price Schedule. Partial payment shall be made on the third Tuesday of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the contractor has obtained from the Idaho State Tax Commission and submitted to the City a release of liability for taxes (Form 10-248-79). Payment shall be made by the City Treasurer.

ITEM NO.	ITEM DESCRIPTION	EST. QUAN.	UNIT	UNIT PRICE	TOTAL PRICE
BASE BID					
201.4.1.D.1	Removal of Existing Asphalt	2,200	SY	\$1.54	\$3,388.00
307.4.1.G.1	Type "B" Surface Restoration (Superpave HMA, Class SP-3, ½" Aggregate)	2,200	SY	\$22.16	\$48,752.00
401.4.1.A.1	Water Main Pipe - Size 6" - Type C900 DR-18	30	LF	\$66.67	\$2,000.10
404.4.1.A.2	Water Service Pipe – Size 1" – Type AWWA C901 PE CL200	220	LF	\$21.27	\$4,679.40
501.4.1.B.1	Gravity Sewer - Size 24" - Type PVC ASTM 3034 DR-35	396	LF	\$89.95	\$35,620.20
501.4.1.B.1	Gravity Sewer - Size 24" - Type PVC C905 DR-25	6	LF	\$923.17	\$5,539.02
502.4.1.A.1	Sanitary Sewer Manhole – 60" Diameter Doghouse (M1-12A)	1	LS	\$18,977.44	\$18,977.44
502.4.1.A.1	Sanitary Sewer Manhole – 96" Diameter Drop Structure (B1-01A)	1	LS	\$33,662.80	\$33,662.80
502.4.1.A.1	Sanitary Sewer Manhole – 72" Diameter Diversion Structure (B1-01)	1	LS	\$53,618.00	\$53,618.00
502.4.1.G.1	Remove & Dispose of/Abandon Existing Sanitary Sewer Manhole	1	EA	\$545.00	\$545.00
601.4.1.A.1	Storm Drain Pipe - Size 8" - Type PVC ASTM 3034 DR-35	50	LF	\$28.71	\$1,435.50
601.4.1.A.1	Storm Drain Pipe - Size 8" - Type PVC ASTM D2241 CL160	73	LF	\$26.84	\$1,959.32
601.4.1.A.1	Storm Drain Pipe - Size 10" - Type PVC ASTM 3034 DR-35	20	LF	\$84.36	\$1,687.20
601.4.1.A.1	Storm Drain Pipe - Size 12" - Type PVC ASTM 3034 DR-35	20	LF	\$84.36	\$1,687.20
602.4.1.A.1	Storm Drain Manhole - Size 48"	1	EA	\$2,775.20	\$2,775.20
602.4.1.F.1	Catch Basin – Type 1	4	EA	\$1,455.60	\$5,822.40
602.4.1.R.1	Remove and Dispose of/Abandon Existing Storm Drain Manhole	1	EA	\$340.00	\$340.00
1103.4.1.A.1	Construction Traffic Control	1	LS	\$6,500.00	\$6,500.00
SP-02547.4.1.A.1	Bypass Sewage Pumping	1	LS	\$113,168.00	\$113,168.00
SP-11100.4.1	IPEX Energy Dissipating Equipment Use Tax Allowance at 6%	1	LS	\$4,305.72	\$4,305.72
SP-11150.4.1.A.1	Portable Valve Exerciser	1	LS	\$5,712.00	\$5,712.00
SP-15110.4.1.A.1	Slide Gate Use Tax Allowance at 6%	1	LS	\$1,422.00	\$1,422.00
2010.4.1.A.1	Mobilization	1	LS	\$30,000.00	\$30,000.00
BASE BID TOTAL					\$383,596.50
ADDITIVE ALTERNATE NO. 1 (MANHOLE M1-09 REHABILITATION)					
SP-09950	Manhole M1-09 Rehabilitation	1	LS	\$54,922.00	\$54,922.00
SP-02547.4.1.A.1	Bypass Sewage Pumping (M1-09 Rehabilitation)	1	LS	\$1,300.00	\$1,300.00
1103.4.1.A.1	Construction Traffic Control	1	LS	\$4,550.00	\$4,550.00
ADDITIVE ALTERNATE NO. 1 TOTAL					\$60,772.00
TOTAL BASE BID PLUS ADDITIVE ALTERNATE NO. 1 TOTAL					\$444,368.50

The Work shall be substantially complete within **sixty (60) calendar days** after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within **thirty (30) calendar days** after the date of substantial completion. No site work shall begin prior to October 1, 2015. A winter shutdown may be granted for completion of Additive Alternate No. 1 (if awarded) according to the provisions outlined in SP-01010 Summary of Work.

The CITY and the CONTRACTOR recognize that time is of the essence and failure of the CONTRACTOR to complete the work within the time allowed shall result in damages being sustained by the CITY. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the CONTRACTOR shall fail to complete the work within the above time limit, the CONTRACTOR shall pay to the CITY or have withheld from moneys due, liquidated damages at the rate of **\$750.00** per calendar day, which sums shall not be construed as a penalty.

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

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

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

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

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

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

The term "CONTRACT DOCUMENTS" are defined in "Standard General Conditions of the Construction Contract" ISPWC Division 100.

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

IN WITNESS WHEREOF, the Mayor and City Clerk of the CITY OF COEUR D'ALENE have executed this contract on behalf of said city, the City Clerk has affixed the seal of said city hereto, and the CONTRACTOR has caused the same to be signed by its President, and its seal to be affixed hereto, the day and year first above written.

CITY:

CITY OF COEUR D'ALENE
KOOTENAI COUNTY, IDAHO

By: _____
Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

CONTRACTOR:

BIG SKY DEVELOPMENT, INC.

By: _____

ATTEST:

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of August, 2015, before me, a Notary Public, personally appeared **Steve Widmyer and Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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



STATE OF IDAHO)
) ss.
County of Kootenai)

On this __ day of August, 2015, before me, a Notary Public, personally appeared _____, known to me to be the _____, of **Big Sky Development Inc.**, and the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

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

Attachment 1

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

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

1. Compliance with Regulations

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

2. Non-discrimination

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

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

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

4. Information and Reports

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

5. Sanctions for Non-compliance

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

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

Incorporation of Provisions

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

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

ANNOUNCEMENTS

OTHER COMMITTEE MINUTES
(Requiring Council Action)

August 10, 2015
GENERAL SERVICES COMMITTEE
MINUTES
12:00 p.m., Library Community Room

COMMITTEE MEMBERS

Council Member Ron Edinger, Chairperson
Council Member Steve Adams
Council Member Amy Evans

STAFF

Juanita Knight, Senior Legal Assistant
Steve Anthony, Parks and Recreation Director
Mike Gridley, City Attorney
Mike Becker, Wastewater Utility Project Manager
Keith Erickson, Communications Coordinator
Troy Tymesen, Finance Director
Jim Hammond, City Administrator

Item 1. Declaration of surplus lights from McEuen Park.
(Consent Resolution No 15-038)

Steve Anthony is requesting Council authorize staff to declare 25 G.E. light fixtures that were on the baseball field at McEuen Park as surplus and authorize them to be sold to State Line Speedway for \$1,250.00. Mr. Anthony noted in his staff report that in 2007 the City purchased approximately 100 light fixtures and steel poles from the Liberty Lake Sports Complex. These lights were later installed on the McEuen Field baseball field. The Legion field was moved in 2014. New lights were installed on the Legion Field (at Thorco Field) and the old light fixtures have been in storage since that date. The Parks and Recreation Department has no plans for these fixtures. The funds generated from the sale of the lights will be placed in an account to assist in installing field lights on Sunset Ball Field #2.

MOTION: by Evans, seconded by Adams, to recommend that Council adopt Resolution No 15-038 declaring 25 G.E. light fixtures from the baseball fields at McEuen park as surplus and authorize them to be sold to State Line Speedway for \$1,250.00. Motion Carried.

Item 2. Donation of Burlington Northern Santa Fe Right-of-Way from Ignite to the
City of Coeur d'Alene.
(Resolution No 15-039)

Mike Gridley is requesting Council approve an Agreement with Ignite CDA to accept the donation of the former BNSF Railroad property from Ignite Coeur d'Alene, located in Ignite Coeur d'Alene's River District. Mr. Gridley noted in his staff report that on May 28, 2015 LCDC (now Ignite CDA) acquired the former BNSF Railroad property that is located in their River District. Ignite CDA has authorized the transfer of the property to the City for the City to develop and use in a manner consistent with the purposes of the River District Redevelopment Plan. These redevelopment purposes would include the development of trails and public space as well as other development that supports the community's interests. The proposed Agreement requires that the City begin redevelopment no later than five years from the date of the transfer to the City. Mr. Gridley noted that the City needs the property for the creation of a public trail and improvements to the Johnson Mill River Park. Mr. Gridley also explained that there is no current financial impact in accepting the property other than minimal maintenance. As a plan for development of a public trail and other public space is created there will be an expense in implementing the plan. Ignite CDA has previously expressed support for helping with the cost of a public trail and public space on this property and it is anticipated that they will be a

partner in any public development costs. The acquisition of this railroad property has been discussed for many years and is part of the Parks and Trails master plan. The acquisition will allow for public use and private development in an area that is currently under-utilized. The acquisition means that the City will own all of the former BNSF right of way from Riverstone to Huetter Road.

Councilmember Adams asked about the deadline in developing the property asking what would happen if it is not developed in 5 years. Mr. Gridley replied “legally, we would be in breach of the contract. However, in talking with the Ignite Director and Board, as a practical matter, they had to put some kind of deadline in there. If the City needed more time, he believes Ignite would work with the City.”

Councilmember Edinger commented on Ignite’s support with the development costs. Mr. Gridley said yes. This property is in their River District so, to the extent they have funds, they will be very supportive with partnering in any development costs.

MOTION: by Adams, seconded by Evans to recommend that Council adopt Resolution No. 15-039 approving an Agreement with Ignite CDA to accept the gift from Ignite CDA of the former BNSF Railroad property located in Ignite CDA’s River District. Motion Carried.

**Item 3. Approval of bid award to Big Sky Development for the B-Interceptor Project.
(Resolution No 15-038)**

Mike Becker is requesting Council approve the award of bid for the 2015/16 B-Interceptor Project contract to Big Sky Development, Inc., for the base bid of \$383,596.50 plus additive alternate #1 of \$60,772.00 for a total bid price of \$444,368.50. Mr. Becker noted in his staff report that the project would reroute a portion of the B-Interceptor, install an energy dissipation device and rehabilitate Manhole M1-09. The Wastewater Utility has available funds for this project and will not schedule the project to begin until after the beginning of the new fiscal year. Mr. Becker provided additional detail on the project with a Powerpoint presentation.

MOTION: by Evans, seconded by Adams, to recommend that Council adopt Resolution No. 15-038 approving the a bid award to Big Sky Development, Inc. for the 2015-2016 B-Interceptor Project for the bid price of \$444,368.50. Motion Carried.

The meeting adjourned at 12:24 p.m.

Respectfully submitted,

Juanita Knight
Recording Secretary

GENERAL SERVICES STAFF REPORT

DATE: July 31, 2015
FROM: Mike Gridley – City Attorney
SUBJECT: Acceptance of Gift from Ignite CDA of former BNSF Railroad property in Ignite CDA’s River District

=====

DECISION POINT:

Should the city council enter into an Agreement with Ignite CDA to accept the gift from Ignite CDA of the former BNSF Railroad property located in Ignite CDA’s River District?

HISTORY:

On May 28, 2015 LCDC (now Ignite CDA) acquired the former BNSF Railroad property that is located in their River District (see attached aerial photograph). Ignite CDA has authorized the transfer of the property to the City for the City to develop and use in a manner consistent with the purposes of the River District Redevelopment Plan (see attached Agreement). These redevelopment purposes would include the development of trails and public space as well as other development that supports the community’s interests. The proposed Agreement requires that the City begin redevelopment no later than five years from the date of the transfer to the City. The City needs the property for the creation of a public trail and improvements to the Johnson Mill River Park.

FINANCIAL ANALYSIS:

There is no current financial impact in accepting the property other than minimal maintenance. As a plan for development of a public trail and other public space is created there will be an expense in implementing the plan. Ignite CDA has previously expressed support for helping with the cost of a public trail and public space on this property and it is anticipated that they will be a partner in any public development costs.

PERFORMANCE ANALYSIS:

The acquisition of this railroad property has been discussed for many years and is part of the Parks and Trails master plan. The acquisition will allow for public use and private development in an area that is currently under-utilized. The acquisition means that the City will own all of the former BNSF right of way from Riverstone to Huetter Road.

DECISION POINT/RECOMMENDATION:

It is recommended that the city council enter into an Agreement with Ignite CDA to accept the gift from Ignite CDA of the former BNSF Railroad property located in Ignite CDA’s River District.

RESOLUTION NO. 15-039

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE ACCEPTANCE OF AN AGREEMENT FOR THE TRANSFER OF FORMER BNSF RAILROAD PROPERTY LOCATED IN IGNITE CDA'S RIVER DISTRICT AND APPROVING THE ACCEPTANCE OF THE PROPERTY PURSUANT TO A QUITCLAIM DEED.

WHEREAS, the General Services Committee of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into an Agreement with the Coeur d'Alene Urban Renewal Agency, dba Ignite CDA (formerly doing business as Lake City Development Corporation or LCDC) accepting the transfer of former BNSF Railroad property, pursuant to terms and conditions set forth in an Agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into an Agreement accepting the transfer of former BNSF Railroad property from the Coeur d'Alene Urban Renewal Agency, dba Ignite CDA by quitclaim deed, in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said Agreement to the extent the substantive provisions of the Agreement remain intact.

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

DATED this 18th day of August, 2015.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER ADAMS Voted _____

_____ was absent. Motion _____.

AGREEMENT

THIS AGREEMENT (“*Agreement*”) is entered into as of the 18th day of August, 2015, by and between the Coeur d’Alene Urban Renewal Agency, dba Ignite CDA, an independent public body corporate and politic of the State of Idaho (“Agency”), and the City of Coeur d’Alene, Kootenai County, Idaho, a body politic and corporate duly organized, operating and existing under the laws of the State of Idaho (the “City”). Agency and the City may be collectively referred to herein as the “Parties” and individually referred to as a “Party.”

A. The Agency owns or controls certain real property in Kootenai County, State of Idaho, situated within the Agency’s River District Project Area pursuant to the Agency’s River District Redevelopment Plan (the “Plan”), which real property is more particularly described on Exhibit A attached hereto.

B. The Agency desires to transfer the Property to the City for development of public improvements in accordance with the Plan, as authorized by Idaho Code Section 50-2015(f) (the “Act”).

C. The City desires to accept the transfer of the Property and to comply with the Act.

NOW, THEREFORE, in consideration of the above recitals, which are incorporated into this Agreement; the mutual covenants contained herein; and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Effective Date.** The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency and the City, and shall continue until completion of all obligations hereunder of each Party.

2. **Transfer of Property.** The Agency agrees to transfer the Property to the City pursuant to the terms of the Quitclaim Deed in the form attached to this Agreement as Exhibit B. The City agrees to accept the Property pursuant to the Quitclaim Deed.

3. **Obligations of City.** Pursuant to the Act, the City, as transferee of the Property, agrees to:

- (1) use the Property for the purposes designated in the Plan; and
- (2) begin the redevelopment of the Property no later than five (5) years from the date hereof, which is the reasonable period of time fixed by the Agency .

4. **Successors.** This Agreement shall be binding on the heirs, successors, assigns, and personal representatives of the Parties hereto.

5. **Captions and Headings.** The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions, or agreements contained herein.

6. **No Joint Venture or Partnership.** The Agency and the City agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making the Agency and the City a joint venture or partners.

7. **Applicable Law/Attorney Fees.** This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho. Should any legal action be brought by either Party because of breach of this Agreement or to enforce any provision of this Agreement, the action shall be brought in Kootenai County, Idaho, and the prevailing Party shall be entitled to reasonable attorney fees, court costs, and such other costs as may be found by the court.

8. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the Parties with respect to the Property.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement the day and year written below, to be effective the day and year first above written.

Ignite CDA :

COEUR D'ALENE URBAN RENEWAL
AGENCY dba Ignite CDA

By: _____
Denny Davis, Chair
(Date) _____

CITY:

CITY OF COEUR D'ALENE, IDAHO

By: _____
Steve Widmyer, Mayor
(Date) _____

ATTEST:

Renata McLeod, City Clerk
(Date) _____

EXHIBIT A

DESCRIPTION OF PROPERTY

Ignite CDA RIVER DISTRICT SEGMENT:

That portion of the Southwest Quarter of Section 4, the Southeast Quarter of Section 5, Government Lot 4 of Section 8 and Government Lots 1, 2 and 3 of Section 9, all in Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, described as follows:

COMMENCING at a 2 inch Aluminum cap marking the Northwest corner of said Section 9 according to Corner Perpetuation and Filing recorded under instrument number 2020879000, records of Kootenai County, Idaho, which bears North $88^{\circ} 00' 59''$ West a distance of 2652.95 feet from a 2 inch Aluminum cap marking the North Quarter corner of said Section 9 according to Corner Perpetuation and Filing recorded under instrument number 2020878000, records of Kootenai County, Idaho; Thence North $00^{\circ} 05' 32''$ East along the west line of said Southwest Quarter, a distance of 0.30 feet to the northerly right of way of Burlington Northern Railroad, point also being the beginning of a non-tangent curve to the left, having a radius of 5699.65 feet, said point being the **TRUE POINT OF BEGINNING**;

Thence along said northerly right of way the following 9 courses:

- 1) southeast along the south line of Lot 1, Block 1 of Garage Town Condominiums, recorded in Book J of Plats, Pages 96-96E, records of Kootenai County, Idaho, and said curve, an arc length 60.93 feet, through a central angle of $00^{\circ} 36' 45''$, a chord bearing of South $87^{\circ} 30' 25''$ East and a chord distance of 60.93 feet to a 5/8 inch rebar with cap marked "PLS 4182";
- 2) along said south line, South $87^{\circ} 55' 39''$ East a distance of 441.64 feet to a 5/8 inch rebar with cap marked "PLS 4182", marking the southwest corner of Lot 8, Block 1 of Mill River 3rd Addition, recorded in Book J of Plats, Pages 257-257B, records of Kootenai County, Idaho;
- 3) along a portion of the south line of said Block 1 and a portion of southerly right of way of Shoreview Lane, South $87^{\circ} 55' 39''$ East a distance of 1263.73 feet;
- 4) along said southerly right of way, South $87^{\circ} 15' 33''$ East a distance of 201.04 feet to the beginning of a non-tangent curve to the right, having a radius of 2894.93 feet;
- 5) southeast along said southerly right of way and curve, an arc length 596.23 feet, through a central angle of $11^{\circ} 48' 02''$, a chord bearing of South $80^{\circ} 01' 39''$ East and a chord distance of 595.18 feet to northwest corner of public crossing easement recorded under instrument number 1970562, records of Kootenai County, Idaho;
- 6) South $72^{\circ} 47' 45''$ East a distance of 201.04 feet to a bare 5/8 inch rebar, marking a point on southerly line of Lot 2, Block 1 of Seltice Medical, recorded in Book K of Plats, Pages 90-90A, records of Kootenai County, Idaho;
- 7) along a portion of said southerly line, South $72^{\circ} 07' 39''$ East a distance of 798.62 feet to a point on southerly line of Lot 1, Block 7 of Mill River 1st Addition, recorded in Book J of Plats, Pages 202-202D, records of Kootenai County, Idaho, point also being the beginning of a non-tangent curve to the left, having a radius of 792.06 feet;
- 8) southeast along said southerly line and non-tangent curve, an arc length 421.23 feet, through a central angle of $30^{\circ} 28' 15''$, a chord bearing of South $87^{\circ} 31' 31''$ East and a chord distance of 416.28 feet to a 5/8 inch rebar with cap marked "PLS 4182", marking a point on said southerly line;
- 9) along said southerly line, North $77^{\circ} 32' 21''$ East a distance of 45.82 feet to the southeast corner of said Lot 1, said point also being on the East line of said Government Lot 3;

Thence along said East line, South $01^{\circ} 59' 30''$ West a distance of 201.35 feet to the northeast corner of Lot 25, Block 6 of said Mill River 1st Addition, point also being on the southerly right of way of Burlington Northern Railroad;

Thence along said southerly right of way the following 10 courses:

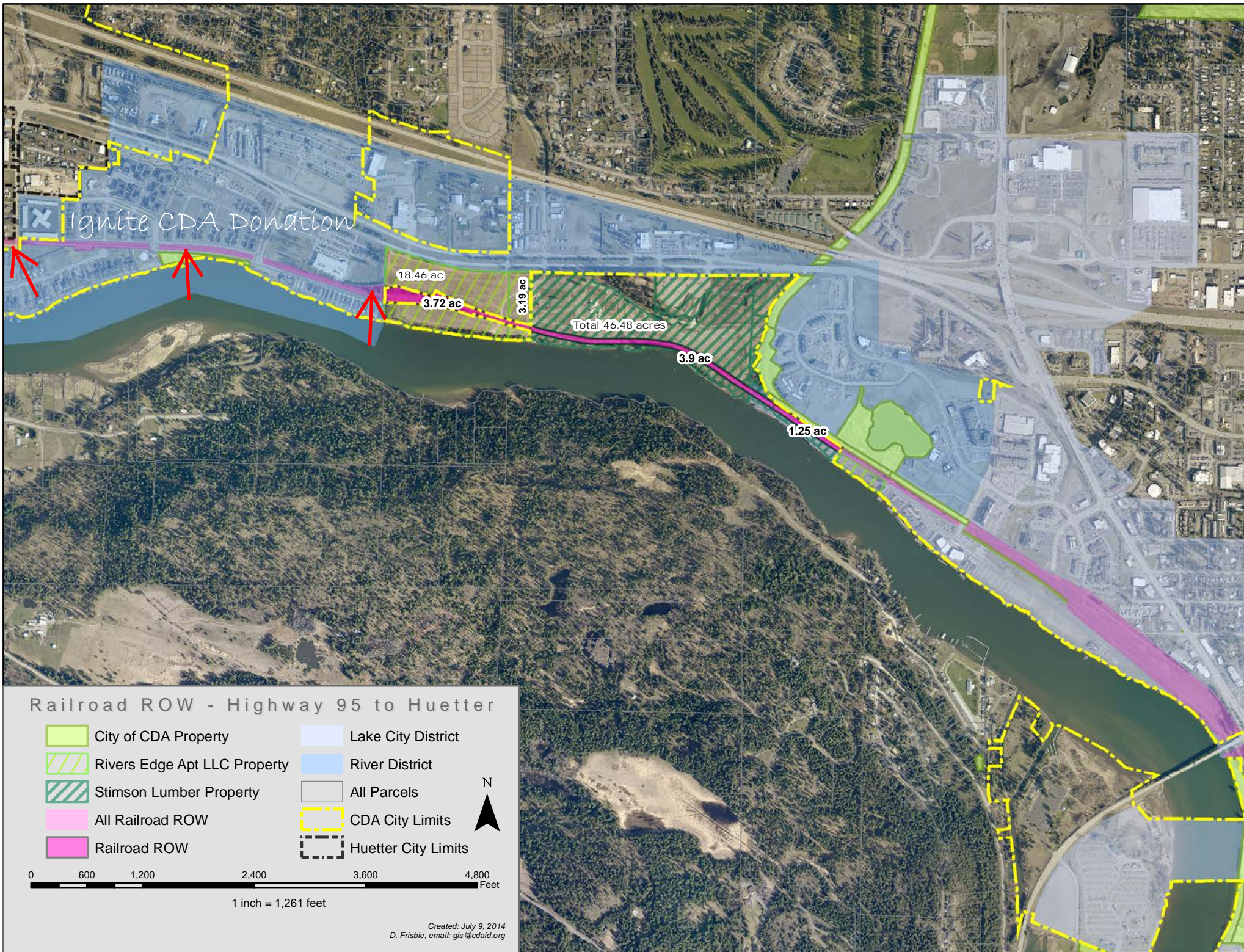
- 1) along a portion of the northerly line of said Lot 25 and a portion of the northerly right of way of said Shoreview Lane, North $72^{\circ} 07' 39''$ West a distance of 1294.59 feet to a point on the said northerly right of way;
- 2) along said northerly right of way, North $72^{\circ} 47' 33''$ West a distance of 198.95 feet to the southwest corner of said public crossing easement, point being the beginning of a non-tangent curve to the left, having a radius of 2834.93 feet;
- 3) northwest along said northerly right of way and curve, an arc length 583.86 feet, through a central angle of $11^{\circ} 48' 01''$, a chord bearing of North $80^{\circ} 01' 39''$ West and a chord distance of 582.83 feet;
- 4) along said northerly right of way, North $87^{\circ} 15' 46''$ West a distance of 198.95 feet;
- 5) along said northerly right of way, North $87^{\circ} 55' 39''$ West a distance of 930.10 feet to a bent 5/8 inch rebar with illegible cap, marking an angle point on the north line of Lot 28, Block 1 of Edgewater at Mill River, recorded in Book J of Plats, Pages 60-60B, records of Kootenai County, Idaho;
- 6) along said north line, South $02^{\circ} 04' 21''$ West a distance of 40.00 feet to a 5/8 inch rebar with illegible cap, marking an angle point on said north line;
- 7) along said north line, North $87^{\circ} 55' 39''$ West a distance of 200.00 feet to a 5/8 inch rebar with illegible cap, marking an angle point on said north line;
- 8) along said north line, North $02^{\circ} 04' 21''$ East a distance of 40.00 feet to a 5/8 inch rebar with cap marked "PLS 4182", marking an angle point on said north line;
- 9) along a portion of said north line and a portion of the north line of Lot 36 Block 1 of said Edgewater at Mill River, North $87^{\circ} 55' 39''$ West a distance of 575.30 feet to a point on the north line of said Lot 36, point also being the beginning of a non-tangent curve to the right, having a radius of 5759.65 feet;
- 10) northwest along said north line and curve, an arc length 83.88 feet, through a central angle of $00^{\circ} 50' 04''$, a chord bearing of North $87^{\circ} 23' 46''$ West and a chord distance of 83.88 feet to an intersection with the southerly extension of the west right of way of Huetter Road;

Thence along said extended west line, North $00^{\circ} 05' 32''$ East a distance of 60.08 feet to a 5/8 inch rebar with cap marked "PLS 4182", marking the intersection of the west right of way of Huetter Road and the northerly right of way of said Burlington Northern Railroad, point also being the beginning of a non-tangent curve to the left, having a radius of 5699.65 feet;

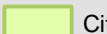
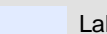

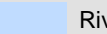






Thence southeast along said northerly right of way and curve, an arc length 25.03 feet, through a central angle of $00^{\circ} 15' 06''$, a chord bearing of South $87^{\circ} 04' 30''$ East and a chord distance of 25.03 feet to the **TRUE POINT OF BEGINNING**.

