

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

AGENDA

VISION STATEMENT

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

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

6:00 P.M.

July 18, 2017

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Pastor Geoffrey Winkler, New Life Church

C. PLEDGE OF ALLEGIANCE

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

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

1. Approval of Council Minutes for the July 5, 2017 Council Meeting.
2. Approval of the General Services and Public Works Committee Minutes from the meetings held on June 26, 2017.
3. Approval of Bills as submitted and reviewed for accuracy by Finance Department
4. Approval of Financial Report
5. Setting of Public Works and General Services Committee meetings for July 24, 2017 at 12:00 noon and 4:00 p.m. respectively
6. Setting of a Public Hearing on August 1, 2017, to hear public testimony regarding the Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER) in review of its Plan Year 2016 and the Annual Action plan for Plan Year 2017.
7. Approval of Grant Deed of Right-of-way for the new Medina intersection

As Recommended by the City Engineer

8. Resolution No. 17-050

- a. Approval of a Professional Services Agreement with HDR Engineering for “As Needed” Wastewater Discharge Permitting Assistance .
- b. Approval of the surplus of a 1999 E-one pumper to North Idaho College for the Firefighter academy.

As Recommended by the Public Works Committee

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

G. ANNOUNCEMENTS

1. City Council

2. Mayor

- a. Appointments of Susan Weathers and Benton Wolfinger to the Personnel Appeals Board.

H. GENERAL SERVICES

- 1. Approval of the purchase of a Police Department cold storage unit from Fischer Scientific in the amount of \$13,900.

Staff Report by: Police Chief White

- 2. Approval of the resurfacing of the Cherry Hill tennis courts with \$34,000 from the Parks Capital Improvement fund.

Staff Report by: Bill Greenwood, Parks and Recreation Director

I. OTHER BUSINESS:

- 1. **Resolution No. 17-047** - Approval of an Amendment to the Encroachment Agreement with 418 East Lakeside, LLC.

Staff Report by: Tim Martin, Streets and Engineering Director

- 2. Fiscal Year 2016-2017 Update

Presented by: Troy Tymesen, Finance Director

3. **Resolution 17-051** – Setting Preliminary Budget for Fiscal Year 2017-2018 and scheduling a public hearing for September 5, 2017.

Staff Report: Troy Tymesen, Finance Director

J. PUBLIC HEARINGS:

1. (Quasi- Judicial) ZC-2-17, Zone Change from R-12 to R-17, 721 E. Spokane Avenue.

Staff Report by: Tami Stroud, Planner

2. (Legislative) V-17-5 - request to vacate a part of Annie Avenue right-of-way adjoining the easterly boundary of Lot 11 & 12 of the Borah Third Addition to the City of Coeur d'Alene Plat
 - a. **Council Bill No. 17-1029** - V-17-5 - request to vacate a part of Annie Avenue right-of-way adjoining the easterly boundary of Lot 11 & 12 of the Borah Third Addition to the City of Coeur d'Alene Plat

Staff Report by: Dennis Grant, Engineering Project Manager

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

L. ADJOURNMENT

This meeting is aired live on CDA TV Cable Channel 19



Coeur d'Alene

CITY COUNCIL MEETING

July 18, 2017

MEMBERS OF THE CITY COUNCIL:

Steve Widmyer, Mayor

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

CONSENT CALENDAR

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

July 5, 2017

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, July 5, 2017 at 5:15 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

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

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

EXECUTIVE SESSION: **Motion** by McEvers, seconded by Edinger to enter into Executive Session pursuant to Idaho Code 74-206A (a) - Considering a labor contract offer or to formulate a counteroffer; and (b) Receiving information about a specific employee, when the information has a direct bearing on the issues being negotiated and a reasonable person would conclude that the release of that information would violate that employee's right to privacy and (f) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

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

The City Council entered into Executive Session at 5:17 p.m. Those present were the Mayor, City Council, City Administrator, Deputy City Administrator, Human Resource Director, and City Attorney. Council returned to regular session at 6:10 p.m.

INVOCATION: Pastor Tim Remington with The Altar Church provided the invocation.

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

COEUR D'ALENE POLICE PHLEBOTOMY PROGRAM: Police Chief Lee White explained that the program is intended for situations wherein a person refuses to provide a breath sample for DUI. He clarified that it does require a warrant first. In the past, the process would include a person being taken to jail, then to the hospital, then back to the jail. The only thing that changes in this program is the person who obtains the draw and no transportation to the hospital.

Officer Knoll noted that this program has been going on throughout the country for over 20 years, so while it is new to the City of Coeur d'Alene it is not a new law enforcement tool. He noted that within the city limits the department annually conducted 352 DUI arrests. Twenty-three percent of those arrests involved blood alcohol content (BAC) of above .20, which is determined to be excessive. Thirty-five of the arrests were refusals, which is about 24% of the total arrests. He noted that the goal is to reduce DUI's and provide a deterrent to people who might choose to drive impaired. It should aid in successful prosecution as DUI's are heavily litigated but the code is clear that for alcohol a BAC of .08 and greater is a DUI, and a BAC of .079 and below is not. The blood draw provides evidence necessary to prove DUI, is a timesavings for staff, and provides accurate evidence. In DUI cases evidence disappears at .015 per hour, and processing a search warrant may delay collection of evidence up to three hours. The lab is also able to test for active THC through blood. Officer Knoll noted that Kootenai Health does charge the department a fee to conduct blood draws. Officer Knoll reviewed the training requirements for the police program, as well as the ongoing requirements of continued education. Chief White noted that the program is intended for limited use in significant cases, does require a search warrant signed by a Judge, and the only change is the person performing the task. Councilmember English noted that an important element is the timing of collecting the evidence and felt it was a benefit that officers will not have to spend time transporting the person to and from the jail. Councilmember McEvers asked how many of the DUI arrests this year would have fallen into this program. Mr. Knoll stated that the 24% that are refusals; however, almost 75% cooperate and would not fall into this program. Councilmember McEvers asked if this would create a minimum manning issue. Chief White explained that if they have to get a search warrant, then the phlebotomist could be called in during that time. He also noted that the traffic patrol officers have received the training. Councilmember Gookin agreed that this would save time from taking people from the jail to hospital, but wondered why the jail staff was not doing the program. Chief White noted that the County Sheriff's Department is watching how it goes with the City and have expressed some interest. Councilmember Miller asked about the legal challenges that might come forward in Idaho. Chief White felt that since a search warrant is required prior to the draw it makes it a clear legal process. If they encountered someone that is combative, the person would be warned and then likely charged with obstructing.

PRESENTATION OF ASSOCIATION OF IDAHO CITIES AWARDS – City Administrator Jim Hammond noted that the Association of Idaho Cities has awarded the City two awards for innovation in government. The first award was given for the Police Department's Community Action Team program. This team looks at specific problems or reoccurring issues within the community. Chief White introduced the Community Action Team to include Sergeant Jeff Walther, Officer Joe Sholten, Officer Jon Cantrell, Officer Jake Pleger, and Officer Spencer Mortensen. Deputy City Administrator Sam Taylor noted that the second award was for the Lake City Public Library program, which offers services at the Lake City High School. This program offers many library resources to our citizens in the northwestern part of town. Library Director Bette Ammon thanked the Council for voting to support the program a year ago. She noted that Councilmember Miller was a key figure in integrating partnerships, which allowed this program to come to fruition.

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

1. Approval of Council Minutes for the June 20, 2017 Council Meeting.
2. Approval of Bills as submitted and reviewed for accuracy by Finance Department
3. Setting of Public Works Committee and General Services meetings for July 10, 2017 at 12:00 noon and 4:00 p.m. respectively
4. Approval of a Cemetery Lot repurchase from Bruce B. Ecord; Lot 31, Block F, Section Niche in Forest Cemetery
5. Approval of an Outdoor Eating Permit for Relic Smokehouse, 1901 East Sherman Avenue.
6. Approval of an Outdoor Eating Permit for Midtown Pub, 826 N. 4th Street.
7. Approval of a Beer, Wine, Liquor License for True 1210 Tavern, 1210 E. Sherman Avenue; Katie Newman (transfer of ownership from Jesse Jensen)
8. Approval of a Beer, Wine, Liquor License for Chinatown Restaurant, 512 W. Appleway Avenue; Christopher Gwan and Zhong Wei Gwan (transfer of ownership from Dragon House)
9. Approval of SS-4-17: Brown Estate Final Plat
10. Setting of Public Hearing – V-17-5 - request to vacate a part of Annie Avenue right-of-way adjoining the easterly boundary of Lot 11 & 12 of the Borah Third Addition to the City of Coeur d'Alene Plat for July 18, 2017
11. Resolution No. 17-045 - A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED AGREEMENTS WITH THE CITY OF COEUR D'ALENE AND OTHER ACTIONS, CONSISTING OF THE APPROVAL OF LAKE FOREST WEST 3RD ADDITION FINAL PLAT, ACCEPTANCE OF IMPROVEMENTS, MAINTENANCE/WARRANTY AGREEMENT, AND SECURITY – S.1.14, AND APPROVAL OF LAKE FOREST WEST 3RD ADDITION AGREEMENT TO PERFORM SUBDIVISION LANDSCAPE WORK.

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

ANNOUNCEMENTS:

Councilmember McEvers noted that Kootenai County Commissioner Marc Eberlein is present in the studio booth tonight. He is investigating how to produce meeting videos as a future option for the County. He thanked him for his time and interest. He also thanked the Parks Department for providing a temporary skate park.

Councilmember Miller thanked Street Department employee Terry Leigh for providing a loader in the Fourth of July parade, which she was able to ride on.

A-7-16 - A PROPOSED 1.51 AC. ANNEXATION FROM COUNTY AS TO CITY R-3 AT THE NORTHERN END OF VICTORIAN DRIVE - PURSUANT TO COUNCIL ACTION DATED JANUARY 17, 2017

RESOLUTION NO. 17-046

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING AN ANNEXATION AGREEMENT WITH CLARENCE B. BROWN AND MARILYN BARNES BROWN, TRUSTEES, UNDER THE BROWN LIVING TRUST.

MOTION: Motion by Gookin, seconded by Edinger to approve **Resolution No. 17-046**, Annexation Agreement with Clarence B. Brown and Marilyn Barnes Brown, Trustees, under the Brown Living Trust, for the Northern end of Victorian Drive (known as the Brown Annexation).

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

COUNCIL BILL NO. 17-1027

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, A SPECIFICALLY DESCRIBED PORTION OF SECTION 17, TOWNSHIP 50, NORTH, RANGE 3 WEST, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

MOTION: Motion by Gookin, seconded by McEvers, to dispense with the rule and read **Council Bill No. 17-1027** once by title only.

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

MOTION: Motion by Gookin, seconded by McEvers, to adopt **Council Bill 17-1027**.

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

ZC-1-17- ZONE CHANGE FROM LM (LIGHT MANUFACTURING) TO CITY C-17 (COMMERCIAL AT 17 UNITS/ACRE) ZONING DISTRICT AT 505 W. KATHLEEN AVENUE - PURSUANT TO COUNCIL ACTION JUNE 20, 2017

COUNCIL BILL NO. 17-1028

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY REZONING THE FOLLOWING DESCRIBED PROPERTY FROM LM (LIGHT MANUFACTURING) TO C-17 (COMMERCIAL AT 17 UNITS/ACRE), SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: A +/- 4.1 ACRE PORTION OF A PARCEL LOCATED AT 505 W. KATHLEEN AVENUE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

MOTION: Motion by Gookin, seconded by McEvers, to dispense with the rule and read **Council Bill No. 17-1028** once by title only.

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

MOTION: Motion by Gookin, seconded by McEvers, to adopt **Council Bill 17-1028**.

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

DISCUSSION REGARDING THE MOVEMENT OF THE PUBLIC ART PIECE ENTITLED THE "FORK."

STAFF REPORT: Mr. Taylor noted that the public art piece entitled "Fork" was placed with the intent to serve mid-town bike parking. Since its placement it has been damaged several times, include one hit and run vehicle strike. He is seeking direction on behalf of the Arts Commission. The Arts Commission decided to replace the art south of the original location. Since that placement at the new location, the abutting building owner and tenants expressed a desire to move the piece. The Arts Commission reviewed the request and determined that the best placement of the piece is at this location as they wish to avoid movement based on reaction to certain pieces. Mr. Taylor noted that the question is where these pieces work best for the public. One concern is the removal of the future opportunity for outside eating, if the business use changes to a restaurant.

DISCUSSION: Councilmember Evans noted that the Arts Commission wanted to leave the piece in the Lake District as the urban renewal funds paid for the piece. Mr. Taylor noted that the business owner has made the request for removal and the code allows Council to make a determination on placement and removal of public art. Councilmember Gookin asked if there

was a history of moving art based on public input. Mr. Taylor noted that when the feathers were placed there was discussion as to whether or not it was good art and clarified that movement of art is a policy decision of the Council. Councilmember Gookin said that this would set a precedent for others to come forward to move pieces and that he would like to move forward with the Art Commission recommendation. Councilmember Evans reiterated that there are limited venue sites within the Lake District. Mayor Widmyer noted that as a small business owner himself, he is called upon to maintain and shovel the sidewalk and feels that if a small business does not want the art at its entrance, then the City should listen to them. Councilmember McEvers felt that the difference is that midtown has much wider sidewalks that were intended for unique art. He also believes it would be a precedent to allow art to be moved if no one likes the art piece and he would support the Arts Commission recommendation to leave it in its current location. Councilmember English noted that he goes to the barbershop near the piece regularly and likes it there. He also feels that it would be dangerous territory if businesses veto art decisions. However, they should have an opportunity to give input, but it is important to let the Commission guide the process. Councilmember Miller noted that she is also a small business owner and has to get permits to put things on the sidewalk. She asked if the Arts Commission has gone with the approach of contacting the business or public and seeing who wants the piece at their business. Mr. Taylor explained that this is the first time they have attempted to engage local businesses. Councilmember Gookin asked if the building owner wants to open a restaurant could we move the piece at that time. Mr. Taylor noted that the art policy has language that that the Council has the authority to authorize movement of art pieces.

MOTION: Motion by Edinger, seconded by Gookin to approve the Art Commission's recommendation to leave this artwork at its current location.

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

RESOLUTION NO. 17-049

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ACCEPTING THE BID OF CAMERON-REILLY, LLC, FOR THE CONSTRUCTION OF THE MEMORIAL PARK AND CITY/COUNTY SHARED PARKING LOT.

STAFF REPORT: Parks and Recreation Director Bill Greenwood noted that a bid opening was held June 30, 2017 and two bids were received. Bids came from Cameron Reilly, LLC and T. La Riviera, with Cameron Reilly, LLC. submitting the lowest responsive bid. He noted that there was some savings for grading that has already occurred; however, there were some overages in the project such as movement of the field lights. Additional costs included the placement of overhead electrical lines to be buried. He reviewed some of the equipment to be supplied by the City. He noted that the architect drafted a flush toilet facility styled like the Harbor House and it was three times higher in cost. Additionally the gazebo was highly priced; therefore, staff is rejecting those alternates. He noted that the project budget would be short approximately \$366,690. He recommends approval of the bid of Cameron-Reilly, LLC for \$1.8 and add alternate B contingent upon Ignite funding.

DISCUSSION: Mayor Widmyer clarified that the \$366,690 needed funding would be a cost split between the City and Ignite, with a request to Ignite for \$183,345. The City will fund their portion through other funds such as storm water utility, and parks capital improvement fund. Mr. Greenwood noted the original partners and their original funding commitments. Mayor Widmyer clarified that the \$200,000 originally committed to the skate park is being held in reserve for construction next year. Councilmember Miller asked why the city would not seek the entire cost overrun from Ignite. Mr. Greenwood said he felt it was important for the City to be a partner in these costs.

MOTION: Motion by McEvers, seconded by Edinger to approve **Resolution No. 17-049**, award of bid to Cameron-Reilly, LLC for Memorial Park and City/County Shared Parking.

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

LEGISLATIVE PUBLIC HEARING: AMENDMENT TO FEES FOR PARKING AT INDEPENDENCE POINT.

RESOLUTION NO. 17- 048

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

STAFF REPORT: Mr. Taylor explained that this increase would help fund the downtown ambassador program in partnership with Parks and Police Departments. This program will help people downtown, provided a friendly face to tourists, and help with parking issues. They are currently working on a pilot program.

Mayor Widmyer called for public comments and with none being heard, public comment was closed.

PUBLIC COMMENTS:

DISCUSSION: Councilmember Gookin noted that he had viewed the pilot program in action and asked for an update. Chief White noted that at one point he was in the “gator” leading the ambassador program. They have currently used some people from the Explorer Program and are paying them out of some of his personnel savings. The ambassadors are very helpful to explain city park rules and point out parking opportunities and/or report any suspicious activities. They have received training from Captain Hagar. Councilmember Gookin asked where they would patrol. Chief White noted that they could travel from the NIC area, through City Park to the Tubbs Hill entrance at 11th Street. Councilmember Gookin asked about the consistency of the city lots having the same fees and asked if this will be a different rule from all other lots. Mr. Taylor noted that the 2016 amendment to fees created consistent fees, and the only uniqueness is that the first two hours are free at McEuen. This is the lot that most of our visitors are parking in and that lot fee will help to fund a visitor program. Mayor Widmyer noted that this is a premium

parking lot and felt it would be a reasonable user fee. Councilmember Miller expressed concern that there should be consistency within the city lots. Additionally, she noted that Memorial Park will come on line just across the park from Independence Point and wondered if there had been consideration to increase the fee at other premium location parking lots. Mr. Taylor noted that there has not been that discussion to date. He explained that over time, the city would use more technology that is more expensive to purchase and maintain and this will aid in building up the parking fund. Mayor Widmyer noted that the downtown parking facility would be open next year that will add 370 spaces to downtown and the City will have to look at the entire parking inventory at that time and should review all fees at that time.

MOTION: Motion by McEvers, seconded by Evans to approve **Resolution No. 17-048**, amending for parking at Independence Point.

ROLL CALL: English Aye; Edinger No; Evans Aye; Miller No; McEvers Aye; Gookin No.
Motion carried with the Mayor voting in the affirmative.

RECESS: **Motion** by Gookin, seconded by English to recess to a Council Budget Workshop on July 12, 2017 at 8:30. a.m. in the Library Community Room located at 702 E. Front Avenue.
Motion carried.

The meeting adjourned at 7:28 p.m.

ATTEST:

Steve Widmyer, Mayor

Renata McLeod, CMC, City Clerk

**GENERAL SERVICES COMMITTEE
MINUTES
July 10, 2017
12:00 p.m., Library Community Room**

COMMITTEE MEMBERS PRESENT

Councilmember Ron Edinger
Councilmember Kiki Miller

STAFF PRESENT

Lee White, Police Chief
Bill Greenwood, Parks & Rec Dir.
Jim Hammond, City Administrator
Sam Taylor, Deputy City Administrator
Troy Tymesen, Finance Director
Mike Gridley, City Attorney

**Item 1 Purchase of Cold Storage Unit
Agenda**

Lee White, Police Chief, presented a request for council authorization to purchase a cold storage unit in order to comply with a new Idaho statute and provide for monitoring of biological evidence.

Chief White stated in his staff report that currently biological evidence is maintained in refrigerators and freezers similar to the types available at local appliance stores. They do not offer temperature monitoring or alert systems that are necessary for the storage of biological evidence and do not have storage capacity for future needs. Biological evidence, such as a sexual assault kit, is obtained from a case and requires refrigerated storage until it is processed by a forensics lab. Once a kit has been processed by the lab, the kit does not need to be refrigerated but extracts obtained from the kit, commonly referred to as "DNA samples," must be stored frozen. Previously, sexual assault collection kits were disposed of relative to the status of the case. If a case was no longer being investigated as a crime, if a victim asked for no further analysis or investigation to take place, or if there was no evidence of a crime, the Prosecutor would review the case and typically authorize the destruction of the kit. The Prosecutor also would typically authorize the destruction of the kit upon disposition of a criminal case. Under the new law, kits that were previously authorized for destruction after an investigation will not need to be refrigerated for ten (10) years at a minimum and kits that were previously disposed of after five years will now need to be retained for fifty-five (55) years. Kits and extracts that were previously authorized for destruction after the completion of a criminal case will now require the freezing of the extracts for fifty-five (55) years or until the sentence of the defendant is completed. Additional cold storage will be required to facilitate the additional retention times. Three quotes were obtained from vendors. Fisher Scientific submitted the lowest responsible bid that did not require yearly monitoring subscriptions. The price for this unit and software for in-house monitoring is \$13,900. This is not a budgeted item, but the Police Department has budget capacity in the current year's budget for this expense. The specifications for the cold storage quotes provided were based on the largest amount of cold storage space that would fit within the current evidence storage area that meets accreditation, court, and security standards currently in place.

