

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.

September 3, 2019

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Pastor Mark McWhorter with the Church of the Nazarene

C. PLEDGE OF ALLEGIANCE:

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

E. PRESENTATIONS:

1. Centennial Trail – Economic Study

Presented by: Tabitha Kraack, Executive Director Centennial Trail Foundation

2. Proclamation – Suicide Prevention Awareness Day September 14, 2019

**Accepted by: Lora Whalen, Director of Panhandle Health District
and the Chairperson for Suicide Prevention Action Network**

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 20, 2019 Council Meeting.
2. Approval of Minutes for the August 26, 2019 General Services Meeting.
3. Approval of Bills as Submitted.
4. Setting of General Services and Public Works Committees meetings for Monday, September 9, 2019 at 12:00 noon and 4:00 p.m. respectively.
5. Approval of an Outdoor Eating Permit for the Crown & Thistle, at 107 N. 4th Street
6. **Resolution No. 19-037-**
 - a. Approval of revisions to the sidewalk policies and guidelines

As Recommended by the General Services Committee

I. OTHER BUSINESS:

1. **Resolution No. 19-038** - Approval of a Memorandum of Agreement with the Centennial Trail Foundation for the Transcontinental Railroad Memorial and related improvements at Riverstone Park

**Staff Report by: Bill Greenwood, Parks and Recreation Director
and Jon Mueller, Landscape Architect, Architects West**

2. **Council Bill No. 19-1013** - Amendments to Municipal Code Chapter 5.68, entitled Childcare Facilities

Staff Report by: Kelley Setters, Deputy City Clerk

3. **Resolution No. 19-039** - Approval of an Agreement with the Clearwater Summit Group, Inc., for landscape improvements along the BLM Corridor from River Avenue to Hubbard Avenue.

Staff Report by: Bill Greenwood, Parks and Recreation Director

4. Museum of North Idaho Relocation Project

Staff Report by: Mike Gridley, City Attorney

- a. **Resolution No. 19-040** - Acceptance of the Declaration of Deed Restrictions and Covenants; Acceptance of the Special Warranty Deed; and Approval of an Agreement of Property Transfer from ignite cda for the Young Avenue lots.
- b. **Resolution No. 19-041** – Land Lease Agreement with the Museum of North Idaho, Inc. for City-owned property south of City Hall near the intersection of 8th Street and Young Avenue.

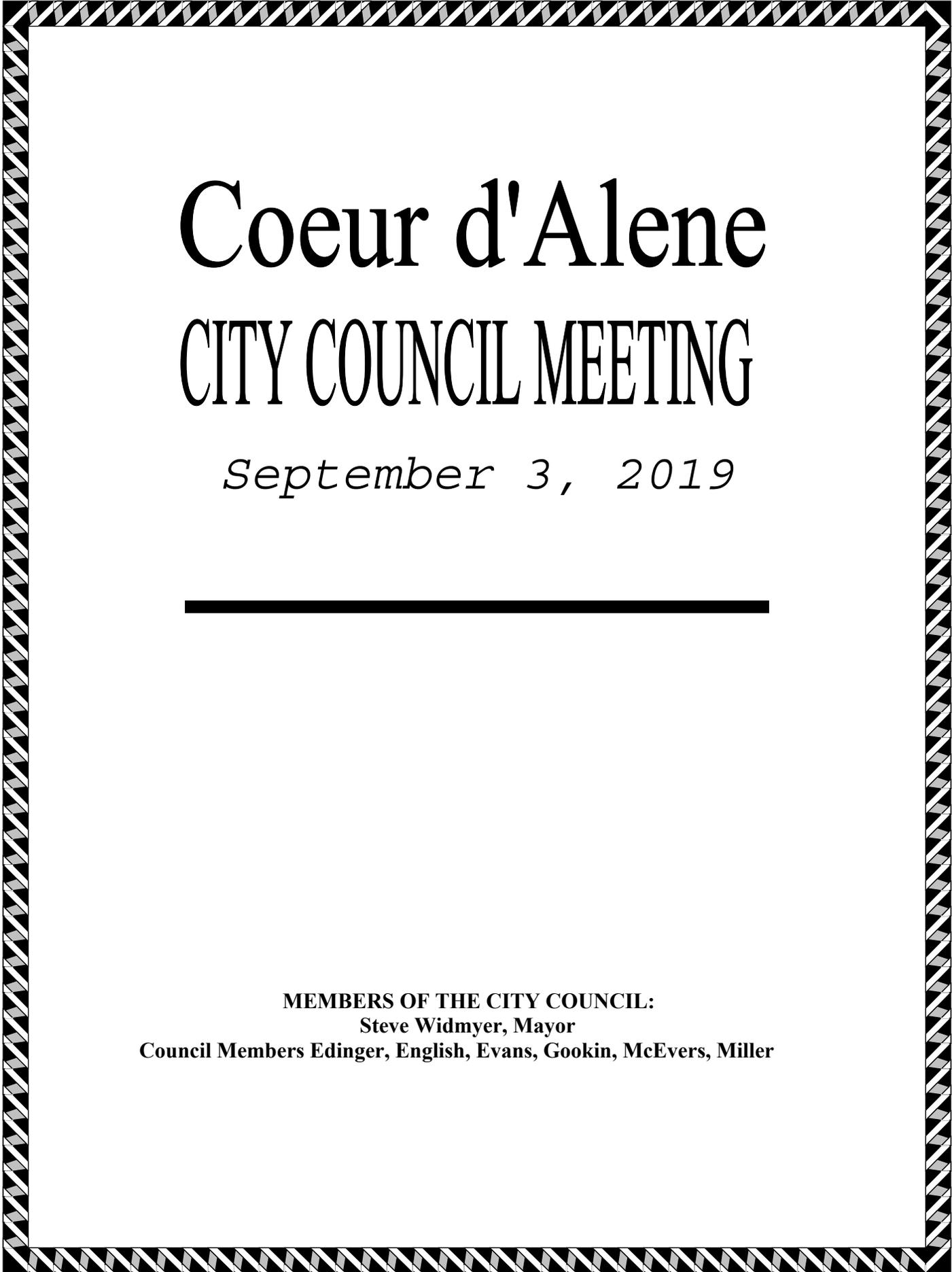
J. PUBLIC HEARING:

1. (Legislative) Annual Appropriations for Fiscal Year 2019-2020

Staff Report by: Vonnie Jensen, Comptroller

- a. **Council Bill No. 19-1014** - Approving the Annual Appropriations for Fiscal Year 2019-2020

K. ADJOURN.



Coeur d'Alene

CITY COUNCIL MEETING

September 3, 2019

MEMBERS OF THE CITY COUNCIL:

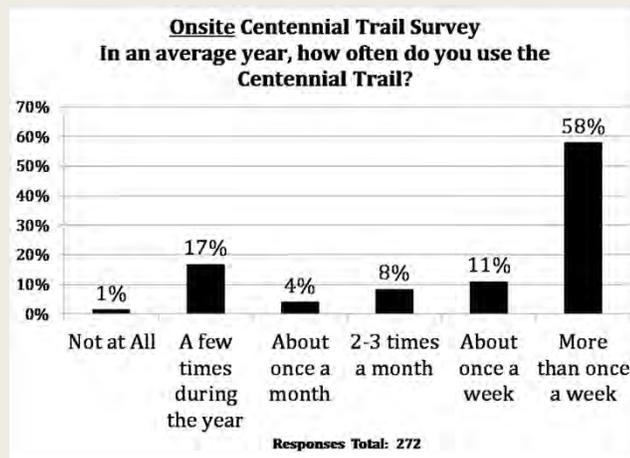
Steve Widmyer, Mayor

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

PRESENTATIONS

NORTH IDAHO CENTENNIAL TRAIL FOUNDATION AND ITS ECONOMIC IMPACT

Produced by: Steve Peterson Research Economist and
the North Idaho Centennial Trail Foundation



Two surveys were conducted; onsite and online.

- The surveys resulted in an estimated number of annual users to be greater than 417,000 people.

The Annual Economic Value of the North Idaho Centennial Trail

- The three events the NICTF hosts generates \$1,152,000 in new money each year.
- Additional uses and events on the Centennial Trail generates upwards of another \$1,840,000 each year

- Total Economic Impact of North Idaho Centennial Trail to our communities every year is greater than \$2,990,000.
- (This doesn't take into account the Economic Impact of Ironman which is estimated of upwards of \$4,000,000)

- The North Idaho Centennial Trail Foundation is a 501 (C) 3 organization that supports and oversees the maintenance, improvements, and possible expansions of the Centennial Trail.