CONTAINING 273,765 square feet or 6.285 acres more or less.

EXHIBIT B
FORM OF QUITCLAIM DEED



Railroad ROW - Highway 95 to Huetter

- | | |
|--|---|
|  City of CDA Property |  Lake City District |
|  Rivers Edge Apt LLC Property |  River District |
|  Stimson Lumber Property |  All Parcels |
|  All Railroad ROW |  CDA City Limits |
|  Railroad ROW |  Huetter City Limits |



0 600 1,200 2,400 3,600 4,800 Feet

1 inch = 1,261 feet

Created: July 9, 2014
D. Frisbie, email: gis@cdaid.org

Recording Requested By and
When Recorded Return to:

City of Coeur d'Alene
710 E. Mullan Avenue
Coeur d'Alene, ID 83814

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**QUITCLAIM DEED
(INCLUDING AFTER-ACQUIRED PROPERTY)**

FOR VALUE RECEIVED, Coeur d'Alene Urban Renewal Agency, dba Ignite CDA, an independent public body corporate and politic of the State of Idaho (hereinafter "**Grantor**"), does by these presents convey, remise, release and forever quitclaim unto City of Coeur d'Alene, Kootenai County, Idaho (hereinafter "**Grantee**"), which has a current mailing address of 710 E. Mullan Avenue, Coeur d'Alene, ID, 83814, all right, title and interest which Grantor now has or may hereafter acquire in the real property situated in the County of Kootenai, State of Idaho, more particularly described as follows:

See Exhibit "A" attached hereto, incorporated herein, and by this reference made a part hereof.

TOGETHER WITH all right, title and interest which Grantor now has or may hereafter acquire in the buildings, structures, improvements, rights of way, easements, tenements, hereditaments, water rights and appurtenances thereunto belonging, reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the same unto the Grantee and to Grantee's successors and assigns forever.

IN WITNESS WHEREOF, Grantor has hereunto set his hand the day and year first above written.

GRANTOR:

COEUR d'ALENE URBAN RENEWAL AGENCY,
dba Ignite CDA, an independent public body
corporate and politic

By: _____
Denny Davis, Chair

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for said state, personally appeared Denny Davis, known or identified to me to be the Chair of the Coeur d'Alene Urban Renewal Agency, dba Ignite CDA, an independent public body corporate and politic, the entity that executed the within instrument or the person who executed the instrument on behalf of said entity, and acknowledged to me that such entity executed the same.

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

Notary Public for Idaho
Residing at _____
My commission expires _____

EXHIBIT "A"

Ignite CDA RIVER DISTRICT SEGMENT:

That portion of the Southwest Quarter of Section 4, the Southeast Quarter of Section 5, Government Lot 4 of Section 8 and Government Lots 1, 2 and 3 of Section 9, all in Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, described as follows:

COMMENCING at a 2 inch Aluminum cap marking the Northwest corner of said Section 9 according to Corner Perpetuation and Filing recorded under instrument number 2020879000, records of Kootenai County, Idaho, which bears North 88° 00' 59" West a distance of 2652.95 feet from a 2 inch Aluminum cap marking the North Quarter corner of said Section 9 according to Corner Perpetuation and Filing recorded under instrument number 2020878000, records of Kootenai County, Idaho; Thence North 00° 05' 32" East along the west line of said Southwest Quarter, a distance of 0.30 feet to the northerly right of way of Burlington Northern Railroad, point also being the beginning of a non-tangent curve to the left, having a radius of 5699.65 feet, said point being the **TRUE POINT OF BEGINNING**;

Thence along said northerly right of way the following 9 courses:

- 1) southeast along the south line of Lot 1, Block 1 of Garage Town Condominiums, recorded in Book J of Plats, Pages 96-96E, records of Kootenai County, Idaho, and said curve, an arc length 60.93 feet, through a central angle of 00° 36' 45", a chord bearing of South 87° 30' 25" East and a chord distance of 60.93 feet to a 5/8 inch rebar with cap marked "PLS 4182";
- 2) along said south line, South 87° 55' 39" East a distance of 441.64 feet to a 5/8 inch rebar with cap marked "PLS 4182", marking the southwest corner of Lot 8, Block 1 of Mill River 3rd Addition, recorded in Book J of Plats, Pages 257-257B, records of Kootenai County, Idaho;
- 3) along a portion of the south line of said Block 1 and a portion of southerly right of way of Shoreview Lane, South 87° 55' 39" East a distance of 1263.73 feet;
- 4) along said southerly right of way, South 87° 15' 33" East a distance of 201.04 feet to the beginning of a non-tangent curve to the right, having a radius of 2894.93 feet;
- 5) southeast along said southerly right of way and curve, an arc length 596.23 feet, through a central angle of 11° 48' 02", a chord bearing of South 80° 01' 39" East and a chord distance of 595.18 feet to northwest corner of public crossing easement recorded under instrument number 1970562, records of Kootenai County, Idaho;
- 6) South 72° 47' 45" East a distance of 201.04 feet to a bare 5/8 inch rebar, marking a point on southerly line of Lot 2, Block 1 of Seltice Medical, recorded in Book K of Plats, Pages 90-90A, records of Kootenai County, Idaho;
- 7) along a portion of said southerly line, South 72° 07' 39" East a distance of 798.62 feet to a point on southerly line of Lot 1, Block 7 of Mill River 1st Addition, recorded in Book J of Plats, Pages 202-202D, records of Kootenai County, Idaho, point also being the beginning of a non-tangent curve to the left, having a radius of 792.06 feet;
- 8) southeast along said southerly line and non-tangent curve, an arc length 421.23 feet, through a central angle of 30° 28' 15", a chord bearing of South 87° 31' 31" East and a chord distance of 416.28 feet to a 5/8 inch rebar with cap marked "PLS 4182", marking a point on said southerly line;

- 9) along said southerly line, North 77° 32' 21" East a distance of 45.82 feet to the southeast corner of said Lot 1, said point also being on the East line of said Government Lot 3;

Thence along said East line, South 01° 59' 30" West a distance of 201.35 feet to the northeast corner of Lot 25, Block 6 of said Mill River 1st Addition, point also being on the southerly right of way of Burlington Northern Railroad;

Thence along said southerly right of way the following 10 courses:

- 1) along a portion of the northerly line of said Lot 25 and a portion of the northerly right of way of said Shoreview Lane, North 72° 07' 39" West a distance of 1294.59 feet to a point on the said northerly right of way;
- 2) along said northerly right of way, North 72° 47' 33" West a distance of 198.95 feet to the southwest corner of said public crossing easement, point being the beginning of a non-tangent curve to the left, having a radius of 2834.93 feet;
- 3) northwest along said northerly right of way and curve, an arc length 583.86 feet, through a central angle of 11° 48' 01", a chord bearing of North 80° 01' 39" West and a chord distance of 582.83 feet;
- 4) along said northerly right of way, North 87° 15' 46" West a distance of 198.95 feet;
- 5) along said northerly right of way, North 87° 55' 39" West a distance of 930.10 feet to a bent 5/8 inch rebar with illegible cap, marking an angle point on the north line of Lot 28, Block 1 of Edgewater at Mill River, recorded in Book J of Plats, Pages 60-60B, records of Kootenai County, Idaho;
- 6) along said north line, South 02° 04' 21" West a distance of 40.00 feet to a 5/8 inch rebar with illegible cap, marking an angle point on said north line;
- 7) along said north line, North 87° 55' 39" West a distance of 200.00 feet to a 5/8 inch rebar with illegible cap, marking an angle point on said north line;
- 8) along said north line, North 02° 04' 21" East a distance of 40.00 feet to a 5/8 inch rebar with cap marked "PLS 4182", marking an angle point on said north line;
- 9) along a portion of said north line and a portion of the north line of Lot 36 Block 1 of said Edgewater at Mill River, North 87° 55' 39" West a distance of 575.30 feet to a point on the north line of said Lot 36, point also being the beginning of a non-tangent curve to the right, having a radius of 5759.65 feet;
- 10) northwest along said north line and curve, an arc length 83.88 feet, through a central angle of 00° 50' 04", a chord bearing of North 87° 23' 46" West and a chord distance of 83.88 feet to an intersection with the southerly extension of the west right of way of Huetter Road;

Thence along said extended west line, North 00° 05' 32" East a distance of 60.08 feet to a 5/8 inch rebar with cap marked "PLS 4182", marking the intersection of the west right of way of Huetter Road and the northerly right of way of said Burlington Northern Railroad, point also being the beginning of a non-tangent curve to the left, having a radius of 5699.65 feet;

Thence southeast along said northerly right of way and curve, an arc length 25.03 feet, through a central angle of 00° 15' 06", a chord bearing of South 87° 04' 30" East and a chord distance of 25.03 feet to the **TRUE POINT OF BEGINNING**.

CONTAINING 273,765 square feet or 6.285 acres more or less.

ACCEPTANCE OF QUITCLAIM DEED

This is to certify that the interest in real property conveyed by Quitclaim Deed, dated the 18th of August, 2015, from Coeur d'Alene Urban Renewal Agency, dba Ignite CDA, an independent public body corporate and politic of the State of Idaho, is hereby accepted by the City of Coeur d'Alene, a municipal corporation of the State of Idaho. The Quitclaimtee consents to recordation thereof by its duly authorized officer, and by its execution of this Deed Acceptance agrees to the terms and conditions set forth in said Quitclaim Deed.

CITY OF COEUR D'ALENE
KOOTENAI COUNTY, IDAHO

ATTEST:

Steve Widmyer, Mayor

Renata McLeod, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of August, 2015, before me, a Notary Public, personally appeared **Steve Widmyer** and **Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

OTHER BUSINESS



To: Mayor Widmyer and City Council
From: Melissa Tosi; Human Resources Director
Re: Personnel Rule Amendments
Date: August 18, 2015

Decision Point: To approve Resolution No. 15-040, authorizing the amendments to **Rule I, Section 16** and adding **Rule XXVI**. Also, authorizing amendments to the City’s Classification and Compensation Plan to provide one (1) new classification.

History: The FLSA Exempt Employee rule has been updated to mirror the formatting of the recently updated Department Head Rule and will become its own stand-alone rule. Additionally, the amendment changes the reporting requirement of vacation and sick leave to half day increments.

The Lead Field Worker position is a newly created position and will complete the reorganizational efforts within the Street Department. The job description has been reviewed and leveled by BDPA in order to be integrated into our current classification and compensation plan.

Proposed Title	New Classification	Current Pay Grade	Proposed Pay Grade
Lead Field Worker	New Classification (Street Department)		11

The proposed Personnel Rule amendments were posted at a minimum of ten (10) consecutive days before this City Council meeting.

Financial Analysis: The Lead Field Worker position has been leveled by BDPA at a pay grade 11, annual pay range of \$39,291 to \$55,307. The cost will be included in the street department’s annual budget.

Performance Analysis: Our goal is to provide a consistent and clear document for personnel rules.

Recommendation: To authorize Resolution No. 15-040, authorizing the amendments and additions to the above Rules.

RESOLUTION NO. 15-040

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AMENDING THE CITY OF COEUR D'ALENE PERSONNEL RULES MANUAL CREATING A NEW CLASSIFICATION FOR LEAD FIELD WORKER, PAY GRADE 11, IN THE CLASSIFICATION AND COMPENSATION PLAN AND REPEALING AND READOPTING THE RULES GOVERNING FLSA EXEMPT EMPLOYEES INCLUDING REVISIONS TO VACATION AND SICK LEAVE USAGE.

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

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

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

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

DATED this 18th day of August, 2015.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER ADAMS Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER MILLER Voted _____

_____ was absent. Motion _____.



As required by Personnel Rule I, Section 5, Rule IV, Section 2, and Rule V, Section 2 the below changes are proposed amendments to the Personnel Rules and the Classification and Compensation Plan.

Current Title	Proposed Title	Title Change, New Classification or Classification Change	Current Pay Grade	Proposed Pay Grade
	Lead Field Worker	New Classification		11

~~SECTION 16. FLSA Exempt Employees~~

- ~~(a) Purpose/Intent: The purpose of this rule is to create a section of the City of Coeur d'Alene Personnel Rules and Regulations that specifically pertain to FLSA Exempt Employees other than Department Heads.~~
- ~~(b) Definition:~~
 - ~~(1) FLSA Exempt Employees shall mean an employee responsible for management within a city department, and under the day to day guidance of the Department Head, including the following positions; Assistant Street Superintendent, Assistant Wastewater Superintendent, Assistant Water Superintendent, Senior Planner, Attorneys, Deputy Engineering Services Director, Deputy Finance Director, Deputy Fire Chiefs, Deputy Library Director, IT Network Administrator, IT Database Application Developer, Police Captains, Project Coordinator, Assistant Project Manager, Project Managers and Capital Program Manager.~~
 - ~~(2) FLSA Exempt Employees are classified as Executive Exempt employees for FLSA purposes. As such, FLSA Exempt Employees shall be paid salary and are not eligible for compensatory or overtime pay.~~
- ~~(c) Residency: Certain positions, at the discretion of the Deputy City Administrator, may be required to reside within a twenty (20) minute driving response time to the City limits.~~
- ~~(d) Duties: FLSA Exempt Employee's duties and responsibilities shall be in accordance with the adopted job description, as well as all matters assigned by the Department Head.~~
- ~~(e) Benefits/Compensation:~~
 - ~~(1) FLSA Exempt Employees shall be regulated by the personnel rules except as specifically provided by this rule or as otherwise provided by written agreement.~~
 - ~~(2) FLSA Exempt Employees shall abide by City policies and procedures approved by the City Council and any additional policies and procedures adopted by resolution not incorporated in the personnel rules.~~
 - ~~(3) Vacation Accruals: Unless otherwise provided by written agreement, Vacation accruals shall be in accordance with the Personnel Rule XI,~~

~~Section 2. The employee will not lose any vacation leave accrued at the time the employee becomes an exempt employee. Maximum accumulation of vacation leave will not exceed three hundred twenty (320) hours. Any accrued vacation leave in excess of this amount as of October 1st of each year must be used by January 15th of the following year or be forfeited, unless otherwise specifically approved by the Human Resources Director.~~

- ~~(4) Sick Leave: As FLSA Exempt Employees, the employees shall continue to accrue sick leave according to Rule XI, Section 3 (ten (10) hours per month). However, due to the exempt employee status, leave will only be required to be noted on time records when it is eight consecutive hours or more. Employee shall be eligible to participate in the sick leave bank. Employee shall not receive compensation for accumulated sick leave unless the Exempt Employee retires from the City of Coeur d'Alene pursuant to the provisions of Idaho Code. Sick leave options 1 and 2, found in Rule XI, Section 3, are applicable.~~
- ~~(5) Compensatory Time (comp time): FLSA Exempt Employees are not eligible for comp time. It is recommended that Exempt Employees use any comp time accrued at the time they became an Exempt Employee at a rate of at least 40 hours per fiscal year.~~
- ~~(6) Promotional Appointment to position: The FLSA Exempt Employee is eligible for a pay increase twelve (12) months from their appointment date. Appointments will include a minimum of a 10% pay increase or a maximum of the position wage level.~~
- ~~(7) Compensation/salary increases: FLSA Exempt Employees shall be paid a salary within the range identified in the City of Coeur d'Alene adopted pay/classification plan and as may be amended thereafter. Employees shall receive annual salary increases on a performance based evaluation. Based on a performance evaluation from the Department Head, the employee shall receive a salary increase ranging 5% to 8% if the performance is rated standard or above. Salary shall not exceed the maximum amount authorized by the pay/classification plan currently in effect. Salary over the maximum of the pay/classification plan will remain at the current rate and will increase only as CPI adjustments permit, unless otherwise approved by the City Council.~~
- ~~(8) Cost of living increases: Cost of living increases shall be based upon the July "Consumer Price Index (CPI) for "All Urban Consumers" based upon the U.S. City average for the preceding 12 month period with a three percent (3%) maximum increase, effective October 1 of each fiscal year.~~
- ~~(9) Miscellaneous: The Deputy City Administrator shall authorize car assignments.~~
- ~~(10) Fringe Benefits: FLSA Exempt Employees shall receive fringe benefits as those authorized in a given fiscal year by the City Council per the exempt personnel resolution, unless otherwise provided by contract or written agreement, for the following: Social Security (F.I.C.A.), Idaho Public Employees Retirement System (I.P.E.R.S.), medical, dental, and vision insurance, long term disability insurance and VEBA.~~
- ~~(11) Life Insurance: The City will provide life insurance for Exempt Employee and dependants as follows: 1) Exempt Employee life insurance shall be \$50,000; 2) Dependant life insurance, \$1,000; 3) Accidental death and~~

~~dismemberment insurance, Exempt Employee only, shall be \$50,000.
(f) Policies and Procedures: All FLSA exempt employees shall follow all established
City and Department policies and procedures, unless specifically exempt.~~

Amendment/Re-write: remove from Rule I and create a new stand-alone rule

Rule XXVI: FLSA Exempt Employees

Section 1. Purpose/Intent

The purpose of this rule is to establish consistent rules and policies for FLSA exempt employees other than Department Heads.

Section 2. Definitions

For the purpose of this section, the following term has the following meaning:

- (a) FLSA Exempt: Employees responsible for management within a city department, and under the day to day guidance of the Department Head, includes the following positions: Assistant Street Superintendent, Assistant Wastewater Superintendent, Assistant Water Superintendent, Senior Planner, Attorneys, Deputy Finance Director, Deputy Fire Chief's, Deputy Library Director, IT Network Administrator, IT Database Application Developer, Police Captains, Project Coordinator, Assistant Project Manager, Project Managers, and Capital Program Manager.

Section 3. Conditions of Employment

- (a) FLSA Exempt: FLSA exempt employees are classified as exempt employees under the Fair Labor Standards Act and are ineligible to receive compensatory or overtime pay.
- (b) Residency: At the discretion of the city administrator, certain FLSA exempt employees may be required to reside within a twenty (20) minute driving response time to the city limits.
- (c) Duties: FLSA exempt employee's duties and responsibilities are outlined in the adopted job description for each position.
- (d) Application of Personnel Rules: FLSA exempt employees are regulated by the personnel rules except as specifically provided by this rule or as otherwise provided by a written agreement.
- (e) In addition to the personnel rules, FLSA exempt employees must follow all policies and procedures applicable to them that are approved by the City Council by resolution.

Section 4. Appointment

- (a) Compensation: FLSA exempt employees will be appointed and paid a salary within the range identified in the currently adopted classification and compensation plan.
- (b) Promotional Appointments: Current city employees who are promoted to a FLSA exempt position will receive a minimum of a 10% salary increase and must use any accrued compensatory time at a rate of at least 40 hours a year until the accrued compensatory leave balance is exhausted.

Section 5. Benefits

- (a) Vacation:
 - (1) Accrual Rate: Vacation leave for FLSA exempt employees will accrue as follows:
 - (i) 1st through 3rd Year of Service: 8 hours of leave accrues for each complete month of service; accrued at a rate of four (4) hours per pay period.

- (ii) 4th through 5th Year of Service: 12 hours of leave accrues for each complete month of service; accrued at a rate of six (6) hours per pay period.
- (iii) 6th through 10th Year of Service: 16 hours of leave accrues for each complete month of service; accrued at a rate of eight (8) hours per pay period.
- (iv) After ten (10) or More Years of Service: 20 hours of leave accrues for each complete month of service; accrued at a rate of ten (10) hours per pay period.
- (2) Existing Accrual Rate: The employee will not lose any vacation leave accrued at the time the employee becomes an exempt employee.
- (3) Maximum Vacation Accrual: FLSA exempt employees may not accumulate more than 320 hours of vacation leave. Any excess vacation leave as of October 1st of each year will be forfeited unless used by January 15th of the following year unless otherwise approved by the City Administrator in writing.
- (4) Vacation Accrual During Leave: No vacation leave will be accrued after 60 consecutive days of absence.
- (5) Reporting Usage: Vacation usage must be reported on time records in half day increments.
- (b) Sick Leave:
 - (1) Accrual Rate: FLSA exempt employees will accrue ten (10) hours for each month of service; accrued at a rate of five (5) hours per pay period.
 - (2) Reporting Usage: Sick leave usage must be reported on time records in half day increments.
 - (3) Sick Leave Bank: FLSA exempt employees are eligible to participate in the sick leave bank.
 - (4) Maximum Sick Leave Accrual: FLSA exempt employees will not receive compensation for accumulated sick leave unless the FLSA exempt employee retires from the City of Coeur d'Alene pursuant to the provisions of Idaho Code. The FLSA exempt employee must select sick leave option 1 or 2, found in Rule XI, Section 3.
- (c) Compensation/Performance Based Salary Increases:
 - (1) All FLSA exempt employees are eligible for a pay increase ranging from 5% - 8% 12 months after their appointment date and annually thereafter based on a performance evaluation from the department head.
 - (2) Maximum Salary: FLSA exempt employees' salaries cannot exceed the maximum amount authorized in the currently adopted classification and compensation plan.
- (d) Cost of Living Increases: In addition to performance based salary increases, FLSA exempt employees will receive annual cost of living increases of up to 3% based on the July "Consumer Price Index (CPI) for "All Urban Consumers" based upon the U.S. City average for the preceding 12-month period. Cost of living increases will be effective on October 1st.
- (e) Car Assignment: The City Administrator will authorize car assignments based upon adopted city policies for vehicle assignment and usage. The FLSA exempt employee must follow all adopted city policies for vehicle usage.
- (g) Additional Benefits: FLSA exempt employees will receive the same VEBA, medical, dental and vision insurance, Social Security (F.I.C.A.), PERSI, life insurance, and long term disability insurance authorized by the Council for the employees represented by LCEA.



FINANCE DEPARTMENT

710 E. Mullan Avenue
Coeur d' Alene, Idaho 83814
(208)769-2225 – FAX (208)769-2284
www.cdaid.org

STAFF REPORT

Date: August 18, 2015

From: Troy Tymesen, Finance Director

Subject: Amendment to the 2014-2015 Fiscal Year Appropriations (Budget)

Decision Point:

To approve the Resolution No 15-041 which sets the public hearing date for the approval of the ordinance presented by staff to amend the Fiscal Year 2014-15 Budget by a total of \$3,641,525.

History:

The City Council annually amends the original appropriations ordinance for unanticipated expenditures.

Financial Analysis:

Idaho code allows the City Council at any time during the current fiscal year to amend the appropriations ordinance to reflect the receipt of revenues and/or the expenditure of funds that were unanticipated when the ordinance was adopted. The City each year adopts an amendment or amendments to the appropriation's ordinance.

Performance Analysis:

The budget amendment shows increases in expenditures due to carryovers of projects, capital purchases from the GO Bond Sale, BNSF right of way property purchase, retirement accumulated leave payout, State and Federal grants received, 2 police vehicles, one purchased with funds received from North Idaho College, a leased grader, two sweeper replacements and a storage structure at Person Field. Additional revenues of \$1,212,121 are projected to be received in the General Fund to cover the increased expenses for the fiscal year and \$1,508,589 is projected to come from fund balance for project carryovers.

Decision Point:

To approve the Resolution No 15-041 which sets the public hearing date for the approval of the ordinance presented by staff to amend Fiscal Year 2014-15 Budget by a total of \$3,641,525.

RESOLUTION NO. 15-041

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING A NOTICE OF TIME AND PLACE OF PUBLIC HEARING OF THE PROPOSED AMENDED BUDGET FOR FISCAL YEAR 2014-2015, AND INCLUDING PROPOSED EXPENDITURES BY FUND AND/OR DEPARTMENT, AND STATEMENT OF THE AMENDED ESTIMATED REVENUE FROM PROPERTY TAXES AND THE AMENDED TOTAL AMOUNT FROM SOURCES OTHER THAN PROPERTY TAXES OF THE CITY FOR THE ENSUING FISCAL YEAR AND PROVIDING FOR PUBLICATION OF THE SAME.