Councilmember Miller asked if there will be a need to purchase additional units with the expansion of the office facilities. Chief White said that hopefully this purchase will get them through the next 10 years or so. Councilmember Miller asked about the decision to not go with a system that had an annual subscription or monitoring. Chief White said that the unit can tie into the PD's existing email and other notification systems so it won't require a subscription for notification. He further explained that they had planned on asking for funding for this item during next year's budget cycle, but in looking at the

numbers, open positions, and budgetary savings this year, they decided to request to purchase the unit this year. The storage unit will be placed in their existing property evidence section.

MOTION: Motion by Miller, seconded by Edinger, to recommend Council authorize staff to purchase a cold storage unit from Fisher Scientific. Motion carried.

**Item 2 Cherry Hill Tennis Courts
Agenda**

Bill Greenwood, Parks & Recreation Director, presented a request for council authorization to use Parks Capital Improvement Funds to resurface the Cherry Hill tennis courts.

Mr. Greenwood stated in his staff report that the Cherry Hill property was purchased in 1999 and in 2000 was annexed into the City of Coeur d'Alene for parkland. Beginning in 2005, the park has had ongoing development to provide a variety of activities for the public including six tennis courts. These courts are being well used by the public, the tennis association, local schools, the pickleball association and the City's recreational programming. The cost to resurface all six courts and restripe with the current configuration is \$40,500. One of the City's user groups, Charter Academy, has stepped up to help with the resurfacing cost by contributing \$6,500 to the project. The resurfacing of courts usually lasts about ten years, and these courts have been in place for 12 years and have developed some cracks and chips that need to be addressed this year. If funding is approved, the work would take place this September to take advantage of the dry and warm conditions.

Mr. Greenwood confirmed that the Parks & Recreation Commission has given their approval to use Parks Capital Improvement Funds.

MOTION: Motion by Miller, seconded by Edinger, to recommend council authorize the Parks Department to use Parks Capital Improvement Funds to resurface the Cherry Hill tennis courts. Motion carried.

The meeting adjourned at 12:06 p.m.

Respectfully submitted,

Amy C. Ferguson
Executive Assistant

**PUBLIC WORKS COMMITTEE
MINUTES
July 10, 2017
4:00 p.m., Library Community Room**

COMMITTEE MEMBERS PRESENT

Councilmember Woody McEvers
Councilmember Dan English
Councilmember Dan Gookin

STAFF PRESENT

Troy Tymesen, Finance Director
Amy Ferguson, Executive Asst.
Jim Remitz, Capital Program Manager
Jim Hammond, City Administrator
Mike Wallis, Asst. Street Superintendent
Mike Anderson, WW Superintendent
Kenny Gabriel, Fire Chief
Randy Adams, Deputy City Attorney

**Item 1 Professional Services Agreement with HDR Engineering for “As Needed”
Wastewater Discharge Permitting Assistance**

Consent Calendar

Jim Remitz, Capital Program Manager, and Mike Anderson, Wastewater Superintendent, presented a request for council approval of a Professional Services Agreement with HDR Engineering, Inc. for wastewater discharge permitting assistance, performed on an “as-needed” basis.

Mr. Remitz and Mr. Anderson stated in their staff report that the City of Coeur d’Alene currently discharges treated wastewater into the Spokane River authorized by permit issued by the U.S. Environmental Protection Agency. The permit defines the effluent (treated wastewater) pollutant limits and monitoring requirements that the City must comply with. Since the State of Idaho, Department of Environmental Quality (IDEQ) is in the process of taking over the permitting of municipal wastewater dischargers, the City’s next discharge permit (2019) is expected to be issued by IDEQ. Through extensive planning, design, construction and operational efficiency, the City has been very successful in meeting the requirements of the permit. Much of this success is due to the continuing efforts of the City’s consultant, HDR Engineering, and their knowledge and expertise with the City’s wastewater treatment facility and the permitting process. Because of this, they are uniquely qualified to provide these services to the Wastewater Department management team.

Mr. Remitz explained that this will formalize an informal agreement with HDR Engineers over the years which will allow HDR to keep the City abreast of permitting issues and keep them proactive when it comes to the permitting process.

Councilmember Gookin asked if this had to go out to bid. Mr. Remitz confirmed that it did not as the Idaho statute allows them to continue with a firm that has been involved with these issues. The services will be provided strictly on as “as needed” basis. Part of the agreement is for HDR to attend some of the rulemaking meetings, acting on the City’s behalf.

Councilmember Gookin asked if the State of Washington still impacts us even though IDEQ is doing the permitting. Mr. Remitz that that he believes that the Washington Department of Ecology will have some influence on their next permit.

Councilmember Gookin asked how often in a year's time do they anticipate using HDR's services and are they anticipating ramping up some of their services. He also asked if this is such a specialized area of knowledge that in-house staff can't do it. Mr. Remitz said that yes, it is specialized and that HDR is very accomplished at keeping abreast of the permitting in the Pacific Northwest, and will make them aware of any issues coming down the road that may impact the City.

Mr. Remitz explained that the scope of services has two categories. One is for HDR to attend rulemaking committee meetings in Boise for the IPDES permit on behalf of the City, and the second task is the "as needed" undefined scope for technical assistance at HDR's hourly rate.

Mr. Anderson commented that he has been getting involved on the Washington side for the Department of Ecology, but it would behoove the City to have somebody specialized working on it.

MOTION: Motion by English, seconded by Gookin, to recommend Council approval of Resolution No. 17-050 approving an agreement with HDR Engineering for "As Needed" Wastewater Discharge Permitting Assistance. Motion carried.

**Item 2 Award for a New Rubber Tracked Excavator
Agenda [PULLED FROM AGENDA]**

Mike Willis, Assistant Street Superintendent, presented a request on behalf of Tim Martin, Streets & Engineering Director, for council approval of the purchase of a rubber tracked excavator from FMI Equipment for \$98,229.00.

Mr. Martin stated in his staff report that the Streets Capital Outlay Summary included in the adopted 2016-17 Financial Plan includes \$17,000 for the department to enter into a 5 year agreement to acquire a rubber tracked excavator. In order to meet the demand for use of a machine to do various needs during the summer construction season, the department has in the past rented a similar excavator for the construction season. While in the process of entertaining bid quotes, the price received was very favorable, so the thought is to buy the machine outright. The direct purchase will save dollars in financing fees. The machine will be used primarily for drainage utility work, such as swale maintenance and catch basin and pipe replacement. The Drainage utility capital improvement summary does not identify the specific purchase of this machine, but there is savings identified in the budget. In order to purchase the machine, the Drainage Utility would provide \$81,229 (83%) and the General Fund (Streets) would provide \$17,000 (17%). A delivery date has been specified as no later than 45 days.

Discussion ensued regarding the budgeted amount for the 5 year agreement and why it was only \$85,000, as opposed to the \$98,229 for the purchase price. Mr. Tymesen said that when they look at budgeting, they don't have exact quotes, and the demand for the equipment has gone up. In addition, they also look at interest rates and lease cost. In this situation, the lease cost is more than forecasted. Mr. Tymesen said that this proposal brings forward two benefits – one is that the equipment is needed and would be jointly used, and second, this isn't a piece of equipment that the manufacturers would want back at the end of the term. The manufacturers are sharing a valuable discount to make the purchase on the front end. Mr. Tymesen noted that the Streets Department is extending the life of the equipment to 10-12 years.

Councilmember English said that with the increased life expectancy, it makes sense to him to purchase the equipment.

Councilmember McEvers asked about savings from the Drainage Utility. Mr. Tymesen said that the Drainage Utility could theoretically buy the equipment and the Street Department could pay for the time it uses it. The savings in the budget is due to the fact that they are getting a number of projects done

internally. Since they are being done internally, they don't have the profit margin that a contractor might have.

Councilmember English asked how the timeline for receiving the equipment. Mr. Willis said that they have a commitment from the manufacturer for a 45 day turnaround, which is the worst case scenario. More than likely, they will have one available sooner.

Councilmember Gookin asked if they were originally considering a lease. Mr. Tymesen said they were, but it ends up being a purchase plan because the manufacturer doesn't want the equipment back. Councilmember Gookin asked if it is possible to enter into a lease agreement. Mr. Tymesen said that it was, but they brought this forward to council because they don't want to pay the lease factor on the equipment.

Councilmember McEvers asked why they sometimes do a lease. Mr. Tymesen explained that in certain circumstances a lease has been advantageous. For instance, they were able to acquire brand new loaders set up the way the City wanted because there is a great value for the resale of the loaders at the end of the lease so the buy-out is very favorable. In that situation, the lease rate was very low, and the manufacturers were happy to sell them because they know there's another market for them. The excavator is not going to be as valuable in the secondary market after it is used.

Councilmember asked if the City already has an excavator. Mr. Willis said that it does, but it is reaching the end of its lifespan.

Councilmember Gookin said that he will be opposing the purchase.

MOTION: Motion by English, seconded by McEvers to recommend Council approval of Resolution No. 17-___ authorizing the purchase of a new rubber tracked excavator from FMI Equipment for \$98,229.00. Motion carried with Councilmember Gookin voting No.

DISCUSSION: Mr. Tymesen said that in the Drainage Utility, any savings stays in that fund. The General Fund is where the challenge is with the budget. He noted that even if we didn't spend the money in the Drainage Utility, the money would stay there. Councilmember Gookin suggested a rate cut since there are savings. Mr. Tymesen said there are a lot of things that we need to do in that utility such as having the right equipment and that looking at the cash flow is something that they do on an annual basis. Councilmember Gookin said that one of the things they will have to deal with in the future is that eventually DEQ is going to require that the City treat the stormwater. They are going to have to set something up and that is the reason that the budget has savings. If the rates were cut, theoretically they would have to be raised again in the future.

Motion carried with Councilmember Gookin voting No.

Item 3 Partnership with North Idaho College (NIC) Consent Calendar

Kenny Gabriel, Fire Chief, presented a request for council authorization to surplus a 1999 E-One pumper and gift it to North Idaho College (NIC) for use at the Firefighter Academies.

Chief Gabriel stated in his staff report that in 2007 the City and Fire Department began a partnership with NIC to provide training to the community for First Aid and CPR. That grew into an Emergency Medical Technician (EMT) class and then a Firefighter 1 Academy. Firefighter 2 was recently added. All classes are taught by members of the Fire Department and administered by the NIC Workforce Training Center.

The interest in all classes has grown and the logistical needs have grown as well. They have used Department apparatus for the hands on portion of the academy but this has become problematic as the FD has had the need to use those rigs for response. With the passing of the General Obligation Bond and subsequent purchase of new apparatus, the FD has seen that need for use eliminated. The Firefighter Academy still needs a dedicated piece of equipment and the FD would like to gift the 1999 E-One pumper for the sole use of the Fire Academy. There is no negative impact to the City and any maintenance issues will be the responsibility of NIC.

Chief Gabriel said that during the Fire Academy, the pumper would be housed at Station 2 where the hands-on training is, and then it will be stored at the NIC diesel shop.

Councilmember Gookin asked if the agreement is through the Workforce Training Center or NIC. Chief Gabriel said that it is through NIC. The Fire Academy class does not receive college credit, but they are trying to get it to a full two-year degree program, and they are reviewing the Firefighter 1 and Firefighter 2 classes for full credit. Councilmember Gookin asked if there is anything that the City can receive from NIC in return for the gift. Chief Gabriel said the NIC carpenter school has built sheds for the program and will be maintaining the equipment.

**MOTION: Motion by English, seconded by Gookin, to recommend Council approval of Resolution No. 17-050 authorizing staff to surplus a 1999 E-One pumper and gift it to NIC for use in the Firefighter Academy.
Motion carried.**

The meeting adjourned at 4:31 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison

RECEIVED


JUL 10 2017

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

CITY CLERK

FUND	BALANCE 5/31/2017	RECEIPTS	DISBURSE- MENTS	BALANCE 6/30/2017
<u>General-Designated</u>	\$1,240,988	\$8,373	\$74,425	\$1,174,936
<u>General-Undesignated</u>	10,511,661	4,118,369	6,157,130	8,472,900
<u>Special Revenue:</u>				
Library	90,564	51,774	94,705	47,633
CDBG	(4,959)	22,960	18,047	(46)
Cemetery	(19,397)	30,183	17,550	(6,764)
Parks Capital Improvements	470,169	26,675	4,465	492,379
Impact Fees	2,897,203	72,085		2,969,288
Annexation Fees	483,862	381		484,243
Insurance	-			-
Cemetery P/C	1,620,207	7,815	4,365	1,623,657
Jewett House	17,626	7,879	1,733	23,772
Reforestation	26,534	105	1,697	24,942
Street Trees	216,248	12,170	17,964	210,454
Community Canopy	1,709	1,001		2,710
CdA Arts Commission				
Public Art Fund	75,172	59	412	74,819
Public Art Fund - ignite	517,292	407	600	517,099
Public Art Fund - Maintenance	94,642	74	1,220	93,496
<u>Debt Service:</u>				
2015 G.O. Bonds	985,317	27,090		1,012,407
LID Guarantee				
LID 149 - 4th Street				
<u>Capital Projects:</u>				
Street Projects	54,706	34,539	329,885	(240,640)
<u>Enterprise:</u>				
Street Lights	66,906	44,079	91,044	19,941
Water	1,762,923	317,790	319,775	1,760,938
Water Capitalization Fees	4,847,742	121,338		4,969,080
Wastewater	5,413,410	751,512	1,766,320	4,398,602
Wastewater-Reserved	938,153	27,500		965,653
WWTP Capitalization Fees	6,039,819	371,352		6,411,171
WW Property Mgmt	60,668			60,668
Sanitation	775,930	325,750	263,488	838,192
Public Parking	100,312	25,762	6,413	119,661
Drainage	755,681	87,563	52,526	790,718
Wastewater Debt Service	1,021,323	805	450	1,021,678
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Bil	209,742	205,257	210,948	204,051
LID Advance Payments	250		4	246
Police Retirement	1,298,736	14,310	13,969	1,299,077
Sales Tax	2,232	3,984	4,464	1,752
BID	173,954	6,262		180,216
Homeless Trust Fund	320	261	320	261
GRAND TOTAL	\$42,747,644	\$6,725,464	\$9,453,919	\$40,019,189

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


Troy Tymesen, Finance Director, City of Coeur d'Alene, Idaho

**CITY COUNCIL
M E M O R A N D U M**

DATE: JULY 13, 2017

FROM: RENATA MCLEOD, MUNICIPAL SERVICES DIRECTOR

RE: REQUEST FOR PUBLIC HEARING

I am requesting the City Council set a public hearing for the Council meeting scheduled August 1, 2017, to hear public testimony regarding the Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER) in review of its Plan Year 2016 and the Annual Action plan for Plan Year 2017.

**CITY COUNCIL
STAFF REPORT**

DATE: July 13, 2017
FROM: Chris Bosley – City Engineer
SUBJECT: Grant Deed for public right-of-way at the new Medina Street intersection

=====

DECISION POINT:

To approve the Grant Deed for right-of-way from Glacier 700, LLC., Stephen F. Miller, Kootenai Hospital District, and Jon Ness for the new Medina Street intersection.

HISTORY:

As part of the Medina Street intersection construction project, additional City Right-of-Way is needed. Right-of-Way is being granted to the City by Glacier 700, LLC., Stephen F. Miller, Kootenai Hospital District, and Jon Ness. This deed of right-of-way is important to the realignment of Medina Street; therefore, staff recommends approval.

FINANCIAL ANALYSIS:

There will be no cost to the City for this grant of right-of-way.

DECISION POINT/RECOMMENDATION:

To approve the Grant Deed for right-of-way from Glacier 700, LLC., Stephen F. Miller, Kootenai Hospital District, and Jon Ness for the new Medina Street intersection.

GRANT DEED
FOR RIGHT-OF-WAY PURPOSES

KNOW ALL MEN BY THESE PRESENTS, that Glacier 700, LLC, whose address is 2100 Northwest Boulevard, Suite 350, Coeur d'Alene, ID 83814, with Stephen F. Meyer, Member, and, Kootenai Hospital District, whose address is 2003 Kootenai Health Way, Coeur d'Alene, ID 83814, with Jon Ness, CEO, herein called GRANTORS, for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, paid by the City of Coeur d'Alene, Kootenai County, State of Idaho, receipt of which is acknowledged, does hereby grant, quitclaim and convey unto the city of Coeur d'Alene, a municipal corporation and political subdivision of the State of Idaho, duly organized and existing pursuant to the laws of the State of Idaho, the GRANTEE, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814-3958, its successors and assigns, the following described property in Kootenai County, to wit:

See attached Exhibit "A" incorporated herein.

TO HAVE AND TO HOLD such property for public right-of-way purposes and incidents thereto, the GRANTORS do hereby dedicate their interest in said parcel of land for public use. Said grant to be appurtenant to and shall run with the land and be binding on the heirs and assigns of the GRANTORS.

IN WITNESS WHEREOF, the GRANTORS have caused this instrument to be executed this 29th day of June, 2017.

GLACIER 700, LLC

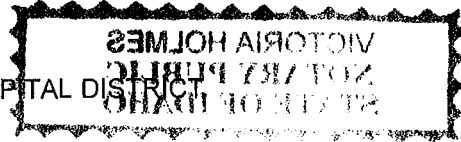
By:

Stephen F. Meyer
Stephen F. Meyer, Member

KOOTENAI HOSPITAL DISTRICT

By:

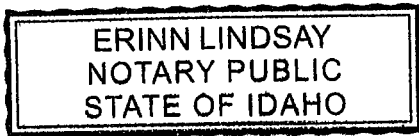
Jon Ness
Jon Ness, CEO



STATE OF IDAHO)
) SS
COUNTY OF KOOTENAI)

On this 27th day of June, 2017, before me a Notary Public, personally appeared Stephen F. Meyer, known or identified to me to be a Member of the Glacier 700, LLC, and that he executed the foregoing instrument on its behalf for the uses and purposes therein mentioned, and, acknowledged to me that said Limited Liability 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.

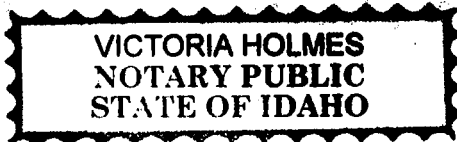


Erinn Lindsay
Notary Public for the State of Idaho
Residing at: Coeur d'Alene
My Commission Expires: 3/30/22

STATE OF IDAHO)
) SS
COUNTY OF KOOTENAI)

On this 29th day of June, 2017, before me a Notary Public, personally appeared Jon Ness, known or identified to me to be the CEO of Kootenai Hospital District, and that he executed the foregoing instrument on its behalf for the uses and purposes therein mentioned, and, acknowledged to me that said Limited Liability 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.



Victoria Holmes
Notary Public for the State of Idaho
Residing at: Coeur d'Alene
My Commission Expires: 7/27/18



J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE LANGDON GROUP



GATEWAY MAPPING INC.

EXHIBIT A

LEGAL DESCRIPTION
of
RIGHT-OF-WAY ACQUISITION

GLACIER 700, LLC
to
THE CITY OF COEUR D'ALENE

June 26, 2017

That portion of Lot 1, and Lot 3, Block 1 of Interlake Addition, according to the plat thereof recorded in Book I of Plats at Page 241, records of Kootenai County, Idaho, being situated in the NE1/4 of Section 11, Township 50 North, Range 4 West, Boise Meridian, City of Coeur d'Alene, Kootenai County, Idaho, described as follows:

COMMENCING at the southwest corner of said Lot 3; thence North 01°15'53" East along the west line of said Lot 3 a distance of 53.70 feet to the POINT OF BEGINNING;

thence continuing North 01°15'53" East along the west line of said Lots 1 and 3, a distance of 141.01 feet, more or less, to the northwest corner of said Lot 1;

thence North 82°04'52" East along the north line of said Lot 1, a distance of 68.64 feet;

thence South 31°07'49" West, a distance of 92.08 feet;

thence South 18°09'58" West, a distance of 75.37 feet, more or less, to the POINT OF BEGINNING.

Containing 3,999 square feet, more or less.

SUBJECT TO: Existing rights-of-way and easements of record and/or appearing on above-described tract.