We want to thank you for your continued support over the past 30 years in making this trail a landmark feature for our community.



In Summary, The North Idaho Centennial Trail

- Increases the value of near by property.
- Boosts spending on local businesses.
- Makes the community a more attractive place to live.
- Influences business locations and relocations decisions.
- Reduces medical costs by encouraging exercise.
- Provides alternative transportation.
- Increases tax revenue.

“ The Benefits Are Endless.”

PROCLAMATION

WHEREAS, suicide is one of the most disruptive and tragic events a family and community can experience and there are 44,965 plus reported suicide deaths per year in this nation and over 40 reported suicide deaths in Kootenai County last year; and

WHEREAS, suicide is the 10th leading cause of deaths in the United States and the 8th leading cause of deaths among people in Idaho; and

WHEREAS, Idaho consistently ranks in the top 10 states with the highest suicide rates and Kootenai County's suicide rate is almost twice the national average representing not only waste of human life; but untold suffering for the families and friends of those who die in this tragic way; and

WHEREAS, for every completed suicide there are 25 attempts; and

WHEREAS, public awareness of this terrible problem is the key to preventing further suffering and loss of life; and the risk for human self-destruction can be reduced through awareness, education and treatment; and

WHEREAS, the Suicide Prevention Action Network of North Idaho (SPAN of North Idaho) is a collaboration of Idahoans from the five northern counties committed to working together to eliminate the stigma of suicide, educate the community about the warning signs of suicide, and ultimately reduce the suicide rate in our state, and

WHEREAS, the Suicide Prevention Action Network of North Idaho is committed to excellence in suicide prevention, intervention, postvention, and suicide survivor support; and

WHEREAS, the Suicide Prevention Action Network of North Idaho is hosting the 11th annual Break the Silence 5k walk on September 14th in Coeur d'Alene to raise awareness of suicide, suicide prevention, and most of all to remember those lost to the tragedy of suicide,

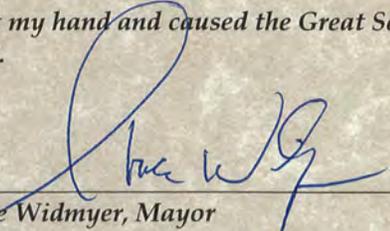
NOW, THEREFORE, I STEVE WIDMYER, Mayor of the City of Coeur d'Alene, Idaho, do hereby proclaim the week of September 14th, 2019, to be

"SUICIDE PREVENTION AWARENESS DAY"

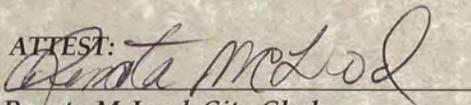
And encourages all citizens to join us in this worthy observance.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this September 3rd, 2019.





Steve Widmyer, Mayor

ATTEST:


Renata McLeod, City Clerk

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 20, 2019

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 20, 2019 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

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

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

Mayor Widmyer mentioned that Deanna Goodlander's funeral was held today and noted that she gave so much to the community and that this community is better off due to her service. He expressed condolences to her family and friends.

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

PLEDGE OF ALLEGIANCE: Councilmember McEvers led the Pledge of Allegiance.

PUBLIC COMMENTS:

Susie Snedaker, CDA, commended Chief White and Chief Gabriel for their command center response during the power outage last week. She felt that there was a lapse in the notification of the outage as she received notice on her voice mail at 9:30 p.m., when the outage occurred at 6:30 p.m. She believes that there is a group of people who are left out in an emergency -- those being people without smart phones and those that depend on electricity for medical needs. She thinks the City should invest in an FFC emergency band and consider a GPS locator for those who are vulnerable. Additionally, she also received a 3-page long application to complete to serve on an Envision committee, which she felt was outrageous. She believes there are too many questions for public participation and that there shouldn't be any special groups.

Parking:

Richard Price, Coeur d'Alene, said that he believes the City is beating a dead horse with parking, although the new idea is headed in the right direction. He questioned how the revenue source was going to be replaced, as the funds go towards park maintenance, and wondered what

administrative costs will be covered by the fee. Mayor Widmyer noted that the administrative fee will only be for the seasonal permit program and confirmed that there will be a lower revenue to invest in the park.

R-34 Density:

Terry Godbout, Coeur d'Alene, noted that several weeks ago he submitted a letter, on behalf of a larger group, asking for consideration of a moratorium on special use permits for R-34 density, and said he was looking for guidance on how to move it forward. Councilmember Gookin noted that a moratorium has to be something that is a health and public safety concern or something to prevent an imminent danger. He is not sure if they can suspend the special use permit option, but the term "moratorium" has a lot of gravity to it, so he recommended a different avenue.

Roger Smith, Coeur d'Alene, noted that Deanna Goodlander was one of the first to support their group and was in favor of protecting the shoreline. He said that he was upset that there was no response to the letter. He wants a moratorium to stop the R-34 density requests. There are major concerns about traffic, schools, and neighborhood preservation and he believes that the general welfare of the community is a reason to issue a moratorium. He said it is time for the City to slow down. He requested the moratorium be a formal agenda item for a future Planning Commission or City Council meeting.

David Lyons, Coeur d'Alene, said that the moratorium statute authorizes a city to use it when there is imminent peril to health, safety, or welfare. The example of the hillside moratorium was the safety category, but the other categories can also be used. He suggested that the welfare category be used as it is broad and can mean police powers and items in the best interest of the public. He noted that the group is looking to where the discussion should begin.

Ian Smith, Coeur d'Alene, said that he is in support of the request for a moratorium of any request from R-17 to R-34 until the new Comprehensive Plan is approved. He commented that he lives in the Garden District and participated in the appeal of the old Social Security building development and noted that he doesn't believe you can un-ring that bell if a structure that doesn't fit is allowed. He commented that a little time-out would be in order. He noted that there are criteria in the Comp Plan that were not well-defined and the City is making important decision on that basis. He said that there are many lots within the Garden District that are zoned R-17, which he feels is a risk to his neighborhood.

Walter Berns, Coeur d'Alene, said that he is the Vice President of the Garden District Board of Directors and the District Board gives unanimous support to pausing the R-34 special use permit. Additionally, he serves on the County's Historical Perseveration Commission, and said that planning connects progress and preservation. He believes putting the brakes on things makes sense until the Comprehensive Plan is complete.

Faye Sweeny, Coeur d'Alene, said that she supports the request to put off the R-34 density until after the Comprehensive Plan is updated.

Councilmember English said that in his most recent job working with the Area Agency on Aging, he worked with the County emergency management team and they did talk about the most vulnerable population and said there is work going on regarding that group. He commented that the Parking Commission came to a consensus but there were differences of opinion on the issue of revenue sources, and noted that it may be a tax shift, but that is how tradeoffs occur.

Councilmember Gookin said that he understands the concern about R-34 density and he wants to protect neighborhoods; however, the City does not receive a lot of requests and if there is a moratorium, he believes the City will incur people scrambling to get their application in before it occurs. Councilmember Miller asked what the process would be to move the discussion of R-34 forward. City Attorney Mike Gridley said that the Council could place it on a future agenda anytime; however, he noted that there is a process in place that includes a public hearing with the Planning Commission and it can be denied or appealed to the Council, which are the safeguards in place. Mr. Gridley also noted that the moratorium statute does require an that an imminent peril exists, such as a road that slides off a hillside, which is much different than too much traffic or a concern that a large building would be built. He doesn't believe a moratorium would be defensible under the law. The Mayor requested an administrative discussion between the Legal and Planning Departments to determine if they should discuss the item at future Planning Commission meeting.

HEALTH CORRIDOR UPDATE: Presenters were Andy Parks, Founder and President, GEL Oregon; Daniel Baker, North Idaho Transportation Lead, HDR, Inc., and Kaia Nesbitt, Vice President, Development Sector Director HDR; and Ben Weymouth, TO-Engineering.