WHEREAS, it is necessary, pursuant to Idaho Code 50-1003, for the City Council of the City of Coeur d'Alene, prior to passing an Amended Annual Appropriation Ordinance, to prepare a proposed amended Budget, tentatively approve the same, and enter such proposed amended Budget at length in the journal of the proceedings; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the following be and the same is hereby adopted as an Amended Estimate of Expenditures and Anticipated Revenue of the City of Coeur d'Alene for the fiscal year beginning October 1, 2014:

GENERAL FUND EXPENDITURES:

Mayor and Council	\$	237,027	
Administration		294,883	
Finance Department		735,745	
Municipal Services		1,552,600	
Human Resources		246,929	
Legal Department		1,476,346	
Planning Department		549,988	
Building Maintenance		480,102	488,102
Police Department		11,216,460	11,483,036
Drug Task Force		25,710	
ADA Sidewalks		265,657	
COPS Grant		169,690	
Fire Department		8,265,708	8,719,739
General Government		49,150	1,119,150
Engineering Services		1,287,825	1,736,127
Streets/Garage		2,515,577	2,927,708
Parks Department		1,869,944	1,892,744
Recreation Department		796,341	835,211
Building Inspection		842,057	
TOTAL GENERAL FUND EXPENDITURES:	\$	32,877,739	\$ 35,598,449

SPECIAL REVENUE FUND EXPENDITURES:

Library Fund	\$ 1,387,111	1,389,811
Community Development Block Grant	359,966	
Impact Fee Fund	194,956	
Parks Capital Improvements	244,000	413,550
Annexation Fee Fund	117,000	
Insurance / Risk Management	420,000	
Cemetery Fund	284,190	
Cemetery Perpetual Care Fund	97,500	
Jewett House	67,089	
Reforestation/Street Trees/Community Canopy	68,500	
Arts Commission	6,750	
Public Art Funds	210,600	
TOTAL SPECIAL FUNDS:	<u>\$ 3,457,662</u>	<u>\$ 3,629,912</u>

ENTERPRISE FUND EXPENDITURES:

Street Lighting Fund	\$ 535,600	605,600
Water Fund	8,325,955	
Wastewater Fund	14,709,771	14,790,771
Water Cap Fee Fund	700,000	
WWTP Cap Fees Fund	1,913,000	
Sanitation Fund	3,560,334	3,795,334
City Parking Fund	220,840	
Drainage Fund	1,179,109	1,356,574
TOTAL ENTERPRISE EXPENDITURES:	<u>\$ 31,144,609</u>	<u>\$ 31,708,074</u>

FIDUCIARY FUNDS:

\$ 2,575,420

STREET CAPITAL PROJECTS FUNDS:

3,257,500

3,442,600

DEBT SERVICE FUNDS:

1,249,015

GRAND TOTAL OF ALL EXPENDITURES:

\$ 74,561,945

\$78,203,470

BE IT FURTHER RESOLVED, that the same be spread upon the Minutes of this meeting and published in two (2) issues of the Coeur d'Alene Press, seven (7) days apart, to be published on August 24, 2015 and August 31, 2015.

BE IT FURTHER RESOLVED, that a Public Hearing on the Budget be held on the 15th day of September, 2015 at the hour of 6:00 o'clock p.m. on said day, at which time any interested person may appear and show cause, if any he has, why the proposed amended Budget should or should not be adopted.

DATED this 18th day of August, 2015.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER ADAMS Voted _____

_____ was absent. Motion _____.

**GENERAL SERVICES COMMITTEE
STAFF REPORT**

DATE: August 18, 2015
FROM: Ed Wagner, Building Services Director
SUBJECT: Adoption of 2014 Electrical Code

=====

DECISION POINT: To approve the adoption of the 2014 National Electrical Code (NEC).

HISTORY: City Administrators within Kootenai County have been meeting to discuss advancing the spirit of inter-municipal cooperation. The City of Post Falls is issuing permits and providing inspections for electrical and plumbing. We have been asked to assist with electrical. The City of Hayden is evaluating this process also. This will provide uniformity within the County. The issuance of electrical permits, performing commercial electrical plan review and inspections would complete the final steps of the ‘One-Stop-Shop’ concept. Currently the City has an agreement with the State Department of Building Safety (DBS) to perform these inspections. They have stated this agreement needs to be re-evaluated in the near future. DBS currently does not perform plan review for compliance with the NEC or Energy codes. Statute 54-1019 requires the inspector to be an Idaho licensed journeyman electrician with 4-years of actual experience. All but one of the top sixteen populated Idaho Cites currently have adopted the electrical code with populations ranging from 7,700 to 190,000, including Post Fall, Lewiston and Moscow.

FINANCIAL ANALYSIS: The fee schedule currently used by DBS and Post Falls will be used as a basis to establish permit fees. Funds for this program are within the proposed financial plan. Our agreement with DBS requires a 90-day notice upon Council approval. This would facilitate the City program upon approval to start after October 1st. The inspector wages are anticipated to be approximately \$67,000; this does not include overhead and startup equipment. The permit fees will cover the cost of this program. The cash flow from the DBS electrical permit fees has recently been consistently in excess of \$110,000 annually.

PERFORMANCE ANALYSIS: Codes are established to protect the building occupants by ensuring the places we live, learn, work, worship and play are safe. The addition of the electrical code adoption to our current adopted codes will assist in providing a uniform level of safety throughout Municipalities as established by Council. Basing the fees on the schedule currently used by DBS provides consistency between the jurisdictions and promotes good customer service. The electrical inspector will also be cross-trained and certified to perform building inspections. This will increase our staffing effectiveness and assist in providing the best customer service possible and saving of time for our inspectors and the contractors. The commercial electrical plan review process will provide contractors with clarifications prior to the installation of components and systems. The newer editions of the building codes rely more on the electrical code to ensure required smoke evacuation systems, stairway/elevator shaft pressurization systems, mechanical ventilations systems, energy provisions, Fair Housing, etc. are installed properly to meet the provisions of the building, fire, and energy codes. This verification would be less cumbersome for both the contractors and City staff to manage. We met with representatives from the North Idaho Building Association (NIBCA), electrical contractors, general contractors, State of Idaho Building and Safety, Post Falls, Council, and City staff where we facilitated input and provided clarity on the intent of the proposed City electrical program.

DECISION POINT/RECOMMENDATION:
To approve the adoption of the 2014 National Electrical Code.

ELECTRICAL PERMITS & INSPECTIONS MEETING
MINUTES
Tuesday, August 11th 2015
Old Council Chambers

MEMBERS PRESENT

J. Kevin Vogel, P.E.
Art Elliott, Shelter Associates
Russ Connole, City of Post Falls
Justin Mileu, City of Post Falls
Lynn Schwindel
Mike Ragusa, Termac Construction
Shelly Donovan, NIBCA
Larry Jeffres, Department of Building Safety
Erik Campbell, Aspen Homes, NIBCA
Gary Soonnen
Jim Thorpe, Thorco Electric
Chuck Oakland
Glenn, Department of Building Safety

STAFF MEMBERS PRESENT

Jim Hammond, City Administrator
Sarah Nord, Administrative Support
Ed Wagner, Building Services Director

CITY COUNCIL MEMBERS PRESENT

Dan Gookin
Amy Evans
Woody McEvers

CALL TO ORDER:

City Administrator Jim Hammond brought the meeting to order at 3 p.m., welcomed everyone in attendance and asked each person to introduce themselves.

NEW BUSINESS:

Mr. Hammond introduced the agenda for the meeting regarding the Coeur d'Alene Electrical Program. He prefaced that the intent for the meeting was to inform the council members present of the issues related to responsibility for electrical inspections and how we can move forward. He added that there is no intent to disparage either the state or city for their particular practices regarding electrical permits and stated that the first matter of business is to allow the representatives from both the City of Coeur d'Alene and the City of Post Falls to share perspectives on this issue.

Mr. Hammond then asked Building Services Director Ed Wagner to share his thoughts on the subject. Mr. Wagner explained that the intent was for the continuation of their "one-stop shop" for obtaining plumbing, building and mechanical permits. The electrical permits would simply be added to that process. He added that they would propose a project review for commercial projects with the intent of catching any mistakes early on and would not delay construction. The electrical inspectors could also be cross-trained to possibly perform plumbing and building inspections. They would also follow state statutes, as far as using a Journeyman with a minimum of four years of experience who is a member of the International Association of Electrical Inspectors as a resource. He explained they also intend to look to Post Falls and the Idaho Division of Building Safety (DBS) for input in order to seek uniformity throughout North Idaho and the State. He added that the City Council members are more than welcome to sit on the interview board if they wish to help with the interview process.

Russ Cannole with the City of Post Falls stated that they recently added plumbing and electrical inspectors and that their main priority is to the citizens of the City of Post Falls. He added that having full service inspections in Post Falls makes sense and said they would like to cross-train as well. Mr. Cannole explained

the decision making process that they went through to come to that conclusion, including what would occur if inspectors were sick or on vacation. He added that they took over electrical permits on July 9th of 2015 and worked with DBS during the transition period.

Mr. Hammond asked if any of the council members had any questions at that time. Councilmember McEvers asked how they have been covering for sick time and vacation since they have only recently added an electrical inspector. Mr. Cannole said they have an inspector on contract in case that occurs. Councilmember McEvers also asked how they felt about the DBS. Mr. Cannole said they did a very good job and explained their main goal is efficiency. Councilmember Evans asked what impact this has had on their budget. Mr. Cannole explained the money is there from fees collected to fund the position

Councilmember Gookin asked if there was any resistance from the contractors. Mr. Cannole responded that they have not received any issues from the contractors. Councilmember Gookin asked why it did not happen sooner. Mr. Cannole responded he was not sure in that it seems to be a common practice throughout the state of Idaho. Councilmember Gookin asked if there was any revenue to the City of Post Falls for electrical permits through the state and, if so, what work had to be done. Mr. Cannole responded that he believed it was ten percent and no work had to be done.

Mr. Hammond asked Mr. Jeffres with DBS to share their perspective.

Mr. Jeffres thanked all present on behalf of the DBS and stated that in July of 1984 an agreement was signed that allowed the DBS to furnish electrical inspections for the city. He also stated they received ten percent and added that an amended agreement was signed in October of 1992 which changed the permitting process allowing the DBS to issue the permits primarily driven by the contractors as they were being issued permits and scheduling inspections. He added that the gross majority of the revenue collected on a monthly basis went back to the city as it does for the City of Coeur d'Alene. He added that in 2004-2005 another amendment was added to the agreement clarifying the fees that applied to contractors versus homeowners.

Mr. Jeffres said that he believes "one-stop shopping" is a good idea, adding that for the DBS this has always been about a good relationship with the City of Coeur d'Alene and the electrical contractors. He added that every day his inspectors meet in one room and receive their daily assignments, along with collaborating with each other about issues that might be arising which he believes provides a higher level of service, along with 27 other electrical inspectors throughout the state that they have access to. Mr. Jeffres passed around a proposal for consideration. (attached)

In closing, Mr. Jeffres stated how important he believes the collaborative effort is, adding that he does not believe this should be strictly about money and that the DBA should be considered in the decision making process.

Mr. Hammond asked if any of the council members had questions.

Councilmember McEvers asked if the DBS performs electrical plan review for the City of Coeur d'Alene. Mr. Jeffres responded that they do not as it was never contracted, adding that they will include that position in their offer and the increase from ten percent to thirty percent, with the rebate going back to the City of Coeur d'Alene.

Councilmember McEvers asked Mr. Wagner who currently reviews the electrical plans. Mr. Wagner responded that they do not do the electrical review, and only review anything related to the building and mechanical code. They rely on the electrical inspectors to review that in the field.

Mr. Jeffres explained that what may have been caught during a plan review is sometimes caught during the inspection process and sometimes during the construction process, and in larger commercial projects they

need to be there for the initial steps of the construction process. He added that in the fastest growing city in Idaho, Meridian, they provide those services.

Mr. Hammond asked for clarification on how many inspectors there are for the City of Coeur d'Alene and what areas are covered. Mr. Jeffres explained that there are three regions for the State of Idaho. He said the first region covers south of Grangeville to the Canadian border. In more rural areas there are fewer inspectors and in more densely populated areas they have more and will accommodate based on growth. There is one inspector for Coeur d'Alene.

Councilmember Gookin asked what would happen to the four inspectors if the City were to hire their own inspector. Mr. Jeffres responded that those inspectors would most likely stay on. Councilmember Gookin asked what percentage of the revenue Meridian receives from inspections. Mr. Jeffres responded that they receive thirty percent. Councilmember Gookin asked if the current rush of permits since before Post Falls took over inspections is typical for that time of year. Mr. Jeffres responded that the rush occurred because the word got out that the City of Post Falls was taking over that part of the permitting and inspections. Mr. Hammond asked that he "be careful" with that statement.

Mr. Jeffres responded that he did not intend to be disparaging to the City of Post Falls in any way and that it has to do with a group of electrical contractors who were accustomed to a certain routine which they liked and they wanted to get in as many permits as they could before the cutoff date.

Councilmember Gookin asked Mr. Mileu to respond. Mr. Mileu stated that he guessed there was a rush of permits but he did not see that in their ten percent. He added that a lot of their general contractors are extremely happy that they are able to turn around permits on the same day as submitted. Councilmember Gookin asked, comparatively speaking, how they are doing. Mr. Mileu responded that it is staying right on track.

Mr. Jeffres explained that the report which reflects the rush of permits has not been published yet, so they would not have seen it. Mr. Wagner added that is fairly typical for the report to take longer once a new code is adopted.

Mr. Hammond stated that the next phase of the meeting was to allow the contractors present to give their input on the topic. He suggested a good question would be why a contractor would care who is inspecting the work as long as they are adhering to the code. He added that he is asking that on behalf of the council members because he would like to be respectful of their time in terms of the information provided.

Councilmember Gookin inquired as to why the taxpayers would be asked to pay for two different services and asked if someone would address that question. It was explained that there is no tax – it is all fee generated.

Councilmember McEvers asked about the "private" contractors and how they view the difference between Post Falls and the City of Coeur d'Alene.

Jim Thorpe, President of Thorco, Inc. read a prepared statement. (attached)

Mr. Thorpe explained that he is in opposition to the action and added his discussion with the City Council the previous fall was that the state always picks up the phone when they call to ask questions. Councilmember Gookin asked how they deal with that issue. Mr. Jeffres explained that these issues can be discussed with the licensed electrical engineers.

Mike Ragusa stated that as a home builder, in regard to the state electrical inspectors, he never seems them and they cannot be contacted by phone. He added that the City of Coeur d'Alene is very strict and has done a wonderful job on plumbing. However, when it comes to electrical, when the building inspector shows up and there is an inquiry regarding electrical, the inspector will sometimes have an answer, but if there is an issue

they say they will get ahold of the electrical contractor, but there is no education and from that standpoint, he likes the city doing the inspections.

Councilmember McEvers asked if Mr. Ragusa was saying that he would like more education. He responded that he was simply pointing out the difference between the city and state from his perspective, adding that he believes the building inspector is the most important person on the site.

Mr. Oakland said that he disagrees with Mr. Ragusa's comment and that he has never had any problems in dealings with the state. He added that he does not like the idea of an inspector wearing 5 hats and said that he believes the City of Coeur d'Alene has, at times, been almost sarcastic in their approach to inspections. He added that for that reason he appreciates the DBS.

Glenn stated that when he schedules an electrical inspection he contacts the home owner and the contractor and lets them know when the inspection is due, adding that sometimes they show up, and sometimes they don't.

Mr. Vogel commented that they look for uniformity in their business to make their job easier, stating that they do not endorse the City of Coeur d'Alene taking over electrical inspections and their designs are based on the National Electrical Code as modified by local code. He added that they often have a difficult time getting hold of an individual responsible for enforcing local code, and other times they are not in a position to answer a particular question. He referenced the One Lakeside, LLC project and that they were able to work closely with the State of Idaho. Mr. Vogel added that the general consensus in speaking with outstanding qualified building and engineering inspectors from Utah, North Dakota, Pennsylvania, Florida and Texas is that the electrical side is a problem.

Mr. Hammond asked Mr. Wagner how long the city has been doing plumbing inspections. Mr. Wagner said 23 years. Mr. Hammond asked if we have ever veered from the code. Mr. Wagner responded no.

Eric Campbell with NIBCA commented that they do not support the city taking over the electrical inspections based on conversations and a survey sent out.

Art Elliott, in response to Mr. Oakland's comment that some of the city inspectors can be sarcastic, said he has yet to meet one in the 30 years he has been building in the City of Coeur d'Alene. He added that he does not see why this proposal should not go forward.

Dennis Cunningham commented that he has collaborated with the DBS and said that, as builders, he believes if there was a plan review, it would make the process more efficient so that they can be more educated.

Mr. Hammond asked if any council members had any other questions. Councilmember Gookin asked Mr. Campbell what NIBCA's stance was when the City of Post Falls took over electrical inspections. Mr. Campbell responded that they had the same opinion and, unfortunately, were informed late in the process so they were not able to provide input.

Councilmember Gookin stated that his general consensus from this meeting is that the contractors are okay with the City of Coeur d'Alene taking over the inspections, whereas the contractors who go out on site would prefer the state do them. Everyone was in agreement.

Mr. Hammond added that he asked the councilmembers to be at this meeting so they can hear both sides of the argument, adding that the issue will go to City Council in the form of an ordinance on Tuesday, August 18th. He encouraged everyone to attend. Councilmember Gookin asked if comments would be allowed, and Mr. Hammond responded that since it is not a hearing, it would default to the Mayor and Council whether they want to take comment.

“Glenn” spoke to the survey done by NIBCA, that it was sent to approximately 124 contractors. Of those, 24 were out of state and will probably not return. Glenn said that out of the 124 surveys, 97% believe the process should stay as is, and there was basically no negative feedback and everyone was pleased with the state. He also commented that he believes the state can take over the plan review. He referenced the splash pad at McEuen Park in that there were issues with the nozzles and the state recognized that and fixed it before it was installed, possibly saving a life, which saved the city money.

Mr. Hammond asked Mr. Wagner to summarize the meeting. Mr. Wagner clarified there is cross-training that it would occur for uniformity. He added that the intent is to provide the best possible service for the customers and citizens.

Mr. Hammond thanked the council members, the City of Post Falls and the DBS for attending.

The meeting ended at 4:20 p.m.

Respectfully submitted by:

Sarah Nord
Administrative Support

Proposed Changes to CDA Inspections
Launched 6/01/15 **124 Surveys Sent**
61 Responses = 49%

1 Do you do business in Coeur d'Alene, ID?

Answer Choices –	Responses –
Yes	60
No	1
Total	61

2 Overall, how would you rate your experience with your current electrical inspectors provided by the state of

Answer Choices –	Responses –
Extremely satisfied	42
Slightly satisfied	9
Neither satisfied nor dissatisfied	7
Slightly dissatisfied	0
Extremely dissatisfied	0
Other (please specify)	3

Between Slightly and extremely
Mostly satisfied

I don't understand why we need city inspectors, can't the state, county, and cities work together through one

3 What do you like most about the services provided by your current electrical inspectors?

- 1 Knowledge, Skill Level, Timeliness, Accessibility.
- 2 They are done correctly with only one inspection and certificate.
- 3 They are prompt and polite
- 4 Speed and accuracy of inspections
- 5 Reasonable people, and the process is pretty straight-forward.
- 6 They are pretty easy to contact and they will work with you.
- 7 They get to the job the day that is set up and if there is a problem they will call.
- 8 one stop for all permits. Fast efficient service. Depth of support and knowledge from state staff. uniform
- 9 TIMELY INSPECTIONS
- 10 knowledge and availability
- 11 on line permits etc
- 12 Willing to learn and work with us
- 13 nothing
- 14 PROMPTNESS ON INSPECTIONS, GOOD INTERPRATATIONS OF CODE
- 15 The state inspectors have been very easy to deal with.
- 16 Knowledgeable
- 17 Easy to communicate with.
- 18 They are easy to contact and discuss job site conditions, code compliances, etc with
- 19 Courtesy and respect
- 20 It is nice dealing with the same inspectors no matter where the job site is located in North Idaho. They follow the
- 21 professionalism

Proposed Changes to CDA Inspections

- 22 They are extremely knowledgeable and always willing to help with any questions we have.
- 23 They are quick to respond to questions and are willing to work with us in a very timely manner.
- 24 Timely
- 25 Their knowledge of the code their helpfulness when I have questions
- 26 Their knowledge of all aspects regarding the myriad of electrical applications and willingness to assist as well as
- 27 If you stay with state insp. there is better chance for consistency in inspections than if you get another entity
- 28 The system in place makes it easy to pull permits, pay for the permits and request inspections. The inspectors are
- 29 A fairly simple process on line
- 30 Being able to call them and get problems resolved
- 31 TIMELY INSPECTIONS
- 32 City inspectors typically react faster to inspection requests.
- 33 That we can get inspections in a timely fashion, you talk to the inspectors, and all rules are the same across board.
- 34 They are prompt to a survey
- 35 question that they answer
- 36 Promptness
- 37 usually next day inspections
- 38 State insp are all trained and interpret the code the same.
- 39 they make it on time and are fair
- 40 prompt fair inspections
- 41 Communication, helpfulness, willing to talk on the phone or meet on the job site to discuss code issues.
- 42 Easy to work and communicate with, timely on inspections and the Etrackit website is easy to use
- 43 Permits are easy to obtain.
- 44 Electrical inspector away on time and friendly . Great service !2
- 45 I enjoy personal relationships with State employees.
- 46 They are fairly available
- 47 Assessable work thru issues personable
- 48 long time working relationship.
- 49 I can get my permits, request inspections and check status of inspections on line
- 50 One stop shopping. I can get most things done via the internet, and getting in touch with a warm body is just a phone call away.
- 51 Quick and fair, online permitting
- 52 On Time and Friendly
- 53 They are reasonable. Ability to schedule inspections and purchase permits online
- 54 Knowledge base, resources, ability to get opinions on extraordinary types of problems.
- 55 Working Relationship
- 56 Great state inspections, easy to work with, great at answering questions
- 57 very thorough
- 58 Online scheduling and purchasing
- 59 One entity to do everything
- 60 Prompt & knowledgeable
- 61 We do very little work in the city, most of our work is for customers in the outlying areas. We have almost no

Proposed Changes to CDA Inspections

4 What do you like the least about the services provided by your current electrical inspectors?

- 1 None
- 2 Nothing
- 3 Nothing
- 4 Nothing
- 5 No complaints.
- 6 Not inspecting in a timely manner especially when they are filling in for another inspector.
- 7 I do not have any problems with them.
- 8 no issues at this time

- 9 NOT ALWAYS CONSIENCT INSPECTIONS, I HAVE SEEN OTHER PEOPLES WORK THAT NEVER SHOULD HAVE PASSED
- 10 nothing
- 11 they never buy lunch
- 12 NA
- 13 Nothing
- 14 DO NOT HAVE ANY PROBLEMS WITH STATE INSPECTIONS

- 15 The city coeurd alene inspectors have made passing inspections much harder to pass and also have had them bill me for two permits for one job.
- 16 Nothing
- 17 Nothing
- 18 They always seem to be changing areas that they are responsible for.
- 19 None
- 20 No complaints.
- 21 no dislikes
- 22 nothing
- 23 Nothing.
- 24 Quick response to requests for inspection
- 25 Nothing
- 26 Sometimes the permitting paperwork because Maridian (division homebase) tends to change procedures and
- 27 See 3
- 28 I have no complaints about the inspectors or the system.
- 29 Would like notification of inspections that have passed
- 30 Nothing
- 31 NA
- 32 Waiting time
- 33 No issues with them.
- 34 They generally try to work in a partnership roll and not very adversarial.
- 35 nothing
- 36 Nothing
- 37 boise office has bad service
- 38 No issues
- 39 They need to go after non licensed individuals who do work needing a license a little more.
- 40 have no problems
- 41 None

Proposed Changes to CDA Inspections

- 42 Nothing
- 43 I don't know how to track corrections.
- 44 Great Service
- 45 Nothing, they are great!
- 46 Inconsistencies between inspectors
- 47 can't think of any
- 48 permit filing system.
- 49 cost
- 50 Some need more training.
- 51 n/a
- 52 Nothing
- 53 none
- 54 No complaints.
- 55 personal one on one
- 56 I have no complaints
- 57 nothing
- 58 Nothing
- 59 nothing
- 60 We lost our Main man, Tom Louden.
- 61 We do very little work in the city, most of our work is for customers in the outlying areas. We have almost no contact with city inspectors.

5 Would you prefer to work with electrical inspectors at the city level or the state level?

Answer Choices –	Responses –
City level	4
State level	45
Both	4
Unknown	6
Other (please specify)	2

Showing 2 responses

Depends on how they set it up and if its going to take more time to do our job
doesn't matter

6 How long does it currently take to complete your needed inspection once you request it?

Answer Choices –	Responses –
1 - 2 Days	55
3 - 4 Days	6
5 - 6 Days	1
7 - 9 Days	1
10 - 15 Days	1
More than 15 Days	2

Proposed Changes to CDA Inspections

7 Do you have any other comments, questions, or concerns?

1 In every city I have worked in that has had there own electrical permits and/or inspectors it has created issues -
from the permit cost, permit accessibility, the inspectors Knowledge, Skill Level, Timeliness, Accessibility. Also the
2 general requirements that if the city has there own electrical division requirements could change from the
National code to the City's code.

3 I think you should leave it alone. I've worked in other states with city inspections and its a pain in the ass . Ends
up costing more time on contractors and more money for the customer. Stick to taxation if coeurdalene needs
4 more money!!!!

5 They are doing a good job

6 State inspectors are knowledgeable on code questions and corrections, they are easy to deal With and very fast
making my life easier when dealing with the building contractors.

7 It is very cumbersome in Washington State to coordinate inspections with either the state or any of the many
local jurisdictions who handle their own inspections.