Digitally Signed:
Jun 26, 2017



Digitally signed by Jeremy J Russell DN: cn=Jeremy J Russell, o=JUB ENGINEERS, INC., email=jrussell@jub.com, c=US

0404 (JUB-A-F) (04/02)

IRONWOOD DRIVE

LOT 1, BLOCK 1
IRONWOOD PROFESSIONAL
PLAZA CONDOMINIUM

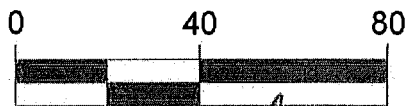
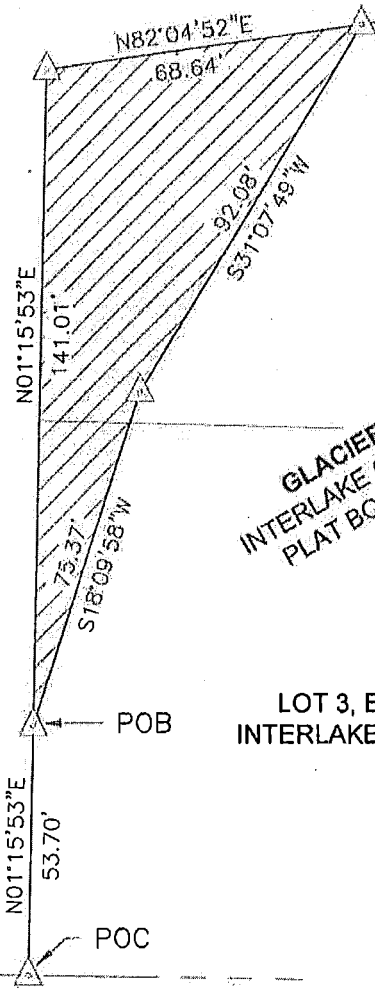
MEDINA STREET

50'

LOT 1, BLOCK 1
INTERLAKE ADDITION

GLACIER 700, LLC
INTERLAKE CONDOMINIUMS
PLAT BOOK 1, PAGE 242

LOT 3, BLOCK 1
INTERLAKE ADDITION



1"=40'

- LEGEND**
- RIGHT-OF-WAY ACQUISITION (3,999 S.F.±)
 - POC POINT OF COMMENCEMENT
 - POB POINT OF BEGINNING

Jeremy Russell

Digitally signed by Jeremy J. Russell: A010390010313AG255009000038C7

Digitally Signed on:
Jun 26, 2017



J-U-B ENGINEERS, INC.

0407 (E) 2016 036 2/EX/MED/CA

EXHIBIT _____
 GLACIER 700, LLC TO THE CITY OF COEUR D'ALENE
 A PORTION OF THE NE 1/4 OF SEC. 11, T 50N, R 4W, B.M.,
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

RESOLUTION NO. 17-050

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH HDR ENGINEERING FOR "AS NEEDED" WASTEWATER DISCHARGE PERMITTING ASSISTANCE; AND AUTHORIZING APPROVAL OF THE REQUEST TO SURPLUS A 1999 E-ONE PUMPER TO NORTH IDAHO COLLEGE FOR USE IN THE FIREFIGHTER ACADEMY.

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

- A) Approval of a Professional Services Agreement with HDR Engineering for "As Needed" wastewater discharge permitting assistance; and
- B) Approval of a request to surplus a 1999 E-one pumper to North Idaho College for use in the Firefighter Academy;

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 and other action.

NOW, THEREFORE,

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

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

DATED this 18th day of July, 2017.

Steve Widmyer, Mayor

ATTEST

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER ENGLISH Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

CITY OF COEUR D'ALENE
PUBLIC WORKS COMMITTEE
STAFF REPORT

DATE: July 10, 2017

FROM: James Remitz, Capital Program Manager
Mike Anderson, Wastewater Superintendent

**SUBJECT: Professional Services Agreement with HDR Engineering
For "As Needed" Wastewater Discharge Permitting Assistance**

DECISION POINT: The City Council may desire to approve the attached Professional Services Agreement between the City of Coeur d'Alene (City) and HDR Engineering, Inc. for wastewater discharge permitting assistance. These services for the Wastewater Department will be performed on an "as-needed" basis.

HISTORY: The City of Coeur d'Alene currently discharges treated wastewater into the Spokane River authorized by the United States Environmental Protection Agency's (EPA) National Pollution Discharge Elimination System (NPDES) Permit No. ID0022853. This permit was issued to the City on December 1, 2014 and will expire November 30, 2019. The permit defines the effluent (treated wastewater) pollutant limits and monitoring requirements that the City's Advanced Wastewater Treatment Facility (AWTF) must comply with. Since the State of Idaho, Department of Environmental Quality (IDEQ) is in the process of taking over the permitting of municipal wastewater dischargers, the City's next discharge permit (2019) is expected be issued by IDEQ.

Through extensive planning, design, construction and operational efficiency, the City has been very successful in meeting the requirements of the permit. Much of this success is due to the continuing efforts of the City's consultant, HDR Engineering, and their knowledge and expertise with the City's AWTF and the permitting process.

FINANCIAL ANALYSIS: The costs of this agreement are included in the Wastewater Department annual financial plan (budget) and are funded by the approved wastewater rates.

PERFORMANCE ANALYSIS: HDR Engineering has a long history of providing excellent planning and engineering services for the City's AWTF. Because of

their knowledge and experience with the AWTF and their awareness of current and future permitting issues, they are uniquely qualified to provide these services to the Wastewater Department management team. The Wastewater Department believes that these professional services are a valuable resource that will allow the City to remain proactive with the issues and nuances of the permitting process.

RECOMMENDATION: Wastewater staff recommends approval of the Professional Services Agreement with HDR Engineering, Inc. for As-Needed Discharge Permitting Assistance and authorizing the Mayor to execute said agreement.

**AGREEMENT BETWEEN CITY OF COEUR D'ALENE AND HDR ENGINEERING,
INC. FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made as of this _____ day of July, 2017, between CITY OF COEUR D'ALENE ("CITY"), with its principal offices at 710 E. Mullan Ave., Coeur d'Alene, Idaho 83814, and HDR ENGINEERING, INC., ("ENGINEER"), a Nebraska corporation, with its principal offices at 8404 Indian Hills Drive, Omaha, Nebraska, 68114, for services in connection with the project known as Regulatory Technical Assistance ("Project");

WHEREAS, CITY desires to engage ENGINEER to provide professional engineering, consulting and related services ("Services") in connection with the Project; and

WHEREAS, ENGINEER desires to render these Services as described in SECTION I, Scope of Services; and

WHEREAS, CITY has previously awarded professional services contracts to ENGINEER for associated and phased projects at Wastewater Treatment facilities; and

WHEREAS, CITY has established guidelines and followed procedures, pursuant to Idaho Code § 67-2320, for selection for professional engineering services.

NOW, THEREFORE, CITY and ENGINEER, in consideration of the mutual covenants contained herein, agree as follows:

SECTION I. SCOPE OF SERVICES

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The "HDR Engineering, Inc. Terms and Conditions for Professional Services," which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

SECTION III. RESPONSIBILITIES OF OWNER

CITY shall provide the information set forth in paragraph 6 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services."

SECTION IV. COMPENSATION

Compensation under this Agreement shall be on the basis of Direct Labor Costs times a factor of 3.19 for the services of ENGINEER'S personnel engaged on the Project, plus Reimbursable Expenses.

Direct Labor Cost shall mean salaries and wages (basic and overtime) paid to all personnel engaged directly on the Project. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually as of the first of every year to reflect equitable changes to the compensation payable to ENGINEER.

Reimbursable Expenses shall mean the actual expenses, incurred directly or indirectly, in connection with the Project, including transportation travel, subconsultants, subcontractors, technology charges, telephone, telex, shipping and express delivery, and other similar incurred expenses. ENGINEER may add up to ten percent (10%) to invoices received by ENGINEER from subconsultants and subcontractors to cover administrative expenses.

SECTION V. PERIOD OF SERVICE

Upon receipt of written authorization to proceed, ENGINEER shall perform the services within the time period(s) described in Exhibit A, or as otherwise provided herein.

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures, and amounts of ENGINEER'S compensation shall be equitably adjusted.

SECTION VI. JURISDICTION

Any civil action arising from this agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County, Idaho.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CITY OF COEUR D'ALENE

By _____
Name _____
Title _____

HDR ENGINEERING, INC.

By _____
Name _____
Title _____

EXHIBIT A
SCOPE OF SERVICES
CITY OF COEUR D'ALENE, IDAHO
REGULATORY TECHNICAL ASSISTANCE

BACKGROUND

The City of Coeur d'Alene discharges highly treated wastewater effluent to the Spokane River and must comply with a federal National Pollutant Discharge Elimination System (NPDES) permit. Discharges to the Spokane River are subject to a number of regulatory compliance requirements that include Technology Based Effluent Limits (TBELs) and Water Quality Based Effluent Limits (WQBELs). The TBELs requirements for secondary treatment govern effluent limitations for Biochemical Oxygen Demand (BOD) and Total Suspended Solids. The WQBELs result from the Washington Department of Ecology's 2012 Dissolved Oxygen Total Maximum Daily Load (TMDL), toxics management requirements for discharge to the river, and other water quality standards. This results in effluent limits for Phosphorus, Ammonia, and Metals, as well as management requirements for bio-accumulative toxics such as Polychlorinated Biphenyls (PCBs).

State water quality standards may result in new, more challenging effluent limitations in the future as the Idaho Department of Environmental Quality (DEQ) progresses through its triennial water quality standards rulemaking process. At the same time, the state of Idaho is in the process of taking over primacy from EPA Region 10 for discharge permitting and implementing a new IPDES program (Idaho Pollutant Discharge Elimination System). The City's permit issued by EPA in 2014 is expected to be renewed and issued by the state of Idaho in 2019.

OBJECTIVES

1. Support the City's continuing efforts for regulatory compliance in the most cost effective manner possible.
 2. Analyze water quality, treatment effectiveness, and standards to support the City's understanding of regulatory implications
 3. Provide technical support to compliment the City's regulatory analysis and reporting requirements
-

SCOPE OF SERVICES

This scope of services is for the Consultant to assist the City through various technical assistance activities related to water quality, discharge permitting, water quality standards rulemaking, and regulatory compliance. The scope of Consultant services are identified in the following tasks. Consultant will commence with services upon written notice to proceed with the selected tasks. Schedule will be determined at the time of notice to proceed.

TASK 100 - IDAHO IPDES DISCHARGE PERMITTING REVIEW

Objective and Approach

The state of Idaho's new IPDES discharge permitting program is being developed by Department of Environmental Quality staff with input from the regulated community and other 3rd party stakeholders. Participating in Idaho DEQ meetings on development of the IPDES discharge permitting program and actively engaging with workgroup has been necessary to provide input to the state's Effluent Limit Development Guidance (ELDG). Working on behalf of the City of Coeur d'Alene, the Association of Idaho Cities (AIC), and other wastewater utilities,

input is to be prepared for inclusion in the Stakeholder Workgroup Pollutant Guidance Recommendations, including the following key topic areas:

Idaho Pollutant Discharge Elimination System Effluent Limit Development Guidance

- 1 Introduction
- 2 Toxics
 - Metals
 - Cadmium, Lead, Zinc, Arsenic
 - Mercury
 - Human Health Criteria
 - PCBs, Phthalates, etc.
- 3 Temperature
- 4 Nutrients

Deliverables

- Participation in DEQ IPDES meetings
- Written Effluent Limit Development Guidance (ELDG) suitable for inclusion as permit writers' guidance in the new state permit system.

Budget and Schedule

- Professional technical staff time of approximately 30 to 40 hours for approximately \$8,000 to \$9,000
- Calendar year 2017

TASK 200 - AS REQUESTED TECHNICAL SUPPORT SERVICES

To assist the City with regulatory compliance issues including water quality standards and permitting, which may include the following or other tasks as may be assigned by the City:

- Include in program meetings regular briefing on permitting and regulatory issues
- Coordinate with DEQ and/or EPA on issues, as needed
- Awareness of SRRTTF, Washington permits, and other regional issues and potential impacts
- Awareness of IPDES program development and opportunities to comment to DEQ
- Review DMR data, identify potential issues, and assess operational issues relative to performance data
- Assist with addressing any potential compliance issues, if they occur
- Review the QAP for conformance and assist with modifications for updates
- Review the O&M plan for conformance and assist with modifications for updates
- Assist with phosphorus management annual reporting and revisions
- Assist with toxics management annual reporting and revisions
- Assist with surface water monitoring annual reporting and revisions
- Assist with pretreatment annual reporting and revisions
- Review progress towards meeting compliance schedule requirements
- Assist with IPDES application renewal preparation

Assumptions

- Charges will be on a time and materials basis and the overall budget may be extended as required and requested by the City.

Deliverables

- Defined at the time of authorization

Budget and Schedule

- As-requested and authorized by the City

EXHIBIT B

HDR Engineering, Inc. Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. CITY shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the CITY. ENGINEER agrees to indemnify CITY for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and/or cost of capital) arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. CITY agrees to include ENGINEER as an indemnified party in CITY's construction contracts for the work, which shall protect ENGINEER to the same degree as CITY. Further, CITY agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state of Idaho.

6. SERVICES AND INFORMATION

CITY will provide all criteria and information pertaining to CITY's requirements for the project, including design objectives and constraints,

space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. CITY will also provide copies of any CITY-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

CITY will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The CITY agrees to bear full responsibility for the technical accuracy and content of CITY-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by CITY that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the CITY's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the CITY's legal and financial interests. To that end, the CITY agrees that CITY or the CITY's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the CITY deems necessary to protect the CITY's interests before CITY takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

CITY and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither CITY nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. CITY may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by CITY or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to ENGINEER, and CITY will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by CITY and ENGINEER.

9. TERMINATION OF AGREEMENT

CITY or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and CITY will make payments to ENGINEER within thirty (30) days of CITY's receipt of ENGINEER's invoice.

EXHIBIT B

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by CITY's auditors upon request.

If CITY disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, CITY may temporarily delete the disputed item and pay the remaining amount of the invoice. CITY will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

CITY recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess CITY interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date CITY receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform CITY of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. HAZARDOUS MATERIALS

CITY represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, CITY represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify CITY and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option

and without liability for delay, consequential or any other damages to CITY, suspend performance of services on that portion of the project affected by hazardous materials until CITY: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. CITY acknowledges that ENGINEER is performing professional services for CITY and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, CITY shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate CITY to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and CITY, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. ALLOCATION OF RISK

CITY AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO CITY AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO \$1,000,000, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY.

17. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, CITY shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

18. NO THIRD PARTY BENEFICIARIES

No third party beneficiaries are intended under this Agreement.

19. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, CITY shall notify ENGINEER of the presence and location of any underground utilities located on the CITY's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The CITY agrees to waive any claim against ENGINEER and will indemnify and hold

EXHIBIT B

ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

City of Coeur d'Alene

FIRE DEPARTMENT

“City of Excellence”

Staff Report

Date: June 20, 2017

From: Kenny Gabriel, Fire Chief

Re: Partnership with North Idaho College (NIC)

DECISION POINT: Should Mayor and Council allow the Fire Department to surplus our 1999 E-One pumper and gift to NIC for use at the Firefighter Academies?

HISTORY: In 2007 the City and Fire Department began a partnership with NIC to provide training to the community for First Aid and CPR. That grew into an Emergency Medical Technician (EMT) class and then a Firefighter 1 academy. Firefighter 2 was recently added. All classes are taught by members of the Fire Department and administered by NIC Workforce Training Center. The interest in all classes has grown and the logistical needs have grown as well. We have used Department apparatus for the hands on portion of the academy. This has become problematic as we have had the need to use these rigs for response. With the passing of the General Obligation Bond and subsequent purchase of new apparatus, we have seen that need for our use eliminated. The firefighter academy still needs a dedicated piece of equipment. We would like to gift NIC our 1999 E-One pumper for the sole use for the fire academy.

FINANCIAL ANALYSIS: There is no negative impact to the City. Any maintenance issues will be the responsibility of NIC.

PERFORMANCE ANALYSIS: The fire academy class has grown in popularity. Our desire has always to train, through NIC, and keep local college students to be able to serve the community they have lived in. We have had many of the students obtain fire service jobs in the region. Continuing our partnership with NIC is a priority to Fire Department Administration as is fiscal responsibility of our fleet. By giving them an engine we better serve the program and save on wear and tear of one of our reserve apparatus.

DECISION POINT/RECOMMENDATION: Allow the Fire Department to surplus our 1999 E-One pumper and gift it to NIC for use in the Firefighter academy.

ANNOUNCEMENTS

Memo to Council

DATE: July 11, 2017

RE: Appointments to Boards/Commissions/Committees

The following reappointments are presented for your consideration for the July 18 Council Meeting:

SUSAN WEATHERS
BENTON WOLFINGER

Personnel Appeals Board
Personnel Appeals Board

Copies of the data sheets have been placed by your mailboxes.

Sincerely,

Amy Ferguson
Executive Assistant

cc: Renata McLeod, Municipal Services Director
Melissa Tosi, Personnel Appeals Board Liaison

GENERAL SERVICES COMMITTEE

CITY COUNCIL
STAFF REPORT

DATE: July 3, 2017
FROM: Lee White, Chief of Police
SUBJECT: Purchase of Cold Storage Unit

Decision Point: The Police Department requests authorization to purchase a cold storage unit in order to comply with a new Idaho statute and provide for monitoring of biological evidence.

History: Currently, biological evidence is maintained in refrigerators and freezers similar to the types available at local appliance stores. They do not offer temperature monitoring or alert systems that are necessary for the storage of biological evidence and do not have storage capacity for future needs.

Biological evidence, such as a sexual assault kit, is obtained from a case and requires refrigerated storage until it is processed by a forensics lab. Once a kit has been processed by the lab, the kit does not need to be refrigerated but extracts obtained from the kit, commonly referred to as “DNA samples,” must be stored frozen.

Previously, sexual assault collection kits were disposed of relative to the status of the case. If a case was no longer being investigated as a crime, if a victim asked for no further analysis or investigation to take place, or if there was no evidence of a crime, the Prosecutor would review the case and typically authorize the destruction of the kit. The Prosecutor also would typically authorize the destruction of the kit upon disposition of a criminal case.

Under the new law, kits that were previously authorized for destruction after an investigation will now need to be refrigerated for ten (10) years at a minimum and kits that were previously disposed of after five years will now need to be retained for fifty-five (55) years. Kits and extracts that were previously authorized for destruction after the completion of a criminal case will now require the freezing of the extracts for fifty-five (55) years or until the sentence of the defendant is completed.

Additional cold storage space will be required to facilitate the additional retention times.

With the additional time frame for retention of evidence, it is important that we reduce concerns associated with the destruction of the evidence due to temperature variations.

Financial Analysis: Three quotes were obtained from vendors. Fisher Scientific submitted the lowest responsive bid that did not require yearly monitoring subscriptions. The price for this unit and software for in-house monitoring is \$13,900.00. This is not a budgeted item, but the Police Department has budget capacity in the current year's budget for this expense.

Performance Analysis: The specifications for the cold storage quotes provided were based on the largest amount of cold storage space that would fit within the current evidence storage area that meets accreditation, court, and security standards currently in place.

Decision Point: The Police Department requests authorization to purchase a cold storage unit.

**GENERAL SERVICES COMMITTEE
STAFF REPORT**

Date: June 19, 2017
From: Bill Greenwood, Parks Director
SUBJECT: Cherry Hill Tennis Courts (Action Required)

DECISION POINT:

The Coeur d'Alene Parks Department is requesting General Services to recommend to City Council the use of Parks Capital Improvement Funds to resurface the Cherry Hill Tennis courts.

HISTORY:

Cherry Hill Park property was purchased 1999 and in 2000 was annexed into the City of Coeur d Alene for parkland. Beginning in 2005 the park has had ongoing development to provide a variety of activities for the public including 6 tennis courts. These courts are being well used by the public, the tennis association, local schools, the pickleball association and our recreational programming.

FINANCIAL ANALYSIS:

The cost to resurfacing of all six courts and restriping with the current configuration is \$40,500. One of our user groups Charter Academy has stepped up to help us with the resurfacing by contributing \$6500 to the project.

PERFORMANCE ANALYSIS:

The resurfacing of court usually last about ten years, these have been in place 12 years and have developed some cracks and chips that need to be addressed this year. If funding is approved the work would take place this September to take advantage of the dry and warm conditions.

DECISION POINT:

The Coeur d'Alene Parks Department is requesting General Services to recommend to City Council the use of Parks Capital Improvement Funds to resurface the Cherry Hill Tennis courts.

OTHER BUSINESS

**CITY COUNCIL
STAFF REPORT**

DATE: June 28, 2017
FROM: Chris Bosley – City Engineer
SUBJECT: 418 East Lakeside (Innovation Collective) Amended Encroachment Agreement

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DECISION POINT:

Should the City Council enter into a revised agreement with 418 East Lakeside, LLC for encroachment into the City right-of-way?

HISTORY:

An encroachment agreement had been granted by the City to 418 East Lakeside, LLC to construct an ADA access ramp within City right-of-way. The ramp was constructed larger than the agreement had indicated. The new ramp does not prohibit ADA access within our right-of-way, leaving more than the minimum clearance distance between the ramp and other sidewalk obstructions. A revised agreement has been prepared to more accurately define the limits of the encroachment.

FINANCIAL ANALYSIS:

Per the agreement, there will be no cost to the City for this agreement or the ramp.

PERFORMANCE ANALYSIS:

Entering into this agreement will enable 418 East Lakeside, LLC to obtain a Certificate of Occupancy for the new development.

