

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 F - 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.

August 21, 2018

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Pastor Bob Albing, Lutheran Church of the Master

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. PRESENTATION: Update regarding the Wastewater Treatment Plant Construction

Presented by: Mike Anderson, Wastewater Superintendent

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

*****ITEMS BELOW ARE CONSIDERED TO BE ACTION ITEMS**

H. 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 August 7, 2018 Council Meeting.
2. Approval of Bills as Submitted.
3. Approval of Financial Report.
4. Setting of General Services and Public Works Committees meetings for August 28, 2018 at 12:00 noon and 4:00 p.m. respectively.
5. Setting a public hearing for September 18, 2018 - ZC-3-18, 925 W. Emma, Zone change from R-12 to C-17L request by: Melrose Properties, LLC.
6. **Resolution No. 18-044** -
 - a. Approval of a agreement with Tyree Riggs for Bike Rack / Public Art at the CDA Public Library.
 - b. Approval of a Retirement Medical Benefit Agreement with James Washko, Fire Department
 - c. Authorization to apply for and accept, if awarded, an agreement (TEEGA) for the Police Department for a FY 2018 Traffic Enforcement Equipment Grant.
 - d. Approval of an agreement with Kootenai County Sheriff's Office (KCSO) for encrypted channel communications during emergencies.

As Recommended by the General Services Committee

I. OTHER BUSINESS

1. **Resolution No. 18-045** - Proposed amendment to Fiscal Year 2017-2018 budget and scheduling a public hearing for September 18, 2018.

Staff Report by: Vonnie Jensen, Comptroller

2. **Resolution No. 18-046** - Approval of Collective Bargaining Agreement with the Police Association.

Staff Report by: Troy Tymesen, City Administrator

J. PUBLIC HEARINGS:

1. (Legislative) A-1-18 - A proposed 1.22 acre annexation from Agricultural Suburban to R-17 zoning district for 2400 N. 15th Street; Applicant: Aspen Homes and Development, LLC

Staff Report by: Tami Stroud, Associate Planner

2. (Legislative) V-18-05, Vacation of a portion of alley right-of-way adjoining the easterly boundary of Lot 1 and the N ½ of Lot 2, Block A, Sanders Addition to the City of Coeur d'Alene.

Staff Report by: Dennis Grant, Engineering Project Manager

- a. **Council Bill No. 18-1020** - Approving V-18-05, Vacation of a portion of alley right-of-way adjoining the easterly boundary of Lot 1 and the N ½ of Lot 2, Block A, Sanders Addition to the City of Coeur d'Alene.
3. (Quasi-judicial) Appeal of the Planning Commission approval of SP-8-18 – a Special Use Permit for R-34 density at 623 E. Wallace Avenue.

Staff Report by: Sean Holm, Sr. Planner

K. ADJOURNMENT:

This meeting is aired live on CDA TV Spectrum Cable Channel 1301
and on Facebook live through the City's Facebook page.



Coeur d'Alene

CITY COUNCIL MEETING

August 21, 2018

MEMBERS OF THE CITY COUNCIL:

Steve Widmyer, Mayor

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

PRESENTATIONS



Wastewater Treatment Plant Phase 5C-2 Upgrade

Discharge permit limitations imposed in our 2014 Discharge Permit necessitated a plant upgrade.

- **Build out of Tertiary Treatment from pilot phase (1 MGD) to 5 MGD**
- **Redundant Primary and Secondary Clarifiers**



Accomplishments

- Tertiary treatment went online, receiving all plant flow, in early June 2018.
- Placed both Primary & Secondary clarifiers.
- Completed approximately 85% of this project.



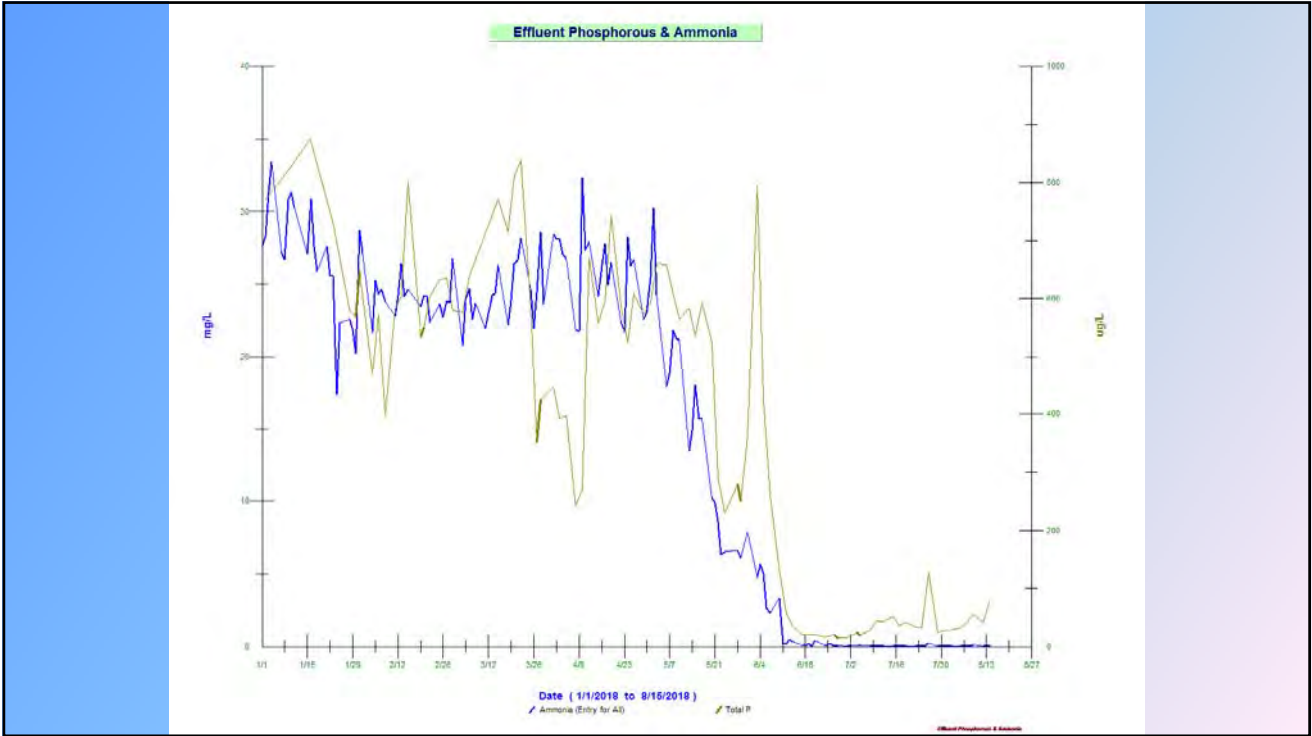
Tertiary Treatment

2017



2018





Primary Clarifier 3

2017



2018



Secondary Clarifier 3

2017



2018



Next Steps

- Install necessary piping, pumping, and electrical connections to clarifiers.



Connecting Pipework to Secondary Clarifier 3

Aerial of Pipe Run, Secondary Clarifier 3

Very crowded!!



Funding

IDEQ State Revolving Loan Fund Loan # WW 1601 = \$ 20,000,000
(September 16, 2015)

Amendment to Loan # WW 1601 = \$ 500,000
(April 3, 2018)

Total Loan Funding = \$ 20,500,000



Costs

Construction

Agreement with Apollo, Inc.
= \$ 16,169,000

(February 7, 2017)

Estimated Change Order No.1 for
Bridge Crane = \$ ± 500,000

(Anticipated September 2018)

Estimated Change Order No. 2 for
Additional Work = \$ ± 300,000

(Anticipated February 2019)

Engineering

Agreement with HDR Engineering
= \$ 2,147,142

(As amended March 6, 2018)



ANNOUNCEMENTS

CONSENT CALENDAR

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

August 7, 2018

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room, August 7, 2018 at 5:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

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

Loren Ron Edinger) Member of Council Absent

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

HEALTH CORRIDOR VISION AND ELIGIBILITY REPORT - Mayor Widmyer recused himself from this discussion and asked Council President McEvers to run the workshop. Community Planning Director Hilary Anderson explained that the purpose of the workshop was to discuss the possible eligibility for the creation of an urban renewal district report for the Health Corridor. She provided a map of the proposed area for the district and its connection to the existing Lake District. She noted that the area is 281 acres and can be shrunk if needed, as the study is brought forward. Additionally, she noted that in comparison, the Lake District is 671 acres and the River District is 307 acres. Ms. Anderson noted that one of the CDA 2030 action items, established through community input, expressed support for the establishment of the medical corridor.

Kootenai Health CEO Jon Ness provided a history of the Kootenai County hospital. He noted that the current challenge is that it is outgrowing the current site. In 2009, the hospital put a hold on construction projects, which gave them time to strategically plan where they were going in the future. The conclusion was that many residents were leap frogging past Kootenai to go to Spokane hospitals, as the perception was that bigger was better, with higher quality, and the predominate reason was a huge doctor and specialty shortage in Kootenai County. This brought forward a renewed philosophy that the best care is care close to home. They committed to a family doctor residency program and expanded the campus to include a neonatal intensive care unit. They conducted an expansion of the Post Falls health park facility, and in 2017 they started a Phase II expansion to include the Emergency and main operating room. Mr. Ness noted that Phase III began this year, which includes a new inpatient neurology and cancer unit. He noted that since 2011, growth includes 3,267 employees (78 percent of employees are females), 400 physicians, 250 volunteers, a current job vacancy of 210, and an average salary of \$62,000.

Over the past year, they had 350,000 to 450,000 patient visits, two-thirds of which is from Kootenai County. Some growth is going to the Riverstone area, due to issues with access to real estate, amenities, bike pathways, and a lack of senior housing around the hospital. He noted that he appreciates the opportunity to participate in the workshop and the Council's consideration.

Councilmember McEvers asked for clarification regarding competition for hospitals. Mr. Ness noted that within the United States, there are 5,000 hospitals, and there are only 51 community owned independent hospitals and, as such, ours is worth the fight. He feels that if they do not grow, they will not be able to attract physicians. Councilmember Miller asked if there were statistics for the residency program and if they tend to stay in the area. Mr. Ness noted that the national standard is 50 percent, and they have only had two years of graduating classes so far. In the first class two stayed, and in the second class, three students stayed. He noted that they currently have 22 physician searches underway. Councilmember Gookin asked what impact local schools have on the ability to hire. Mr. Ness said when they bring people in from other communities, they always look at schools if they have children, so the ability to communicate that we have good schools is very important.

CDA 2030 Chairman Mike Kennedy said that one of the CDA 2030 action items established through community input noted support for the establishment of the medical corridor. He explained that there are many benefits to supporting the medical corridor, including high wage and living wage employment opportunities, enhancements to local neighborhoods, career and technical education opportunities. Last year, the Urban Land Institute's Technical Assistance Panel (a non-profit) reviewed the medical corridor and noted that there was a lack of vision and master planning for the area. The findings included an inconsistent image and identity for the hospital, as well as traffic congestion in the area. They noted that there is a risk for future growth if congestion is not resolved. They recommended visioning and branding for the area, a transportation system, supportive land uses and neighborhood stabilization, a potential overpass and additional parking facilities. Some of the strategies they recommended are to update the hospital strategic plan, 20-year master plan, comprehensive plan and zoning updates, pocket housing renewal, and recommended possible funding sources as urban renewal and an LID. Mr. Kennedy noted that some methods move things forward faster than others and they already feel a bit behind due to a 2 percent annual growth. CDA 2030 would like to support the eligibility report for the Health Corridor. Staff is requesting Council consider support for the eligibility report for the Health Corridor to evaluate a possible urban renewal district. Ms. Anderson noted that they are just trying to explore if an urban renewal district is worth pursuing for the area. The report would provide additional information, and does not commit the Council to create a district or not. She explained that this area could qualify as an urban renewal district when there is traffic and inefficiencies in the area. Several funding options are available with urban renewal to include LID's, BID's, and grants. The report will take several months and the shelf life is up to two years. Kootenai Health and their partners agreed to contribute funds to go toward the report, so this is a request to support the action of moving forward with the eligibility report.

DISCUSSION: Councilmember Evans noted that she appreciates the outside funding of the report. Councilmember Miller asked if the ULI TAP organizational model slide is in priority order. Ms. Anderson explained it was not listed in any order, and for each category, they

provided the pros and cons of each organizational model within the report. Councilmember Miller clarified that according to the timeline, it would be 6 months to complete the report, a district could take more time to be formed and the report is good for up to two years. Ms. Anderson confirmed that it could be a several year process to create a district. Councilmember Gookin asked for clarification regarding what constitutes a non-efficient building. Ms. Anderson explained that changing technology within the health care industry, internet, equipment, etc. might require that a building be demolished and rebuilt or built higher to meet the parking demands with parking facilities. Councilmember English noted that the City was not asked to fund the report, and the heart of what is being asked for is more like a letter of recommendation. Ms. Anderson confirmed that the eligibility report can take place either way, but the next step is the master planning and to move forward with that phase would need Council approval. Mr. Kennedy noted that the idea for tonight's presentation was to make sure the communication flow was present between the hospital and they City and they felt it was important to seek City support. Councilmember Gookin expressed a desire for Council to be mindful of the strengths and weaknesses of an urban renewal district for funding and that the creation of a district is a political hot potato. He also informed the hospital that tax increment financing is a gradual way to fund and takes a while to build up, and the area is already built out, so it will take time to build up. He felt an LID would be a quicker tool, and the major concern he has with URD's is eminent domain. Councilmember McEvers asked about land acquisition and the process and long-range goals for the area. Executive Director of ignite CDA, Tony Burns, noted that they have done land assembly in many areas such as Park Drive, and the Parking Garage. He believes it is a good tool when needed and it works well. Councilmember McEvers noted that the Council has not felt that eminent domain is something they would consider and asked if that is a tool for ignite. Mr. Burns confirmed that they have the authority of eminent domain; however, like the Council, the ignite Board has never considered using it and has bought land at market rate. Mr. Burns also noted that the maximum time frame for a district is 20-years and the district would look for catalytic areas like the Wild Waters property, which would jump start the increment and he confirmed that it does take time to build up. Councilmember Gookin questioned the ability to overlap properties between one district to a new district based on the 20-year maximum. Councilmember English felt it was very improbable for eminent domain to be used, so he did not feel it was a relevant argument. He felt that there are a lot of potential benefits but they would not know for sure until they do the report. Councilmember McEvers complimented the hospital on their success and the good people involved in the project and said that he sees what they could do and want to do and they have his support.

MOTION: Motion by Evans, seconded by Miller to support Kootenai Health and other community partners moving forward with an eligibility report for the Health Corridor to evaluate a possible urban renewal district per the Urban Land Institute's TAP report recommendation.

DISCUSSION: Councilmember Gookin noted that Panhandle Area Council would be a local company that could do the report and should be considered. Councilmember Miller thanked Kootenai Health and the other community partners for funding the report outside of City funding.

Motion carried with Gookin voting No.

Council President McEvers called for a ten-minute recess at 6:04 p.m. The meeting resumed at 6:14 p.m.

INVOCATION: Pastor Geoffrey Winkler with New Life Church provided the invocation.

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

PUBLIC COMMENTS:

David Lyons, Coeur d'Alene, spoke in regards to the appointment to the Urban Renewal Board, as he felt appointments to this board should be different from other city committees as it is a different governmental entity. He noted that the Mayor appoints with input from the local governing body, and input could not be given if the Council has not received all the names and applications of the people who have applied. He does not believe Council should advise and consent because they do not know the alternatives and would be rubber-stamping what they were given and not be able to advise on the appointment. He asked Council to put the vote off to another meeting and to interview each candidate in order to give fair consideration. Mayor Widmyer asked the City's legal counsel if the applications were legally handled. City Attorney Mike Gridley confirmed that the Mayor recommends the appointment. The Mayor clarified that the ignite Board currently has five members that have been there for three years or less; the sixth member has been on a little more than five years. Of the other members, Scott Hoskins has been there approximately 10 years, Deanna Goodlander since 2000, and Brad Jordon has been there since the beginning of the urban renewal formation. The Mayor noted that he felt that with all the newer board members Brad Jordon had the history and experience on the board and is very valuable to keep on the board. Councilmember Miller said she appreciated the discussion and had some questions so she talked with the City Administrator and asked about the other applicants, and agreed with the recommendation to provide the longevity to this board.

CONSENT CALENDAR: Motion by McEvers, seconded by Evans, to approve the consent calendar.

1. Approval of Council Minutes for the July 17 and July 31, 2018 Council Meetings.
2. Approval of Bills as Submitted.
3. Approval of the General Services and Public Works Committee Meeting Minutes from the meeting held on July 23, 2018.
4. Setting of General Services and Public Works Committees meetings for August 13, 2018 at 12:00 noon and 4:00 p.m. respectively.
5. Setting of public hearings for August 21, 2018 –
 - a. V-18-05, Vacation of a portion of alley right-of-way adjoining the easterly boundary of Lot 1 and the N ½ of Lot 2, Block A, Sanders Addition to the City of Coeur d'Alene.
 - b. Appeal of the Planning Commission approval of SP-8-18 – a Special Use Permit for R-34 density at 623 E. Wallace Avenue.
6. Approval of the cemetery lot repurchases:
 - a. From Debra Akers; Lot 9, Block 5, Section K, Forest Cemetery
 - b. From Gale Akers, Lots 18 and 19, Block 5, Section K, Forest Cemetery

c. From Dawn Sevick, Lot 0616, Block J, Section Riv in Forest Cemetery Annex (Riverview)

7. Approval of Final Plat for SS-18-09, Sherman Five East

8. Resolution No. 18- 038 - A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE BELOW MENTIONED AGREEMENTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE, INCLUDING APPROVAL OF AN ADMINISTRATIVE SERVICE AGREEMENT AND BUSINESS ASSOCIATE AGREEMENT WITH PSP ADMINISTRATION, LLC, (PEAK 1 ADMINISTRATION) FOR THE THIRD PARTY ADMINISTRATION OF THE CITY'S FLEXIBLE SPENDING ACCOUNT; APPROVAL OF TRANSFER OF RIGHT-OF-WAY TO IDAHO TRANSPORTATION DEPARTMENT AT THE INTERSECTION OF US-95 AND WALNUT AVENUE; APPROVAL OF STANDARD DRAWING UPDATES; APPROVAL OF RIGHT-OF-WAY EASEMENT FOR AVISTA NATURAL GAS PIPELINE AT 685 E. KATHLEEN AVENUE (HONEYSUCKLE WELL), AND APPROVAL OF FINAL PLAT, SUBDIVISION IMPROVEMENT AGREEMENT, AND SECURITY FOR SHAPORDA TRACTS (SS-18-05).

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

COUNCILMEMBER ANNOUNCEMENTS:

Councilmember Miller noted that she would be a guest speaker at NIBCA in August. She also attended the Rapid Response Team Active Shooter Scenario Training at Winton Elementary and it was an insightful experience, and time well spent.

Councilmember Gookin noted that he was proud of the first responders working together. He attended the Lake City Employee Association meeting yesterday, and was informed that the average daily use of water is 38.7 million gallons a day at peak times this month. The biggest user is the City of Coeur d'Alene. He noted that there is talk about instituting an odd/even watering day system, but that may be reviewed next year and not this year. He visited the Coeur d'Alene Garbage facility and found many things that are being put in the recycle bin that do not belong there, like hoses and an old box fan. Cardboard and aluminum are currently the most valuable and he suggested that all be smarter about what goes into the bin. Councilmember Gookin noted that the Kootenai County runs the solid waste facility and they have a \$30 million dollar General Fund balance and might be better suited to run the recycling program. Coeur d'Alene Garbage will be issuing warnings to bins that contain inappropriate material until November, and thereafter the bin will not be dumped.

The Mayor noted that the City is seeking high school students to represent on City committees, commissions and boards. Students can be 14-18 years old, and attend school within the 271 District. Applications can be found at www.cdavid.org/volunteer.

The Mayor requested approval of the appointment of David Groth to the Arts Commission and Brad Jordan to the ignite cda Board.

MOTION: Motion by McEvers, seconded by Evans, to appoint David Groth to the Arts Commission and Brad Jordan to the ignite cda Board.

DISCUSSION: Councilmember English noted that he is in support of the motion and appreciates the public comment. He believes the ignite Board needs a mixture of memberships with longevity and new representation. He encouraged Mr. Lyons to resubmit his application as each appointment is another opportunity to serve. Councilmember Gookin noted that the Mayor appoints and the Council confirms the appointments. He noted that they do not see all the candidates and he was surprised to see the others on the list and recommended they all reapply. He would prefer someone else due to Mr. Jordon's longevity, but he is not an objectionable person. He would like to look at new names next time.

Motion carried.

RESOLUTION NO. 18-039

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A LETTER OF AGREEMENT WITH XCRAFT ENTERPRISES, INC., FOR TEMPORARY INSTALLATION AND TESTING OF THE COMMERCIAL DRONE SYSTEM FIRST IZ.

STAFF REPORT: Deputy Fire Chief Bill Deruyter explained that XCraft approached the City with the idea for a pilot project to house an emergency response drone at Fire Station No. 4. He further explained that there will be no installation costs to the City, and that there will be a nominal electrical cost due to providing 110-volt service at the test site. XCraft would provide all installation and maintenance. The property will be returned to its original state upon completion of testing unless a permanent installation is to be made. Additionally, he noted that having the capability to see an incident before the crews are on scene would give the responding units a bird's-eye view on what is happening or not happening. They could order or cancel units as appropriate, saving lives and resources alike. Mr. Deruyter noted that XCraft will ensure the privacy of neighboring housing developments and intends to provide a letter to all homeowner associations in the area. CEO and co-founder of XCraft, JD Claridge provided a history of the company and his passion for planes. Their focus is hybrid vertical take-off and customization. The project they would like to pilot at the fire station is called First IZ, which would give the first responders video and photos of the scene before they arrive on scene. The concept for the future is that there would be several drones throughout a city and the closest one to the call would be dispatched to the scene. The video would be sent over a secured network with only first responders having access to the footage. They are seeking a one-year test phase at Fire Station No. 4, and noted that under FAA regulations they must fly below 400 feet, not at night, and by a licensed operator. Mr. Claridge noted that the drone is designed with a redundant system so it can return to the station. He described the proposed flight area from Fire Station 4 to exclude flights over residential areas.

DISCUSSION: Councilmember McEvers asked if down the road it comes to development would the agreement change. Mr. Claridge noted it would take a new agreement to operate in the future. FAA allows waivers to the requirements and they are working on beyond line-of-sight requirements. Councilmember Miller asked how long the Research & Development

(R&D) phase would be. Mr. Claridge clarified that the R&D phase would be one-year. Councilmember Miller asked what kind of interaction staff at the Fire Department would be needed. Mr. Claridge explained that it will be for set up with power and an ethernet connection and he does not see much interaction at the fire station. Councilmember Miller noted that this project has a lot of great potential, and hopes at the end of the phase there would be a benefit from the partnership to the City. Councilmember Gookin feels the City will get calls regarding privacy of individuals and the City might need to look at a policy for the future. Mr. Claridge explained that the drone would have flashing lights and identifiable markings. Councilmember Evans noted that the City should supply feedback to XCraft as calls come in. Councilmember English asked for clarification regarding the advantage to the City and questioned if the City will receive a discount in the future. Mr. Claridge noted that the primary benefit of the system would be to help first responders and save lives. He noted that once the pilot period is over he would work on a discount for the City. He hopes to have an end-to-end product by the end of the year, and then another year to make the systems readily available. Mayor Widmyer noted that he is glad that they are in the City of Coeur d'Alene.

MOTION: Motion by Miller, seconded by Gookin to approve **Resolution No. 18-039**, approving a letter of agreement with XCraft Enterprises, Inc. for temporary installation and testing of the commercial drone system First IZ.

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

COUNCIL BILL NO. 18-1017

AN ORDINANCE AMENDING SECTION 13.08.030 OF THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, TO CLARIFY THE EFFECTIVE DATE OF NEW FEES IN EACH YEAR; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

STAFF REPORT: Wastewater Superintendent Mike Anderson noted that on March 20, 2018, Council approved amendments to Coeur d'Alene Municipal Code sections 13.08.010, 13.08.020, and 13.16.010, adjusting, among other items, residential and commercial wastewater service and usage charges. The requested change to section 13.08.030 is to clarify the date that rate changes are effective to be annually on April 1.

MOTION: Motion by McEvers, seconded by Miller, to dispense with the rule and read **Council Bill No. 18-1017** once by title only.

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

MOTION: Motion by McEvers, seconded by Miller, to adopt **Council Bill 18-1017**.

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

Draft

COUNCIL BILL NO. 18-1018

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ADDING A NEW CHAPTER 10.03 ENTITLED COMPLETE STREETS, TO THE COEUR D'ALENE MUNICIPAL CODE; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY; AND PROVIDING FOR AN EFFECTIVE DATE.

STAFF REPORT: City Engineer Chris Bosley explained that a “Complete Streets Policy” was previously adopted by the City of Coeur d’Alene in 2009, and was one of the first in Idaho. Complete Streets is a nationally recognized program in which communities require planners, engineers and designers to consider all modes of transportation when designing and building streets. Complete Streets does not require that all streets include sidewalks and bike lanes. It merely requires consideration of all modes where applicable because retrofitting existing streets to include these accommodations can be costly. Currently, staff already uses a Complete Streets approach; due in part to the City’s Complete Streets policy, and Mr. Bosley provided several existing examples within the City. The ordinance will require that designers complete a checklist to verify that all modes have been considered. The checklist asks questions such as “Is the street identified in the Trails and Bikeways Master Plan?” “Is a bus stop or a school within the area?” or “Do business delivery trucks use the street?” Mr. Bosley noted that it is a way of ensuring that items such as these are not missed in review, and is not intended to require trails and bikeways or bus stops on every street, but to consider already adopted plans and uses. A Complete Streets ordinance also strengthens the City’s standing as a Bicycle Friendly and Walk Friendly Community.

DISCUSSION: Councilmember McEvers noted that he has been enlightened as he thought it was all about bike trails. Mr. Bosley explained that the City already has a Trails and Bikeways Master Plan and it is more about considering all street users. Councilmember McEvers had questions regarding bike licensure and rules of the roads for bicyclists and noted that he feels streets should be for the cars. Mr. Bosley explained that bike lanes help keep bicyclists away from the curb and that bicyclists own houses or rent, which contribute to street costs from property taxes or taxes collected on their vehicles too. Councilmember Gookin noted that he had a few concerns such as the fact that the City is already built out and wondered how this affects the existing streets. Mr. Bosley explained that the City is developing streets all the time; for example, Seltice Way and Wilbur Avenue, and next year when connections are made to Government Way, it would be an opportunity for connectivity. Councilmember Gookin asked how this code would be enforced. Mr. Bosley explained that it would come through a City project review, wherein they would provide developers the checklist, which gets the designers to think about these concepts. Councilmember Gookin asked for clarification regarding final exceptions to the codes going to both the City Engineer and Pedestrian Bicycle Committee. Mr. Bosley explained that he wanted two sign-offs on exceptions and variances to ensure dual review, as there may be locations that are not safe for a bike path. Councilmember Miller asked about the cost burden and who would be responsible for the costs of the program. Mr. Bosley explained that when a developer builds a street they would have to build to the City Standard Drawings and most of the required road widths can accept bike lanes. Sidewalks are good idea

generally, but bike lanes are not always a good idea. Councilmember Miller said that when the City moves to an ordinance, it should be cautious of unintended consequences. Mr. Bosley noted that this code would only apply to public works projects and reconstructing a street in whole, not for a couple hundred feet.

MOTION: Motion by Evans, seconded by English, to dispense with the rule and read **Council Bill No. 18-1018** once by title only.

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

MOTION: Motion by Evans, seconded by English, to adopt **Council Bill 18-1018**.

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

COUNCIL BILL NO. 18-1019

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM R-3 AND C-17 TO R-17, SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: TWO EXISTING PARCELS LOCATED NEAR THE SOUTHWEST CORNER OF THE INTERSECTION OF PRAIRIE AVENUE AND RAMSEY ROAD; 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.

MOTION: Motion by Gookin, seconded by Evans, to dispense with the rule and read **Council Bill No. 18-1019** once by title only.

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

MOTION: Motion by Gookin, seconded by McEvers, to adopt **Council Bill 18-1019**.

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

RESOLUTION NO. 18-040

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING A NOTICE OF TIME AND PLACE OF PUBLIC HEARING OF THE PROPOSED BUDGET FOR FISCAL YEAR 2018-2019, 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, 2018:

	FY 2015-16 ACTUAL	FY 2016-17 ACTUAL	FY 2017-18 BUDGET	FY 2018-19 PROPOSED
GENERAL FUND EXPENDITURES:				
Mayor and Council	234,867	232,306	\$ 244,736	\$ 264,244
Administration	285,922	382,626	380,413	319,927
Finance Department	778,137	1,139,676	1,205,225	1,181,930
Municipal Services	1,594,369	1,644,861	1,788,550	1,879,918
Human Resources	232,632	281,626	311,711	386,888
Legal Department	1,223,419	1,196,573	1,197,425	1,230,996
Planning Department	509,286	553,387	717,644	727,138
Building Maintenance	436,998	453,913	515,303	552,221
Police Department	12,831,491	13,165,412	13,584,524	14,627,277
Drug Task Force	10,008	13,097	30,710	100,000
Police Department Grants	266,471	210,860	121,939	115,533
Fire Department	11,801,552	12,575,064	9,709,001	10,188,866
General Government	233,888	1,614,877	105,900	86,850
Streets/Garage	4,425,371	4,538,448	4,782,038	5,359,109
Parks Department	1,939,542	2,092,225	2,102,365	2,299,943
Recreation Department	686,950	599,770	756,075	761,882
Building Inspection	934,178	959,708	876,593	958,977
TOTAL GENERAL FUND EXPENDITURES:	\$ 38,425,081	\$ 41,654,429	\$ 38,430,152	\$ 41,041,699

	FY 2015-16 ACTUAL	FY 2016-17 ACTUAL	FY 2017-18 BUDGET	FY 2018-19 PROPOSED
SPECIAL REVENUE FUND EXPENDITURES:				
Library Fund	\$ 1,479,052	\$ 1,563,835	\$ 1,618,412	\$ 1,722,412
Community Development Block Grant	527,129	111,746	384,049	408,854
Impact Fee Fund	1,964,605	1,101,900	745,000	521,500
Parks Capital Improvements	409,928	195,569	146,500	131,500
Annexation Fee Fund		193,000	398,240	286,000
Insurance / Risk Management	362,398			
Cemetery Fund	313,712	319,703	294,307	389,878
Cemetery Perpetual Care Fund	133,747	156,534	157,000	207,000
Jewett House	24,213	15,429	25,855	30,955
Reforestation/Street Trees/Community Canopy	101,461	3,392	107,000	110,000
Arts Commission	144	76,675		
Public Art Funds	49,987	88,712	443,500	348,500
TOTAL SPECIAL FUNDS:	\$ 5,366,376	\$ 3,826,495	\$ 4,319,863	\$ 4,156,599
ENTERPRISE FUND EXPENDITURES:				
Street Lighting Fund	633,075	658,543	\$ 639,720	\$ 650,050
Water Fund	7,639,090	7,771,847	10,027,434	12,195,115
Wastewater Fund	14,828,570	19,609,963	22,784,368	19,756,829
Water Cap Fee Fund	190,240	205,902	866,000	1,700,000
WWTP Cap Fees Fund	1,068,326	596,206	2,200,000	1,000,000
Sanitation Fund	3,663,811	3,291,781	3,500,806	4,154,083
City Parking Fund	547,023	603,382	354,846	289,880
Drainage	1,144,826	899,681	1,267,818	1,799,547
TOTAL ENTERPRISE EXPENDITURES:	\$ 29,714,961	\$ 33,637,305	\$ 41,640,992	\$ 41,545,504
FIDUCIARY FUNDS:	2,753,195	2,790,838	\$ 2,957,753	\$ 2,961,959
STREET CAPITAL PROJECTS FUNDS:	1,166,152	3,359,601	1,237,000	731,000
DEBT SERVICE FUNDS:	882,882	931,104	882,181	876,931
GRAND TOTAL OF ALL EXPENDITURES:	\$ 78,308,647	\$ 86,199,772	\$ 89,467,941	\$ 91,313,692
ESTIMATED REVENUES:				
Property Taxes:				
General Levy	\$ 17,677,328	\$ 19,353,373	\$ 19,520,180	\$ 20,545,865
Library Levy	1,460,931	1,562,216	1,582,257	1,690,063
Policeman's Retirement Fund Levy	150,972			
Comprehensive Liability Plan Levy	335,320			
Fireman's Retirement Fund Levy	250,000	250,000	250,000	250,000
2006 and 2008 G.O. Bond Levy	869,321	894,420	879,681	876,931
TOTAL REVENUE FROM PROPERTY TAXES:	\$ 20,743,872	\$ 22,060,009	\$ 22,232,118	\$ 23,362,859

	FY 2015-16 ACTUAL	FY 2016-17 ACTUAL	FY 2017-18 BUDGET	FY 2018-19 PROPOSED
ESTIMATED OTHER REVENUES:				
Interfund Transfers	\$ 4,305,648	\$ 3,620,599	\$ 6,593,989	\$ 6,294,930
Beginning Balance	40,843,399	42,806,074	18,366,763	23,418,751
Other Revenue:				
General Fund	16,433,686	17,161,734	16,167,273	16,935,034
Library Fund	34,013	35,173	36,155	35,100
Community Development Block Grant	527,129	111,745	384,049	408,854
Parks Capital Improvement Fund	175,222	172,301	134,500	164,000
Insurance/Risk Management	86			
Cemetery	187,318	182,200	178,127	187,000
Annexation Fee Fund	216,107	458,526		1,000
Impact Fee Fund	797,530	840,271	785,000	870,000
Cemetery Perpetual Care Fund	32,747	3,563	30,000	20,000
Jewett House	16,972	16,964	11,000	16,000
Reforestation	11,223	91,829	3,000	3,000
Street Trees	68,255	5,521	84,250	84,250
Community Canopy	903	2,664	2,000	2,000
Arts Commission	7			
Public Art Funds	134,510	118,193	100,000	104,000
Street Lighting Fund	523,817	531,082	529,000	558,152
Water Fund	7,538,786	6,060,777	6,582,120	7,889,400
Wastewater Fund	9,543,575	9,788,926	18,204,730	14,930,251
Water Capitalization Fees	972,136	1,087,709	866,000	1,000,000
WWTP Capitalization Fees	1,902,578	1,931,112	1,010,000	1,360,000
Sanitation Fund	3,820,140	4,131,448	4,545,200	4,211,000
City Parking Fund	197,868	525,574	355,546	496,566
Drainage	1,025,501	1,043,326	1,029,482	1,032,088
Fiduciary Funds	2,643,966	2,319,688	2,740,550	2,728,500
Capital Projects Fund	203,064	2,082,853	260,000	142,500
Debt Service Fund	69,007	13,731		
TOTAL REVENUE OTHER THAN PROPERTY TAXES	\$ 92,225,193	\$ 95,143,583	\$ 78,998,734	\$ 82,892,376
SUMMARY:				
	FY 2015-16 ACTUAL	FY 2016-17 ACTUAL	FY 2017-18 BUDGET	FY 2018-19 PROPOSED
PROPERTY TAXES	\$ 20,743,872	\$ 22,060,009	\$ 22,232,118	\$ 23,362,859
OTHER THAN PROPERTY TAXES	92,225,193	95,143,583	78,998,734	82,892,376
TOTAL ESTIMATED REVENUES	\$ 112,969,065	\$117,203,592	\$101,230,852	\$106,255,235

STAFF REPORT: City Comptroller Vonnie Jensen noted that the proposed resolution sets the public hearing date and the high dollar amount (\$91,313,692) in expenditures for the 2018-2019 Fiscal Year Financial Plan (Annual Appropriation). The financial plan is an estimate of revenues and expenditures 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 3 percent increase in property

tax revenue (\$640,573), new growth from property taxes (\$492,918), but no foregone property taxes. She reviewed the prior year's new construction impact, and statewide comparisons regarding foregone amounts, noting the City is second in foregone balance. The current Fund Balance is \$8,328,872, which is 20 percent of expenses. Ms. Jensen noted that over the past ten years the Fund Balance has ranged from 11.62 percent to 21.53 percent. This year, staff is recommending capital items be funded through the Fund Balance (\$607,819). She noted that the proposed budget includes 3.6 FTE increase in personnel at a cost of \$241,481. Additionally, Ms. Jensen reviewed the levy rate for 2018 at \$5.21 compared to 2017 at \$5.51 and provided an example of the impact to a house valued at \$255,000 showing a drop by \$3.87.

DISCUSSION: Councilmember Gookin asked if the labor contract negotiations go down in costs would the City lessen the property tax burden. Mayor Widmyer clarified that the known numbers will be provided prior to the setting of the final budget, as only one negotiation is still in process. Councilmember McEvers mentioned the tax rate differences between Coeur d'Alene versus Post Falls and Hayden, noting that Coeur d'Alene remains a good deal. The Mayor reiterated that this resolution sets the high water mark and over the next four weeks, a lot of discussion and changes could occur before the public hearing. Councilmember McEvers noted that the high water mark includes a 3 percent property tax increase and that the Council can come back and take less. Ms. Jensen confirmed that the Council could take less, not more. Mayor Widmyer thanked Ms. Jensen for her work on the budget and for providing various numbers throughout the negotiations process.

MOTION: Motion by McEvers, seconded by English to approve **Resolution No. 18-040**, setting the Preliminary Budget for Fiscal Year 2018- 2019 and scheduling a public hearing for September 4, 2018.

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

RESOLUTION NO. 18-041

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE DONATIONS OF THE FOLLOWING ARTWORK TO THE CITY'S PUBLIC ART COLLECTION: "THE VALENTINE" BY GEORGE LUNDEEN, DONATED BY DR. DAVID SCHREIBER; "ENDURING SPIRIT" BY DAVE YOUNG, DONATED BY STEVE AND DANA WETZEL; "THE IDAHO LUMBERJACK" BY TERRY LEE, DONATED BY MARK BRINKMEYER; AND "THE HONEY BUMBLE" BY MELISSA COLE AND BRAD MCDONALD, DONATED BY JERRY DICKER.

STAFF REPORT: City Administrator Troy Tymesen noted that the City's Arts Commission has been charged with the oversight of the Public Art program. Oversight responsibilities of the commission include donations of artwork to the public collection. The Arts Commission has recently been approached regarding the donation of the following four pieces of public art: "The Valentine," a 48" x 76" x 43" bronze statue by artist George Lundeen, appraised at \$135,000, donated by Dr. David Schreiber of Coeur d'Alene, to be placed on a concrete pad in McEuen Park. "Enduring Spirit," a granite sculpture of a meditative woman by local artist, Dale Young,

valued at approximately \$2,900, donated by Steve and Dana Wetzel of Coeur d'Alene, to be placed outside of the Coeur d'Alene Public Library, at the northeast corner next to the sidewalk. "The Idaho Lumberjack," an approximate 6' tall bronze statue of a lumberjack by local artist, Terry Lee, valued at approximately \$60,000, donated by Mark Brinkmeyer, dba Idaho Forest Group, to be placed on the southwest corner of 6th & Front Avenues, next to the "Working Man" and "The Idaho Farmer" sculptures by the same artist. The "Honey Bumble" an enameled steel sculpture of a flower and honey bee, approximately 30"x 30"x 24," to be placed in front of the "Honey Eatery" restaurant on Sherman Avenue in Coeur d'Alene. The sculpture will be created by Spokane artists Melissa Cole and Brad McDonald and is valued at approximately \$9,500. The donor is Jerry Dicker of Spokane. There is no cost to the City for the art pieces themselves, but there will be costs associated with the installation of the pieces, which will be covered by the Public Art Fund. There is a dedicated art maintenance fund to pay ongoing expenses. The art pieces will be included in the City's assets and covered by insurance. The Arts Commission has reviewed the proposed donations and recommends that they be accepted into the City of Coeur d'Alene's public art collection.

DISCUSSION: Councilmember Gookin questioned the donation of the "Honey Bumble" piece by the owner of the Honey Eatery and wondered if the City had a policy regarding the placement of donated art. Mr. Tymesen noted that the City would work on a location to ensure ADA Access, etc. Councilmember Gookin noted that the "Valentine" piece is catalog art and is not original, whereas the "Lumberjack" celebrates the community's history. Mr. Tymesen explained that the policy does not speak to donations as needing to be originals, and the commission looked at criteria such as artistic merit and there are only approximately 20 of these pieces throughout the country. Councilmember Evans noted the Arts Commission spent a lot of time discussing this piece. She explained that during a recent visit to Beaver Creek, Colorado she noted that this artist had several pieces of different presidents throughout a development and watched tourists go from one to the next as an interactive art arena and many enjoyed it. She thinks it would be a fun piece to have in McEuen and would be very interactive for the community. Councilmember Miller noted that these donated pieces had a requested location, and wanted to ensure that there is no guarantee of placement into perpetuity. Mr. Tymesen explained that the Commission likes to receive input from the donors, and that the donations and memories are important to the donors and they try to respect the placement request, but there is no commitment for future placement and the art pieces will become a city asset. Mayor Widmyer noted that the City would have to be very cognizant of ADA rules for placement on the sidewalks. Councilmember Gookin noted that he is supportive of a curator for the City's art collection.

MOTION: Motion by Gookin, seconded by Miller to approve **Resolution No. 18-041**, acceptance of public art donations of "Enduring Spirit," and "The Idaho Lumberjack," to the public art collection.

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

MOTION: Motion by Evans, seconded by Miller to approve **Resolution No. 18-041**, acceptance of public art donations of "The Valentine" and the "Honey Bumble" to the public art collection.

DISCUSSION: Councilmember Miller clarified that the contract for donation is not tied to the locations into perpetuity. Mr. Tymesen confirmed the agreements for donation do not guarantee future placement.

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

RESOLUTION NO. 18-042

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING AN AGREEMENT WITH THE COEUR D'ALENE DOWNTOWN ASSOCIATION FOR THE PERFORMANCE OF ADMINISTRATIVE DUTIES AND RESPONSIBILITIES WITH RESPECT TO PARKING IN THE CITY OF COEUR D'ALENE.