8 Permitting has gone back and forth from city to state.The state resolved previous issues and has developed a
sensible working model.

9 WHAT IS WRONG WITH CURRENT ARRANGMENTS? DOES THIS MEAN DIFFERENT ENFORCEMENT, WERE WOULD
WE GET PERMITS ? WOULD THE CITY WRITE IT'S OWN CODE?

10 city clutter and bureaucracy is worse than the state ever could be

11 Leave the electrical inspections at a state level. Kootenai County has enough problems in the building department
and would mess this up as well.

12 As the person in our company who is responsible for pulling permits and requesting inspections I feel that this is
not needed. There are too many factors that can cause error and be open for interpretation. Would all of CDA be
13 under a city permit or would parts around the lake be excluded? If a site rests on or near a border line who would
be responsible? Will city code be the same as state? The city of Spokane has a different system than state and
that can at times be difficult. Not all of Spokane is included and city and state inspectors at times differ from what
they would want done at a site. I think for Coeur d' Alene to have their own city inspectors is the wrong idea. At
the very least wait to see how Post Falls does with it (and I'm not happy about that either).

14 It is wrong when the city indicates that the state does a poor job

15 When I see the confusion that some of the other trades go through when it comes to dealing with different City,
County or State inspectors depending on the work area, it makes me very thankful to deal with the current State
Inspectors.

16 I am concerned that the city of CDA is going to do their own electrical inspections. The differences between the
city and state on plumbing inspections is wide. Everything we do in regards to plumbing is harder when doing it
inside the city. Its starts with getting a permit to scheduling inspections. The State website is so much better and
easier to use and the inspectors use common sense when making decisions.

17 The inspectors and the system we have now works great. Don't change things!!!!

18 No city inspectors

Proposed Changes to CDA Inspections

- 16 The vast experience, information base, and knowledge of the state level inspectors is a major asset for me and my customers. The accommodation afforded by the state makes everything much easier and is even more beneficial to our clients.
- 17 I can't imagine why the City of Cd'A would want to reinvent the wheel! The State inspectors have been inspecting the city for years now and I haven't heard any inspectors or electrical contractors complain about how it is being done nor do I know of any problems with the safety of the city in regards to electrical work being done. This seems redundant since the state already provide this service. What is the city's reason for wanting to do this? If the fees were about the same I can't see them making any profit from it? Why?
- 18 We don't know when an inspection is complete unless it has failed. No communication.
- 19 WHAT ARE THE PROPOSED PERMIT COSTS THRU THE CITY OF COEUR D' ALENE?
- 20 No
- 21 Leave this issue alone!!!
- 22 I don't support the city level idea at all
- 23 state electrical inspectors do only electrical inspections and are familiar with NEC and quickly answer questions to keep the job s ,moving
- 24 Permit fees, re-inspection fees, availability of inspectors, office help, web site efficiency as in getting a permit on-line at the job site. Really taking the time to look at our work at final (I replaced 3 light fixtures in the CDA area and found 5 code violations)
- 25 I do not want city inspectors- I believe it will add confusion, inconvenience &, probably cost me more money and be more of a hassle than it will do any good
- 26 No
- 27 Keeping things simple, at the state level keeps Idaho a business friendly state!
- 28 No
- 29 I like being able to submit to one permitting service wither the job is in the city or county I do not like having to find out wither the job is in the city or county, like Spokane is.
- 30 no
- 31 I am concerned about additional cost, licensing requirements and rules not to mention jurisdictional confusion which may be associated with this purposed change.
- 32 The Inspectors in the City of Spokane have different parameters than the State of Washington L&I inspectors. Sometimes this is an advantage. Sometimes it is not. However remembering different sets of rules becomes confusing. I kind of don't want to have to remember ANOTHER set of interpretations of the same rules, again.
- 33 State inspectors typically take longer for remote locations.
- 34 City inspections typically are a lot more expensive, also City's tend to have a steep learning curve when they start programs like this which tends to make contractors either shy away from doing business in those cities are for some contractors to not pull permits that they normally would have.
- 35 no
- 36 No
- 37 We can end up with every city, makes it complicated
- 38 Keep the inspectors at the state level
- 39 Leave it alone

Proposed Changes to CDA Inspections

40 Worried about unqualified personnel

I have shared with others in the local construction community that it seems redundant and inefficient to have multiple inspection agencies doing basically the same job. I would like to see one consolidated inspection agency providing all inspection services for the state, counties, cities, and health districts. This would result in much more consistent code enforcement which in turn would allow contractors to be more efficient.

8 Optional: Company Name and Contact Information

- 1 Independent Electrical Services, LLC Jason Shoemaker - Owner 208-699-5511
- 2 Clay Barney VTI Electric Spokane WA. 509-944-0840
- 3 Signsouth Inc& Signsouth Inc dba Highlight Sign
- 4 S&J electric Scott Chapple 208-691-5571
- 5 Coeur d' Alene Electric Inc. Peter Finney 208-818-0275
- 6 Fourth Street Electric lynnschwindel@gmail.com 208-699-5103
- 7 RELIABLE ELECTRIC 772-2490
- 8 R.R.Reese (208) 771-1253
- 9 Intermountain Security Jim Monroe
- 10 PCIR
- 11 AAAELECT@YMAIL.COM
- 12 Premier Electric Jennifer Harrison 208-762-4506
- 13 C.E.Oakland plbg. and htg. 667-4006
- 14 Amp Electric, LLC Josh Haralson 208-661-6358
- 15 R.K. Electric, Inc. 125 Poplar CDA, Id. Rob Kaestner 208-660-9813
- 16 Henry's electric. Email iceman12281@gmail.com
- 17 Franssen's Electric, Randy Franssen (208)660-1888, email: ranfran1960@hotmail.com
- 18 Conifer Electric Inc. Chris 509-993-5204
- 19 Steve Harns Eastlake Electric eastlake.electric@gmail.com
- 20 YESCO LLC, Brent Smith 208-773-4718
- 21 POWER CITY ELECTRIC STEVE BRADLEY 3327 E OLIVE SPOKANE, WA 99202 509-535-8500 X1035
- 22 N/A
- 23 Morse Enterprises INC (208)659-9719
- 24 Sign Service & Mfg.
- 25 Ward electric. 651-6031
- 26 super d electric wade dabill 208-215-6857
- 27 All-Service Electric Inc.
- 28 Macs Electric Steve McMaster 208 659-3286 s.macselectric@frontier.com
- 29 True North Electric INC.
- 30 Thompson's Electric Inc. Greg Thompson 208-661-0430 gregtei@yahoo.com
- 31 Hagadone Corporate Ken Fong 208-765-4000 ext.7055
- 32 Safety Electric, Electrical Contractor, 208-618-9862
- 33 United Electrical
- 34 Evergreen Electric Byron Hatley 623-6331 755-4686 byronh@evergreenelectric.net
- 35 TEC - The Electric Company (509) 891-5764
- 35 epic electric 208 640 6194
- 36 Jim Thorpe, Thorco, Inc., info@thorcocda.com
- 37 Parker Electric

Proposed Changes to CDA Inspections

- 38 Electrical Systems Plus
- 39 Scotty's Electric Co, Jim McLuskie owner
- 40 All Commercial Electric
- 41 Dann at Mountain Sign LLC
- 42 Scott Jessick, R.C. Worst & Company, scott.jessick@rcworst.com, 208-664-2133

Hello,

My name is Jim Thorpe and I am the President of Thorco, Inc., an electrical contracting company based here in Coeur d'Alene. I am here today to present to this body a significant concern I, and many other electrical and general contractors working within the city limits of Coeur d'Alene have related to the creation of an electrical inspector position for the City of Coeur d'Alene. As one member of a grassroots organization that has taken up this issue, I want to bring to you some areas of concern we have that ultimately, support our position of opposition.

First, as much as we appreciate the City's selling point of a one-stop-shopping opportunity to include electrical inspections with other forms of construction inspection currently being performed by the city, we are very happy and satisfied with the electrical inspection services currently being provided by the State of Idaho. And as much as we applaud the City of Coeur d'Alene for their upfront services provided in the way of plan review and permitting related processes, we find the inspection related processes to be burdensome, overly critical and certainly more costly in both time and dollars in comparison to the other municipalities in Kootenai County. This comparison should also include the Kootenai County Community Development Department as well.

Additionally, as one representing Thorco and providing services to both the city and other large commercial consumers such as Kootenai Health, I have great concerns about having one inspector from the City of Coeur d'Alene in comparison to having multiple levels of inspection expertise from the State of Idaho. In essence, if I have a concern about the findings of the state inspector on one of these large, commercial projects, I then have access to levels of expertise over and above that inspector. That level of check and balance simply can't be provided by the City with one inspector.

This topic was vetted with the North Idaho Building Contractors Association in 2012. In what has been an open and productive relationship between NIBCA and the City for many years, the NIBCA office reached out to its contractor members to poll them on the concept of the City of Coeur d'Alene hiring their own electrical inspector. It was an overwhelming response of opposition to such a position being created. The theme of their message was clear; NIBCA members would not support the city creating this electrical inspector position based on difficulties currently experienced in other areas of inspection in comparison to other jurisdictions within Kootenai County. I believe it is important you know that the majority of grassroots members who have joined together to oppose this action are not NIBCA members. But, we are simply in agreement with the decision of non-support created well over 3 years ago.

Finally, I believe it is important for you to know that generally speaking, we in the construction industry are not displeased with the overall performance of the City of Coeur d'Alene's Building Department. They have been very progressive and open in many areas of our industry to include their plan review process and implementation of an annual review by the public known as the Development and Building Forum. We simply take exception to the notion that somehow, by hiring their own inspector versus what is currently being provided by the State of Idaho, the City of Coeur d'Alene will be providing a better, and what has been characterized as an inspection process providing a higher level of public safety for the citizens of Coeur d'Alene. That is simply not the case. We wish to go on record, individually and collectively, as being in opposition to this action.

Proposed Changes to CDA Inspections

Launched 6/01/15

124 Surveys Sent

61 Responses = 49%

1 Do you do business in Coeur d'Alene, ID?

Answer Choices –	Responses –
Yes	60
No	1
Total	61

2 Overall, how would you rate your experience with your current electrical inspectors provided by the state of

Answer Choices –	Responses –
Extremely satisfied	42
Slightly satisfied	9
Neither satisfied nor dissatisfied	7
Slightly dissatisfied	0
Extremely dissatisfied	0
Other (please specify)	3

Between Slightly and extremely

Mostly satisfied

I don't understand why we need city inspectors, can't the state, county, and cities work together through one

3 What do you like most about the services provided by your current electrical inspectors?

- 1 Knowledge, Skill Level, Timeliness, Accessibility.
- 2 They are done correctly with only one inspection and certificate.
- 3 They are prompt and polite
- 4 Speed and accuracy of inspections
- 5 Reasonable people, and the process is pretty straight-forward.
- 6 They are pretty easy to contact and they will work with you.
- 7 They get to the job the day that is set up and if there is a problem they will call.
- 8 one stop for all permits. Fast efficient service. Depth of support and knowledge from state staff. uniform
- 9 TIMELY INSPECTIONS
- 10 knowledge and availability
- 11 on line permits etc
- 12 Willing to learn and work with us
- 13 nothing
- 14 PROMPTNESS ON INSPECTIONS, GOOD INTERPRATIONS OF CODE
- 15 The state inspectors have been very easy to deal with.
- 16 Knowledgeable
- 17 Easy to communicate with.
- 18 They are easy to contact and discuss job site conditions, code compliances, etc with
- 19 Courtesy and respect
- 20 It is nice dealing with the same inspectors no matter where the job site is located in North Idaho. They follow the
- 21 professionalism

Proposed Changes to CDA Inspections

- 22 They are extremely knowledgeable and always willing to help with any questions we have.
- 23 They are quick to respond to questions and are willing to work with us in a very timely manner.
- 24 Timely
- 25 Their knowledge of the code their helpfulness when I have questions
- 26 Their knowledge of all aspects regarding the myriad of electrical applications and willingness to assist as well as
- 27 If you stay with state insp. there is better chance for consistency in inspections than if you get another entity
- 28 The system in place makes it easy to pull permits, pay for the permits and request inspections. The inspectors are
- 29 A fairly simple process on line
- 30 Being able to call them and get problems resolved
- 31 TIMELY INSPECTIONS
- 32 City inspectors typically react faster to inspection requests.
- 33 That we can get inspections in a timely fashion, you talk to the inspectors, and all rules are the same across board.
- 34 They are prompt to a survey
- 35 question that they answer
- 36 Promptness
- 37 usually next day inspections
- 38 State insp are all trained and interpret the code the same.
- 39 they make it on time and are fair
- 40 prompt fair inspections
- 41 Communication, helpfulness, willing to talk on the phone or meet on the job site to discuss code issues.
- 42 Easy to work and communicate with, timely on inspections and the Etrackit website is easy to use
- 43 Permits are easy to obtain.
- 44 Electrical inspector away on time and friendly . Great service !2
- 45 I enjoy personal relationships with State employees.
- 46 They are fairly available
- 47 Assessable work thru issues personable
- 48 long time working relationship.
- 49 I can get my permits, request inspections and check status of inspections on line
- 50 One stop shopping. I can get most things done via the internet, and getting in touch with a warm body is just a phone call away.
- 51 Quick and fair, online permitting
- 52 On Time and Friendly
- 53 They are reasonable. Ability to schedule inspections and purchase permits online
- 54 Knowledge base, resources, ability to get opinions on extraordinary types of problems.
- 55 Working Relationship
- 56 Great state inspections, easy to work with, great at answering questions
- 57 very thorough
- 58 Online scheduling and purchasing
- 59 One entity to do everything
- 60 Prompt & knowledgeable
- 61 We do very little work in the city, most of our work is for customers in the outlying areas. We have almost no

Proposed Changes to CDA Inspections

- 4 What do you like the least about the services provided by your current electrical inspectors?
- 1 None
 - 2 Nothing
 - 3 Nothing
 - 4 Nothing
 - 5 No complaints.
 - 6 Not inspecting in a timely manner especially when they are filling in for another inspector.
 - 7 I do not have any problems with them.
 - 8 no issues at this time
 - 9
NOT ALWAYS CONSIENCT INSPECTIONS, I HAVE SEEN OTHER PEOPLES WORK THAT NEVER SHOULD HAVE PASSED
 - 10 nothing
 - 11 they never buy lunch
 - 12 NA
 - 13 Nothing
 - 14 DO NOT HAVE ANY PROBLEMS WITH STATE INSPECTIONS
 - 15 The city coeurd alene inspectors have made passing inspections much harder to pass and also have had them bill me for two permits for one job.
 - 16 Nothing
 - 17 Nothing
 - 18 They always seem to be changing areas that they are responsible for.
 - 19 None
 - 20 No complaints.
 - 21 no dislikes
 - 22 nothing
 - 23 Nothing.
 - 24 Quick response to requests for inspection
 - 25 Nothing
 - 26 Sometimes the permitting paperwork because Maridian (division homebase) tends to change procedures and
 - 27 See 3
 - 28 I have no complaints about the inspectors or the system.
 - 29 Would like notification of inspections that have passed
 - 30 Nothing
 - 31 NA
 - 32 Waiting time
 - 33 No issues with them.
 - 34 They generally try to work in a partnership roll and not very adversarial.
 - 35 nothing
 - 36 Nothing
 - 37 boise office has bad service
 - 38 No issues
 - 39 They need to go after non licensed individuals who do work needing a license a little more.
 - 40 have no problems
 - 41 None

Proposed Changes to CDA Inspections

- 42 Nothing
- 43 I don't know how to track corrections.
- 44 Great Service
- 45 Nothing, they are great!
- 46 Inconsistencies between inspectors
- 47 can't think of any
- 48 permit filing system.
- 49 cost
- 50 Some need more training.
- 51 n/a
- 52 Nothing
- 53 none
- 54 No complaints.
- 55 personal one on one
- 56 I have no complaints
- 57 nothing
- 58 Nothing
- 59 nothing
- 60 We lost our Main man, Tom Louden.
- 61 We do very little work in the city, most of our work is for customers in the outlying areas. We have almost no contact with city inspectors.

5 Would you prefer to work with electrical inspectors at the city level or the state level?

Answer Choices –	Responses –
City level	4
State level	45
Both	4
Unknown	6
Other (please specify)	2

Showing 2 responses

Depends on how they set it up and if its going to take more time to do our job
doesnt matter

6 How long does it currently take to complete your needed inspection once you request it?

Answer Choices –	Responses –
1 - 2 Days	55
3 - 4 Days	6
5 - 6 Days	1
7 - 9 Days	1
10 - 15 Days	1
More than 15 Days	2

Proposed Changes to CDA Inspections

7 Do you have any other comments, questions, or concerns?

1 In every city I have worked in that has had there own electrical permits and/or inspectors it has created issues -
2 from the permit cost, permit accessibility, the inspectors Knowledge, Skill Level, Timeliness, Accessibility. Also the
3 general requirements that if the city has there own electrical division requirements could change from the
4 National code to the City's code.

5 I think you should leave it alone. I've worked in other states with city inspections and its a pain in the ass . Ends
6 up costing more time on contractors and more money for the customer. Stick to taxation if coeurdalene needs
7 more money!!!!

8 They are doing a good job

9 State inspectors are knowledgeable on code questions and corrections, they are easy to deal With and very fast
10 making my life easier when dealing with the building contractors.

11 It is very cumbersome in Washington State to coordinate inspections with either the state or any of the many
12 local jurisdictions who handle their own inspections.

13 Permitting has gone back and forth from city to state.The state resolved previous issues and has developed a
14 sensible working model.

15 WHAT IS WRONG WITH CURRENT ARRAINGMENTS? DOES THIS MEAN DIFFERENT ENFORCEMENT, WERE WOULD
WE GET PERMITS ? WOULD THE CITY WRITE IT"S OWN CODE?

city clutter and bureaucracy is worse than the state ever could be

Leave the electrical inspections at a state level. Kootenai County has enough problems in the building department
and would mess this up as well.

As the person in our company who is responsible for pulling permits and requesting inspections I feel that this is
not needed. There are too many factors that can cause error and be open for interpretation. Would all of CDA be
under a city permit or would parts around the lake be excluded? If a site rests on or near a border line who would
be responsible? Will city code be the same as state? The city of Spokane has a different system than state and
that can at times be difficult. Not all of Spokane is included and city and state inspectors at times differ from what
they would want done at a site. I think for Coeur d' Alene to have their own city inspectors is the wrong idea. At
the very least wait to see how Post Falls does with it (and I'm not happy about that either).

It is wrong when the city indicates that the state does a poor job

When I see the confusion that some of the other trades go through when it comes to dealing with different City,
County or State inspectors depending on the work area, it makes me very thankful to deal with the current State
Inspectors.

I am concerned that the city of CDA is going to do their own electrical inspections. The differences between the
city and state on plumbing inspections is wide. Everything we do in regards to plumbing is harder when doing it
inside the city. Its starts with getting a permit to scheduling inspections. The State website is so much better and
easier to use and the inspectors use common sense when making decisions.

The inspectors and the system we have now works great. Don't change things!!!!

No city inspectors

Proposed Changes to CDA Inspections

- 16 The vast experience, information base, and knowledge of the state level inspectors is a major asset for me and my customers. The accommodation afforded by the state makes everything much easier and is even more beneficial to our clients.
- 17 I can't imagine why the City of Cd'A would want to reinvent the wheel! The State inspectors have been inspecting the city for years now and I haven't heard any inspectors or electrical contractors complain about how it is being done nor do I know of any problems with the safety of the city in regards to electrical work being done. This seems redundant since the state already provide this service. What is the citys' reason for wanting to do this? If the fees were about the same I can't see them making any profit from it? Why?
- 18 We don't know when an inspection is complete unless it has failed. No communication.
- 19 WHAT ARE THE PROPOSED PERMIT COSTS THRU THE CITY OF COEUR D' ALENE?
- 20 No
- 21 Leave this issue alone!!!
- 22 I don't support the city level idea at all
- 23 state electrical inspectors do only electrical inspections and are familiar with NEC and quickly answer questions to keep the job s ,moving
- 24 Permit fees, re-inspection fees, availability of inspectors, office help, web site efficiency as in getting a permit on-line at the job site. Really taking the time to look at our work at final (I replaced 3 light fixtures in the CDA area and found 5 code violations)
- 25 I do not want city inspectors- I believe it will add confusion, inconvenience &, probably cost me more money and be more of a hassle than it will do any good
- 26 No
- 27 Keeping things simple, at the state level keeps Idaho a business friendly state!
- 28 No
- 29 I like being able to submit to one permitting service wither the job is in the city or county I do not like having to find out wither the job is in the city or county, like Spokane is.
- 30 no
- 31 I am concerned about additional cost, licensing requirements and rules not to mention jurisdictional confusion which may be associated with this purposed change.
- 32 The Inspectors in the City of Spokane have different parameters than the State of Washington L&I inspectors. Sometimes this is an advantage. Sometimes it is not. However remembering different sets of rules becomes confusing. I kind of don't want to have to remember ANOTHER set of interpretations of the same rules, again.
- 33 State inspectors typically take longer for remote locations.
- 34 City inspections typically are a lot more expensive, also City's tend to have a steep learning curve when they start programs like this which tends to make contractors either shy away from doing business in those cities are for some contractors to not pull permits that they normally would have.
- 35 no
- 36 No
- 37 We can end up with every city, makes it complicated
- 38 Keep the inspectors at the state level
- 39 Leave it alone

Proposed Changes to CDA Inspections

40 Worried about unqualified personnel

I have shared with others in the local construction community that it seems redundant and inefficient to have multiple inspection agencies doing basically the same job. I would like to see one consolidated inspection agency providing all inspection services for the state, counties, cities, and health districts. This would result in much more consistent code enforcement which in turn would allow contractors to be more efficient.

8 Optional: Company Name and Contact Information

- 1 Independent Electrical Services, LLC Jason Shoemaker - Owner 208-699-5511
- 2 Clay Barney VTI Electric Spokane WA. 509-944-0840
- 3 Signsouth Inc& Signsouth Inc dba Highlight Sign
- 4 S&J electric Scott Chapple 208-691-5571
- 5 Coeur d' Alene Electric Inc. Peter Finney 208-818-0275
- 6 Fourth Street Electric lynnschwindel@gmail.com 208-699-5103
- 7 RELIABLE ELECTRIC 772-2490
- 8 R.R.Reese (208) 771-1253
- 9 Intermountain Security Jim Monroe
- 10 PCIR
- 11 AAAELECT@YMAIL.COM
- 12 Premier Electric Jennifer Harrison 208-762-4506
- 13 C.E.Oakland plbg. and htg. 667-4006
- 14 Amp Electric, LLC Josh Haralson 208-661-6358
- 15 R.K. Electric, Inc. 125 Poplar CDA, Id. Rob Kaestner 208-660-9813
- 16 Henry's electric. Email iceman12281@gmail.com
- 17 Franssen's Electric, Randy Franssen (208)660-1888, email: ranfran1960@hotmail.com
- 18 Conifer Electric Inc. Chris 509-993-5204
- 19 Steve Harns Eastlake Electric eastlake.electric@gmail.com
- 20 YESCO LLC, Brent Smith 208-773-4718
- 21 POWER CITY ELECTRIC STEVE BRADLEY 3327 E OLIVE SPOKANE, WA 99202 509-535-8500 X1035
- 22 N/A
- 23 Morse Enterprises INC (208)659-9719
- 24 Sign Service & Mfg.
- 25 Ward electric. 651-6031
- 26 super d electric wade dabil 208-215-6857
- 27 All-Service Electric Inc.
- 28 Macs Electric Steve McMaster 208 659-3286 s.macselectric@frontier.com
- 29 True North Electric INC.
- 30 Thompson's Electric Inc. Greg Thompson 208-661-0430 gregtei@yahoo.com
- 31 Hagadone Corporate Ken Fong 208-765-4000 ext.7055
- 32 Safety Electric, Electrical Contractor, 208-618-9862
- 33 United Electrical
- 34 Evergreen Electric Byron Hatley 623-6331 755-4686 byronh@evergreenelectric.net
- 35 TEC - The Electric Company (509) 891-5764
- 35 epic electric 208 640 6194
- 36 Jim Thorpe, Thorco, Inc., info@thorcocda.com
- 37 Parker Electric

Proposed Changes to CDA Inspections

- 38 Electrical Systems Plus
- 39 Scotty's Electric Co, Jim McLuskie owner
- 40 All Commercial Electric
- 41 Dann at Mountain Sign LLC
- 42 Scott Jessick, R.C. Worst & Company, scott.jessick@rcworst.com, 208-664-2133

ORDINANCE NO. _____
COUNCIL BILL NO. 15-1014

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ADOPTING A NEW MUNICIPAL CODE CHAPTER 15.13 TO ADOPT THE 2014 NATIONAL ELECTRICAL CODE AS THE ELECTRICAL CODE FOR THE CITY OF COEUR D'ALENE, REQUIRING PERMITS, AUTHORIZING FEES TO BE SET BY RESOLUTION OF THE CITY COUNCIL AND ESTABLISHING THAT VIOLATIONS OF THIS CHAPTER ARE A MISDEMEANOR PUNISHABLE BY FINE OF NOT MORE THAN \$1,000 OR BY IMPRISONMENT FOR UP TO 180 DAYS OR BOTH SUCH FINE AND IMPRISONMENT, 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, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that said provisions be adopted; NOW, THEREFORE,

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

SECTION 1. *That a new Chapter 15.13, entitled ELECTRICAL CODE, is hereby added to the Coeur d'Alene Municipal Code.*

SECTION 2. *That a new Section 15.13.010, entitled ADOPTION, is hereby added to the Coeur d'Alene Municipal Code as follows:*

15.13.010: ADOPTION:

- A. In order to protect the health, safety and welfare of the citizens of Coeur d'Alene, the 2014 National Electrical Code (NEC), as adopted and amended by IDAPA 07.01.06, is hereby adopted to establish regulations governing electrical installation and construction within the City.
- B. The Building Official is charged with administering the NEC within the City. Unless the context clearly indicates otherwise, Chapter 1 entitled, Scope and Administration, of the International Building Code (IBC), is adopted to guide the interpretation and administration of the NEC.
- C. Any provision contained in this chapter more restrictive than the provisions of the NEC as adopted by the State of Idaho, shall govern.