Mr. Weymouth reiterated that the study area generally described as the area bounded to the North at Appleway, to the South at Davidson Avenue, to the East at Government Way, and the West moving around Northwest Boulevard. Ms. Nesbitt noted that she has been working as the Project Manager and that the team has held several community input meetings and have moved in to the finalization and document creation phase of the project, with the final plan and feasibility study to be completed in September 2019. She reiterated that the project purpose is to create a master plan for a vibrant health-based community development; evaluate economic feasibility of implementing an urban renewal district that delivers community value, complete the study by the fall of 2019, and to create a district by the end of the year. She noted that this was a five-month project and it included public engagement and transparency with the community and stakeholders to include open public meetings, emails, and stakeholder interviews. Ms. Nesbitt noted that redevelopment of the area is important to be proactive in shaping the community, preserve and attract jobs, grow tax base, attract private investment, reduce blight, and accommodate changing market conditions. Some of the barriers with the corridor include obsolete buildings, parcelization, limited road network, bike/ped infrastructure, and few amenities for works or residents. She explained the desire for an integrated health corridor development, which includes a desire for neighborhood stabilization through the retention of residential block structure and improved pedestrian access. Additionally, they would include mobility improvements that include an I-90 overpass, U.S. Highway 95 access points, and the realignment of Ironwood. Ms. Nesbitt discussed the placement of building types ranging from retail to community based, and residential uses. She noted that copies of the final Master Plan will be posted to the ignite cda website at www.ignitecda.org and reiterated that

this would be a long range vision and that it is complex and will require multiple partnerships. Ms. Nesbitt said that there is not one silver bullet fix for the mobility; however, some large moves would include the access points off of the highways and the realignment of Ironwood. Mr. Weymouth explained some details regarding the possible realignment of Ironwood Drive and widening of Lakewood Drive and some traffic calming options for Emma Avenue. Mr. Parks, Founder and President, GEL Oregon, noted his 20-years of financial management and past experience with urban renewal. He said that the economic feasibility will be grounded in reality and has to be responsive to market demands, and the hospital is a key player in the economics as it owns approximately 33% of valuation within the proposed district, and several developers will also be key. It is important to have early project successes. The success will be dependent upon long term public/private collaboration and other dollars involved other than urban renewal funding. Updates will be necessary over time, due to unknowns at this time. What they do know is that developers will develop if they get a good return on their investments. With a framework development there, it will be more consistent and reduce costs to developers and the local government. The Garden Inn site is a key site and can be an early win. The total impact of the plan is \$150 Million and much has to do with parking and transportation-related costs. Financial resources may include housing, retail uses, office spaces and lodging. Mr. Parks reviewed the market demand forecast from 2021 to 2040, and said that the streets aren't currently within a grid system and the plan calls for it to be brought back into a grid system. He noted the following funding options: tax increment, early private sector projects, potential federal and state assistance, large engaged property owner, payment in lieu of taxes, developer contributions, and grants. He believes that with urban renewal it would be a very favorable investment and create a good return on investment.

Councilmember McEvers asked that since it was stated that that 68% of budget is related to parking, would all of it be publicly- funded parking. Mr. Parks said that it would be a flexible item and would be part of the funding strategies for private businesses. Councilmember McEvers said that he loves the idea of straightening Ironwood Drive; however, he is concerned with existing buildings. Ms. Nesbitt said that they evaluated some of the existing frameworks and some buildings are toward the end of their useful life, while others are not. How to navigate that would be determined as they move forward. Councilmember McEvers said that when he looks at the concept, he remembers the Riverstone concept and how the economy tanked and everything changed, so this does not mean it will happen exactly as it is currently planned. Ms. Nesbitt confirmed that this is the input from the community and is intended to really identify the list of projects that would be needed to make something like this happen. Councilmember McEvers asked if the housing in the district is intended for the people who work for the hospital. Ms. Nesbitt explained that it is not intended for just Kootenai Health but, rather, to create a place that benefits the Coeur d'Alene community as a whole. Councilmember Gookin noted that in early discussions there was conversation about property assemblage, and he would like to have a list of those needs in the final report. He noted that the hospital owns 30% of the valuation and questioned if the hospital could pay the payment in lieu of taxes. He also liked that neighborhood stabilization was noted and questioned why it is included in district. Ms. Nesbitt said that they heard from community that there are traffic issues within the neighborhood so there was consideration to include those areas, in addition to being valuable as a neighborhood asset. Councilmember Edinger asked what would occur if there weren't any grants or urban renewal dollars. Mr. Park said that without urban renewal it becomes very challenging and may

not pencil. Councilmember Miller asked if the economic feasibility piece would include data about the number of people working, rather than living, versus those who will be visiting the footprint. Mr. Parks says it does track the number of employees; however, they have not reviewed the data regarding who lives here, but they can look at that. Ms. Nesbitt noted the market demand is based on the analysis of hospital and hotel stay demand, which the plan is attempting to address. Councilmember English said that there are still some big decision points on the plans and that in order for this to happen a key piece is urban renewal but it is by no means a total urban renewal project.

EMPLOYEE BENEFITS TRUST: Greg Helbling, Sr. Benefits Consultant with the Murray Group, provided an update on the City's transition to a self-funded medical insurance program. He noted that at this point the state Department of Insurance is reviewing the plan and actuarial study and then the group will respond to any questions they may have, in hopes of a final approval before November 1, 2019. He reiterated that the purpose of the change to self-funded insurance is to increase cost efficiencies and gave the example of a five-year review where it would have saved \$500,000 a year. He presented a graph of costs and noted potential savings. Mr. Helbling said that the employee associations and union have supported this move and the current trustee appointments include Randy Adams, Vonnie Jensen, Melissa Tosi, Bill Dodd and Brady Reed. He reviewed the process of management of costs and what agencies it would flow through, including that returns on invested funds must remain in the trust. He noted that if there are enough reserves, the City can determine if they would like to reduce monthly premiums or omit a monthly payment.

Councilmember McEvers asked if the Department of Insurance looks at the city's creditworthiness. Mr. Helbling explained that the state does not look at the City's credit; rather, they look at prior claim expenses and that the reserves and premiums are sufficient to cover. Councilmember McEvers asked if there are other cities in the state doing this. Mr. Helbling confirmed there are approximately 15 cities and a statewide school trust that has the majority of school districts in the state of Idaho being self-funded.

ATLAS WATERFRONT PLAN PRESENTATION: Phil Boyd, President, Welch Comer, noted that a bid will be moving forward for the Atlas Waterfront project, as there are certain improvements that must be completed when the water is low, this fall. Additionally, the group continues to move forward with the master plat/PUD, development standards, developer outreach, and ignite cda request for proposals for the sale of individual lots. He reviewed the history of the project and the many public meetings held wherein public participation was sought. Since April they have been working on the design. He reviewed the site drawings and proposed enhancements, clarifying that the bid will include an alternate for the restroom facility/park storage facility/picnic shelter. The main bid includes the water stabilization project that needs to be completed at the low water period. He noted several add alternates for waterfront access and clarified that the only vehicle access will be at Suzanne Road. The bid will include a large number of alternatives. Mr. Boyd noted that the project budget is \$6.2 Million but they are uncertain as to how the bids will come in, so the alternatives provide opportunities to balance the budget against construction costs. Mr. Boyd noted the schedule of awarding the bids and reviewing the packet by ignite for funding.

Mayor Widmyer asked about the groups that discussed the shoreline stabilization. Mr. Boyd says the normal stabilization is rip rap, but that would cause a lot of tree removals. One of the community values was to save as many trees as possible. Early in the design process they brought in a coastal engineer who recommended a rock rip rap, which is more complex to build but allows for the preservation of trees. They have engaged in discussions with the Coeur d'Alene Tribe, Corp of Engineers, Avista, Kootenai Environmental Alliance (KEA) and the Department of Lands to ensure it is done right. The hope is to give those entities a demonstration project that they can point to as a good example. Councilmember McEvers asked if that kind of rip rap would fit into the budget. Mr. Boyd noted that they applied for a grant in the amount of \$250,000 and the current estimate is \$1 Million, so they will be looking at tradeoffs with street designs. Councilmember Miller asked, when bids are open, would the low bid be based on the base bid or with the add alternatives. Mr. Gridley explained that it depends on how the bid specs are written.

COUNCIL ANNOUNCEMENTS:

Councilmember Miller noted that she will be meeting tomorrow with representatives from the State Historical Preservation Society regarding the City being its own designated entity.

Councilmember English asked when the election information will be made public. City Clerk Renata McLeod noted that the election information is located on the city's website at www.cdavid.org/elections and all submitted forms are usually posted within 24 hours. Ms. McLeod noted that the Declarations of Candidacy can be filed between August 26, 2019 and September 6, 2019.