STAFF REPORT: City Administrator Troy Tymesen explained that over the last 28 years, the City has entered into several agreements with the Coeur d'Alene Downtown Association. By these agreements, the Association has among other things managed for the City the Business Improvement District and downtown parking, partnered with the City to review policies and ordinances to further the interests of the City, participated in the Parking Commission on behalf of the City, and facilitated and coordinated with the City for the placement of signs, flowers, and other improvements to the downtown area. The Association has performed these tasks in a professional and competent manner. The City has also contracted with Diamond Parking, Inc., for the purpose of enforcing City ordinances regarding on-street parking, and in its parking and mooring facilities. However, the City continues to perform many administrative functions related to parking, including the management of its contract with Diamond Parking, handling customer service inquiries and parking appeals, and overseeing collection activities. The Association has indicated its willingness and ability to assume the City's administrative duties and responsibilities with respect to parking. Under the proposed Agreement, the City will pay the Association thirty thousand dollars (\$30,000) per year. The initial term will be one year, with automatic renewals for two additional one-year terms. There are two other parking facilities coming on line in the near future.

DISCUSSION: Councilmember McEvers asked for confirmation that the Downtown Association will be handling the ticket appeals, have the authority to hear and make appeal determinations, and asked if they will get a percentage of the dollars collected. Mr. Tymesen clarified that they will not receive a percentage of collections, and they will help with collections but the City still sets policy. Councilmember Miller asked if there will be a separate telephone number for the parking services so there is no confusion on who to contact, and asked if the Parking Commission will stay as an appointed committee or if their function will change. Mr. Tymesen clarified that the function of the Parking Commission will not change. Councilmember Miller noted that she thinks it is a good partnership and parking issues are closest to the Downtown Association. Mr. Tymesen noted that the Downtown Association would handle the appeals for the entire City. Councilmember English clarified that the expense of this comes from the parking revenue, so it is paid for through user fees.

MOTION: Motion by Gookin, seconded by English to approve **Resolution No. 18-042**, Agreement with the Downtown Association for parking administration.

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

LEGISLATIVE PUBLIC HEARING REGARDING VARIOUS FEE AMENDMENTS INCLUDING CLARIFICATIONS, INCREASES, AND DELETIONS TO FEES FOR THE PLANNING, MUNICIPAL SERVICES, WASTEWATER, AND WATER DEPARTMENTS

STAFF REPORT: Municipal Services Director Renata McLeod presented the proposed amendments to the fees for the Planning, Municipal Services, Wastewater and Water Departments. She noted that while the Idaho Code only requires a hearing for fee increase of 5 percent or more, staff is presenting some clarifications and deletions for clarity and tracking. Requests include expedited processing fee for Catering Permits, Outdoor Assembly fees bond/security, and Parade and Special Event Security Deposits/violations for the Municipal Services Department. The Planning Department had several clarifications to the Design Review costs with the addition of Design Departure and Minor Alteration/Modification fees, the addition of an Interpretation fee and an increase in the Planned Unit Development Request fee to include the Final Development Plan fee that is now removed as a separate fee. The addition of Cell Tower SUP fees to include additional consultant costs if needed, increase in annexation fees, reduction of legal annexation agreement preparation fees, a new fee for de-annexation requests, and increase in hearing examiner fees. The Wastewater Department is requesting the inclusion of the Huetter Interceptor fee and removal of several fees regarding sewage dumping and sewer stub fees that are no longer utilized. The Water Department requests an increase to the Call-Out Water Service fee and clarifications to other call-out categories, an increase to delinquent utility charges, and removal of the penalty section regarding log sheets. It is staff's hope to have the fee schedule reflect current practices and add clarity to the fee categories.

DISCUSSION: Councilmember McEvers asked for clarification regarding the design review fees. Community Planning Director Hilary Anderson explained the fees are being clarified when one changes the design they have to go back through the Design Review Commission and will not be charged the full application fee. Discussion ensued regarding when items have to go forward to a design review. Ms. Anderson clarified that this is a process to try to have developers pay their fair share of development, rather than the general taxpayer.

PUBLIC COMMENT: Mayor Widmyer opened public comment and with none being heard, public comment was closed.

MOTION: Motion by English, seconded by Evans to approve **Resolution No. 18-041**, approving various fee amendments including clarifications, increases, and deletions to fees for the Planning, Municipal Services, Wastewater, and Water Departments.

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

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

The meeting adjourned at 8:16 p.m.

ATTEST:

Steve Widmyer, Mayor

Renata McLeod, CMC, City Clerk

**GENERAL SERVICES COMMITTEE
MINUTES
August 13, 2018
12:00 p.m., Library Community Room**

COMMITTEE MEMBERS

Councilmember Ron Edinger, Chairperson
Councilmember Dan Gookin
Councilmember Amy Evans

STAFF

Juanita Knight, Senior Legal Assistant
Troy Tymesen, City Administrator
Kenny Gabriel, Fire Chief
Lee White, Police Chief
Dave Hagar, Police Captain
Mike Gridley, City Attorney
Eric Hollenbeck, IT System Analyst Coord.
Lucas Pichette, Fire Captain

***THE FOLLOWING ITEMS ARE ACTION ITEMS:

**Item 1. Approval of a contract with Tyree Riggs for Bike Rack / Public Art at the CDA Public Library.
(Consent Resolution)**

Troy Tymesen, City Administrator, is requesting Council approve the contract with Tyree Riggs for a bike rack/public art at the Coeur d’Alene Public Library in the amount not to exceed \$9,000.00. Mr. Tymesen explained in his staff report that the Arts Commission issued a local Call to Artists for an artistic/functional bike racks for the lower level of the Coeur d’Alene Public Library. Four submissions were received, and after a thorough review by the selection committee, the Arts Commission recommended the Tyree Riggs piece entitled “The Viking Ship” for the bike rack to be located on the lower level of the library. The contract calls for the bike rack to be constructed and installed by May 31, 2019. The contract amount would be for an amount not to exceed \$9,000. Funding for the bike rack will come from the Arts Fund – Lake District URD. Ignite CDA annually provides 2 percent of its income to the city for public art within the two urban renewal districts.

Councilmember Gookin said the racks are very nice. He also commented that there are other parts of the city that could use additional bike racks as well.

MOTION: by Evans, seconded by Gookin, to recommend that Council approve the contract with Tyree Riggs for the Bike Rack / Public Art at the Coeur d’Alene, Public Library. Motion Carried.

**Item 2. Approval of Consulting Contract with James Washko.
(Consent Resolution)**

Kenny Gabriel, Fire Chief, said he was approached by Deputy Chief James Washko regarding a possible consulting contract and him retiring from the Fire Department. He said he has been an advocate for this program as it helps with the transition of new chief officers and we do not suddenly lose the years of experience and wealth of knowledge we have invested in our employees. Chief Gabriel explained in his staff report that Jim’s area of responsibility revolves around support services. This includes grants writing and monitoring, buildings and grounds, apparatus and facilities maintenance, communications and specialty teams. Jim is also our representative in the Governor appointed Local Emergency Planning Committee, 9-1-1 advisory

board, and Kootenai County Exercise Design committee. In an effort to make a seamless transition we would ask that he be allowed to mentor the new Chief Officer in the above arenas. Specifically the State sanctioned technical rescue team has a number of aspects to it, including grant submission and administration, on-site visits from Idaho Bureau of Emergency Management to access all our records for training and equipment tracking. Operational issues to include mission readiness and training for the team. The team leader also has to attend quarterly meetings with the Bureau of Emergency Management and the other three team leaders from around the State. It would be advantageous to have him help the new Chief with the first couple of these meetings.

Chief Gabriel also noted that there is a large amount of funds placed in our Department's infrastructure. Having the ability to contact Jim, who has been in charge of these projects for 15 years, will save us money as well as assure we continue the level of service that we demand.

Councilmember Gookin asked how Mr. Washko's hours worked will be tracked. Chief Gabriel said his executive assistant has developed a time-sheet that will be used to log anytime Mr. Washko is called or asked to come in to assist with a project. Chief Gabriel said he and his executive assistant will monitor and keep track of the time.

MOTION: by Gookin, seconded by Evans, to recommend that Council approve a Consulting Contract with James Washko. Motion Carried.

**Item 3. Authorization to apply for and accept, if awarded, FY 2018 Traffic Enforcement Equipment Grant Agreement (TEEGA).
(Consent Calendar)**

Eric Hollenbeck, IT System Analyst Coordinator, is requesting Council allow the Police Department to apply for and accept, if awarded, a 2018 Traffic Enforcement Equipment Grant Agreement (TEEGA) through the Idaho Transportation Department Office of Highway Safety to purchase 40 Driver's License Barcode Readers. The request will be for \$11,800. Mr. Hollenbeck explained in his staff report that the department had purchased and used an E-Ticket program supported by a company called Aptean. The Idaho Transportation Department has acquired a Statewide E-Ticketing (SWET) program and is making it available to all law enforcement agencies in Idaho. The software is completely free and is offering the TEEGA grant to purchase barcode readers, printers and laptops. We already have and maintain printers and computers that can run SWET. The barcode readers we currently have, made by E-Seek, are not supported by SWET. The total cost of 40 Barcode Readers is \$11,800. There is a 25% match to the grant. Our cost will be \$2,970. All funding allocated goes towards the purchasing of the Driver's License Barcode Readers. Without this grant opportunity the Department will have to pay for all \$11,800 to make use the software. The department can absorb the match of \$2970 in the current budget. If awarded, the Department will acquire the capability to have barcode readers that will work with the new program. Installation and maintenance will be done in-house. The barcode readers will work with a variety of programs and not be limited to SWET alone, increasing the barcode reader's functionality.

Captain Hagar noted that this system is a time saver. It allows an officer to scan a driver's license instead of taking the time to write all the information down. He added that this is a state wide system that has been built by law enforcement in southern Idaho. We anticipate no longer needing the yearly maintenance fees for Aptean amounting to a \$1,500 per year savings with this changeover. Additionally, the old barcode readers

have been failing due to age and use. This grant will allow us to replace the aging equipment with newer, more reliable equipment. The new system will be compatible with the new court system as well as the PD's record management system which creates an efficiency that is very important to the Police Department.

Councilmember Evans asked to clarify that this is a purchase that would need to be made regardless & that this is an opportunity to get 75% of the cost covered by a grant. Mr. Hollenbeck said that is correct.

MOTION: by Evans, seconded by Gookin, to recommend that Council authorize the Police Department to apply for and accept, if awarded, the FY 2018 Traffic Enforcement Equipment Grant Agreement. Motion Carried.

Item 4. Approval of an agreement with KCSO for encrypted channel communications during emergencies.
(Consent Resolution)

Lucas Pichette, Fire Captain, is asking Council to approve an agreement with Kootenai County Sheriff's Office that would allow multiple agencies, including ours, the ability to communicate on their encrypted channels during emergencies.

Mr. Pichette explained in his staff report that on July 12th of this year KCSO and CDA PD encrypted channels to keep potential suspects from listening to radio traffic prior to PD arrest or intervention. Since that time other emergency agencies have been unable to communicate with PD on these channels. During emergencies communication is of utmost importance to running an effective and safe emergency. Recently the Kootenai County Fire Chiefs Association has come up with an agreement with the 9-1-1 advisory board to allow other agencies the ability to have access to these channels. This agreement has zero cost to the City.

MOTION: by Gookin, seconded by Evans, to recommend that Council approve an agreement with Kootenai County Sheriff's Office for encrypted channel communications during emergencies. Motion Carried.

The meeting adjourned at 12:15 p.m.

Respectfully submitted,



Juanita Knight
General Services Committee Liaison

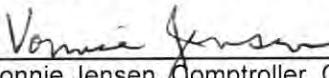
AUG 9 2018

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

CITY CLERK

FUND	BALANCE 6/30/2018	RECEIPTS	DISBURSE- MENTS	BALANCE 7/31/2018
<u>General-Designated</u>	\$1,690,815	\$113,138	\$116,388	\$1,687,565
<u>General-Undesignated</u>	8,741,322	17,514,997	10,918,554	15,337,765
<u>Special Revenue:</u>				
Library	84,225	555,094	157,428	481,891
CDBG	18,138		4,350	13,788
Cemetery	34,855	31,255	32,542	33,568
Parks Capital Improvements	940,571	22,078	258,117	704,532
Impact Fees	2,932,330	141,457	43,900	3,029,887
Annexation Fees	287,549	426		287,975
Cemetery P/C	1,514,043	6,150	25,778	1,494,415
Jewett House	29,796	13,082	1,734	41,144
Reforestation	30,610	197		30,807
Street Trees	191,604	5,384	10,500	186,488
Community Canopy	3,277	5		3,282
Public Art Fund	65,614	97	40	65,671
Public Art Fund - ignite	555,680	824	11,735	544,769
Public Art Fund - Maintenance	84,611	125	126	84,610
<u>Debt Service:</u>				
2015 G.O. Bonds	566,829	307,880	813,897	60,812
<u>Capital Projects:</u>				
Street Projects	604,800	896	21,426	584,270
<u>Enterprise:</u>				
Street Lights	(15,816)	47,110	50,871	(19,577)
Water	2,545,600	745,953	506,442	2,785,111
Water Capitalization Fees	6,109,293	183,177	15,993	6,276,477
Wastewater	8,145,692	953,622	2,389,176	6,710,138
Wastewater-Reserved	1,121,181	27,500		1,148,681
WWTP Capitalization Fees	966,181	333,776		1,299,957
WW Property Mgmt	60,668			60,668
Sanitation	1,396,330	377,961	302,142	1,472,149
Public Parking	(940,459)	238,438	103,485	(805,506)
Drainage	1,066,715	91,651	37,318	1,121,048
Wastewater Debt Service	1,035,801	1,099,864	1,098,329	1,037,336
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	227,220	242,071	227,220	242,071
LID Advance Payments	12			12
Police Retirement	1,122,751	14,215	43,435	1,093,531
Sales Tax	1,664	1,531	1,664	1,531
BID	188,628	3,780		192,408
Homeless Trust Fund	352	1,934		2,286
GRAND TOTAL	<u>\$41,408,481</u>	<u>\$23,075,668</u>	<u>\$17,192,590</u>	<u>\$47,291,559</u>

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



Vonnice Jensen, Comptroller, City of Coeur d'Alene, Idaho

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
TEN MONTHS ENDED
July 31, 2018

RECEIVED

AUG 9 2018

CITY CLERK

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 7/31/2018	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$233,336	\$192,736	83%
	Services/Supplies	11,400	7,888	69%
Administration	Personnel Services	357,463	296,193	83%
	Services/Supplies	22,950	21,233	93%
Finance	Personnel Services	744,010	507,802	68%
	Services/Supplies	461,215	443,350	96%
Municipal Services	Personnel Services	1,283,631	1,102,657	86%
	Services/Supplies	494,919	379,391	77%
	Capital Outlay	10,000	9,385	94%
Human Resources	Personnel Services	255,486	199,290	78%
	Services/Supplies	56,225	29,808	53%
Legal	Personnel Services	1,132,172	942,400	83%
	Services/Supplies	65,253	41,391	63%
Planning	Personnel Services	582,544	432,162	74%
	Services/Supplies	135,100	61,621	46%
	Capital Outlay			
Building Maintenance	Personnel Services	362,828	272,402	75%
	Services/Supplies	152,475	139,622	92%
	Capital Outlay			
Police	Personnel Services	12,405,906	10,117,688	82%
	Services/Supplies	1,143,778	936,229	82%
	Capital Outlay	34,840	77,803	223%
Fire	Personnel Services	9,101,092	7,752,013	85%
	Services/Supplies	607,909	443,974	73%
	Capital Outlay		229,685	
General Government	Services/Supplies	105,900	111,631	105%
	Capital Outlay		8,611,032	
Byrne Grant (Federal)	Services/Supplies		21,534	
	Capital Outlay			
COPS Grant	Personnel Services	121,939	49,219	40%
CdA Drug Task Force	Services/Supplies	30,710	3,700	12%
	Capital Outlay		22,150	
Streets	Personnel Services	2,694,412	2,217,679	82%
	Services/Supplies	1,459,540	426,559	29%
	Capital Outlay	287,000	265,235	92%

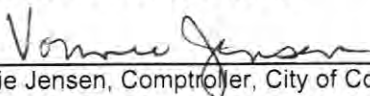
CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
TEN MONTHS ENDED
July 31, 2018

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 7/31/2018	PERCENT EXPENDED
Engineering Services	Personnel Services	242,736	209,641	86%
	Services/Supplies	98,350	101,387	103%
	Capital Outlay			
Parks	Personnel Services	1,483,915	1,134,496	76%
	Services/Supplies	558,450	389,731	70%
	Capital Outlay	60,000	55,960	93%
Recreation	Personnel Services	559,345	436,541	78%
	Services/Supplies	190,330	128,938	68%
	Capital Outlay	6,400	47,546	743%
Building Inspection	Personnel Services	836,397	706,890	85%
	Services/Supplies	40,196	22,877	57%
	Capital Outlay			
Total General Fund		<u>38,430,152</u>	<u>39,599,469</u>	<u>103%</u>
Library	Personnel Services	1,250,412	1,009,669	81%
	Services/Supplies	208,000	193,044	93%
	Capital Outlay	160,000	122,691	77%
CDBG	Services/Supplies	384,049	119,619	31%
Cemetery	Personnel Services	193,807	157,969	82%
	Services/Supplies	100,500	80,826	80%
	Capital Outlay			
Impact Fees	Services/Supplies	745,000	515,631	69%
Annexation Fees	Services/Supplies	398,240	398,240	100%
Parks Capital Improvements	Capital Outlay	146,500	444,623	303%
Cemetery Perpetual Care	Services/Supplies	157,000	130,146	83%
Jewett House	Services/Supplies	25,855	7,489	29%
Reforestation	Services/Supplies	5,000	399	8%
Street Trees	Services/Supplies	100,000	91,521	92%
Community Canopy	Services/Supplies	2,000	621	31%
Public Art Fund	Services/Supplies	443,500	127,452	29%
		<u>4,319,863</u>	<u>3,399,940</u>	<u>79%</u>
Debt Service Fund		<u>882,181</u>	<u>861,248</u>	<u>98%</u>

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
TEN MONTHS ENDED
July 31, 2018

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 7/31/2018	PERCENT EXPENDED
Seltice Way	Capital Outlay		(80,656)	
Seltice Way Sidewalks	Capital Outlay	332,000		
Traffic Calming	Capital Outlay	45,000	26,948	60%
Govt Way - Hanley to Prairie	Capital Outlay		5,585	
Levee Certification	Capital Outlay		55,002	
Fastlane Project	Capital Outlay			
Medina Avenue	Capital Outlay	160,000	15,421	10%
Kathleen Avenue Widening	Capital Outlay	195,000		
Margaret Avenue	Capital Outlay			
4th and Dalton	Capital Outlay	25,000		
US 95 Upgrade	Capital Outlay	195,000		
15th Street	Capital Outlay	60,000	8,296	14%
Ironwood	Capital Outlay	225,000		
		<u>1,237,000</u>	<u>30,596</u>	<u>2%</u>
Street Lights	Services/Supplies	639,720	504,743	79%
Water	Personnel Services	1,975,543	1,646,456	83%
	Services/Supplies	4,421,891	1,224,192	28%
	Capital Outlay	3,630,000	1,144,122	32%
Water Capitalization Fees	Services/Supplies	866,000		
Wastewater	Personnel Services	2,684,202	2,161,255	81%
	Services/Supplies	7,042,103	1,720,415	24%
	Capital Outlay	10,881,000	8,343,237	77%
	Debt Service	2,177,063	1,854,083	85%
WW Capitalization	Services/Supplies	2,200,000		
Sanitation	Services/Supplies	3,500,806	2,894,578	83%
Public Parking	Services/Supplies	271,846	204,613	75%
	Capital Outlay	83,000	1,037,142	1250%
Drainage	Personnel Services	111,160	92,550	83%
	Services/Supplies	794,658	345,695	44%
	Capital Outlay	362,000	174,728	48%
Total Enterprise Funds		<u>41,640,992</u>	<u>23,347,809</u>	<u>56%</u>
Kootenai County Solid Waste		2,600,000	1,988,399	76%
Police Retirement		176,554	146,344	83%
Business Improvement District		176,000	70,000	40%
Homeless Trust Fund		5,200	1,615	31%
Total Fiduciary Funds		<u>2,957,754</u>	<u>2,206,358</u>	<u>75%</u>
TOTALS:		<u>\$89,467,942</u>	<u>\$69,445,420</u>	<u>78%</u>

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



Vonnice Jensen, Comptroller, City of Coeur d'Alene, Idaho

RECEIVED

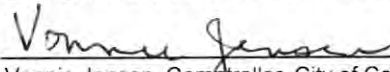
AUG 9 2018

CITY CLERK

City of Coeur d Alene
Cash and Investments
7/31/2018

Description	City's Balance
U.S. Bank	
Checking Account	1,219,133
Checking Account	21,827
Investment Account - Police Retirement	1,076,342
Investment Account - Cemetery Perpetual Care Fund	1,491,295
Wells Fargo Bank	
Federal Home Loan Bank Bond	998,007
Community 1st Bank	
Certificate of Deposit	1,006,659
Certificate of Deposit	205,603
Idaho Central Credit Union	
Certificate of Deposit	251,345
Idaho State Investment Pool	
State Investment Pool Account	40,764,135
Spokane Teacher's Credit Union	
Certificate of Deposit	255,088
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	<u><u>47,291,559</u></u>

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



Vonnice Jensen, Comptroller, City of Coeur d'Alene, Idaho

DATE: AUGUST 15, 2018
TO: MAYOR AND CITY COUNCIL
FROM: PLANNING DEPARTMENT
RE: SETTING OF PUBLIC HEARING DATE: SEPTEMBER 18, 2018

Mayor Widmyer,

The Planning Department has forwarded the following item to the City Council for scheduling of a public hearing. In keeping with state law and Council policy, the Council will set the date of the public hearing upon receipt of recommendation.

<u>ITEM NO.</u>	<u>REQUEST</u>	<u>COMMISSION ACTION</u>	<u>COMMENT</u>
ZC-3-18	Applicant: Melrose Properties, LLC Location: 925 W. Emma Request: A proposed zone change from R-12 to C-17L.	Recommended approval	QUASI-JUDICIAL

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **September 18, 2018**

RESOLUTION NO. 18-044

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE BELOW MENTIONED CONTRACTS AND AGREEMENTS, AND OTHER ACTION OF THE CITY OF COEUR D'ALENE, INCLUDING: A CONTRACT WITH TYREE RIGGS FOR A BIKE RACK/PUBLIC ART AT THE CDA PUBLIC LIBRARY; A RETIREMENT MEDICAL BENEFIT AGREEMENT WITH JAMES WASHKO; AN APPLICATION BY AND, IF AWARDED, AN AGREEMENT (TEEGA) FOR THE POLICE DEPARTMENT FOR A FY 2018 TRAFFIC ENFORCEMENT EQUIPMENT GRANT; AND AN AGREEMENT WITH THE KOOTENAI COUNTY SHERIFF'S OFFICE (KCSO) FOR ENCRYPTED CHANNEL COMMUNICATIONS DURING EMERGENCIES.

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

- A) An agreement with Tyree Riggs for a Bike Rack/Public Art at the CDA Public Library;
- B) A Retirement Medical Benefit Agreement for with James Washko;
- C) An application by and, if awarded, an agreement (TEEGA) for the Police Department for a FY 2018 Traffic Enforcement Equipment Grant; and
- D) An agreement with the Kootenai County Sheriff's Office (KCSO) for encrypted channel communications during emergencies;

AND

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

NOW, THEREFORE,

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

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and they are hereby authorized to execute such contracts and agreement, or such other documents as may required on behalf of the City.

DATED this 21st day of August, 2018.

Steve Widmyer, Mayor

ATTEST

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER ENGLISH Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

**GENERAL SERVICES COMMITTEE MEETING
STAFF REPORT**

DATE: August 13, 2018

FROM: TROY TYMESEN, CITY ADMINISTRATOR

RE: APPROVAL OF CONTRACT WITH TYREE RIGGS FOR BIKE RACK/
PUBLIC ART AT THE COEUR D'ALENE PUBLIC LIBRARY

DECISION POINT: To approve the contract with Tyree Riggs for a bike rack/public art at the Coeur d'Alene Public Library in the amount not to exceed \$9,000.00.

HISTORY: The City of Coeur d'Alene Arts Commission issued a local Call to Artists for an artistic/functional bike racks for the lower level of the Coeur d'Alene Public Library. Four submissions were received, and after a thorough review by the selection committee, the Arts Commission recommended the Tyree Riggs piece entitled "The Viking Ship" for the bike rack to be located on the lower level of the library (images attached).

The contract calls for the bike rack to be constructed and installed by May 31, 2019.

The "Viking Ship" bike rack will be constructed of double wall 16 g sheet metal, surface mounted with 3/16" steel plate, and powder coated in bronze with splashes of color enamel. The estimated length is approximately 15 feet with an overall width of 32" for optimal bike stability.

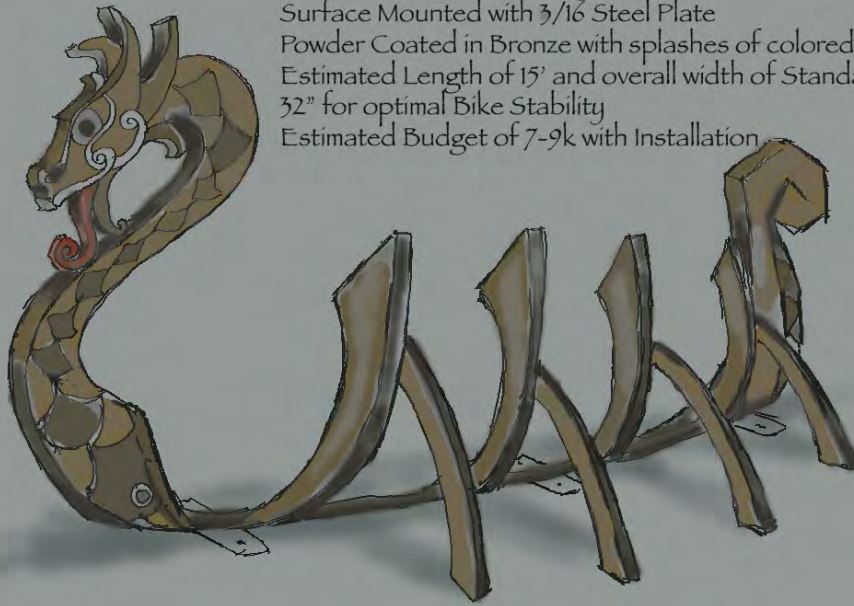
FINANCIAL: The contract amount would be for an amount not to exceed \$9,000. Funding for the bike rack will come from the Arts Fund – Lake District URD. Ignite CDA annually provides 2 percent of its income to the city for public art within the two urban renewal districts.

DECISION POINT/RECOMMENDATION: To approve the contract with Tyree Riggs for a new bike rack/public art at the Coeur d'Alene Public Library lower level in an amount not to exceed \$9,000.00.

The Viking Ship Bike Rack

by Tyree Riggs

Substantial Double wall 16g sheet metal construction
Surface Mounted with 3/16 Steel Plate
Powder Coated in Bronze with splashes of colored Enamel
Estimated Length of 15' and overall width of Standard
32" for optimal Bike Stability
Estimated Budget of 7-9k with Installation



Design, Fabrication and Installation Services Agreement
Public Library Bike Rack
“The Viking Ship Bike Rack”

THIS AGREEMENT is entered into this 21st day of August, 2018, by and between the City of Coeur d’Alene (hereinafter the “City”), acting by and through the City Administrator as liaison to the Arts Commission (hereinafter the “Agency”), with offices at 710 E. Mullan Avenue, Coeur d’Alene, Idaho 83814, and Tyree Riggs (hereinafter the “Artist”) whose address is 7104 Kidd Island Road, Coeur d’Alene, ID 83814.

WHEREAS, the Agency issued a Call to Artists for new artistic/functional bike racks for the upper and lower level of the Coeur d’Alene Public Library; and

WHEREAS, authority lies with the Agency to make contracts for the acquisition, design, execution, fabrication, transportation, and installation of artworks, including payments for the support of the artist selection process, design, execution, and placement of public Art; and

WHEREAS, after a thorough and robust review of the submissions by the selection committee of the Agency, the Agency recommended selection of the Riggs Artwork piece entitled “The Viking Ship Bike Rack” for the bike rack to be located on the lower level of the library (hereinafter the “Artwork”); and

WHEREAS, the Artist is a recognized and established artist of good reputation; and

WHEREAS, the Artist and the Agency wish to undertake the obligations expressed herein;

NOW, THEREFORE, in consideration of the above-stated premises and subject to the conditions hereinafter set forth, the parties agree as follows:

Article 1. Scope of Services.

1.1 Artist’s Obligations.

a. The Artist shall perform all services and furnish all supplies, material, and/or equipment as necessary for the design and fabrication of the Artwork at the Site in accordance with the specified schedule. Services shall be performed in a professional manner and in strict compliance with all terms and conditions of this Agreement.

b. The Artist shall determine the artistic expression, design, dimensions, and materials of the Artwork, subject to review and acceptance by the Agency as set forth in this Agreement. To ensure that the Artwork as installed comports with the selected design and does not interfere with the intended use of the Site, pedestrian and other

traffic flow, parking, and safety devices and procedures at the Site, the Artist's Design Concept as described in Section 1.3 shall be reviewed and approved by the Agency, other applicable City departments, and the project engineer to ensure compliance with these objectives.

d. The Artist shall complete the fabrication and installation of the Artwork by May 31, 2019.

e. The Artist shall secure any and all required licenses, permits, and similar legal authorizations at the Artist's expense as may be necessary for the installation of the Artwork at the Site.

f. The Artist shall arrange the transportation and installation of the Artwork in consultation with the Agency. If the Artist does not install the Artwork herself, the Artist shall supervise and approve the installation.

g. The Artist shall provide required insurance in amounts and limits specified in Article 6 and Exhibit 1.

h. The Artist shall provide a list of all subcontractors along with a copy of the agreement between the Artist and each subcontractor.

i. The Artist shall provide a maintenance manual with a description of all materials and products utilized in the Artwork, and the required care and upkeep necessary.

j. The Artist shall provide the Agency with photographic documentation of the Artwork.

k. The Artist shall be available upon reasonable advance notice for meetings, ceremonies and similar presentations, as necessary.

1.2 Agency's Obligations.

a. The Agency shall perform all obligations in strict compliance with all terms and conditions in this Agreement.

b. The Agency shall be responsible for providing the Artist, at no expense to the Artist, copies of existing designs, drawings, reports, list of required permits, and other existing relevant data, if any, which is needed by the Artist in order to perform her obligations under this Agreement.

c. The Agency shall be responsible for compliance with all applicable laws and regulations, including but not limited to zoning or environmental regulations, and shall explain any limitations imposed by such laws and/or regulations to the Artist.

- d. The Agency shall prepare the Site in accordance with the specifications detailed in the approved Design Concept as set out in Section 1.3 of this Agreement. The Agency shall be responsible for all expenses, labor, and equipment to prepare the Site for the timely receipt and installation of the Artwork. The Agency shall complete the Site preparations by the scheduled installation date as provided in Section 1.4(b)(1) of this Agreement, and shall contact the Artist in writing to inform her of any delays.
- e. The Agency shall provide and install a plaque on or near the Artwork containing a credit to the Artist in substantially the following form: Copyright © [The Artist's name and date of creation].
- f. The Agency shall not permit any use of the Artist's name or misuse of the Artwork which would reflect discredit on the Artist's reputation as an artist or which would violate the spirit of the Artwork, should such use or misuse be within the Agency's control.
- g. The Agency shall be responsible for leading the Artist through the required review process. The Agency shall be responsible for organizing and scheduling meetings with review entities and for providing the Artist written instructions for the materials required at such meetings.

1.3 Design.

a. Concept/Schematic

- 1. The Artwork consists of one bike rack, made of substantial double wall 16g sheet metal, powder coated in bronze with splashes of colored enamel. The estimated length is fifteen (15) feet, with an overall width of approximately thirty-two (32) inches. The intent is to surface mount the Artwork with 3/16" steel plates.
- 2. The Artist shall visit, examine, research and consider the Site and surrounding area. If applicable, the Artist shall also consult with representatives of the community and consider their input and concerns.
- 3. The Design must provide sufficient detail to permit the Agency to assure compliance with applicable local, state, or federal laws, ordinances, and regulations.

b. Design Approval

- 1. The Artist shall submit a final design, including drawings showing dimensions, within thirty (30) of the execution of the Agreement. Within fifteen (15) days after the Artist submits the Design, the Agency shall notify the Artist whether it approves or disapproves of the Design. The Agency shall have

discretion of approving outright or with conditions, or rejecting the Design. The Agency shall notify the Artist of any revisions to the Design as are necessary for the Artwork to comply with any applicable laws, ordinances, and regulations, and other reasons including, but not limited to, ensuring the physical integrity of the Artwork or its installation at the Site. If agreed upon by both parties, such revisions will become a part of the accepted Design.

2. If the Agency disapproves of the Design, the Agency will submit to the Artist in writing the reasons for such disapproval. In such event, the Artist will submit a revised Design within fifteen (15) days after the Agency has notified the Artist of its disapproval. The Artist will not be paid an additional fee for the revised Design.

c. Redesign

1. The revised Design will reflect changes made to address the Agency's stated reasons for disapproval, as well as any adjustments in the budget or schedule that may be necessary. The Agency shall notify the Artist in writing whether it approves or disapproves of the revised Design within fifteen (15) days after the Artist submits the revised Design.

2. If the Artist refuses to revise the Design pursuant to Section 1.3(b)(ii), or if the Artist fails to adequately revise the Design in the judgment of the Agency, this Agreement shall terminate and the parties shall be under no further obligation to each other as of the date of such termination. The effective date of termination shall be the date the Agency submits its written disapproval of the revised Design to the Artist. The Agency shall submit to the Artist a written termination notice with the disapproval. The termination notice shall advise the Artist that this Agreement has been terminated pursuant to this Article. The termination notice shall notify the Artist that the Artist is entitled to retain the compensation paid prior to the termination date, and that the parties are under no further obligation to each other. The termination notice shall confirm that the Artist shall retain ownership of all Designs, revised Designs, and renderings thereof submitted hereunder.

d. Final/Construction Documents

1. The Artist shall prepare structural drawings detailing every physical feature of the construction of the Artwork and its integration with the Site. These drawings and supplementary documents shall indicate any issues involved in the construction, integration, and maintenance of the Artwork, as well as the identity of any third party subcontractors needed to work on the project.

2. When appropriate, the Artist shall present such drawings to a qualified engineer, licensed by the state and paid by the Artist, for certification that the Artwork will be of adequate structural integrity and the Artist shall provide the Agency with such certification, signed and stamped by the licensed engineer.

3. When appropriate, the Artist shall present the Design to a qualified conservator, who will make recommendations as to the maintenance of the Artwork and the Artist shall provide a written copy of the conservator's recommendations to the Agency.

1.4 Fee, Schedule, Payment.

a. Fee

1. The Artist shall be paid an amount not to exceed Nine thousand and No/100 Dollars (\$9,000.00) for all work in designing, fabricating, and installing the Artwork, excluding any additional amount agreed to by the parties in writing necessitated by any revisions requested by the Agency.

2. If the Artist incurs costs in excess of the total Fee noted above, the Artist shall pay such excess from the Artist's own funds unless the Artist previously obtained written approval for such costs from the Agency.

b. Schedule

1. The Artist shall provide the Agency with a proposed schedule for the design, fabrication, and installation of the Artwork, including a schedule for the submission of progress reports and inspections, if required by the Agency; PROVIDED, that the final installation shall be completed by May 31, 2019.

c. Payment

1. Payment shall be due within thirty (30) days of the final installation and acceptance of the Artwork by the City.

1.5 Fabrication Stage.

a. The Artist shall fabricate and install the Artwork in substantial conformity with the Design. The Artist may not deviate from the approved Design without written approval of the Agency.

b. The Artist shall take reasonable measures to protect or preserve the integrity of the Artwork such as the application of protective or anti-graffiti coatings, if applicable, unless the Agency disapproves. If the Artwork is being constructed on-site, the Artist shall avoid creating nuisance conditions arising out of the Artist's operations. Prior to

requesting authorization to transport and install the Artwork, the Artist shall be required to provide the Agency with a list of all workers or subcontractors and equipment to be used, along with the hours of operation and the scope of work to be performed on site. All additional workers or subcontractors must provide proof of insurance, including worker's compensation insurance, prior to entering the site.

c. The Agency shall have the right to inspect the Artwork at reasonable times during the fabrication thereof upon reasonable notice.

d. If the Agency, upon inspection of the Artwork, determines that the Artwork does not conform to the Design or revised Design, the Agency reserves the right to notify the Artist in writing of the deficiencies and that the Agency may withhold payment until the deficiencies are corrected to the Agency's satisfaction.

e. The Artist will promptly cure the Agency's objections and will notify the Agency in writing of completion of the cure. The Agency shall promptly review the Artwork and, upon approval, shall release the next budget installment. If the Artist disputes the Agency's determination that the Artwork does not conform to the approved Design or revised Design, the Artist shall submit reasons in writing to the Agency within seven (7) days of the Agency's notification. The Agency shall make reasonable efforts to resolve the dispute with the Artist in good faith. However, final determination as to whether the Artist has complied with the terms of this Agreement shall remain with the Agency.

f. The Artist shall notify the Agency in writing when fabrication of the Artwork has been completed, and that the Artwork is ready for delivery to and installation at the Site if the Artwork was fabricated off-site.

g. The Agency shall inspect the Artwork within seven (7) days after receiving notification pursuant to subparagraph (f), and prior to installation, to determine that the Artwork conforms to the approved Design or revised Design, and to give final approval of the Artwork. The Agency shall not unreasonably withhold final approval of the Artwork at this stage. In the event that the Agency does withhold final approval, the Agency shall submit the reasons for such disapproval in writing within fifteen (15) days of examining the Artwork. The Artist shall then have fifteen (15) days from the date of the Agency's notice of the disapproval to make the necessary adjustments to the fabricated Artwork in accordance with such writing. The Artist shall not be penalized for any delay in the delivery and installation of the Artwork to the Site unless the Artist has willfully and substantially deviated from the approved Design or revised Design without the prior approval of the Agency. The Artist shall then be held responsible for any expenses incurred in correcting such deviation.

h. The Agency shall promptly notify the Artist of any delays impacting installation of the Artwork.

i. Any additional storage fees incurred as a result of delays are the responsibility of the party who caused the delay. The Artist shall be required to inspect the Site prior to the

transportation and installation of the Artwork, and shall notify the Agency of any adverse Site conditions that will impact the installation of the Artwork which are in need of correction.

1.6 Changes to Design.

a. Prior to the execution of any change in the approved Design, the Artist shall present proposed changes in writing to the Agency for further review and approval. The Artist must provide a detailed description of any significant changes in the artistic expression, design, dimensions, or materials of the Artwork that are not permitted by or are not in substantial conformity with the approved Design. Such notice will also include a detailed description of any additional costs that may be incurred or changes in the budget. A significant change is any change which materially affects installation, scheduling, site preparation, or maintenance of the Artwork, or which significantly changes the concept of the Artwork as represented in the Design.

b. If the Agency approves the changes, the Agency shall promptly notify the Artist in writing. The Agency will also make any required presentations to the Arts Commission and/or the City Council.

c. If the Agency disapproves of the changes, the Agency shall promptly notify the Artist in writing and the Artist shall continue to fabricate the Artwork in substantial conformity with the Design.

d. The Artist's fee shall be equitably adjusted for any increase or decrease in the Artist's cost of, or time required for, performance of any services under this Agreement as a result of revisions made to the Design under Section 1.6(a). Any claim by the Artist for adjustment under this paragraph must be asserted in writing within seven (7) days after the date of the revision by the Artist.

1.7 Installation.

a. Upon the Agency's final approval of the fabricated Artwork, the Artist shall deliver and install, unless otherwise agreed by the parties, the completed Artwork at the Site in accordance with the schedule provided for in Section 1.4(b). Transportation fees shall be paid by the Artist.

b. The Artist will coordinate closely with the Agency to ascertain that the Site is prepared to receive the Artwork. The Artist must notify the Agency of any adverse conditions at the Site that would affect or impede the installation of the Artwork. The Artist is responsible for timely installation of the Artwork. The Artist will confer and coordinate with the Agency to ensure timely coordination with the Agency's construction team. The Artist may not install the Artwork until authorized to do so by the Agency.

- c. The Artist shall be present to supervise the installation of the Artwork.
- d. Upon written acceptance of the installation, the Artwork shall be deemed to be in the custody of the Agency for purposes of Article 4 and Article 6 of this Agreement.
- e. Within fifteen (15) days after installation of the Artwork, the Artist shall furnish the Agency with the following photographs of the Artwork as installed:
 - 1. A set of three digital, minimum 600 dpi, JPG or TIFF files, provided to the Agency on a CD Rom or USB drive. Photographs must be labeled with the name of the Artwork, the date upon which the photograph was taken, and the viewpoint from which the photograph was taken. The Artist shall also furnish the Agency with a full written narrative description of the Artwork.
- f. Upon installation of the Artwork, the Artist shall provide the Agency with written instructions for the appropriate maintenance and preservation of the Artwork, along with product data sheets for any material or finish used. The Artwork must be durable, taking into consideration that the Site is an unsecured public space that will be exposed to elements such as extreme weather, temperature variation, and considerable movement of people and equipment. The Artist must ensure that all maintenance requirements are reasonable in terms of time and expense. The Agency is responsible for the proper care and maintenance of the Artwork.