SECTION 3. *That a new Section 15.13.020, entitled PERMITS REQUIRED, is hereby added to the Coeur d'Alene Municipal Code as follows:*

15.13.020: PERMITS REQUIRED:

A permit must be obtained prior to doing any wiring, making any electrical installation, or doing any other work regulated by the NEC, within the City. A permit may be obtained by filing with the City a permit application, upon the form provided for that purpose. The application must be fully completed and describe in detail the proposed installation, including sketches and specification, contact information for the permittee, and any other information required on the application. Upon issuance, the permit will serve as permission to commence work.

SECTION 4. *That a new Section 15.13.030, entitled PERMIT ISSUANCE AND REVOCATION, is hereby added to the Coeur d'Alene Municipal Code as follows:*

15.13.030: PERMIT ISSUANCE AND REVOCATION:

A. No permit will be issued to any person to do or cause to be done any work regulated by this Chapter, except to a person holding a valid electrical license issued by the State of Idaho, persons exempt from state licensure by Idaho Code or as otherwise provided in this Chapter. After completion of an Application for Permit and approval by the City, a property owner exempt from state licensure by Idaho Code may be granted a permit for work regulated by this Chapter.

B. The person obtaining a permit required by this Chapter shall remain responsible for compliance with all applicable Code sections and for the quality of workmanship. The City accepts no responsibility or liability for defects, performance or quality of workmanship related to such permits.

C. The City may refuse to issue a permit and/or revoke an existing permit to any person acting in violation of the NEC and any other applicable municipal or state code.

D. Any permit for the purpose of extension, removal, alteration, repair or replacement of electrical wiring, circuits, apparatus or equipment in a building or premises may be issued to any qualified regularly employed maintenance electrician working on the premises of his or her employer provided this electrician shall personally purchase all materials and perform all labor in connection with said permit. It shall be the responsibility of the person performing said work to secure permits prior to starting work, and to secure the required inspections.

SECTION 5. *That a new Section 15.13.040, entitled FEES, is hereby added to the Coeur d'Alene Municipal Code as follows:*

15.13.040: FEES:

Fees for the issuance of electrical permits will be established by Resolution of the City Council.

SECTION 6. *That a new Section 15.13.050, entitled CITY NOT LIABLE, is hereby added to the Coeur d'Alene Municipal Code as follows:*

15.13.050: CITY NOT LIABLE:

This Chapter is not to be construed to relieve from liability of any person owning, operating, controlling or installing any electrical wiring, electrical device, or electric motor for damages to person or property caused by any defects therein. The City is not responsible or liable for any damages by reason of any inspection required by this chapter.

SECTION 7. *That a new Section 15.13.060, entitled VIOLATIONS AND PENALTIES, is hereby added to the Coeur d'Alene Municipal Code as follows:*

15.13.060: VIOLATIONS AND PENALTIES:

Any person who violates any provision of this chapter or the NEC, is guilty of a misdemeanor punishable as provided in M.C. Chapter 1.28.

SECTION 8. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 9. Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the City of Coeur d'Alene City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

SECTION 10. The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

SECTION 11. 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 August 18th, 2015.

APPROVED, ADOPTED and SIGNED this 18th day of August, 2015.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Creating New Municipal Code Chapter 15.13 entitled Electrical Code and
adopting the 2014 National Electrical Code

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ADOPTING A NEW MUNICIPAL CODE CHAPTER 15.13 TO ADOPT THE 2014 NATIONAL ELECTRICAL CODE AS THE ELECTRICAL CODE FOR THE CITY OF COEUR D'ALENE, REQUIRING PERMITS, AUTHORIZING FEES TO BE SET BY RESOLUTION OF THE CITY COUNCIL AND ESTABLISHING THAT VIOLATIONS OF THIS CHAPTER ARE A MISDEMEANOR PUNISHABLE BY FINE OF NOT MORE THAN \$1,000 OR BY IMPRISONMENT FOR UP TO 180 DAYS OR BOTH SUCH FINE AND IMPRISONMENT; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Creating New Municipal Code Chapter 15.13 entitled Electrical Code and adopting the 2014 National Electrical Code, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 18th day of August, 2015.

Warren J. Wilson, Chief Deputy City Attorney

COUNCIL BILL NO. 15-1015
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, VACATING A PORTION OF PUBLIC RIGHT-OF-WAY IN THE CORRECTED PLAT OF THE TOWN OF COEUR D'ALENE & KINGS ADDITION, RECORDED IN BOOK "C" OF DEEDS, PAGE 144, RECORDS OF KOOTENAI COUNTY, GENERALLY DESCRIBED AS A PORTION OF FRONT AVENUE RIGHT-OF-WAY BETWEEN 2ND AND 3RD STREET AND A PORTION OF 2ND STREET RIGHT-OF-WAY SOUTH OF SHERMAN AVENUE LYING IN THE SOUTHWEST QUARTER OF SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, COEUR D'ALENE, KOOTENAI COUNTY, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

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

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

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

Legal description and drawing, attached hereto as Exhibits "A & B" and incorporated herein by reference.

be and the same is hereby vacated.

SECTION 2. That said vacated right-of-way shall revert to the adjoining property owner on the south and west sides of the vacated area.

SECTION 3. That the existing right-of-way, easements, and franchise rights of any lot owners, public utility, or the City of Coeur d'Alene shall not be impaired by this vacation, as provided by law.

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

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

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on August 18th, 2015.

APPROVED by the Mayor this 18th day of August, 2015.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
V-15-2, STORM SEWER EASEMENT VACATION

The City of Coeur d'Alene, Idaho hereby gives notice of the adoption of Coeur d'Alene Ordinance No. _____, vacating a portion of Front Avenue right-of-way between 2nd and 3rd Street and a portion of 2nd Street right-of-way south of Sherman Avenue located on the boarder of Block U of the corrected Plat of the Town of Coeur d'Alene & Kings Addition.

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

Attached Exhibits "A & B"

The ordinance further provides that the ordinance shall be effective upon publication of this summary. The full text of the summarized Ordinance No. _____ is available at Coeur d'Alene City Hall, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814 in the office of the City Clerk.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. ____, V-15-2, vacating a portion of Front Avenue right-of-way between 2nd and 3rd Street and a portion of 2nd Street right-of-way south of Sherman Avenue located on the boarder of Block U of the corrected Plat of the Town of Coeur d'Alene & Kings Addition 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 18th day of August, 2015.

Warren J. Wilson, Chief Civil Deputy City Attorney

2ND STREET VACATION

A portion of 2nd Street south of Sherman Avenue, located in Southwest Quarter of Southwest Quarter of Section 13, Township 50 North, Range 4 West, Boise Meridian, City of Coeur d'Alene, Idaho, described as follows:

COMMENCING at a 2 inch Aluminum cap marked, "ROD JONES PLS 12463" marking the centerline intersection of 2nd Street and Sherman Avenue as shown on record of survey recorded in Book 27 of Surveys, Page 141, records of Kootenai County, Idaho, said Aluminum cap bears North 87° 38' 08" West a distance of 362.04 feet from a 5/8 inch rebar with cap marked, "WELCH COMER PLS 12318", marking the centerline intersection of 3rd Street and Sherman Ave as shown on record of survey recorded in Book 28 of Surveys, Page 149, records of Kootenai County, Idaho; thence South 34° 36' 39" East a distance of 50.07 feet to the present northwest corner of Block U of the Corrected Plat of the Town of Coeur d'Alene & Kings Addition, recorded in Book C of Deeds, Page 144, records of Kootenai County, Idaho, as shown on record of survey recorded in Book 7 of Surveys, Page 205, records of Kootenai County, Idaho and marked by the northwest corner of an existing building, said point being the **TRUE POINT OF BEGINNING**:

Thence South 02° 25' 35" West along west line of said Block U and the westerly extension thereof, a distance of 203.02 feet to southerly right of way of Front Avenue as shown on said record of survey recorded in Book 7 of Surveys, Page 205;

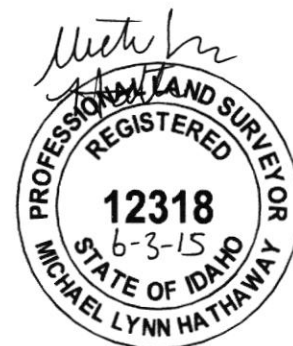
Thence North 59° 29' 36" West along said southerly line, a distance of 19.34 feet to the beginning of a curve to the right, having a radius of 100.00 feet;

Thence northwest along said southerly line and curve, an arc length 57.90 feet, through a central angle of 33° 10' 28", a chord bearing of North 42° 54' 22" West and a chord distance of 57.10 feet to the westerly right of way of 2nd Street as shown on said record of survey recorded in Book 7 of Surveys, Page 205;

Thence along a non-tangent line and said western right of way, North 01° 54' 48" East a distance of 156.23 feet to the south right of way of said Sherman Ave;

Thence South 85° 12' 40" East a distance of 59.12 feet to the **TRUE POINT OF BEGINNING**.

CONTAINING 10,783 square feet or 0.248 acres more or less.



FRONT AVEUNE (SAND STREET) VACATION

A portion of Front Avenue, also known as Front Street and Sand Street, between 2nd and 3rd Street, located in Southwest Quarter of Southwest Quarter of Section 13, Township 50 North, Range 4 West, Boise Meridian, City of Coeur d'Alene, Idaho, described as follows:

COMMENCING at a 2 inch Aluminum cap marked, "ROD JONES PLS 12463" marking the centerline intersection of 2nd Street and Sherman Ave as shown on record of survey recorded in Book 27 of Surveys, Page 141, records of Kootenai County, Idaho, said Aluminum cap bears North $87^{\circ} 38' 08''$ West a distance of 362.04 feet from a 5/8 inch rebar with cap marked, "WELCH COMER PLS 12318", marking the centerline intersection of 3rd Street and Sherman Ave as shown on record of survey recorded in Book 28 of Surveys, Page 149, records of Kootenai County, Idaho; thence South $34^{\circ} 36' 39''$ East a distance of 50.07 feet to the present northwest corner of Block U of the Corrected Plat of the Town of Coeur d'Alene & Kings Addition, recorded in Book C of Deeds, Page 144, records of Kootenai County, Idaho, as shown on record of survey recorded in Book 7 of Surveys, Page 205, records of Kootenai County, Idaho and marked by the northwest corner of an existing building; thence South $02^{\circ} 25' 35''$ West along westerly line of said Block U, a distance of 105.69 feet to the beginning of a curve to the left, having a radius of 30.00 feet, said point being the **TRUE POINT OF BEGINNING**:

Thence southeast along the northerly line of said Front Avenue and curve, an arc length 32.42 feet, through a central angle of $61^{\circ} 55' 11''$, a chord bearing of South $28^{\circ} 32' 01''$ East and a chord distance of 30.87 feet;

Thence South $59^{\circ} 29' 36''$ East along said northerly line, a distance of 162.25 feet to the beginning of a curve to the left, having a radius of 230.00 feet;

Thence southeast along said northerly line and curve, an arc length 112.14 feet, through a central angle of $27^{\circ} 56' 11''$, a chord bearing of South $73^{\circ} 27' 42''$ East and a chord distance of 111.04 feet;

Thence South $87^{\circ} 25' 47''$ East along said northerly line, a distance of 35.17 feet to the westerly right of way of 3rd Street;

Thence leaving said northerly line, South 02° 25' 35" West along an extension of said westerly right of way, a distance of 70.00 feet to the southerly right of way of said Front Avenue;

Thence North 87° 25' 47" West along said southerly right of way, a distance of 35.34 feet to the beginning of a curve to the right, having a radius of 300.00 feet;

Thence northwest along said southerly right of way and curve, an arc length 146.27 feet, through a central angle of 27° 56' 11", a chord bearing of North 73° 27' 42" West and a chord distance of 144.83 feet;

Thence North 59° 29' 36" West along said southerly right of way a distance of 142.90 feet;

Thence leaving said southerly right of way, North 02° 25' 35" East a distance of 97.33 feet to the **TRUE POINT OF BEGINNING**.

CONTAINING 22,876 square feet or 0.525 acres more or less.

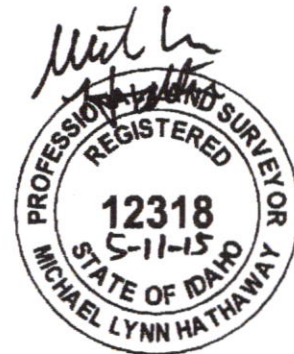


EXHIBIT "B"

SHERMAN AVE

HUDSON'S HAMBURGERS

PAINTER'S CHAIR GALLERY

WELLS FARGO BANK

N87°38'08"W 362.04'

SHERMAN AVE

59.12'
S85°12'40"E

40'

S34°36'39"E 50.07'

40'

TPOB
FOR 2ND ST VACATION

TPOB
FOR FRONT AVE ROW VACATION

PROPOSED 2ND
ST VACATION
10783 SQ FT
0.248 ACRES

L=32.42 R=30.00
Δ=61°55'11"
CB=S28°32'01"E
CD=30.87

THE SHOPS

L=112.14 R=230.00
Δ=27°56'11"
CB=S73°27'42"E
CD=111.04

PROPOSED ROW VACATION
22876 SQ FT
0.525 ACRES

L=57.90 R=100.00
Δ=33°10'28"
CB=N42°54'22"W
CD=57.10

N59°29'36"W 19.34'

S59°29'36"E 162.25'
N59°29'36"W 142.90'

35.17'
S87°25'47"E

S02°25'35"W
70.00

COEUR D'ALENE RESORT

L=146.27 R=300.00
Δ=27°56'11"
CB=N73°27'42"W
CD=144.83

N87°25'47"W
35.34'

5/8" REBAR W/CAP-ILLEGIBLE

US BANK

EVERSON'S JEWELRY

RW

RW

PK W/WASHER

US BANK

WIGGETT'S

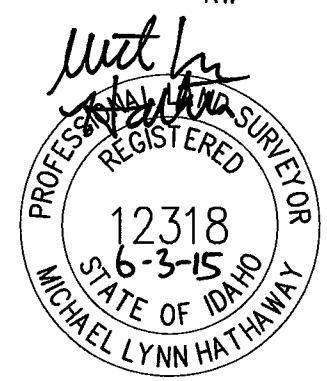
"X" IN CONCRETE

RW

RW

FRONT AVE

MCEUEN PARK



NOTES

1) THIS IS NOT A SURVEY FOR RECORDING PURPOSES.



SCALE: 1"=60'

LEGEND

- FOUND SURVEY MONUMENT AS NOTED
- FOUND 5/8" x 30" REBAR WITH CAP MARKED "WELCH COMER PLS 12318"



www.welchcomer.com
350 E. Kathleen Ave.
Coeur d'Alene, ID 83815

208-664-9382
(toll free) 877-815-5672
(fax) 208-664-5946

COPYRIGHT 2015
Welch-Comer & Associates, Inc.
This document, and ideas and designs
incorporated herein, as an instrument
of professional service, is the property
of Welch-Comer & Associates, Inc.,
and is not to be used in whole or in
part for any other project without the
written authorization of Welch-Comer
& Associates, Inc.

VACATION EXHIBIT FOR 2ND STREET SOUTH OF SHERMAN AND FRONT AVENUE
BETWEEN 2ND AND 3RD STREET

SW 1/4 OF SEC. 13, T. 50 N., R. 4 W., B.M., CITY OF COEUR D'ALENE, KOOTENAI CO., ID.

PROJECT NUMBER: 41022
 DESIGNED BY: MLH
 DRAWN BY: TJF
 DRAWING NAME: 41208EX01.DWG
 DATE: 5-4-2015
 SHEET NO: 1 OF 1

**CITY COUNCIL
STAFF REPORT**

DATE: August 18, 2015
FROM: Warren Wilson, Deputy City Attorney
SUBJECT: Front and Second Street Vacation Ordinance (V-15-2).

DECISION POINT:

Approve or deny the attached ordinance vacating portions of Front Avenue and Second Street.

HISTORY:

On July 7, 2015, the City Council held a public hearing on this proposed vacation and directed staff to prepare the vacation ordinance. Staff has done so and is returning the vacation ordinance to the City Council for final approval. The ordinance will take effect upon publication of the ordinance.

At the hearing, the applicant indicated that it would grant back to the City easements for utilities and pedestrian and bicycle access following the vacation. Staff has negotiated the attached easements with the applicant. Because the vacation cannot be conditioned, the two easements will be executed and recorded by the parties following the vacation process.

FINANCIAL ANALYSIS:

NA

PERFORMANCE / QUALITY OF LIFE ANALYSIS:

NA

DECISION POINT/RECOMMENDATION:

Approve or deny the attached ordinance vacating portions of Front Avenue and Second Street.

RESOLUTION NO. 15-042

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AGREEMENT OBTAINING A UTILITY, PEDESTRIAN AND BICYCLE ACCESS, SIDEWALK AND FIRE LANE EASEMENTS FROM HAGADONE HOSPITALITY CO.

WHEREAS, Hagadone Hospitality, Co. has agreed to grant to the City a utility easement as described in the Utility Easement Agreement attached hereto as Exhibit "A" and by this reference incorporated herein; and

WHEREAS, Hagadone Hospitality, Co. has also agreed to grant to the City an easement for sidewalks, pedestrian/bicycle access, and a fire lane as described in the Sidewalk, Pedestrian/Bicycle Access, and Fire Lane Easement Agreement attached hereto as Exhibit "B" and by this reference incorporated herein; and

WHEREAS, the City of Coeur d'Alene finds the proposed easements necessary for the purposes of constructing, improving, operating, and maintaining city utilities and for providing pedestrian/bicycle access and a fire lane; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City accept the easements from Hagadone Hospitality Co., attached hereto as Exhibits "A" and "B".

BE IT FURTHER RESOLVED, that the Mayor, City Administrator, and City Attorney are hereby authorized to modify the easements approved by this resolution provided the substantive provisions of the agreement remain intact.

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

DATED this 18th day of August, 2015.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER ADAMS Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

UTILITY EASEMENT AGREEMENT FOR WATER, WASTEWATER AND STORMWATER LINES

KNOW ALL MEN BY THESE PRESENTS, that **HAGADONE HOSPITALITY CO.**, with its principal place of business at 111 South First Street, Coeur d'Alene Idaho, 83814, the **GRANTOR**, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, paid by the City of Coeur d'Alene, Kootenai County, State of Idaho, receipt of which is acknowledged, do hereby grant, quitclaim and convey unto the **CITY OF COEUR D'ALENE**, a municipal corporation, the **GRANTEE**, whose address is 710 Mullan Avenue, Coeur d'Alene, Idaho, 83814, its successors and assigns, the following described utility easement, together with the rights of ingress and egress for the improvement, operation and maintenance of water, wastewater and stormwater/drainage lines and related appurtenances over and through the former Front Ave. and 2nd Street rights of way vacated by Ordinance #____, more fully described in Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as the "Easement Area").

The **GRANTOR** agrees not to erect or construct, or permit to be erected or constructed, any building, structure or other obstruction within ten feet (10') of any city water, wastewater and/or stormwater/drainage line or appurtenance within the Easement Area. Notwithstanding the foregoing, **GRANTOR** may, with the express written consent of the **GRANTEE**, locate improvements within ten feet (10') of any of **GRANTEE'S** water, waste water, and/or storm water/drainage lines and related appurtenances if the **GRANTEE** determines, based on a **GRANTOR** provided report, prepared by a licensed civil engineer acceptable to **GRANTEE**, that the location of the improvements will not interfere with the functioning of **GRANTEE'S** utility lines and related appurtenances, that the improvements can be constructed without damaging or otherwise impairing the functioning of **GRANTEE'S** utility lines and related appurtenances, and that construction of the improvements does not otherwise interfere with **GRANTEE'S** rights under this Easement Agreement. **GRANTEE'S** written consent will not be unreasonably withheld or conditioned. In the event that any of **GRANTOR'S** improvements are located under the terms of this provision, and in the further event that said location causes the **GRANTEE'S** maintenance or repair costs of its infrastructure to increase, then **GRANTOR** covenants and agrees to pay an amount equal to the increase in said maintenance or repair costs.

GRANTOR further agrees to maintain a clear distance of twenty feet (20') above the Easement Area to allow for the construction and maintenance of **GRANTEE'S** utility lines and appurtenances. The **GRANTOR** also agrees not to increase or decrease the existing ground elevations within the Easement Area without the express written consent of the **GRANTEE**. **GRANTOR** agrees to reimburse to **GRANTEE** all additional labor, equipment and material costs that are reasonably necessitated by the fact that the agreed-upon vertical clearance distance under this Easement is twenty feet (20') instead of thirty feet (30'). **GRANTOR** will fully reimburse **GRANTEE** within 30 days of receipt of an invoice from **GRANTEE**.

GRANTOR agrees and that all underground utility lines, appurtenances and facilities installed by or for the **GRANTEE** shall remain the property of the **GRANTEE**, removable by the **GRANTEE** at its option.

GRANTOR agrees that no other easement or easements will be granted on, under or over the Easement Area without obtaining the prior written consent of the **GRANTEE**.

GRANTEE may at any time increase its use of the Easement Area, change the location of the utility lines and/or appurtenances, within the boundaries of the Easement Area or modify the size of existing facilities or other improvements as it may determine in its sole discretion at **GRANTEE'S** cost and without paying additional compensation to the **GRANTOR**.

GRANTOR may, with the express written consent of the **GRANTEE**, relocate any of the utility lines and/or appurtenances to other locations, either within or outside the Easement Area, provided that the functioning of the utility line or appurtenance is not impaired as determined by the **GRANTEE** in its sole discretion, which may not be unreasonably withheld or conditioned.

Should it be necessary for the **GRANTEE** to remove fencing, remove or damage any asphalt, concrete or other surfacing for the maintenance or repair of the utility lines or appurtenances, **GRANTEE** will, at its sole expense, repair and restore them to their original condition.

GRANTOR agrees that where the written consent of the **GRANTEE** is required, such consent will be demonstrated by an agreement between the parties approved by **GRANTEE'S** City Council and signed by its Mayor.

TO HAVE AND TO HOLD such easement for public purposes so long as the same shall be used, operated and maintained as such.

IN WITNESS WHEREOF, the **GRANTORS** have caused this instrument to be executed this ____ day of August, 2015.

GRANTOR:

HAGADONE HOSPITALITY CO.

Jerald Jaeger, President

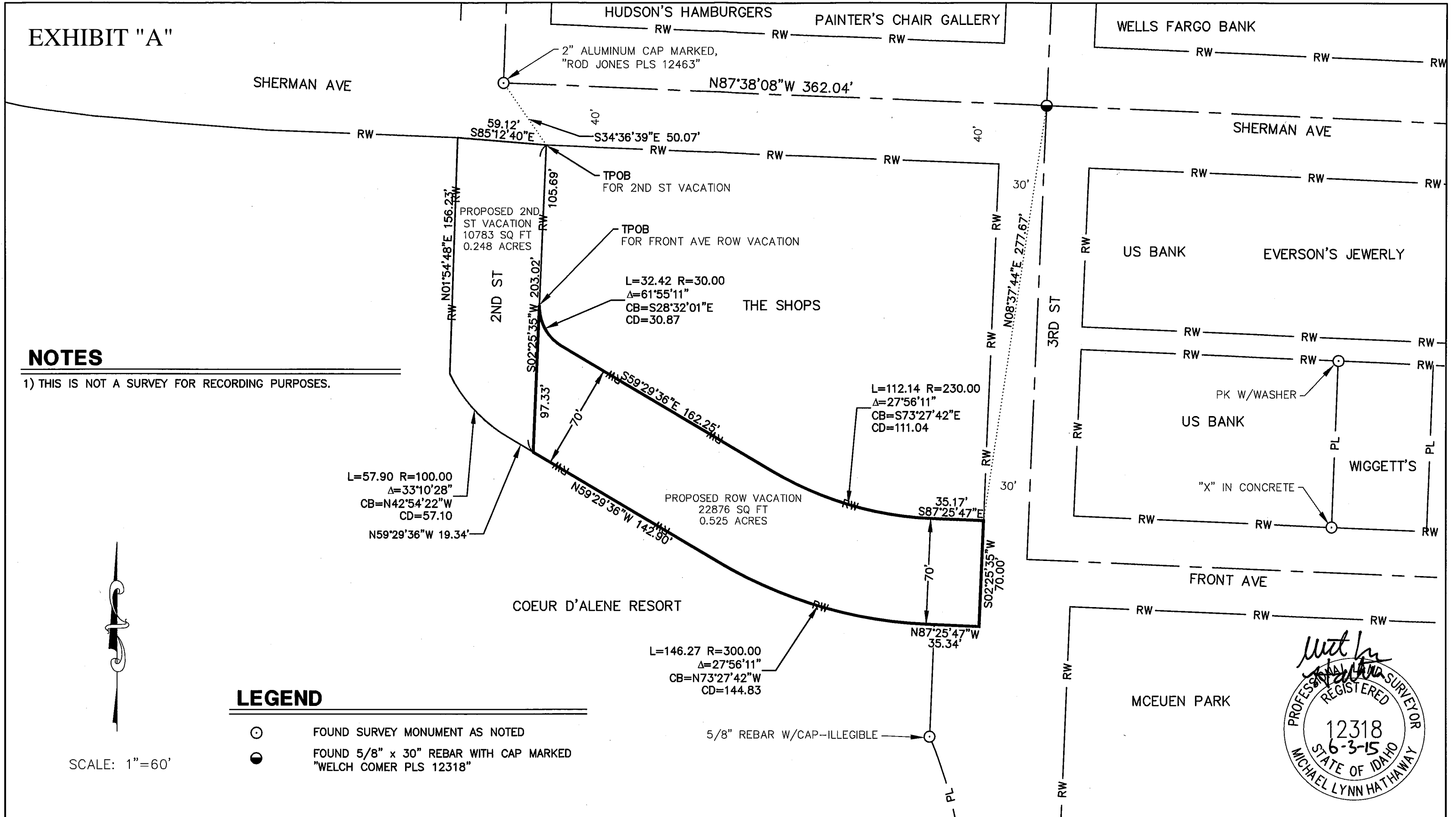
STATE OF IDAHO)
) ss.
County of Kootenai)

On this __ day of August, 2015, before me, a Notary Public, personally appeared **Jerald Jaeger**, known to me to be the President, of **Hagadone Hospitality Co.**, and the persons who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Notary Public for Idaho
Residing at Coeur d'Alene
My Commission Expires:_____

EXHIBIT "A"



NOTES

1) THIS IS NOT A SURVEY FOR RECORDING PURPOSES.