DECISION POINT/RECOMMENDATION:

The City Council is being asked to enter into an amended encroachment agreement with 418 East Lakeside, LLC.

RESOLUTION NO. 17-047

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING AN AMENDED ENCROACHMENT AGREEMENT WITH 418 E. LAKESIDE, LLC, FOR THE PURPOSE OF ENCROACHING ON THE PUBLIC RIGHT-OF-WAY BY THE CONSTRUCTION, MAINTAINANCE, AND OPERATION OF AN ADA ACCESS RAMP LOCATED IN THE 5th STREET RIGHT-OF-WAY AT 418 E. LAKESIDE.

WHEREAS, the City entered into an Encroachment Agreement with 418 E. Lakeside, LLC, on November 1, 2016, as approved by Resolution 16-057, to encroach on public right-of-way; and

WHEREAS, the City Engineer has requested the City authorize an Amended Encroachment Agreement with 418 E. Lakeside, LLC, to recognize the actual encroachment on public right-of-way, which encroachment is described in an agreement, a copy of which is attached hereto as Exhibit "1" and by this reference incorporated herein; 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 Amended Encroachment Agreement with 418 E. Lakeside, LLC, in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said 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 July, 2017.

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 ENGLISH Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

AMENDED ENCROACHMENT AGREEMENT

The City of Coeur d'Alene, Kootenai County, Idaho, a municipal corporation and political subdivision of the state of Idaho, hereinafter referred to as the "City," hereby allows 418 East Lakeside, LLC, a corporation organized under the laws of the state of Idaho, hereinafter referred to as the "Owner," whose address is 410 Sherman Ave., Suite B, Coeur d'Alene, Idaho 83814, to encroach into the public right-of-way of 5th Street by installing an ADA Access Ramp for the building located at 418 E. Lakeside Avenue, Coeur d'Alene, Kootenai County, Idaho, in accordance with the terms and conditions set out herein.

WHEREAS, the parties previously entered into an Encroachment Agreement for an ADA Access Ramp to the building located at 418 E. Lakeside Avenue, Coeur d'Alene, Idaho, on November 1, 2016; and

WHEREAS, the Owner has constructed the ADA Access Ramp partially within the public right-of-way of 5th Street; and

WHEREAS, the ADA Access Ramp, as constructed, encroaches into the public right-of-way of 5th Street to a greater degree than allowed by the original Encroachment Agreement; and

WHEREAS, the Owner was aware of the greater encroachment at the time it had the ADA Access Ramp constructed; and

WHEREAS, the City advised the Owner at the time the ADA Access Ramp was being constructed that any encroachment greater than originally allowed would be at the Owner's own risk; and

WHEREAS, the Owner chose to complete construction of the ADA Access Ramp without first requesting an amendment to the original Encroachment Agreement; and

WHEREAS, the Owner acknowledges and agrees that the City has the right to order the removal of the ADA Access Ramp due to its violation of the original Encroachment Agreement; and

WHEREAS, the Owner now requests that the City grant an amendment to the original Encroachment Agreement to accommodate the actual encroachment of the ADA Access Ramp.

NOW, THEREFORE,

1. The City grants and agrees to the request for amendment of the original Encroachment Agreement upon the following terms and conditions.
2. The permission to encroach upon public right-of-way of 5th Street is granted solely for the ADA Access Ramp for the building located at 418 E. Lakeside, LLC;

3. The allowed encroachment shall be no more than five point eight feet (5.8') into the public right-of-way of 5th Street for a length of twenty-eight point two feet (28.2'), as shown in Exhibit "A" hereto, and said encroachment shall not be expanded without prior written consent of the City.

4. The City shall have the right to terminate this Amended Encroachment Agreement upon one-hundred eighty (180) days' written notice to the Owner, at the address listed above, of the City's intention to terminate this Amended Encroachment Agreement. The Owner shall be deemed to have received such written notice when such notice addressed to the Owner at the location hereinbefore described is deposited in the United States mail so addressed, with proper postage affixed thereto and certified. The Owner shall remove such encroachment within 180 days of receiving such notice. Should the Owner fail to remove the encroachment and return the right-of-way to the condition existing before construction of the encroachment, at the Owner's cost, within such time, the City may remove the same and charge the expense to the Owner. The Owner agrees that any materials so removed shall be deemed quitclaimed to the City. The Owner also agrees that any materials removed by the City may be discarded or retained by the City, and the Owner shall have no claims to such materials and no claim for reimbursement for the value of the same.

5. Nothing herein shall imply a covenant on the part of the City for quiet enjoyment of the property upon which the encroachment is constructed, it being understood by the parties that the City's right and power to issue such permission is limited.

6. The Owner shall hold the City harmless from any liability resulting from the encroachment including construction, placement, or maintenance thereof. The Owner further agrees that said encroachment shall be maintained by the Owner in a safe and clean condition so as not to constitute a public hazard. The Owner shall save the City harmless and defend the City from all claims for injury to person or property resulting from the Owner's actions or omissions in performance of this Amended Encroachment Agreement, or arising out of the existence or placement of the ADA Access Ramp, it being the intention of the parties that the City shall bear no liability for any injuries or damages related to the ADA Access Ramp. The Owner without delay shall obtain and thereafter shall maintain, at all times, liability insurance naming the City as one of the insureds in the amount of Five Hundred Thousand Dollars (\$500,000) for property damage or bodily or personal injury, death, or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall at all times be those provided for by Idaho Code § 6-924.

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

8. All costs for said encroachment including but not limited to construction, maintenance, use or operation now or in the future shall be borne by the Owner. During

the term of this Amended Encroachment Agreement, the Owner shall maintain the encroachment described in this agreement in manner and condition acceptable to the City. Should the City, its agents, or employees in any manner damage the encroachment or any other improvements in or on the City's right-of-way, whether or not occurring during regular maintenance of the City's right-of-way, the Owner agrees all repairs will be solely the responsibility of the Owner and at the Owner's cost except where the damage was caused by the sole negligence of the City. The Owner further agrees that they shall not hold the City, its officers, agents, or employees liable for any such damage to the encroachment and necessary appurtenances; if any, on City's property.

9. In consideration of the City's forbearance to require the removal of the current ADA Access Ramp which was constructed in violation of the original Encroachment Agreement, the Owner agrees to:

a. Repair and/or reconstruct the pedestrian ramp at the southwest corner of the intersection of Lakeside Avenue and 5th Street so that it is ADA compliant, including the installation of cast iron truncated domes as specified by the City, and in a manner approved by and acceptable to the City; and

b. Provide and install cast iron truncated domes for the pedestrian ramps on the remaining three corners of the intersection of Lakeside Avenue and 5th Street as specified by the City, and in a manner approved by and acceptable to the City; and

c. Bring the electrical outlet box located near the southwest corner of the intersection of E. Lakeside Avenue and 5th Street into compliance with applicable codes, in a manner approved by and acceptable to the City; and

d. Reset the trash receptacle and bench, which are near the southwest corner of the intersection of E. Lakeside Avenue and 5th Street, to gain more access for pedestrians and to ensure handicap access to the sidewalk, but no less than four feet (4') off the curb. The Owner must secure City approval for the new location prior to resetting the trash receptacle and bench; and

e. Bring the sidewalk and pavers, from lot line to lot line along both E. Lakeside Avenue and 5th Street, into compliance with applicable codes, including the ADA.

10. The Owner shall comply with all laws affecting the property described herein.

11. This Amended Encroachment Agreement shall be binding on the Owner, its officers, employees, and agents, and its heirs, assigns, and successors-in-interest. The Owner shall not assign any interest in this Amended Encroachment Agreement and shall not transfer any interest in the same without the prior written consent of the City.

12. Assignment of this Amended Encroachment Agreement or delegation of duties as

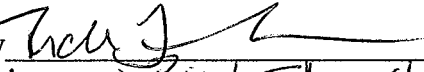
defined herein by the Owner, without written consent of the City, shall entitle the City to terminate this approval as of the date of assignment or delegation.

IN WITNESS WHEREOF, the parties hereto have executed this Amended Encroachment Agreement on this ____ day of July, 2017.

CITY OF COEUR D'ALENE

OWNER

By _____
Steve Widmyer, Mayor

By 
(Print name) RICH THRASHER
Its (title) MEMBER

ATTEST:

Renata McLeod, City Clerk

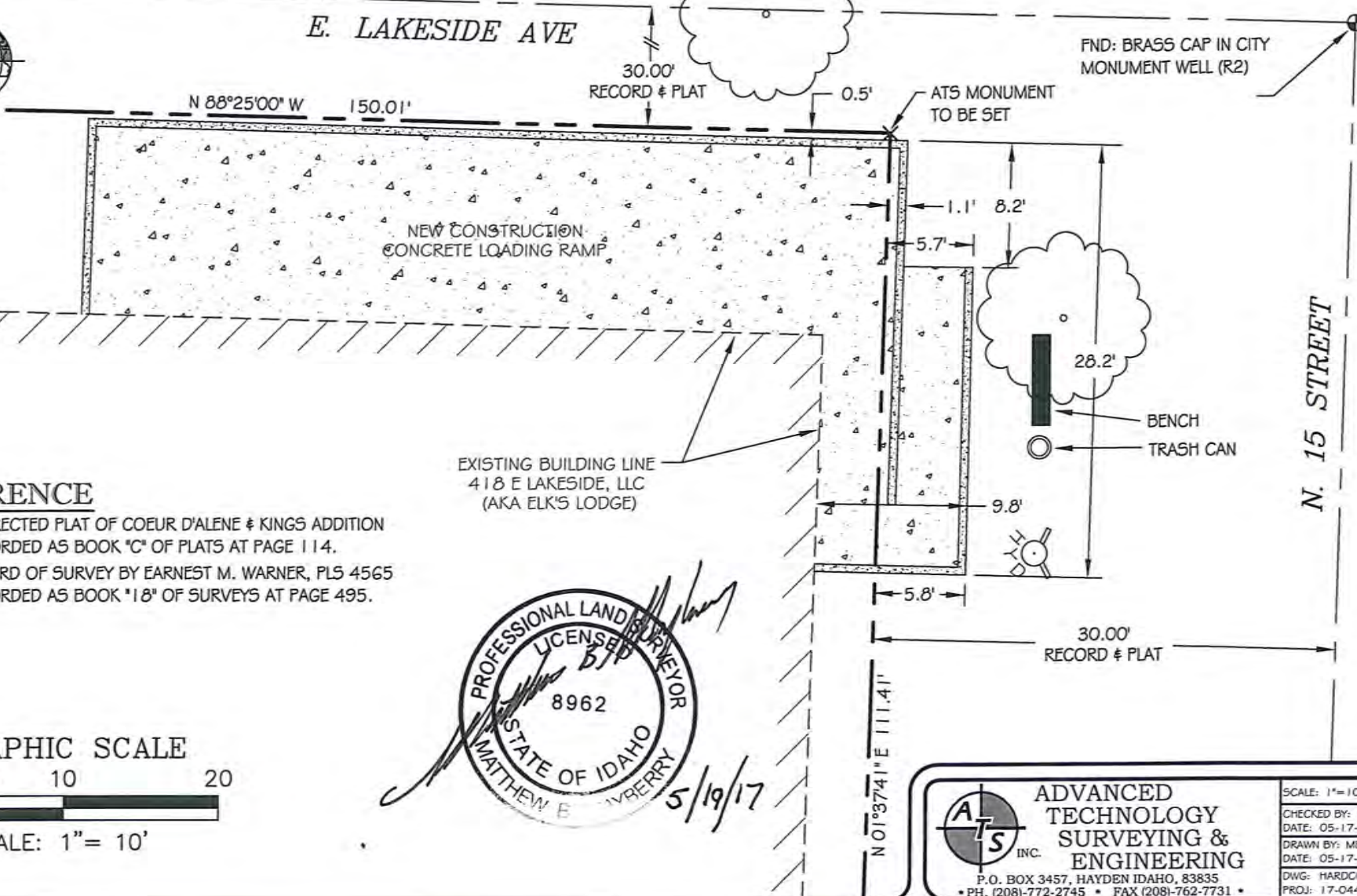
EXHIBIT

ELKS LODGE LOADING RAMP

LOT 4, 5, & 6, BLOCK "N", CORRECTED PLAT OF CD'A & KINDS ADDITION
 SW 1/4 OF SECTION 13, TOWNSHIP 50 NORTH, RANGE 04 WEST, B.M.,
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



E. LAKESIDE AVE



EXISTING BUILDING LINE
 418 E LAKESIDE, LLC
 (AKA ELKS LODGE)

FND: BRASS CAP IN CITY
 MONUMENT WELL (R2)

ATS MONUMENT
 TO BE SET

REFERENCE

- R1) CORRECTED PLAT OF COEUR D'ALENE & KINDS ADDITION
 RECORDED AS BOOK 'C' OF PLATS AT PAGE 114.
- R2) RECORD OF SURVEY BY EARNEST M. WARNER, PLS 4565
 RECORDED AS BOOK '18' OF SURVEYS AT PAGE 495.

GRAPHIC SCALE



SCALE: 1" = 10'



ADVANCED TECHNOLOGY SURVEYING & ENGINEERING INC.
 P.O. BOX 3457, HAYDEN IDAHO, 83835
 • PH. (208)-772-2745 • FAX (208)-762-7731 •

SCALE: 1"=10'
 CHECKED BY: MBM
 DATE: 05-17-2017
 DRAWN BY: MBM
 DATE: 05-17-2017
 DWG: HARD COPY
 PROJ: 17-044

Fiscal Year 2016-2017 Financial Plan July update

Cash and Investments

06/30/17

Description	City's Balance
U. S. Bank	
Checking Account	1,854,631
Checking Account	30,295
Investment Account - Police Retirement	1,282,197
Investment Account - Cemetery Perpetual Care Fund	1,620,207
Wells Fargo Bank	
Federal Home Loan Bank	1,000,000
Community 1st Bank	
Certificate of Deposit	1,002,015
Certificate of Deposit	205,219
Idaho Independent Bank	
Secure Muni Investment	249,349
Idaho Central Credit Union	
Certificate of Deposit	254,170
Idaho State Investment Pool	
State Investment Pool Account	32,267,489
Spokane Teacher's Credit Union	
Certificate of Deposit	251,492
Cash on Hand	
Finance Department Petty Cash	500
Treasurer's Change Fund	1,350
Police Change Fund	75
Library Change fund	180
Cemetery Change Fund	20
Total	40,019,189

Budget Status Report – 9 Months Ended June 30, 2017

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 6/30/2017	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$231,305	\$157,935	68%
	Services/Supplies	11,400	7,107	62%
Administration	Personnel Services	328,000	234,389	71%
	Services/Supplies	51,120	38,462	75%
Finance	Personnel Services	683,506	478,898	70%
	Services/Supplies	481,780	443,515	92%
Municipal Services	Personnel Services	1,153,286	815,528	71%
	Services/Supplies	507,013	401,231	79%
	Capital Outlay			
Human Resources	Personnel Services	233,632	151,505	65%
	Services/Supplies	93,025	43,226	46%
Legal	Personnel Services	1,114,688	780,823	70%
	Services/Supplies	92,653	61,990	67%
Planning	Personnel Services	545,298	376,244	69%
	Services/Supplies	39,350	15,640	40%
	Capital Outlay			
Building Maintenance	Personnel Services	365,580	217,848	60%
	Services/Supplies	155,606	88,494	57%
	Capital Outlay			
Police	Personnel Services	11,962,404	8,112,895	68%
	Services/Supplies	1,092,115	932,528	85%
	Capital Outlay	5,950	254,240	4273%
Fire	Personnel Services	8,811,284	6,188,138	70%
	Services/Supplies	546,653	376,874	69%
	Capital Outlay	320,000	3,043,287	951%

Budget Status Report – 9 Months Ended June 30, 2017

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 6/30/2017	PERCENT EXPENDED
General Government	Services/Supplies	94,725	376,397	397%
	Capital Outlay			
Byrne Grant (Federal)	Services/Supplies		24,076	
	Capital Outlay		61,565	
COPS Grant	Personnel Services	190,189	96,451	51%
	Services/Supplies			
CdA Drug Task Force	Services/Supplies	30,710	13,098	43%
	Capital Outlay			
Streets	Personnel Services	2,321,133	1,730,042	75%
	Services/Supplies	645,980	543,054	84%
	Capital Outlay	57,000	45,335	80%
Engineering Services	Personnel Services	434,701	307,547	71%
	Services/Supplies	857,860	90,695	11%
	Capital Outlay			
Parks	Personnel Services	1,423,537	989,798	70%
	Services/Supplies	536,450	299,938	56%
	Capital Outlay	44,000	39,490	90%
Recreation	Personnel Services	550,809	295,096	54%
	Services/Supplies	157,430	98,811	63%
	Capital Outlay	5,000		
Building Inspection	Personnel Services	865,887	608,484	70%
	Services/Supplies	41,206	18,124	44%
Total General Fund		37,082,265	28,856,796	78%

Budget Status Report – 9 Months Ended June 30, 2017

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 6/30/2017	PERCENT EXPENDED
Library	Personnel Services	1,208,298	834,972	69%
	Services/Supplies	199,850	154,316	77%
	Capital Outlay	160,000	101,630	64%
CDBG	Services/Supplies	606,873	68,959	11%
Cemetery	Personnel Services	186,235	134,134	72%
	Services/Supplies	100,500	64,254	64%
	Capital Outlay	30,000	28,164	94%
Impact Fees	Services/Supplies	760,039	365,200	48%
Annexation Fees	Services/Supplies	193,000	193,000	100%
Parks Capital Improven	Capital Outlay	146,500	20,225	14%
Cemetery Perpetual Ca	Services/Supplies	157,500	104,390	66%
Jewett House	Services/Supplies	25,855	8,611	33%
Reforestation	Services/Supplies	2,000	2,909	145%
Street Trees	Services/Supplies	100,000	52,818	53%
Community Canopy	Services/Supplies	1,500	1,162	77%
Public Art Fund	Services/Supplies	231,300	49,559	21%
		<u>4,109,450</u>	<u>2,184,303</u>	<u>53%</u>

Budget Status Report – 9 Months Ended June 30, 2017

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 6/30/2017	PERCENT EXPENDED
Debt Service Fund		<u>937,407</u>	<u>128,165</u>	<u>14%</u>
Seltice Way	Capital Outlay	675,000	494,126	73%
Seltice Way Sidewalks	Capital Outlay	325,000	6,736	2%
Traffic Calming	Capital Outlay	25,000		
Govt Way - Hanley to P	Capital Outlay	4,334,000	1,409,760	33%
Levee Certification	Capital Outlay	30,000	25,884	86%
190 Curb Ramps	Capital Outlay			
15th Street	Capital Outlay	20,000		
Medina Avenue	Capital Outlay		44,873	
Kathleen Avenue Wide	Capital Outlay	330,039		
Margaret Avenue	Capital Outlay	65,000		
Ironwood	Capital Outlay	400,000	430,982	108%
		<u>6,204,039</u>	<u>2,412,361</u>	<u>39%</u>

Budget Status Report – 9 Months Ended June 30, 2017

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 6/30/2017	PERCENT EXPENDED
Street Lights	Services/Supplies	622,000	396,050	64%
Water	Personnel Services	1,951,906	1,371,393	70%
	Services/Supplies	4,376,100	1,085,188	25%
	Capital Outlay	3,225,000	615,601	19%
Water Capitalization Fe	Services/Supplies	1,950,000		
Wastewater	Personnel Services	2,609,284	1,803,014	69%
	Services/Supplies	7,205,619	1,897,218	26%
	Capital Outlay	12,496,100	3,778,217	30%
	Debt Service	2,178,063	768,622	35%
WW Capitalization	Services/Supplies	2,500,000		
Sanitation	Services/Supplies	3,359,286	2,220,982	66%
Public Parking	Services/Supplies	253,546	129,834	51%
	Capital Outlay	121,000	104,019	86%
Drainage	Personnel Services	110,381	81,138	74%
	Services/Supplies	637,130	218,707	34%
	Capital Outlay	400,000	102,750	26%
Total Enterprise Funds		43,995,415	14,572,733	33%
Kootenai County Solid Waste		2,500,000	1,660,983	66%
Police Retirement		173,200	129,287	75%
Business Improvement District		210,000	55,000	26%
Homeless Trust Fund		5,200	3,702	71%
Total Fiduciary Funds		2,888,400	1,848,972	64%
TOTALS:		\$95,216,976	\$50,003,330	53%

Treasurer's Report of Cash & Investments

FUND	BALANCE 5/31/2017	RECEIPTS	DISBURSEMENTS	BALANCE 6/30/2017
General-Designated	\$1,240,988	\$8,373	\$74,425	\$1,174,936
General-Undesignated	10,511,661	4,118,369	6,157,130	8,472,900
<u>Special Revenue:</u>				
Library	90,564	51,774	94,705	47,633
CDBG	(4,959)	22,960	18,047	(46)
Cemetery	(19,397)	30,183	17,550	(6,764)
Parks Capital Improvements	470,169	26,675	4,465	492,379
Impact Fees	2,897,203	72,085		2,969,288
Annexation Fees	483,862	381		484,243
Insurance				
Cemetery P/C	1,620,207	7,815	4,365	1,623,657
Jewett House	17,626	7,879	1,733	23,772
Reforestation	26,534	105	1,697	24,942
Street Trees	216,248	12,170	17,964	210,454
Community Canopy	1,709	1,001		2,710
CdA Arts Commission				
Public Art Fund	75,172	59	412	74,819
Public Art Fund - ignite	517,292	407	600	517,099
Public Art Fund - Maintenance	94,642	74	1,220	93,496
<u>Debt Service:</u>				
2015 G. O. Bonds	985,317	27,090		1,012,407
LID Guarantee	(0)			(0)
LID 149 - 4th Street				

Treasurer's Report of Cash & Investments

Capital Projects:				
Street Projects	54,706	34,539	329,885	(240,640)
Enterprise:				
Street Lights	66,906	44,079	91,044	19,941
Water	1,762,923	317,790	319,775	1,760,938
Water Capitalization Fees	4,847,742	121,338		4,969,080
Wastewater	5,413,410	751,512	1,766,320	4,398,602
Wastewater-Reserved	938,153	27,500		965,653
WWTP Capitalization Fees	6,039,819	371,352		6,411,171
WW Property Mgmt	60,668			60,668
Sanitation	775,930	325,750	263,488	838,192
Public Parking	100,312	25,762	6,413	119,661
Drainage	755,681	87,563	52,526	790,718
Wastewater Debt Service	1,021,323	805	450	1,021,678
Fiduciary Funds:				
Kootenai County Solid Waste Billing	209,742	205,257	210,948	204,051
LID Advance Payments	250		4	246
Police Retirement	1,298,736	14,310	13,969	1,299,077
Sales Tax	2,232	3,984	4,464	1,752
BID	173,954	6,262		180,216
Homeless Trust Fund	320	261	320	261
GRAND TOTAL	\$42,747,644	\$6,725,464	\$9,453,919	\$40,019,189

History

Foregone Taxes **\$4,390,795**

Tax Year	Amount Taken of 3% Allowed
2018	\$-0-
2017	\$490,552 2.5%
2016	\$-0-
2015	\$-0-
2014	\$-0-
2013	\$329,432 2%
2012	\$-0-
2011	\$236,748 1%

A stack of gold coins is shown against a blue background. The coins are stacked vertically, with the top coin slightly offset. The background is a solid blue color.