1.8 Approval and Acceptance.

- a. The Artist shall notify the Agency in writing when all services as required of both parties by this Agreement have been completed in substantial conformity with the Design.
- b. The Agency shall promptly notify the Artist of its final acceptance of the Artwork within thirty (30) days after the Artist submit written notice pursuant to subparagraph a above. The effective date of final acceptance shall be the date the Agency submits written notice to the Artist of its final acceptance of the Artwork. The final acceptance shall be understood to mean that the Agency acknowledges completion of the Artwork in substantial conformity with the Design and that the Agency confirms that all services as required of the Artist have been completed. Title to the Artwork passes to the Agency upon final acceptance and final payment.
- c. If the Agency disputes that all the services have been performed, the Agency shall notify the Artist in writing of those services the Artist has failed to perform within fifteen (15) days after the Artist submits written notice pursuant to subparagraph a above. The Artist shall promptly perform those services indicated by the Agency.
- d. If the Artist disputes the Agency's determination that not all services have been performed, the Artist shall submit reasons in writing to the Agency within seven (7) days

of the Agency's notification to the contrary. The Agency shall make reasonable efforts to resolve the dispute with the Artist in good faith. However, final determination as to whether all services have been performed shall remain with the Agency.

e. Upon the resolution of any disputes that arise under subparagraphs c and d of this section, the Agency shall notify the Artist of its final acceptance of the Artwork pursuant to subparagraph b.

f. After final acceptance of the Artwork, the Artist shall be available at such time(s) as may be mutually agreed upon by the Agency and the Artist to attend any public meetings and community outreach functions, as well as any inauguration or presentation ceremonies relating to the dedication of the Artwork.

i. During such public presentations by the Artist, the Artist shall acknowledge the Agency's role in funding the Artwork.

ii. The Agency shall be solely responsible for coordinating public information materials and activities related to public presentations.

Article 2. Taxes.

Any state or federal sales, use, or excise taxes, or similar charges relating to the services and materials under this Agreement, shall be paid by the Artist in a timely fashion. The Agency shall report payments made to the Artist annually to the Internal Revenue Department in a 1099 statement.

Article 3. Term of Agreement.

3.1 Duration.

This Agreement shall be effective on the date that this Agreement has been signed by both parties and, unless terminated earlier pursuant to such provisions in the Agreement, shall extend until final acceptance by the Agency under Section 1.8(b) or submission of final payment to the Artist by the Agency, whichever is later. Extension of time of performance hereunder may be granted upon the request of either party and the consent of the other thereto, which consent shall not be unreasonably withheld. Such extension shall be in writing, signed by both parties, and attached to the schedule established under section 1.4(b)(1).

3.2 Force Majeure.

The Agency shall grant to the Artist a reasonable extension of time in the event that conditions beyond the Artist's control render timely performance of the Artist's services impossible or unduly burdensome. All such performance obligations shall be suspended for the duration of the condition. Both parties shall take all reasonable steps during the existence of the condition to assure performance of their contractual obligations when the condition no

longer exists. Failure to fulfill contractual obligations due to conditions beyond either party's reasonable control will not be considered a breach of contract, provided that such obligations shall be suspended only for the duration of such conditions.

Article 4. Risk of Loss.

The Artist shall bear the risk of loss or damage to the Artwork until the Agency's final acceptance of the Artwork under Section 1.8(b). The Artist shall take such measures as are reasonably necessary to protect the Artwork from loss or damage. The Agency shall bear the risk of loss or damage to the Artwork prior to final acceptance only if, during such time, the partially or wholly completed Artwork is in the custody, control, or supervision of the Agency or its agent(s) for the purposes of transporting, storing, installing, or performing other services to the Artwork under this Agreement.

Article 5. Artist's Representations and Warranties.

5.1 Warranties of Title.

The Artist represents and warrants that:

- a. The Artwork is solely the result of the artistic effort of the Artist;
- b. Except as otherwise disclosed in writing to the Agency, the Artwork is unique and original, and does not infringe upon any copyright or the rights of any person;
- c. The Artwork (or duplicate thereof) has not been accepted for sale elsewhere;
- d. The Artist has not sold, assigned, transferred, licensed, granted, encumbered, or utilized the Artwork or any element thereof or any copyright related thereto which may affect or impair the rights granted pursuant to this Agreement;
- e. The Artwork is free and clear of any liens from any source whatsoever;
- f. All Artwork created or performed by the Artist under this Agreement, whether created by the Artist herself or in collaboration with others, shall be wholly original with the Artist and shall not infringe upon or violate the rights of any third party;
- g. The Artist has the full power to enter into and perform this Agreement, and to make the grant of rights contained in this Agreement;
- h. All services performed hereunder shall be performed in accordance with all applicable laws, regulations, ordinances, etc., and with all necessary care, skill, and diligence; and

i. These representations and warranties shall survive the termination or other extinction of this Agreement.

5.2 Warranties of Quality and Condition.

a. The Artist represents and warrants that all work will be performed in accordance with professional “workmanlike” standards and free from defective or inferior materials and workmanship (including any defects consisting of “inherent vice,” or qualities that cause or accelerate deterioration of the Artwork) for one year after the date of final acceptance by the Agency under Section 1.8(b).

b. The Artist represents and warrants that the Artwork and the materials used are not currently known to be harmful to public health and safety.

c. The Artist represents and warrants that reasonable maintenance of the Artwork will not require procedures substantially in excess of those described in the maintenance and preservation recommendations submitted by the Artist pursuant to Section 1.7(f).

d. If, within one year of final acceptance, the Agency observes any breach of warranty that is curable by the Artist, the Artist shall, at the request of the Agency, cure the breach promptly, satisfactorily, and consistent with professional conservation standards, at no expense to the Agency. The Agency shall give notice to the Artist of such breach with reasonable promptness.

e. If, after one year from final acceptance, the Agency observes any defect that is curable by the Artist, the Agency shall contact the Artist to make or supervise repairs or restorations at a reasonable fee during the Artist’s lifetime. The Artist shall have the right of first refusal to make or supervise repairs or restorations. Should the Artist be unavailable or unwilling to accept reasonable compensation under the industry standard, the Agency may seek the services of any other person.

f. If, within one year of final acceptance, the Agency observes a breach of warranty that is not curable by the Artist, the Artist shall be responsible for reimbursing the Agency for damages, expenses, and loss incurred by the Agency as a result of the breach. However, if the Artist disclosed the risk of this breach in the Proposal and the Agency accepted that it may occur, it shall not be deemed a breach for purposes of this Agreement.

g. Acceptable Standard of Display. The Artist represents and warrants that:

i. General routine cleaning and repair of the Artwork, and any associated working parts and/or equipment, will be sufficient to maintain the Artwork within an acceptable standard for public display.

- ii. Foreseeable exposure to the elements and general wear and tear will cause the Artwork to experience only minor repairable damages, and will not cause the Artwork to fall below an acceptable standard of public display.
- iii. With general routine cleaning and repair, and within the context of foreseeable exposure to the elements and general wear and tear, the Artwork will not experience irreparable fracturing, staining, chipping, tearing, abrading, or peeling.
- iv. **Manufacturer's Warranties.** To the extent the Artwork incorporates products covered by a manufacturer's warranty, the Artist shall provide copies of such warranties to the Agency. The foregoing warranties are conditional, and shall be voided by the failure of the Agency to maintain the Artwork in accordance with the Artist's specifications and the applicable conservation standards. If the Agency fails to maintain the Artwork in good condition, the Artist, in addition to other rights or remedies the Artist may have in equity or at law, shall have the right to disown the Artwork as the Artist's creation and request that all credits be removed from the Artwork and reproductions thereof until the Artwork's condition is satisfactorily repaired.

Article 6. Insurance and Indemnity.

6.1 General.

- a. The Artist acknowledges that until final acceptance of the Artwork by the Agency under Section 1.8(b), any injury to property or persons caused by the Artist's Artwork or any damage to, theft of, vandalism to, or acts of God affecting the Artist's Artwork are the sole responsibility of the Artist, including, but not limited to, any loss occurring during the creation, storage, transportation, delivery, or installation of the Artist's Artwork, regardless of where such loss occurs, unless caused by the actions of the Agency or its employees.
- b. Terms for the procurement and duration of insurance are provided in Exhibit 1.
- c. Required insurance policies are described in Exhibit 1.

6.2 Indemnity.

The Artist shall indemnify, protect, defend, and hold harmless the Agency and its subdivisions, officials, employees, and agents (each a "Covered Person") from and against all liabilities, obligations, losses, damages, judgments, costs, or expenses (including legal fees and costs of investigation) (collectively referred to as the "Losses") arising from, in connection with, or caused by: (a) any personal injury or property damage caused, directly or indirectly, by any act or omission of the Artist; or (b) any infringement of patent, copyright, trademark, trade secret, or other proprietary right caused by the Artist. Notwithstanding the foregoing, the Artist shall have no obligation under this Section with respect to any Loss that is caused solely by the active

negligence or willful misconduct of a Covered Party which is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by the Artist. The Artist acknowledges and agrees that her obligation to defend in this Section: (i) is an immediate obligation, independent of its other obligations hereunder; (ii) applies to any Loss which actually or potentially falls within the scope of this Section, regardless of whether the applicable allegations are or may be groundless, false, or fraudulent; and (iii) arises at and continues after the time the Loss is tendered to the Artist.

Article 7. Ownership and Intellectual Property Rights.

7.1 Title.

Title to the Artwork shall pass to the Agency upon the Agency's written final acceptance and payment for the Artwork. The Artist shall provide the Agency with Transfer of Title documents in substantially the form as attached hereto as Exhibit 2.

7.2 Ownership of Documents.

One set of presentation materials prepared and submitted under this Agreement shall be retained by the Agency for possible exhibition and to hold for permanent safekeeping.

7.3 Copyright Ownership.

The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C. § 101 et seq., as the sole author of the Artwork for the duration of the copyright, subject to the rights of the Agency hereunder.

7.4 Reproduction Rights.

a. In view of the intention that the final Artwork shall be unique, the Artist shall not make any reproductions of the final Artwork nor shall the Artist grant permission to others to do so except with the written permission of the Agency. However, nothing shall prevent the Artist from creating future Artworks in the Artist's manner and style of artistic expression.

b. The Artist grants to the Agency and its assigns an irrevocable license to make reproductions of the Artwork for non-commercial purposes, including, but not limited to, reproductions used in brochures, media publicity, and exhibition catalogues or other similar publications provided that these rights are exercised in a professional manner.

c. The Artist shall use her best efforts in any public showing or resume use of reproductions to give acknowledgment to the Agency in substantially the following form: "an original Artwork commissioned by and in the public art collection of the City of Coeur d'Alene."

d. If the Agency wishes to make reproductions of the Artwork for commercial purposes, including, but not limited to, tee shirts, post cards, and posters, the parties shall execute a separate agreement to address the terms of the license granted by the Artist and the royalty the Artist shall receive.

f. Third Party Infringement. The Agency is not responsible for any third party infringement of the Artist's copyright and is not responsible for protecting the intellectual property rights of Artist.

Article 8. Artist's Rights.

8.1 General.

- a. The Artist retains all rights under state and federal laws, including §106A of the Copyright Act of 1976.
- b. The Agency agrees that it will not intentionally alter, modify, change, destroy, or damage the Artwork without first obtaining permission from the Artist.
- c. If any alteration or damage to the Artwork occurs, the Artist shall have the right to disclaim authorship of the Artwork in addition to any other remedies the Artist may have under this Agreement. Upon written request, the Agency shall remove the identification plaque and all attributive references to the Artist at its own expense within sixty (60) days of receipt of the notice. No provision of this Agreement shall obligate the Agency to alter or remove any such attributive reference printed or published prior to the Agency's receipt of such notice. The Artist may take such other action as the Artist may choose in order to disavow the Artwork.

8.2 Alterations of Site or Removal of Artwork.

- a. The Agency shall notify the Artist of any proposed significant alteration of the Site that would affect the intended character and appearance of the Artwork. The Agency shall make a good faith effort to consult with the Artist in the planning and execution of any such alteration. The Agency shall make a reasonable effort to maintain the integrity of the Artwork.
- b. The Artist agrees that the Agency may remove or relocate the Artwork pursuant to the City's adopted Public Art Policy. Should the City determine that removal or relocation of the artwork is appropriate, the Artist shall, upon request, provide the Agency with written handling instructions. In the event that the Artist is deceased or unable to otherwise provide the instructions, the Agency shall seek instructions from the current owner of the copyright of the Artwork. Should the Agency be unable to obtain written instructions for any reason, the Agency may remove or relocate the Artwork in any reasonable manner.

Article 9. Permanent Record.

The Agency shall maintain on permanent file a record of this Agreement, and of the location and disposition of the Artwork.

Article 10. Artist as an Independent Contractors.

10.1 Independent Contractor Status.

The Artist agrees to perform all services under this Agreement as an independent contractor and not as an agent or employee of the City or the Agency. The Artist acknowledges and agrees that the Artist shall not hold herself out as an authorized agent of the Agency with the power to bind in any manner.

10.2 Tax Identification Number.

The Artist shall provide the Agency with the Artist's Tax Identification Number and any proof of such number as requested by the Agency.

Article 11. Nondiscrimination.

The Artist shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, in connection with or related to the performance of this Agreement.

Article 12. Assignment of Artwork.

The Artwork and services required of the Artist are personal and shall not be assigned, sublet, or transferred. Any attempt by the Artist to assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect unless prior written consent is given by the Agency. The Agency shall have the right to assign or transfer any and all of the Agency's rights and obligations under this Agreement if ownership of the Site is transferred.

Article 13. Termination.

13.1 Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control such as, but not limited to, acts of nature; war or warlike operations; superior governmental regulation or control; public emergency; or strike or other labor disturbance. Notice of termination of this Agreement shall be given to the non-terminating party in writing not less than seven (7) days prior to the effective date of termination.

13.2 The Agency may terminate this Agreement without cause upon one (1) day written notice to the Artist. The Agency shall pay the Artist for services performed and commitments

made prior to the date of termination, unless the Artist has failed to comply with any portion of this Agreement.

13.3 If either party to this Agreement shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements, or stipulations material to this Agreement, the other party shall have the right to terminate this Agreement by giving written notice to the defaulting party of its intent to terminate specifying the grounds for termination. The defaulting party shall have thirty (30) days after the effective date of the notice to cure the default. If it is not cured by that time, this Agreement shall terminate.

13.4 If the Artist defaults for cause other than death or incapacitation, the Artist shall return to the Agency all funds provided by the Agency in excess of expenses already incurred. The Artist shall provide an accounting. All finished and unfinished drawings, sketches, photographs, and other Artwork products prepared and submitted or prepared for submission by the Artist under this Agreement shall be retained by the Artist. The Agency shall retain the right to have the Artwork completed, fabricated, executed, delivered, and installed by another artist or craftsman. However, the Artist shall retain the copyright in the Artwork and all rights under Article 7 and Article 8.

13.5 Upon notice of termination, the Artist and her subcontractors shall cease all services under this Agreement.

Article 14. Death or Incapacity.

14.1 If the Artist becomes unable to complete this Agreement due to death or incapacitation, such death or incapacity will not be deemed a breach of this Agreement or a default on the part of the Artist for the purposes of Article 13. However, nothing in this Article shall obligate the Agency to accept the Artwork.

a. In the event of the incapacity of the Artist, the Artist shall assign the Artist's obligations and services under this contract to another artist provided that the Agency, in the Agency's sole discretion, approves of the new artist. Alternatively, the Agency may elect to terminate this Agreement. The Artist shall retain all rights under Article 7 and Article 8.

b. In the event of the death of the Artist, this Agreement shall terminate effective on the date of death. The Artist's heirs shall retain all rights under Article 6 and Article 7. The Artist's executor shall deliver to the Agency the Artwork in whatever form or degree of completion it may be at the time. Title to the Artwork shall then transfer to the Agency. However, the Artwork shall not be represented to be the completed Artwork of the Artist unless the Agency is otherwise directed by the Artist's estate.

Article 15. Notices and Documents.

Notices required under this Agreement shall be delivered personally or through the U.S. mail, postage prepaid, registered or certified mail, return receipt requested, to the addresses stated below, or to any other address as may be noticed in writing to the other party:

For the Agency:
City of Coeur d’Alene, City Administrator
710 E. Mullan Ave.
Coeur d’Alene, ID 83814

For the Artist:
Tyree Riggs
7104 Kidd Island Road
Coeur d’Alene, ID 83814

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after the postmarked date.

Article 16. Waiver.

The parties agree that a waiver of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition.

Article 17. Audit.

The Agency shall maintain records of all documents, notices, checks, and other records required or produced under this Agreement or related thereto. The Artist also agrees to maintain such records for archival purposes. Such records shall be made available for inspection or audit, at any time during regular business hours, upon written request by a designated representative of the Agency. Copies of such documents shall be provided to the Agency for inspection when it is practical to do so. Access to such records and documents shall also be granted to any party authorized by the Artist, the Artist’s representatives, or the Artist’s successors-in-interest. The Agency will comply with any open records law applicable to these records.

Article 18. Conflict of Interest.

The Artist and the Agency shall avoid all conflicts of interest or appearance of conflicts of interest in the performance of this Agreement.

Article 19. Dispute Resolution.

19.1 Upon Breach. If, during the creation of the Artwork, its installation, or subsequent existence, either party breaches this Agreement, each party agrees to submit any dispute to arbitration upon the request of the other provided that the breach is not cured within a reasonable time under paragraph (c) of Article 13.

19.2 As to Terms. If an ambiguity arises regarding this Agreement upon which the parties cannot agree or a dispute arises as to the completion of a provision, the parties shall submit to mediation.

19.3 Fees and Costs. Each party shall be responsible for its own attorney's fees and costs incurred in mediation or arbitration, except as otherwise provided by statute.

Article 20. Amendments.

No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by both parties hereto.

Article 21. Conflicts of Law.

If any term, covenant, condition, or provision of this Agreement, or the application thereof to any person or circumstance, shall be held by a court of competent jurisdiction or arbitration panel or in mediation procedure to be in conflict with the laws, rules, and/or regulations of the United States or the State of Idaho, or invalid, void, or unenforceable, the remainder of the terms, covenants, conditions, or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby to the extent the remainder of the terms, covenants, conditions, or provisions of this Agreement are capable of execution.

Article 22. Choice of Law and Venue.

22.1 Choice of Laws. This contract shall be governed by the laws of the State of Idaho both as to interpretation and performance.

22.2 Venue. Venue for any arbitration or mediation shall be Coeur d'Alene, Idaho. Venue for any litigation shall be in the District Court of the First Judicial District in and for the County of Kootenai.

Article 23. Entire Agreement.

This Agreement, including the exhibits, comprises all of the covenants, promises, agreements, and conditions between the parties. No verbal agreements or conversations between the parties prior to the execution of this Agreement shall affect or modify any of the terms or obligations.

CITY

ARTIST

By _____
Steve Widmyer, Mayor

By _____
Tyree Riggs

ATTEST:

Renata McLeod, City Clerk

EXHIBIT 1

Insurance

Insurance – General

- a. The Artist shall procure and maintain for the duration of this Agreement, at the Artist's expense, insurance in the kinds and amounts as provided in this Exhibit 1 with insurance companies authorized to do business in the State of Idaho. The required insurance shall cover the Artist's employees, agents, contractors, and subcontractors. The Agency, its officials, employees, agents, and contractors shall be named as additional insureds. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officials, employees, agents, and contractors.
- b. The duration of the general liability insurance described in Exhibit 1 shall extend until final acceptance or the termination of this Agreement.
- c. The Artist's and the Artist's subcontractors' insurance coverage shall be the primary insurance for the Agency, its officials, employees, agents, and contractors. Any insurance or self-insurance maintained by the Agency, its officials, employees, agents, and contractors shall be in excess of the Artist's or the Artist's subcontractors' insurance. The coverage shall state that the Artist's or the Artist's subcontractors' insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- d. Prior to undertaking any Artwork under this Agreement, the Artist, at no expense to the Agency, shall furnish to the Agency a certificate of insurance with original endorsements affecting coverage for each of the insurance policies required by Exhibit 1. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates must be current and the Artist must submit replacement or renewal certificates of insurance for all the policies expiring during the term of this Agreement. Each certificate shall clearly indicate that the Artist have obtained insurance in the type, amount, and classification as specified in Exhibit 1 and that no material changes, cancellation, suspension, or reduction in limits of insurance shall be effective except after thirty (30) days' prior written notice to the Agency. Each certificate shall indicate that the subcontractors are additional insureds or the Artist shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Agreement, including, but not limited to, naming the parties as additional insureds.
- e. Any deductibles or self-insured retentions must be declared to, and approved by, the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its officials, employees, agents, and contractors; or the Artist shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in the amount of the full contract price.

- f. Despite any changes to or cancellation of insurance, the Artist remains responsible for maintaining the required insurance coverage for the duration of the Agreement.
- g. Failure of the Artist to comply with any of the terms of this Exhibit or Article 6 shall be considered a material breach of this Agreement and cause for its immediate termination.
- h. Should the Artist not be able to secure acceptable insurance coverage, the Agency may, in its sole discretion, place the required coverage and deduct the cost of such insurance from payments due the Artist.

Insurance Policies:

- a. Commercial General Liability insurance policy, written on an occurrence form, including all the usual coverages known as:
 - i) premises /operations liability
 - ii) products/completed operations
 - iii) personal/advertising injury
 - iv) contractual liability
 - [v) broad-form property damage]
 - [vi) independent contractor's liability]Said policy must provide the following minimum coverage:
 - i) \$500,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
 - ii) \$1,000,000 annual aggregate
- b. Worker's Compensation and Employers' Liability insurance in accordance with the statutory requirements of the State of Idaho providing coverage for any and all employees of the Artist. The Artist shall require all subcontractors to carry this coverage also. The minimum coverage for the Worker's Compensation and Employers' Liability insurance shall be as required by Idaho law. If, however, the Artist does not have any employees as defined by state statutes and regulations, and do not wish to cover herself for Worker's Compensation, the Artist shall sign the following statement:

I do not have, nor intend to have, for the full term of this Agreement, any employees. Furthermore, I do not wish to obtain or be covered under any Worker's Compensation insurance coverage and, therefore, are signing this statement in lieu of providing the above required Worker's Compensation coverage.

Tyree Riggs

EXHIBIT 2
Transfer of Title

STATE OF IDAHO)
) ss.
County of Kootenai)

TRANSFER OF TITLE

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the undersigned Artist, located at the address noted below, does hereby sell, transfer, and convey to the City of Coeur d’Alene, Idaho, its assigns and successors, all right, title, and interest in the ownership of the Artwork known as “The Viking Ship Bike Rack” and commissioned by the Design, Fabrication, and Installation Services Agreement, dated the _____ day of August, 2018, and as described in said Agreement.

IN WITNESS WHEREOF, the Artist has executed this written transfer of title on the _____ day of _____, 2018.

Tyree Riggs

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 2018.

Notary Public
Residing in _____
My Commission Expires _____



City of Coeur d'Alene
FIRE DEPARTMENT
"City of Excellence"

MEMORANDUM

Date: July 23, 2018

To: Mayor Widmyer
Troy Tymesen, City Administrator

From: Kenny Gabriel, Fire Chief

Re: Consulting Contract

I have been approached by Deputy Chief James Washko regarding a possible consulting contract and him retiring from the Fire Department. I have been an advocate for this program as it helps with the transition of new chief officers and we do not suddenly lose the years of experience and wealth of knowledge we have invested in our employees.

Jim's area of responsibility revolves around support services. This includes grants writing and monitoring, buildings and grounds, apparatus and facilities maintenance, communications and specialty teams. Jim is also our representative in the Governor appointed Local Emergency Planning Committee, 9-1-1 advisory board, and Kootenai County Exercise Design committee. In an effort to make a seamless transition we would ask that he be allowed to mentor the new Chief Officer in the above arenas. Specifically the State sanctioned technical rescue team has a number of aspects to it, including grant submission and administration, on-site visits from Idaho Bureau of Emergency Management to access all our records for training and equipment tracking. Operational issues to include mission readiness and training for the team. The team leader also has to attend quarterly meetings with the Bureau of Emergency Management and the other three team leaders from around the State. It would be advantageous to have him help the new Chief with the first couple of these meetings.

The City has invested a great deal of tax payer dollars in a State of the Art fleet. The Support Services Chief oversees that program. Learning the history of the repairs and nuances with each specialized piece of equipment is vital from a response and maintenance perspective. I would recommend that training and being available to answer the many questions that arise be a part as well.

There is a large amount of funds placed in our Department's infrastructure. Having the ability to contact Jim, who has been in charge of these projects for 15 years, will save us money as well as assure we continue the level of service that we demand.

RETIREMENT MEDICAL BENEFIT AGREEMENT

THIS Agreement, made and entered into this 21st day of August, 2018, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City," and James Washko.

W I T N E S S E T H:

Retirement Medical Benefits and Consulting Agreement:

- A. James Washko has been a long time employee of the City and is scheduled to retire from City service on the 31st day of August, 2018, at which time he will be paid all amounts due up to such date by way of wages including accrued vacation, compensatory time, and 41% of his sick leave balance.
- B. It is the desire of the City to contract with James Washko on a consulting basis commencing on the 1st day of September, 2018 and terminating on the 1st day of September, 2019.
- C. The City Council has adopted Personnel Rules that authorize consultant contracts in consideration for Retirement Medical Benefits for retired employees; NOW THEREFORE,
 - 1. IT IS AGREED that in consideration of the payment of Twenty Four Thousand Dollars (\$24,000.00) by the City to James Washko's VEBA account, James Washko shall complete two hundred and forty (240) hours of consulting services as required by the Fire Chief described in the Staff Report attached hereto as Exhibit "A" commencing on the 1st day of September, 2018, and terminating on the 1st day of September, 2019. The Twenty Four Thousand Dollars will be paid in monthly payments to his VEBA account of One thousand dollars (\$1,000) starting September 2018 and continuing until the full amount has been paid out. However if James Washko completes two hundred and forty hours of consulting services prior to September, 2019 the remaining balance of the \$24,000.00 will be paid to his VEBA account in a lump sum.
 - 2. IT IS FURTHER AGREED, that in consideration of the Retirement Medical Benefit, James Washko and his heirs, estate, personal representatives, conservators, and assigns, does hereby release acquit and forever discharge the City, and its personal representatives, insurers, assigns, agents, servants, and all persons acting for, by or through or in any way on behalf of said City, of and from all claims of every kind, actions, causes of action, damages, liabilities and demands of whatsoever kind, known or unknown, including claims for wages, vacation time, sick time, comp time pay, and any other claims arising from James Washko's employment or consulting relationship with the City.

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ___ day of August, 2018, before me, a Notary Public, personally appeared James Washko, known to me to be the person whose name is subscribed herein, who executed the foregoing instrument and acknowledged that he voluntarily executed the same.

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

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

**GENERAL SERVICES COMMITTEE
STAFF REPORT**

DATE: August 13, 2018
FROM: Eric Hollenbeck, Police Department I.T. Systems Analyst Coordinator
SUBJECT: Apply for and Accept if Awarded FY 2018 TEEGA Grant

DECISION POINT: Staff requests that Council allow the Coeur d'Alene Police Department to apply for and accept, if awarded, a 2018 Traffic Enforcement Equipment Grant Agreement (TEEGA) through the Idaho Transportation Department Office of Highway Safety to purchase 40 Driver's License Barcode Readers. The request will be for \$11,800.

HISTORY: The Department had purchased and used an E-Ticket program supported by a company called Aptean. Support Contracts are purchased yearly with Aptean. The Idaho Transportation Department has acquired a Statewide E-Ticketing (SWET) program and is making it available to all law enforcement agencies in Idaho. The software is completely free and is offering the TEEGA grant to purchase barcode readers, printers and laptops. We already have and maintain printers and computers that can run SWET. The barcode readers we currently have, made by E-Seek, are not supported by SWET. The only model supported by SWET is the Code CR1000.

FINANCIAL ANALYSIS: The total cost of 40 Barcode Readers is \$11,800. There is a 25% match to the grant. Our cost will be \$2,970. All funding allocated goes towards the purchasing of the Driver's License Barcode Readers. However, we anticipate no longer needing the yearly maintenance fees for Aptean of about \$1,500 per year with this changeover. Without this grant opportunity the Department will have to pay for all \$11,800 to make use the software. The department can absorb the match of \$2970 in the current budget.

PERFORMANCE ANALYSIS: If awarded, the Department will acquire the capability to have barcode readers that will work with the new program. Installation and maintenance will be done in-house. Additionally, the old barcode readers have been failing due to age and use. This grant will allow us to replace the aging equipment with newer, more reliable equipment. The barcode readers will work with a variety of programs and not be limited to SWET alone, increasing the barcode reader's functionality. Internal training will be required for the new program.

DECISION POINT/RECOMMENDATION: Staff requests that the Council allow the Police Department apply for and if awarded, accept the FY 2018 TEEGA grant for the purchase of 40 Driver's License Barcode Readers for the approximate amount of \$11,800.



IDAHO TRANSPORTATION DEPARTMENT
OFFICE OF HIGHWAY SAFETY



TRAFFIC ENFORCEMENT
EQUIPMENT GRANT AGREEMENT (TEEGA)

THIS AGREEMENT for FFY 2018 is made and entered into by and between:

(Agency name), hereinafter referred to as "Contractor" and the Idaho Transportation Department Office of Highway Safety, hereinafter referred to as "OHS" on this ____ day of _____, 2018.

IT IS THE PURPOSE OF THIS AGREEMENT to provide assistance to the Contractor from OHS for E-Citation equipment through the Traffic Enforcement Equipment Grant Agreement (TEEGA).

THE GOAL OF THE AGREEMENT is to establish project requirements and a funding process to support the enforcement efforts by the Contractor, to reduce deaths, serious injuries and economic loss as part of the Strategic Highway Safety Plan (SHSP).

1. Contractor agrees to sign the terms of this TEEGA agreement, and the Certification and Assurances (Attachment A).
2. Contractor agrees to have their parent entity's Financial Contact provide information as applicable for the Risk Assessment (Attachment B) and will return it to OHS with the signed TEEGA.
3. Contractor agrees to obtain quotes and order the equipment once a fully executed TEEGA has been received. If the equipment is not on the pre-approved list, Contractor must obtain prior authorization from OHS prior to ordering.
4. OHS will reimburse Contractor for E-Citation equipment which has been pre-approved. Contractor will provide proof of payment and invoices to OHS for reimbursement prior to September 30, 2018.
5. Contractor will provide to OHS an Equipment Tracking form (Attachment C)
6. Contractor will provide proof of a 25 percent match of the total cost of the equipment by certified letter on agency letterhead. Match may be provided by mileage dedicated traffic enforcement, at the rate of \$0.535 per mile. If match is provided via mileage for dedicated traffic enforcement, mileage reports shall be submitted prior to September 30, 2018. (Example on Attachment D).
7. Responsibility for Claims and Liability: Contractor agrees shall to save and hold harmless OHS, ITD, NHTSA, FHWA and U.S. Department of Transportation from all claims and/or liability due to the negligent acts of the Contractor or the Contractor's subcontractor(s), agents, or employee(s) arising out of this agreement.
8. Failure to comply with any of the terms of this AGREEMENT may jeopardize Contractor in receiving future funding from OHS and may void this agreement.
9. Any dispute, disagreement or question of fact concerning this AGREEMENT shall be decided by the OHS Highway Safety Manager. The decision shall be in writing and shall be distributed to the parties concerned. If Contractor disagrees with the decision by the

OHS Highway Safety Manager, the decision may be appealed to the Director of the Idaho Transportation Department. The appeal must be made in writing within 30 days of the OHS Manager decision, and served by certified mail.

10. This AGREEMENT, including any attachments, constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations (oral or written), not specified herein. Any amendments to this AGREEMENT shall not bind either party unless in writing and signed by both parties and all necessary approvals have been obtained.

11. Nothing in this AGREEMENT shall be construed as limiting or expanding the statutory or regulatory responsibilities of any involved entity or individual in performing functions granted to them by law; or as requiring either entity to expend any sum in excess of its respective appropriation. Each and every provision of this AGREEMENT is subject to the laws and regulations of the State of Idaho and of the United States.

12. Either party may terminate this AGREEMENT upon 30 days written notice to the other party. In the event of termination of this AGREEMENT, the terminating party shall be liable for the performance rendered prior to the effective date of termination.

IN WITNESS WHEREOF, PARTIES HAVE EXECUTED THIS AGREEMENT:

Contact Information

Name	
Title	
Telephone	
Email Address	
Warrant Mailing Address	
Agency Physical Address	
Agency or Parent Entity DUNS	
Warrant Mailing Address	
Parent Entity Name (if applicable)	

Equipment Requested

TYPE	UNITS	COST	TOTAL	OHS Approved

State's Agent (OHS)

By:

Date:

Amount Approved:

Project/ CFDA

Attachment A
CERTIFICATIONS AND ASSURANCES,
For Fiscal Year 2019 Highway Safety Grants
(23 U.S.C. Chapter 4 and Sec. 1906, Pub. L. 109-59, As Amended)

GENERAL REQUIREMENTS

The Governor is the responsible official for the administration of the State highway safety program through a State highway safety agency that has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program. (23 U.S.C. 402(b) (1) (A))

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L., 114-94
- 23 CFR Part 1300—Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 – Department of Transportation, Uniform Administrative

Requirements,

Cost Principles, and Audit Requirements for Federal Awards.

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The State will comply with FFATA guidance, *OMB Guidance on FFATA Subaward and Executive Compensation Reporting*, August 27, 2010, (https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSRS.gov for each sub-grant awarded:

- Name of the entity receiving the award;
- Amount of the award;
- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- A unique identifier (DUNS);

- The names and total compensation of the five most highly compensated officers of the entity if:
 - (i) the entity in the preceding fiscal year received—
 - (I) 80 percent or more of its annual gross revenues in Federal awards;
 - (II) \$25,000,000 or more in annual gross revenues from Federal awards; and
 - (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- Other relevant information specified by OMB guidance.

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color or national origin) and 49 CFR Part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27:
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of terms “programs or activities” to include all of the

programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);

- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The State highway safety agency—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;

- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

“During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- c. To permit access to its books, records, accounts, other sources of information; and its facilities as required by the State highway safety offices, US DOT or NHTSA;
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contract/funding recipient under the contract/agreement until the contract/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

THE DRUG-FREE WORKPLACE ACT OF 1988(41 USC 8103)
(applies to subrecipients as well as States)

The State will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs;
 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;

5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 1. Abide by the terms of the statement;
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
 1. Taking appropriate personnel action against such an employee, up to and including termination;
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)
(Applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(Applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING
(Applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(Applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective tier participant shall submit an explanation of why it cannot provide the certification set out below. The

certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other

remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction, civil judgement, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other

remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(Applies to subrecipients as well as States)

The State and each subrecipient will comply with the provisions of the Buy America Act requirement (23 U.S.C. 313), when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(Applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

(Applies to subrecipients as well as States)

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employees, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership

dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

(Applies to sub recipients as well as States)

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

SECTION 402 REQUIREMENTS

The political subdivisions of this State are authorized, as part of the State highway safety program, to carry out within their jurisdictions local highway safety programs which have been approved by the Governor and are in accordance with the uniform guidelines promulgated by the Secretary of Transportation. (23 U.S.C. 402(b)(1)(B))

At least 40 percent of all Federal funds apportioned to this State under 23 U.S.C. 402 for this fiscal year will be expended by or for the benefit of the political subdivisions of the State in carrying out local highway safety programs (23 U.S.C. 402(b)(1)(C), 402(h)(2)), or 95 percent by and for the benefit of Indian tribes (23 U.S.C. 402(h)(2)), unless this requirement is waived in writing.

The State's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks. (23 U.S.C. 402(b)(1)(D))

The State will provide for an evidenced-based traffic safety enforcement program to prevent traffic violations, crashes, and crash fatalities and injuries in areas most at risk for such incidents. (23 U.S.C. 402(b)(1)(E))

The State will implement activities in support of national highway safety goals to reduce motor vehicle related fatalities that also reflect the primary data-related crash factors within the State, as identified by the State highway safety planning process, including:

- Participation in the National high-visibility law enforcement mobilizations as identified annually in the NHTSA Communications Calendar, including not less than 3 mobilization campaigns in each year to –
 - Reduce alcohol-impaired or drug-impaired operation of motor vehicles; and
 - Increase use of seat belts by occupants of motor vehicles;
- Sustained enforcement of statutes addressing impaired driving, occupant protection, and driving in excess of posted speed limits;
- An annual Statewide seat belt use survey in accordance with 23 CFR Part 1340 for the measurement of State seat belt use rates;
- Development of Statewide data systems to provide timely and effective data analysis to support allocation of highway safety resources;
- Coordination of Highway Safety Plan, data collection, and information systems with the State strategic highway safety plan, as defined in 23 U.S.C. 148(a). (23 U.S.C. 402(b)(1)(F))

The State will actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))

The State will not expend Section 402 funds to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4))

I understand that the information provided in support of the State’s application for Federal grant funds and these Certifications and Assurances constitute information upon which the Federal Government will rely on determining qualification for grant funds, and that knowing misstatements may be subject to civil or criminal penalties under 18 U.S.C. 1001. I sign these Certifications and Assurances based on personal knowledge, after appropriate inquiry.

Signature _____ **Date** _____

Printed Name _____

Agency _____

Attachment B

Subrecipient Risk Assessment.							
Subrecipient:				Program Number: SK19802 (K9-2018-02-00-00) CFDA: 20.610			
Subrecipient DUNS Number:				Fiscal Year: 2018			
Topic				Yes	No	NA	Recommendations/Comments
A. Financial Assessment							
	1	Did the sub recipient expend \$750,000 or more in federal awards and submit through the Federal Audit Clearinghouse (FCH) a single audit conducted in accordance with 2 CFR 200.514?					
	2	A copy of Single Audit Certification and/or Comprehensive Financial Report is on file and available upon request. Year conducted _____					
	3	A current W-9 is on file with the State of Idaho. If not, an original copy must be mailed to OHS at Idaho Transportation Department, PO Box 7129, Boise ID 83707-1129 Attn. Kelly Campbell					
	4	Subrecipient's prior year financial audit did not have material finding(s) that affected ITD funding. (If answer is "no," subrecipient must indicate when or if the finding(s) was resolved.)					
B. Organization Grant Management							
	1	Has the subrecipient at least 3 years prior experience managing similar grants?					
	2	Is the subrecipient's accounting system the same as the previous year?					
	3	Has the subrecipient's grant management remained unchanged during the previous year?					
	4	Has the subrecipient's organization remained unchanged during the previous year? (i.e. Chief, Sheriff, management staff)					
	5	The subrecipient has copies of their Seat Belt, EEO and Title VI policies on file as required by the Certifications and Assurances (Attachment B), and are available upon request.					
TOTALS							
Rating Scale (Based on the number of No's)							
0 - 2	Subrecipient is considered low risk.		Low Risk	Provide standard monitoring			
3 - 4	Subrecipient is considered medium risk.		Medium Risk	Provide additional monitoring including training is warranted.			
5 - 8	Subrecipient is considered high risk.		High Risk	Provide close monitoring, training and action if required.			
General overview of grantee performance:							
Commendations, problems or concerns:							
Corrective action necessary:							
Signatures (original required)							
Agency Financial Contact Signature:					Risk Score:		
Assessment Reviewed (OHS) by:					Date:		

Attachment C

Office of Highway Safety Property Management Form.

ITD ONLY

Project Name	Grant Project Number	Inspection No	Assigned ID	\$5,000 Y / N
Agency Name		Agency Address		
Property Manager (Please Print)	Phone Number (208) -			

Property Description	Serial Number	Date Acquired	Cost	Location	Condition	Notes

Condition Codes

- | | |
|-------------------------|----------------------------------|
| 1 - Excellent | 6 - Not in Use |
| 2 - Good | 7 - Sold for Salvage Value |
| 3 - Fair | 8 - Traded for New Equipment |
| 4 - Fair/Needs Repair | 9 - Discarded |
| 5 - Poor/Not Repairable | 10 - Transferred to Other Agency |

I certify this property record verification has been examined by me and to the best of my knowledge is a true and correct record. I further certify the property herein described is being managed and maintained in accordance with the property agreements contained in the 2016 Highway Safety Grant Procedure Manual pg. 14/15.

Agency Grant Manager (Please Print)	Agency Grant Manager Signature	Date
-------------------------------------	--------------------------------	------

FOR FOLLOW UP INSPECTION ONLY

Inspector Name (Please Print)	Inspector Signature	Date
-------------------------------	---------------------	------

Attachment D

ON COMPANY LETTERHEAD

Certification Letter of Match for E-Citation Equipment

I, *Robin Hood*, Chief of *Sherwood* Police Department, certify that the my agency dedicated *2803* miles to traffic enforcement, @ \$0.535 per mile, for a total of \$*1,500*, between dates *5/1/18 and 7/31/18*.

I further certify that the matching funds were not used as a match for other federal grants that the department has received during FY18.

Signature: *Chief Robin Hood* Date: *9/25/2018*

City of Coeur d'Alene

FIRE DEPARTMENT

"City of Excellence"

Staff Report

Date: 8-13-2018

From: Tom Grief, Deputy Chief

Re: Kootenai County Sheriff's Office Radio Talk group/Frequency Request Form

DECISION POINT:

To sign a document allowing multiple agencies in Kootenai County the ability to communicate with KCSO and CDA PD.

HISTORY:

July 12th of this year KCSO and CDA PD encrypted channels to keep potential suspects from listening to radio traffic prior to PD arrest or intervention. Since that time other emergency agencies have been unable to communicate with PD on these channels. Recently the Kootenai County Fire Chiefs Association has come up with an agreement with the 9-1-1 advisory board to allow other agencies the ability to have access to these channels.

FINANCIAL ANALYSIS:

This agreement has zero cost.

PERFORMANCE ANALYSIS:

During emergencies communication is of utmost importance to running an effective and safe emergency. This would give us the ability to do so again via radios.

DECISION POINT/RECOMMENDATION:

To enter into an agreement with KCSO that would allow multiple agencies, including ours, the ability to communicate on their encrypted channels during emergencies.



SHERIFF KOOTENAI COUNTY



SHERIFF **BEN WOLFINGER**

UNDERSHERIFF **DAN MATTOS**

Kootenai County Sheriff's Office Radio Talkgroup/Frequency Request Form

Please fill out all appropriate sections and return to the Kootenai County Sheriff's Office (KCSO).
Allow 2-4 weeks for processing. Forms can be emailed or mailed:
911Comms, PO Box 9000, Coeur d'Alene, Idaho 911comms@kcgov.us

YOU MUST HAVE A CURRENT 700MHZ TRUNKING SYSTEM USE MOU WITH KOOTENAI COUNT OR A SOUTHWEST IDAHO WIRELESS INTEGRATED NETWORK (SWIWIN) INTEROPERABILITY PARTNER AGREEMENT IN PLACE PRIOR TO RECEIVING APPROVAL FOR USE OF KCSO TALKGROUPS.