LEGEND

- FOUND SURVEY MONUMENT AS NOTED
- FOUND 5/8" x 30" REBAR WITH CAP MARKED "WELCH COMER PLS 12318"

SCALE: 1"=60'



www.welchcomer.com
350 E. Kathleen Ave.
Coeur d'Alene, ID 83815

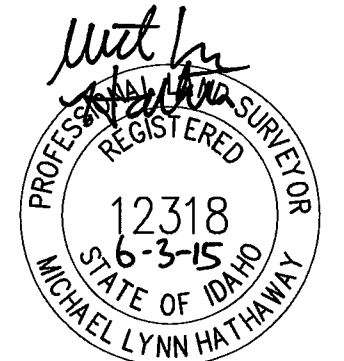
208-664-9382
(toll free) 877-815-5672
(fax) 208-664-5946

COPYRIGHT 2015
Welch-Comer & Associates, Inc.
This document, and ideas and designs
incorporated herein, as an instrument
of professional service, is the property
of Welch-Comer & Associates, Inc.,
and is not to be used in whole or in
part for any other project without the
written authorization of Welch-Comer
& Associates, Inc.

VACATION EXHIBIT FOR 2ND STREET SOUTH OF SHERMAN AND FRONT AVENUE BETWEEN 2ND AND 3RD STREET

SW 1/4 OF SEC. 13, T. 50 N., R. 4 W., B.M., CITY OF COEUR D'ALENE, KOOTENAI CO., ID.

PROJECT NUMBER: 41022
DESIGNED BY: MLH
DRAWN BY: TJF
DRAWING NAME: 41208EX01.DWG
DATE: 5-4-2015
SHEET NO: 1 OF 1



PEDESTRIAN, BICYCLE AND FIRE ACCESS EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that **HAGADONE HOSPITALITY CO.**, with its principal place of business at 111 South First Street, Coeur d'Alene Idaho, 83814, the **GRANTOR**, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, paid by the City of Coeur d'Alene, Kootenai County, State of Idaho, receipt of which is acknowledged, do hereby grant, quitclaim and convey unto the **CITY OF COEUR D'ALENE**, a municipal corporation, the **GRANTEE**, whose address is 710 Mullan Avenue, Coeur d'Alene, Idaho, 83814, its successors and assigns, the following described pedestrian/bicycle, sidewalk, and fire access easements over and through the former Front Ave. and 2nd Street rights of way vacated by Ordinance #____, more fully described in Exhibit "1" attached hereto and incorporated herein by reference (hereinafter referred to as the "Easement Area").

A. PEDESTRIAN/BICYCLE ONLY AREA:

1. The **GRANTOR** hereby grants to **GRANTEE** an easement ("Easement A") for a pedestrian and bicycle path, generally fourteen feet (14') in width, over and across the Easement Area as depicted on Exhibit "2" attached hereto and incorporated herein by reference. Such path shall not be widened without the **GRANTOR'S** written consent.
2. **GRANTOR** agrees not to erect or construct, or permit to be erected or constructed, any building, structure or other obstruction within Easement A to the extent the same is located closer than twenty (20) vertical feet above the Easement Area depicted on Exhibit "2."
3. **GRANTOR** further agrees not to use, and to prohibit others from using, Easement A for motor vehicle access, parking, loading or unloading, events or any other use that would impair its use as a pedestrian and bicycle path without the express written consent of the **GRANTEE**. Provided, however, that **GRANTOR** may use that area depicted as "Area D" on Exhibit 2 for commercial vehicular access to the active loading and unloading zone discussed in Section B below. Area D may not be used for loading and unloading.

B. JOINT PEDESTRIAN/BICYCLE ACCESS, FIRE LANE, AND LOADING AREA:

1. The **GRANTOR** hereby grants to **GRANTEE** an easement ("Easement B") for a pedestrian and bicycle path and fire access lane, twenty six feet one inch (26'1") in width, over and across the Easement Area generally in the location indicated on the attached Exhibit "2" attached hereto and incorporated herein by reference.
2. **GRANTOR** agrees not to erect or construct, or permit to be erected or constructed, any building, structure or other obstruction within Easement B to the extent the same is located closer than twenty (20) vertical feet above the Easement Area depicted on Exhibit "2."
3. **GRANTOR** further agrees not to use, and to prohibit others from using Easement B for

motor vehicle access, parking, events or any other use that would impair its use as a pedestrian and bicycle path or fire lane without the express written consent of the **GRANTEE**. **GRANTOR** may use Easement B, except for Area D, for active loading and unloading of commercial vehicles providing pickups or deliveries of persons or goods to the adjacent Resort and/or the Plaza Shops. Area D may only be used by **GRANTOR** for commercial vehicle access to the loading and unloading area contemplated by this Section B.

C. SIDEWALK AREA:

1. The **GRANTOR** hereby grants to the **GRANTEE** an easement (“Easement C”) for a public sidewalks on the east and west sides of the former Second Street right of way, generally sixteen feet (16’) in width, in the locations indicated on Exhibit “2” attached hereto and incorporated herein by reference.
2. **GRANTOR** agrees not to erect or construct, or permit to be erected or constructed, any building, structure or other obstruction within Easement C to the extent the same is located closer than twenty (20) vertical feet above the Easement Area depicted on Exhibit “2.”
3. **GRANTOR** further agrees not to use, and to prohibit others from using Easement C for motor vehicle access, parking, events or any other use that would impair its use as a sidewalk without the express written consent of the **GRANTEE**.

D. ADDITIONAL CONDITIONS FOR ALL EASEMENT AREAS:

1. **GRANTOR** agrees that no other easement or easements will be granted on, under or over the Easement Area without obtaining the prior written consent of the **GRANTEE**.
2. **GRANTOR** agrees that where the written consent of the **GRANTEE** is required, such consent will be demonstrated by an agreement between the parties approved by **GRANTEE’S** City Council and signed by its Mayor.
3. **GRANTOR** shall be responsible for the maintenance, repair, upkeep, and/or replacement of the pedestrian and bicycle path, fire lane, and sidewalks (the “Improvements”) that are the subject of this Easement Agreement at its sole cost and expense. Such maintenance shall include maintaining all hard surfaces in good repair and snow removal. **GRANTOR** agrees to indemnify, hold harmless, and, at the **GRANTEE’S** option, defend the **GRANTEE** from any claim arising out of the **GRANTOR’S** negligence, gross negligence or intentional failure to maintain the Improvements.
4. This Easement shall supersede and replace the terms and provisions of a certain Donation Agreement and grants of licenses for right-of-way and trail improvements and maintenance

entered into by and between the City of Coeur d'Alene and Hagadone Hospitality Company on March 4, 2014.

5. This Easement shall be governed by and construed in accordance with the laws of the State of Idaho without regard to choice of law principles with venue in the First Judicial District of the State of Idaho.
6. Any addition, deletion or modification to this Agreement shall not be binding on either party except by written amendment executed by both parties.
7. If a proceeding is brought for the enforcement of this Agreement or because of any alleged or actual dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and other reasonable costs and expenses incurred in such action or proceeding in addition to any other relief available at law or equity.
8. This Agreement shall be binding upon and inure to the benefit of not only the parties hereto, but also their respective heirs, successors, representatives, and assigns.

TO HAVE AND TO HOLD such easement for public purposes so long as the same shall be used, operated and maintained as such.

IN WITNESS WHEREOF, the **GRANTORS** have caused this instrument to be executed this 18th day of August, 2015.

GRANTOR:

HAGADONE HOSPITALITY CO.

Jerald Jaeger, President

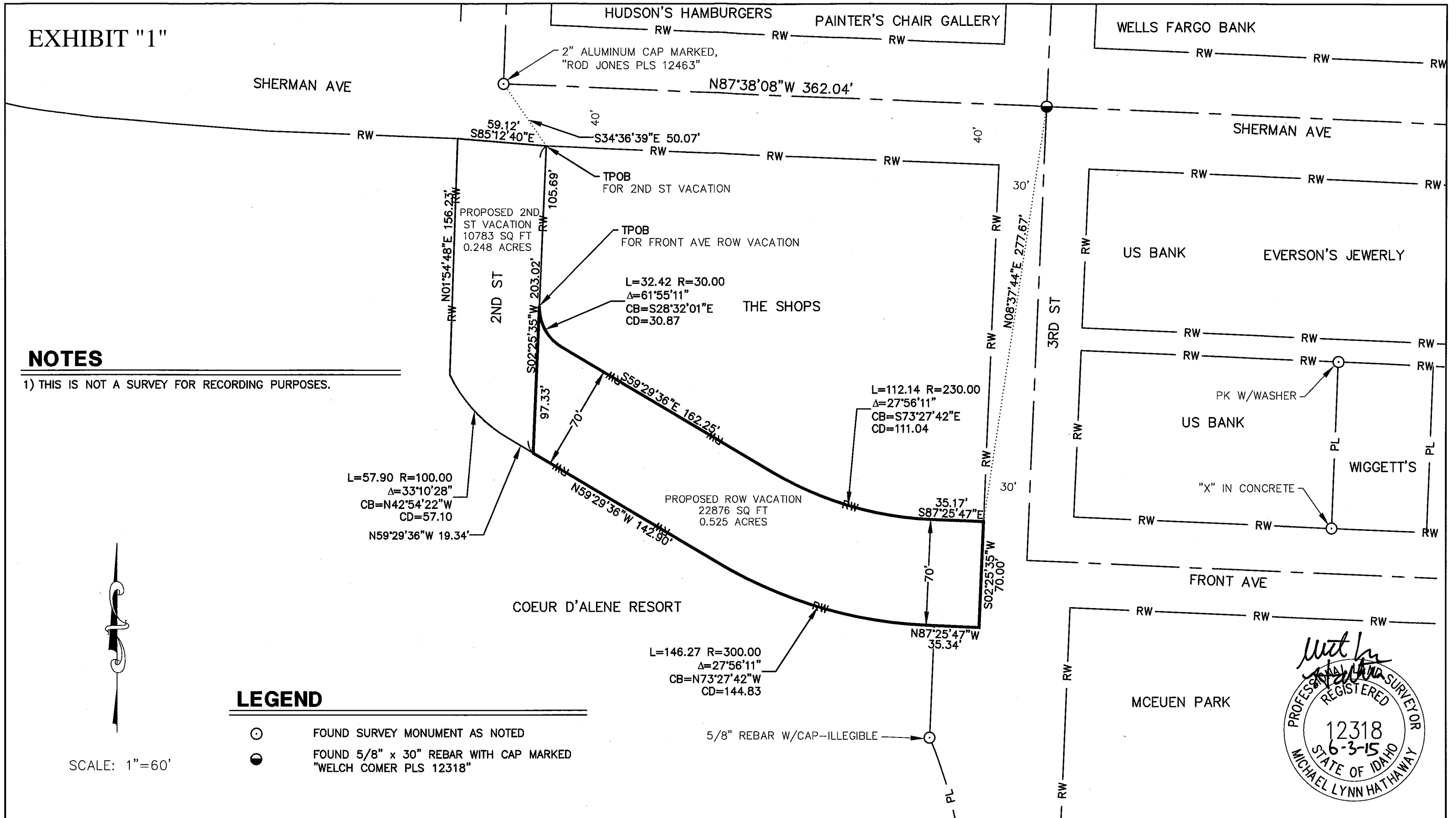
STATE OF IDAHO)
) ss.
County of Kootenai)

On this ___ day of August, 2015, before me, a Notary Public, personally appeared **Jerald Jaeger**, known to me to be the President, of **Hagadone Hospitality Co.**, and the persons who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Notary Public for Idaho
Residing at Coeur d'Alene
My Commission Expires:_____

EXHIBIT "1"



NOTES

1) THIS IS NOT A SURVEY FOR RECORDING PURPOSES.

LEGEND

- FOUND SURVEY MONUMENT AS NOTED
- FOUND 5/8" x 30" REBAR WITH CAP MARKED "WELCH COMER PLS 12318"

SCALE: 1"=60'



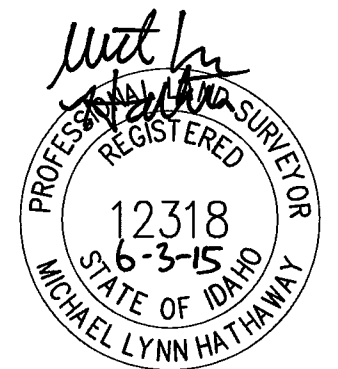
www.welchcomer.com 208-664-9382
 350 E. Kathleen Ave. (toll free) 877-815-5672
 Coeur d'Alene, ID 83815 (fax) 208-664-5946

COPYRIGHT 2015
 Welch-Comer & Associates, Inc.
 This document, and ideas and designs incorporated herein, as an instrument of professional service, is the property of Welch-Comer & Associates, Inc., and is not to be used in whole or in part for any other project without the written authorization of Welch-Comer & Associates, Inc.

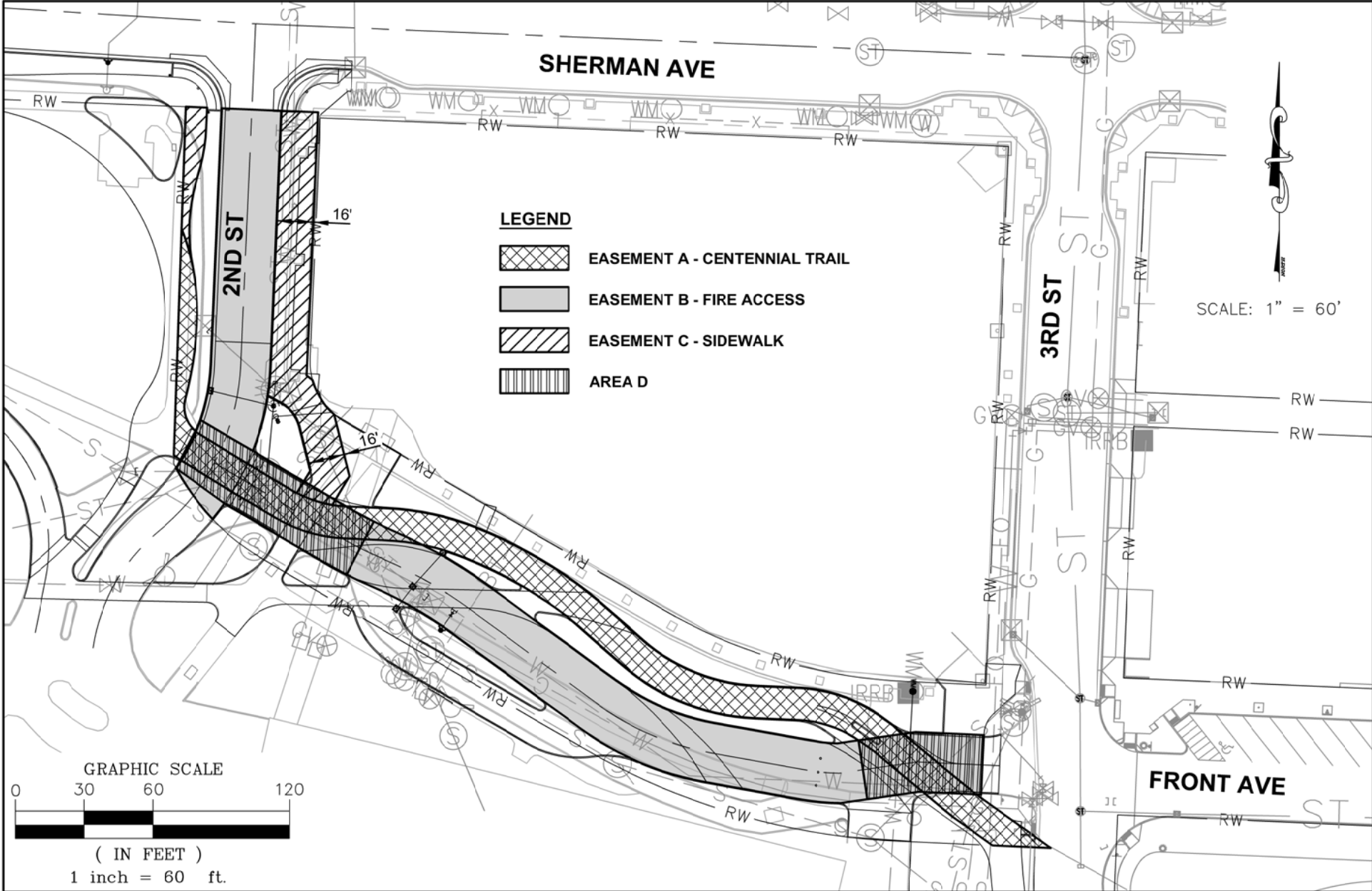
VACATION EXHIBIT FOR 2ND STREET SOUTH OF SHERMAN AND FRONT AVENUE BETWEEN 2ND AND 3RD STREET


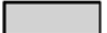


SW 1/4 OF SEC. 13, T. 50 N., R. 4 W., B.M., CITY OF COEUR D'ALENE, KOOTENAI CO., ID.

PROJECT NUMBER: 41022
 DESIGNED BY: MLH
 DRAWN BY: TJF
 DRAWING NAME: 41208EX01.DWG
 DATE: 5-4-2015
 SHEET NO: 1 OF 1

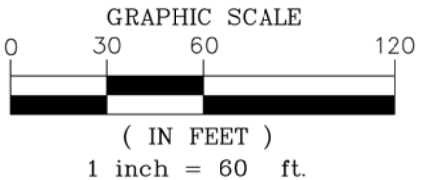


N:\Civil3D Projects\41142\Production Drawings\41142PL06.dwg, 8/12/2015 2:53:22 PM, sandra, 1:1



- LEGEND**
-  EASEMENT A - CENTENNIAL TRAIL
 -  EASEMENT B - FIRE ACCESS
 -  EASEMENT C - SIDEWALK
 -  AREA D

SCALE: 1" = 60'



WELCH-COMER
ENGINEERS | SURVEYORS

www.welchcomer.com 208-664-9382
350 E. Kathleen Ave. (toll free) 877-815-5672
Coeur d'Alene, ID 83815 (fax) 208-664-5946

COPYRIGHT 2015
Welch-Comer & Associates, Inc.
This document, and ideas and designs
incorporated herein, as an instrument
of professional service, is the property
of Welch-Comer & Associates, Inc.,
and is not to be used in whole or in
part for any other project without the
written authorization of Welch-Comer
& Associates, Inc.

EXHIBIT 2
FRONT AVE AND 2ND STREET
CITY OF COEUR D'ALENE
KOOTENAI COUNTY, IDAHO

PROJECT NO.: 1142/41221
DESIGNED BY: PFB
DRAWN BY: SDS
DWG NAME: 41142PL06.DWG
DATE: 08-12-2015
SHEET NO: **EX 2**

PUBLIC HEARINGS

CITY COUNCIL STAFF REPORT

DATE: August 18, 2015
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: **V-15-1, Vacation of the Water Easement in the Riverstone West Silver Plat**

DA

DECISION POINT

The applicant, Advanced Technology Surveying, Inc., acting as the representative for SRMFRC, LLC, is requesting the vacation of a 20' existing water line easement located in Lot 1, Block 1 of the Riverstone West Silver Plat. (See attached)

HISTORY

The water line easement on the subject property was installed with the Riverstone West Silver Plat in 2014. In 2015, a boundary line adjustment was recorded to accommodate development of this property.

The Public Works Committee unanimously approved the action at its regularly scheduled meeting on July 13, 2015 and directed staff to proceed onward for Council action.

FINANCIAL ANALYSIS

There is no financial impact to the City. No additional tax revenue would be generated by the vacation because it is an easement and not property in fee.

PERFORMANCE ANALYSIS

With the new configuration of these lots, the easement is not required due to the proposed apartments being built over this water line easement. In checking with the Water Department, they approved the vacating of this water easement.

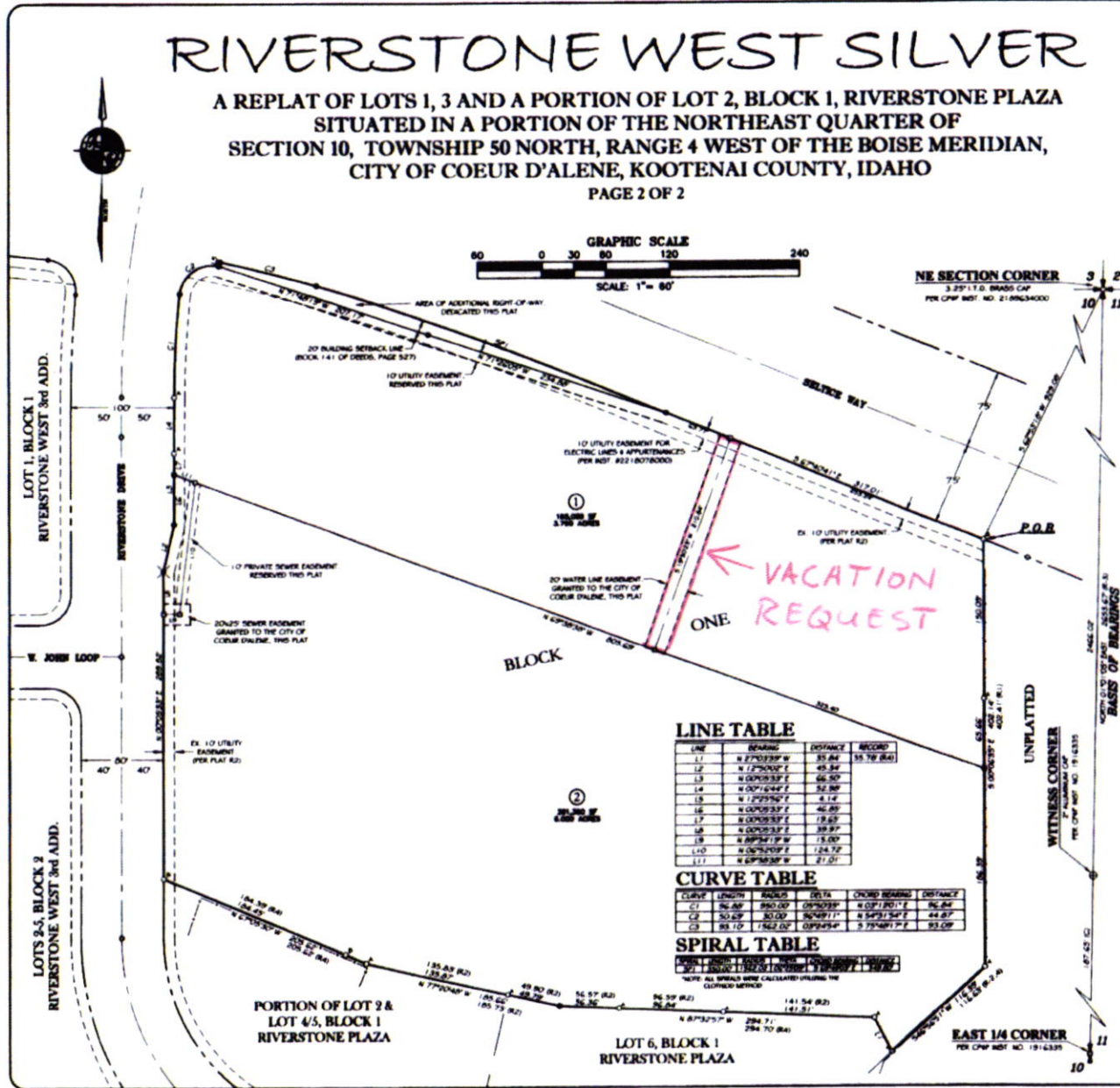
RECOMMENDATION

Staff recommends to the City Council to approve the vacation action per Idaho Code Section 50-1306, and, to vacate the property to the applicant, Advanced Technology Surveying, Inc., acting as the representative for SRMFRC, LLC.