Fund Balance

\$8,788,602
20.82% of FY 16 Amended
Plan

A stack of gold coins is shown against a blue background. The coins are stacked vertically, with the top coin slightly offset. The background is a solid blue color.

2017-2018 City-Wide Personnel Changes

+6.27 FTE

Additions:

- 1 Police Officer
- .5 FTE Crime Prevention Position
- .35 FTE Utility Billing Specialist - Finance
- .25 FTE Admin Support – Municipal Services
- .99 FTE Part Time – Parks
- .68 FTE Part Time - Street Department
- .5 FTE Library Reference Clerk
- 1 Water Utility Worker
- 1 Wastewater Operator

Expenses

Current plan	\$95,216,976
New Plan	\$89,491,570
	-\$5,725,406

Health Insurance Increase	\$-0-
COLA – General Fund & Library	\$549,432
Merit Increases – GF & Library	\$358,789
New Positions	\$178,990
Wastewater Capital Outlay	-\$1,615,100
Street Projects - Capital	-\$4,966,339

New Construction Impact

Tax Year	Tax Dollars
2017	\$377,539
2016	\$325,934
2015	\$827,349
2014	\$669,966
2013	\$632,795
2012	\$246,874
2016 Deannexation	\$538,311

A stack of gold coins is shown against a blue background. The coins are stacked vertically, with the top coin being the most prominent. The background is a solid blue color.

Significant Cash Flow Changes

New Growth	+\$377,539
Highway User Tax, Sales Tax & Liquor Tax	+\$323,690
Franchise Fees	+\$113,503
Annexation Fees	+\$205,240

A stack of gold coins is shown against a blue background. The coins are stacked vertically, with the top coin being the most prominent. The background is a solid blue color.

Questions?



FINANCE DEPARTMENT

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

Finance Department Staff Report

Date: July 18, 2017
From: Troy Tymesen, Finance Director
Subject: Proposed Budget for FY 2017-18 (high water mark)

Decision Point: To approve Resolution No. 17-051 which sets the public hearing date and the high dollar amount (\$89,491,570) in expenditures for the 2017-2018 Fiscal Year Financial Plan (Annual Appropriation).

History: Each year Idaho code requires that the City Council approve an appropriations ordinance. The purpose of the ordinance is to establish a ceiling for expenditures and disclose the potential property tax revenue necessary to balance the budget at this time. The financial plan or budget is the guide and detailed report for establishing these numbers.

Financial analysis: The financial plan is an estimate of revenues and expenditures (including interest and principal payments on debt) for the upcoming year. The expenditures are classified by department as well as by fund or service and the revenues are classified by source. Included in the budget as per Idaho Code 50-1002 are actual revenues and expenditures from the prior two fiscal years, budgeted revenues and expenditures for the current fiscal year, and proposed revenues and expenditures for the upcoming fiscal year. The revenue includes a 0% increase in property tax revenue, new growth from property taxes but no foregone property taxes..

Decision Point: To approve Resolution No. 17-051 which sets the public hearing date and the high dollar amount for the 2017-2018 Fiscal year Financial Plan (Annual Appropriation).

RESOLUTION NO. 17-051

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ESTABLISHING A NOTICE OF TIME AND PLACE OF PUBLIC HEARING FOR THE PROPOSED BUDGET FOR FISCAL YEAR 2017-2018, 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.

WHEREAS, it is necessary, pursuant to Idaho Code 50-1002, for the City Council of the City of Coeur d'Alene, prior to passing the Annual Appropriation Ordinance, to list expenditures and revenues during each of the two (2) previous fiscal years, prepare a Budget, tentatively approve the same, and enter such Budget at length in the journal of the proceedings and hold a public hearing;

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 Estimate of Expenditures and Anticipated Revenue of the City of Coeur d'Alene for the fiscal year beginning October 1, 2017:

	FY 2014-15 ACTUAL	FY 2015-16 ACTUAL	FY 2016-17 BUDGET	FY 2017-18 PROPOSED
GENERAL FUND EXPENDITURES:				
Mayor and Council	\$ 233,787	234,867	\$ 242,705	\$ 244,736
Administration	282,453	285,922	379,120	380,413
Finance Department	730,651	778,137	1,165,286	1,205,224
Municipal Services	1,532,812	1,594,369	1,660,299	1,788,550
Human Resources	234,104	232,632	326,657	311,711
Legal Department	1,403,645	1,223,419	1,207,341	1,197,425
Planning Department	501,520	509,286	584,648	717,644
Building Maintenance	461,699	436,999	521,186	515,303
Police Department	11,297,102	12,831,492	13,060,470	13,584,524
Drug Task Force	52,324	10,008	30,710	30,710
ADA Sidewalks	249,852			
Byrne Grant - Police Dept	17,486	131,143		
COPS Grant - Police Dept		138,019	190,189	121,939
Fire Department	7,796,424	11,801,552	9,677,937	9,709,001
General Government	1,125,020	233,888	94,725	205,900
Engineering Services	1,529,433	1,421,091	1,292,561	341,086
Streets/Garage	2,630,857	3,004,280	3,024,113	4,364,581
Parks Department	1,906,337	1,939,542	2,003,987	2,102,365
Recreation Department	774,441	686,950	713,239	756,075
Building Inspection	838,992	934,178	907,093	876,593
TOTAL GENERAL FUND EXPENDITURES:	\$ 33,598,939	\$ 38,427,774	\$ 37,082,266	\$ 38,453,780

	FY 2014-15 ACTUAL	FY 2015-16 ACTUAL	FY 2016-17 BUDGET	FY 2017-18 PROPOSED
SPECIAL REVENUE FUND EXPENDITURES:				
Library Fund	\$ 1,368,538	\$ 1,479,052	\$ 1,568,148	\$ 1,618,412
Community Development Block Grant	243,103	527,129	606,873	384,049
Impact Fee Fund	177,385	1,964,605	760,039	745,000
Parks Capital Improvements	426,524	409,928	146,500	146,500
Annexation Fee Fund	117,000		193,000	398,240
Insurance / Risk Management	351,581	362,398		
Cemetery Fund	300,001	313,712	316,735	294,307
Cemetery Perpetual Care Fund	96,935	133,747	157,500	157,000
Jewett House	66,270	24,213	25,855	25,855
Reforestation/Street Trees/Community Canopy	58,790	101,461	103,500	107,000
Arts Commission	6,312	144		
Public Art Funds	117,130	49,987	231,300	443,500
TOTAL SPECIAL FUNDS:	\$ 3,329,569	\$ 5,366,376	\$ 4,109,450	\$ 4,319,863
ENTERPRISE FUND EXPENDITURES:				
Street Lighting Fund	626,324	633,075	\$ 622,000	\$ 639,720
Water Fund	8,014,606	7,639,090	9,553,005	10,027,434
Wastewater Fund	13,910,302	15,569,612	24,489,066	22,784,368
Water Cap Fee Fund	483,467	190,240	1,950,000	866,000
WWTP Cap Fees Fund	1,807,972	1,068,326	2,500,000	2,200,000
Sanitation Fund	3,724,820	3,663,811	3,359,286	3,500,806
City Parking Fund	738,997	547,023	374,546	354,846
Drainage	663,314	1,144,826	1,147,511	1,267,818
TOTAL ENTERPRISE EXPENDITURES:	\$ 29,969,802	\$ 30,456,003	\$ 43,995,414	\$ 41,640,992
FIDUCIARY FUNDS:	2,623,969	2,753,195	\$ 2,888,400	\$ 2,957,754
STREET CAPITAL PROJECTS FUNDS:	2,725,428	1,166,152	6,204,039	1,237,000
DEBT SERVICE FUNDS:	2,924,553	882,882	937,407	882,181
GRAND TOTAL OF ALL EXPENDITURES:	\$ 75,172,260	\$79,052,382	\$95,216,976	\$89,491,570
ESTIMATED REVENUES:				
	FY 2014-15 ACTUAL	FY 2015-16 ACTUAL	FY 2016-17 BUDGET	FY 2017-18 PROPOSED
Property Taxes:				
General Levy	\$ 17,197,814	\$17,677,328	\$19,193,490	\$19,622,170
Library Levy	1,318,394	1,460,931	1,533,398	1,582,257
Policeman's Retirement Fund Levy	157,569	150,972		
Comprehensive Liability Plan Levy	345,152	335,320		
Fireman's Retirement Fund Levy	250,000	250,000	250,000	250,000
2006 and 2008 G.O. Bond Levy	1,185,928	869,321	875,900	879,681
TOTAL REVENUE FROM PROPERTY TAXES:	\$ 20,454,857	\$20,743,872	\$21,852,788	\$22,334,108

	FY 2014-15 ACTUAL	FY 2015-16 ACTUAL	FY 2016-17 BUDGET	FY 2017-18 PROPOSED
ESTIMATED OTHER REVENUES:				
Interfund Transfers	\$ 2,681,674	\$ 4,305,648	\$ 7,680,945	\$ 6,593,989
Beginning Balance	38,624,211	40,843,399	21,496,918	18,366,763
Other Revenue:				
General Fund	21,704,762	16,433,686	15,347,597	16,088,911
Library Fund	42,003	34,013	34,750	36,155
Community Development Block Grant	243,103	527,129	606,873	384,049
Parks Capital Improvement Fund	176,234	175,222	138,500	134,500
Insurance/Risk Management	14	86		
Cemetery	153,158	187,318	181,735	178,127
Annexation Fee Fund	31,014	216,107		
Impact Fee Fund	685,775	797,530	756,000	785,000
Cemetery Perpetual Care Fund	42,742	32,747	50,000	30,000
Jewett House	9,033	16,972	21,000	11,000
Reforestation	8,892	11,223	5,000	3,000
Street Trees	83,958	68,255	84,250	84,250
Community Canopy	1,723	903	1,500	2,000
Arts Commission	7,096	7		
Public Art Funds	131,597	134,510	100,000	100,000
Street Lighting Fund	514,970	523,817	520,075	529,000
Water Fund	6,681,219	7,538,786	4,814,000	6,582,120
Wastewater Fund	8,314,105	9,543,575	18,540,500	18,204,730
Water Capitalization Fees	869,845	972,136	1,005,000	866,000
WWTP Capitalization Fees	1,809,901	1,902,578	1,508,000	1,010,000
Sanitation Fund	3,858,014	3,820,140	3,812,228	4,545,200
City Parking Fund	289,250	197,868	390,000	355,546
Drainage	1,022,407	1,025,501	1,024,644	1,029,482
Fiduciary Funds	2,485,566	2,643,966	2,640,350	2,740,550
Capital Projects Fund	2,388,530	203,064	5,234,000	260,000
Debt Service Fund	1,786,079	69,007	12,300	
TOTAL REVENUE OTHER THAN PROPERTY TAXES:	\$ 94,646,875	\$ 92,225,193	\$ 86,006,165	\$ 78,920,372
SUMMARY:				
	FY 2014-15 ACTUAL	FY 2015-16 ACTUAL	FY 2016-17 BUDGET	FY 2017-18 PROPOSED
PROPERTY TAXES	\$ 20,454,857	\$ 20,743,872	\$ 21,852,788	\$ 22,334,108
OTHER THAN PROPERTY TAXES	94,646,875	92,225,193	86,006,165	78,920,372
TOTAL ESTIMATED REVENUES	\$ 115,101,732	\$ 112,969,065	\$ 107,858,953	\$ 101,254,480

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 7, 2017 and August 14, 2017.

BE IT FURTHER RESOLVED that a Public Hearing on the Budget be held on the 5th day of September, 2017, 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 Budget should or should not be adopted.

DATED this 18th day of July, 2017.

Steve Widmyer, Mayor

ATTEST:

Renata M. 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 ENGLISH Voted _____

_____ was absent. Motion _____.

PUBLIC HEARINGS

CITY COUNCIL STAFF REPORT

FROM: TAMI STROUD, PLANNER
DATE: JULY 18, 2017
SUBJECT: ZC-2-17 - ZONE CHANGE FROM R-12 TO R-17
LOCATION: +/- 1 ACRE PARCEL AT 721 E. SPOKANE STREET

APPLICANT/OWNER:
Brenny Ross
Northwest Solutions Investment Group
205 W. Anton Avenue
Coeur d'Alene, ID 83815

DECISION POINT:

Brenny Ross is requesting approval of a Zone Change from R-12 (Residential at 12 units/acre) to R-17 (Residential at 17 units/acre) for property located at 721 E. Spokane Avenue.



GENERAL INFORMATION:

The subject property is located on the north side of Spokane Avenue between 7th Street and Kaleigh Court. The applicant is proposing the R-17 zoning for the +/- 1 acre parcel. If the requested zone change is approved, Mr. Ross intends on constructing a multi-family project on the site. The subject property is currently vacant. The owner is utilizing the on-site timber to construct fencing around the perimeter of the property.

A public hearing was held on June 13, 2017 with the Planning Commission. The only public testimony at the hearing was from the applicant, Brenny Ross. The Commission received a letter opposing the zone change from Ms. Suzie Snedaker. No other comments were received in favor or opposition of the requested zone change. The request was heard and the commission had a tie vote. Chairman Messina broke the tie by voting in favor of the request. Draft minutes from the meeting, the approved Findings, and letter of opposition from Ms. Snedaker are attached.

REQUIRED FINDINGS:

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

2007 COMPREHENSIVE PLAN- LAND USE CATEGORY: NE PRAIRIE

- The subject property is within the existing city limits.
- The City Comprehensive Plan Map designates this area as NE Prairie: Stable Established:

COMPREHENSIVE PLAN: NE PRAIRIE

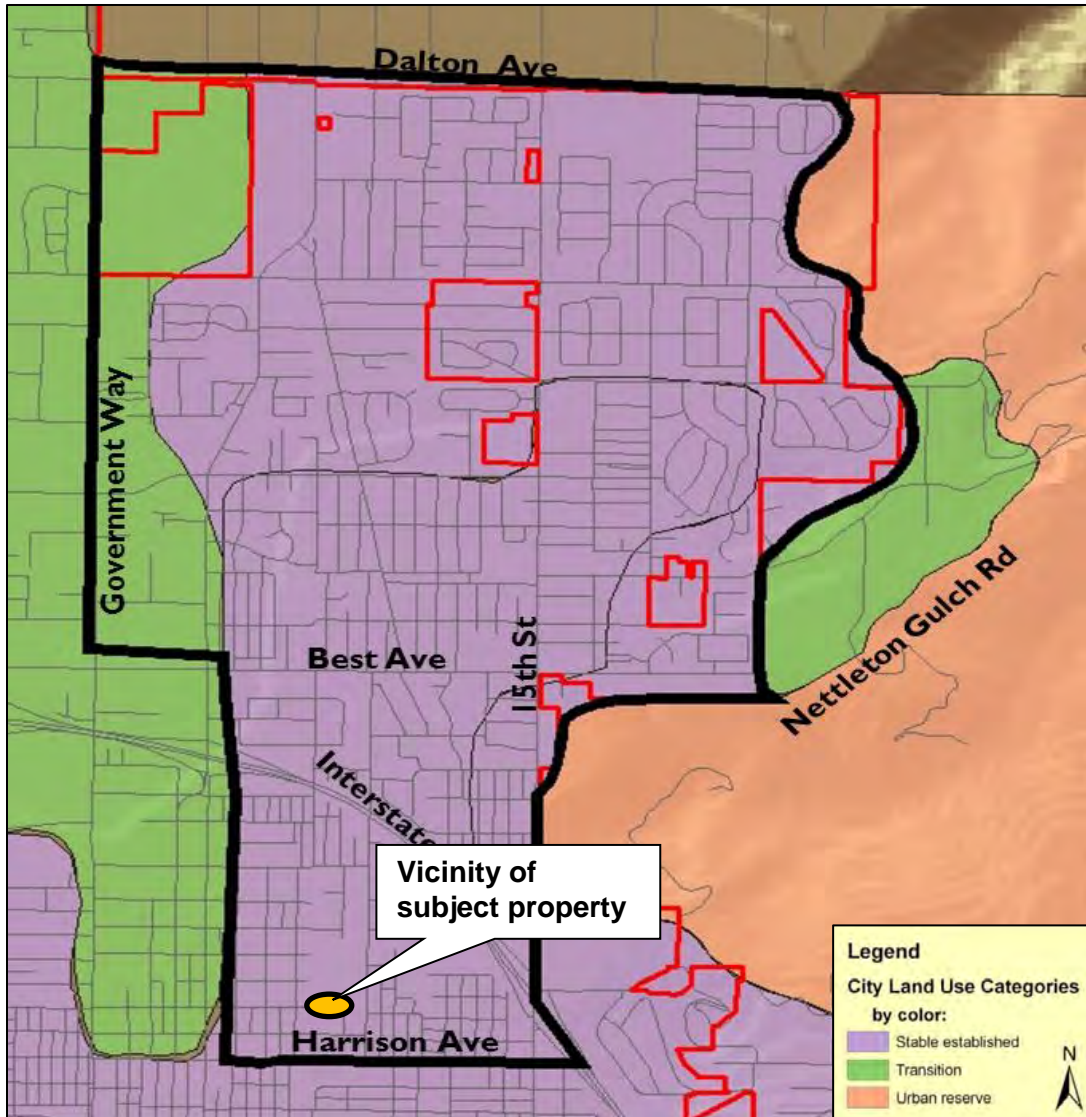
Stable Established:

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

NE Prairie Today: Land Use- NE Prairie

This area is composed of a variety of zoning districts with a majority of residential density at three to eight units per acre (3-8:1). Lower density development becomes more prominent moving north. The NE Prairie provides a range of housing choices that includes a number of large recreation areas and small pocket parks.

Canfield Mountain and Best Hill act as the backdrop for this portion of the prairie. Much of the lower lying, less inhibitive areas have been developed. Pockets of development and an occasional undeveloped lot remain.



NE Prairie Tomorrow:

It is typically a stable established housing area with a mix of zoning districts. The majority of this area has been developed. Special care should be given to the areas that remain such as the Nettleton Gulch area, protecting the beauty and value of the hillside and wetlands.

The characteristics of NE Prairie neighborhoods will be:

- That overall density may approach three to four residential units per acre (3-4:1), however, pockets of higher density housing and multi-family units are appropriate in compatible areas.
- Commercial uses are concentrated in existing commercial areas along arterials with neighborhood service nodes where appropriate.
- Natural vegetation is encouraged and should be protected in these areas.