If you **do not have** a current 700MHz Trunking System Use Agreement with Kootenai County and are a Kootenai County Agency please contact Lynnell Smith at lsmith@kcgov.us or 208-446-1850

If you are another County, State, or Federal agency to obtain a SWIWIN AGREEMENT, please contact Idaho 700 MHz Public Safety Network Administrator, Karl Rudolf, at krudorf@adaweb.net or (208) 577-3618 / (208) 859-8972.

If you **have** a current SWIWIN AGREEMENT, please attach a copy, PDF, or link to your agreement.

Requesting Agency Must Complete the Following: _____ **Date:** _____

NOTE: Please do not use acronyms, this will help avoid confusion and delay in your request.

Requestor: Kootenai County Fire Chief's Association **Contact Information:** Chief Merritt, President

Requesting Agency: All Voting Members of Kootenai County Fire Chief's Association

Talkgroups / Channels requested: 1K-SO-1, 1K-SO-2, 1K-CPD-1, 1K-CPD-2, 1K-SLPD-1, KCSO TAC 1, CPD TAC 1, SLPD TAC 1

- Requesting Encrypted Talkgroup/Channel Access.**
- Requesting storage of associated encrypted keys in agency's encryption storage device. (KVL, SKL)**

Justification / Purpose for use of requested access: Interoperability between Kootenai County Fire agencies and Kootenai County Law Enforcement agencies on the 700MHz system.

Number of radios that will access the requested channels: 100+ radios (spanning multiple agencies)

Describe training program in place or that will be in place for use of the radio / additional channels:

In service and training plans across multiple agencies.

Approval/Denial:

If request is approved KCSO will issue a Talkgroup/Frequency Use Agreement listing the approved talkgroups, frequencies, and encryption. If denied the request form will be returned with explanation.

Requesting Agency Acknowledgement:

For access to the requested talkgroups/channels, KCSO may request information on agency's radio training programs. An outline or explanation of the radio training programs shall be provided for KCSO to review if requested. If granted access to the requested talkgroups/channels, the requesting agency will be financially responsible for any associated costs and shall provide and maintain all necessary equipment. If granted access to the requested talkgroups/channels, the requesting agency will be responsible for the programming of the talkgroups/channels into the radio. Requesting agency agrees to comply with all KCSO policy, procedures, and management protocols as they relate to the use of the approved talkgroups/channels. The requesting agency personnel shall use plain language and identify him/herself by name or badge number and agency when contacting the KCSO. KCSO reserves the right to deny this request or, if granted, to later amend or terminate the use of the approved talkgroups/channels without prior notice. Termination of talkgroups/channels access is solely at the discretion of the KCSO and may occur with or without cause.

Signature: (must be signed by agency head.)

Steve Widmyer, Mayor

Date:

Renata McLeod, City Clerk

APPROVAL (For KCSO)

KCSO 911 Communications Review

- Received Forwarded
- Returned to Requestor

Completed by:
Date:
Reason:

KCSO SHERIFF APPROVAL

- Approved Denied

Completed by:
Date:
Reason:

Once completed and approved by Sheriff, route back to KCSO 911 Communications for preparation of letter of agreement for Sheriff, or his designee, to send to Requesting Agency.

OTHER BUSINESS



STAFF REPORT

Date: August 21, 2018

From: Vonnie Jensen, Comptroller

Subject: Amendment to the 2017-2018 Fiscal Year Appropriations (Budget)

Decision Point:

To approve Resolution No. 18-045 to amend the Fiscal Year 2017-18 Budget by a total of \$13,226,333.

History:

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

Financial Analysis:

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

Performance Analysis:

The budget amendment shows increases in expenditures due to carryovers of projects, State grants received, purchase of the Atlas Mill Site, and Memorial Park expenditures. Additional revenues of \$646,070 are projected to be received in the General Fund to cover the increased expenses for the fiscal year, \$7,700,000 is coming from the Wastewater Cap Fees funds, \$193,900 is coming from transfers in from other funds, \$1,087,680 is coming from designated fund balance and \$126,111 is projected to come from Undesignated General Fund fund balance.

Decision Point:

To approve Resolution No.18-045 to amend the Fiscal Year 2017-18 Budget by a total of \$13,226,333.

CITY OF COEUR D'ALENE
FISCAL YEAR 2017-18 BUDGET AMENDMENT

General Fund Revenue Projections

	FY 17-18 BUDGETED	FY 17-18 PROJECTED	Projected Increase
<u>TAXES</u>			
CURRENT YEAR	19,770,180	19,770,180	0
<u>FEES & LICENSES</u>			
CABLE TV	390,000	390,000	0
NATURAL GAS	926,409	926,409	0
ELECTRICITY	2,181,456	2,181,456	0
BUSINESS LICENSES	97,000	97,000	0
BUILDING INSPECTION	1,373,447	1,528,450	155,003
MECHANICAL INSPECTION	100,000	100,000	0
STORMWATER REVIEW	25,000	25,000	0
PLUMBING INSPECTION	175,000	240,000	65,000
ENCROACHMENT PERMITS	25,000	25,000	0
ELECTRICAL PERMITS	55,000	70,000	15,000
BUSINESS PERMITS	41,500	41,500	0
BURN PERMITS	400	400	0
SIGN PERMITS	20,000	20,000	0
ANNEX/ZONING FEES	22,000	42,000	20,000
FIRE DEPT PERMITS	65,000	125,000	60,000
TOTAL FEES AND LICENSES	5,497,212	5,812,215	315,003
<u>INTERGOVERNMENTAL</u>			
LIQUOR	1,188,679	1,188,679	0
HIGHWAY USER	2,162,159	2,337,159	175,000
REVENUE SHARE	2,561,582	2,631,582	70,000
SALES TAX	1,066,036	1,066,036	0
HIGHWAY DIST	575,000	620,000	45,000
KOOTENAI CNTY EMSS	1,640,150	1,640,150	0
FEDERAL GRANT	121,939	121,939	0
STATE GRANT		18,067	18,067
SCHOOL RESOURCE OFFICER	455,816	455,816	0
COST OF PROSECUTION (THRU CNTY)	2,500	2,500	0
OTHER INCOME (THRU CNTY)	30,000	40,000	10,000
TOTAL INTERGOVERNMENTAL	9,803,861	10,121,928	318,067
<u>SERVICES</u>			
BID SPECS	800	800	0
FEES FOR DOCUMENT PREP	500	500	0
POLICE	21,650	21,650	0
FIRE	12,000	12,000	0
BILLING SERVICES	11,000	11,000	0
PARKING PERMITS	2,000	2,000	0
RECREATION	275,000	275,000	0
PRINTING AND PHOTOCOPYING	750	750	0
MAP/CODE BOOKS	100	100	0
TOTAL SERVICES	323,800	323,800	0

CITY OF COEUR D'ALENE
FISCAL YEAR 2017-18 BUDGET AMENDMENT

	FY 16-17 BUDGETED	FY 16-17 PROJECTED	Projected Increase
<u>FINES/FORFEITS</u>			
DISTRICT COURT	250,000	250,000	0
PEN/ INTEREST ON PROP TAXES	100,000	100,000	0
PARKING	3,000	3,000	0
RESTITUTION	200	200	0
DRUG TASK FORCE			0
LATE FEE ON UTILITY BILLS	41,000	41,000	0
ANIMAL CITATION FINES	14,000	14,000	0
ORDINANCE VIOLATIONS			0
NSF CHECK FEES	1,200	1,200	0
TOTAL FINES AND FORFEITS	<u>409,400</u>	<u>409,400</u>	<u>0</u>
<u>INTEREST EARNINGS</u>			
INTEREST EARNINGS	<u>65,000</u>	<u>65,000</u>	<u>0</u>
<u>MISCELLANEOUS</u>			
SURPLUS SALE	30,000	30,000	0
RENTS & ROYALTIES	23,000	23,000	0
CDA TV DONATIONS		0	0
OTHER	15,000	28,000	13,000
TOTAL MISCELLANEOUS	<u>68,000</u>	<u>81,000</u>	<u>13,000</u>
<u>TRANSFERS</u>			
INTERFUND TRANSFER	1,634,789	1,634,789	0
TRANSFERS IN	827,200	1,021,100	193,900
			0
TOTAL TRANSFERS	<u>2,461,989</u>	<u>2,655,889</u>	<u>193,900</u>
DESIGNATED FUND BALANCE	30,710	1,118,390	1,087,680
FUND BALANCE		126,111	126,111
TOTAL FUND BALANCE	<u>30,710</u>	<u>1,244,501</u>	<u>1,213,791</u>
TOTALS	<u>38,430,152</u>	<u>40,483,913</u>	<u>2,053,761</u>

CITY OF COEUR D'ALENE
FISCAL YEAR 2017-18 BUDGET AMENDMENT

SUMMARY	FY 17-18 BUDGETED	FY 17-18 PROJECTED	Projected Increase
Property Taxes	\$ 19,770,180	\$ 19,770,180	0
Fees and Licenses	5,497,212	5,812,215	315,003
Intergovernmental	9,803,861	10,121,928	318,067
Services	323,800	323,800	0
Fines and Forfeits	409,400	409,400	0
Interest	65,000	65,000	0
Miscellaneous	68,000	81,000	13,000
Interfund Transfer	2,461,989	2,655,889	193,900
Beginning Balance	30,710	1,244,501	1,213,791
TOTAL GENERAL FUND	\$ 38,430,152	\$ 40,483,913	\$ 2,053,761

General Fund - Added Expenses

	Cost
Police Dept - Grants - Overtime from the State	16,862
Police Dept - Law Enforcement Liason Grant	11,840
Police Dept - 2015 DJ-BX-0429 Byrne Grant	19,952
Police Dept - Strategic Prevention Framework Grant	10,000
Police Dept - Increase to Travel & Training per Contract re: Tuition Reimb from previous year	8,104
Police Dept - Bulletproof Vest Grant	6,227
General Government - Transfer to Parks Capital Avista Payment for Waterfront Improvements	7,198
Fire Dept - Retirement Vacation and Sick Payouts	79,050
Fire Dept - Constant Manning	98,210
Fire Dept - Fire Station #4	69,000
Fire Dept - GO Bond	212,130
General Government - City Hall Remodel	696,000
General Government - Mill Site Purchase, earth works and fill	8,345,000
General Government - Transfer to Street Lighting Fund	30,000
Street Dept - Atlas Mill Site Traffic Study	43,900
Engineering - Overlay Carryover from FY 16-17	51,248
Parks - R/M Building - Armory Building Refurbish	2,200
Parks - R/M Ground - pump motor replacement at Bluegrass	2,840
Recreation - Sunset Lighting Project	44,000
	\$ 9,753,761

CITY OF COEUR D'ALENE
FISCAL YEAR 2017-18 BUDGET AMENDMENT

Other Funds - Added Expenses

Cost

Library - golf cart - Funded through Library Foundation	8,495
Library - FabSlam grant, Ready, Set Drone grant & Eat, Play Grow Grant	7,965
Library - 33 - 2007 Mini-desktop computers replaced due to Spectre/Meltdown vulnerabilities	22,787
Street Lighting Fund - City Relight Phase 2 LED lights	35,900
Impact Fees - Atlas Mill Site Traffic Study	43,900
Capital Projects - Garden Avenue Signal	191,593
Sanitation Fund - Transfer to General Fund for Street Wear	157,932
Drainage Fund - Memorial Park	24,100
Parking Fund - parking equipment and cameras at parking garage	301,000
Parking Fund - Transfer to General Fund for Police Ambassador Program	45,000
Parking Fund -Garden Avenue Shared Use Parking Lot - County Funded	471,000
Parks Capital Improvements Fund - Memorial Park - partially ignite funded	1,430,900
Parks Capital Improvements Fund - Memorial Park Restrooms - ignite funded	245,000
Parks Capital Improvements Fund - Skateboard Park	50,000
Parks Capital Improvements Fund - Trail Realignment - Hubbard/River - NIC funded	228,000
Parks Capital Improvements Fund - Centennial Trail Seal Coat Grant	209,000
	<u>\$ 3,472,572</u>

RESOLUTION NO. 18-045

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ESTABLISHING A NOTICE OF TIME AND PLACE FOR PUBLIC HEARING OF THE PROPOSED AMENDED BUDGET FOR FISCAL YEAR 2017-2018, AND INCLUDING PROPOSED EXPENDITURES BY FUND AND/OR DEPARTMENT, AND STATEMENT OF THE AMENDED ESTIMATED REVENUE FROM PROPERTY TAXES AND THE AMENDED TOTAL AMOUNT FROM SOURCES OTHER THAN PROPERTY TAXES FOR THE CITY FOR THE REFERENCED FISCAL YEAR AND PROVIDING FOR PUBLICATION OF THE SAME.

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the following be and the same is hereby adopted as an Amended Estimate of Expenditures and Anticipated Revenue of the City of Coeur d'Alene for the fiscal year beginning October 1, 2017:

	FY 2017-18 BUDGET	FY 2017-18 AMENDED BUDGET
GENERAL FUND EXPENDITURES:		
Mayor and Council	\$ 244,736	\$ 244,736
Administration	380,413	380,413
Finance Department	1,205,225	1,205,225
Municipal Services	1,788,550	1,788,550
Human Resources	311,711	311,711
Legal Department	1,197,425	1,197,425
Planning Department	717,644	717,644
Building Maintenance	515,303	515,303
Police Department	13,584,524	13,637,557
Drug Task Force	30,710	30,710
Byrne Grant - Police Dept		19,952
COPS Grant - Police Dept	121,939	121,939
Fire Department	9,709,001	10,167,391
General Government	105,900	9,184,098
Engineering Services	341,086	341,086
Streets/Garage	4,440,952	4,536,100
Parks Department	2,102,365	2,107,405
Recreation Department	756,075	800,075
Building Inspection	876,593	876,593
TOTAL GENERAL FUND EXPENDITURES:	<u>\$ 38,430,152</u>	<u>\$ 48,183,913</u>

	FY 2017-18 BUDGET	FY 2017-18 AMENDED BUDGET
SPECIAL REVENUE FUND EXPENDITURES:		
Library Fund	\$ 1,618,412	\$ 1,657,659
Community Development Block Grant	384,049	384,049
Impact Fee Fund	745,000	788,900
Parks Capital Improvements	146,500	2,309,400
Annexation Fee Fund	398,240	398,240
Cemetery Fund	294,307	294,307
Cemetery Perpetual Care Fund	157,000	157,000
Jewett House	25,855	25,855
Reforestation/Street Trees/Community Canopy	107,000	107,000
Arts Commission		
Public Art Funds	443,500	443,500
TOTAL SPECIAL FUNDS:	<u>\$ 4,319,863</u>	<u>\$6,565,910</u>
ENTERPRISE FUND EXPENDITURES:		
Street Lighting Fund	\$ 639,720	\$ 675,620
Water Fund	10,027,434	10,027,434
Wastewater Fund	22,784,368	22,784,368
Water Cap Fee Fund	866,000	866,000
WWTP Cap Fees Fund	2,200,000	2,200,000
Sanitation Fund	3,500,806	3,658,738
City Parking Fund	354,846	1,171,846
Drainage	1,267,818	1,291,918
TOTAL ENTERPRISE EXPENDITURES:	<u>\$ 41,640,992</u>	<u>\$42,675,924</u>
FIDUCIARY FUNDS:	\$ 2,957,754	\$ 2,957,754
STREET CAPITAL PROJECTS FUNDS:	1,237,000	1,428,593
DEBT SERVICE FUNDS:	882,181	882,181
GRAND TOTAL OF ALL EXPENDITURES:	<u>\$ 89,467,942</u>	<u>\$102,694,275</u>
	FY 2017-18 BUDGET	FY 2017-18 AMENDED BUDGET
ESTIMATED REVENUES:		
Property Taxes:		
General Levy	\$ 19,520,180	\$ 19,520,180
Library Levy	1,582,257	1,582,257
Policeman's Retirement Fund Levy		
Comprehensive Liability Plan Levy		
Fireman's Retirement Fund Levy	250,000	250,000
2006 and 2008 G.O. Bond Levy	879,681	879,681
TOTAL REVENUE FROM PROPERTY TAXES:	<u>\$ 22,232,118</u>	<u>\$ 22,232,118</u>

	FY 2017-18 BUDGET	FY 2017-18 AMENDED BUDGET
ESTIMATED OTHER REVENUES:		
Interfund Transfers	\$ 6,593,989	\$ 6,817,889
Beginning Balance	18,366,763	20,360,173
Other Revenue:		
General Fund	16,167,273	16,813,343
Library Fund	36,155	52,615
Community Development Block Grant	384,049	384,049
Parks Capital Improvement Fund	134,500	2,016,500
Insurance/Risk Management		
Cemetery	178,127	178,127
Annexation Fee Fund		
Impact Fee Fund	785,000	785,000
Cemetery Perpetual Care Fund	30,000	30,000
Jewett House	11,000	11,000
Reforestation	3,000	3,000
Street Trees	84,250	84,250
Community Canopy	2,000	2,000
Arts Commission		
Public Art Funds	100,000	100,000
Street Lighting Fund	529,000	534,900
Water Fund	6,582,120	6,582,120
Wastewater Fund	18,204,730	18,204,730
Water Capitalization Fees	866,000	866,000
WWTP Capitalization Fees	1,010,000	1,010,000
Sanitation Fund	4,545,200	4,545,200
City Parking Fund	355,546	922,546
Drainage	1,029,482	1,029,482
Fiduciary Funds	2,740,550	2,932,143
Capital Projects Fund	260,000	260,000
Debt Service Fund		
TOTAL REVENUE OTHER THAN PROPERTY TAXES:	<u>\$ 78,998,734</u>	<u>\$ 84,525,067</u>
SUMMARY:		
PROPERTY TAXES	\$ 22,232,118	\$ 22,232,118
OTHER THAN PROPERTY TAXES	<u>78,998,734</u>	<u>84,525,067</u>
TOTAL ESTIMATED REVENUES	<u><u>\$101,230,852</u></u>	<u><u>\$ 106,757,185</u></u>

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 27, 2018, and September 3, 2018.

BE IT FURTHER RESOLVED that a Public Hearing on the Budget be held on the 18th day of September, 2018, 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 they have, why the proposed amended Budget should or should not be adopted.

DATED this 21st day of August, 2018.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

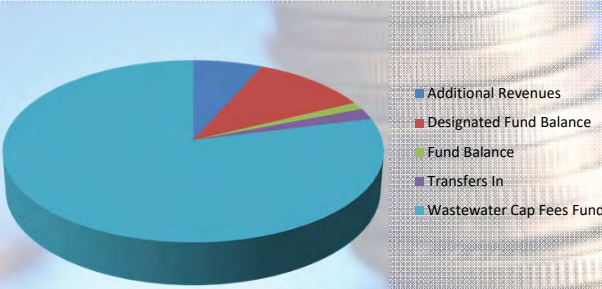
ROLL CALL:

COUNCIL MEMBER MILLER	Voted _____
COUNCIL MEMBER EVANS	Voted _____
COUNCIL MEMBER GOOKIN	Voted _____
COUNCIL MEMBER EDINGER	Voted _____
COUNCIL MEMBER MCEVERS	Voted _____
COUNCIL MEMBER ENGLISH	Voted _____

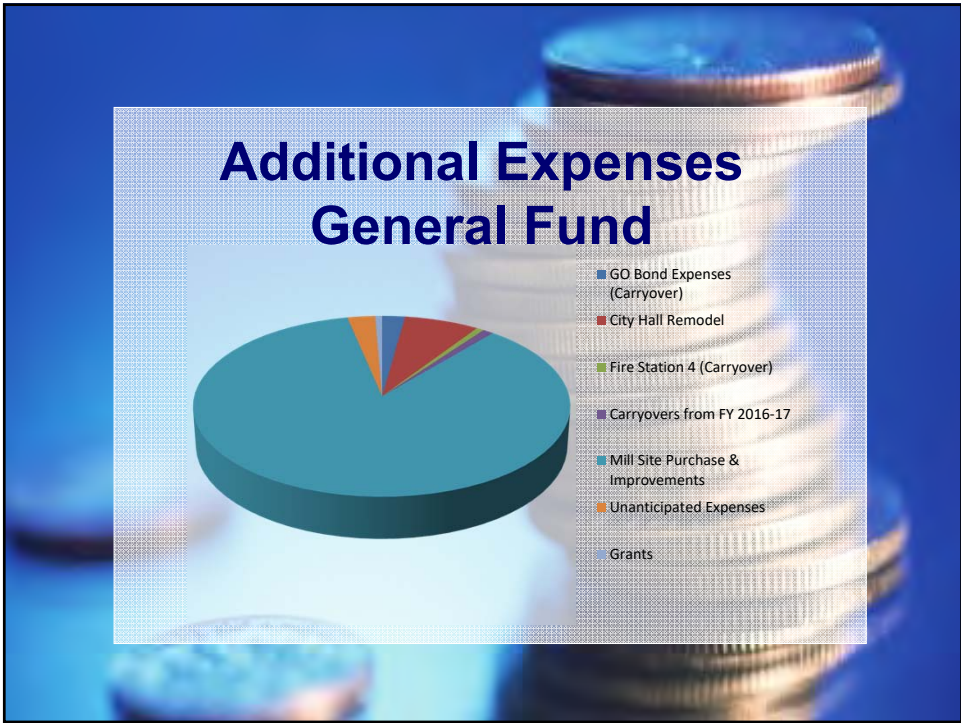
_____ was absent. Motion _____.

2017-2018 Budget Amendment Presentation

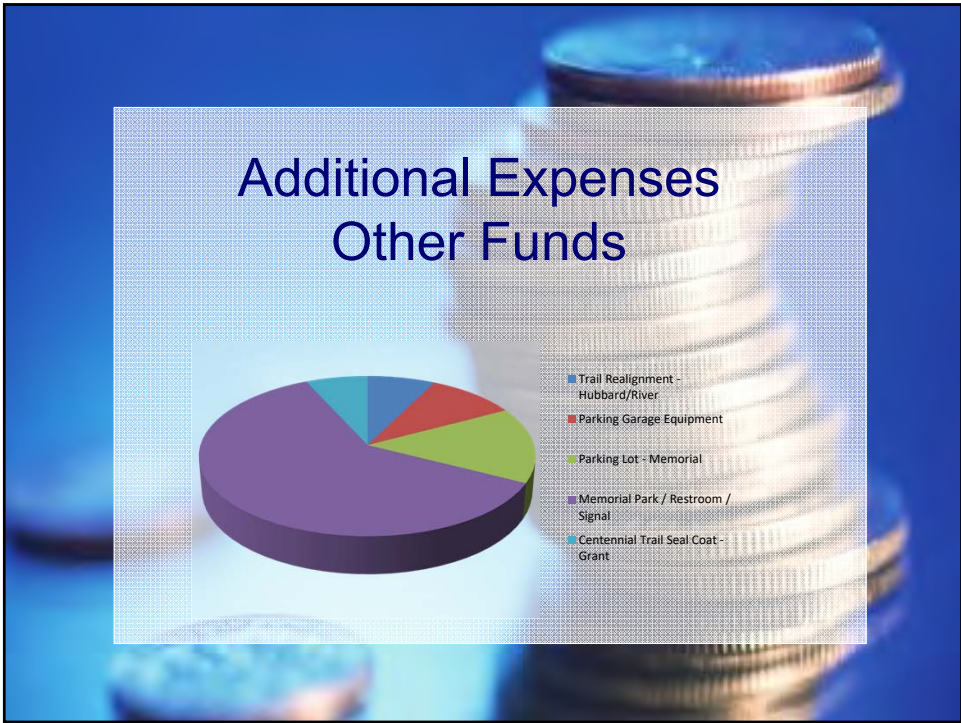
Additional Revenues General Fund

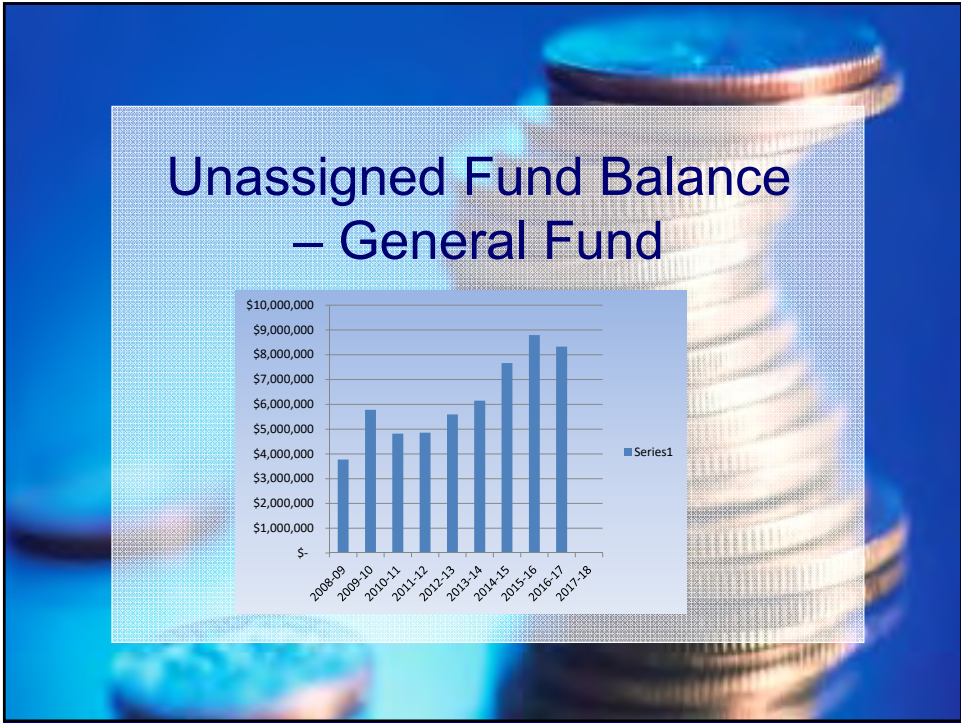


General Fund Additional Expenses	
Police Department Grants	\$64,881
GO Bonds Carryover	\$212,130
Fire Station 4 Carryover	\$69,000
City Hall Remodel Carryover	\$696,000
Other Carryovers	\$110,550
Mill Site Purchase/Earth Works/Fill	\$8,345,000
Fire Department – Constant Manning & Retirement Payouts	\$177,260
Atlas Mill Site Traffic Study	\$43,900
Transfer to Street Lighting Fund	\$30,000



Other Funds - Additional Expenses	
Library – grants and computers	\$39,247
Street Lighting – Relight Phase 2 – LEDs	\$35,900
Impact Fees – transfer for Mill Site Study	\$43,900
Memorial Park – Park, Signal, Drainage, Restrooms and Trail Realignment	\$2,119,593
Parking – Garden Ave Shared Use Lot	\$471,000
Parking – Equipment for Garage	\$301,000
Sanitation Fund transfer for Street Wear	\$157,932
Parking–transfer for Ambassador Program	\$45,000
Parks Capital – Skateboard Park	\$50,000
Parks Capital – Centennial Trail Grant	\$209,000





Questions?

Date: August 7, 2018

To: Mayor Widmyer and the City Council

From: Troy Tymesen; City Administrator

Re: Police Association Agreement

Decision Point: City Council is requested to approve the proposed negotiated Police Association Agreement establishing compensation and benefits over a three year contract.

History: The Agreement shall be applicable to the Police Association represented classifications for a term commencing October 1, 2018, and ending September 30, 2021. All prior resolutions and agreements between the City and the Police Association will no longer be applicable unless specifically provided therein.

Financial:

The following are the significant highlights regarding the negotiated contract:

- 3 year contract;
- 2.5% fixed annual cost of living adjustment for each year of the 3 year contract;
- 1% annual increase for all sworn police officers for each year of the 3 year contract;
- Reducing the amount of years it takes a sworn police officer to reach the maximum of the pay scale from 9 years to 5 years;
- Increasing investigative assignment pay from \$2.25 per hour to \$3.00 per hour;
- Increasing Shift Differential pay:
 - Power shift from \$.25 per hour to \$1.00 per hour;
 - Graveyard shift from \$.50 per hour to \$2.25 per hour;
- The medical premium cost for employees with dependent coverage will increase from 5% to 10%;
- Military Leave benefit added;
- Expense Reimbursement for travel will be based on per diem.

Performance Analysis:

The proposed contract with the Police Association was negotiated in good faith with the City, and the compensation and benefits included will provide a competitive package for those represented by the Association as well as for the City.

Decision Point/Recommendation:

City Council is requested to approve the proposed negotiated Police Association Agreement establishing compensation and benefits for a three year contract term.

RESOLUTION NO. 18-046

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A COLLECTIVE BARGAINING AGREEMENT WITH THE COEUR D'ALENE POLICE ASSOCIATION.

WHEREAS, the City Administrator and Human Resources Director have recommended that the City of Coeur d'Alene enter into a Collective Bargaining Agreement with the Coeur d'Alene Police Association pursuant to terms and conditions set forth the agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a Collective Bargaining Agreement with the Coeur d'Alene Police Association 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 21st day of August, 2018.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER ENGLISH Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

Collective Bargaining Agreement

October 1, 2018 → September 30, 2021



City of
Coeur d'Alene



Police
Association

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Article 3.	Maintenance of Benefits	Article 20.	Dental Insurance
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Article 5.	Association Business	Article 22.	Selection Procedure
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Article 7.	Grievance Procedure	Article 24.	Military Leave
Article 8.	Wages	Article 25.	Pre-Employment Investigations
Article 9.	Sick Leave	Article 26.	Work Schedule
Article 10.	Bereavement Leave	Article 27.	Working Out of Classification
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Article 12.	Holidays	Article 29.	Tuition Reimbursement Program
Article 13.	Overtime	Article 30.	Expense Reimbursement
Article 14.	Standby Duty	Article 31.	Severability
Article 15.	Availability/On-Call Pay	Article 32.	Survivor's Benefit
Article 16.	Court Time	Article 33.	Personnel Reduction
Article 17.	Shift Differential	Article 34.	Term of Agreement

CITY OF COEUR D’ALENE

and the

COEUR D’ALENE POLICE ASSOCIATION

PREAMBLE

This Agreement is made and entered into this **21st day of, 2018**, by and between the **City of Coeur d’Alene**, hereinafter known as the **City**, and the **Coeur d’Alene Police Association**, hereinafter known as the **Association**. The terms and conditions of the Agreement shall be applicable to all represented employees for a term commencing **October 1, 2018 and ending September 30, 2021**, except as specifically provided hereinafter; PROVIDED HOWEVER, that this Agreement shall be subject to such changes or modifications as may be mutually agreed upon by the parties hereto.

ARTICLE 1
RECOGNITION

SECTION 1. The City recognizes the Association as the sole and exclusive bargaining representative for all benefited full-time and part-time employees in Employee Unit 1, as defined by Municipal Code Section 2.62.040A, subject to the provisions of Sections 2.62.050, 2.62.060 and 2.62.070. Classifications included in Employee Unit 1, effective October 1, 2018 are as follows:

Classification Titles (Sworn-Officers)

- Lieutenant
- Sergeant
- Police Officer
- Police Officer Recruit

Classification Titles (Non-Sworn)	Grade
IT Systems Analyst Coordinator	15
Applications Analyst	12
Records Supervisor	12
Crime Analyst-Intervention Specialist	12
Executive Assistant	11
Civilian Investigative Specialist	11
Code Enforcement Officer	11
Property Evidence Specialist	11
Fleet Management & Supply Specialist	10
Administrative Assistant	10
Animal Safety Officer	10
Records Specialist	9

(non-sworn positions are leveled within the City Wide Pay Scale)

SECTION 2. The City and the Association shall bargain in good faith pursuant to the provisions of Coeur d'Alene Municipal Code Chapter 2.62.080 and agree to be bound by the same.

ARTICLE 2
NON-DISCRIMINATION

It is agreed that neither the City nor the Association shall discriminate in any way against any city employee or applicant for city employment due to race, color, religion, gender, age, disability, sexual orientation, gender identity, veteran status, national origin or any other applicable legally protected status.

ARTICLE 3
MAINTENANCE OF BENEFITS

Unless otherwise specifically changed or modified by this Agreement, prevailing benefits existing from previous written agreements, between the parties and approved by the Council shall be maintained at current levels.

ARTICLE 4
RULES AND REGULATIONS

SECTION 1. Except where the rules, regulations and procedures are amended herein, it is agreed that all employees shall comply fully with the City Personnel Rules and all departmental rules, regulations, and operating procedures.

SECTION 2. The City shall inform the Association of any proposed changes to the City Personnel Rules and Regulations at least 10 working days prior to consideration of such rule changes.

ARTICLE 5
ASSOCIATION BUSINESS

Police Department employees represented by the Association elected or appointed to Association offices shall be granted time off as specified herein with pay to perform their Association functions. Reasonable notice shall be given when requesting time off to perform Association functions; such notice shall be at least five (5) calendar days whenever possible. The City agrees to allow paid time off for this purpose up to a maximum of 200 total hours per fiscal year. It is agreed that this benefit shall not be used if minimum-staffing requirements for the Department can't be maintained. All time off under this benefit must be approved in advance by the Association President as well as the Chief of Police. A tracking system shall be established and maintained which meets the approval of the Chief of Police.

ARTICLE 6
MANAGEMENT RIGHTS

The rights of the City include but are not limited to the right to manage the affairs of the City and to direct its working forces, the right to transfer personnel to meet the needs of the Department, the right to set standards of service and staffing levels, the right to hire and determine the procedures and standards for testing for and selection for employment and promotion, the right to discipline or discharge for proper cause, the right to lay-off for lack of work or funds, the right to make rules and regulations governing conduct, the right to subcontract work (when it is not feasible or economical for the city employees to perform such work), together with the right to determine the methods, processes and manner of performing work, except to the extent that these rights have been specifically abrogated by the terms of this Agreement. The City, in exercising these functions, will not discriminate against any employee because of his or her membership in the Association.

ARTICLE 7
GRIEVANCE PROCEDURE

It is agreed that any grievances arising from the administration of this Agreement shall be processed utilizing the City's grievance procedure, Personnel Rule XV, which is adopted herein by reference.

ARTICLE 8
WAGES

SECTION 1. Cost of Living Increases: Effective October 1, 2018, and in each of the subsequent three (3) years of the contract, the City will provide a Cost of Living Adjustment (COLA) increase of 2.5%.

ANNUAL REVIEW

The City and ASSOCIATION agree to meet and bargain in good faith to adjust the COLA increase in Section 1 above should the City be required to reduce personnel in order to have a balanced budget based on the projected revenues for that fiscal year. The request to meet shall be initiated by City Administration and based upon good faith information. Any revisions to the agreement would be by mutual agreement and should the parties be unable to reach the same, the fact finding provision of Coeur d'Alene Municipal Code Section 2.62.080 would control a binding decision.

Additionally, an annual financial review discussion to be initiated by City Administration in July of each year of the contract whereby the parties will review the City's financial situation with a particular emphasis on what wage adjustments and medical cost increases can be funded based on the anticipated revenues, with and without tax levy increases. Any revisions to the contract would be by mutual agreement, and upon ratification by ASSOCIATION membership and the City Council.

SECTION 2. Sworn Officer Compensation Schedule (Appendix A): Notwithstanding any other provision of this agreement, the parties agree that all full-time sworn employees shall be eligible for a service time increase based on the following schedule only if the employee receives an overall rating of “Average” or above on the performance evaluation.

1 Year	2 Years	3 Years	4 Years	5 Years
5% Increase	5% Increase	10% Increase	10% Increase	5.5% Increase or to maximum

Service time increases will occur as follows: five (5%) percent increase with average or above overall rating at 1 year; five (5%) percent increase with average or above overall rating at two years; ten (10%) percent increase with average or above overall rating at three years; ten (10%) percent increase with average or above overall rating at four years; five and a half (5.5%) percent increase with average or above overall rating at five years or to maximum of classification. Approved increases will be based on an overall rating determined by the supervisor considering the various rating factors and giving appropriate weight to each factor.

If a service time increase is not approved at the time the employee is eligible, the employee’s service time dates will be adjusted accordingly once employee is approved for the increase. Service time increases must be at least 12 months apart.

A newly hired officer who qualifies as a lateral hire shall receive compensation for previous experience with another law enforcement agency as follows:

1. The Program is open to individuals with previous sworn law enforcement experience with a state, county, or municipal law enforcement agency.
2. Every two years of an individual’s service with an agency with more than 90 sworn peace officers will equal one year of service-eligible time with the Coeur d’Alene Police Department. Service time will be rounded to the nearest full year.
3. Every three years of service with an agency with 90 or fewer sworn officers will equal one year of service-eligible time with the Coeur d’Alene Police Department. Service time will be rounded to the nearest full year.
4. The maximum amount of Coeur d’Alene Police Department service-eligible time for determining compensation for lateral officer service will be four years.
5. After determining service-eligible time in 2 and 3 above, the lateral hires starting pay will be applied in accordance with the sworn officer compensation schedule.

6. Lateral officers will receive an hourly wage equal to 5% above starting officer wages for every year of Coeur d'Alene Police Department service-eligible time, up to the maximum of 30%.

7. Lateral officers will proceed through the wage increase schedule as any other employee until maximum wage is reached.

8. Lateral officers will accrue vacation time consistent with their years of service-eligible time. Applicants with less than 4 years of service-eligible time will accrue vacation at the minimum (8 hours of vacation per month). The maximum amount of Coeur d'Alene Police Department service-eligible time for determining lateral officer vacation time will be four years.

SECTION 3: Sworn Officer Promotions: When promoted, employee will be placed at the minimum of the applicable rank (minimums are 10% above lower ranks maximum not including senior pay). Employee is eligible for a 5% increase after twelve months with an overall average or above evaluation signed by the Chief of Police. Thereafter, the effective date of the promotion becomes the new anniversary evaluation date and the employee will be eligible for 5% service time increases annually until employee reaches the maximum of the newly promoted rank.

Employees shall have the ability to purchase the badge associated with the rank they last held at the time of their promotion.

Employees who are promoted to the rank of Lieutenant agree to have their service assignments within the Department and the durations associated with the same delineated by the Chief of Police.

SECTION 4. Non-Sworn Compensation Schedule (Appendix B): Notwithstanding any other provision of this agreement, the parties agree that all full-time employees shall be eligible for a service time increase based on the following schedule only if the employee has received an overall rating of "Average" or above on the performance evaluation. Approved increases will be based on an overall rating determined by the supervisor considering the various rating factors and giving appropriate weight to each factor.

1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years	8 Years	9 Years
5% Increase	5% Increase	5% Increase	5% Increase	5% Increase	No Increase	5% Increase	No Increase	5% Increase or to maximum

Service time increases will occur as follows: five (5%) percent increase with average or above overall rating at 1 year; five (5%) percent increase with average or above overall rating at two years; five (5%) percent increase with average or above overall rating at three years; five (5%) percent increase with average or above overall rating at four years; five (5%) percent increase with average or above overall rating at five years; five (5%) percent increase with average or above overall rating at seven years; five (5%) percent increase with average or above overall rating at nine years or to maximum of classification.

If a service time increase is not approved at the time the employee is eligible, the employee's service time dates will be adjusted accordingly once employee is approved for the increase. Service time increases must be at least 12 months apart.

Based on the approved BDPA classification/compensation study, the below positions have been reallocated. However, employees currently in these classifications and hired prior to October 1, 2018, are grandfathered in at their current pay grade. When a vacancy occurs within a classification, the City will re-hire at the below listed updated pay grade.

Classifications reallocated to a lower pay grade are as follows:

- Crime Analysis/Intervention Specialist: Pay Grade 12
- Property Evidence Specialist: Pay Grade 11
- Civilian Investigative Specialist: Pay Grade 11
- Animal Control Officer: Pay Grade 10

SECTION 5: Non-Sworn Promotions: When promoted, the employee will receive an immediate ten (10%) percent increase based on their current wage and are eligible for a five (5%) percent increase or to the maximum wage of the classification, after twelve months with an overall average or above evaluation signed by the Chief of Police. Thereafter, the effective date of the promotion becomes the new anniversary evaluation date and the employee will be eligible for service time increases as outlined above in Article V, Section 4 until compensation equals service time.

For purposes of this section, the terms eligibility service time credit, years of service, and eligible service time, are defined as the total number of years employed full time by the City of Coeur d'Alene as a police department employee.

SECTION 6: Educational Increases: It is agreed that police department employees who earn degrees from accredited colleges shall be paid an additional amount based upon the following schedule.

- Associate degree: \$ 0.19/hour
- Bachelor's degree: \$ 0.37/hour
- Master's degree: \$ 0.47/hour

SECTION 7: Senior Pay/Specialty Assignment Increases: It is agreed that a sworn officer, in addition to their regular duties, agrees to train for and participate in, supervise and manage specialty assignments. With eligibility, the sworn officer will be eligible to receive a five (5%) increase after meeting and maintaining the following criteria provided they are an active member not on probation or a performance improvement plan. Eligibility will also require past participation (regardless of rank) and/or management for Supervisors (of at least 12 consecutive months) in two of any of the specialties below. The method of tracking participation in the Senior Pay program is to be determined by the Chief of Police or designee.

Any officer who is selected to participate in a specialty assignment will be on a six (6) month probationary period. During the six month probationary period and at any point of the assignment, removal of assignment will be at the discretion of the Chief of Police. Additionally, officers must maintain a minimum of average or above on all performance evaluations to remain eligible.

Employees who desire to participate in specialty assignments recognize that their primary duty is to serve the community as a law enforcement officer. Participation in specialties above and beyond an officer's primary duty is allowable at the discretion of the Chief of Police and may change depending upon the needs of the City and Department. Participation in a specialty assignment is not to be construed as creating a property right within the position held. Any member who is permitted to be selected to participate in a specialty assignment recognizes he/she may be removed from the assignment based upon performance issues, fit or the discretion of the Chief of Police or designee.