RIVERSTONE WEST SILVER

A REPLAT OF LOTS 1, 3 AND A PORTION OF LOT 2, BLOCK 1, RIVERSTONE PLAZA
SITUATED IN A PORTION OF THE NORTHEAST QUARTER OF
SECTION 10, TOWNSHIP 50 NORTH, RANGE 4 WEST OF THE BOISE MERIDIAN,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

PAGE 2 OF 2



REFERENCES

- R1: SURVEY BY RONALD M. FUDGE, PLS 8075, RECORDED IN BOOK 22 OF SURVEYS AT PAGE 022, SEPTEMBER 2004.
- R2: RIVERSTONE PLAZA BY ERNEST W. WANNER, PLS 4545, RECORDED IN BOOK 22 OF PLATS AT PAGE 300, MAY 2007.
- R3: RIVERSTONE WEST 3rd ADDITION BY MATTHEW B. MAYBERRY, PLS 6962, RECORDED IN BOOK 22 OF PLATS AT PAGE 286, FEBRUARY 2011.
- R4: SURVEY BY DUANE E. PRIEST, PLS 6449, RECORDED IN BOOK 27 OF SURVEYS AT PAGE 000, FEBRUARY 2011.

ALL INSTRUMENT NUMBERS, BOOK AND PAGE NUMBERS, PLATS, SURVEYS, DEEDS, AND OTHER DOCUMENTS REFER TO KOOTENAI COUNTY RECORDS, UNLESS OTHERWISE INDICATED.

NOTES

1. THERE WAS NO ATTEMPT MADE TO SHOW ALL PHYSICAL FEATURES OF THIS PROPERTY, OR SHOW ANY NON-RECORDED EASEMENTS. ITEMS SUCH AS BUILDINGS AND FENCES WHICH MAY BE SHOWN, ARE FOR INFORMATIONAL PURPOSES ONLY.
2. LOT 1 IS SUBJECT TO AN EASEMENT TO THE INTERSTATE TELEPHONE CO. ALONG THE SOUTH EDGE OF SELVAGE WAY (ENSHAW) 103 TO PLACE POLES PER BOOK 133 OF DEEDS, PAGE 360 KOOTENAI COUNTY RECORDS.
3. THIS PLAT IS SUBJECT TO EXISTING MASTER CORES AND EASEMENTS REFERENCED IN THE PLATS OF RIVERSTONE PLAZA, RIVERSTONE PARK, RIVERSTONE WEST, RIVERSTONE 1st AND 2nd ADDITIONS.
4. THE PURPOSE OF THIS PLAT IS TO AGGREGATE AND REARRANGE THE CONFIGURATION OF LOTS. IT IS ALSO THE INTENT ON THIS PLAT TO VACATE THE 10 FOOT WIDE SPIDER AND 30 FOOT WIDE WATER EASEMENTS THAT WERE PREVIOUSLY RESERVED TO THE CITY WITH THE RIVERSTONE PLAZA PLAT #2 (THIS PLAT).

LEGEND

- SET 5/8" BY 3/4" REBAR WITH PLASTIC CAP MARKED "4TS P.L.S. # 8962"
- SET 1/2" DIA. BY 1" W/ WADDER IN CONCRETE MARKED "4TS P.L.S. # 8962"
- FOUND 5/8" REBAR AND CAP "PLS 4545"
- FOUND 5/8" REBAR & 2" A.C. "PLS 6449"
- FOUND REBAR & CAP IN MONUMENT WELL
- COMPUTED POINT (NOTHING FOUND OR SET)
- MISC. SYMBOLS USE IF NEEDED
- PROPERTY BOUNDARY
- - - EXISTING LOT LINES
- - - EXISTING EASEMENT LINE
- - - SECTION LINE
- - - R.O.W. CENTER LINE
- - - EXISTING FENCE

BASIS OF BEARINGS

BASIS OF BEARINGS FOR THIS PLAT IS NORTH 01°10'10" EAST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 50 NORTH, RANGE 4 WEST, S.W.M. ACCORDING TO THE COEUR D'ALENE / KOOTENAI COUNTY HORIZONTAL CONTROL NETWORK, NAD 83, DATUM WEST ZONE, (1982 ADJUSTMENT), WITH A CONVERGENCE ANGLE OF 00°47'00" CALCULATED AT THE NORTHEAST CORNER OF SAID SECTION 10.



LINE TABLE

LINE	BEARING	DISTANCE	RECORD
1.1	N 27°03'33" W	35.84	35.79 (R4)
1.2	N 12°20'00" E	45.84	
1.3	N 00°00'00" E	46.50	
1.4	N 00°00'00" E	52.89	
1.5	N 72°29'50" E	4.14	
1.6	N 00°00'00" E	46.89	
1.7	N 00°00'00" E	17.63	
1.8	N 00°00'00" E	39.87	
1.9	N 89°41'39" W	13.09	
1.10	N 00°00'00" E	124.72	
1.11	N 69°30'30" W	27.07	

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	DISTANCE
C1	36.84'	390.00'	09°00'00"	N 03°10'01" E	36.84'
C2	50.82'	30.00'	90°00'11"	N 50°17'54" E	44.87'
C3	98.10'	1762.00'	09°04'54"	S 75°48'17" E	93.00'

SPIRAL TABLE

NOTE: ALL SPIRALS WERE CALCULATED UTILIZING THE CLOUTIER METHOD.

STATION	CHORD BEARING	DISTANCE
1	N 77°00'00" W	135.84'
2	N 77°00'00" W	135.84'
3	N 77°00'00" W	135.84'
4	N 77°00'00" W	135.84'
5	N 77°00'00" W	135.84'
6	N 77°00'00" W	135.84'
7	N 77°00'00" W	135.84'
8	N 77°00'00" W	135.84'
9	N 77°00'00" W	135.84'
10	N 77°00'00" W	135.84'
11	N 77°00'00" W	135.84'
12	N 77°00'00" W	135.84'
13	N 77°00'00" W	135.84'
14	N 77°00'00" W	135.84'
15	N 77°00'00" W	135.84'
16	N 77°00'00" W	135.84'
17	N 77°00'00" W	135.84'
18	N 77°00'00" W	135.84'
19	N 77°00'00" W	135.84'
20	N 77°00'00" W	135.84'
21	N 77°00'00" W	135.84'
22	N 77°00'00" W	135.84'
23	N 77°00'00" W	135.84'
24	N 77°00'00" W	135.84'
25	N 77°00'00" W	135.84'
26	N 77°00'00" W	135.84'
27	N 77°00'00" W	135.84'
28	N 77°00'00" W	135.84'
29	N 77°00'00" W	135.84'
30	N 77°00'00" W	135.84'
31	N 77°00'00" W	135.84'
32	N 77°00'00" W	135.84'
33	N 77°00'00" W	135.84'
34	N 77°00'00" W	135.84'
35	N 77°00'00" W	135.84'
36	N 77°00'00" W	135.84'
37	N 77°00'00" W	135.84'
38	N 77°00'00" W	135.84'
39	N 77°00'00" W	135.84'
40	N 77°00'00" W	135.84'
41	N 77°00'00" W	135.84'
42	N 77°00'00" W	135.84'
43	N 77°00'00" W	135.84'
44	N 77°00'00" W	135.84'
45	N 77°00'00" W	135.84'
46	N 77°00'00" W	135.84'
47	N 77°00'00" W	135.84'
48	N 77°00'00" W	135.84'
49	N 77°00'00" W	135.84'
50	N 77°00'00" W	135.84'
51	N 77°00'00" W	135.84'
52	N 77°00'00" W	135.84'
53	N 77°00'00" W	135.84'
54	N 77°00'00" W	135.84'
55	N 77°00'00" W	135.84'
56	N 77°00'00" W	135.84'
57	N 77°00'00" W	135.84'
58	N 77°00'00" W	135.84'
59	N 77°00'00" W	135.84'
60	N 77°00'00" W	135.84'
61	N 77°00'00" W	135.84'
62	N 77°00'00" W	135.84'
63	N 77°00'00" W	135.84'
64	N 77°00'00" W	135.84'
65	N 77°00'00" W	135.84'
66	N 77°00'00" W	135.84'
67	N 77°00'00" W	135.84'
68	N 77°00'00" W	135.84'
69	N 77°00'00" W	135.84'
70	N 77°00'00" W	135.84'
71	N 77°00'00" W	135.84'
72	N 77°00'00" W	135.84'
73	N 77°00'00" W	135.84'
74	N 77°00'00" W	135.84'
75	N 77°00'00" W	135.84'
76	N 77°00'00" W	135.84'
77	N 77°00'00" W	135.84'
78	N 77°00'00" W	135.84'
79	N 77°00'00" W	135.84'
80	N 77°00'00" W	135.84'
81	N 77°00'00" W	135.84'
82	N 77°00'00" W	135.84'
83	N 77°00'00" W	135.84'
84	N 77°00'00" W	135.84'
85	N 77°00'00" W	135.84'
86	N 77°00'00" W	135.84'
87	N 77°00'00" W	135.84'
88	N 77°00'00" W	135.84'
89	N 77°00'00" W	135.84'
90	N 77°00'00" W	135.84'
91	N 77°00'00" W	135.84'
92	N 77°00'00" W	135.84'
93	N 77°00'00" W	135.84'
94	N 77°00'00" W	135.84'
95	N 77°00'00" W	135.84'
96	N 77°00'00" W	135.84'
97	N 77°00'00" W	135.84'
98	N 77°00'00" W	135.84'
99	N 77°00'00" W	135.84'
100	N 77°00'00" W	135.84'

ADVANCED TECHNOLOGY SURVEYING & ENGINEERING, INC.
P.O. BOX 3497, MAYBERRY IDAHO, 83441
PH (208) 772-2748 • FAX (208) 762-7731

SCALE: 1"=80'
CHECKED BY: MBM
DATE: 09-05-2014
DRAWN BY: MBM
DATE: 09-03-2014
DWG. PLAT
PRD: 14-040

**CITY COUNCIL
STAFF REPORT**

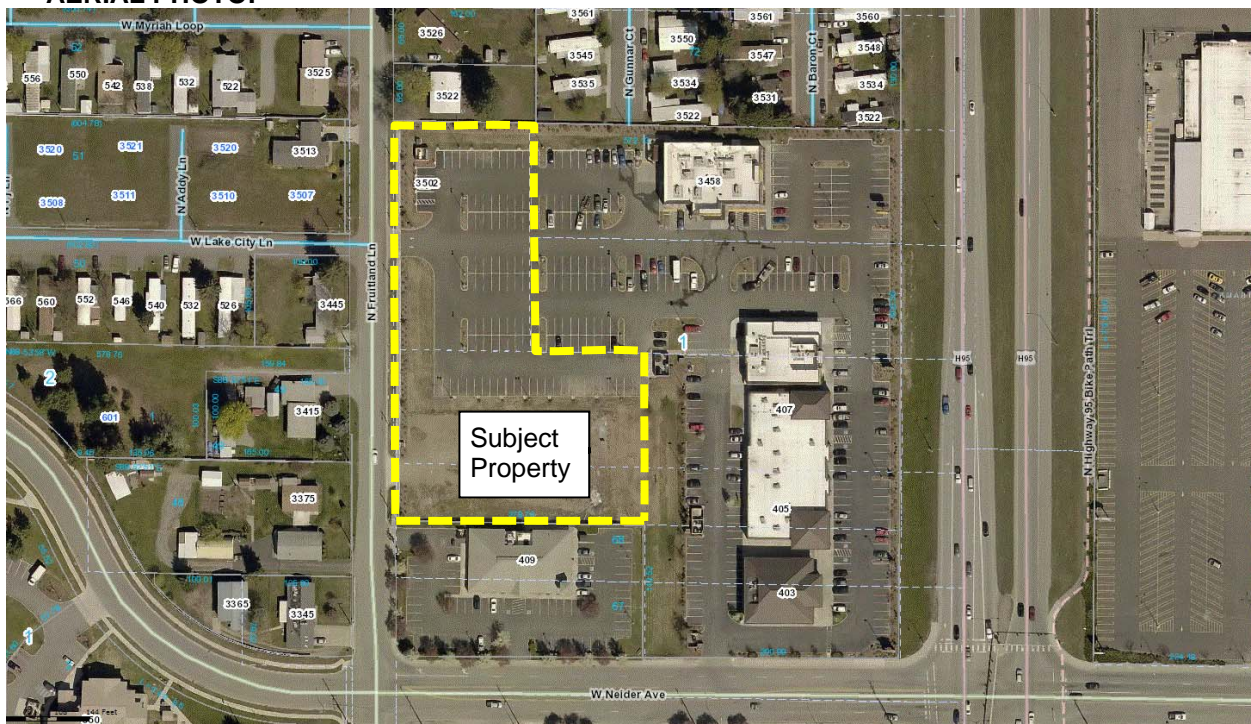
FROM: SEAN E. HOLM, PLANNER
DATE: AUGUST 18, 2015
SUBJECT: ZC-4-15 - ZONE CHANGE FROM R-17 TO C-17
LOCATION: A PORTION OF A PARCEL FRONTING FRUITLAND LN. NORTH OF NEIDER AVE. WEST OF U.S. HWY 95 MEASURING 2.16AC+/-

APPLICANT/OWNER:
CDA Enterprises, LLC
1719 South Rocky Ridge Dr.
Spokane, WA 99212

DECISION POINT:
CDA Enterprises, LLC is requesting approval of a Zone Change from R-17 (Residential at 17 units/acre) to C-17 (Commercial at 17 units/acre). The subject property is commonly known as 3502 N. Fruitland Ln.

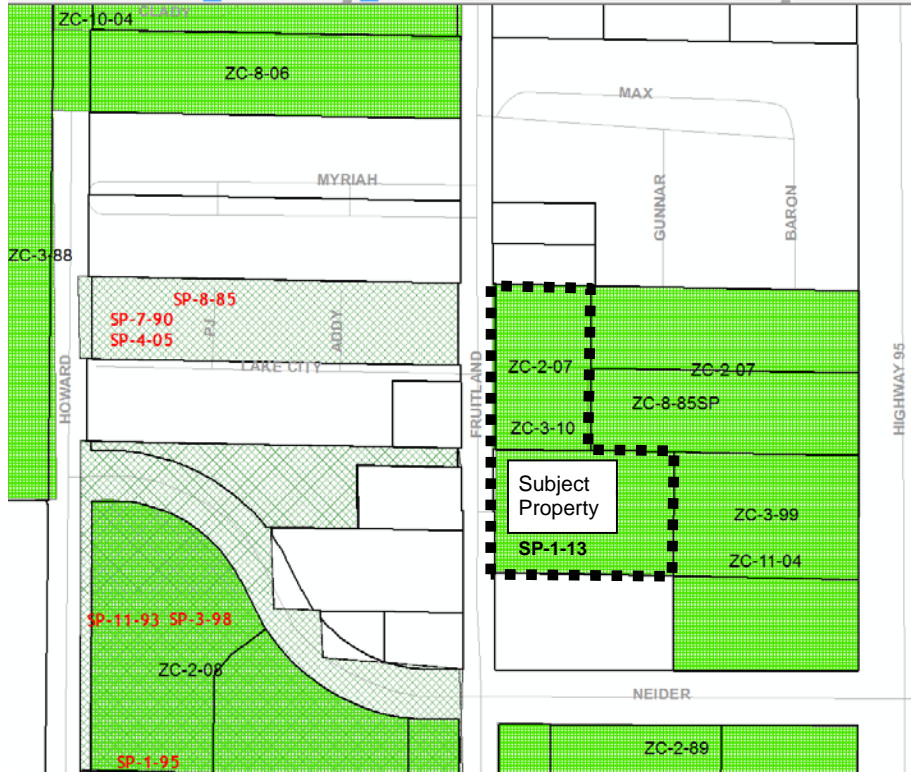
BACKGROUND INFORMATION:
The R-17 subject property is located east of N. Fruitland Lane north of W. Neider Ave. as depicted in the aerial photo below. The site was approved for commercial parking by way of special use permit in March 2013. On July 14, 2015 the Planning Commission approved the request by a vote of 6 to 0.

AERIAL PHOTO:



PRIOR LAND USE ACTONS ON SUBJECT PROPERTY AND SURROUNDING PROPERTIES:

(* denotes subject property)



Zone Changes:

ZC-8-85SP	R-12 to MH-8, Mini Storage SUP	7.16.85 Approved
ZC-3-88	C-17 to M	2.16.88 Approved
ZC-2-89	R-12 & R-17 to C-17	3.7.89 Approved
ZC-3-99	R-12 TO C-17	8.03.99 Approved
ZC-10-04	MH8 to R-12	3.1.05 Approved
ZC-11-04	R-12 to C-17	1.18.05 Approved
ZC-8-06	MH-8 to R-12	9.19.06 Approved
ZC-2-07*	MH8 to R-12 & C-17	3.20.07 Approved
ZC-2-08	MH8 to R-17	5.20.08 Approved
ZC-3-10*	R-12 to R-17	4.20.10 Approved

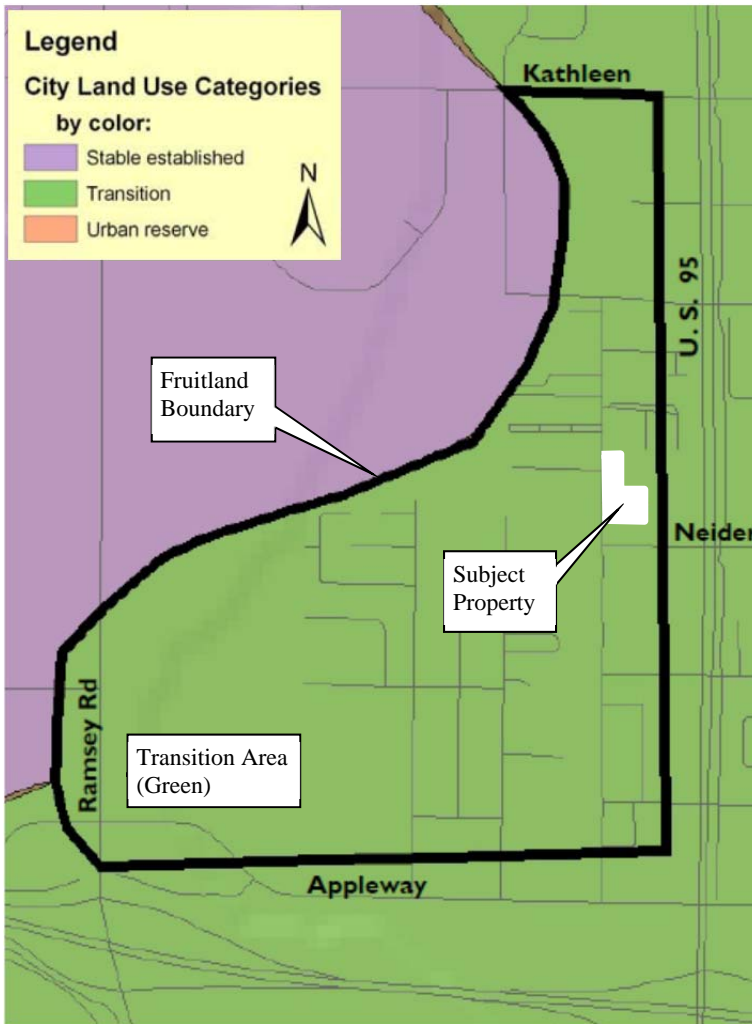
Special Use Permits:

SP-8-85	MH-8 Park	6.11.85 Approved
SP-7-90	Mini Storage	9.11.90 Approved
SP-11-93	MH-8 Park	9.14.93 Approved
SP-1-95	MH-8 Park	1.24.95 Approved
SP-3-98	MH-8 Park	3.24.98 Approved
SP-4-05	MH-8 Park	5.10.05 Approved
SP-1-13*	Commercial Parking in R-17	3.26.13 Approved

REQUIRED FINDINGS:

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

1. The subject property is within the existing city limits.
2. The City Comprehensive Plan Map designates this area as The Fruitland District - Transition:



Transition:

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

Fruitland Today:

Fruitland is generally known as the area bordered by commercial uses along US 95, Kathleen Avenue to the north, commercial uses on Appleway Avenue south, and the area separated by manufacturing and residential along the west.

The Fruitland area is home to diverse land uses. Commercial uses are common near major corridors transitioning to single-family housing with pockets of multi-family housing and mobile home parks. Manufactured homes are prevalent in areas removed from the US 95 corridor, and continued growth provides affordable housing for residents. Fruitland has the largest concentration of mobile home zoned property within city limits.

Topography is generally flat and development opportunities exist. A recent wastewater main extension north to Bosanko provides opportunity for development.

Fruitland Tomorrow:

Generally this area is envisioned as a commercial corridor with adjacent multi-family uses and will maintain a mix of the housing types that currently exist. Commercial and manufacturing will continue to expand and care must be used for sensitive land use transition. A traffic study for US 95 is underway which may affect future development in this area.

The characteristics of Fruitland neighborhoods will be:

- That overall density will approach eight residential units per acre (8:1).
- That single- and multi-family housing should be located adjacent to compatible uses.
- Pedestrian and bicycle connections are encouraged.
- Uses that strengthen neighborhoods are encouraged.

The characteristics of Fruitland commercial areas will be:

- Commercial buildings will remain lower in scale than in the downtown core.
- Native variety trees will be encouraged along commercial corridors.

Significant Comprehensive Plan policies for consideration:

Objective 1.12

Community Design:

Support the enhancement of existing urbanized areas and discourage sprawl.

Objective 1.14

Efficiency:

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

Objective 2.01

Business Image & Diversity:

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

Objective 3.05

Neighborhoods:

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

Objective 4.01

City Services:

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

Objective 4.06

Public Participation:

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

Evaluation:

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

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

STORMWATER:

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

-Submitted by Chris Bates, Engineering Project Manager

STREETS:

The proposed subdivision is bordered by Fruitland Lane which is a fully developed road section at the area of request. No changes to the streets adjoining the subject property will be required.

-Submitted by Chris Bates, Engineering Project Manager

WATER:

There is adequate capacity in the public water system to serve this property. A 12" water main exists in the Fruitland Ln. right of way on the western edge of the property. There is one existing ¾" service to the property.

-Submitted by Terry Pickel, Assistant Water Superintendent

SEWER:

The Wastewater Utility has no objections to this Zone Change as proposed. The public sewer main is located adjacent to the subject property's western property line. The Wastewater Utility presently has the wastewater system capacity and willingness to serve this project.

-Submitted by Mike Becker, Utility Project Manager

FIRE:

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

Fire department access to the site (Road widths, surfacing, maximum grade and turning radiuses), in addition to, fire protection (Size of water main, fire hydrant amount and placement, and any fire line(s) for buildings requiring a fire sprinkler system) will be reviewed prior to building permit or site development, utilizing the currently adopted International Fire Code (IFC) for compliance.

-Submitted by Bobby Gonder, Fire Inspector

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

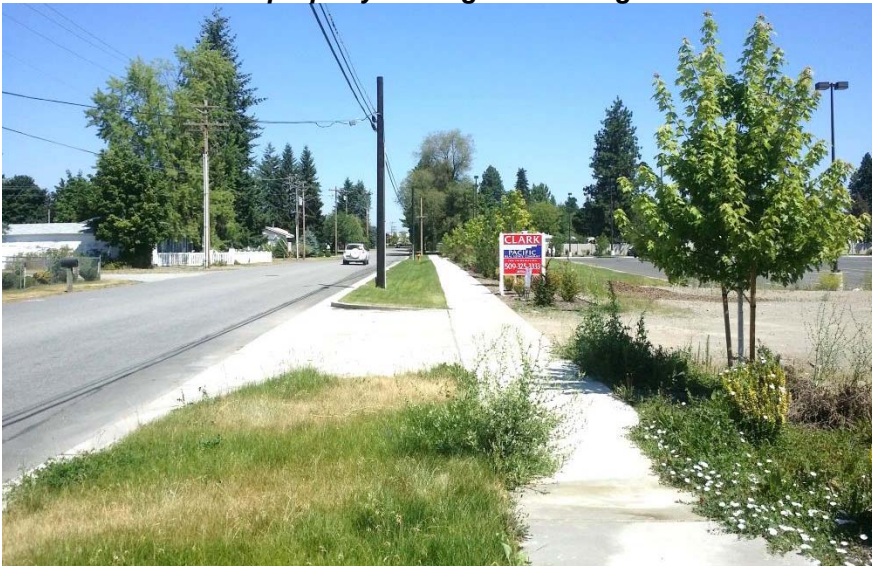
- C. **Finding #B10:** That the physical characteristics of the site (make) (do not make) it suitable for the request at this time.

PHYSICAL CHARACTERISTICS:

The site is generally flat with C-17 commercial and MH-8 residential uses abutting and adjacent. There are no topographical or other physical constraints that would make the subject property unsuitable for the request. Currently there is a parking lot, a Tesla charging station, and a vacant pad for future development on the subject property.