Councilmember Gookin said that he donated copies of his recently published book regarding running for local government offices to the library and they are available for check out. He also attended the art dedication last week and said that he loves the art pieces along the Front Avenue. Last Tuesday he attended the County Commissioner meeting and discussed the black out, as they are responsible for countywide emergency management. The Commissioners will look into the incident. He believes the form to participate in the public committees, such as Envision, shouldn't be limiting. He noted that his announcement to re-run did not accurately reflect his comments, and that he does not believe his fellow elected are corrupt. He clarified that while he does have disagreements amongst the Council, it was not his intent to accuse anyone of being in the pocket of a developer.

Councilmember McEvers said that he was thinking about Deanna Goodlander and remembers when he first got elected and Deanna and Dixie Reid gave him the lecture to read the packet and be prepared for meetings. Deanna spent additional time explaining the roots of the community and its importance and he thinks back to that often in making decisions.

Mayor Widmyer requested the appointment of Bruce Hathaway and Woody McEvers to the CDATV Committee and Jim Chapkis to the ignite cda Board.

MOTION: Motion by Edinger, seconded by Evans, to appoint of Bruce Hathaway and Woody McEvers to the CDATV Committee and Jim Chapkis to the ignite cda Board. **Motion carried.**

The Mayor noted that student representative positions are open and applications are available for students within School District 271 until September 30, 2019. Applications can be found online at: <http://cdaid.org/volunteer> and he encouraged students to apply.

CONSENT CALENDAR: Motion by McEvers, seconded by Gookin, to approve the Consent Calendar.

1. Approval of Council Minutes for the August 6, 2019 Council Meeting.
2. Approval of Bills as Submitted.
3. Approval of Financial Report.
4. Setting of General Services and Public Works Committees meetings for Monday, August 26, 2019 at 12:00 noon and 4:00 p.m. respectively.
5. Setting of a Public Hearings for September 17, 2019:
6. A-4-19 A proposed 0.84-acre annexation from County Ag. Suburban to R-3 zoning district by applicant T.J. Ross; Location: 1905 E. Nettleton Gulch
7. Approval of a Cemetery Lot Transfer from Jean Gilmore to Teresa R. Eldevik; Lot 609, Section C, forest Cemetery Annex. (Riverview)
8. Approval of a Repurchase of a Cemetery Lot from Elvina Doyle for Lot 11, Block 40, Section B of Forest Cemetery.

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

ZC-1-19 A PROPOSED ZONE CHANGE FROM R-3 TO R-17; LOCATION: 1781 W. ALPS STREET; APPLICANT: TAMMI KERR, PURSUANT TO COUNCIL ACTION ON APRIL 16, 2019.

COUNCIL BILL NO. 19-1009

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 ZONING OF THE FOLLOWING DESCRIBED PROPERTY FROM R-3 TO R-17, SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: A +/- 4.96 ACRE PARCEL LOCATED ON THE WEST SIDE OF RAMSEY ROAD ALONG ALPS STREET & SOUTH OF PRAIRIE AVENUE; 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 McEvers, to dispense with the rule and read **Council Bill No. 19-1009** once by title only.

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

MOTION: Motion by Gookin, seconded by Evans, to adopt **Council Bill 19-1009**.

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

ZC-2-19 A PROPOSED ZONE CHANGE FROM MH-8 TO R-17; LOCATION: 601 W. NEIDER AVENUE; APPLICANT: HABITAT FOR HUMANITY OF NORTH IDAHO, INC., PURSUANT TO COUNCIL ACTION ON APRIL 16, 2019.

COUNCIL BILL NO. 19-1010

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 ZONING OF THE FOLLOWING DESCRIBED PROPERTY FROM MH-8 TO R-17, SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: A +/- 0.82 ACRE PARCEL BOUND BY HOWARD STREET AND FRUITLAND LANE, NORTH OF NEIDER AVENUE, COMMONLY KNOWN AS 601 W. NEIDER AVENUE; 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 McEvers, to dispense with the rule and read **Council Bill No. 19-1010** once by title only.

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

MOTION: Motion by Gookin, seconded by McEvers, to adopt **Council Bill 19-1010**.

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

A-2-19 – A PROPOSED +/- 11.74 TWO PARCEL ACRES ANNEXATION FROM COUNTY LIGHT INDUSTRIAL TO CITY C-17; LOCATION: NEAR THE SOUTHWEST CORNER OF THE INTERSECTION OF ATLAS ROAD AND HANLEY AVENUE; APPLICANT: JOHN HERN, PURSUANT TO COUNCIL ACTION ON JUNE 18, 2019.

RESOLUTION NO. 19-033

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING AN ANNEXATION AGREEMENT WITH JOHN HERN FOR THAT PORTION OF REAL PROPERTY NEAR THE SOUTHWEST CORNER OF THE INTERSECTION OF ATLAS ROAD AND HANLEY AVENUE, MORE PARTICULARLY DESCRIBED IN THE AGREEMENT.

MOTION: Motion by McEvers, seconded by Edinger to approve **Resolution No. 19-033**, Annexation Agreement with John Hern for the annexation of +/- 11.74 acre located near the southwest corner of the intersection of Atlas Road and Hanley Avenue; zoning from County Light Industrial to City C-17 zoning district.

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

COUNCIL BILL NO. 19-1011

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 33, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

MOTION: Motion by McEvers, seconded by Edinger, to dispense with the rule and read **Council Bill No. 19-1011** once by title only.

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

MOTION: Motion by McEvers, seconded by Evans, to adopt **Council Bill 19-1011**.

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

O-1-19 - ORDINANCE APPROVING AMENDMENTS TO MUNICIPAL CODE SECTIONS 17.06.630, 17.06.635, 17.06.640, 17.06.650, 17.06.660, AND 17.06.670 REGARDING ACCESSORY DWELLING UNITS.

STAFF REPORT: Associate Planner Mike Behary explained that in 2007 the City first adopted zoning code language that allowed accessory dwelling units (ADU's) within the city. Since that time city staff has become aware of some of the issues relating to the existing ADU code, including a restriction on homeowners and builders building an ADU above a garage. The primary reason for bringing forward the proposed code changes is to allow ADU's above garages. He noted several workshops and Planning Commission meetings over the past eight months. The purpose of the proposed ADU code amendments is to primarily address the code issue of the height restriction that did not allow for accessory dwelling units above garages in the rear yard. The ADU/ Infill Housing Committee and staff also agreed that there should be a side and rear yard "second story step back" for detached ADU's in order to provide air space and light between properties. The proposed ADU code amendments address these issues along with others items, such as Lot Coverage, size of ADU, Design Standards, allowing existing garages to be converted to an ADU, and side and rear setback requirements. The proposed code allows up to a 24' height for units above a garage. He noted that owner occupancy was reviewed and is

only required in the case of a short-term rental. They removed the design standards for unattached units but would have standards for attached units. The committee did feel it was important to have an impervious surface requirement for the ADU code. The purpose of the revisions to the Zoning Code are to ensure health, safety, and welfare of the public and property owners in the City of Coeur d'Alene, while protecting property rights. Staff and the Planning Commission recommend to City Council that the proposed code amendments regarding accessory dwelling units be adopted.

DISCUSSION: Councilmember McEvers said that he felt there was a lot of effort put into the proposal and it seems like a good compromise. Mr. Behary noted that the workshops were held to discuss the items and some workshops just focused on one item in order to best determine a solution. Councilmember McEvers noted that the impervious surface requirement will help to keep water and snow run off onto each parcel. Mr. Behary noted that it also provides for some green space on each lot. Councilmember Gookin asked about projections and accesses off the roof. Mr. Behary clarified that those are not allowed. Councilmember Gookin questioned the impervious surface requirement on small lots. Mr. Behary noted that the example used is a building that uses the full extent of what is allowed and it could still meet the impervious surface requirement. Councilmember Evans thanked the committee members and staff for their time and energy on the codes. Councilmember McEvers also expressed his gratitude to the team.

COUNCIL BILL NO. 19-1012

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF THE FOLLOWING SECTIONS OF THE COEUR D'ALENE MUNICIPAL CODE: 17.06.630, 17.06.635, 17.06.640, 17.06.650, 17.06.660, AND 17.06.670; 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.

MOTION: Motion by McEvers, seconded by Edinger, to dispense with the rule and read **Council Bill No. 19-1012** once by title only.

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

MOTION: Motion by McEvers, seconded by Evans, to adopt **Council Bill 19-1012**.

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

PROPOSED AMENDMENT TO FISCAL YEAR 2018-2019 BUDGET AND SCHEDULING A PUBLIC HEARING FOR SEPTEMBER 17, 2019.