The sworn officer requesting eligibility shall provide the necessary documentation to the Chief of Police, or designee, for review to determine eligibility. The Chief of Police, or designee, shall forward the approval to Human Resources within ten (10) business days upon receipt of written documentation from the officer, and the wage increase implementation shall be effective at the beginning of the following month following the Chief's approval date.

From the onset of eligibility for Police Officer, Sergeant and Lieutenant, all officers must continue to pass the physical fitness standard three (3) out of every five (5) years with a minimum of twelve (12) months between testing. Department will offer quarterly testing with a report generated by the Department and submitted to Human Resources.

A. Senior Police Officer:

1. Five (5) years of service as a City of Coeur d'Alene Police Officer (lateral program eligibility established from Section 2 above will count towards service time for lateral hires).
2. Intermediate P.O.S.T. Certification.
3. Passing score on the P.O.S.T. physical fitness standard in the initial year of eligibility.
4. Past participation (for 12 consecutive months) in two of the below specialty assignments.
5. Current member maintaining specialty position assignment for a minimum of 12 consecutive months before eligibility for any of the below specialty positions.

Specialty Positions:

- a. Detectives
- b. School Resource Officer (SRO)
- c. K-9 (assigned as a handler)
- d. FTO (instruct two officers per year)
- e. S.W.A.T. (assigned to the team in a fully deployable capacity)
- f. Special Intervention & Response (current membership does not meet requirement, only past or concurrent membership)
- g. Drug Recognition Expert (must maintain minimum number of evaluations to maintain certification)

- h. Motor Officer (must deploy on a motorcycle and have successfully completed training)
- i. Tactical Flight Officer (current member in good standing and instruct one flight per month during operating season)
- j. Honor Guard (must attend 75% of details)
- k. Public Information Officer
- l. Phlebotomy (must maintain minimum number of draws per State standard to maintain certification)
- m. Explorer Advisor (must assist with 12 events/trainings per year)
- n. P.O.S.T. Instructor (low liability – must conduct 12 hours of training per year)
- o. P.O.S.T. Instructor (high liability – must maintain certification)
- p. Crisis Negotiation Team (current member with attendance at 75% of callouts)
- q. Community Action Team (current member)
- r. Firearms Instructor (must maintain certification a required by P.O.S.T)

B. Senior Sergeant and Lieutenant:

1. Two (2) consecutive years in each rank as a City of Coeur d'Alene Sergeant and a City of Coeur d'Alene Lieutenant.
2. Intermediate or Supervisory P.O.S.T. Certification.
3. Passing score on the P.O.S.T. physical fitness standard in the initial year of eligibility.
4. Past participation (at any rank) and/or management (for 12 consecutive months) in two of the below specialty assignments.
5. Currently managing, supervising and participating for a minimum of 12 months in any of the following specialty positions.

Specialty Positions:

- a. Detectives
- b. School Resource Officer (SRO)
- c. K-9 (assigned as a handler)
- d. FTO (instruct two officers per year)
- e. S.W.A.T. (assigned to the team in a fully deployable capacity)
- f. Special Intervention & Response (membership alone does not meet requirement, must manage and supervise the team)
- g. Motor Officer (membership alone does not meet requirement, must manage and supervise the team)
- h. Honor Guard (must attend 75% of details)
- i. Community Action Team (current member)
- j. Firearms Instructor
- k. Other specialty positions may be approved by the Chief of Police and City Administrator on a case by case basis.

Additionally, the Sergeant and Lieutenant must currently participate in a minimum of twenty (20) hours per year in any of the following leadership activities:

LEADERSHIP LIST
Qualifying Community Support/Leadership Activities

- Membership and regular attendance in a Service Club (e.g., Kiwanis, Toastmasters, Rotary, etc.)
- Leadership of an accredited Youth Development (e.g., Boy/Girls Club, Boy/Girl Scouts, etc.)
- Elected member of the Coeur d'Alene Police Association Executive Board
- Board Membership or participation with a Community Agency (e.g., School Board, Cooperative Board, NIC)
- Other Leadership roles/activities requested in writing may be approved by the Chief of Police and City Administrator on a case by case basis.

In the event that a sworn officer receiving the senior pay receives a performance evaluation with an overall below average rating, the senior pay will be discontinued and only reinstated after an average overall or above performance evaluation is re-established and maintained for twelve (12) consecutive months. If an employee is placed on disciplinary probation, the senior level pay will be removed on the disciplinary probation effective date and only reinstated once an average or above performance evaluation is established at the end of disciplinary probation and maintained for an additional twelve (12) consecutive months after coming off of disciplinary probation. Eligibility for reinstatement is determined by the department and submitted to Human Resources for wage increase implementation using the first day of the beginning of the next pay period following the Chief's, or his/her designee's, approval date. Assignment of staff and training approval is at the discretion of management and will continue to be based on current practice and available funding.

ARTICLE 9
SICK LEAVE

It is agreed that the sick leave policy, as contained in Rule XI, Section 3 of the Personnel Rules applies with the following additions:

- A. Employees with less than 720 hours accrued sick leave shall receive four (4) hours of vacation for each fiscal year quarter in which they did not use any sick leave.
- B. Upon reaching 720 hours of accrued sick leave, each employee shall select one of the following options for compensation of sick leave accrual:

Option One: Employees having accumulated 720 hours sick leave shall be paid for thirty-three and one-third percent (33 1/3%) of the excess leave forfeited on October 1 each year, and such payment shall be made in November. Rate of pay will be based on the employee's assignment on September 30th of the given year. Upon retirement from the City of Coeur d'Alene, employees will be paid for one-third (1/3) of their accrued sick leave balance at the date of retirement up to a maximum of two hundred forty (240) hours.

Option Two: Employees selecting this option shall not receive any yearly pay back for accrued sick leave. Upon retirement from the City of Coeur d'Alene pursuant to

the provisions of Idaho Code, the separation of employment of an employee due to that employee's job being abolished or the death of the employee, he/she or their beneficiary shall be paid for 41% of the employee's accrued sick leave hours. For the purpose of computing compensation for accrued sick leave at retirement, sick leave shall be calculated as unlimited accrual.

- C. Once an employee has selected one of the above options, that selection may not be changed.
- D. No sick or vacation leave shall be accrued after sixty (60) consecutive calendar days of absence.

ARTICLE 10
BEREAVEMENT LEAVE

SECTION 1. In the event of a death in the immediate family of any represented employee or a possibility thereof, up to 53.35 hours of paid leave of absence shall be granted to employees whose scheduled workday is 10 hours and 40 minutes at the time of death. All other represented employees shall be granted up to 40 hours of paid leave of absence. This equates to the maximum of five (5) scheduled work days and hours will be pro-rated for part-time employees

SECTION 2. Immediate family is defined as spouse, child, mother, father, legal guardians, brothers, sisters, grandparents, and grandchildren of either spouse. Child is defined as the biological, adopted, foster, stepchild, legal ward or a child of an individual acting in the parent's stead.

SECTION 3. Only time taken within thirty (30) days prior to or immediately following a death shall qualify as bereavement leave. An extension of such leave or time taken off for the illness of an immediate family member that does not result in death shall be charged to sick leave, vacation, and/or comp time as the employee requests in accordance with applicable Personnel Rules and leave policies. If an employee is on vacation or sick leave at the time bereavement occurs, bereavement leave shall be used and time off shall not be charged to vacation or sick leave until bereavement leave is exhausted.

ARTICLE 11
VACATION

It is agreed that the vacation leave policy as contained in Rule XI, Section 3 of the Personnel Rules applies, and is set forth in part as follows:

- First through third year of service: Eight (8) hours for each month of service.
- Fourth through fifth year of service: Twelve (12) hours for each month of service.
- Sixth through tenth year of service: Sixteen (16) hours for each month of service.
- After ten (10) or more years of service: Twenty (20) hours for each month of service.

A. The Maximum accumulation of vacation will not exceed three hundred sixty (360) hours. Any employee who has accumulated vacation leave in excess of this amount as of October 1 each

year shall forfeit such excess accumulation if not used by the following January 15, unless otherwise specifically approved in writing by the Chief of Police and Human Resources Director.

B. If an employee is on vacation and becomes ill, the employee may report in sick and claim sick leave for the days the employee is ill. An employee claiming sick leave while scheduled to be on vacation shall provide proof of illness for each of the days for which sick leave is taken. Vacation shall not be charged against that employee's accrued vacation time for the days taken as sick leave. Proof of illness shall be established by a written note from a medical professional. This article is not intended to prohibit an employee from using vacation time for an extended illness once the employee's sick leave has been exhausted.

C. No vacation leave shall be accrued after sixty (60) consecutive calendar days of absence.

ARTICLE 12 HOLIDAYS

SECTION 1. It is agreed that the holiday policy as contained in Rule XI, Section 9 of the Personnel Rules applies with the following additions:

SECTION 2. All Association members shall receive 8 hours of holiday pay for each of the following holidays:

1. Veteran's Day
2. Thanksgiving Day
3. The day following Thanksgiving
4. December 24th
5. Christmas Day
6. New Year's Day
7. Martin Luther King, Jr. Day
8. President's Day
9. Memorial Day
10. Independence Day
11. Labor Day

If December 24th falls on a Saturday or Sunday, the preceding Friday shall be observed.

SECTION 3. It is agreed that all holiday pay for sworn officers whose scheduled workday is 10 hours and 40 minutes or assigned to the traffic unit shall be paid in one separate check on or before October 31, after the end of the fiscal year as an expense incurred in the prior fiscal year.

Such holiday pay shall be paid at double the employee's base hourly rate of pay for eighty (88) hours whether or not the employee worked the holiday. Employees in a leave without pay status at the time of the holiday are not eligible for holiday pay.

SECTION 4. All sworn personnel subject to this Agreement who are assigned to a Division that is not scheduled for a 10 hour and 40 minute workday nor assigned to the traffic unit will have two options available for Holiday compensation.

One option will be chosen by the sworn officer upon assignment and will not change until assigned to a 10 hour and 40 minute workday, traffic unit or promotion within the Division. All sworn personnel assigned to the Division on October 1, 2018 must select an option in writing by November 15, 2018 with any change effective November 1, 2018. If no option is selected by that date, it will default to Option A and may not be changed while that employee is still assigned to the Division, unless the employee is promoted. At no time, regardless of option selected, shall an employee receive more than three and one half (3 ½) times their hourly pay for any given holiday.

Option A) Sworn personnel electing this option will receive the following specialty compensation in addition to their base wage.

- Investigation personnel: \$3.00 per hour;
- School Resource Officers: \$2.35 per hour.

The specialty compensation shall not be paid to employees on worker's compensation or employees on extended sick leave in excess of fifteen (15) days.

NOT SCHEDULED TO WORK THE HOLIDAY:

Personnel will take the observed holiday off and employee receive straight time pay for eight (8) hours (Holiday Not Worked).

If the observed holiday falls on a regularly scheduled workday, hours are recorded per the following example:

Observed holiday is on a Monday and Employee's Regular Schedule is ten (10) hours per day on Monday through Thursday, the time record will show:

- Eight (8) hours – Holiday Not Worked recorded on the observed holiday (Monday) + Two (2) hours – Either Regular hours (if the 2 hours are worked) or vacation/comp Leave* (if no hours are worked)
- Ten (10) hours – Tuesday through Thursday, Regular hours if worked or approved leave accordingly.

Result: Forty (40) hours total for the work week.

If the observed holiday falls on a regularly non-scheduled workday, to avoid overtime, the employee will be scheduled another day off within the same work period (Sunday through Saturday) and hours are recorded per the following example:

Observed holiday is on a Monday and Employee's Regular schedule is ten (10) hours per day on Tuesday through Friday. The employee is scheduled off on Tuesday. The time record will show:

- Eight (8) hours – Holiday Not Worked recorded on the observed holiday (Monday) +
- Two (2) hours – Either Regular hours (if the two hours are worked) or vacation/comp

Leave* (if no hours are worked)

- No hours are recorded for Tuesday since it would be scheduled off
- Ten (10) hours – Wednesday through Friday, Regular hours if worked or approved leave accordingly.

Result: Forty (40) hours total for the work week.

Members may not change work schedules without approval from the division Captain during holiday weeks or in the week immediately before or after the observed holiday.

SCHEDULED IN ADVANCE TO WORK THE HOLIDAY (Receives Holiday pay in a separate check in lieu of holiday not worked in regular pay check)

If an employee is scheduled in advance to work on a holiday, they will receive Holiday Pay in a separate check per Section 3 at double the employee's base hourly rate for up to eight hours for the holiday. Hours are recorded per the following examples:

Example 1: Employee's Regular schedule is during the weekdays Monday through Friday and the actual holiday to be worked is on Saturday, but is observed on the prior Friday. The time record will show:

- No hours are recorded for the Friday observed holiday (Instead employee will be receiving Holiday pay per Section 3)
- Overtime paid on all hours worked on Saturday (non-scheduled day)

Example 2: Employee's Regular schedule is ten (10) hours per day on Monday through Thursday and Monday is the observed holiday to be worked. The time record will show:

- No hours are recorded for Monday (Instead employee is receiving Holiday pay per Section 3 for Monday.)
- Straight time is paid for the first 10 hours worked and overtime is paid for any additional hours worked on Monday (scheduled work day)

Example 3: Employee's Regular schedule is ten (10) hours per day on Tuesday through Friday and Monday is the observed holiday to be worked. The time record will show :

- No hours are recorded for Monday (Instead employee receives Holiday pay per Section 3 for Monday).
- Overtime paid on all hours worked on Monday (non-scheduled day)

The above examples are for illustrative purposes to demonstrate the methodology used based on the current work schedule and are not intended to prohibit alternative work schedules. In the event that an employee is assigned to an alternative work schedule the same methodology in determining how the holiday will be paid will be applied to that work schedule.

CALLED IN TO WORK ON A HOLIDAY DUE TO NECESSITY (Observed holiday or actual holiday that lands on the weekend):

The employee receives straight time pay for eight (8) hours (Holiday Not Worked) on the observed holiday plus double time for all hours actually worked on the observed or actual holiday.

The intent is that an employee electing this option will be paid holiday pay for eight hours per day for eleven holidays during one fiscal year, for a maximum of eighty-eight (88) hours for the fiscal. Employees that work a flexible schedule with a regular work day that is greater than eight (8) hours may elect to either work or use accrued leave to make up the difference between the eight (8) hours pay received for a holiday and the established flexible work day.

Option B) Sworn personnel who choose this option will be compensated in the same manner as the sworn personnel in Section 3 and will receive holiday pay in a separate check per Section 3 at double the employee's base hourly rate for up to eight hours per holiday. Personnel will have the ability to flex their work schedule to have the observed holiday off, but shall work a 40 hour work week. The pay is not intended to hinder a vacation or comp-time leave request and the employee may request leave time off subject to their supervisor's approval.

SECTION 5. If Records Specialist, Animal Safety Officer, Fleet Management & Supply Specialist or Civilian Investigative Specialist are scheduled in advance to work holidays, they shall be paid in the same pay period as the observed Holiday at double the employee's base rate of pay for a maximum of 8 hours. Any hours worked greater than 8 hours shall be paid at one and one half times the hourly rate. Civilian Investigative Specialist may be required to work the 4th of July.

Records specialist, Animal Safety Officer, Equipment Specialist or Civilian Investigative Specialist will take a holiday off if the holiday falls on a scheduled workday and receive straight time pay for eight (8) hours (Holiday Not Worked). Should the observed holiday fall on a non-scheduled day, the employee receives straight time pay for eight (8) hours (Holiday Not Worked) for the observed holiday and to avoid overtime, is scheduled another day off within the same work period (Sunday through Saturday).

It is agreed by both the Police Association and the City to continue in good faith to address the ongoing issues of the holiday pay method of compensation and management conditions in preparation for future negotiations.

ARTICLE 13 OVERTIME

SECTION 1. It is agreed that all overtime shall be paid at one and one half times the hourly rate based on an established work period. All overtime requires supervisor approval prior to working overtime hours.

SECTION 2. Definitions:

A. Designated work period: The agreed upon work period for all full-time sworn police officers is based upon a twenty-eight (28) day work period and is an average of forty (40) hours per week. The FLSA work cycle shall be a 28-day cycle, beginning October 1st, 2018.

The work schedules may be five days working-four days off, five days working-four days off, five days working-five days off; five (5), eight (8) hour days with two (2) consecutive days off; or

four (4) ten (10) hour days with three (3) consecutive days off. The Chief of Police, or designee, will determine the schedule to be worked based on the needs of the Department.

It is further agreed that employees who are scheduled to work two consecutive shifts when transferring from Graveyard to Day shift shall be paid at the appropriate overtime pay rate for the second shift.

B. Designated work week: All non-sworn full-time employees will work forty (40) hours per week with consecutive days off. Alternative work schedules shall be based upon a forty (40) hour work period and may consist of more than eight (8) hours per day.

The designated work week shall consist of seven consecutive days beginning on Sunday and ending on Saturday at midnight. Any additional hours in a work week shall require the supervisor's approval and will be overtime.

SECTION 3. It is agreed that when an employee is required to report to work on a regularly scheduled day off or when off-duty on a scheduled work day a minimum of three hours pay at overtime/comp time rates shall be paid. However, if the employee is called out within three (3) hours of their regular start time, only the time worked up to the start time will be paid at an overtime rate. Example: The employee is called out at 5 am and the regular start time is 7 am, only two hours of overtime will be paid.

SECTION 4. With Management approval, employees may receive compensatory (comp) time off in lieu of overtime at a rate of time and one-half for each hour of overtime worked. Employees may not accrue more than 240 hours of comp time, except sworn officers who shall not accrue more than 480 hours of comp time. All hours of comp time worked beyond 240 hours must be paid overtime, however eligible police positions shall be paid overtime beyond 480 hours as set forth by the Fair Labor Standards Act (FLSA). Upon separation of employment, employees shall receive monetary compensation for accumulated comp time.

ARTICLE 14 STANDBY DUTY

It is agreed that when an employee is required by his/her department head or by subpoena to be on standby and available for immediate call back, such employee shall be compensated in the following way; every two (2) hours of required standby shall be compensated at a rate equal to one (1) hour of regular pay or compensatory time off. It is the employee's responsibility to notify his/her supervisor if standby time is requested because of a subpoena. Employees must document verification of being placed on standby by the court or prosecutor's office. Overtime requests without this verification for standby will not be accepted.

If an employee is placed on standby duty by the employee's supervisors related to a special event, the employee will receive one hour of regular pay or compensatory time for every two hours the employee is requested to be on standby. If the employee is called out, the employee will be compensated for their actual call out time at an overtime rate.

ARTICLE 15
AVAILABILITY/ON-CALL PAY

The Investigative Division Personnel shall be available and “on-call” on a rotational basis. The officers agree to be reachable and capable of responding within 45 minutes. The personnel shall include one supervisor and two detectives and shall be available after regular work hours from Monday at 5 p.m. until the following Monday at 7 a.m. The patrol supervisor or detective supervisor will assign on-call personnel.

It is agreed the personnel assigned to the Investigative Division designated as being “on-call” shall be compensated at \$4.25 per hour for each “on call” hour that falls outside of regular working hours. The total amount of “on call” hours for a given week cannot exceed 118 hours per person.

When a member is on-call and is “activated” to respond to an Investigations call-out, overtime or comp-time shall be paid at one and one half (1½) times the hourly rate. It is also agreed that when an employee is required to report to work on a regularly scheduled day off, a minimum of three (3) hours of pay at overtime or comp-time rates shall be paid. However, if an employee is called out within three hours of their regular start time, only the time worked up to the start time will be paid at an overtime or comp-time rate. Callout availability/ on-call pay will not be paid for the hours that an employee is “activated” and performing investigative activities.

ARTICLE 16
COURT TIME

It is agreed that compensation for court time shall be in accordance with Article 13 of this Agreement. A minimum of three (3) hours at overtime rates shall be paid for employees required to be in court on a regularly scheduled day off or when off-duty on a scheduled workday, except when court duty begins less than two hours before scheduled duty hours.

Employees shall call in or check the prosecutor website, if applicable, the day before the scheduled court appearance to verify that their attendance is required.

If an employee is not called off the day before the scheduled court appearance, the employee shall be paid for three (3) hours at overtime rates.

ARTICLE 17
SHIFT DIFFERENTIAL

It is agreed that a shift differential shall be paid to those employees regularly assigned to work power or graveyard shifts. If temporarily assigned to work power or graveyard shifts for less than ten (10) consecutive scheduled shifts, no shift differential will be paid. Shift differential shall not be paid to employees on worker’s compensation or employees on extended sick leave in excess of fifteen (15) consecutive scheduled work days. Compensation is as follows: No shift differential shall be paid for any shift starting prior to 2 pm.

- Shifts starting between 1400 - 2000: \$1.00 per hour
- Shifts starting between 2000 - 0300: \$2.25 per hour

ARTICLE 18
INJURY LEAVE

It is agreed that employees who suffer a service incurred injury or illness that are eligible for temporary time-loss payments under the Worker’s Compensation Law (Idaho Code 72-301) shall not have lost duty time deducted from his/her sick leave account for a period not to exceed one (1) year from the date of commencement. Any time-loss payments received by the employee as a result of worker's compensation shall be paid to the City as long as the employee is continuing to receive base wages. Should the employee continue to be unable to return to work after one (1) year from the date of injury, the City shall begin to charge the employee’s sick leave account the difference between his/her base wage and the amount of time loss payments received by the City; such payments shall be credited to the employee’s sick leave account until the sick leave is exhausted or the employee is released for return to work. Accrued vacation leave may be used at the employee’s discretion after sick leave is exhausted. It is further agreed that any employee participating in this program shall not receive accrued sick leave during their period of disability. The City may, at its option and expense, require that the employee be examined by a physician appointed by the City. The examining physician shall provide to the City and the employee a copy of his medical findings and his opinion as to whether or not the employee is able to perform his or her normal work duties, what duties the employee is able or unable to perform, and, if the employee is unable to resume normal duties, a prognosis of when the employee may be expected to resume normal duties.

ARTICLE 19
MEDICAL INSURANCE

SECTION 1. The City agrees to provide a medical insurance program for the employee and eligible dependents. One hundred (100%) percent of the employee's medical insurance premium will be borne by the City for single employee plan coverage only. Employees shall pay a minimum of 10% of the total employee selected medical insurance premium when including IRS eligible dependents on the medical plan and when premiums change, the employee shared premium adjustment will be made accordingly.

If dependent premium increase quotes from the insurance companies are greater than 5% over the previous year, the City will cover the initial 5%, the employee will be responsible for the next 2% and if the premium is above 7%, the following will be implemented in an attempt to reduce the increase in premium cost in the following order:

1. The City is authorized to increase the medical plan co-pays at a rate not to exceed \$5.00 per visit each fiscal year.
2. If the co-pay increase for emergency room, doctor’s visits or prescriptions are not sufficient to reduce the premium increase cost to the City to 5% or less, the employee shall also pay 25% of the premium net increase.

3. If this does not reduce the City's responsibility of the premium increase to 5% or less, the medical insurance review committee, hereafter referred to as "Committee," will be "activated" to review possible changes or alternate plans. The medical plan and the employee contribution amount will stay the same until completion of the Committee review.
4. Any savings in premiums greater than 2% of the previous year's premium will be reallocated through the Health Reimbursement Arrangement (HRA)/VEBA to all benefited full-time employees.

The Committee shall consist of four members. There shall be one member from each of the following four employee groups: Lake City Employee's Association, Fire Union, Police Association, and non-represented employees. The members shall be selected by their respective employee group and shall be active dues paying members where applicable. Each Committee member has one (1) vote. The Committee's goal is to work in good faith to research options which may reduce or maintain the medical premiums and/or options which may increase the employee's contribution toward the total family premium such that the total family premium cost increase to the City is 5% or less over the previous year. A decision by the Committee shall be made by September 1st of the year in which the Committee is activated. The decision reached by majority vote will be implemented October 1st. If consensus is not reached or the Association does not agree with the majority, this Agreement will reopen immediately for negotiations relative to compensation including wages, Health Reimbursement Arrangement HRA/VEBA, Medical Insurance, and other insurance benefits. The Association and the City agree to bargain in good faith to reach an agreement on or before September 30th.

SECTION 2. If the employee elects to opt out of the City's medical insurance plan, the employee's premium on the selected medical insurance plan that the City would have paid for single coverage will be placed in the employee's HRA/VEBA. Proof of other medical insurance, not provided by the City, must be provided by the employee.

SECTION 3. Vision Insurance. The City agrees to pay one hundred percent (100%) of the premium costs for family vision coverage.

SECTION 4. An employee who retires from the City of Coeur d'Alene pursuant to the provisions of Idaho Code may elect to remain on the City's Health Insurance program until that employee becomes eligible for Medicare or Medicaid. Such election must be made as prescribed by federal law at the time of the employee's retirement. Employees who so elect shall be responsible for paying the applicable premium on or before the first day of each month in order to continue receiving this benefit. Any employee who elects to terminate his/her medical insurance coverage or who fails to make timely premium payment shall not be allowed to re-enroll. No new dependents may be added to the employee's coverage following retirement. The employee may elect to have the premiums paid from funds which the employee is entitled to receive under Option Two of Article 9, Section B until such time as their sick leave accrual funds are exhausted.

SECTION 5. Effective October 1, 2018, the City will contribute one hundred fifteen dollars \$115.00 per month to the full-time employee's Health Reimbursement Arrangement (HRA)/VEBA and prorated for part-time employees.

SECTION 6. The City agrees to contribute One Thousand Dollars (\$1,000) annually for an individual employee deductible and Two Thousand Dollars (\$2,000) annually for an employee family deductible into the employees HRA/VEBA plan. The contribution will be deposited into the employee's HRA/VEBA plan on a monthly basis with the applicable deductible contribution divided by the applicable months of eligible coverage.

ARTICLE 20
DENTAL INSURANCE

It is agreed that the City shall contribute one hundred percent of the premium for dental insurance for the employee and their eligible dependents during the term of this Agreement.

ARTICLE 21
LIFE AND DISABILITY INSURANCE

SECTION 1. It is agreed that the City will provide life insurance for employees and dependents as follows:

- Employee Life Insurance \$50,000
- Dependent Life Insurance \$ 1,000
- Accidental Death & Dismemberment Insurance, Employee Only \$50,000

SECTION 2. It is agreed that the City will provide disability insurance for employees which would provide a disabled employee sixty percent (60%) of base wage (as described per policy) until Social Security Normal Retirement Age after sixty (60) days of lost time. All accrued sick leave shall be used before insurance compensation begins. It is understood and agreed that affected employees could receive pro-rated vacation leave benefits, if available from the employee's vacation leave account, to maintain base wages after insurance compensation begin. It is not the intent of this section to provide the employee with any benefit that would result in the employee being compensated in any manner in excess of 100% of the employee's base wages. No vacation or sick leave shall accrue after sixty (60) consecutive calendar days of absence.

ARTICLE 22
SELECTION PROCEDURE

SECTION 1. New Hires: It is agreed that new hires shall be controlled by the appropriate provisions of the Personnel Rules.

SECTION 2. Promotions: It is agreed that any promotions shall be subject to a six (6) month probationary period.

SECTION 3. Transfers: It is agreed that all transfers within the Police Department will occur without the loss of seniority or accrued benefits to the affected employee as long as there is no break in continuous service time.

ARTICLE 23
SPECIALTY COMPENSATION

It is agreed an assigned Field Training Officer (FTO) shall be eligible for FTO pay when they are actively training a police officer. When the FTO is not actively training another police officer, they are not eligible for the specialty compensation. Only sworn police officers are eligible for this specialty compensation.

FTO pay: 7% above the current base hourly wage

It is agreed an assigned K9 officer shall receive the last hour (1 hour) of the scheduled work day for dog care.

ARTICLE 24
MILITARY LEAVE

Employees who serve in the National Guard or other Reserve component of the Armed Forces of the United States may request they be paid the difference between the employee's base wages and the compensation they receive while participating in required training under the following conditions:

1. The training must be required by the Reserve or Guard component that the employee is a member of and the employee must provide a copy of their official Orders to the police department and Human Resources as far in advance as possible. Official Orders shall be kept in the employee's official personnel file.
2. Employee must have completed at least 12 months continuous employment with the City prior to being eligible for such leave.
3. Employee will not be eligible for compensation if the training is on off-duty days or is voluntary.
4. The paid benefit is limited to a total of 160 hours (pro-rated if less than full-time) of straight time compensation per calendar year subject to review and approval from the Chief of Police and the Human Resources Director. The paid benefit will not affect vacation or sick leave.
5. The employee must provide Human Resources records of the compensation received from the required military training within 2 weeks of the completion of the training.
6. The City will pay the employee the difference between what the employee was paid for the required training and what the employee would have earned from normal straight-time pay for base wages, for a period not to exceed 160 hours.

7. The paid benefit does not apply to travel time, it is only applied to the employee's contractual days of obligation per military Orders.

The City of Coeur d'Alene adheres to all guidelines as stated in the provisions of Idaho Code 46-216, 46-224 and the Uniformed Services Employment and Reemployment Rights Act (USERRA).

ARTICLE 25 PRE EMPLOYMENT INVESTIGATIONS

It is agreed that any individual offered employment in any position within the Police Department must first undergo and successfully pass a complete background investigation.

ARTICLE 26 WORK SCHEDULE

SECTION 1. Full-time sworn officers, whose scheduled workday is 10 hours and 40 minutes: The work schedule can be prepared three (3) times per year and the three (3) shift rotations are as follows: October through January, February through May, and June through September. The schedule for the next shift rotation must be completed before the shift rotation begins.

Changes to work period and/or shift rotations will be necessary and it is always the goal to meet minimum staffing with the least amount of cost to the department and disruption to the employee's schedule. Changes may be made at any time if mutually agreed.

Once the schedule is posted, Management may make changes as long as the change is made and the employee is notified 72 hours prior to scheduled change. If the schedule change is not completed 72 hours prior, options regarding flextime, overtime or comp time are to be discussed with the officer and changes must be mutually agreed upon. Regardless of whether the change is management driven or mutually agreed upon, any employee required to work on a scheduled day off (unless it is approved flextime in the same work period) or to extend beyond the end of his normally schedule shift shall be paid overtime or receive compensation time off in accordance with Personnel Rule V, Section 4 or with Article 13 (Overtime) of this Agreement.

It is understood and agreed that employees may be scheduled to work more than their scheduled time during a work period as requested by a supervisor and/or in order to accommodate the three (3) department required shift rotations per year and shall receive overtime compensation for the additional scheduled hours worked.

If at shift rotation you are scheduled to work more than five (5) days in a row you will get overtime for everyday worked above five (5) that you are scheduled. For example, if you work eight (8) days in a row you will be paid for five (5) regular days and three (3) overtime days. However, if the employee uses vacation, comp or sick time during the transition from one shift rotation to the next, no overtime will be paid for those days. For example, if you are scheduled to work eight days in

a row but you take two vacation days off on the 5th and 6th day, both days are paid at straight time and the 7th and 8th days worked, will be overtime days.

During a shift rotation change, you are not guaranteed a full four (4) or five (5) day break. So if you end your shift working five (5) days, then have one day off and come back for five (5) more days, you would not be compensated at an overtime rate for any of the days because the one day off would be considered your weekend/break.

It is also understood that an employee may request to adjust their scheduled days off upon the approval of the shift supervisor by flexing their hours worked. The day/days flexed will be within the same work period.

In addition, when an employee is released to light duty, the employee's work period or shift rotation will be adjusted and set by Management based on available duty.

SECTION 2. Employees may exchange shifts when first approved by the Lieutenant, Captain or Chief of Police.

ARTICLE 27 WORKING OUT OF CLASSIFICATION

SECTION 1. Any member who is temporarily assigned to accept the responsibility and carry out the duties of the next higher rank shall, beginning with the sixteenth (16th) consecutive working day when so assigned, be paid five percent (5%) above their current base wage for the duration of such assignment.

ARTICLE 28 SENIORITY

SECTION 1. For purposes of determining preferences for vacation scheduling, shift bidding, scheduled days off, and other purposes where, in the judgment of the Chief of Police, seniority should be utilized, the Chief of Police shall prepare a seniority list which shall rank employees based upon:

- A. Departmental Seniority: the total length of continuous service within the Coeur d'Alene Police Department;
 - a. When more than one new officer joins the Department within the same time period and those officers are required to attend the Basic Patrol Academy as part of the same class, seniority will be determined based upon their class ranking at the completion of the Academy;
 - b. If more than one lateral officer joins the Department on or near the same date, seniority will be determined by the total years of service credit based on the lateral officer program, Article 8, Section 2. If after that calculation is complete and the officers have the same

seniority, they shall be ranked in the order an official offer of employment was extended and accepted.

- B. Classification Seniority: the total length of continuous service within the classification to which each employee is currently appointed.
- C. Shift bidding will be done in the order of department seniority as follows unless a different process is mutually agreed upon between the Police Association and Police Management: The order will start with the most senior officer/civilian investigative specialist and then proceed to the next senior officer/civilian investigative specialist once the previous officer/civilian investigative specialist has selected all shift rotations and days off for the entire year. There will be no mandated shift rotation with the exception of the following: Officers/civilian investigative specialist on probation or on disciplinary probation will have their shift rotations determined by a supervisor until they have successfully completed their probation period.

Shift bidding will be done in the order of Department seniority as follows (unless a different process is mutually agreed upon between the Police Chief and the Association):

- a. Patrol: The order will start with the most senior member/civilian investigative specialist and then proceed to the next senior member/investigative specialist in order until all available designated spots are filled.
- b. FTO/SWAT: The order will start with the most senior FTO/SWAT member and proceed to the next senior FTO/SWAT position until all available designated positions are filled.
- c. Officers/civilian investigative specialist on probation are subject to being assigned shifts at the discretion of Chief of Police, Captains or Lieutenants.

Changes to the schedule will be per ARTICLE 26 WORK SCHEDULE.

SECTION 2. “Continuous service” shall include all service with the City of Coeur d'Alene for which the employee has been in a full pay status, as a probationary or regular employee dating from the most recent month the employee was not so employed.

SECTION 3. This Article shall have no application for determining service credit for purposes of eligibility for promotional examination or service credit points as determined by the Personnel Rules.

ARTICLE 29 TUITION REIMBURSEMENT PROGRAM

The City agrees to reimburse employees, at the in-state tuition rates for public education institutions in Idaho, one hundred percent (100%) with an "A" or "B" grade and eighty (80%) with a "C" grade of the cost of tuition and/or registration fees for any approved courses, which are directly related to the employee's present position or expected promotional position, but

which courses are not required by the city and are attended upon the employee's personal volition. The courses shall be approved for reimbursement by the Chief of Police thirty (30) days prior to the start of the course and forwarded to the Human Resources Director. All books, supplies and travel expenses shall be paid by the employee and the approved courses shall be taken outside of regularly scheduled working hours of the employee. If an employee voluntarily separates from the City's employment within two years of receipt of tuition reimbursement, he/she agrees to reimburse the City in full for the total amount of tuition reimbursement paid by the City to the employee.

The Police Department shall budget \$16,000 per fiscal year for the potential reimbursement of Police Department employees for this program. In the event the budgeted amount is not used by the end of the fiscal year, the remaining balance will be transferred to the police department's training budget as an addition to, not in lieu of, the department's training budget and shall be used for training during the following fiscal year.

ARTICLE 30 EXPENSE REIMBURSEMENT

The Department recognizes the need for its members to travel pursuant to performing the functions of their job, attending training and other activities associated with representing the Department. In such instances members will be reimbursed by the City for expenses incurred while on official travel. The member's allowable reimbursement will be associated with meals and incidental expenses. The rates associated with reimbursement will be tied to the Idaho State Board of Examiners. The rate for each of the foregoing categories (meals and incidental expenses) will be calculated in total based upon the duration and location of travel using established procedures delineated within the Idaho State Travel Policy and Procedure Guidelines. The member can elect to receive the total amount necessary for the entire duration of travel/training prior to initiating travel in the form of a check (which is not to be considered income in accordance with all IRS regulations governing the same, nor will the employee be required to return any unused amount). Any expenses incurred above and beyond the amount provided will be the responsibility of the member.

In the alternative, the Member can use his/her City P-card while travelling to pay for expenses associated with meals and incidentals. At the completion of the member's travel, the total amount incurred on the P-card will be compared to the total amount allowable as delineated above. Any amount in excess of the allowable GSA rates will be the responsibility of the member. This amount will be determined by simply comparing the total amount charged on the P-card with the total amount allowable under GSA guidelines. If the total amount on the member's P-card is less than the GSA allowable amount, the Member is not required to take further action. If the total amount on the member's P-card is more than what is allowable pursuant to the GSA, the member must reimburse the City for the difference.

ARTICLE 31
SEVERABILITY

If any article, or portion hereof, of this Agreement is found to be in conflict with any statute or regulation of the United States or the State of Idaho by a court of competent jurisdiction, such articles, or portions of articles, shall be deemed null and void and of no further effect. However, such articles or portions of articles shall be severable from the remainder of this Agreement and all other provisions hereof shall continue in full force and effect.

ARTICLE 32
SURVIVORS BENEFIT

In the event a member of the Association dies during the course and scope of their employment, a Survivors Benefit in the amount of six (6) months wages shall be payable to the descendant's named survivor. Further, to be eligible for this benefit, each member of the Association shall submit the provided survivor's designation form to the Human Resource Office within thirty (30) days of date of hire.

ARTICLE 33
PERSONNEL REDUCTION

Whenever it becomes necessary, through lack of work or funds, or for other good causes to reduce the workforce, the reduction shall be based on seniority (the most recent hire) within the given classification and shall include time served on military leave of absence. The name of the employee laid off shall be placed at the head of the appropriate eligibility list in the order of total cumulative time served and shall have precedence for rehiring. A sworn officer must remain certifiable to be rehired. If the employee who was laid off fails to respond within fourteen (14) days to a registered letter indicating a position is available, the name is removed from the list.

In the event the reduction is in the Lieutenant or Sergeant classification, the effected employee shall have the option to move to the next lower open position rather than being laid off. At that point, the employee with the most recent hire date within the police officer classification shall be laid off. All subsequent personnel reduction must be handled in the aforementioned manner.

ARTICLE 34
TERM OF AGREEMENT

SECTION 1. This Agreement shall be effective as of the first day of October, 2018 and shall remain in full force and effect until the 30th day of September 2021. If a new agreement has not been reached between the CITY and the ASSOCIATION upon expiration of this agreement, this agreement will remain in effect and unchanged until a new agreement is reached.

The terms and conditions set forth in this Agreement are hereby ratified and agreed upon this 21st day of August, 2018.

CITY OF COEUR D'ALENE:

COEUR D'ALENE POLICE ASSOCIATION:

Steve Widmyer, Mayor

Johann Schmitz, President

ATTEST:

Renata McLeod, City Clerk

Brandon McCormick, Secretary

City of Coeur d'Alene
Sworn Officer Compensation Schedule
Appendix A

<i>Lieutenant</i>	Minimum	Maximum	Senior Pay
FY 2018-2019	\$44.59	\$49.07	\$51.52
FY 2019-2020	\$46.16	\$50.80	\$53.34
FY 2020-2021	\$47.79	\$52.59	\$55.22

<i>Sergeant</i>	Minimum	Maximum	Senior Pay
FY 2018-2019	\$37.49	\$40.54	\$42.57
FY 2019-2020	\$38.81	\$41.97	\$44.07
FY 2020-2021	\$40.18	\$43.45	\$45.62

- All promotions to Sergeant or Lieutenant start at Minimum
- Eligible for a 5% increase annually on anniversary date until employee reaches maximum

<i>Police Officer</i>	Minimum	Maximum	Senior Pay
FY 2018-2019	\$24.21	\$34.08	\$35.78
FY 2019-2020	\$25.06	\$35.28	\$37.04
FY 2020-2021	\$25.94	\$36.52	\$38.35

- Police Officer Recruit placed at the Police Officer Minimum upon completion of Academy
- Year 1: 5% Increase
- Year 2: 5% Increase
- Year 3: 10% Increase
- Year 4: 10% Increase
- Year 5: 5.5% Increase

<i>Police Officer Recruit</i>	Minimum
FY 2018-2019	\$23.06
FY 2019-2020	\$23.87
FY 2020-2021	\$24.71

- During Academy

City of Coeur d'Alene
 Non-Sworn Employee Compensation Schedule
 Appendix B

<i>Pay Grade 15</i>	Minimum	Maximum
FY 2018-2019	\$28.52	\$40.14
FY 2019-2020	\$29.23	\$41.14
FY 2020-2021	\$29.96	\$42.17

<i>Pay Grade 12</i>	Minimum	Maximum
FY 2018-2019	\$22.19	\$31.22
FY 2019-2020	\$22.75	\$32.00
FY 2020-2021	\$23.31	\$32.80

<i>Pay Grade 11</i>	Minimum	Maximum
FY 2018-2019	\$20.55	\$28.92
FY 2019-2020	\$21.07	\$29.64
FY 2020-2021	\$21.59	\$30.38

<i>Pay Grade 10</i>	Minimum	Maximum
FY 2018-2019	\$19.39	\$27.28
FY 2019-2020	\$19.88	\$27.96
FY 2020-2021	\$20.37	\$28.66

<i>Pay Grade 9</i>	Minimum	Maximum
FY 2018-2019	\$18.29	\$25.74
FY 2019-2020	\$18.74	\$26.38
FY 2020-2021	\$19.21	\$27.04

- Year 1: 5% Increase
- Year 2: 5% Increase
- Year 3: 5% Increase
- Year 4: 5% Increase
- Year 5: 5% Increase
- Year 7: 5% Increase
- Year 9: 5% Increase

The non-sworn pay grades are leveled within the City Wide Pay Structure.