SITE PHOTOS:

Southwest corner of property looking north along Fruitland Lane:



Southeast corner of property looking northwest to Fruitland Lane:



Interior of property looking west to Fruitland Lane:



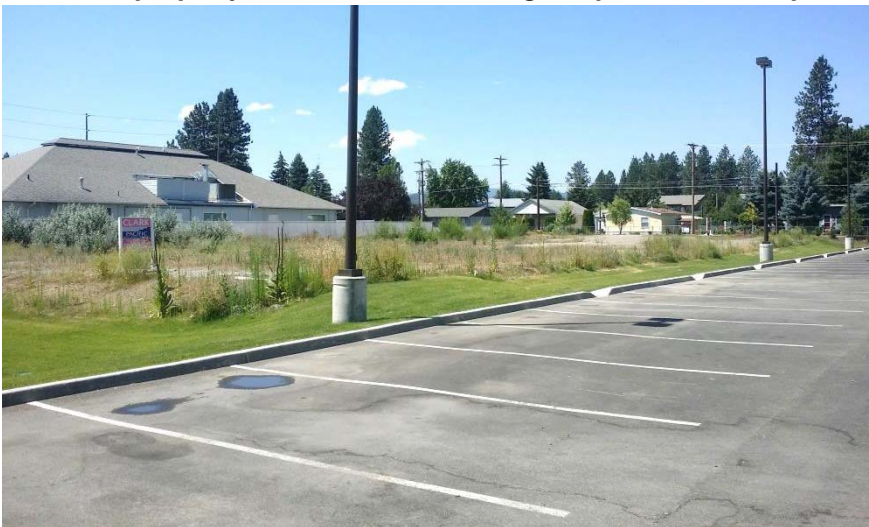
Interior of site looking southeast toward existing development along US-95 & Neider Ave.:



Developed parking lot looking southwest toward Neider Ave.:



Portion of property to the south remaining as "pad" for development (close-up):



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

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

TRAFFIC:

Although there is no proposed use at this time, the proposed rezoning would, in theory, allow other uses that could generate additional traffic. The proposed C-17 zone could present a number of commercial uses that generate increased traffic volumes.

Any change in use and related traffic impacts are evaluated prior to issuance of building permits. The Development Impact Fee Ordinance requires any extraordinary traffic impacts to be mitigated by the applicant as a condition of permit issuance. Therefore potential traffic impacts need not be addressed at this time.

The subject property adjoins streets that present a multitude of points of ingress and egress. There is signalized access to the east that connects to the City's main north/south arterial roadway (US Hwy. 95), and, multiple roadway connections that link with other north/south and east/west arterials and collectors. The adjacent and/or connecting streets will accommodate the additional traffic volumes that may be generated.

-Submitted by Chris Bates, Engineering Project Manager

NEIGHBORHOOD CHARACTER:

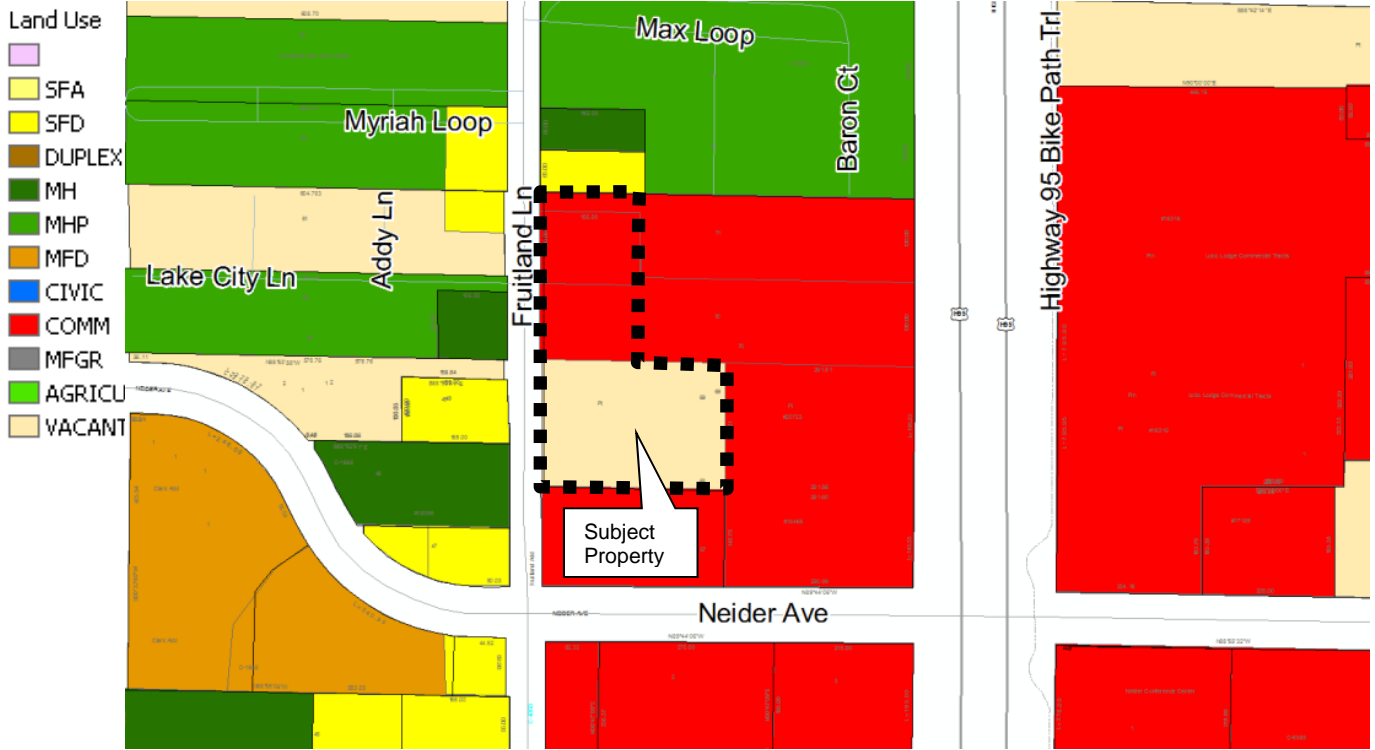
From 2007 Comprehensive Plan: Fruitland Today

Fruitland is generally known as the area bordered by commercial uses along US 95, Kathleen Avenue to the north, commercial uses on Appleway Avenue south, and the area separated by manufacturing and residential along the west.

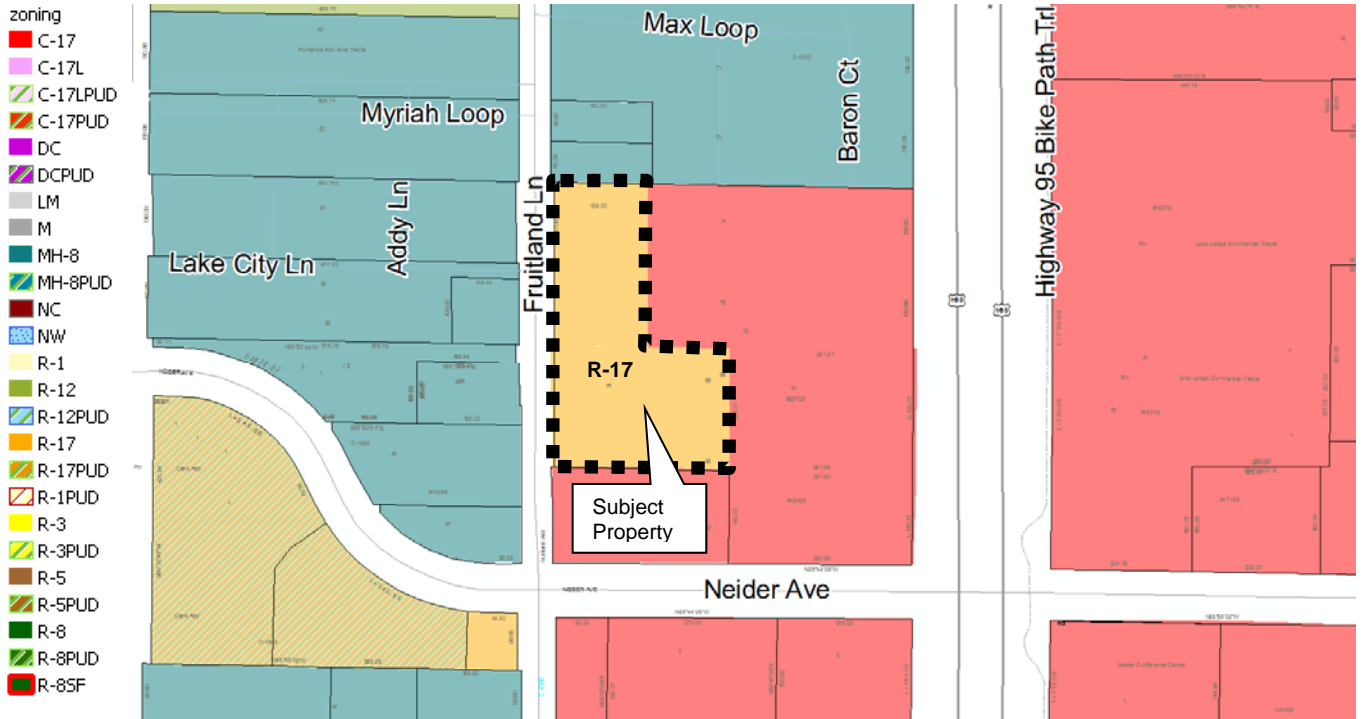
The Fruitland area is home to diverse land uses. Commercial uses are common near major corridors transitioning to single-family housing with pockets of multi-family housing and mobile home parks. Manufactured homes are prevalent in areas removed from the US 95 corridor, and continued growth provides affordable housing for residents. Fruitland has the largest concentration of mobile home zoned property within city limits.

Topography is generally flat and development opportunities exist. A recent wastewater main extension north to Bosanko provides opportunity for development.

GENERALIZED LAND USE PATTERN:



ZONING:



Approval of the zone change request could intensify the potential use of the property by increasing the allowable uses by right from R-17 uses to C-17 uses (as listed below).

Existing R-17 Zoning District:

The R-17 district is intended as a medium/high density residential district that permits a mix of housing types at a density not greater than seventeen (17) units per gross acre.

Principal permitted uses in an R-17 district shall be as follows:

- Administrative
- Childcare facility
- Community education
- Duplex housing
- Essential service
- Home occupation
- Multiple-family
- Neighborhood recreation
- Pocket residential development
- Public recreation
- Single-family detached housing as specified by the R-8 district

Permitted uses by special use permit in an R-17 district shall be as follows:

- Automobile parking when the lot is adjoining at least one point of, intervening streets and alleys excluded, the establishment which it is to serve; this is not to be used for the parking of commercial vehicles
- Boarding house
- Commercial film production
- Commercial recreation
- Community assembly
- Community organization
- Convenience sales
- Group dwelling - detached housing
- Handicapped or minimal care facility
- Juvenile offenders facility
- Ministorage facilities
- Mobile home manufactured in accordance with section 17.02.085 of this title
- Noncommercial kennel
- Nursing/convalescent/rest homes for the aged
- Rehabilitative facility.
- Religious assembly
- Residential density of the R-34 district as specified
- Three (3) unit per gross acre density increase

Proposed C-17 Zoning District:

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

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

- Administrative offices
- Agricultural supplies and commodity sales
- Automobile and accessory sales
- Automobile parking when serving an adjacent business or apartment
- Automobile renting
- Automobile repair and cleaning
- Automotive fleet storage
- Automotive parking
- Banks and financial institutions
- Boarding house
- Building maintenance service
- Business supply retail sales
- Business support service
- Childcare facility
- Commercial film production
- Commercial kennel
- Commercial recreation
- Communication service
- Community assembly
- Community education
- Community organization
- Construction retail sales
- Consumer repair service
- Convenience sales
- Convenience service
- Department stores
- Duplex housing (as specified by the R-12 district)

- Essential service
- Farm equipment sales
- Finished goods wholesale
- Food and beverage stores, on/off site consumption
- Funeral service
- General construction service
- Group assembly
- Group dwelling - detached housing
- Handicapped or minimal care facility
- Home furnishing retail sales
- Home occupations
- Hospitals/healthcare
- Hotel/motel
- Juvenile offenders facility
- Laundry service
- Ministorage facilities
- Multiple-family housing (as specified by the R-17 district)
- Neighborhood recreation
- Noncommercial kennel
- Nursing/convalescent/rest homes for the aged
- Personal service establishments
- Pocket residential development (as specified by the R-17 district)
- Professional offices
- Public recreation
- Rehabilitative facility
- Religious assembly
- Retail gasoline sales
- Single-family detached housing (as specified by the R-8 district)
- Specialty retail sales
- Veterinary office

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

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

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

PROPOSED CONDITIONS:

None.

ORDINANCES & STANDARDS USED FOR EVALUATION:

2007 Comprehensive Plan
 Transportation Plan
 Municipal Code
 Idaho Code
 Wastewater Treatment Facility Plan
 Water and Sewer Service Policies
 Urban Forestry Standards
 Transportation and Traffic Engineering Handbook, I.T.E.
 Manual on Uniform Traffic Control Devices
 2010 Coeur d'Alene Trails Master Plan

ACTION ALTERNATIVES:

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

PROPERTY INFORMATION

- 1. Gross area: (all land involved): ± 2,2 acres, and/or _____ sq.ft.
- 2. Total Net Area (land area exclusive of proposed or existing public street and other public lands): ± 2,2 acres, and/or _____ sq. ft.
- 3. Total number of lots included: One (1)
- 4. Existing land use: Commercial Parking + Vacant lot
- 5. Existing Zoning (check all that apply): R-1 R-3 R-5 R-8 R-12 (R-17) MH-8
NC CC C-17 C-17L DC LM M
- 6. Proposed Zoning (check all the apply): R-1 R-3 R-5 R-8 R-12 R-17 MH-8
NC CC (C-17) C-17L DC LM M

JUSTIFICATION

Please use this space to state the reason(s) for the requested zone change and include comments on the 2007 Comprehensive Plan Category, Neighborhood Area, and applicable Special Areas and appropriate goals and policies and how they support your request.

The proposed zone change is on a portion of tax parcel C-K458-001-001-0 and is for ± 2.2 acres of a 6.9 acre tract as shown on the attached site plan. The R-17 property is also zoned for commercial parking to serve adjacent commercial uses per a special use permit. The surrounding land use on the 4.7 acres of the parcel is C-17 and the parcel immediately south, 409 W. Neider is C-17. A change in zoning from R-17 to C-17 allows for retail, office and medical users, which is in character and in harmony with the surrounding land use and zoning.

Note: The 2007 Comprehensive Plan is available by going to www.cdavid.org under Departments / Planning



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

A. INTRODUCTION

This matter having come before the Planning Commission on, June 14, 2015, and there being present a person requesting approval of ZC-4-15 A zone change from R-17 (Residential at 17 units/acre) to C-17 (Commercial at 17 units/acre).

APPLICANT: CDA ENTERPRISES, LLC

LOCATION: A PORTION OF A PARCEL FRONTING FRUITLAND LN. NORTH OF NEIDER AVE. WEST OF U.S. HWY 95 MEASURING 2.16AC+/-

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

- B1. That the existing land uses are Commercial - retail sales and service, vacant parcels, and residential - single-family, mobile-homes.
- B2. That the Comprehensive Plan Map designation is Transition.
- B3. That the zoning is R-17.
- B4. That the notice of public hearing was published on, June 27, 2015, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on, July 2, 2015, which fulfills the proper legal requirement.
- B6. That 70 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on June 26, 2015.
- B7. That public testimony was heard on July 14, 2015.
- B8. That this proposal is in conformance with the Comprehensive Plan policies as follows:
Objective 2.01 – Business Image & Diversity: Welcome and support a diverse mix of quality professional, trade, business, and service industries, while protecting existing uses of these types from encroachment by incompatible land uses.
- B9. That public facilities and utilities are available and adequate for the proposed use. This is based on staff comments from various departments in the staff report and that the property is surrounded by commercial property.
- B10. That the physical characteristics of the site do make it suitable for the request at this time because the parcel is surrounded by commercial property.

B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, or existing land uses based on staff comments that the adjacent streets will accommodate the additional traffic volumes that may be generated with future development.

C. ORDER: CONCLUSION AND DECISION

The Planning Commission, pursuant to the aforementioned, finds that the request of CDA ENTERPRISES, LLC for a zone change, as described in the application should be approved. Special conditions applied are as follows:

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

ROLL CALL:

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

Motion to approve carried by a 6 to 0 vote.



CHAIRMAN BRAD JORDAN

Applicant: CDA Enterprises, LLC
Location: 3502 N. Fruitland Lane
Request: A proposed zone change from R-17 (Residential at 17units/acre) to C-17 (Commercial at 17units/acre) zoning district QUASI-JUDICIAL (ZC-4-15)

Planner Holm presented the staff report. There were no questions for staff.

Public testimony open:

Paul Delay, applicant, Spokane, stated that in the past, working with the city has been a win/win partnership. He explained that this request intends to build some type of retail or an office building on this pad. He asked if the commission had any questions.

There were no questions for the applicant.

Linda Keaton, Coeur d'Alene, stated that she lives in the mobile home park next to Golden Corral and is concerned with the construction process for the project. She explained that recently there was a small earthquake in the area and that some of the screws came lose that were holding up her siding on her trailer, and hopes that the vibration from the construction site won't affect her property.

Public testimony closed.

Motion by Messina, seconded by Rumpler, to approve Item ZC-4-14. Motion approved.

ROLL CALL:

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

Motion to approve carried by a 6 to 0 vote.

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

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

FUND	BALANCE 6/30/2015	RECEIPTS	DISBURSE- MENTS	BALANCE 7/31/2015
<u>General-Designated</u>	\$362,367	\$1,664	\$9,380	\$354,651
<u>General-Undesignated</u>	4,635,156	14,767,551	9,051,918	10,350,789
<u>Special Revenue:</u>				
Library	(29,463)	478,830	128,653	320,714
CDBG	(306)	81,211	80,093	812
Cemetery	(4,553)	22,955	26,004	(7,602)
Parks Capital Improvements	300,020	19,349	157,772	161,597
Impact Fees	3,801,638	113,505		3,915,143
Annexation Fees	5,078	1		5,079
Insurance	(133,281)	123,828		(9,453)
Cemetery P/C	1,735,100	5,865	6,490	1,734,475
Jewett House	31,366	6,392	1,551	36,207
Reforestation	17,692	130	1,165	16,657
Street Trees	232,781	7,223	15,946	224,058
Community Canopy	1,676	100		1,776
CdA Arts Commission	6,055	2,315	180	8,190
Public Art Fund	59,883	6	670	59,219
Public Art Fund - LCDC	359,090	36	20,000	339,126
Public Art Fund - Maintenance	120,831	12	1,331	119,512
<u>Debt Service:</u>				
2002 & 2006 G.O. Bonds	1,085,662	420,161		1,505,823
LID Guarantee	34,606	2,311	8,498	28,419
LID 130 Lakeside / Ramsey / Industrial Park	699			699
LID 149 4th Street	1,005	8,749		9,754
<u>Capital Projects:</u>				
Street Projects	(231,477)	96,057	144,944	(280,364)
<u>Enterprise:</u>				
Street Lights	34,194	82,315	50,142	66,367
Water	(222,555)	1,094,458	466,050	405,853
Water Capitalization Fees	3,701,248	128,893	483,467	3,346,674
Wastewater	5,227,993	950,342	435,498	5,742,837
Wastewater-Reserved	963,545	27,500		991,045
WWTP Capitalization Fees	5,358,331	754,937	483,467	5,629,801
WW Property Mgmt	60,668			60,668
Sanitation	94,973	340,558	576,512	(140,981)
Public Parking	(251,182)		6,733	(257,915)
Drainage	347,366	87,522	120,213	314,675
Wastewater Debt Service	1,013,460	103		1,013,563
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	220,752	211,699	221,016	211,435
LID Advance Payments	2,546			2,546
Police Retirement	1,371,536	69,959	27,926	1,413,569
Sales Tax	2,803	1,431	2,803	1,431
BID	161,014	20,059		181,073
Homeless Trust Fund	471	317	471	317
GRAND TOTAL	\$30,478,788	\$19,928,344	\$12,528,893	\$37,878,239

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 TEN MONTHS ENDED
 July 31, 2015

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 7/31/2015	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$225,227	\$185,108	82%
	Services/Supplies	11,800	8,550	72%
Administration	Personnel Services	245,263	184,229	75%
	Services/Supplies	49,620	53,911	109%
Finance	Personnel Services	642,985	527,829	82%
	Services/Supplies	92,760	85,093	92%
Municipal Services	Personnel Services	1,058,369	846,326	80%
	Services/Supplies	479,731	395,845	83%
	Capital Outlay	14,500	14,500	100%
Human Resources	Personnel Services	203,529	158,290	78%
	Services/Supplies	43,400	29,316	68%
Legal	Personnel Services	1,377,493	1,117,667	81%
	Services/Supplies	98,853	61,322	62%
Planning	Personnel Services	511,938	388,028	76%
	Services/Supplies	38,050	28,686	75%
Building Maintenance	Personnel Services	320,587	244,604	76%
	Services/Supplies	159,515	109,780	69%
	Capital Outlay			
Police	Personnel Services	10,161,453	8,144,000	80%
	Services/Supplies	913,287	849,601	93%
	Capital Outlay	141,720	201,131	142%
Fire	Personnel Services	7,846,872	6,201,240	79%
	Services/Supplies	418,836	274,435	66%
	Capital Outlay		1,026	
General Government	Services/Supplies	49,150	49,207	100%
	Capital Outlay		1,068,111	
Byrne Grant (Federal)	Personnel Services			
	Services/Supplies		13,182	
	Capital Outlay			
COPS Grant	Personnel Services	169,690		
	Services/Supplies			
CdA Drug Task Force	Services/Supplies	25,710	48,381	188%
	Capital Outlay			
Streets	Personnel Services	1,864,947	1,478,969	79%
	Services/Supplies	575,130	460,112	80%
	Capital Outlay	75,500	227,103	301%

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
TEN MONTHS ENDED
July 31, 2015

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 7/31/2015	PERCENT EXPENDED
ADA Sidewalk Abatement	Personnel Services	226,757	177,716	78%
	Services/Supplies	38,900	8,499	22%
Engineering Services	Personnel Services	543,375	446,193	82%
	Services/Supplies	744,450	478,215	64%
	Capital Outlay			
Parks	Personnel Services	1,302,194	982,775	75%
	Services/Supplies	475,250	373,092	79%
	Capital Outlay	92,500	97,554	105%
Recreation	Personnel Services	627,711	461,130	73%
	Services/Supplies	142,130	113,206	80%
	Capital Outlay	26,500	44,070	166%
Building Inspection	Personnel Services	810,926	672,819	83%
	Services/Supplies	31,131	25,368	81%
Total General Fund		<u>32,877,739</u>	<u>27,336,219</u>	<u>83%</u>
Library	Personnel Services	1,077,761	869,537	81%
	Services/Supplies	189,350	149,080	79%
	Capital Outlay	120,000	93,815	78%
CDBG	Services/Supplies	359,966	189,167	53%
Cemetery	Personnel Services	145,526	132,051	91%
	Services/Supplies	98,664	60,304	61%
	Capital Outlay	40,000	39,585	99%
Impact Fees	Services/Supplies	194,956	176,885	91%
Annexation Fees	Services/Supplies	117,000	117,000	100%
Parks Capital Improvements	Capital Outlay	244,000	368,645	151%
Insurance	Services/Supplies	420,000	350,616	83%
Cemetery Perpetual Care	Services/Supplies	97,500	80,792	83%
Jewett House	Services/Supplies	67,089	44,836	67%
Reforestation	Services/Supplies	2,000	6,200	310%
Street Trees	Services/Supplies	65,000	38,750	60%
Community Canopy	Services/Supplies	1,500	2,361	157%
CdA Arts Commission	Services/Supplies	6,750	447	7%
Public Art Fund	Services/Supplies	210,600	88,314	42%
Total Special Revenue		<u>3,457,662</u>	<u>2,808,385</u>	<u>81%</u>

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
TEN MONTHS ENDED
July 31, 2015

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 7/31/2015	PERCENT EXPENDED
Debt Service Fund		<u>1,249,015</u>	<u>1,224,684</u>	<u>98%</u>

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
TEN MONTHS ENDED
July 31, 2015

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 7/31/2015	PERCENT EXPENDED
Seltice Way Design	Capital Outlay	530,000	5,036	1%
Seltice Way Sidewalks	Capital Outlay		7,000	
Front Avenue Project	Capital Outlay		62,699	
Govt Way - Hanley to Prairie	Capital Outlay	2,300,000	2,316,107	101%
Levee Certification	Capital Outlay	362,500	254,288	70%
I-90 Curb Ramps	Capital Outlay	65,000		
15th Street	Capital Outlay		9,650	
Total Capital Projects Funds		3,257,500	2,654,780	81%
Street Lights	Services/Supplies	535,600	449,691	84%
Water	Personnel Services	1,844,726	1,491,682	81%
	Services/Supplies	4,196,929	1,068,220	25%
	Capital Outlay	2,284,300	1,382,725	61%
Water Capitalization Fees	Services/Supplies	700,000	483,467	69%
Wastewater	Personnel Services	2,440,897	1,951,312	80%
	Services/Supplies	6,527,764	1,920,785	29%
	Capital Outlay	3,714,470	2,260,728	61%
	Debt Service	2,026,641	532,520	26%
WW Capitalization	Services/Supplies	1,913,000		
Sanitation	Services/Supplies	3,560,334	3,082,557	87%
Public Parking	Services/Supplies	220,839	118,719	54%
	Capital Outlay			
Drainage	Personnel Services	133,179	86,601	65%
	Services/Supplies	610,930	259,577	42%
	Capital Outlay	435,000	424,002	97%
Total Enterprise Funds		31,144,609	15,512,586	50%
Kootenai County Solid Waste		2,200,000	1,727,396	79%
Police Retirement		183,920	138,828	75%
Business Improvement District		186,000	80,000	43%
Homeless Trust Fund		5,500	3,866	70%
Total Fiduciary Funds		2,575,420	1,950,090	76%
TOTALS:		\$74,561,945	\$51,486,744	69%