STAFF REPORT: Comptroller Vonnie Jensen presented the budget amendments for fiscal year 2018-2019, noting that state code allows council to amend a budget for unanticipated revenues and expenses totaling \$4.9 Million. She noted the additional general fund expenses to include

such items as grants, project carryovers, purchase of east Sherman property, loader rentals, legal claims, loader leases, Atlas Waterfront project, street projects, sanitation fund, parks capital improvements, and parking fund project carryover. Unanticipated expenses will be funded through additional unexpected revenues, designated fund balance, and undesignated fund balance. She reviewed the percentage of revenue maintained within the unassigned fund balance over the years.

DISCUSSION: Councilmember Gookin asked how the transfer of funds would work when the city Insurance Trust fund is enacted. Ms. Jensen explained that it would transfer out of city funds into its own trust fund. Councilmember English asked if the employee separation expenses were done through an amendment each year. Ms. Jensen noted that it is generally done that way, as the City doesn't always know when a person will separate or how much needs to be paid out. Sometimes positions are slow to fill and a department can cover the costs through those savings. Mayor Widmyer clarified that the Memorial Grandstand costs will be reimbursed through ignite funds.

RESOLUTION NO. 19-034

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ESTABLISHING NOTICE OF THE TIME AND PLACE FOR A PUBLIC HEARING ON THE PROPOSED AMENDED BUDGET FOR FISCAL YEAR 2018-2019, INCLUDING PROPOSED EXPENDITURES BY FUND AND/OR DEPARTMENT, AND A 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 ENSUING FISCAL YEAR, AND PROVIDING FOR PUBLICATION OF THE SAME.

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the following be and the same is hereby adopted as an Amended Estimate of Expenditures and Anticipated Revenue of the City of Coeur d'Alene for the fiscal year beginning October 1, 2018:

	FY 2018-19 BUDGET	FY 2018-19 AMENDED BUDGET
GENERAL FUND EXPENDITURES:		
Mayor and Council	\$ 264,838	\$ 264,838
Administration	320,169	320,169
Finance Department	1,182,771	1,182,771
Municipal Services	1,881,130	1,881,130
Human Resources	387,110	387,110
Legal Department	1,231,937	1,264,125
Planning Department	727,982	727,982
Building Maintenance	552,832	552,832
Police Department	14,557,464	14,753,084
Drug Task Force	100,000	100,000
Police Dept Grants	115,292	208,293
Fire Department	10,047,296	10,150,364
General Government	86,850	535,795
Streets and Engineering	4,926,544	5,736,463
Parks Department	2,301,573	2,301,573
Recreation Department	762,423	769,358
Building Inspection	960,120	979,120
TOTAL GENERAL FUND EXPENDITURES:	<u>\$ 40,406,331</u>	<u>\$ 42,115,007</u>

	FY 2018-19 BUDGET	FY 2018-19 AMENDED BUDGET
SPECIAL REVENUE FUND EXPENDITURES:		
Library Fund	\$ 1,724,388	\$ 1,738,388
Community Development Block Grant	408,854	408,854
Impact Fee Fund	521,500	521,500
Parks Capital Improvements	131,500	1,804,500
Annexation Fee Fund	286,000	286,000
Cemetery Fund	389,955	389,955
Cemetery Perpetual Care Fund	207,000	207,000
Jewett House	30,955	30,955
Reforestation/Street Trees/Community Canopy	110,000	110,000
Public Art Funds	348,500	348,500
TOTAL SPECIAL FUNDS:	<u>\$ 4,158,652</u>	<u>\$5,845,652</u>
ENTERPRISE FUND EXPENDITURES:		
Street Lighting Fund	\$ 650,050	\$ 699,450
Water Fund	12,197,334	12,197,334
Wastewater Fund	19,759,659	19,759,659
Water Cap Fee Fund	1,700,000	1,700,000
WWTP Cap Fees Fund	1,000,000	1,000,000
Sanitation Fund	4,154,083	4,239,083
City Parking Fund	289,880	757,980
Drainage	1,799,624	1,799,624
TOTAL ENTERPRISE EXPENDITURES:	<u>\$ 41,550,630</u>	<u>\$42,153,130</u>
FIDUCIARY FUNDS:	\$ 2,961,960	\$ 2,961,960
CAPITAL PROJECTS FUNDS:	731,000	1,644,631
DEBT SERVICE FUNDS:	876,931	876,931
GRAND TOTAL OF ALL EXPENDITURES:	<u><u>\$ 90,685,504</u></u>	<u><u>\$95,597,311</u></u>
ESTIMATED REVENUES:		
Property Taxes:		
General Levy	\$ 19,906,067	\$ 19,906,067
Library Levy	1,689,288	1,689,288
Fireman's Retirement Fund Levy	250,000	250,000
2006 and 2008 G.O. Bond Levy	876,931	876,931
TOTAL REVENUE FROM PROPERTY TAXES:	<u><u>\$ 22,722,286</u></u>	<u><u>\$ 22,722,286</u></u>

	FY 2018-19 BUDGET	FY 2018-19 AMENDED BUDGET
ESTIMATED OTHER REVENUES:		
Interfund Transfers	\$ 6,294,930	\$ 6,014,930
Beginning Balance	23,418,751	24,992,137
Other Revenue:		
General Fund	16,964,034	18,129,135
Library Fund	35,100	49,100
Community Development Block Grant	408,854	408,854
Parks Capital Improvement Fund	164,000	1,532,320
Insurance/Risk Management		
Cemetery	187,000	187,000
Annexation Fee Fund	1,000	1,000
Impact Fee Fund	870,000	870,000
Cemetery Perpetual Care Fund	20,000	20,000
Jewett House	16,000	16,000
Reforestation	3,000	3,000
Street Trees	84,250	84,250
Community Canopy	2,000	2,000
Arts Commission		
Public Art Funds	104,000	104,000
Street Lighting Fund	558,152	569,652
Water Fund	7,891,619	7,891,619
Wastewater Fund	14,930,251	14,930,251
Water Capitalization Fees	1,000,000	1,000,000
WWTP Capitalization Fees	1,360,000	1,360,000
Sanitation Fund	4,211,000	4,296,000
City Parking Fund	496,566	666,566
Drainage	1,032,088	1,032,088
Fiduciary Funds	2,728,500	2,728,500
Capital Projects Fund	142,500	947,000
Debt Service Fund		
TOTAL REVENUE OTHER THAN PROPERTY TAXES:	\$ 82,923,595	\$ 87,835,402
SUMMARY:		
PROPERTY TAXES	\$ 22,722,286	\$ 22,722,286
OTHER THAN PROPERTY TAXES	82,923,595	87,835,402
TOTAL ESTIMATED REVENUES	\$ 105,645,881	\$ 110,557,688

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 26, 2019, and September 2, 2019.

BE IT FURTHER RESOLVED that a Public Hearing on the Budget be held on the 17th day of September, 2019, at the hour of 6:00 o'clock p.m. on said day, at which time any interested person may appear and show cause, if any he has, why the proposed amended Budget should or should not be adopted.

MOTION: Motion by Gookin, seconded by Edinger to approve **Resolution No. 19-034**, approving the Proposed amendment to Fiscal Year 2018-2019 budget and scheduling a public hearing for September 17, 2019.

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

RESOLUTION NO. 19-035

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING CHANGE ORDER NO. 2 TO THE AGREEMENT WITH POWER CITY ELECTRIC, INC., FOR THE COLLECTION SYSTEM TELEMETRY UPGRADES, INCREASING THE CONTRACT AMOUNT BY \$22,960.77.

STAFF REPORT: Wastewater Superintendent Mike Anderson explained that the telemetry system monitors 11 lift stations throughout the city through computers and radio transmissions. The original contract total was \$134,405. Change Order #1 was approved for \$34,250 to change out the PLC computer to work with system. Change Order #2 will add \$22,960.77 to the contract for a total of \$191,615.77. This project is funded as a portion of a multi-year SCADA upgrade project that budgeted \$215,000 for 2018 and \$200,000 in 2019.

DISCUSSION: Councilmember McEvers asked if the system can tell when pumps go on and off. Mr. Anderson confirmed that is one of the purposes of the system, and noted that it can also tell how many amps it pulls. Councilmember McEvers asked if the plant had any problems with the recent power outage. Mr. Anderson noted that they have two power feeds into the plant at two different locations, with the intention that when one goes out it would switch to the other. However, this did not occur, so the system called out an operator to let them know that some equipment did not switch over.