PUBLIC HEARINGS

**CITY COUNCIL
STAFF REPORT**

FROM: TAMI STROUD, ASSOCIATE PLANNER
DATE: AUGUST 21, 2018
SUBJECT: A-1-18 – ZONING IN CONJUNCTION WITH ANNEXATION FROM COUNTY AG-SUBURBAN TO CITY R-17
LOCATION: +/- 1.22 ACRE PARCEL NEAR THE INTERSECTION OF 15th STREET & BEST AVENUE
OWNER: William Brooks
2400 N. 15th St.
Coeur d’Alene, ID
APPLICANT: Aspen Homes and Development LLC
1831 N Lakewood Dr. Ste A
Coeur d’Alene, ID

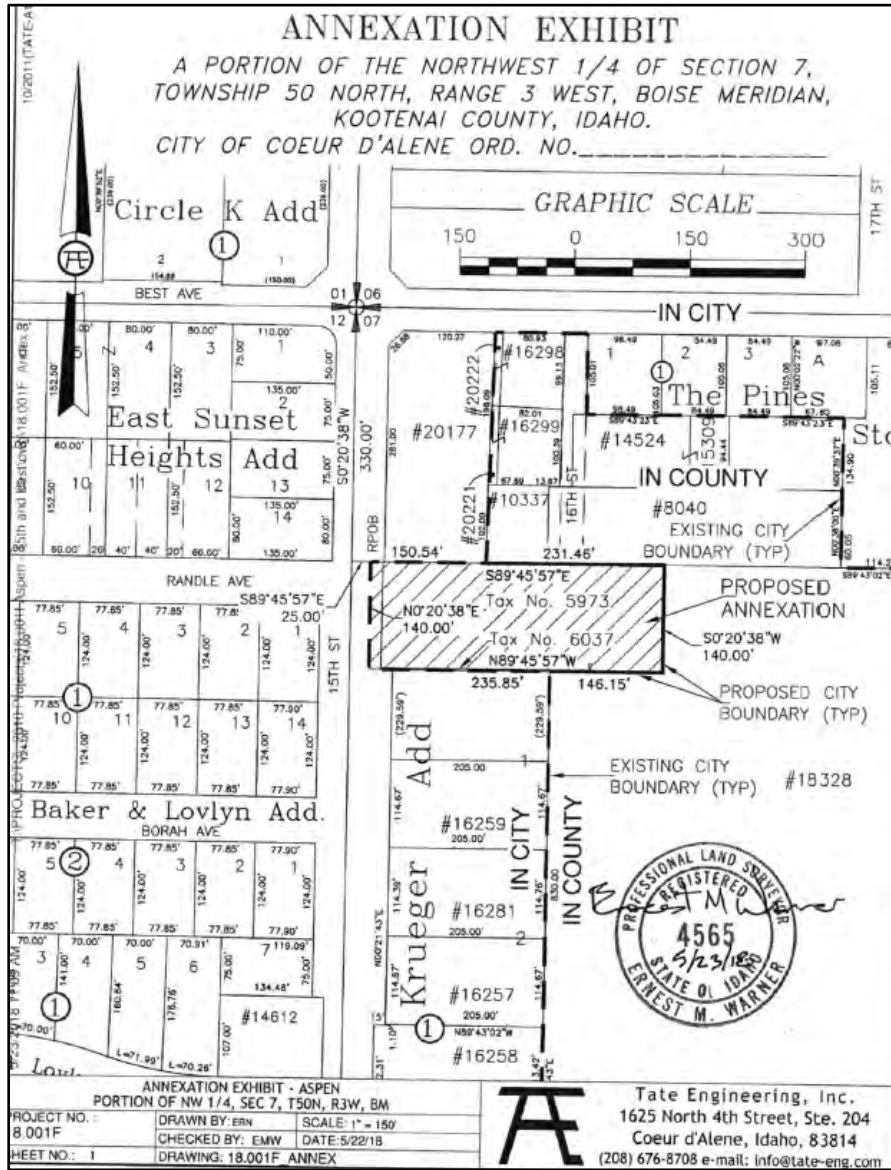
DECISION POINT:

Aspen Homes and Development, LLC is requesting consideration of annexation of a +/- 1.22 acre parcel in Kootenai County, currently zoned Ag-Suburban, to be incorporated into City Limits with an R-17 zoning designation.

VICINITY MAP:



ANNEXATION MAP:



GENERAL INFORMATION:

The subject property is located near the southeast corner of the intersection of 15th Street and Best Avenue. Currently there are an existing single-family residence and an accessory structure on the property. Land uses in the area include: a Planned Unit Development (PUD), residential single-family, multi-family, civic, commercial, and vacant land. The zoning pattern shows C-17, R-12, R-17, R-8 and R-8PUD zoning in the area surrounding the subject property (see zoning map on page 3).

- Planning Commission, on July 10, 2018 recommended approval to City Council by a vote of 6 to 0 to annex the subject property into the city with an R-17 zoning designation.

Requested R-17 (Residential at 17 units/acre) 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.

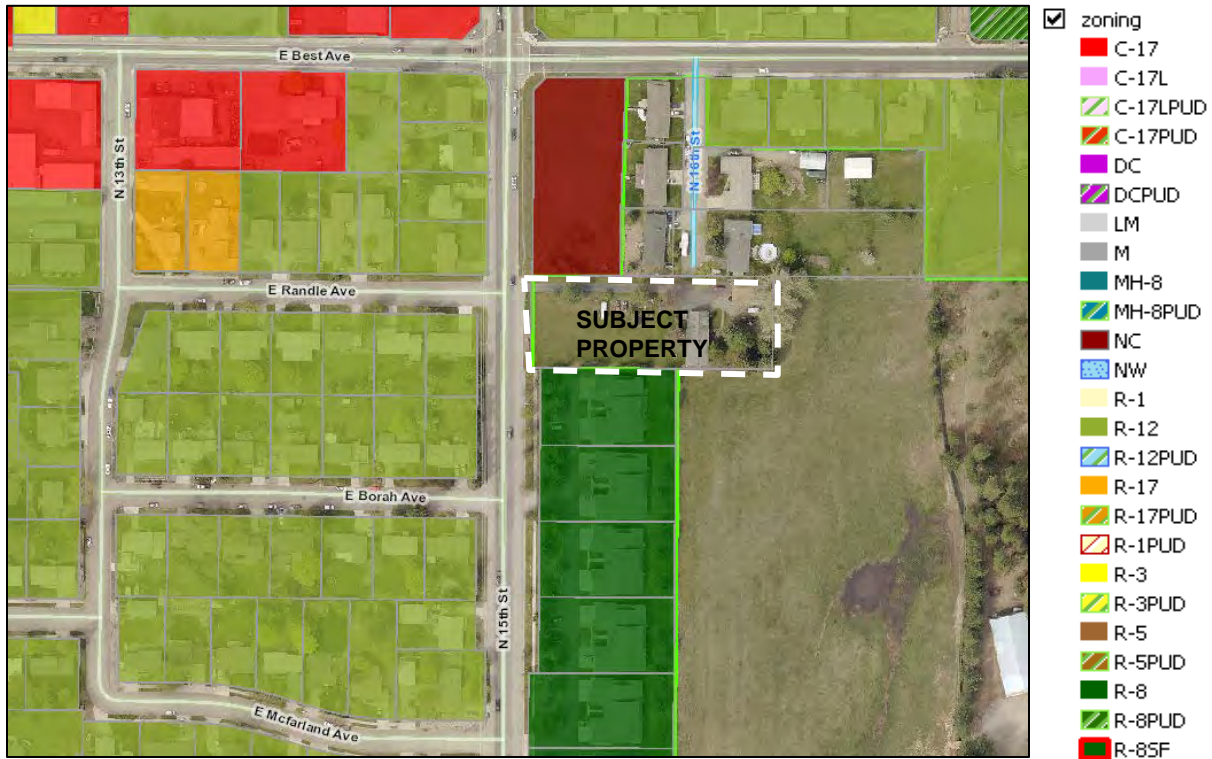
Uses permitted by right:

- 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

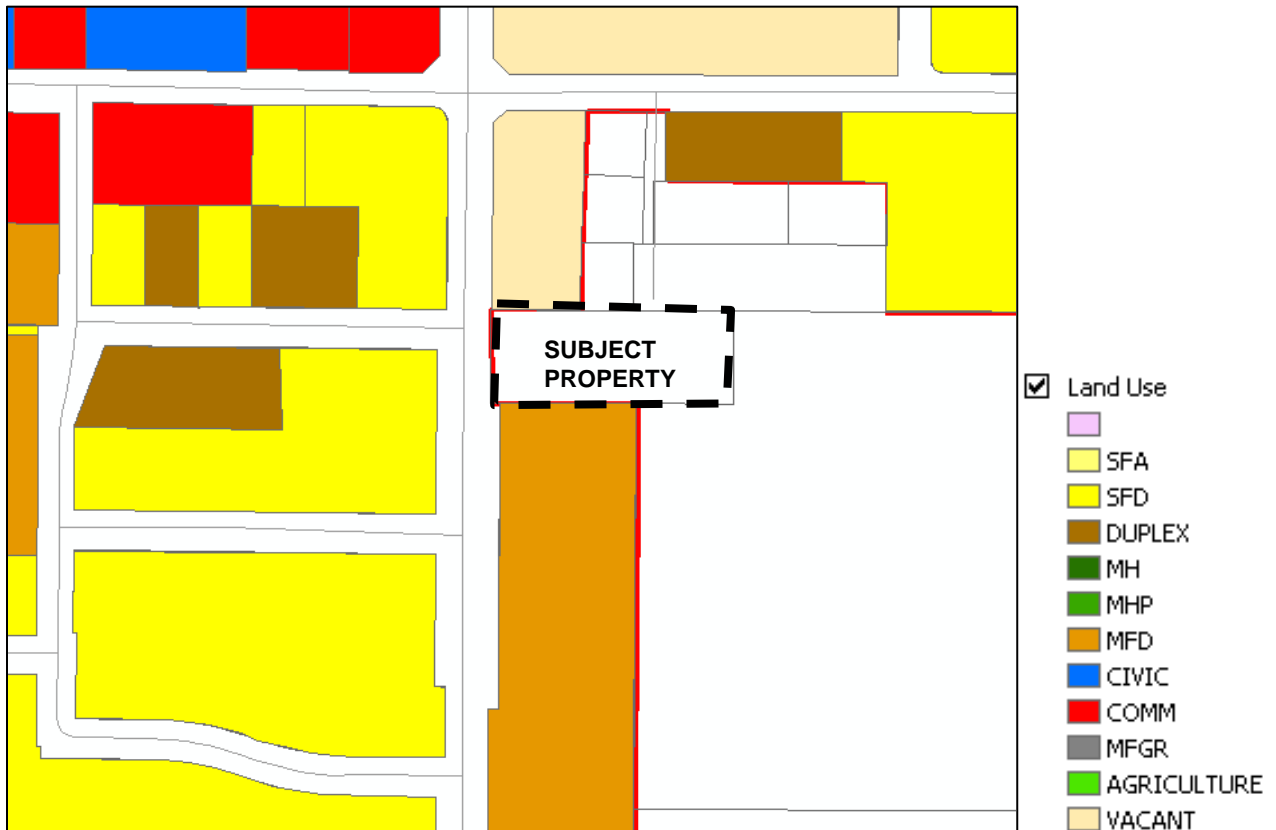
Accessory Uses:

- 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

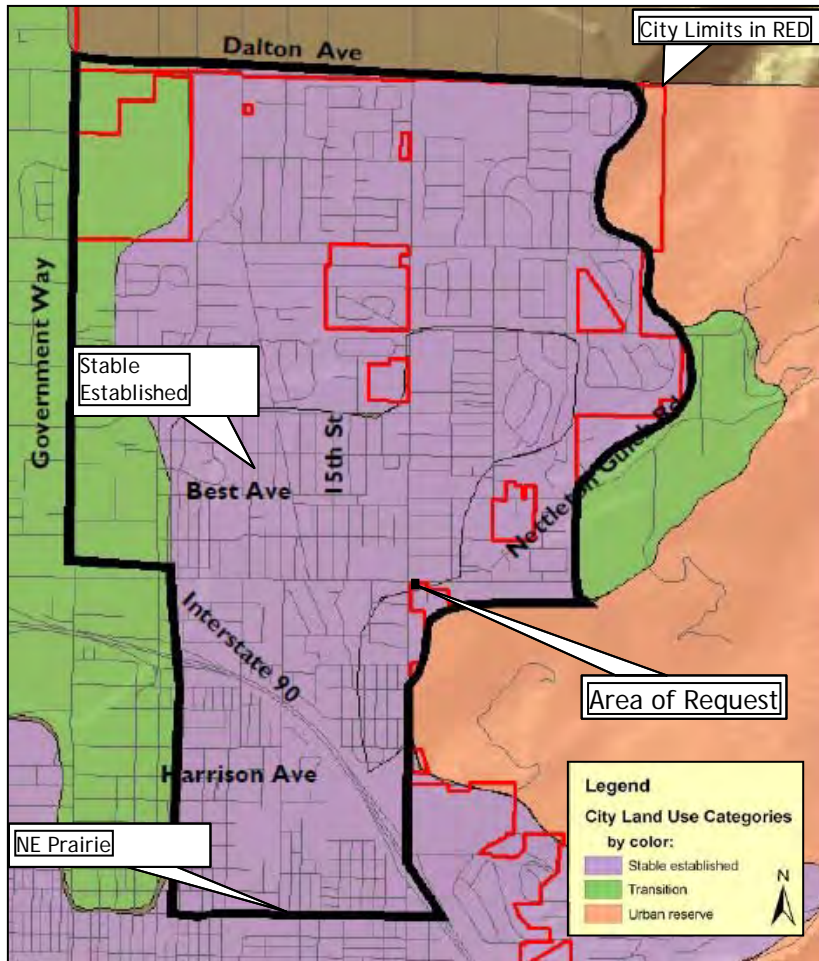
EXISTING ZONING MAP:



GENERALIZED LAND USE MAP:



2007 COMPREHENSIVE PLAN - STABLE ESTABLISHED – NE PRAIRIE:



Stable Established Areas:

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.

REQUIRED FINDINGS FOR ANNEXATION:

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

2007 COMPREHENSIVE PLAN – LAND USE CATEGORIES:

- The portion of the subject property to be annexed is within the Area of City Impact Boundary.
- The City Comprehensive Plan Map designates the subject property as Stable Established – NE Prairie.

NE Prairie Today:

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.

Significant Comprehensive Plan Objectives:

➤ **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 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 3.16 - Capital Improvements:**

Ensure infrastructure and essential services are available prior to approval for properties seeking development.

➤ **Objective 4.02 - City Services:**

Provide quality services to all of our residents (potable water, sewer and stormwater systems, street maintenance, fire and police protection, street lights, recreation, recycling, and trash collection).

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.*

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

SEWER:

The nearest public sanitary sewer is located within the 15th Street Right-of-Way which borders the Westerly boundary of the Subject Property.

The Subject Property is within the City of Coeur d'Alene Area of City Impact (ACI) and in accordance with the 2013 Sewer Master Plan; the City's Wastewater Utility presently has the wastewater system capacity and willingness to serve this annexation request as proposed.

-Comments submitted by Mike Becker, Utility Project Manager

WATER:

The property for proposed annexation lies within the City of Coeur d'Alene water service area. There is sufficient capacity within the public water system to provide adequate domestic, irrigation and fire flow service to the subject parcel. Any proposed development of the parcel will require extension of the public water utilities at the owner/developer's expense.

All water rights associated with the parcel to be annexed shall be transferred to the City at the owner's expense.

- Comments submitted by Kyle Marine, Assistant Water Superintendent

STORMWATER:

Stormwater will be addressed as the area proposed for annexation develops. It is anticipated that the development will typically utilize curb adjacent swales to manage the site runoff. All stormwater must be contained on-site. A stormwater management plan, conforming to all requirements of the City, shall be submitted and approved prior to the start of any construction.

STREETS:

The subject site has frontage along the east side of 15th Street. Any necessary improvements to this site would be addressed during the subdivision and/or site development process. The Streets and Engineering Department has no objection to this annexation request as proposed.

-Comments submitted by Chris Bosley, City Engineer

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 with the corrections to the below conditions.

-Comments submitted by Bobby Gonder, Fire Inspector

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

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

As shown on the following photos, the subject property is flat with no physical constraints. Currently a single-family residence and accessory structure are the only uses on the property.

Looking southeast toward subject the property along 15th Street:



Subject property looking east along 15th Street:



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

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

TRAFFIC:

The proposed annexation would likely not adversely affect the surrounding area with regard to traffic. 15th Street has the available capacity to accommodate additional traffic generated from the subject site. Additionally, the site is located far enough from the Best Ave intersection as to not affect its function.

NEIGHBORHOOD CHARACTER:

The subject property is located at the southeast intersection of Best Avenue & 15th Street. Uses in this area include a convenience store/gas station (Commercial), Single family/Duplex homes (Residential), Sunset Field (Civic), as well as vacant property.

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

ITEMS TO CONSIDER FOR AN ANNEXATION AGREEMENT:

Conditions are not placed on annexations, but are negotiated as part of any annexation agreement for the subject property. The City Council may recommend items for consideration for the annexation agreement.

ORDINANCES AND STANDARDS USED IN EVALUATION:

- 2007 Comprehensive 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.

ACTION ALTERNATIVES:

City Council must consider this request and make separate findings to recommend approval, denial or to deny this request without prejudice.



Mayor Steve Widmyer
Coeur d'Alene City Council
710 E Mullan Ave
Coeur d'Alene, ID 83814
May 14, 2018

To Mayor Steve Widmyer & Coeur d'Alene City Council:

Annexation of Parcel 50N03W-07-3275

Please accept this letter as Aspen Homes and Development LLC request to annex parcel number 50N03W-07-3275 into the City of Coeur d'Alene. Aspen Homes and Development LLC acknowledges that there are annexation fees and that an annexation agreement will need to be negotiated with the City. Aspen Homes and Development LLC also acknowledges that the mutually acceptable annexation agreement must be negotiated and executed within six months from the date of the City Council approval of the zoning designation or any previous approvals will be null and void.

Sincerely,

Todd Stam
Founder
Aspen Homes

1831 N LAKEWOOD DR STE A
COEUR D' ALENE, ID 83814

P: 208-664-9171
F: 208-664-9287

ANNEXATION OF PARCEL # 50N03W-07-3275

Aspen Homes and Development LLC is requesting that parcel # 50N03W-07-3257 be annexed into the City of Coeur d'Alene zoned R-17. The parcel is 1.228 acres and is located at 2400 N 15th Street, just south of Best Avenue. By annexing this parcel into the City of Coeur d'Alene, it would be possible to take advantage of the existing utilities and infrastructure to support the development of a proposed 20 unit multi-family living complex. The proposed complex will provide high quality affordable housing in support of the Coeur d'Alene 2007 – 2027 Comprehensive Plan.

The proposed annexation will bring this 1.228 acre parcel into the Stable Established NE Prairie Land Use area. The comprehensive plan does acknowledge that ***“pockets of higher density housing and multi-family units are appropriate in compatible areas”*** within the NE Prairie Land Use area. The area is a mixture of CN, C-17 and R-12, R-8 zoning. The proposed R-17 zoning would provide a transition from the surrounding R-12 and R-8 to the adjacent NC parcel to the north and other C-17 parcels along East Best Avenue. The proposed R-17 zoning and 20 unit multi-family housing complex is compatible with the current land use in the area, i.e. duplex and four plex housing units. It should also be noted that there are pockets of R-17 zoning further south on N 15th Street. The parcel is conveniently located to neighborhood services along the Best Avenue and Government Avenue corridors.

The proposed annexation would not impact any Special Areas as outlined in the comprehensive plan.

The proposed annexation and 20 unit multi-family housing complex support the Comprehensive Plan Goals and Objectives in the following ways

- Utilize existing utilities and infrastructure, objective 1.01, 1.02, 1.11, 1.14
- Provide desirable high quality affordable housing, objective 3.08, 3.10

In conclusion, the annexation of this 1.228 acre parcel into the city of Coeur d'Alene zoned as R-17 would benefit the city in that;

- It will take advantage of existing utilities and infrastructure along N 15th Street
- It is compatible with the Comprehensive Plan
- It is compatible with the current zoning and land use in the area
- It would provide desired quality and affordable housing to the area

We look forward to working with the city in annexing this parcel into Coeur d'Alene and further developing it into a superior multi-family housing complex.

3. Applicant: Aspen Homes and Development, LLC
Location: 2400 N. 15th
Request: A proposed 1.22 acre annexation from Agricultural Suburban to R-17 (Residential at 17 units/acre) zoning district.
LEGISLATIVE (A-1-18)

Tami Stroud Associate Planner stated that Aspen Homes and Development, LLC is requesting consideration of annexation of a +/- 1.22 acre parcel in Kootenai County, currently zoned Ag-Suburban, to be incorporated into City Limits with an R-17 zoning designation.

Ms. Stroud provided the following statements:

- The subject property is located near the southeast corner of the intersection of 15th Street and Best Avenue.
- Currently there are an existing single-family residence and an accessory structure on the property.
- Land uses in the area include: a Planned Unit Development (PUD), residential single-family, multi-family, civic, commercial, and vacant land. The zoning pattern shows C-17, R-12, R-17, R-8 and R-8PUD zoning in the area surrounding the subject property
- She stated that the Comprehensive Plan designates this area as NE Prairie, Stable Established.
- She stated that other departments did not have any recommendations for items to consider for an Annexation Agreement.

Ms. Stroud concluded her presentation and stood for questions.

Commission Comments:

Commissioner Fleming stated after looking at the proposed site map, she questioned if staff would only require one entry for ingress/egress and if it would be possible to construct two.

Ms. Stroud explained that this is something the city engineer would look at the time of development.

Public testimony open.

Rob Tate applicant representative provided the following statements:

- This would be considered an infill annexation.
- This project supports the Comprehensive Plan and that the Northwest Prairie designation identifies this area as a diverse mixed use area which this property falls into those guidelines.
- They are proposing R-17 zoning with all utilities will front on 15th Street.
- They intend to provide high quality affordable housing to this area which will provide a lot of amenities surrounding this property such as church, stores and ball fields.

Mr. Tate concluded his presentation and asked if the commission had any questions.

Commission Comments:

Commissioner Ward questioned if the applicant would consider increasing the number of ingress/egress points into the property.

Mr. Tate commented that they currently only proposing one ingress/egress to the site and explained that the Fire Department has recommended that we have a turnaround for a fire truck. He stated that typically the distance between driveways and ingress/egress points is 125 feet and that 146 feet would not allow for two entrances but will work with staff.

Commissioner Ingalls commented that Mr. Holm calls parcels like this “doughnut holes”. He stated that this parcel is currently receiving city services and would concur this parcel should be in the city. He questioned if the zoning is appropriate.

Mr. Tate explained that an R-34 density would allow for more units than the property which can support and chose an R-17 to provide a middle ground where the economics and infrastructure are financially feasible.

Melissa Listman stated she is opposed to the project and commented with the approval of an apartment complex will eliminate the wildlife in the area.

Chairman Messina explained that the annexation process is for the approval of allowing this property into the city and that the applicant will have to work with staff for issues like lighting etc.

Mr. Tate stated he is familiar with the amount of deer in the area and that this development that is next to a field won't drive them away. He added they are sensitive to parking and lighting and will work with staff on those issues.

Public testimony closed.

Motion by Ward, seconded by Fleming, to approve Item A-1-18. Motion approved.

ROLL CALL:

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

Motion to approve carried by a 6 to 0 vote.

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

A-1-18

A. INTRODUCTION

This matter having come before the Planning Commission on July 10, 2018 and there being present a person requesting approval of ITEM A-1-18, a request for zoning prior to annexation from County Ag-Suburban to City R-17.

APPLICANT: ASPEN HOMES AND DEVELOPMENT, LLC

LOCATION: +/- 1.22 ACRE PARCEL NEAR THE INTERSECTION OF 15th STREET & BEST AVENUE

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

- B1. That the existing land uses are A Planned Unit Development (PUD), residential single-family, multi-family, civic, commercial, and vacant land.
- B2. That the Comprehensive Plan Map designation is Stable Established – NE Prairie.
- B3. That the zoning is County Agricultural Suburban.
- B4. That the notice of public hearing was published on June 23, 2018, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was not required to be posted, which fulfills the proper legal requirement.
- B6. That 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 July 10, 2018.

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 3.01 - Managed Growth:**

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

➤ **Objective 4.02 - City Services:**

Provide quality services to all of our residents (potable water, sewer and stormwater systems, street maintenance, fire and police protection, street lights, recreation, recycling, and trash collection).

B9. That public facilities and utilities is available and adequate for the proposed use.

B10. That the physical characteristics of the site do make it suitable for the request at this time.

B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, or existing land uses. This is based on the information in the staff report.

C. ORDER: CONCLUSION AND DECISION

The Planning Commission, pursuant to the aforementioned, finds that the request ASPEN HOMES AND DEVELOPMENT, LLC for zoning prior to annexation, as described in the application should be approved

Suggested provisions for inclusion in an Annexation Agreement are as follows:

None.

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

ROLL CALL:

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

Motion to approve carried by a 6 to 0 vote.



CHAIRMAN TOM MESSINA

CITY COUNCIL STAFF REPORT

DATE: August 21, 2018
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: **V-18-05, Vacation of a portion of alley right-of-way adjoining the easterly boundary of Lot 1 and the N ½ of Lot 2, Block A, Sanders Addition to the City of Coeur d'Alene.**

DECISION POINT

Should the City vacate the portion of alley right-of-way that adjoins the easterly boundary of the Joseph E. Morris and Lynn J. Morris property on 11th Street (304 S. 11th Street)?

HISTORY

The requested right-of-way was originally dedicated to the City of Coeur d'Alene in the Sanders Addition plat in 1890.

The Public Works Committee unanimously approved the action at its regularly scheduled meeting on July 23, 2018 and directed staff to proceed onward for Council action.

FINANCIAL ANALYSIS

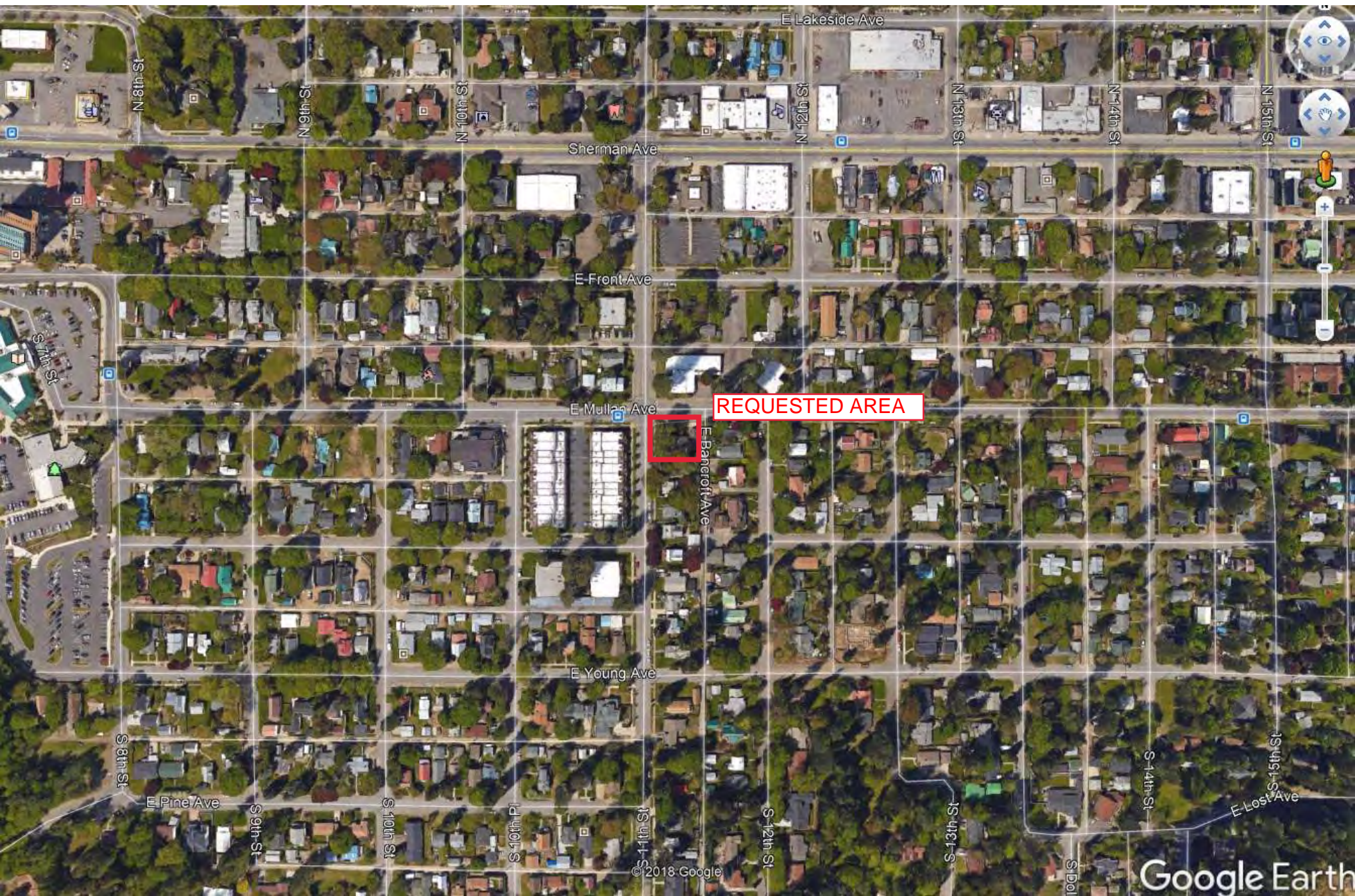
The vacation of the requested right-of-way would not have any negative financial impact on the City and would add approximately 486 square feet to the County tax roll. Although a minor amount, it would be a benefit to the municipality as tax revenue and to the land owner whose lot adjoins the strip of usable property.

PERFORMANCE ANALYSIS

The purpose of this request is to vacate a 6' foot strip of land to accommodate a garage structure and setback for the property owner. This would leave 16.37' feet of right-of-way for the alley. The Wastewater Department was contacted, regarding access to the sewer main in the alley, and gave approval of the vacation. All utility easements will remain in place. The Development Review Team was informed about this vacation.

RECOMMENDATION

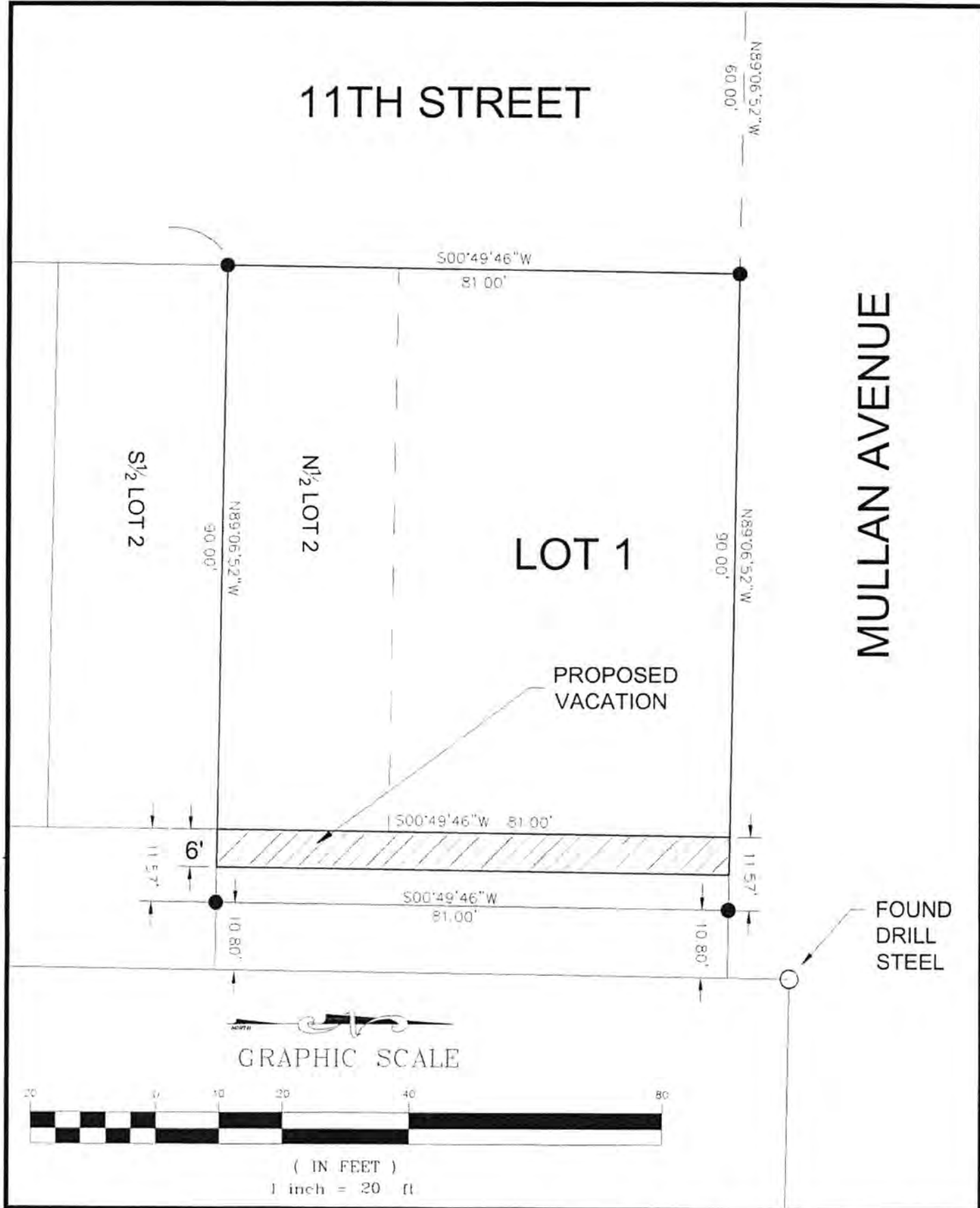
City Council should approve the vacation action per Idaho Code Section 50-1306 and to vacate the property to the applicant, Joseph E. Morris and Lynn J. Morris.



REQUESTED AREA

11TH STREET

MULLAN AVENUE



VACATION EXHIBIT

FRAME & S METANA, PA
 Consulting Engineers

FS

603 North 4th Street, Coeur d'Alene, Idaho, 83814
 Ph.(208)664-2121/Fax:(208)765-5502/Email:smetana@roadrunner.com

SHEET
 1 OF 1

SCALE: 1"=20'

DATE: 07/16/2018

FILE: S406-EXHIBIT

ORDINANCE NO. _____
COUNCIL BILL NO. 18-1020

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, VACATING A PORTION OF ALLEY RIGHT-OF-WAY, RECORDED IN BOOK J, PAGE 43F, RECORDS OF KOOTENAI COUNTY, IDAHO, GENERALLY DESCRIBED AS A SIX FOOT (6') STRIP ADJOINING THE EASTERLY BOUNDARY OF LOT 1 AND THE NORTH ½ OF LOT 2, BLOCK A, SANDERS ADDITION IN THE CITY OF COEUR D' ALENE LOCATED IN THE NORTHEAST QUARTER OF SECTION 24, 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 portion of right-of-way be vacated;

NOW, THEREFORE,

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

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

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

be and the same is hereby vacated.

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

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 August 21, 2018.

APPROVED by the Mayor this 21st day of August, 2018.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. ____
V-18-05, ALLEY RIGHT-OF-WAY VACATION

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

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

Attached Exhibits "A" & "B" are on file in the City Clerk's Office.

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

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am Chief Civil Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, V-18-05, alley 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 21st day of August, 2018.

Randall R. Adams, Chief Civil Deputy City Attorney

EXHIBIT 'A'

VACATION DESCRIPTION

A PORTION OF SANDERS ADDITION, BOOK J, PAGE 43F, RECORDS OF KOOTENAI COUNTY, IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 50 NORTH, RANGE 4 WEST, B.M., IN THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1 OF SAID PLAT;
THENCE ALONG THE NORTH BOUNDARY LINE OF SAID LOT 1, S 89°06'52" E, 90.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 1 AND THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION;
THENCE CONTINUING S 89°06'52" E, 6.00 FEET;
THENCE S 0°49'46" W, 81.00 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE SOUTH BOUNDARY LINE OF SAID LOT 1;
THENCE ALONG THE SAID EASTERLY EXTENSION, N 89°06'52" W, 6.00 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 1;
THENCE ALONG THE EAST BOUNDARY LINE OF SAID LOT 1, N 0°49'46" E, 81.00 FEET TO THE TRUE POINT OF BEGINNING. CONTAINING APPROXIMATELY 486.0 SQUARE FEET.



EXHIBIT 'B'

11TH STREET

N89°06'52"W
60.00'

S00°49'46"W
81.00'

S½ LOT 2

N½ LOT 2

LOT 1

N89°06'52"W
90.00'

MULLAN AVENUE

PROPOSED
VACATION

S00°49'46"W 81.00'

6'

S00°49'46"W
81.00'

10.80'

10.80'

FOUND
DRILL
STEEL



(IN FEET)
1 inch = 20 ft

VACATION EXHIBIT

FRAME & S METANA, PA
Consulting Engineers

FS

603 North 4th Street, Coeur d'Alene, Idaho, 83814
Ph.(208)664-2121/Fax:(208)765-5502/Email:smetana@roadrunner.com

SHEET
1 OF 1

SCALE: 1"=20'

DATE: 07/16/2018

FILE: S406-EXHIBIT



MUNICIPAL SERVICES DEPARTMENT
OFFICE OF THE CITY CLERK

CITY HALL, 710 E. MULLAN
COEUR D'ALENE, IDAHO 83816-3964
208/769-2231
FAX (208)769-2388

August 1, 2018

Kate Kuhlman-Wood, M.D.
524 E. Wallace Avenue
Coeur d'Alene, ID 83814

RE: Appeal Hearing for the Special Use Permit request SP-8-18; R-34 density at 623 E. Wallace Avenue.

Dear Ms. Kuhlman-Wood:

Your appeal to the City Council regarding the approval of the Special Use Permit request (SP-8-18, R-34 density at 623 E. Wallace Avenue) by the Planning Commission has been scheduled for a hearing on August 21, 2018, in the Library Community Room located at 702 E. Front Avenue, Coeur d'Alene, Idaho. The hearing will be during the regular City Council meeting, which starts at 6:00 p.m. The exact time of your hearing will depend on the progress of business that night, but it will have a specific place on the agenda.

The appeal hearings will proceed as follows: The City Clerk will swear in any witnesses who will testify, including you. Next, you will have an opportunity to tell the City Council why it should reverse the Planning Commission decision to approval SP-8-18. You may call witnesses to give testimony relevant to the special use request and you may present evidence, such as photographs, videos, witness statements, etc. The City, through its Planning Department staff, will then provide a staff report to the City Council. Staff also may provide any relevant evidence and may call witnesses. Finally, you will be provided an opportunity for rebuttal to address anything new that came up during the City's presentation. You should not use this opportunity to repeat what you have already presented. Following all of the testimony, the City Council will "determine whether the proposed use conforms to the applicable special use permit criteria." Council may affirm or reverse the Planning Commission's grant of the special use permit, require changes in the proposed use, or impose such reasonable conditions of approval as are in its judgment necessary to ensure conformity to the criteria. *See* Municipal Code § 17.09.225.

If you have any other questions, or if I may be of any further assistance, please do not hesitate to contact me.

Sincerely,

Renata McLeod,
Municipal Services Director/
City Clerk

July 23, 2018

Kate Kuhlman-Wood, M.D.
524 E. Wallace Ave.
Coeur d'Alene, Idaho 83814

RECEIVED
JUL 23 2018
CITY CLERK

Mayor Widmyer and City Council
710 E. Mullen Ave.
Coeur d'Alene, Idaho 83814

RE: *Appeal of SP-8-18*

Dear Mayor Widmyer and Members of the City Council:

Pursuant to Coeur d'Alene City Code § 17.09.125(B) and other applicable law, I am appealing SP-8-18. The application pertains to the subject property commonly known as 623 E. Wallace and it seeks a Special Use Permit to increase density to R-34.

I am adversely affected by the proposal. I am the owner of 524 E. Wallace Ave., 518 E. Wallace Ave., and 521 E. Wallace Ave. Coeur d'Alene, Idaho; all of these real properties are within 300 feet of the subject property.

The grounds for this appeal are that **Coeur d'Alene City Code § 17.05.330(B) provides that R-34 density "is appropriate as a transition between R-17 and commercial/industrial."** Rather than transitioning from a well-defined commercial neighborhood, the property is in the middle of a residential neighborhood and borders the ultra-low density R-8 residential zone. R-34 is appropriate on the other side of the R-17 zone, near our downtown commercial zones.

The Comprehensive Plan identifies the neighborhood as the "historical heart" of Coeur d'Alene. This high-density R-34 island is not in accordance with the size and scale of the neighborhood. R-34 is intended to function as a transition from the size and scale of the commercial neighborhood to the residential neighborhood. Keeping the R-34 near commercial use best promotes the harmony of pedestrian access to commercial use while simultaneously preserving the historical integrity of our neighborhood.

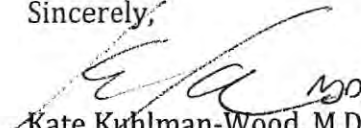
The proposed increase in density from R-17 to R-34 violates Coeur d'Alene City Code § 17.05.330(A), which provides that the property "must" be in close proximity to an arterial. The property is not served by an arterial—neither a "principal arterial" nor a "minor arterial" as depicted on page 92 of the Comprehensive Plan. Seventh Street is a mere "urban collector" road in the heart of the R-8 zone. Too many school children walk across that road to Sorensen Elementary.

The applicant requested R-34 density because “[t]he investment required to repurpose the structure requires a unit count in excess of the currently allowed 13 units within the R17.” (excerpt from Applicant’s Narrative in the Agenda Packet dated July 10, 2018). Simply stated: a private party is asking the City of Coeur d’Alene to “make the numbers work.” To do this, however, the City of Coeur d’Alene would circumvent the directives of the 2007 Comprehensive Plan and undermine City Code.

Planning commissioners improperly considered the personal attributes of the architect for the applicant in rendering a decision, and stated that they considered such on the record. The applicant’s architect is not relevant. The subject property may be sold after the application is approved. A less reputable developer could develop an improvidently granted R-34 Special Use Permit using other professionals. The commissioners should not base a decision to increase density on such grounds.

Finally, the neighborhood objects to the proposal and its members will make further arguments and submit further testimony against the proposal at the hearing before the City Council.

Sincerely,



Kate Kuhlman-Wood, M.D.