- Pedestrian connections and street trees are encouraged in both existing neighborhoods and developing areas.
- Clustering of smaller lots to preserve large connected open space areas as well as views and vistas are encouraged.
- Incentives will be provided to encourage clustering.

COMPREHENSIVE PLAN GOALS & OBJECTIVES:

Goal #1: Natural Environment

Our Comprehensive Plan supports policies that preserve the beauty of our natural environment and enhance the beauty of Coeur d'Alene.

Objective 1.11

Community Design:

Employ current design standards for development that pay close attention to context, sustainability, urban design, and pedestrian access and usability throughout the city.

Objective 1.12

Community Design:

Support the enhancement of existing urbanized areas and discourage sprawl.

Objective 1.14

Efficiency:

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

Objective 1.16

Connectivity:

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

Goal #2: Economic Environment

Our Comprehensive Plan preserves the city's quality workplaces and encourages economic growth.

Objective 2.01

Business Image and 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 2.04

Downtown & Neighborhood Service Nodes:

Prioritize a strong, vibrant downtown and compatible neighborhood service nodes throughout the city.

Objective 2.05

Pedestrian & Bicycle Environment:

Plan for multiple choices to live, work, and recreate within comfortable walking/biking distances.

Goal #3: Home Environment

Our Comprehensive Plan preserves the qualities that make Coeur d'Alene a great place to live.

Objective 3.01

Managed Growth:

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

Objective 3.05

Neighborhoods:

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

Objective 3.06

Neighborhoods:

Protect the residential character of neighborhoods by allowing residential/commercial/industrial transition boundaries at alleyways or along back lot lines if possible.

Objective 3.07

Neighborhoods:

Emphasize a pedestrian orientation when planning neighborhood preservation and revitalization.

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.

TRAFFIC/STREETS:

Spokane Avenue is a relatively low volume residential street. The additional traffic generated as a result of the zone change is expected to be minor and easily accommodated on the existing street. Frontage improvements will be required at the time of development.

-Submitted by Chris Bosley, City Engineer

WATER:

There is an existing 8" water main that extends halfway across the property. The required policy is to extend the water main to their west property line before building permits will be issued, at their expense. The public water system has adequate capacity and is will to provide adequate service as long as these requirements have been met. Any additional required services/hydrants will be installed at the developer's expense.

-Submitted by Kyle Marine, Water Assistant Superintendent

SEWER:

Presently, public sewer is within Spokane Avenue and the City's Wastewater Utility presently has the wastewater system capacity and willingness to serve this Zone Change Request, as proposed.

- Submitted by Mike Becker, Utility Project Manager

FIRE:

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

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

-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:

There are no topographical or other physical constraints on the subject property.

Site photos: View of the *subject property from Spokane Avenue looking north toward the North Idaho College (NIC) Armory Building and single-family housing to the East.*



View of the subject property looking northeast toward the NIC Armory Building and the duplex housing neighborhood to the east.



View of the subject property looking northwest toward the NIC Armory Building and single-family homes.



View of the subject property from Spokane Avenue looking north toward the NIC Armory Building.



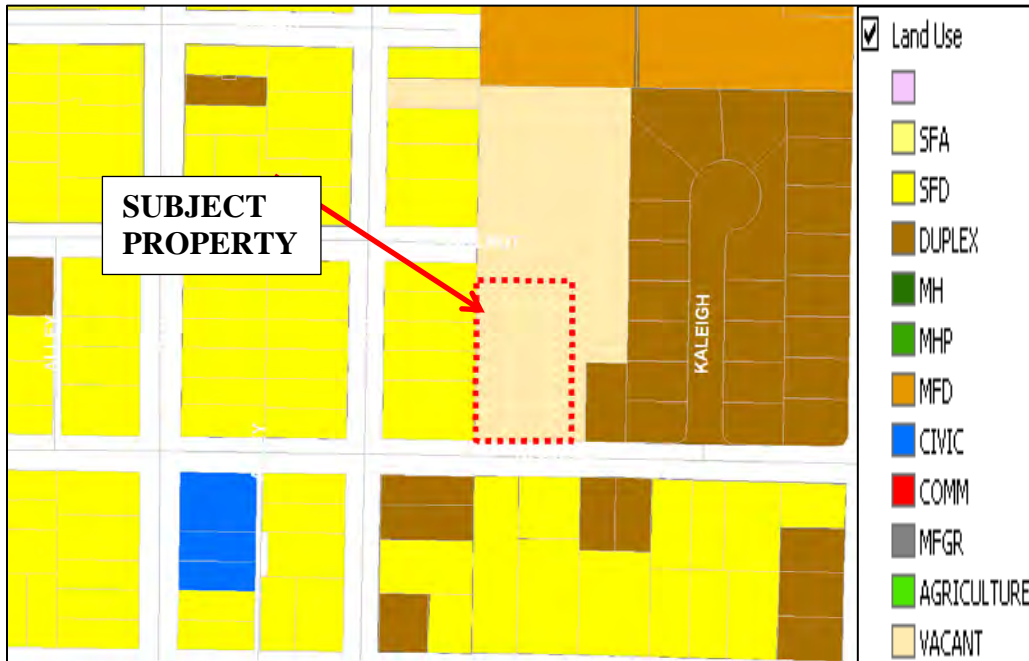
Evaluation: The City Council must determine, based on the information before them, whether or not the physical characteristics of the site make it suitable for the request at this time.

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:

Spokane Avenue is a relatively low volume residential street. The additional traffic generated as a result of the zone change is expected to be minor and easily accommodated on the existing street. Frontage improvements will be required at the time of development.

GENERALIZED LAND USE PATTERN:



NEIGHBORHOOD CHARACTER: From the 2007 Comprehensive Plan: **NE Prairie**

The characteristics of NE Prairie neighborhoods will be:

- That overall density may approach three to four residential units per acre (3-4:1), however, pockets of higher density housing and multi-family units are appropriate in compatible areas.
- Commercial uses are concentrated in existing commercial areas along arterials with neighborhood service nodes where appropriate.
- Natural vegetation is encouraged and should be protected in these areas.
- Pedestrian connections and street trees are encouraged in both existing neighborhoods and developing areas.
- Clustering of smaller lots to preserve large connected open space areas as well as views and vistas are encouraged.
- Incentives will be provided to encourage clustering.

View from Spokane Avenue looking east beyond the subject property toward the duplex housing neighborhood.



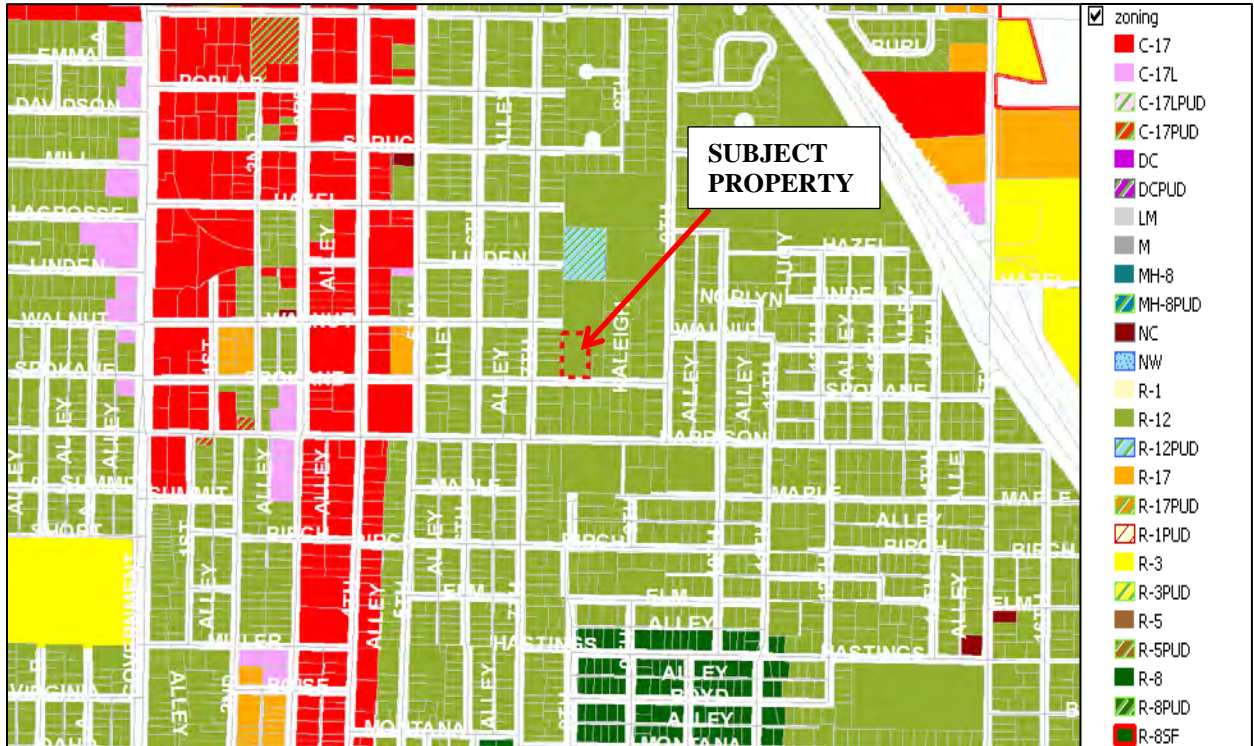
View from the subject property looking southeast toward the single-family and duplex housing.



AERIAL PHOTO:



ZONING:



Analysis

The subject property is one acre in size, which equates to 43,560 square feet. This size of parcel would allow 12 single-family residential lots under the existing zoning district if the property were to be subdivided with an internal road.

Duplex lots could also be created. A duplex lot is required to be 7,000 square feet in size (3,500 sf/du). The subject property could be divided into six duplex lots, which would allow 12 dwelling units.

The property could also be subdivided into large lots all fronting Spokane Avenue. Three lots could be created providing the 50' of street frontage required, and would allow for three single family dwellings, or three duplex buildings (6 duplexes). Standard setbacks would apply.

If the subject property was left in its current state without a subdivision, it could support two single-family residences or a duplex building with two units.

The following breakdowns are provided for the subject property without a subdivision and the subject property with a 3-lot subdivision to create three lots fronting Spokane Avenue.

No Subdivision:

Lot size	=	43,560 sq. ft. (1 ac.)
5,500 sf lot for a single-family dwelling	=	1 residence
7,000 sf lot for a duplex (3,500 sf/du)	=	1 duplex building (2 units)

Potential of the subject parcel if subdivided into three (3) parcels with frontage along Spokane Avenue:

Subdivision with frontage on Spokane Avenue:

Lot size	=	43,560 sq. ft. (1 ac.)
5,500 sq. ft. lot	=	3 single-family dwellings
(7,000 sq. ft. lot (3,500 sq. ft. per d/u)	=	3 duplex buildings (6 units)

Approval of the zone change request could intensify the potential use of the property by increasing the allowable uses by right as listed below.

➤ Proposed R-17 (Residential at 17 units/acre) Zoning District:

Uses permitted by right:

- single family housing
- duplex housing
- child care facility
- community education
- home occupations as defined in Sec. 17.06.705
- essential services
- civic administrative offices
- multi-family housing
- neighborhood recreation
- public recreation

In addition to the above-noted permitted uses in the R-17 zone, an R-34 Density Increase Special Use Permit could be obtained with the approval of the Planning Commission.

Accessory Uses:

- carport, garage and storage structures (attached or detached)
- private recreation facility (enclosed or unenclosed)
- mail room and/or common use room for cluster or multiple family developments.
- outside storage when incidental to the principal use.
- open areas and swimming pools.
- temporary construction yard.
- temporary real estate office.
- accessory dwelling unit

Descriptions of the R-12 and R-17 zoning districts from the Zoning Code (Title 17):

Residential R-12:

The R-12 district is intended as a residential area that permits a mix of housing types at a density not greater than twelve (12) units per gross acre.

Residential R-17:

This district is intended as a medium/high residential area that permits a mix of housing types at a density of 17 dwelling units per gross acre.

This district is for establishment in those areas that are not suitable for lower density residential due to proximity to more intense types of land use.

It should be noted that the Zoning Code states that the R-17 zoning district is appropriate as a transition between low density residential and commercial districts, or as a buffer between arterial streets and low density residential districts.

If approved, would result in a pocket of R-17 surrounded entirely by R-12 zoning. The property is not located along an arterial or adjacent to a commercial district. Spokane Avenue is a local street and not an arterial.

Existing/adjacent land uses:

The existing land uses in the area are single-family to the west of the subject property and duplex housing to the east of the subject property. North Idaho College's Armory Building, which was built sometime in the 1950's, is north of the subject property and is a Civic use.

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.*

APPLICABLE CODES AND POLICIES:

UTILITIES:

All proposed utilities within the project shall be installed underground.

STREETS:

An encroachment permit shall be obtained prior to any work being performed in the existing right-of-way.

STORMWATER:

A stormwater management plan shall be submitted and approved prior to start of any construction. The plan shall conform to all requirements of the City.

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 is being asked to consider this request with respect to compatibility of the requested R-17 zoning and if the zone change would be consistent with the surrounding land uses and the Comprehensive Plan.

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

**PLANNING COMMISSION
MINUTES
JUNE 13, 2017
LOWER LEVEL – COMMUNITY ROOM
702 E. FRONT AVENUE**

COMMISSIONERS PRESENT:

Tom Messina, Chairman
Jon Ingalls, Vice-Chair
Lynn Fleming
Michael Ward
Peter Luttrupp
Lewis Rumpler

STAFF MEMBERS PRESENT:

Hilary Anderson, Community Planning Director
Tami Stroud, Planner
Shana Stuhlmiller, Public Hearing Assistant
Randy Adams, Deputy City Attorney

COMMISSIONERS ABSENT:

CALL TO ORDER:

The meeting was called to order by Chairman Messina at 5:30 p.m.

APPROVAL OF MINUTES:

Motion by Luttrupp, seconded by Fleming, to approve the minutes of the Planning Commission meeting on May 9, 2017. Motion approved.

OATH:

Brinnon Mandel

Shana Stuhlmiller, Public Hearing Assistant, performed the Oath of Office for Brinnon Mandel.

COMMISSION COMMENTS:

There were none.

STAFF COMMENTS:

- Ms. Anderson stated that on Tuesday, June 6th at the City Council meeting she presented the Planning Commission work plan to the council. In her presentation, she asked them to pick their top three projects for the commission and staff to work on. The following are the top four projects that were selected: Comprehensive Plan update would include addressing the Spokane River Master plan, as well as City Heritage and Historical preservation, General zoning code amendments would include infill housing, and revise Design Review procedures and the East Sherman Master Plan.
- She recently worked with Nicole Kahler, Project Manager for CDA 20/30, on a grant application with Community Builders for technical assistance on the East Sherman Master (we will hopefully hear back in early August).

- She announced there are no public hearings scheduled for July, so she had sent out an e-mail to the commission with a few options: cancel the meeting in July; have a workshop on the Work Plan Projects; have a joint workshop with another commission to discuss a topic of mutual interest, or ask a department head and /or staff member(s) to provide updates on specific city projects. When the commissioners said they would like to have a workshop, she then asked if they would like this workshop in the afternoon or evening on July 11th. It was decided the workshop would start at 4pm.

PUBLIC COMMENTS:

No comments.

PUBLIC HEARINGS:

1. Applicant: Northwest Solutions Investment Group, LLC
 Location: 721 E. Spokane Avenue
 Request: A proposed zone change from R-12 (Residential at 12units/acre) to R-17 (Residential at 17units/acre) zoning district.
 QUASI-JUDICIAL (ZC-2-17)

Tami Stroud, Planner, presented the staff report and stated that Brenny Ross is requesting approval of a Zone Change from R-12 (Residential at 12 units/acre) to R-17 (Residential at 17units/acre) for property located at 721 E. Spokane Street.

Ms. Stroud provided the following statements:

- The subject property is located on the north side of Spokane Street between 7th Street and Kaleigh Court.
- The applicant is proposing the R-17 zoning for the +/- 1 acre parcel. If the requested zone change is approved, Mr. Ross intends on constructing a multi-family project on the site. The subject property is currently vacant.
- The owner is utilizing the on-site timber to construct fencing around the perimeter of the property.
- Ms. Stroud went through the required findings for this project.
- She described the R-17 zoning district for the commission. R-17 is intended as a medium/high residential area that permits a mix of housing types at a density of 17 dwelling units per gross acre. This district is for establishment in those areas that are not suitable for lower density residential due to proximity to more intense types of land use.
- The Comprehensive Plan designates this as Stable Established.
- Ms. Stroud noted the comments listed in the staff report from Engineering, Water, Sewer, Wastewater, and Fire on page 5 and 6 in the staff report.
- Ms. Stroud described the photos showing the existing land uses surrounding the subject property.
- She stated that the City Engineer provided a statement that Spokane Avenue is a relatively low volume residential street. The additional traffic generated as a result of the zone change is expected to be minor and easily accommodated on the existing street. Frontage improvements will be required at the time of development.
- She provided an aerial view of the property.
- Ms. Stroud stated that staff recommends the Commission consider the request with respect to compatibility of the proposed R-17 zoning and if it is consistent with the surrounding land uses.
- Ms. Stroud concluded her presentation and asked if the commission had any questions.

Commission Comments:

Commissioner Ingalls inquired if staff could bring up the zoning map and noted that staff pointed out all the buffers surrounding this property. He explained that this is an "island" of property surrounded by R-12 properties and inquired if there are other places in the city that are similar.

Ms. Stroud commented that she would have to do further research and get back to the commission on those areas.

Commissioner Ingalls stated that the North Idaho College (NIC) Armory Building located north of the property is not zoned commercial or Industrial but has a different feel. He inquired if the city would consider that this property is a "quirky" space and argues maybe the subject property could be used as a buffer between the Armory Building and the surrounding R-12 properties.

Ms. Stroud stated that she would encourage the commission to look at the Comprehensive Plan policies in determining a decision for this request and compare the uses and descriptions of the R-12 and R-17 zoning districts to see if this property is compatible with the surrounding uses.

Commissioner Luttrupp inquired if the NIC Armory Building is not compatible with the current zone, are there any rules that can be applied.

Ms. Stroud explained that the Armory Building is considered to be a non-conforming property that was built in the 1950s before the zoning code was adopted by the city.

Commissioner Luttrupp concurred with Commissioner Ingalls that the Armory Building parcel is an "island."

Ms. Stroud commented that the city does not intend to activate the Armory Building for any city activities, but will mostly be used for storage.

Commissioner Rumpler inquired if staff has clarified with North Idaho College that the Armory Building will not change its use in the future.

Ms. Stroud stated that she spoke with Bill Greenwood, Parks and Recreation Director, who confirmed that the city would continue to use this building only for storage.

Public testimony open.

Brenny Ross, applicant, provided the following statements:

- He stated his goal for the property is to do multifamily project. He originally planned to do a pocket housing development, but that is no longer an option since the ordinance was repealed. He explained since the elimination of pocket housing, the only thing that he would be able to fit on the property (without subdividing the property) and meet setbacks is one single family home or a duplex.
- He noted in the Comprehensive Plan that this area is suitable for clustering.
- He stated that after speaking with staff they told him that the replacement for something similar to pocket housing is still being worked on which is why he has brought this request forward.
- He addressed the concern about the Armory Building being considered an island surrounded by R-12 zoning and explained that he feels his property could buffer from a much heavier use in the Armory Building from a residential use.
- He commented that during the week he has noticed multiple cars going and coming from the Armory Building participating in some type of meetings. He commented that there is a lot of outdoor storage with semi-trucks going in and out that are associated with Ironman and Jacklin Seed trailers and containers. He stated that he is not complaining and doesn't bother him, and he is putting up a fence to help act as a buffer between his property and the Armory Building.

- He feels that the Armory will continue to be used as a storage facility and is a far different use than an R-12 zone, and it could serve as an appropriate buffer since the Armory is considered to be a non-conforming use that doesn't fit in the R-12 zone.
- He spoke with many of the neighbors and they are very receptive to his project.
- Mr. Ross concluded his presentation and asked if the commission had any questions.

Commission Comments:

Commissioner Mandel commented that in the applicant's justification, he stated that the Armory Building is used for mostly commercial type activities, but it is her understanding that the Armory Building is considered a civic use and not a commercial use.

Mr. Ross explained that the interior of the building seems to be civic and the outside is being used for storage and feels is more of an industrial use. He stressed that he is not complaining but trying to explain what the Armory Building is used for.

There was no additional public testimony.

Discussion:

Commissioner Ingalls commented what staff mentioned that we should look at the Comprehensive Plan and after reviewing the policies, found that there are some policies that would support this and some polices that would make us "pause". He feels we could argue that the Comprehensive Plan says for that area, we should be receptive to provide areas with high density pocket housing including multifamily homes. He feels multifamily homes are appropriate if they are in a compatible area and would questions if this is considered a compatible area. He questioned if there are other areas in the city where we have these "islands" The decision comes down to if this property is compatible or not, and is sure that the proper noticing was done by staff and the applicant is in favor and surprised we don't have any neighbors here tonight to testify if they approve or not.