MOTION: Motion by McEvers, seconded by English, to approve **Resolution No. 19-035**, approving Change Order #2, with Power City Electric, for Collection System Telemetry Upgrade.

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

RESOLUTION NO. 19-036

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AMENDMENT NO. 3 TO THE AGREEMENT WITH HDR ENGINEERING FOR THE TERTIARY TREATMENT PHASE 2 IMPROVEMENTS.

STAFF REPORT: Mr. Anderson explained that the City entered into an agreement with HDR Engineering for the design and engineering of the tertiary treatment Phase 2 improvements. This requested amendment will provide for additional field services including field observations and materials testing/special inspections. Amendment No. 3 will be billed on the same basis as the original Agreement with an estimated additional cost of \$139,750 for additional field observations of other improvements needed. Funding for the amendment will come from the current FY 2018-2019 City of Coeur D'Alene Wastewater Operating Fund budget. Funds have been budgeted and are available.

DISCUSSION: Councilmember McEvers asked if this is the end of the project. Mr. Anderson noted that this is the end of the engineering of the project and they will be able to move forward with the bid now.

MOTION: Motion by McEvers, seconded by Evans, to approve **Resolution No. 19-036**, approving Amendment No. 3 to Professional Services Agreement with HDR Engineering, Inc. for Tertiary Treatment Phase 2 Improvements.

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

MODIFICATIONS TO THE PUBLIC PARKING PROGRAM

STAFF REPORT: City Administrator Troy Tymesen explained that the Parking Commission reviewed and recommended approval of four parking programs. The first recommendation was to institute an annual pass program for Coeur d'Alene city residents to use the McEuen and Memorial Field public parking lots for up to two-hours per day per vehicle for \$10 per year per vehicle, with verification of residency to be required and it is recommended that there be no prorations for the annual pass fee. They would propose an effective date of January 1, 2020. Secondly, they would recommend the institution of an annual pass program for Kootenai County residents for the same lots with the same criteria with a cost of \$20 per year per vehicle. The third recommendation is to modify the event parking days to the 4th of July only, which helps pay for the annual fireworks display. Previous event parking days would be charged at the normal published rates. The fourth recommendation was to direct staff to proceed with a Request for Proposal (RFP) for parking services management for the City lots, garages and mooring slips. It is anticipated that the RFP will take two months to complete. It is further anticipated that the change to event parking will reduce revenue by approximately \$5,000 - \$10,000 per year and the reduction in revenue for the addition of the 2-hour pass program is undetermined. However, the amount collected will be greater than the 2018 parking fund gross income figure because the 2-hour parking pass applies to local residents only.

DISCUSSION: Councilmember McEvers asked if the permit could be made available before the first of the year. Mr. Tymesen noted that there are a number of details that need to be worked through. The first item to accomplish is the RFP process and the acquisition of technology needed for license plate recognition. The Mayor reviewed the timeline needed for the RFP and said there is the potential for a new parking management firm. Councilmember English noted that a constituent had a concern about the boat parking and the inability to put cash into a box for

parking, as you now have to use a phone and/or credit card. Mr. Tymesen said that the pay box went away, as the idea is to have less cash that is a liquid liability, and noted that they are looking at back up options. Councilmember Gookin said that the change in event parking will reduce revenue, and questioned if it is offset by the increase in parking rates. Mayor Widmyer said that he calculated it out, and found that the 2018 projected revenues will be exceeded and can offset the loss for 2019. Councilmember Gookin asked how the annual pass fee was determined. Mayor Widmyer explained that it was a nominal fee to cover some administrative costs and how many hours and how many people will sign up for it is unknown, but it probably will not cover all of the costs. Councilmember Gookin asked why Independence Point as not included in the pass. Mayor Widmyer noted that Independence Point has historically been a fee per hour lot and there is a 15-minute parking spot alongside of the Museum. Councilmember Miller said that parking has been evolving since 1942 and this proposal may not be the final answer to all the parking concerns. She noted that she believes the inconsistencies are going to be a challenge in the RFP's. She also expressed concern with the expensive parking study already completed and that this action goes against the recommendation that as the downtown gets busier the City should move to a fully paid system. Councilmember Miller said that the Parking Commission has done a lot of work modifying how things work, and she feels that the City could have done a better job of informing the public, and needs to hire a communication person, as there has been a lot of misinformation spread through a Facebook group.

MOTION: Motion by Edinger, seconded by English to direct staff to move forward with modifications to the public parking program. **Motion Carried.**

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

The meeting adjourned at 9:02 p.m.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

GENERAL SERVICES COMMITTEE
MINUTES
Monday, August 26, 2019
12:00 p.m., Library Community Room

COMMITTEE MEMBERS

Councilmember Ron Edinger, Chairperson [ABSENT]
Councilmember Dan Gookin, acting Chairperson
Councilmember Amy Evans

STAFF

Juanita Knight, Senior Legal Assistant
Bill Greenwood, Parks & Recreation Director
Troy Tymesen, City Administrator
Chris Bosley, City Engineer
Mike Gridley, City Attorney

CITIZENS

Doug Eastwood
Jon Mueller

***THE FOLLOWING ITEMS ARE ACTION ITEMS:

Item 1. Approval of Memorandum of Understanding with the Centennial Trail Foundation for the “Midway” landscape improvements at Riverstone Park.
(AGENDA)

Bill Greenwood, Parks & Recreation Director, is requesting Council approve a Memorandum of Understanding (MOU) with the Centennial Trail Foundation for the “Midway” landscape improvements at Riverstone Park. Mr. Greenwood noted in his staff report that Riverstone was established in 2007 with a land donation from SRM Development and financial assistance from Ignite CDA. The park is owned and maintained by the City, and the pond is owned and maintained by the Riverstone Master Association. After the completion of Riverstone Park and the installation of the Prairie Trail, we began to consider some enhancements in this area along the trail that included additional parking for Riverstone Park and a “greenbelt” between the trail and the park entrance. This proposed Midway plan accomplishes what we had envisioned some years ago and this concept will help with addition parking needs and create a much more inviting entrance to the park. All funds for this the “Midway” landscape enhancement along the trail near Riverstone Park will be provided by the Centennial Trail Foundation. There will be no cost to the City for the design and installation of this enhancement to Riverstone Park. Once the Midway is completed, the Parks Department will maintain this new portion of the park.

Councilmember Evans asked how many parking stalls will be proposed. Mr. Jon Mueller said between 36 and 38.

MOTION: by Evans, seconded by Gookin, to recommend that Council approve a Memorandum of Understanding with the Centennial Trail Foundation for the “Midway” landscape improvements at Riverstone Park. Motion Carried.

Item 2. Approval of revisions to Sidewalk Policy and Guideline.
(Consent Cal)

Chris Bosley, City Engineer, is requesting Council approval of a revised sidewalk policy and guidelines. Mr. Bosley noted in his staff report that the City’s policy and guidelines for sidewalks includes our ADA Hazard

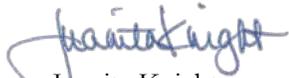
Abatement program, building permit thresholds for installation of sidewalks, and our sidewalk replacement reimbursement program. It has been several years since the policy was last updated. In that time, the cost of construction has substantially increased, making the reimbursement amount a less effective incentive. To encourage property owners to replace broken, cracked, and heaved sidewalks, the revised policy would offer a slightly larger incentive to those property owners. The revised policy also clears up discrepancies regarding driveway approaches, requiring them to be ADA compliant, and changes to the building permit value threshold to match City Code. The additional incentive amounts provided to property owners for repairing sidewalks is minor. The benefits to the community for repaired sidewalks are valuable.

Councilmember Evans asked how much has been budgeted for this and how much has been utilized/reimbursed. Mr. Tymesen said the line item for this is in the Streets and Engineering Financial plan. Historically, staff has budgeted rather conservatively at \$3,000. In 2018 \$14,390 was reimbursed, in 2017 \$6,000 was reimbursed, and in 2016 \$7,000 was reimbursed. The Street and Engineering budget is 4.9 million dollars and generally there are savings so we don't have to amend the budget for going over on this line item.

MOTION: by Evans, seconded by Gookin, to recommend that Council approve the revisions to the Sidewalk Policy and Guidelines. Motion Carried.

The meeting adjourned at 12:13 p.m.

Respectfully submitted,



Juanita Knight
General Services Committee Liaison



OUTDOOR EATING FACILITY ENCROACHMENT APPLICATION

Valid March 17 - Nov 1 Annually

New applications or renewals with changes will be submitted to City Council for approval. The application must be received in the Customer Service Center a minimum of seven (7) days prior to a City Council meeting (first and third Tuesday of each month). Payments are due with the application.