**CITY COUNCIL
STAFF REPORT**

FROM: SEAN E. HOLM, SENIOR PLANNER
DATE: AUGUST 21, 2018
SUBJECT: SP-8-18 (APPEAL), REQUEST FOR A SPECIAL USE PERMIT TO ALLOW A DENSITY INCREASE TO R-34 FOR A PROPOSED MIXED USE MULTI-FAMILY STRUCTURE IN AN R-17 ZONING DISTRICT
LOCATION: +/- 0.51 ACRE PARCEL AT THE NORTHWEST CORNER OF E. WALLACE AVENUE AND N. 7th STREET– COMMONLY KNOWN AS 623 E. WALLACE AVENUE.

OWNER:
Miller Stauffer Properties, LLC
601 E. Front Ave., Suite 201
Coeur d’Alene, ID 83814

APPLICANT:
Anneliese Miller
601 E Front Ave., Suite 201
Coeur d’Alene, ID 83814

DECISION POINT:

Anneliese Miller, representing Miller Stauffer Properties, is requesting approval of a special use permit to R-34 (34 residential units per gross acre) that will allow increased density and height (63’) in an R-17 residential zoning district.

BACKGROUND INFORMATION:

This hearing is on the appeal request, by letter, made by Kate Kuhlman-Wood, M.D. dated August 1st, 2018, of the Planning Commission’s 5 to 1 decision in favor of approval, made on July 10th, 2018. The appeal letter along with Planning Commission’s meeting minutes, findings from the hearing, additional comments from Engineering and Wastewater, and any new written public comments are attached for review. City Council can make the following decisions for an appeal of this nature: Affirm the decision made by Planning Commission, affirm with added conditions from Council, reverse the decision, or remand this request back to Planning Commission. These options will be reiterated at the end of the staff report.

The existing site has a single 8000 sq. ft. structure, built in the 60’s, which includes a basement. The current use is professional office space, although a large portion of the building is presently for lease. It was commonly known as the Social Security offices until recently. The entirety of the site this use intends to occupy is six lots, although two of the lots are an existing parking lot with a previously granted special use permit, and the applicant has indicated they do not wish to change the parking lot. The remaining contiguous four lots along Wallace Avenue are the subject of this R-34 request, which are located south of the alley.

The applicant’s goal is to repurpose the existing office structure into a 30’ tall, 2 story

mixed-use facility, with apartments over the first floor. The ground floor would be a mix of residential use with walk out porches, and the remainder would continue as office space. The basement would remain office space, currently home to Frontier Communications. The proposed building elevations show a two story structure, but would be allowed a maximum potential height of 63 feet, in accordance with the proposed R-34 zoning height restrictions for multi-family structures. The applicant has submitted a 3D elevation of the proposed building indicating how it would look from the adjacent streets. (See building elevations on pages 16-17 of the staff report).

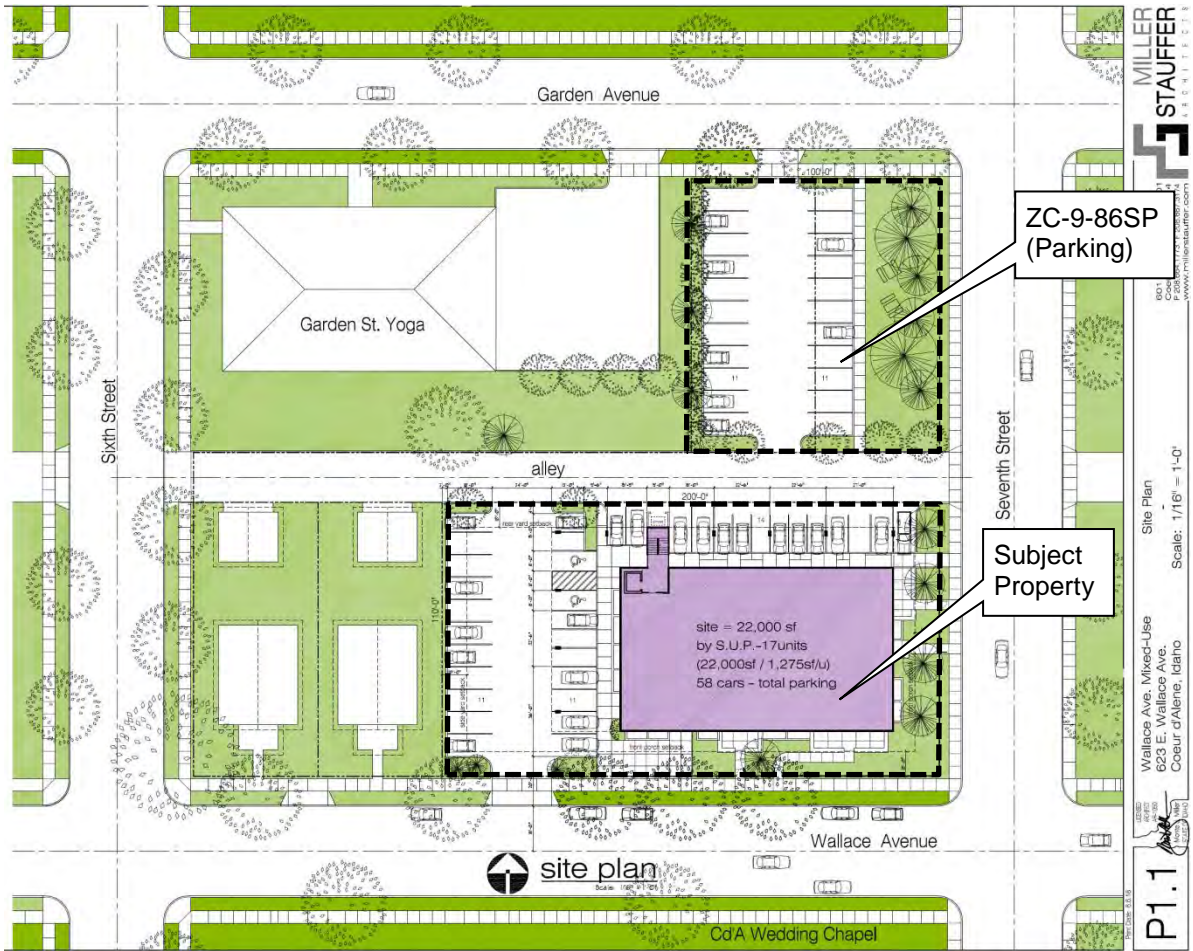
PROPERTY LOCATION MAP:



AERIAL PHOTO:



APPLICANT'S SITE PLAN:



MILLER STAUFFER
 ARCHITECTS
 1000 N. 10th St., Suite 100
 Coeur d'Alene, Idaho 83814
 Phone: 208.765.1111
 Fax: 208.765.1112
 Website: www.millerstauffer.com

Wallace Ave. Mixed-Use
 623 E. Wallace Ave.
 Coeur d'Alene, Idaho
 Scale: 1/16" = 1'-0"
 Site Plan
 P1.1
 Date: 8.5.18

ZONING MAP:



EXISTING ZONING:

Article VI. R-17 Residential

17.05.250: GENERALLY:

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

B. This district permits single-family detached housing as specified by the R-8 district and duplex housing as specified by the R-12 district.

C. 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.

D. 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.

E. Project review (see chapter 17.07, article IV of this title) is required for all subdivisions and for all residential, civic, commercial, service and industry uses except residential uses for four (4) or fewer dwellings. (Ord. 3560, 2017)

17.05.260: PERMITTED USES; PRINCIPAL:

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

- Administrative
- Childcare facility
- Community education
- Duplex housing as specified by the R-12 district
- Essential service
- "Home occupation", as defined in this title
- Multiple-family
- Neighborhood recreation
- Public recreation
- Single-family detached housing as specified by the R-8 district

17.05.270: PERMITTED USES; ACCESSORY:

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

- Accessory dwelling units
- Garage or carport (attached or detached)
- Mailroom and/or common use room for or multiple-family developments
- Outside area or building for storage when incidental to the principal use
- Private recreation facility (enclosed or unenclosed)

17.05.280: PERMITTED USES; SPECIAL USE PERMIT:

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

- Automobile parking when the lot is adjoining at least one point of, intervening streets and alleys excluded, the establishment which it is to serve; this is not to be used for the parking of commercial vehicles

- Boarding house
- Commercial film production
- Commercial recreation
- Community assembly
- Community organization
- Convenience sales
- Group dwelling - detached housing
- Handicapped or minimal care facility
- Juvenile offenders facility
- Ministorage facilities
- Mobile home manufactured in accordance with section 17.02.085 of this title
- Noncommercial kennel
- Nursing/convalescent/rest homes for the aged
- Rehabilitative facility
- Religious assembly
- Residential density of the R-34 district as specified
- Three (3) unit per gross acre density increase

17.05.290: SITE PERFORMANCE STANDARDS; MAXIMUM HEIGHT:
 Maximum height requirements in an R-17 district shall be as follows:

MAXIMUM HEIGHT

Structure Type	Structure Location	
	In Buildable Area For Principal Facilities	In Rear Yard
Single-family and duplex structure	32 feet ¹	n/a
<u>Multiple-family structure</u>	<u>45 feet¹</u>	<u>n/a</u>
For public recreation, community education or religious assembly activities	45 feet ¹	n/a
Detached accessory building including garages and carports	32 feet ¹	With low or no slope roof: 14 feet With medium to high slope roof: 18 feet

17.05.310: SITE PERFORMANCE STANDARDS; MINIMUM LOT:

A. Minimum lot requirements in an R-17 district shall be as follows:

1. Two thousand five hundred (2,500) square feet per unit except for single-family or duplex housing.

2. Five thousand five hundred (5,500) square feet per single-family detached lot.

3. Three thousand five hundred (3,500) square feet per unit for duplex housing lots.

B. All buildable lots must have fifty feet (50') of frontage on a public street unless an alternative is approved by the city through the normal subdivision procedure or unless a lot is nonconforming (see section 17.06.980 of this title). (Ord. 3560, 2017)

17.05.320: SITE PERFORMANCE STANDARDS; MINIMUM YARD:

Minimum yard requirements for residential activities in an R-17 district shall be as follows:

A. Single-family and duplex structures must meet the minimum yard requirements for a single-family structure established by the R-3 district.

B. Multiple-family housing at seventeen (17) units per acre:

1. Front: The front yard requirement shall be twenty feet (20').

2. Side, Interior: The interior side yard requirement shall be ten feet (10').

3. Side, Street: The street side yard requirement shall be twenty feet (20').

4. Rear: The rear yard requirement shall be twenty feet (20'). However, the required rear yard will be reduced by one-half (1/2) when adjacent to public open space (see section 17.06.480 of this title).

C. Minimum distances between residential buildings on the same lot shall be determined by the currently adopted building code.

D. There will be no permanent structures erected within the corner cutoff areas.

E. Extensions into yards are permitted in accordance with section 17.06.495 of this title. (Ord. 3560, 2017)

REQUESTED SPECIAL USE PERMIT: R-34

R-34 Residential Zoning District:

The R-34 district is intended as a high density residential district, permitting thirty four (34) units per gross acre that the city has the option of granting, through the special use permit procedure, to any property zoned R-17, C-17, C-17L or LM.

To warrant consideration, the property must in addition to having the R-17, C-17, C-17L or LM designation meet the following requirements:

1. Be in close proximity to an arterial, as defined in the Coeur d'Alene transportation plan, sufficient to handle the amount of traffic generated by the request in addition to that of the surrounding neighborhood; and the project and accessing street must be designed in such a way so as to minimize vehicular traffic through adjacent residential neighborhoods.
 - **SEE ENGINEERING STAFF COMMENTS (ADDENDUM)**
According to the Kootenai Metropolitan Planning Organization, 7th Street is considered a Major Collector. The nearest Arterial is Lakeside Avenue, approximately 900 feet to the south. Northwest Boulevard, East Sherman, and 15th Street are also classified as Arterials.
2. Be in close proximity to shopping, schools and park areas (if it is an adult only apartment complex, proximity to schools and parks is not required).



This district is appropriate as a transition between R-17 and commercial/industrial (See page 3 of staff report for a zoning map of the area). Single-family detached and duplex housing are not permitted in this district. Project review (chapter 17.07, article IV of this title) is required for all subdivisions and for all residential, civic, commercial, service and industry uses except residential uses for four (4) or fewer dwellings.

17.05.340: PERMITTED USES; PRINCIPAL:

Principal permitted uses in an R-34 district shall be as follows:

- Essential service.
- Multiple-family housing.
- Neighborhood recreation.
- Public recreation.

17.05.350: PERMITTED USES; ACCESSORY:

Accessory permitted uses in an R-34 district shall be as follows:

- Accessory dwelling units.
- Garage or carport (attached or detached).
- Mailroom or common use room for pocket residential or multiple-family development.
- Outside area or building for storage when incidental to the principal use.
- Private recreation facility

17.05.360: PERMITTED USES; SPECIAL USE PERMIT:

Permitted uses by special use permit in an R-34 district shall be as follows:

- Automobile parking when the lot is adjoining at least one point of, intervening streets and alleys excluded, the establishment which it is to serve; this is not to be used for the parking of commercial vehicles.
- Commercial recreation.
- Community assembly.
- Community education.
- Convenience sales.
- Four (4) unit per gross acre density increase.
- Group dwelling - detached housing.
- Hotel/motel.
- Noncommercial kennel.
- Religious assembly.

17.05.370: SITE PERFORMANCE STANDARDS; MAXIMUM HEIGHT:

Maximum height requirements in an R-34 district shall be as follows:

- 63 feet for multiple-family and nonresidential structures.

17.44.030: OFF STREET PARKING - RESIDENTIAL USES:

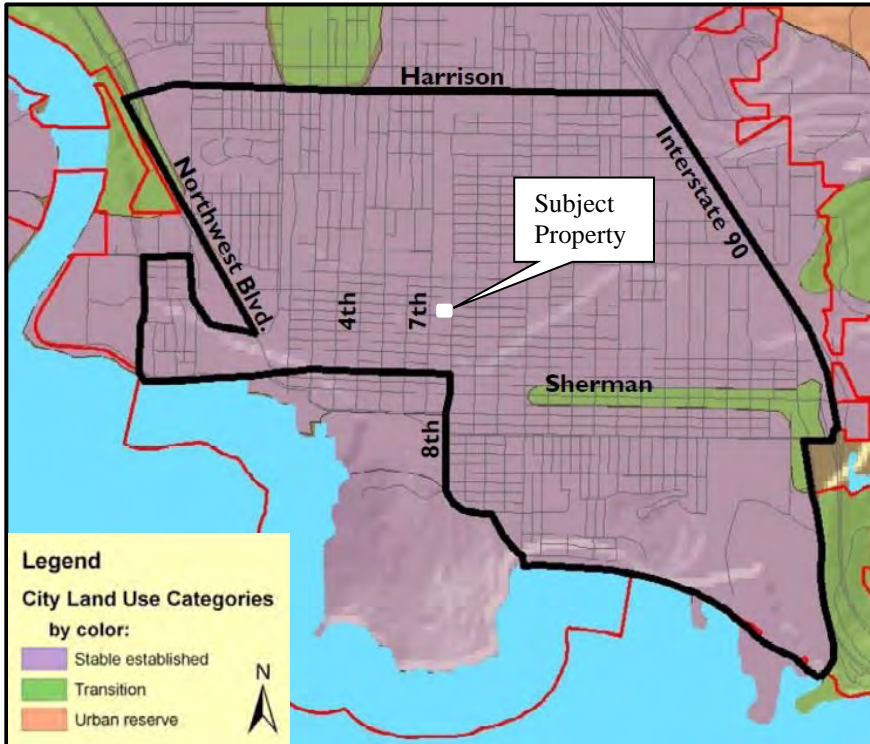
D.	Multiple-family housing:	
	1. Studio units	1 space per unit
	2. 1 bedroom units	1.5 spaces per unit
	3. 2 bedroom units	2 spaces per unit
	4. 3 bedroom units	2 spaces per unit
	5. More than 3 bedrooms	2 spaces per unit

REQUIRED FINDINGS FOR SPECIAL USE PERMITS:

Pursuant to Section 17.09.220, Special Use Permit Criteria, a special use permit may be approved only if the proposal conforms to all of the following criteria to the satisfaction of the City Council:

Finding #B8A: **The proposal (is) (is not) in conformance with the Comprehensive Plan.**

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



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

Historical Heart Today:

The historical heart of Coeur d' Alene contains a mix of uses with an array of historic residential, commercial, recreational, and mixed uses. A traditional, tree-lined, small block, grid style street system with alleys is the norm in this area. Neighborhood schools and parks exist in this location and residents have shown support for the long term viability of these amenities. Focusing on multimodal transportation within this area has made pedestrian travel enjoyable and efficient.

Widely governed by traditional zoning, there are pockets of infill overlay zones that allow development, based on Floor Area Ratio (FAR). Many other entities and ordinances serve this area to ensure quality development for generations to come. Numerous residential homes in this area are vintage and residents are very active in local policy-making to ensure development is in scale with neighborhoods.

Historical Heart Tomorrow:

Increased property values near Lake Coeur d’Alene have intensified pressure for infill, redevelopment, and reuse in the areas surrounding the downtown core. Stakeholders must work together to find a balance between commercial, residential, and mixed use development in the Historic Heart that allows for increased density in harmony with long established neighborhoods and uses. Sherman Avenue, Northwest Boulevard, and I-90 are gateways to our community and should reflect a welcoming atmosphere.

Neighborhoods in this area, Government Way, Foster, Garden, Sanders Beach, and others, are encouraged to form localized groups designed to retain and increase the qualities that make this area distinct.

The characteristics of Historical Heart neighborhoods will be:

- That infill regulations providing opportunities and incentives for redevelopment and mixed use development will reflect the scale of the existing neighborhoods while allowing for an increase in density.
- Encouraging growth that complements and strengthens existing neighborhoods, public open spaces, parks, and schools while providing pedestrian connectivity.
- Increasing numbers of, and retaining existing street trees.
- That commercial building sizes will remain lower in scale than in the downtown core.

2007 Comprehensive Plan Goals and Objectives that apply:

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 3.01

Managed Growth:

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

Objective 3.16

Capital Improvements:

Ensure Infrastructure and essential services are available for properties in development.

Objective 3.05

Neighborhoods:

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

Objective 4.01

City Services:

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

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

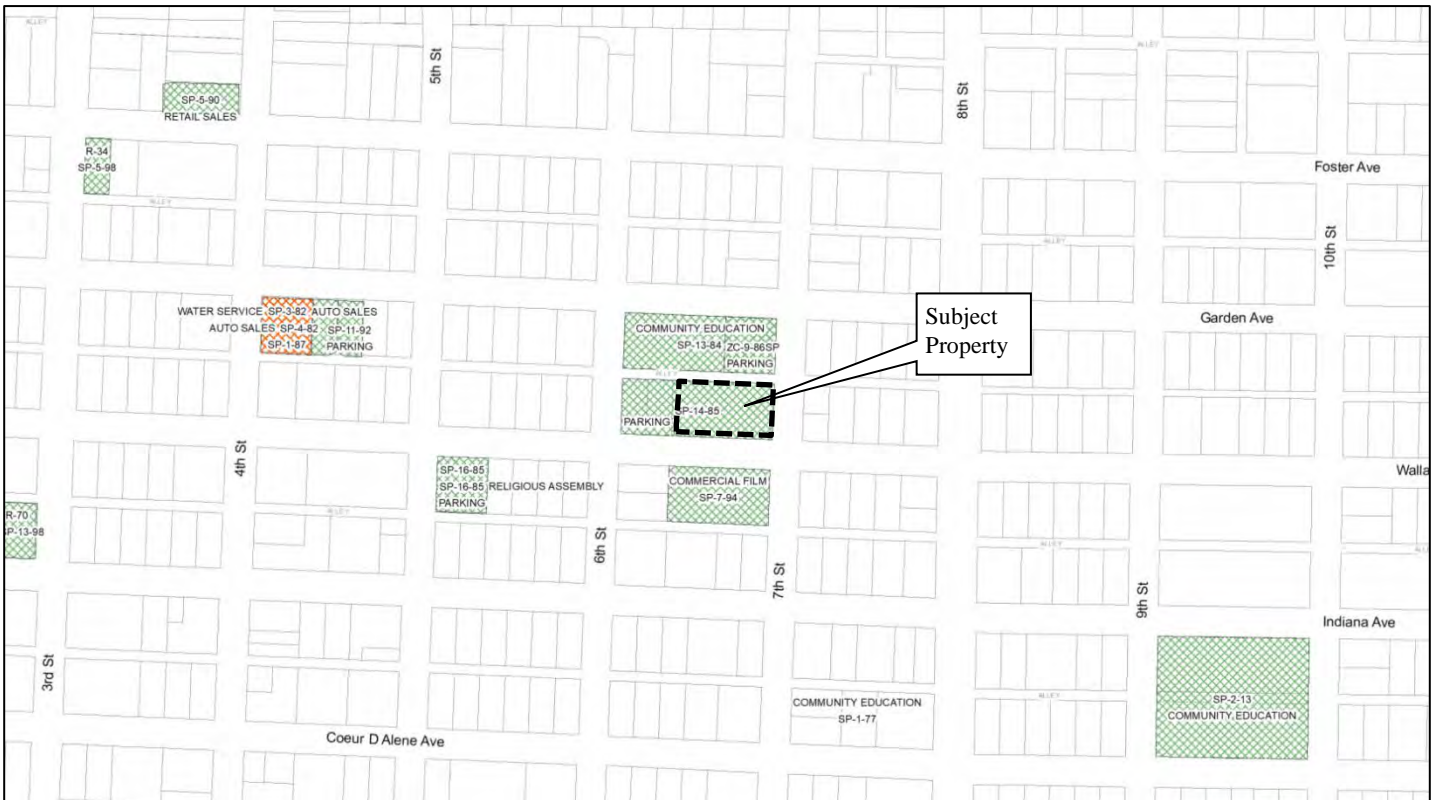
Finding #B8B:

The design and planning of the site (is) (is not) compatible with the location, setting, and existing uses on adjacent properties.

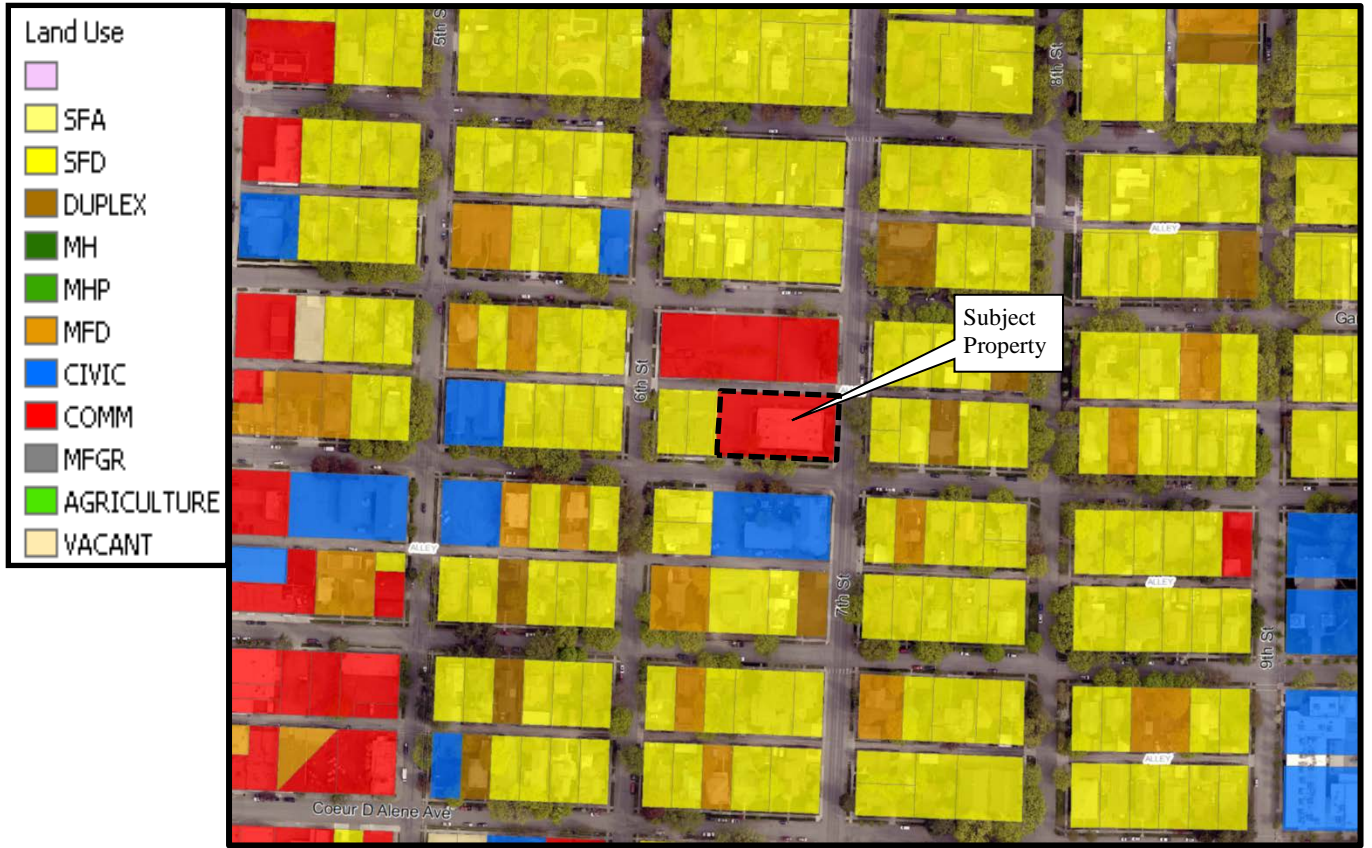
The proposed location of the request is home to many different uses, although the neighborhood is primarily residential in nature. In addition to the homes of the area, there is an old school house on the same block that has been used as a preschool, office space, and is currently a Yoga studio. It was rezoned from R-17 to NC (Neighborhood Commercial) in 2014. Two new homes and an ADU, built last year, are abutting the property directly west of the subject property. A church is directly south of the request which hosts weddings in conjunction with services.

The closest R-34 Special Use Permit (SP-5-98) was approved in 1998 at the southwest corner of Foster Avenue and 3rd Street. It appears the permit was not invoked by commencement of construction, as the Fire Department administration building is currently in the location of the referenced approval. Any proposed building will have to meet all the required building setbacks and maximum building height requirements that are required for multi-family structures.

PRIOR SPECIAL USES IN THE AREA:



GENERALIZED LAND USE MAP:



SITE PHOTO - 1: View of Wallace Avenue streetscape from 7th Street looking west:



SITE PHOTO - 2: View from the paved alley looking east toward 7th Street:



SITE PHOTO - 3: View of existing structure and driveway from Wallace Avenue looking northeast toward 7th Street:



SITE PHOTO - 4: View of existing parking lot supported by prior approval of ZC-9-86SP:



SITE PHOTO - 5: View of existing structure and sidewalk looking south down 7th Street:



SITE PHOTO - 6: View of alley looking west showing existing structure and parking lot:



SITE PHOTO - 7: View of existing chapel from the intersection of Wallace Avenue and 7th Street looking southwest:



Evaluation: Based on the information presented, City Council must determine if the request is compatible with surrounding uses and is designed appropriately to blend in with the area.

Finding #B8C: The location, design, and size of the proposal are such that the development (will) (will not) be adequately served by existing streets, public facilities, and services.

PLANNING:

Currently the subject property is a legal non-conforming use as it was originally permitted for GTE (telecommunications) and has been home to multiple office space uses over the years both civic (Social Security) and professional.

NOTE:

- Currently, an R-17 zoning district this size (0.51 ac.) on would allow for 8.8 units (rounded up to 9) with a maximum height of 45' from average finished grade to peak.
- Approval of the requested R-34 SUP, without conditions, has the potential for 17.25 units (rounded down to 17) with a maximum height of 63' from average finished grade to peak.

-Submitted by Sean Holm, Senior Planner

APPLICANT'S BUILDING ELEVATIONS:

3D rendering of 2-story structure from 7th Street looking southwest:



3D rendering of 2-story structure from intersection of Wallace Avenue & 7th Street:



STORMWATER:

Stormwater treatment and containment will be addressed during development and construction on the subject property. City Code requires a stormwater to remain on site and a for stormwater management plan to be submitted and approved prior to any construction activity on the site.

-Submitted by Chris Bosley, City Engineer

STREETS: (Also see attached addendum)

The subject property is bordered by 7th St to the east and Wallace Ave to the south. The current street and right-of-way widths meet the City standards. No alterations to the street section will be required.

-Submitted by Chris Bosley, City Engineer

TRAFFIC: (Also see attached addendum)

The proposed change of use is not expected to have adverse effects on the adjacent transportation network. The ITE Trip Generation Manual estimates fewer peak hour vehicle trips will result from the proposed residential use compared to the former governmental use. The Engineering Department has no objection to this special use permit as proposed.

-Submitted by Chris Bosley, City Engineer

WATER:

There is adequate capacity in the public water system to support domestic, irrigation for the proposed zone special use permit for 623 Wallace Ave.

There is an existing 12" water main in N. 7th St., and an 8" water main in E. Wallace Ave. with an existing 1.5" service to the property.

-Submitted by Kyle Marine, Water Assistant Superintendent

WASTEWATER: (Also see attached addendum)

Presently, the existing structure is connected to the public sanitary sewer located within the Alley Right-of-Way behind the adjacent Lot at 605/607 Wallace Ave.

In accordance with the 2013 Sewer Master Plan, the City's Wastewater Utility presently has the wastewater system capacity and willingness to serve this Special Use as proposed.

-Submitted by Mike Becker, Utility Project Manager

FIRE:

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

Fire department access to the site (road widths, surfacing, maximum grade, and turning radiuses), in addition to, fire protection (size of water main, fire hydrant amount and placement, and any fire line(s) for buildings requiring a fire sprinkler system) will be reviewed prior to building permit or site development, utilizing the currently adopted International Fire Code (IFC) for compliance. The City of Coeur d'Alene Fire Department can address all concerns at site and building permit submittals. The Fire Department has no objection to this special use permit as proposed.

-Submitted by Bobby Gonder, Fire Inspector

Evaluation: *City Council must determine if the location, design, and size of the proposal are such that the development will or will not be adequately served by existing streets, public facilities and services.*

PROPOSED CONDITIONS:

Water:

1. Any additional main extensions and/or fire hydrants and services will be the responsibility of the developer at their expense.
2. Any additional water service will have cap fees due at the time of building permit.

Planning:

3. The applicant must comply with the applicable conditions set forth with the approval of ZC-9-86SP for the existing parking lot to the north, which is proposed to support the project:
 - a. The area of property between the parking lot and the property lines be landscaped as follows: 50% deciduous and 50% evergreen
 - b. Prohibition of site access directly from 7th Street (existing alley access OK- no new encroachment).
 - c. Two trees should remain and shall be pruned to Urban Forestry Standards.
 - d. A fenced be placed between the preschool (now a Yoga studio) and the parking lot.

4. Set a maximum height for any structure proposed for the site at an R-17 zoning standard of 45', versus the allowable R-34 height, which would potentially permit a 63' structure. A maximum height of 45' is consistent with the location, setting, and existing uses adjacent to the site, as described in finding #B8B as well as the applicant's description of surrounding structures (Church and Yoga studio), and is consistent with the Historical Heart guidance in the Comprehensive Plan that encourages new infill development to be harmonious and consistent in scale with existing development.
5. Existing floor area dedicated to commercial office space (legal non-conforming use) may not increase.
6. Existing street trees must remain, although they may be pruned to Urban Forestry standards at the developer's expense.

Wastewater (NEW see attached addendum):

7. The Wastewater (WW) Utility requests, as a condition of the Special Use Permit's proposed increased densities, the developer bring the subject property's sewer lateral connection into compliance during development of the subject property.

City Council may, as conditions of approval, establish reasonable requirements to mitigate any impacts that would adversely affect the surrounding neighborhood. Please be specific, when adding conditions to the motion.

ORDINANCES AND STANDARDS USED IN EVALUATION:

- 2007 Comprehensive 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

ACTION ALTERNATIVES:

City Council must consider this appeal request and make appropriate findings to affirm the decision made by Planning Commission, affirm with added conditions from Council, reverse the approval, or remand back to Planning Commission. The findings worksheet is attached.

Appeal comments provided by Utility Project Manager Mike Becker (Wastewater):

WASTEWATER:

The subject property at 623 Wallace is presently connected to the public sewer in the alley directly behind the adjacent lot (605/607 Wallace). This existing nonconforming connection (grandfathered) was continued during the 2016 Open Trench Sewer Project in order to accommodate the existing gravity sewer discharge that was generated from the basement of the subject property. Since the subject property's basement floor elevation is deeper than the public sewer main, a conforming sewer lateral connection would not accommodate gravity flows from the subject property's basement at that time.

In 2016, peak flows in the public sewer main were measured with a depth to diameter (d/D) ratio of 0.32. In short, this pipe flows approximately one-third (1/3) full every day which partially surcharges the subject property's [aforementioned](#) sewer lateral. Presently, the Wastewater Utility has the capacity and willingness to serve subject property with present day flows (2018). Increased densities from the subject property will likely increase discharged sewer flows, thus increasing the surcharge within the subject property's [existing](#) sewer lateral.

Normally, sewer design and connection is reviewed and approved at the time of building permit. However, since sewer was discussed at the Planning Commission meeting by way of public comment, now appealed, staff felt this was an appropriate time to request the following condition:

- *The Wastewater (WW) Utility requests, as a condition of the Special Use Permit's proposed increased densities, the developer bring the subject property's sewer lateral connection into compliance during development of the subject property.*

Appeal comments provided by City Engineer Chris Bosley:

STREETS:

The subject property is bordered by 7th Street to the east and Wallace Ave to the south. The current street and right-of-way widths meet the City standards. No alterations to the street section will be required. According to the Kootenai Metropolitan Planning Organization, 7th Street is considered a Major Collector. The nearest Arterial is Lakeside Avenue, approximately 900 feet to the south. Northwest Boulevard, East Sherman, and 15th Street are also classified as Arterials.

TRAFFIC:

The traffic analysis was performed using the Institute of Transportation Engineers (ITE) Trip Generation Manual, 9th Edition. Data for Governmental Office Buildings is only based on square footage of office space with estimated traffic during the PM peak hour of traffic. Using this information, an average of 1.21 trips per 1,000 sf of gross floor area is predicted during the peak hour. Therefore, the existing 8,000 sf government office building is estimated it would have generated 9.68 trips during the peak hour during its former use as a Social Security office building. The existing vacant state of the property is not considered in this analysis since it is not realistic to assume it will remain vacant indefinitely.

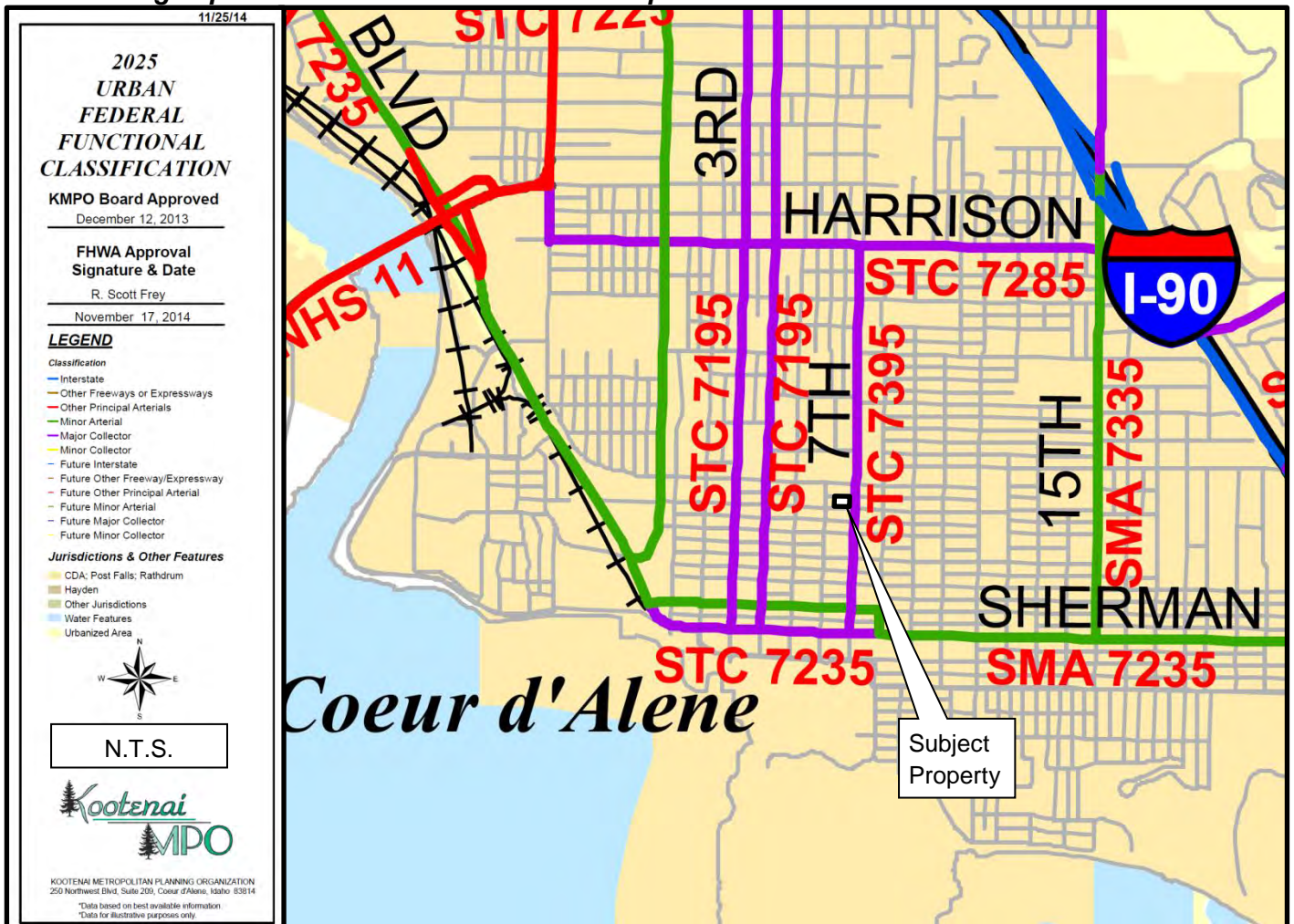
The proposed multi-family building would accommodate 17 units. The ITE Trip Generation Manual predicts that 17 apartment units in a low-rise apartment building may generate an average of 0.58 trips per unit in the same peak hour. The predicted peak hour traffic generated from these 17 apartment units is 9.86 trips. The same analysis performed considering the units as residential condominiums results in 8.84 trips during the peak hour.

With approximately 2000 sf of proposed commercial office space, this could generate another 2.98 trips during the peak hour, based on 1.49 trips per 1,000 sf of General Office Building. Since the Frontier Communications basement space remains unchanged in the proposed development, traffic from that space is not considered in this analysis.

Therefore, using the conservative values mentioned above and including the potential commercial office space, the total predicted number of trips generated during the peak hour is 12.84, an increase of 3.16 trips over the former use as a Social Security building.

Based on this information, the surrounding streets and nearby Arterials have the available capacity to accommodate the predicted increase in traffic.

Enlarged portion of KMPO Classification Map:



Wallace Ave Mixed-Use

Special Use Permit – Narrative

The subject property is in a mature established neighborhood just two blocks north of the City's urban core. The six lot property comprises an 8000 sq. ft. office building and 58 paved parking spaces all within the city's R-17 zoning district. The office building was constructed in the 60's by GTE as their regional headquarters and technical hub and over the years has housed several government agencies, college classrooms, and general office tenants. The current phone company, Frontier Communications, still maintains a 2000 sq. ft. hub in the building's basement. The immediate neighborhood is a mixture of single family residences and commercial facilities, including a wedding chapel, a church, miscellaneous office space, and a yoga studio in a repurposed school building. The neighboring school building, a tall two and a half story brick structure on a 3 lot property was recently rezoned as neighborhood commercial.

The building on the subject property has been mostly vacant for the past 12 months and interest in the space has been limited. There continues to be heavy demand for downtown living opportunities and this site is well situated and comfortably parked making a residential option attractive.

We are proposing to repurpose the existing office structure into a mixed use facility with one and two bedroom apartments over some limited commercial space (see attached sketches) supported by the existing parking. The investment required to repurpose the structure requires a unit count in excess of the currently allowed 13 units within the R17. Existing parking count is more than adequate to support the proposal. The desired density precipitates the request for a special use permit for an R-34 residential density, which would allow up to 17 multifamily units. The density calculation uses the four contiguous lots fronting Wallace Ave., totaling 22,000 SF. The existing parking lot on the north property already falls under an existing SUP that we would like to retain to help support our parking requirements.

The proposed units would be concentrated in a modified two story building occupying a similar footprint as the existing office building (see attached sketches). Even at two stories (+/- 30ft) the resulting structure would be shorter than the wedding chapel (+/- 40ft) to the south and the school building (+/- 40ft) to the west which book end the subject property.

A project of this description would generate no more traffic than the existing office facility based on required parking. Primary access to the proposed project would continue to be off of 7th street. Existing infrastructure is adequate to support this request, and it is likely the tax basis for the site would be more than doubled.

The applicant believes this proposal would breath some life into this non performing property without significant change to the character or activity level of the neighborhood.

Applicant: Anneliese Miller t:
Location: 623 Wallace Avenue
Request: An R-34 Density Increase Special Use Permit in the R-17 (Residential at 17 units/acre) zoning district.
QUASI-JUDICIAL (SP-8-18)

Sean Holm, Senior Planner stated that Anneliese Miller, representing Miller Stauffer Properties, is requesting approval of a special use permit to R-34 (34 residential units per gross acre) that will allow increased density and height (63') in an R-17 residential zoning district.