Commissioner Luttrupp concurs and is surprised that nobody from the neighborhood is here. He feels that the decision should be based on the Comprehensive Plan policies, so even if we had a big turnout would still have to go back to those policies. He referenced the Comprehensive Plan policy 3.05 that states "Protect and preserve existing neighborhoods from incompatible land uses and developments." He feels based on that policy, this property is incompatible and he is opposed to the request.

Chairman Messina stated that under Comprehensive Policy 3.01 Managed Growth "Provide for a diversity of suitable housing forms within existing neighborhoods to match the needs of a changing population." He feels that this property is on a "thin line" of compatible or not compatible. It is good that we have this discussion and use the Comprehensive Plan as a guide. He concurs that the public did not show up for the hearing and feels the appropriate notices were sent out. He feels a decision is based on what is on the record.

Commissioner Ingalls commented if the Comprehensive Plan states we have expectations of higher density pocket housing including multifamily in this area. We could look at the various comprehensive policy listed in the staff report that those are elements in the Comprehensive Plan that we should discourage sprawl and should make use with the existing infrastructure to provide a diversity of suitable housing. He feels we should "densify" properties in the city to discourage sprawling out. He feels those arguments could be considered in favor and comes down to what is compatible, He stated in the past they used public testimony as a gauge and with this request nobody from the neighborhood has shown up to testify.

Chairman Messina inquired if any of the commissioners were ready to make a motion.

Ms. Anderson reminded the commission before a motion is made that public testimony should be closed.

Chairman Messina closed the public testimony.

Commissioner Luttrupp requested to speak out against the motion and cited Comprehensive Policy 3.05 is more important as the governing one and Comprehensive Plan policy 3.01 can apply to any place in the city under any circumstances that is pretty broad. He feels if we approve this request we are greatly broadening our direction in increasing the density in any part of the city. He feels this request is not compatible with the existing neighborhood, and will be opposing the motion.

Motion by Rumpler, seconded by Ingalls, to approve Item ZC-2-17. Motion approved.

ROLL CALL:

Commissioner Fleming	Voted	No
Commissioner Ingalls	Voted	Yes
Commissioner Luttrupp	Voted	No
Commissioner Rumpler	Votes	Yes
Commissioner Ward	Voted	Yes
Commissioner Mandel	Voted	No
Chairman Messina	Voted	Yes

There was a tie vote that was broken by Chairman Messina voting in favor of the request.

Chairman Messina stated that he agrees with the approval of this project and, because he feels it is in agreement with the Comprehensive Plan which was stated by the Commissioner Rumpler, who made the motion for approval. He believes that the surrounding area can handle this project as pointed out by staff that all services including traffic are sufficient. He commented that there were no neighbors here to testify for or against this project and based on that would approve this project.

Motion to approve carried by a 4 to 3 vote.

ADJOURNMENT:

Motion by Ingalls, seconded by Fleming, to adjourn the meeting. Motion approved.

The meeting was adjourned at 6:06 p.m.

Prepared by Shana Stuhlmiller, Public Hearing Assistant

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

A. INTRODUCTION

This matter having come before the Planning Commission on, June 14, 2017, and there being present a person requesting approval of Northwest Solutions Investment Group, a request for a zone change from R-12(Residential at 12 units/acre) to R-17(Residential at 17 units/acre) zoning district.

APPLICANT: NORTHWEST SOLUTIONS INVESTMENT GROUP

LOCATION: +/- 1 ACRE PARCEL AT 721 E. SPOKANE STREET

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

- B1. That the existing land uses are residential, multifamily, and civic.
- B2. That the Comprehensive Plan Map designation is Stable Established.
- B3. That the zoning is R-12.
- B4. That the notice of public hearing was published on, May 27, 2017, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on, June 6, 2017, which fulfills the proper legal requirement.
- B6. That notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property.
- B7. That public testimony was heard on June 13, 2017.
- B8. That this proposal is in conformance with the Comprehensive Plan policies as follows:
 - 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 1.16 Connectivity:**
Promote bicycle and pedestrian connectivity and access between neighborhoods, open spaces, parks and trail systems.
 - Objective 2.04 Downtown & Neighborhood Service Nodes:**
Prioritize a strong, vibrant downtown and compatible neighborhood service nodes throughout the city.

Objective 3.01 Managed Growth:

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

- B9. That public facilities and utilities are available and adequate for the proposed use. This is based on the information in the staff report.
- B10. That the physical characteristics of the site do make it suitable for the request at this time because there is no topography or other issues that would not allow this project to move forward.
- B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, and existing land uses based on the information in the staff report.

C. ORDER: CONCLUSION AND DECISION

The Planning Commission, pursuant to the aforementioned, finds that the request of NORTHWEST SOLUTIONS INVESTMENT GROUP for a zone change, as described in the application should be approved.

Special conditions applied are as follows:


None.

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

ROLL CALL:

Commissioner Fleming	Voted No
Commissioner Ingalls	Voted Yes
Commissioner Luttrupp	Voted No
Commissioner Mandel	Voted No
Commissioner Rumpler	Voted Yes
Commissioner Ward	Voted Yes
Chairman Messina	Voted Yes (tie breaker)

Motion to approve carried by a 4 to 3 vote.



CHAIRMAN TOM MESSINA

Sean St.Marie
1317 N. 7th St
Coeur d'Alene, ID 83814

City of Coeur d'Alene
Planning Department
ATTN: Shana Stuhlmiller
710 E. Mullan Ave.
Coeur d'Alene, ID 83814

Dear Shana Stuhlmiller,

I would like to express my strong objection to the proposed zone change from R-12 to R-17 for the property described as: 721 E. Spokane Ave. I recently purchased 1317 N. 7th St. and enjoy the quiet feel of the neighborhood. Building a large apartment building so close to my property will negatively affect my property value. Also, I have concerns about the increased traffic flow.

Keeping the zoning the same at the current R-12 would be best for the neighborhood, and the developer will still be able to build the 12 units that they are currently permitted. I and other homeowners in this neighborhood purchased our homes under the current zoning laws, changing the zoning now would be unfair to people already living in this neighborhood.

I ask you to please keep the current zoning at R-12. Thank you for your time and consideration.

Respectfully,



Sean St.Marie

FERGUSON, AMY

From: susan snedaker <susansnedaker@earthlink.net>
Sent: Tuesday, June 13, 2017 11:10 AM
To: STROUD, TAMI
Subject: ZC 2-17

Planning and Zoning Commission:

Because the extended area is zoned R-12, it is my opinion that R-12 is incompatible with the existing land use. I cite Finding B-11, incompatibility with existing land use, to deny the request.

Susan Snedaker

City Council Meeting



City of
Coeur d'Alene
IDAHO

JULY 18, 2017

ZC-2-17 Zone change from R-12 to R-17

721 E. Spokane Street +/- 1 Acre

APPLICANT:

Brenny Ross,
Northwest Solutions Investment Group
205 W. Anton Avenue
Coeur d'Alene, ID 83815

REQUEST:

Zone change from R-12 (Residential at 12 units/acre) to R-17 (Residential at 17 units/acre) zoning district.

LOCATION:

721 E. Spokane Street and generally described as a +/- 1 acre parcel located on the north side of Spokane Street between 7th Street and Kaleigh Court.

ZC-2-17 Zone change from R-12 to R-17

721 E. Spokane Street +/- 1 Acre

Location Map



ZC-2-17 Zone change from R-12 to R-17

721 E. Spokane Street +/- 1 Acre

Finding #B8:

That this proposal (is) (is not) in conformance with the Comprehensive Plan policies.

Finding #B9:

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

Finding #B10:

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

Finding #B11:

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

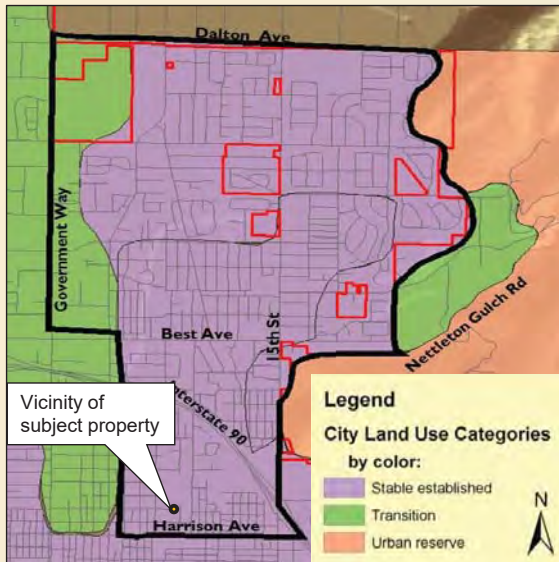


ZC-2-17 Zone change from R-12 to R-17

721 E. Spokane Street +/- 1 Acre

Finding #B8:

That this proposal (is) (is not) in conformance with the Comprehensive Plan policies.



2007 Comprehensive Plan: NE Prairie

Stable Established:

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

ZC-2-17 Zone change from R-12 to R-17

721 E. Spokane Street +/- 1 Acre

NE Prairie—Tomorrow

It is typically a stable established housing area with a mix of zoning districts. The majority of this area has been developed. Special care should be given to the areas that remain such as the Nettleton Gulch area, protecting the beauty and value of the hillside and wetlands.

ZC-2-17 Zone change from R-12 to R-17

721 E. Spokane Street +/- 1 Acre

The characteristics of NE Prairie neighborhoods will include:

- That overall density may approach three to four residential units per acre (3-4:1), however, pockets of higher density housing and multi-family units are appropriate in compatible areas.
- Commercial uses are concentrated in existing commercial areas along arterials with neighborhood service nodes where appropriate.
- Natural vegetation is encouraged and should be protected in these areas.
- Pedestrian connections and street trees are encouraged in both existing neighborhoods and developing areas.
- Clustering of smaller lots to preserve large connected open space areas as well as views and vistas are encouraged.
- Incentives will be provided to encourage clustering.

ZC-2-17 Zone change from R-12 to R-17

721 E. Spokane Street +/- 1 Acre

Finding #B9:

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

Staff comments from water, wastewater, engineering and fire are located in your staff report on pages 5 and 6.



ZC-2-17 Zone change from R-12 to R-17

721 E. Spokane Street +/- 1 Acre

Finding #B10:

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

PHYSICAL CHARACTERISTICS:

There are no topographical or other physical constraints on the subject property.

ZC-2-17 Zone change from R-12 to R-17

721 E. Spokane Street +/- 1 Acre

Site Photo



View of the subject property from Spokane Street looking northeast toward the NIC Armory Building and the duplex housing neighborhood to the east.

ZC-2-17 Zone change from R-12 to R-17

721 E. Spokane Street +/- 1 Acre

Site Photo



View of the subject property looking northwest toward the NIC Armory Building and single-family homes.

ZC-2-17 Zone change from R-12 to R-17

721 E. Spokane Street +/- 1 Acre

Site Photo



View of subject property from Spokane Street looking north toward the NIC Armory Building

ZC-2-17 Zone change from R-12 to R-17

721 E. Spokane Street +/- 1 Acre

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:

Spokane Avenue is a relatively low volume residential street. The additional traffic generated as a result of the zone change is expected to be minor and easily accommodated on the existing street. Frontage improvements will be required at the time of development.

ZC-2-17 Zone change from R-12 to R-17

721 E. Spokane Street +/- 1 Acre

Site Photo



View from Spokane Street looking east beyond the subject property toward the duplex housing.

ZC-2-17 Zone change from R-12 to R-17

721 E. Spokane Street +/- 1 Acre

Site Photo

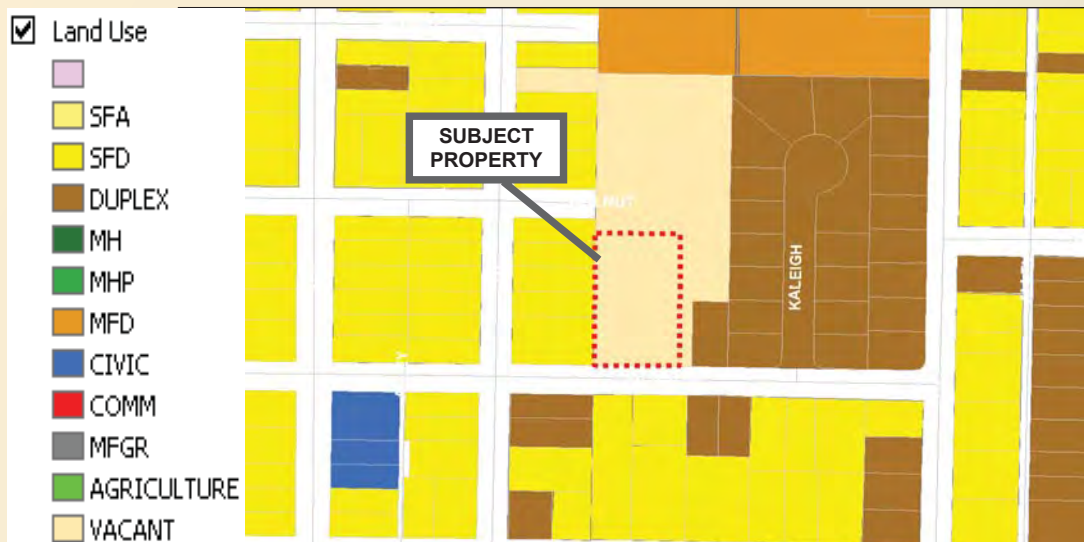


View from the subject property looking southeast toward the single-family and duplex housing.

ZC-2-17 Zone change from R-12 to R-17

721 E. Spokane Street +/- 1 Acre

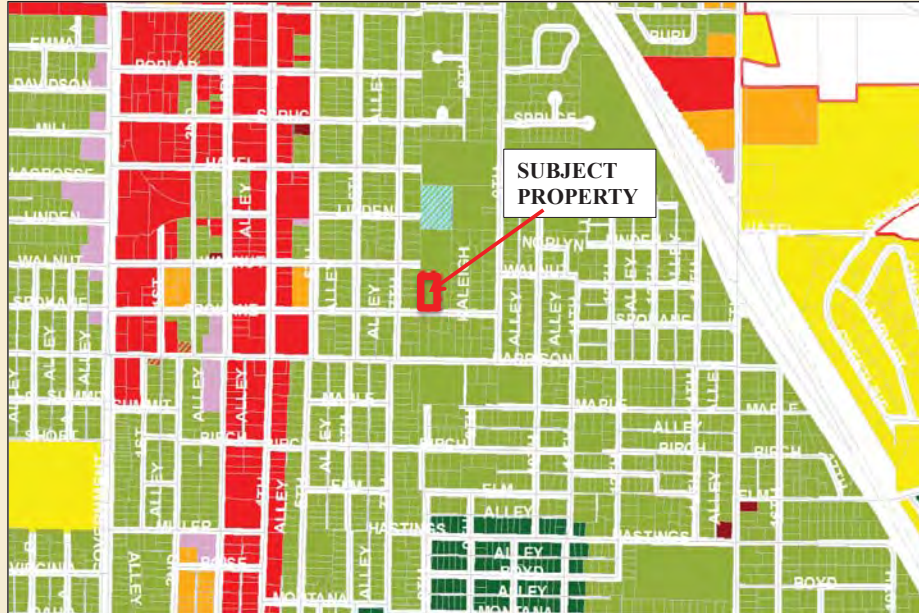
Existing Land Use Map



ZC-2-17 Zone change from R-12 to R-17

721 E. Spokane Street +/- 1 Acre

Existing and Surrounding Zoning Map



ZC-2-17 Zone change from R-12 to R-17

721 E. Spokane Street +/- 1 Acre

Background Information:

- The subject property is currently zoned R-12 (Residential at 12 units/acre) zoning district.
- The subject property is +/- 1 acre parcel or 43,500 SF and is currently vacant.
- The current zoning would allow up to 12 lots with an internal road.

ZC-2-17 Zone change from R-12 to R-17

721 E. Spokane Street +/- 1 Acre

Background Information continued:

No Subdivision:

Lot size	=	43,560 sq. ft. (1 ac.)
5,500 sf lot for a single-family dwelling	=	2 residences
7,000 sf lot for a duplex (3,500 sf/du)	=	1 duplex building (2 units)

Potential of the subject parcel if subdivided into three (3) parcels with frontage along Spokane Avenue:

Subdivision with frontage on Spokane Avenue:

Lot size	=	43,560 sq. ft. (1 ac.)
5,500 sq. ft. lot	=	3 single-family dwellings
(7,000 sq. ft. lot (3,500 sq. ft. per d/u)	=	3 duplex buildings (6 units)

ZC-2-17 Zone change from R-12 to R-17

721 E. Spokane Street +/- 1 Acre

R-17 Zoning District:

This district is intended as a medium/high residential area that permits a mix of housing types at a density of 17 dwelling units per gross acre.

This district is for establishment in those areas that are not suitable for lower density residential due to proximity to more intense types of land use.

This district is appropriate as a transition between low density residential and commercial districts, or as a buffer between arterial streets and low density residential districts.

ZC-2-17 Zone change from R-12 to R-17

721 E. Spokane Street +/- 1 Acre

The following is a list of the Principal uses that are permitted by right in a R-17 district:

- single family housing
- duplex housing
- child care facility
- community education
- home occupations as defined in Sec. 17.06.705
- essential services
- civic administrative offices
- multi-family housing
- neighborhood recreation
- public recreation

An R-34 Density Increase Special Use Permit could be obtained with approval of the Planning Commission.

ZC-2-17 Zone change from R-12 to R-17

721 E. Spokane Street +/- 1 Acre

ACTION ALTERNATIVES:

The City Council is being asked to consider this request with respect to compatibility of the requested R-17 zoning and if the zone change would be consistent with the surrounding land uses and the Comprehensive Plan.

The City Council must consider this request and make appropriate findings to:

- Approve
- Deny
- Deny without prejudice



CITY COUNCIL STAFF REPORT

DATE: July 18, 2017
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: **V-17-5, Vacation of a part of Annie Avenue right-of-way adjoining the easterly boundary of Lot 11, Block 4, of the Borah Third Addition to the City of Coeur d'Alene plat.**

DECISION POINT

The applicant, Carolann Curtis, is requesting the vacation of a part of Annie Avenue right-of-way that adjoins the easterly boundary of her property on the northeast corner of 8th Street and Annie Avenue (2202 N. 8th Street). See attached exhibit.

HISTORY

The requested right-of-way was originally dedicated to the City of Coeur d'Alene in the Borah Third Addition to the City of Coeur d'Alene plat in 1954.

FINANCIAL ANALYSIS

The vacation of the requested right-of-way would not have any financial impact on the City and would add approximately 596 square feet to the County tax roll. Although a minor amount, it would be a benefit to the municipality as tax revenue, and, to the land owner whose lot adjoins the strip of usable property.

PERFORMANCE ANALYSIS

The purpose of this request is to vacate the unused street right-of-way. Annie Avenue is a dead-end street that was cut off when Interstate 90 was built. It is unimproved and not needed. All utilities are existing and in place, and there is no foreseeable use for this additional right-of-way. Therefore, the vacation of this portion of street right-of-way adjoining this lot would not impact the City and would be a benefit to the property owner.

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, Carolann Curtis.