Name of Eating Establishment: The Crown & Thistle

Applicant's Name: Benjamin Drake Phone Number: 208.818.6754

Contact Person: "Same" Phone Number: "same"

Cell Phone: 208.818.6754 Email: benjamin@crowndthistlepub.com

Mailing Address: 107 N 4th St City/State/Zip: Coeur d'Alene, ID 83814

Physical Address: Same City/State/Zip: Same

Application New Renewal

Change in ownership or type of use? No Yes _____
Please specify

Do you hold a current State of Idaho, Kootenai County, and City of CDA alcohol license? No Yes
BEER & WINE

If yes, on your State of Idaho alcohol license, do you have a restaurant designation? No Yes

Is anyone under the age of 21 allowed in the area inside your establishment where alcohol is served? No Yes

Please supply a copy of your current menu.

What hours is the full menu available? Start 11:00 am End 11:00

What days is the full menu available? M/Tu/W/Th/Fr/Sa/Sun - all days

Please supply a proposed site/seating plan, which is subject to approval and includes the following:

Show table sizes and chair placement, distance from building (side street 24" tables maximum)

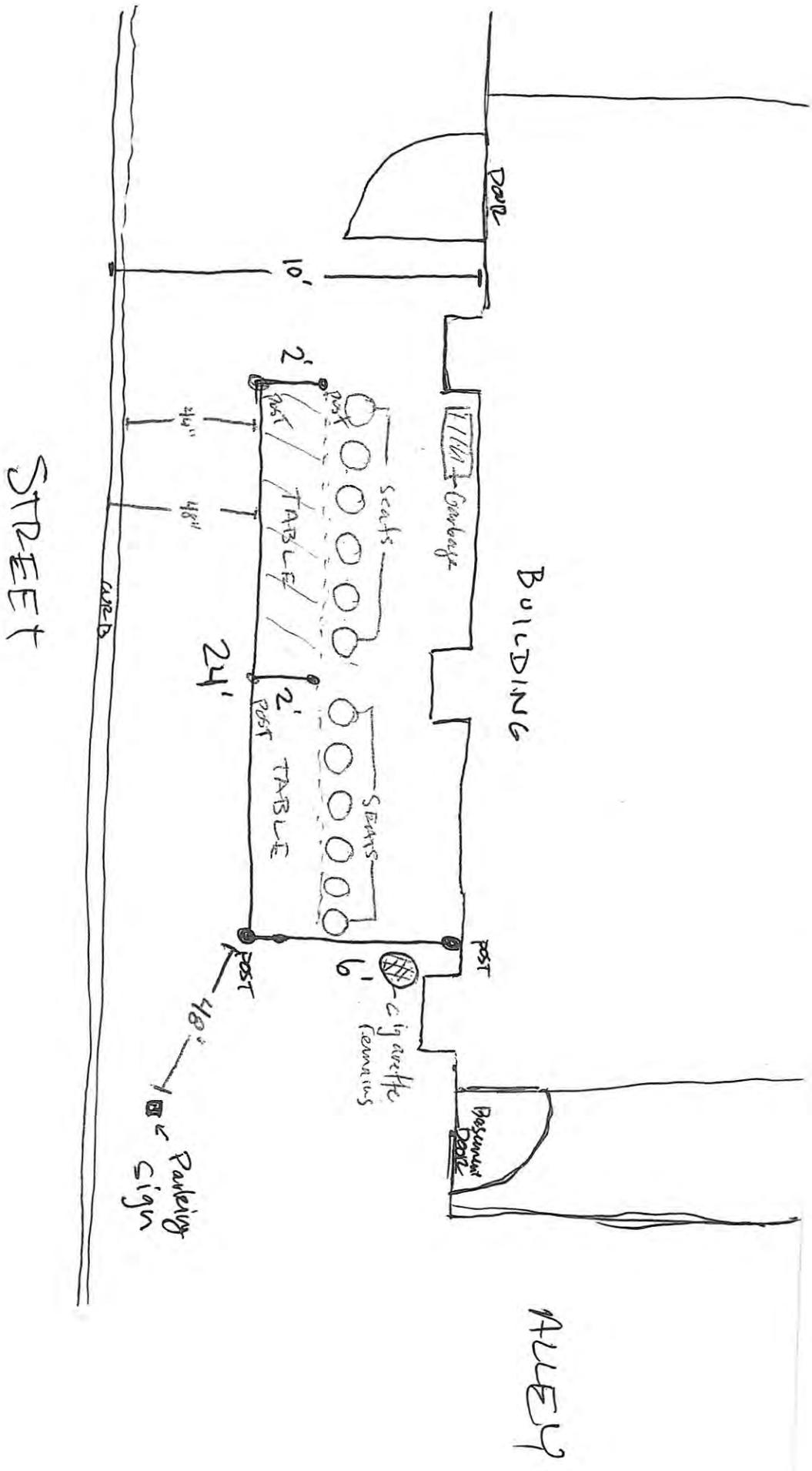
Show distance to any tree, grate, bench, light post, bicycle rack, news rack, etc.

10' What is width of sidewalk from property line to curb?

Please show location of refuse receptacle and disposal of cigarette remains

Insurance: Please supply copy of liability insurance naming City as additional insured (\$1,000,000)

Signed encroachment application



RESOLUTION NO. 19-037

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING REVISIONS TO THE CITY'S SIDEWALK POLICIES AND GUIDELINES.

WHEREAS, a Sidewalk Curb Ramp - Accessibility Policy was adopted by City Council on February 7, 2006, per Resolution No. 06-010; and

WHEREAS, Guidelines for Sidewalk Removal was adopted by the City Council on March 20, 2007, per Resolution No. 07-026, to comply with the City's Accessibility Policy; and

WHEREAS, the Sidewalk Curb Ramp - Accessibility policy was amended by City Council on September 16, 2008, per Resolution No. 08-050; and

WHEREAS, the City Engineer is proposing additional revisions to the Sidewalk & Curb Ramp – Accessibility Policy and Guidelines for Sidewalk Removal, and the same were discussed at the General Services Committee meeting August 26, 2019; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that such policies be amended;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the policies attached hereto as Exhibit "A" be and are hereby amended as presented.

DATED this 3rd day of September, 2019.

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 MCEVERS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER ENGLISH Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

**GENERAL SERVICES COMMITTEE
STAFF REPORT**

DATE: August 26, 2019
FROM: Chris Bosley – City Engineer
SUBJECT: Sidewalk Policy Revisions

=====

DECISION POINT:

Staff is requesting approval of a revised sidewalk policy and guidelines.

HISTORY:

The City’s policy and guidelines for sidewalks includes our ADA Hazard Abatement program, building permit thresholds for installation of sidewalks, and our sidewalk replacement reimbursement program. It has been several years since the policy was last updated. In that time, the cost of construction has substantially increased, making the reimbursement amount a less effective incentive. To encourage property owners to replace broken, cracked, and heaved sidewalks, the revised policy would offer a slightly larger incentive to those property owners. The revised policy also clears up discrepancies regarding driveway approaches, requiring them to be ADA compliant, and changes to the building permit value threshold to match City Code.

FINANCIAL ANALYSIS:

The additional incentive amounts provided to property owners for repairing sidewalks is minor. The benefits to the community for repaired sidewalks are valuable.

DECISION POINT/RECOMMENDATION:

Staff recommends that Council approve the revised sidewalk policy and guidelines.