Mr. Holm provided the following statements:

- The existing site has a single 8000 sq. ft. structure, built in the 60's, which includes a basement.
- The current use is professional office space, although a large portion of the building
- The entirety of the site this use intends to occupy is six lots, although two of the lots are an existing parking lot with a previously granted special use permit, and the applicant has indicated they do not wish to change the parking lot.
- The remaining contiguous four lots along Wallace Avenue are the subject of this R-34 request, which are located south of the alley.
- The applicant's goal is to repurpose the existing office structure into a 30' tall, 2 story mixed-use facilities, with apartments over the first floor.
- The ground floor would be a mix of residential use with walk out porches, and the remainder would continue as office space. The basement would remain office space, currently home to Frontier Communications.
- The proposed building elevations show a two story structure, but would be allowed a maximum potential height of 63 feet, in accordance with the proposed R-34 zoning height restrictions for multi-family structures.
- He provided various photos of the site including the site plan.
- He stated that the Comprehensive Plan designates this area as Historical Heart – Stable Established.
- He noted on a map the other approved special use permits in the area.
- He stated that there are six proposed conditions if the project is approved.

Mr. Holm concluded his presentation and stood for questions.

Commission Comments:

Commissioner Ingalls explained that the uses in this building were grandfathered with the first owner GTE and the Social Security Office that left three years ago. He explained that there wasn't a Special Use Permit required for the Social Security Office. He commented if someone wanted to move in the building tomorrow they could put in an office without getting a permit. He stated the use of the building in the future is not an issue. He added a developer could lease the building out and add nine units above the building without approval from the Planning Commission. He stated this decision is not about if an office space is allowed, or a mixed use project, this is about the approval of 9 or 17 additional residential units. He stated that the applicant is asking for approval of an additional eight units and important this is a "shade of grey" and not black and white.

Mr. Holm explained when staff reviews building permits for these type of projects the "big ticket" items include setbacks, height and parking requirements. He explained that any expansion would have to meet all code requirements and staff requested a condition for maximum height requirement for the project below what is allowed in R-34. He explained based on lot size an allowable footprint, the developer's decision is if the units are built bigger with the R-17 standard, or more densely with tan R-34 designation.

Commissioner Luttrupp stated that we have two buildings surrounding this property that are 45 feet tall. He stated that he is concerned with the change of use of the building height from 45 to 63 feet and increasing 9 units to 17 units.

Chairman Messina clarified that staff is recommending that the height of the building be only 45 feet.

Commissioner Rumpler thanked Commissioner's Ingalls and Luttrupp for clarification. He has had two children going to Sorenson Elementary and curious about the building since its not been used for years and looks forward to hearing public testimony.

Public testimony open.

Dick Stauffer applicant representative provided the following statements:

- Explained that they are the owner/operator of this project and when internally discussing this project they felt we could design the project to achieve their goals to not be a non-issue for the neighborhood.
- He explained a brief history of the building that was built in 1963 including a basement that contains T-1's, fiber optics, copper, switch gear that keeps downtown function and will remain in the basement in perpetuity unless technology is improved to replace the existing equipment somewhere else.
- He listed the current tenants of the building is a tenant, office medical records, A tenant in the basement and have been looking for a tenant to replace the Social Security Office.
- He explained Planning 101 and referenced on the map the core area of the city that is called Urban Planning with a transition zone that happens between the Urban Core and low density residential. He illustrated by drawing a circle around the area that encompasses City Hall, City Park and where the higher density housing is located explained everything out of the circle is lower density.
- He commented that people think there is not a lot of multifamily in the Garden District but would disagree that there is many in this district.
- He commented that this building is surrounded by two buildings that are 45 feet tall.
- He noted parking is accessed off of 7th Street with plenty of parking.
- He commented that in his opinion, more downtown housing is needed. He stated that they will have 9,000 leasable square footage available on the first floor plus there is a tenant in the basement.
- 55 parking spaces are existing with appropriate landscaping, storm water management which is existing. There are a number of mature street trees surrounding the property.
- This building is ADA accessible around and into the building.
- He showed a number of renderings of what the building would look like and stated by adding an additional 8 units would eliminate the commercial component. They are softening the commercial feel in this area by how it is used, but how it looks. He added they don't need the building to reach the requested 63 feet.
- He stated many of the building in the Garden District are two stories and that this project will be a little taller but within 45 feet.
- He explained that the renderings are more of a concept and not a design with the addition of fencing, patios, and additional doors to help soften the building.
- **Summary** – They want to soften the historical use in a residential area while staying compatible with the zoning and comprehensive plan goals. Provide needed housing opportunities near the Downtown Core. Improve existing improvements without burden. He read a comment for the City Engineer in the staff report regarding the amount of traffic that would not have an impact from this project in the area. He explained that this property provides a tax base of \$12,000.00 dollars every year and if we improve this building that tax base would double. He stated with a reduction of traffic and commercial use this is a plus for the community.

Mr. Stauffer concluded his presentation and asked if the commission had any questions.

Commission Comments:

Commissioner Rumpler inquired if the plan will be to remove the existing building.

Mr. Stauffer explained that they are bound by our tenant Frontier to protect their space in this building so the building will not be removed.

Commissioner Fleming commented that this project is “piggy backing” the existing structure.

Chairman Messina questioned if the applicant agrees with the condition restricting the height limit for the project.

Mr. Stauffer commented that he understands why staff suggested that and what we are wanting is an additional eight units that require multiple stories. He commented that all these projects designed are parking driven and when designing a building working back with the parking required. He stated by approving the Special Use permit will allow us to replace the commercial with residential.

Commissioner Ingalls commented that the applicant keeps saying that they want to “soften” the building but really what you are trying to say the building is unattractive.

Mr. Stauffer commented that he wouldn't disagree and that the building is not attractive designed with hard lines, big windows without moles, not a lot of fingers that produce shadow lines. He stated the renderings presented tonight are done as quick sketches and not necessarily the final design of the project.

Commissioner Ingalls noted that there is a yoga studio located close to this property that happens to be in an old school building. He questioned if there is really a need for office space downtown for office and if the applicant is afraid that this building might become an eyesore.

Mr. Stauffer explained as the owner/developer they need to move forward with an idea and that the commercial use will be marketable. Buildings are living things that need people in them to remain maintained. He added that we have a financial burden to make some money and hopes with the approval of this project won't be a burden to the neighborhood. They like to see buildings reused and repurposed and put them back to work.

Commissioner Ingalls stated that he doesn't want to see a building that sits and sits and questioned if this project is viable at 8 units rather than 17 units.

Mr. Stauffer explained that we can keep our commercial and build an additional nine units and not have to have permission. What we are trying to do is take some of the commercial and turn it into residential and that this request is to add the additional units.

Kathy Beechler stated she is opposed and feels project will not fit in the neighborhood but hurt property values, utilities and this area will be congested.

Michael Bechman stated that he is on the fence regarding this project and would like clarification if this will be apartments, what the rents are and how many bedrooms. He added that there are a lot of entrances into the parking lots off of Wallace, Garden and 7th Street. He would like the alley to be blocked to eliminate the number of entrances. He questioned if the request is for a mixed use project because of the tenant in the building.

Adrian Weholt stated he was opposed and now has softened his opinion to approve. He is opposed to apartments and how it will affect property values and what type of people will be living there for safety reasons. He stated this is an historical district and would want the building to match the character of the building.

Dan Broggel stated he is an architect and feels the 17 units don't fit the historical nature of the neighborhood. He stated that he is also concerned about the increase in traffic.

Robin Van Houten stated this building has been vacant along time and with the addition of the project that traffic will increase. She explained that Sorenson Elementary is close and with the approval of a mixed use development feels her kids will not get to go to the school. This project doesn't fit the character of the neighborhood.

Shelly Bennett stated that she owns property adjacent to this building which is one of the new houses recently built. She appreciates that the city is allowing Accessory Dwelling Units (ADU) which gives the city opportunities. She stated the main floor commercial makes no sense in this location and suggested to design a denser residential use then having rentals above the commercial. She stated that she is a realtor and doubts the applicant is going to have success finding commercial tenants.

Elaine Price explained that the sewer system is historic and with the approval for additional homes will hurt the current system. She stated that one of the reasons they moved to this area was the historic character of the neighborhood and feels this building doesn't fit the character of the neighborhood.

Eric Atkins stated he is opposed and concerned about the addition of rental units and would rather have condominiums that will be owner occupied. He doesn't like the renderings of the building and that the design doesn't fit the character of the building.

Ben Mello stated he lives in Coeur d'Alene and the traffic is bad. He explained everyday he rides his bike and with the amount of traffic has had some close calls to getting hit. He would like the design of the building to fit with the neighborhood and that owner occupied is better than rentals.

Della Munich stated the project doesn't fit the neighborhood and is overpowering.

Kate Kuhlman-Wood stated she would like to give some recommendations to staff to put as conditions for approval of the project that are: Traffic – The City Engineer stated in the staff report that he feels there will not be an increase to traffic and how can those traffic numbers be correct, when the Social Security Building has been vacant. She added that they have had no less than four accidents at the intersection of Wallace and 6th. She commented that there are not a lot of stop signs or yield signs which creates confusion on how traffic is supposed to proceed and would recommend placing speed bumps in the road approaching the higher density properties. She commented that she would like to see the sidewalks not interrupted by driveways, especially the driveway on Wallace. She suggested putting bollards in the alley, so people couldn't drive through and help keep kids safe. She commented that the rents generated from 17 units would help the applicant's return on investment (ROI), but she would rather see the applicant construct eight luxury units which are needed and which would attract the type of renters who would take care of the property. Luxury units would maximum the applicant's ROI under the current zoning.

Mitchell Wood stated that if this project is done right could be an exciting project for the Garden District. He explained that the city plays a role in developments like this and to continue with the definition of Planning 101 he interprets the city two ways: There is a constitutional order and Representation order. The constitutional order is the streets, sidewalks and the planting strips these are things we have control. The representational order that is private development and changes torn down put back up. The constitutional order doesn't change like the streets will be here forever. He would suggest as a condition to get rid of the curb cut that goes into the parking lot. He explained that most traffic comes from Northwest Boulevard with traffic coming down Wallace to access this site. He understands this project could change if approved.

Martin Stacy stated that he has lived in the neighborhood along time and has enjoyed watching the neighborhood thrive as a single family neighborhood and considered as one of Coeur d'Alene's oldest neighborhoods. He appreciates the new homes in the neighborhood that were designed to fit the character of the neighborhood. He asked the commission to not think of the economic viability of 17 versus 9 units.

Sharon Kerns stated she lives on 7th Street, across from the property, and feels the building is ugly and not opposed to making it better. She is concerned with parking and has observed how people park. She stated there is a wedding chapel across the street and everybody going to the wedding chapel parks in the vacant lot.

Wayne Sweeny stated that he has lived in the area along time and is familiar with the applicant's projects which most he likes. He has concerns about the increased density and questioned why is the applicant doubling the density and would like to hear the justification. He would like to see larger luxury apartments as mentioned by Dr. Wood.

Tricia Dye stated she lives in the area and parking is an issue and explained when people go to the Wedding Chapel they park along the street and makes it hard to get out of her driveway. There is a lot of traffic and would like a traffic study done. She wants to protect the historical character of the building.

Eileen Doyle stated that she has lived in this the area for 25 years and would like to see a traffic study done and if approved, feels her property values will be decreased.

Faye Sweeny stated that she would like clarification on the parking and questioned if the parking lot could be changed to a building site in the future. She explained that she has lived in the neighborhood for a long time and is concerned about the historical character and questioned if approved would this project have to go before the Design Review Commission.

Walter Burns stated he is new to the area and doesn't think this project fits the neighborhood.

Rebuttal:

Mr. Stauffer provided the following statements:

- He stated that the property will be a rental property with an element of mixed uses and will retain the lower level office space and the switch gear for the phone company in the basement.
- He explained the access points and will work with the city and the neighborhood the safest way to ingress/egress the property.
- He agrees that traffic is terrible, but feels that traffic has increased in all parts of the city and not unique to this application or neighborhood.
- He stated by having commercial will lessen the load for parking.
- He stated the building has been there for 55 years and the design is subjective and he is sensitive to the comments presented tonight.
- He understands the passion from the community but feels the city can't dictate the design of the building. He added that the renderings shown tonight are preliminary and is designed to show massing and the size of the building.
- He explained that we are proposing to give up some of the grandfathered commercial space for residential space and the reason why we want the other units to fill with residential. We have the infrastructure to fit this type of development. He explained we can keep our commercial space and do the nine units without approval or trade out more residential with the blessing to build 17 units instead of nine.

Chairman Messina commented that we have heard a lot of testimony about the design of the building not complimenting the neighborhood. He questioned if they considered a design that would fit with the surrounding areas.

Mr. Stauffer commented that he can assure everybody after this meeting tonight the design will be a topic

for discussion. He commented that this is start and with the design we tried not to remove the brick façade and things that we have existing that are working. He explained that the Garden District boundary goes from Sherman to Montana 4th to 11th and there is a lot of stuff in the Garden District including some stately homes, historical homes and some homes that aren't as appealing. He stated that they will discuss this project internally if that is a better solution to move forward. He stated they have been in the business for a long time and take care of our properties. He commented that it is our desire to be successful and accepted in the neighborhood but not be the neighborhood parking lot. We want to put this property to work and feel there is a need for downtown apartment style and see them designed as upper scale apartments.

Commissioner Rumpler questioned if Frontier will be in the building forever and if they are then the idea of replatting for single family homes is not possible.

Commissioner Ward inquired about the parking lot to the north and questioned if the 55 parking spaces meet the city requirements.

Mr. Stauffer noted on the map the four lots to be used for parking.

Mr. Holm stated that staff has had a discussion regarding those lots based on the approval of the Special Use Permit, however staff would like to see those lots tied to the property and the only way would be with a deed restriction that says as long as the building survives, the parking will remain to support the building so, it is not sold separately.

Mr. Stauffer commented that they would expect that plus a building permit would be obtained to support the parking which would be another form of a contract.

Commissioner Luttrupp inquired what would be the benefit for the community to exchange commercial for residential.

Mr. Stauffer explained that a benefit for us is we will be putting the building to work which is vacant right now with the lower level fully occupied. He stated that the main level is empty and from a property owners view that is not acceptable. He stated that they feel there is a need for downtown housing and the two new homes on the corner were built because of us working with Chad Oakland to put those in. He explained they saw the new homes as the place to shrink the site that was more neighborhood friendly as opposed to the 7th Street exposure that we saw would be more appropriate for multi-family.

Commissioner Luttrupp commented if the special use permit was not approved questioned if the commercial would go away and residential would remain.

Mr. Stauffer explained that the economic dynamics will not work for them and that we would have to spend more money making that property into residential versus adding residential to the property and we won't throw the property away.

Commissioner Luttrupp commented that he is not suggesting throwing the property away and stated he is struggling with the increased density from 9 versus 17 units and after hearing previous testimony indicating that eliminating the commercial is more important to the community.

Mr. Stauffer explained that the business model supports a certain amount of development and that the office parking is higher than residential parking. He added that the infrastructure will support more residential then it will commercial for example, a residential property is 700 or 800 feet and needs two parking spots a business need 1 space per 300, so you have more area with less people in it and less cars required.

Commissioner Fleming inquired how you respond to the people who are suffering under a sewer and water system that is failing and by adding more units to an already stressed, old system.

Mr. Stauffer commented that is a question that he is not qualified to answer and that staff stated in the staff report that they don't see any issues with the water/sewer service. He explained that if there are some things that need to be reconstructed those items will be addressed with a building permit.

Commissioner Fleming commented that we should not approve something knowing that there might be a problem in the sewer system.

Mr. Stauffer commented that they should rely on staff's recommendation if they feel there is not a problem with sewer/water.

Commissioner Ingalls stated that a couple people who testified were not clear on this "trading" and that the project might be softened further by some alterations to the design. He stated that the issue isn't about the "box" and previous testimony commented that 17 units might be a better project than 8 because the trading of the use. He stated in his opinion seventeen high quality would be great for the community.

Public testimony closed.

Discussion:

Commissioner Ingalls stated the Comprehensive Plan talks about intense pressure on infill in the heart of the City. He continued that it talks about seeking a balance between commercial, residential and mixed use in the Historic Heart that allows for an increase density in harmony with the existing residential uses. He added that it also states that Infill provides opportunities and incentives for redevelopment and mixed use development will reflect the scale of the existing neighborhoods while allowing an increase in density. He commented that we have talked about the mass and scale which doesn't change whether its 17 or 9 units.

He added the parking for the project exceeds the requirements and thinks the design could be tweaked and will be a good fit for the neighborhood. He stated with the update to the Comprehensive Plan infill will be addressed and if a city doesn't grow, we are in decline running out of wide open spaces. He commented that this developer with this project, good track record, in this location with trading and tradeoffs that we would allow this to be a quality infill project.

Commissioner Mandel thanked the public for coming tonight and appreciates all comments and is sympathetic to questions regarding traffic, parking and walkability for the fellow Sorenson parents. She stated that the profile of the shape might exist no matter what, but we have an opportunity as a commission to manage the infill in a responsible way. She stated that she likes the conditions that were added especially the height limitation that keeps it to the profile that might exist anyway. The landscaping recommendations and conditions she feels is an opportunity to see parking needs are met and keep the project within the existing profile. The questions on parking and traffic are part of a bigger picture and that this is an opportunity to work within the profile. She again stated that she appreciates all public comment and helping with the goals of the Comprehensive Plan in a responsible way. She stated the decision tonight might not be popular with the community and understands thinking about what is already allowable and this could be a lot worse.

Commissioner Luttrupp commented that he disagrees with Commissioner Ingalls and feels that the mass and scale will change. He explained that his issue is we need more housing, but we have to have stability in our Comprehensive Plan and the commitments we made to the community, neighborhoods etc. He noted that we have had certain standards in this area for a long time and commented by approving this project, we will take away from this historic area by increasing the density from 9-17 units and is a significant change to this historical area and will not support this request.

Commissioner Rumpler stated for many months this Commission has had some conversation. He explained the conversations have been with growth, infill; however those things are sometimes not popular as we have heard through testimony tonight. For example, infrastructure like sewer and water doesn't get

serviced in a modern way unless the tax base is increased. A community that is not growing is in decline and people may disagree, but this is the truth. He stated that this community is a resort community. He feels there is a pulse of population that occurs every year, which is the truth and as this occurs people get to see what a wonderful community we have. This stimulates interest with people wanting to live here and the Garden District is three blocks from the downtown core. He added people want to live near the Downtown Core. He explained that his kids were lucky to go to Sorenson which is a wonderful asset for this area and understands why people want to live near that school. He questioned why not have the opportunities to have families to take advantage of that. He stated that many people can't afford a single family home in the Garden District those homes don't turn over all the time. He stated as a Planning Commissioner this could be a difficult decision wants to see positive growth and to look at the larger picture and stated he supports this request.

Commissioner Fleming stated that she appreciates all the input on both sides and respect the projects from the applicant who does great work. She explained that this is a difficult building is a dinosaur and dead in the water sitting as it is and doesn't serve a purpose as something that doesn't exist underground. The volume is not going to change whether we allow them to go forward how it is, or the volume and space remain the same. She stated that she agrees with the historical part and is in the business and don't look at the aesthetics' on the screen. She commented if you look back at the historic unique brick apartment buildings on the South Hill in Spokane you see the elements that make the building charming and historical. She would like to see this building sit comfortably in this neighborhood. This building already has brick which is part of the era that is not a problem, but need to address the physicality of it and we are not here to design the project. The applicant has heard the comments and will dig out the details. We need to have people live downtown that can't afford to buy these high end condos. She stated that tonight we have heard some good things about traffic management and if we improve the water/sewer and infrastructure the neighbors will benefit. This will be a good project and ignore the visuals.

Commissioner Ward stated the applicant has done some great projects in the downtown and will trust that will continue with this project and future projects. He commented that the applicant is wise to understand and demonstrated that by listening to public comment. He stated that he will support this project.

Chairman Messina commented with any project people will agree/disagree. He stated that he can't vote because he is the chairman, but he will support this project because the density is there.

Motion by Rumpler, seconded by Ingalls, to approve Item SP-8-18. Motion approved.

ROLL CALL:

Commissioner Fleming	Voted	Aye
Commissioner Ingalls	Voted	Aye
Commissioner Mandel	Voted	Aye
Commissioner Luttrupp	Voted	No
Commissioner Rumpler	Votes	Aye
Commissioner Ward	Voted	Aye

Motion to approve carried by a 5 to 1 vote.

STUHMILLER, SHANA

From: Ed Dudding <coeurdalencounseling@gmail.com>
Sent: Monday, June 25, 2018 6:05 AM
To: STUHMILLER, SHANA
Subject: 623 Wallace Avenue density request

Follow Up Flag: Follow up
Flag Status: Flagged

My wife and I live at 519 E. Indiana Avenue. We would like to comment on the proposed density change for 623 Wallace Avenue. If it leads to a type of “affordable housing” project we would not favor the request. Thank you.

--

Edward Dudding, M.A., LMHC, LPC, CSAT
1910 Northwest Blvd.
Suite 201
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STUHMILLER, SHANA

From: Adrian Weholt <adrianweholt@gmail.com>
Sent: Monday, July 09, 2018 2:36 PM
To: STUHMILLER, SHANA
Subject: Request to re-zone 623 Wallace ave.

Follow Up Flag: Follow up
Flag Status: Flagged

Greetings Shana and fellow planning commission members,

My name is Adrian Weholt and I am writing regarding the request to re-zone the property at 623 Wallace ave. to R34 density. Let me start by saying that I have personally spoken with over 100 of my neighbors in the Garden District over the past 2 weeks. Having done so I feel it is within my capacity to speak for our neighborhood, or at the very least for the ones who will not be able to attend tomorrow's public hearing.

We are vehemently AGAINST this requested change. I am speaking about more than just an overwhelming majority. EVERY SINGLE PERSON I talked to was opposed to this. The responses all hovered somewhere around "outrageous, ridiculous, absurd, and horrible".

Please allow me to take a brief aside to mention that many of the people I talked to around this property claimed to have never received a notice from city. Many that did (including myself) received a letter that was missing important information such as most of the physical address of where to send letters, times or dates, etc. A simple printing error, possibly. At any rate many people felt it exemplified a job "done inadequately" and I even heard the word "sabotage" more than once. But this is not yet a witchhunt or a place for accusations, and I digress.

Back to the matter at hand. Not one person thinks this will be good for their community. It seems entirely impossible to see how his could benefit our neighborhood or our community. This is something that will RUIN our historic, iconic Garden District, which is almost entirely single family homes. It will be an eyesore, a contributing factor to our increasing traffic problem and to further overcrowding. It is not in character of our neighborhood. It will not contribute to the charm or aesthetic, in fact it will completely destroy it.

Approving this request despite 100% opposition from the people you represent will go against your explicit mission statement and duties to:

" ... promote orderly growth, preserve the quality of Coeur d'Alene, protect the environment, promote economic prosperity, protect property rights, and foster the safety of its residents. "

How with 7th st., an already overburdened street, contend with a year or more of construction crews and equipment, along with the huge increase of cars in-perpetuity? How much on-site parking will be required? Will it become impossible to find parking every day instead of just during downtown events?

I also have to wonder what damage heavy grade excavators and compactors will do to our homes. I live one block from the site and am quite certain I would be seeing cracks develop in my 80 year old plaster. What will the shaking do to the clay sewer pipes that populate our back yards? Have impact studies been done? I can assure this committee that if our historic homes are damaged class action lawsuits will be filed.

We realize that the decisions you have to make aren't always easy , but this certainly has to one of the easiest. Your community stands against this rezoning request, you have to as well.

Thank you sincerely and kind regards,
Adrian, Vienna, and Mika Weholt
711 E. Indiana ave.

STUHMILLER, SHANA

To: Iain Smith
Subject: RE: Input for Community Meeting on Project at 623 Wallace

Iain Smith

We object to the City granting a change in zoning from R 17 to R 34 as proposed for 623 Wallace Avenue. We live at 616 E Indiana, just south of the proposed project site. Our concerns are the likely increase in traffic and on-site parking along with the negative impact of a high-density, potentially 63 foot high, office / residential building in the heart of the historic Garden District.

We are acutely aware that Coeur d'Alene's growth has some negative consequences for Garden District residents, the most obvious being an increase in traffic and vehicles parked on our streets. We noticed that Ms. Miller's photos showed empty streets, which is highly misleading. Maybe pictures should have been taken during a wedding across the street when cars line both sides of Wallace or during Car d'Alene, Live at 5, the Wednesday market or any summer weekend?

We have recently seen an increase in traffic accidents in our neighborhood. This comes as no surprise since it's very difficult to see oncoming traffic when making turns on our local streets. Vehicles are parked right up to corners, many intersections lack yield or stop signs and there is virtually no parking regulation enforcement. We can't imagine that permitting a high density office / residential building in the center of the Garden District will do anything but make the traffic and parking situation worse. Is allowing rezoning to R34 good for anyone but the developer?

Residents are frustrated. The City should be taking steps to reduce traffic and parking problems in the Garden District, possibly by implementing permit parking in the 5 or 6 blocks north of Sherman between 4th and 10th. Something must be done to address the problem and adding more vehicles isn't the answer. Accordingly, we believe that approving this request for rezoning is not in our best interests and we strongly oppose it.

Iain and Debbie Smith

se cut here

1. If you would like to send in a comment, please use this portion of the notice and return to the Planning Department office before Monday, August 20, 2018 at 5:00pm
2. Phone or visit our office (769-2240) with your concerns or questions.
3. Fax your comments to (769-2284).
4. Email your comments to shana@cdaid.org
5. Come to the public hearing.

Disapprove of increase
of units per acre -
Roads crowded - parking
NOT A good fit for
historical neighborhood
ITEM: SP-8-18
Bruce Smith
706 Wallace

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

SP-8-18

A. INTRODUCTION

This matter having come before the Planning Commission on July 10, 2018, and there being present a person requesting approval of ITEM: SP-8-18 an R-34 Density Increase Special Use Permit in the R-17 zoning district.

APPLICANT: ANNELIESE MILLER

LOCATION: 623 E. WALLACE AVENUE.

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

- B1. That the existing land uses are Residential.
- B2. That the Comprehensive Plan Map designation is Historical Heart – Stable Established.
- B3. That the zoning is R-1.
- B4. That the notice of public hearing was published on, June 23, 2018, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on June 4, 2018, which fulfills the proper legal requirement.
- B6. That the 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 July 10, 2018.

B8. Pursuant to Section 17.09.220, Special Use Permit Criteria, a special use permit may be approved only if the proposal conforms to all of the following criteria to the satisfaction of the Planning Commission:

B8A. The proposal is in conformance with the comprehensive plan, 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 3.01

Managed Growth:

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

Objective 3.16

Capital Improvements:

Ensure Infrastructure and essential services are available for properties in development.

Objective 3.05

Neighborhoods:

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

B8B. The design and planning of the site is compatible with the location, setting, and existing uses on adjacent properties. This is based on the information in the staff report.

B8C. The location, design, and size of the proposal are such that the development will be adequately served by existing streets, public facilities and services. This is based on the applicant testimony, the staff report that transportation is adequate and that water/sewer are available based on the information in the staff report.

C. ORDER: CONCLUSION AND DECISION

The Planning Commission, pursuant to the aforementioned, finds that for a special use permit, as described in the application should be approved.

Special conditions applied are as follows:

Water:

1. Any additional main extensions and/or fire hydrants and services will be the responsibility of the developer at their expense.
2. Any additional water service will have cap fees due at the time of building permit.

Planning:


3. The applicant must comply with the applicable conditions set forth with the approval of ZC-9-86SP for the existing parking lot to the north, which is proposed to support the project:
 - a. The area of property between the parking lot and the property lines be landscaped as follows: 50% deciduous and 50% evergreen
 - b. Prohibition of site access directly from 7th Street (existing alley access OK- no new encroachment).
 - c. Two trees should remain and shall be pruned to Urban Forestry Standards.
 - d. A fenced be placed between the preschool (now a Yoga studio) and the parking lot.
4. Set a maximum height for any structure proposed for the site at an R-17 zoning standard of 45', versus the allowable R-34 height, which would potentially permit a 63' structure. A maximum height of 45' is consistent with the location, setting, and existing uses adjacent to the site, as described in finding #B8B as well as the applicant's description of surrounding structures (Church and Yoga studio), and is consistent with the Historical Heart guidance in the Comprehensive Plan that encourages new infill development to be harmonious and consistent in scale with existing development.
5. Existing floor area dedicated to commercial office space (legal non-conforming use) may not increase.
6. Existing street trees must remain, although they may be pruned to Urban Forestry standards at the developer's expense.

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

ROLL CALL:

Commissioner Fleming	Voted Yes
Commissioner Ingalls	Voted Yes
Commissioner Luttrupp	Voted No
Commissioner Mandel	Voted Yes
Commissioner Rumpler	Voted Yes
Commissioner Ward	Voted Yes

Motion to approve carried by a 5 to 1 vote.


CHAIRMAN TOM MESSINA

City Council Meeting



City of
Coeur d'Alene
IDAHO

August 21, 2018

SP-8-18: R-34 Density Increase Special Use Permit
623 E. Wallace Avenue (Appeal)

BACKGROUND INFORMATION:

This hearing is on the appeal request, by letter, made by Kate Kuhlman-Wood, M.D. dated August 1st, 2018, of the Planning Commission's 5 to 1 decision in favor of approval, made on July 10th, 2018.

The appeal letter along with Planning Commission's meeting minutes, findings from the hearing, additional comments from Engineering and Wastewater, and any new written public comments are provided in the staff report.



SP-8-18: R-34 Density Increase Special Use Permit
623 E. Wallace Avenue (Appeal)

APPELLANT:

Kate Kuhlman-Wood, M.D.
524 E. Wallace Ave.
Coeur d'Alene, ID 83814

OWNER:

Miller Stauffer Properties, LLC
601 E. Front Ave., Suite 201
Coeur d'Alene, ID 83814

APPLICANT:

Anneliese Miller
601 E. Front Ave., Suite 201
Coeur d'Alene, ID 83814



SP-8-18: R-34 Density Increase Special Use Permit
623 E. Wallace Avenue (Appeal)

Order of Presenters & Public Comments:

1. Staff Report Presentation
2. Appellant Presentation
3. Applicant Presentation
4. Appellant Rebuttal (if desired)

City Council can make the following decisions for an appeal of this nature:

- Affirm the decision made by Planning Commission
- Affirm with added conditions from Council
- Reverse the decision
- Remand this request back to Planning Commission.



SP-8-18: R-34 Density Increase Special Use Permit 623 E. Wallace Avenue (Appeal)

LOCATION:

+/- 0.51 acre parcel at the northwest corner of E. Wallace Avenue and N. 7th Street- commonly known as 623 E. Wallace Avenue.

DECISION POINT:

Anneliese Miller, representing Miller Stauffer Properties, is requesting approval of a special use permit to R-34 (34 residential units per gross acre) that will allow increased density and height (63') in an R-17 residential zoning district.



SP-8-18: R-34 Density Increase Special Use Permit 623 E. Wallace Avenue (Appeal)

Location Map



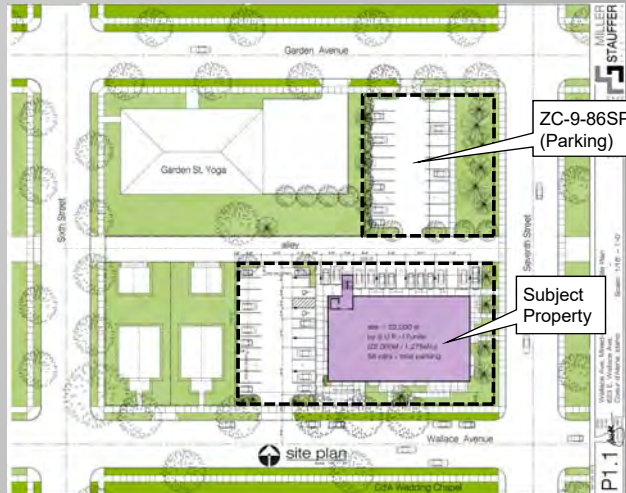
SP-8-18: R-34 Density Increase Special Use Permit
623 E. Wallace Avenue (Appeal)

Aerial Photo



SP-8-18: R-34 Density Increase Special Use Permit
623 E. Wallace Avenue (Appeal)

Site Plan



SP-8-18: R-34 Density Increase Special Use Permit
623 E. Wallace Avenue (Appeal)

Finding #B8A:

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

Finding #B8B:

The design and planning of the site (is) (is not) compatible with the location, setting, and existing uses on adjacent properties.

Finding #B8C:

The location, design, and size of the proposal are such that the development (will) (will not) be adequately served by existing streets, public facilities, and services.



SP-8-18: R-34 Density Increase Special Use Permit
623 E. Wallace Avenue (Appeal)

Finding #B8A:

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



2007 Comprehensive Plan:
(Historical Heart)

Stable Established Areas:

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



SP-8-18: R-34 Density Increase Special Use Permit
623 E. Wallace Avenue (Appeal)

Historical Heart Today

The historical heart of Coeur d'Alene contains a mix of uses with an array of historic residential, commercial, recreational, and mixed uses. A traditional, tree-lined, small block, grid style street system with alleys is the norm in this area. Neighborhood schools and parks exist in this location and residents have shown support for the long term viability of these amenities. Focusing on multimodal transportation within this area has made pedestrian travel enjoyable and efficient.

Widely governed by traditional zoning, there are pockets of infill overlay zones that allow development, based on Floor Area Ratio (FAR). Many other entities and ordinances serve this area to ensure quality development for generations to come. Numerous residential homes in this area are vintage and residents are very active in local policy-making to ensure development is in scale with neighborhoods.



SP-8-18: R-34 Density Increase Special Use Permit
623 E. Wallace Avenue (Appeal)

Historical Heart Tomorrow

Increased property values near Lake Coeur d'Alene have intensified pressure for infill, redevelopment, and reuse in the areas surrounding the downtown core. Stakeholders must work together to find a balance between commercial, residential, and mixed use development in the Historic Heart that allows for increased density in harmony with long established neighborhoods and uses. Sherman Avenue, Northwest Boulevard, and I-90 are gateways to our community and should reflect a welcoming atmosphere.

Neighborhoods in this area, Government Way, Foster, Garden, Sanders Beach, and others, are encouraged to form localized groups designed to retain and increase the qualities that make this area distinct.



SP-8-18: R-34 Density Increase Special Use Permit
623 E. Wallace Avenue (Appeal)

The characteristics of Historical Heart neighborhoods will be:

- That infill regulations providing opportunities and incentives for redevelopment and mixed use development will reflect the scale of the existing neighborhoods while allowing for an increase in density.
- Encouraging growth that complements and strengthens existing neighborhoods, public open spaces, parks, and schools while providing pedestrian connectivity.
- Increasing numbers of, and retaining existing street trees.
- That commercial building sizes will remain lower in scale than in the downtown core.



SP-8-18: R-34 Density Increase Special Use Permit
623 E. Wallace Avenue (Appeal)

Comprehensive Plan Objectives

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 3.01 Managed Growth:

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



SP-8-18: R-34 Density Increase Special Use Permit
623 E. Wallace Avenue (Appeal)

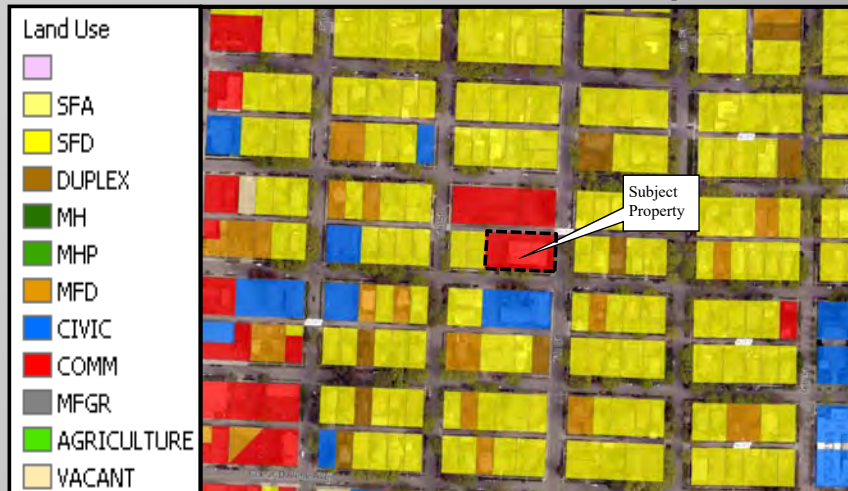
Finding #B8B:

The design and planning of the site (is) (is not) compatible with the location, setting, and existing uses on adjacent properties.



SP-8-18: R-34 Density Increase Special Use Permit
623 E. Wallace Avenue (Appeal)

Generalized Land Use Map:



SP-8-18: R-34 Density Increase Special Use Permit
623 E. Wallace Avenue (Appeal)

Site Photos



View of Wallace Ave. streetscape from 7th St.
looking west



View of existing structure and driveway from
Wallace Ave. looking northeast toward 7th St.

Coeur d'Alene
IDAHO

SP-8-18: R-34 Density Increase Special Use Permit
623 E. Wallace Avenue (Appeal)

Site Photos



View of alley looking west showing existing
structure and parking lot

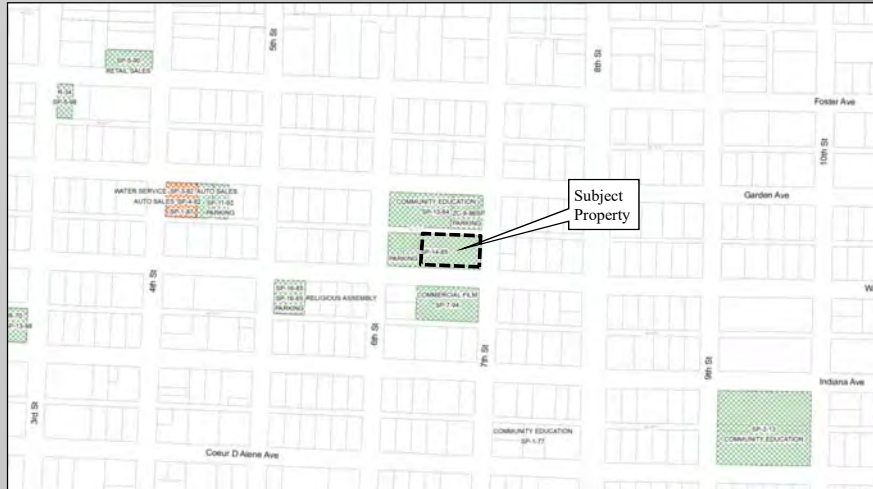


View of existing parking lot supported by prior
approval of ZC-9-86SP

Coeur d'Alene
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SP-8-18: R-34 Density Increase Special Use Permit
623 E. Wallace Avenue (Appeal)

Prior Special Use Permits in the Area



SP-8-18: R-34 Density Increase Special Use Permit
623 E. Wallace Avenue (Appeal)

Finding #B8C:

The location, design, and size of the proposal are such that the development (will) (will not) be adequately served by existing streets, public facilities, and services.

- City staff from Engineering, Streets, Water, Fire, Parks, and Wastewater departments have reviewed the application request in regards to public utilities and public facilities.
- Each department has indicated that there are adequate public facilities and public utilities available to serve the proposed request.
(See addendum for addition staff comments from Wastewater & Engineering)
- No objections were raised for this Special Use request as proposed.



SP-8-18: R-34 Density Increase Special Use Permit
623 E. Wallace Avenue (Appeal)

Notes from Planning Department Staff

- Currently, an R-17 zoning district this size (0.51 ac.) on would allow for 8.8 units (rounded up to 9) with a maximum height of 45' from average finished grade to peak.
- Approval of the requested R-34 SUP, without conditions, has the potential for 17.25 units (rounded down to 17) with a maximum height of 63' from average finished grade to peak.



SP-8-18: R-34 Density Increase Special Use Permit
623 E. Wallace Avenue (Appeal)

Building Elevations



SP-8-18: R-34 Density Increase Special Use Permit
623 E. Wallace Avenue (Appeal)

Building Elevations



SP-8-18: R-34 Density Increase Special Use Permit
623 E. Wallace Avenue (Appeal)

Seven (7) Recommended Conditions

Wastewater (NEW- see addendum/staff report):

7. The Wastewater (WW) Utility requests, as a condition of the Special Use Permit's proposed increased densities, the developer bring the subject property's sewer lateral connection into compliance during development of the subject property.

Water:

1. Any additional main extensions and/or fire hydrants and services will be the responsibility of the developer at their expense.
2. Any additional water service will have cap fees due at the time of building permit.

...continued



SP-8-18: R-34 Density Increase Special Use Permit
623 E. Wallace Avenue (Appeal)

Seven (7) Recommended Conditions

Planning:

3. The applicant must comply with the applicable conditions set forth with the approval of ZC-9-86SP for the existing parking lot to the north, which is proposed to support the project:
 - a. The area of property between the parking lot and the property lines be landscaped as follows: 50% deciduous and 50% evergreen
 - b. Prohibition of site access directly from 7th Street (existing alley access OK- no new encroachment).
 - c. Two trees should remain and shall be pruned to Urban Forestry Standards.
 - d. A fence be placed between the preschool (now a Yoga studio) and the parking lot.

...continued



SP-8-18: R-34 Density Increase Special Use Permit
623 E. Wallace Avenue (Appeal)

Seven (7) Recommended Conditions

Planning:

4. Set a maximum height for any structure proposed for the site at an R-17 zoning standard of 45', versus the allowable R-34 height, which would potentially permit a 63' structure. A maximum height of 45' is consistent with the location, setting, and existing uses adjacent to the site, as described in finding #B8B as well as the applicant's description of surrounding structures (Church and Yoga studio), and is consistent with the Historical Heart guidance in the Comprehensive Plan that encourages new infill development to be harmonious and consistent in scale with existing development.
5. Existing floor area dedicated to commercial office space (legal non-conforming use) may not increase.
6. Existing street trees must remain, although they may be pruned to Urban Forestry standards at the developer's expense.



SP-8-18: R-34 Density Increase Special Use Permit 623 E. Wallace Avenue (Appeal)

Action Alternatives

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

- Affirm the decision made by Planning Commission
- Affirm with added conditions from Council
- Reverse the decision
- Remand this request back to Planning Commission

*City Council may, as a condition of approval, establish reasonable requirements to mitigate any impacts that would adversely affect the surrounding neighborhood.
Please be specific, when adding conditions to the motion.*



SP-8-18: R-34 Density Increase Special Use Permit 623 E. Wallace Avenue (Appeal)

Aerial Photo