RECORD OF SURVEY

LOTS 11 & 12, BLOCK 4, BORAH THIRD ADDITION, SITUATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, SEC. 12, T.50N., R.4W., B.M., KOOTENAI COUNTY, IDAHO

BOOK _____ OF SURVEYS, PAGE _____
 Instrument No. _____
 STATE OF IDAHO
 COUNTY OF KOOTENAI
 AT THE REQUEST OF:
 MECKEL ENGINEERING & SURVEYING
 AS _____ MINORAL PART _____
 DATE _____
 JIM SPANNAH, RECORDER
 BY _____

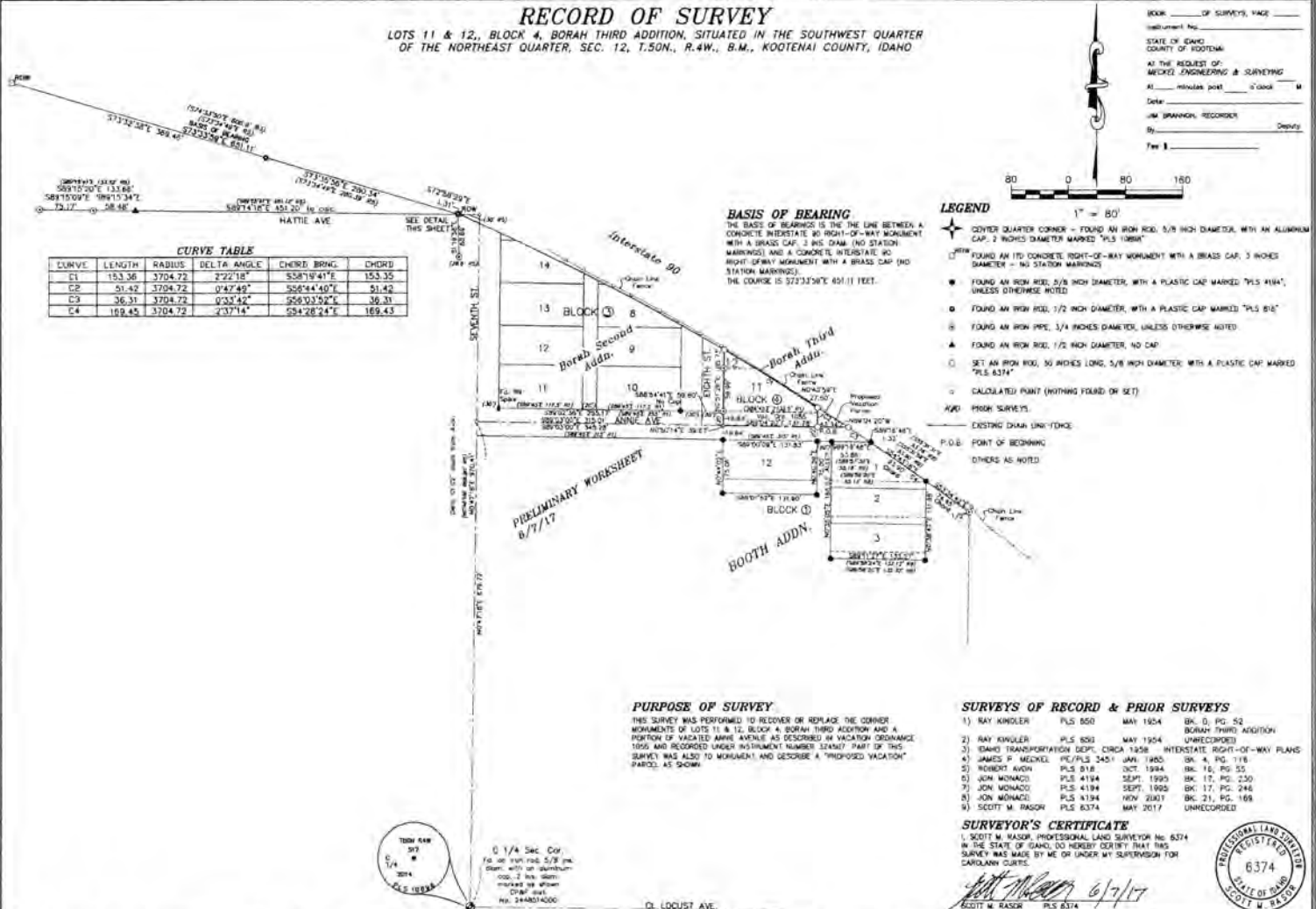


LEGEND

- ★ QUARTER CORNER - FOUND AN IRON ROD, 5/8 INCH DIAMETER, WITH AN ALUMINUM CAP, 2 INCHES DIAMETER MARKED "PLS 1088M"
- FOUND AN IRON CONCRETE RIGHT-OF-WAY MONUMENT WITH A BRASS CAP, 3 INCHES DIAMETER - NO STATION MARKINGS
- FOUND AN IRON ROD, 5/8 INCH DIAMETER, WITH A PLASTIC CAP MARKED "PLS 4184"
- FOUND AN IRON ROD, 1/2 INCH DIAMETER, WITH A PLASTIC CAP MARKED "PLS 814"
- FOUND AN IRON PIPE, 3/4 INCHES DIAMETER, UNLESS OTHERWISE NOTED
- ▲ FOUND AN IRON ROD, 1/2 INCH DIAMETER, NO CAP
- SET AN IRON ROD, 30 INCHES LONG, 5/8 INCH DIAMETER, WITH A PLASTIC CAP MARKED "PLS 6374"
- CALCULATED POINT (NOTHING FOUND OR SET)
- ▲ FROM SURVEYS
- EXISTING CHAIN LINK FENCE
- P.O.B. POINT OF BEGINNING
- OTHERS AS NOTED

BASIS OF BEARING
 THE BASIS OF BEARING IS THE LINE BETWEEN A CONCRETE INTERSTATE 90 RIGHT-OF-WAY MONUMENT WITH A BRASS CAP, 3 INCH DIAM (NO STATION MARKINGS) AND A CONCRETE INTERSTATE 90 RIGHT-OF-WAY MONUMENT WITH A BRASS CAP (NO STATION MARKINGS). THE COURSE IS S72°32'30"E 651.11 FEET.

CURVE	LENGTH	RADIUS	DELTA ANGLE	CHORD BEING	CHORD
C1	153.36	3704.72	2°22'18"	S58°19'41"E	153.35
C2	51.42	3704.72	0°47'49"	S56°44'40"E	51.42
C3	36.31	3704.72	0°33'42"	S56°03'52"E	36.31
C4	169.45	3704.72	2°37'14"	S54°28'24"E	169.43



PURPOSE OF SURVEY

THIS SURVEY WAS PERFORMED TO RECOVER OR REPLACE THE CORNER MONUMENTS OF LOTS 11 & 12, BLOCK 4, BORAH THIRD ADDITION AND A PORTION OF VACATED ARIPE AVENUE AS DESCRIBED IN VACATION ORDINANCE 1955 AND RECORDED UNDER INSTRUMENT NUMBER 12487. PART OF THIS SURVEY WAS ALSO TO MONUMENT AND DESCRIBE A "PROPOSED VACATION, PARCEL" AS SHOWN.

SURVEYS OF RECORD & PRIOR SURVEYS

- 1) RAY KINGLER PLS 550 MAY 1924 BK. 0, PG. 52 BORAH THIRD ADDITION UNRECORDED
- 2) RAY KINGLER PLS 650 MAY 1924 UNRECORDED
- 3) IDAHO TRANSPORTATION DEPT. CIRCA 1928 INTERSTATE RIGHT-OF-WAY PLANS UNRECORDED
- 4) JAMES F. MECKEL PLS 3451 JAN. 1985 BK. 4, PG. 178
- 5) ROBERT AVON PLS 518 OCT. 1994 BK. 16, PG. 55
- 6) JON MONACCI PLS 4194 SEPT. 1995 BK. 17, PG. 230
- 7) JON MONACCI PLS 4194 SEPT. 1995 BK. 17, PG. 246
- 8) JON MONACCI PLS 4194 NOV. 2001 BK. 21, PG. 168
- 9) SCOTT M. RASOR PLS 6374 MAY 2017 UNRECORDED

SURVEYOR'S CERTIFICATE

I, SCOTT M. RASOR, PROFESSIONAL LAND SURVEYOR NO. 6374 IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE BY ME OR UNDER MY SUPERVISION FOR CAROLANN CURTIS.

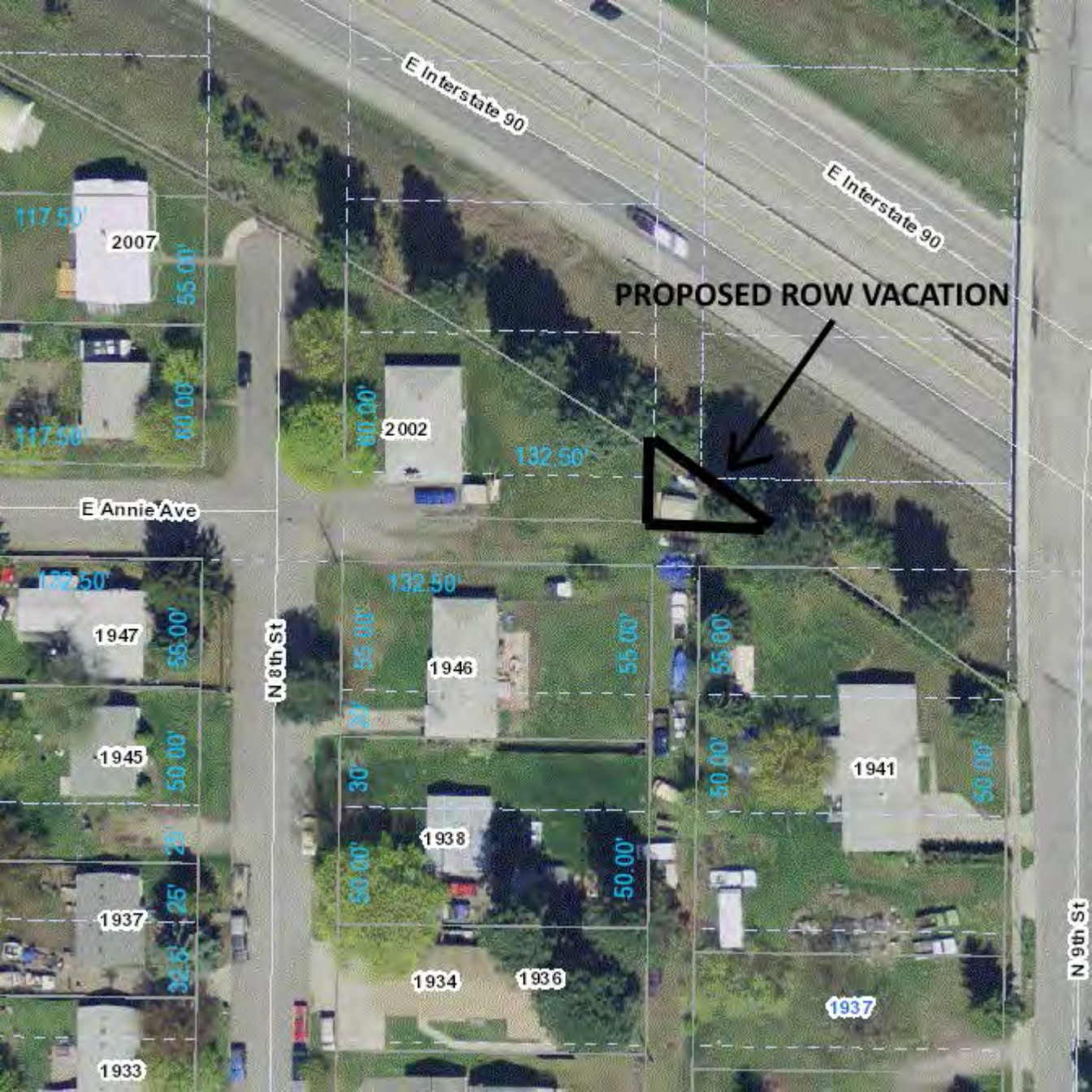
Scott M. Rasor 6/7/17
 SCOTT M. RASOR PLS 6374



NOTE: THIS PLAT DOES NOT ATTEMPT TO SHOW ALL EASEMENTS OR RIGHTS-OF-WAY OF RECORD, THE SIZE OR LOCATION OF PRESCRIPTIVE EASEMENTS, FENCE LINES OR PHYSICAL FEATURES OF THE PROPERTY, ITEMS SUCH AS BUILDINGS, ROADS AND FENCES IF SHOWN, ARE FOR INFORMATIONAL PURPOSES ONLY.

SHEET 1 OF 2	DRAWN: JWH	DATE: MAY 31, 2017	CHECKED: <i>[Signature]</i>	APP. NO. 2017-023 DWS, Curlew, ID	CHECK: WES	MECKEL ENGINEERING & SURVEYING	7828 N. GARDNER BL., TOWER F. 4TH FL., ONE, 84115 (208)671-4433 BY (208)641-1344
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RECORD OF SURVEY
 LOTS 11 & 12, BLOCK 4, BORAH THIRD ADDITION, SITUATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, SEC. 12, T.50N., R.4W., B.M., KOOTENAI COUNTY, IDAHO



E Interstate 90

E Interstate 90

PROPOSED ROW VACATION



117.50' 2007 55.00'

117.50' 60.00'

E Annie Ave

60.00' 2002 132.50'

132.50' 1947 55.00'

1945 50.00'

1937 32.5' 25' 50.00'

1933

N 8th St

132.50' 1946 55.00'

30' 55.00' 1938 50.00' 50.00'

1934 1936

55.00' 1941 50.00'

1937

N 9th St

COUNCIL BILL NO. 17-1029
ORDINANCE NO. 3586

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, IDAHO, VACATING A PART OF THE ANNIE AVENUE RIGHT-OF-WAY, ACCORDING TO THE PLAT OF BORAH THIRD ADDITION, RECORDED IN BOOK D OF PLATS AT PAGE 52 IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO, GENERALLY DESCRIBED AS THAT PART OF THE ANNIE AVENUE RIGHT-OF-WAY NORTH OF THE CENTERLINE OF ANNIE AVENUE AND EAST OF 8TH STREET BEING SITUATED IN THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

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

NOW, THEREFORE,

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

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

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

be and the same is hereby vacated.

SECTION 2. That said vacated right-of-way shall revert to the adjoining property owner of record on the west side 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, and that the adjoining property owners shall in no manner place any obstruction over any public utilities.

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

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

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an ordinance of the City of Coeur d' Alene at a regular session of the City Council on July 18, 2017.

APPROVED by the Mayor this 18th day of July, 2017.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. 3586
V-17-5, ANNIE AVENUE RIGHT-OF-WAY VACATION

The City of Coeur d'Alene, Idaho hereby gives notice of the adoption of Coeur d'Alene Ordinance No. 3586, vacating a portion of the Annie Avenue right-of-way.

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

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

The ordinance further provides that the ordinance shall be effective upon publication of this summary. The full text of the summarized Ordinance No. 3586 is available at Coeur d'Alene City Hall, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814 in the office of the City Clerk.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am Chief Civil Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. 3586, V-17-5, Annie Avenue right-of-way vacation, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 18th day of July, 2017.

Randall R. Adams, Chief Civil Deputy City Attorney

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
NINE MONTHS ENDED
June 30, 2017

RECEIVED

JUL 10 2017

CITY CLERK

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 6/30/2017	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$231,305	\$157,935	68%
	Services/Supplies	11,400	7,107	62%
Administration	Personnel Services	328,000	234,389	71%
	Services/Supplies	51,120	38,462	75%
Finance	Personnel Services	683,506	476,896	70%
	Services/Supplies	481,780	443,515	92%
Municipal Services	Personnel Services	1,153,286	815,528	71%
	Services/Supplies	507,013	401,231	79%
	Capital Outlay			
Human Resources	Personnel Services	233,632	151,505	65%
	Services/Supplies	93,025	43,226	46%
Legal	Personnel Services	1,114,688	780,823	70%
	Services/Supplies	92,653	61,990	67%
Planning	Personnel Services	545,298	376,244	69%
	Services/Supplies	39,350	15,640	40%
	Capital Outlay			
Building Maintenance	Personnel Services	365,580	217,848	60%
	Services/Supplies	155,606	88,494	57%
	Capital Outlay			
Police	Personnel Services	11,962,404	8,112,895	68%
	Services/Supplies	1,092,115	932,528	85%
	Capital Outlay	5,950	254,240	4273%
Fire	Personnel Services	8,811,284	6,188,138	70%
	Services/Supplies	546,653	376,874	69%
	Capital Outlay	320,000	3,043,287	951%
General Government	Services/Supplies	94,725	376,397	397%
	Capital Outlay			
Byrne Grant (Federal)	Services/Supplies		24,076	
	Capital Outlay		61,565	
COPS Grant	Personnel Services	190,189	96,451	51%
CdA Drug Task Force	Services/Supplies	30,710	13,098	43%
	Capital Outlay			
Streets	Personnel Services	2,321,133	1,730,042	75%
	Services/Supplies	645,980	543,054	84%
	Capital Outlay	57,000	45,335	80%

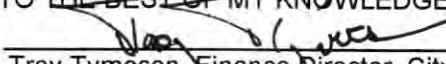
CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 NINE MONTHS ENDED
 June 30, 2017

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 6/30/2017	PERCENT EXPENDED
Engineering Services	Personnel Services	434,701	307,547	71%
	Services/Supplies	857,860	90,695	11%
	Capital Outlay			
Parks	Personnel Services	1,423,537	989,798	70%
	Services/Supplies	536,450	299,938	56%
	Capital Outlay	44,000	39,490	90%
Recreation	Personnel Services	550,809	295,096	54%
	Services/Supplies	157,430	98,811	63%
	Capital Outlay	5,000		
Building Inspection	Personnel Services	865,887	608,484	70%
	Services/Supplies	41,206	18,124	44%
	Capital Outlay			
Total General Fund		<u>37,082,265</u>	<u>28,856,796</u>	<u>78%</u>
Library	Personnel Services	1,208,298	834,972	69%
	Services/Supplies	199,850	154,316	77%
	Capital Outlay	160,000	101,630	64%
CDBG	Services/Supplies	606,873	68,959	11%
Cemetery	Personnel Services	186,235	134,134	72%
	Services/Supplies	100,500	64,254	64%
	Capital Outlay	30,000	28,164	94%
Impact Fees	Services/Supplies	760,039	365,200	48%
Annexation Fees	Services/Supplies	193,000	193,000	100%
Parks Capital Improvem	Capital Outlay	146,500	20,225	14%
Cemetery Perpetual Car	Services/Supplies	157,500	104,390	66%
Jewett House	Services/Supplies	25,855	8,611	33%
Reforestation	Services/Supplies	2,000	2,909	145%
Street Trees	Services/Supplies	100,000	52,818	53%
Community Canopy	Services/Supplies	1,500	1,162	77%
Public Art Fund	Services/Supplies	231,300	49,559	21%
		<u>4,109,450</u>	<u>2,184,303</u>	<u>53%</u>
Debt Service Fund		<u>937,407</u>	<u>128,165</u>	<u>14%</u>

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
NINE MONTHS ENDED
June 30, 2017

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 6/30/2017	PERCENT EXPENDED
Seltice Way	Capital Outlay	675,000	494,126	73%
Seltice Way Sidewalks	Capital Outlay	325,000	6,736	2%
Traffic Calming	Capital Outlay	25,000		
Govt Way - Hanley to Pi	Capital Outlay	4,334,000	1,409,760	33%
Levee Certification	Capital Outlay	30,000	25,884	86%
I-90 Curb Ramps	Capital Outlay			
15th Street	Capital Outlay	20,000		
Medina Avenue	Capital Outlay		44,873	
Kathleen Avenue Widen	Capital Outlay	330,039		
Margaret Avenue	Capital Outlay	65,000		
Ironwood	Capital Outlay	400,000	430,982	108%
		6,204,039	2,412,361	39%
Street Lights	Services/Supplies	622,000	396,050	64%
Water	Personnel Services	1,951,906	1,371,393	70%
	Services/Supplies	4,376,100	1,085,188	25%
	Capital Outlay	3,225,000	615,601	19%
Water Capitalization Fee	Services/Supplies	1,950,000		
Wastewater	Personnel Services	2,609,284	1,803,014	69%
	Services/Supplies	7,205,619	1,897,218	26%
	Capital Outlay	12,496,100	3,778,217	30%
	Debt Service	2,178,063	768,622	35%
WW Capitalization	Services/Supplies	2,500,000		
Sanitation	Services/Supplies	3,359,286	2,220,982	66%
Public Parking	Services/Supplies	253,546	129,834	51%
	Capital Outlay	121,000	104,019	86%
Drainage	Personnel Services	110,381	81,138	74%
	Services/Supplies	637,130	218,707	34%
	Capital Outlay	400,000	102,750	26%
Total Enterprise Funds		43,995,415	14,572,733	33%
Kootenai County Solid Waste		2,500,000	1,660,983	66%
Police Retirement		173,200	129,287	75%
Business Improvement District		210,000	55,000	26%
Homeless Trust Fund		5,200	3,702	71%
Total Fiduciary Funds		2,888,400	1,848,972	64%
TOTALS:		\$95,216,976	\$50,003,330	53%

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


Troy Tymesen, Finance Director, City of Coeur d'Alene, Idaho

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JUL 10 2017

CITY CLERK

City of Coeur d Alene
Cash and Investments
6/30/2017

Description	City's Balance
U.S. Bank	
Checking Account	1,854,631
Checking Account	30,295
Investment Account - Police Retirement	1,282,197
Investment Account - Cemetery Perpetual Care Fund	1,620,207
Wells Fargo Bank	
Federal Home Loan Bank	1,000,000
Community 1st Bank	
Certificate of Deposit	1,002,015
Certificate of Deposit	205,219
Idaho Independent Bank	
Secure Muni Investment	249,349
Idaho Central Credit Union	
Certificate of Deposit	254,170
Idaho State Investment Pool	
State Investment Pool Account	32,267,489
Spokane Teacher's Credit Union	
Certificate of Deposit	251,492
Cash on Hand	
Finance Department Petty Cash	500
Treasurer's Change Fund	1,350
Police Change Fund	75
Library Change fund	180
Cemetery Change Fund	20
Total	40,019,189

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



Troy Tymesen, Finance Director, City of Coeur d'Alene, Idaho