SIDEWALK & CURB RAMP – ACCESSIBILITY POLICY (REVISED)

BACKGROUND: In response to the Americans with Disabilities Act (ADA), the City of Coeur d’Alene is mandated to provide accessible pedestrian routes within the City. Surveys of the City’s sidewalk system reveal many sidewalks that are either in a deteriorated condition or out of compliance with ADA standards. Safe and accessible sidewalks not only enable the City to meet ADA mandates, but they provide a community benefit to all citizens. The following sidewalk action plan is designed to attain ADA compliance and provide safe pedestrian travel:

1. Continued enforcement – Regarding sidewalks, the Municipal Code remains unchanged, and states that the sidewalk abutting a property is the property owner’s responsibility. Therefore, the city’s code enforcement processes will continue to be utilized as an enforcement/maintenance mechanism in situations where complaints arise over a non-compliant section of sidewalk that is not identified in the City’s annual work plan under the ADA Hazard Abatement Account identified below.
2. ADA Hazard Abatement Account – This account will fund repairs for ADA sidewalk deficiencies that are included in a 5 Year Priority Plan that will be updated and approved by the City Council on a yearly basis. The ADA Hazard Abatement Account is expected to fund an average annual scope of work of approximately 5,000 lineal feet of sidewalk repairs per year. Work will be accomplished by the Street Maintenance Department with some field support from the Parks Department along with some contracted tree services. This account will begin at \$200,000/year and ~~would~~should be adjusted annually for inflation.
3. Curb ramps – In conjunction with sidewalk improvements, the City will include the installation/repair of curb ramps. Since sidewalks and curb ramps provide a benefit to the entire community, they have been funded out of the City’s General Fund.
4. Development projects - per ordinance 12.28.210 (C), sidewalk ~~repairs and improvements~~installation may~~will~~ be required as triggered by a building permit greater than ~~\$1530,000~~\$1530,000 (or current permit trigger value if ~~\$1530,000~~\$1530,000 is increased by ordinance). Sidewalk repairs and/or improvements are required with all building permits regardless of value. Funding and execution of these improvements and repairs remains the responsibility of the abutting property owner. Similarly, sidewalks for new subdivisions will continue to be the responsibility of the developer.
5. Prioritization – the City will gather citizen input such as through the Ped/Bike Committee or other similar forum to help establish a systematic prioritization that ensures an effective compliance schedule and the greatest return on resource expenditure. In the past, City policy was to prioritize ADA accessibility to those streets being overlaid. Going forward, this policy change would prioritize ADA accessibility work in a geographic area first focused on civic areas, then commercial areas, followed by residential.

The following policy clearly states the City’s method of accessibility compliance for public rights-of-way.

POLICY
ACCESSIBILITY FOR PUBLIC RIGHTS-OF-WAY

SIDEWALKS/CURB RAMPS: ADA Hazard Abatement Account – sidewalk repair and curb ramp installation, other than those triggered by building permit and subdivision ordinances or claims, shall be funded out an ADA Hazard Abatement Account and accomplished by the Street Maintenance Department with some field support from the Parks Department along with some contracted tree services. ~~Non-compliant driveway approaches will remain the responsibility of the abutting property owner.~~ [CWB1] This account would be increased annually to keep pace with inflation. This work shall be prioritized by geographic area, first focused on civic areas, then commercial areas, followed by residential.

WATER, SEWER, AND STORMWATER INSTALLATIONS: Whenever a full-width street alteration (generally work greater than one block of curb to curb street removal/replacement) occurs on a street with existing sidewalks ~~due to the replacement of a water line, sewer line, or stormwater line~~ as a result of a City utility project, the Utility shall install curb ramps along the route of the pipeline and bring abutting sidewalks into ADA compliance.

SPECIAL REQUESTS AND SIDEWALK COMPLAINTS: Requests for installation of curb ramps, outside of the approved annual work plan, will be evaluated on a case by case basis. The City may install curb ramps in response to a special request from a citizen with a demonstrated need and evaluation by the City’s ADA Compliance Officer. Complaints received regarding non-complaint sidewalks will be addressed in accordance with City Code. The adjacent property owners are responsible to mitigate any non-compliant sidewalks.

LOCAL IMPROVEMENT DISTRICT (LID)/STREET RECONSTRUCTION/BUSINESS IMPROVEMENT DISTRICT (BID). When considered as an integral part of a Local Improvement District or street reconstruction project, sidewalk improvements shall remain the responsibility of the abutting property owner. Similarly, this policy does not change sidewalk responsibilities agreed to under a BID agreement.

SIDEWALK INCENTIVE PROGRAM. The City of Coeur d’Alene will reimburse documented residential property owner expenditures for sidewalk removal and replacement, including City encroachment permit fees, at ~~\$20-26~~ per lineal foot of sidewalk replaced up to a maximum of ~~\$500-650~~ per property per year. Expenditures are eligible for reimbursement provided they meet the following conditions.

- An application for reimbursement is completed and an encroachment permit is obtained. A satisfactory final approval by the City must be obtained.
- The property is residential (single family, duplex, or multi-family).
- The sidewalk replaced must meet the City’s replacement guidelines. This must be verified by the City prior to submittal for reimbursement.
- The work was not required as a condition of issuance of a building permit or any other discretionary approval by the City.

Reimbursement will be made on a first-come first-served basis. The City Council will establish the annual budget for the reimbursement account. Once the funds are expended, eligible requests will be placed on waiting list for the next budget year or until additional funds become available.

POLICY

POLICY: GUIDELINES FOR SIDEWALK REMOVAL AND RECONSTRUCTION

PURPOSE: TO ESTABLISH GUIDELINES GOVERNING THE REMOVAL AND RECONSTRUCTION OF SIDEWALK FOR ACCESSIBILITY COMPLIANCE

Problem Statement: Because of the variety of defects and variety of ways to reconstruct sidewalks, guidelines are necessary to provide Council direction on ~~allowable limits~~ [accessibility allowances](#). These guidelines are used by staff to evaluate acceptable limits for removals and for replacement strategies. Because they are guidelines, staff may use some discretion on a case by case basis to implement the most effective solution while following the intent and preserving the integrity of the accessibility requirements.

Policy: The attached guidelines are adopted for the removal and replacement of existing sidewalks, when removal and replacement is required to comply with the Cities Accessibility Policy.

GUIDELEINES FOR SIDEWALK REMOVAL

General Requirements:

Single sidewalk panels that are bordered on either side by defective panels shall be removed with the defective panels.

Type of Defect	Replace When;
1. Uneven surface	Offset > ½” Grind @ 2:1 when offset < ½”
2. Transverse or longitudinal cracks	Crack width > ¼”
3. Spalled Surface	Spalling covers > 25% of panel area
4. Deteriorated joints	Joints are spalled, eroded, or wider than ¾”
5. Drainage	Significant ponding on surface
6. Adverse cross slope	Significant ponding on surface or abutting grade
7. Patching	Any asphalt or concrete patching
8. Spider cracks	Cracking covers > 50% of panel area
9. Excessive cross slope	Cross slope exceeds 5 2%
10. Excessive longitudinal slope	Longitudinal slope is above or below adjacent curb slope by more than 5%
11. Longitudinal grade breaks (no offset)	Grade break > 13% between adjacent panels

Criteria	Design guideline
Vertical and Horizontal limits	<ul style="list-style-type: none"> • Sidewalk construction shall conform to the approved City standard drawings. • Sidewalks shall follow the grade and alignment of adjacent curbs • Sidewalk shall be reconstructed within the existing right-of-way <u>or easement</u>.
Width	<ul style="list-style-type: none"> • Sidewalk width shall conform to the approved City standards. Where existing sidewalks deviate from the City standard, they shall match the existing sidewalk width but in no case shall they be less than 4' wide.
<p>Deviation to accommodate tree roots. These deviations are applicable only when the Urban Forester determines that tree roots cannot be removed without damaging the tree, and tree removal has not been approved by the Council. These deviations shall apply only where sidewalk is setback at least 5' from the adjacent curb. Deviations for sidewalks set back less than 5' shall be addressed on a case by case basis but in <u>no</u> case shall the maximum values be exceeded.</p>	<ul style="list-style-type: none"> • Elevation shall not exceed <u>58"</u> above the adjacent curb grade nor shall it be below the adjacent curb grade. • Longitudinal grade shall not exceed <u>1:20</u> <u>1:12</u> (<u>58.3%</u>) from the plane of the adjacent curb. • Elevation change shall not exceed <u>58"</u> from adjacent curb grade within any 50 consecutive feet. • Horizontal alignment shall not deviate more than <u>1:10</u> <u>1:2.5</u> from the adjacent curb alignment. • Sidewalks may be "arced" around tree trunks but width shall not be less than 4' • In cases where the existing right-of-way is insufficient to allow enough horizontal deviation to accommodate existing tree roots, the Council may approve the grant of an additional easement by the property owner, with their consent and at their sole expense.

OTHER BUSINESS

**GENERAL SERVICES
STAFF REPORT**

Date: August 26, 2019
From: Bill Greenwood Parks & Recreation Director
SUBJECT: MOU with Centennial Trail Foundation

DECISION POINT: Should City Council approve the Memorandum of Understanding (MOU) with the Centennial Trail Foundation for the “Midway” landscape improvements at Riverstone Park?

HISTORY: Riverstone was established in 2007 with a land donation from SRM Development and financial assistance from Ignite CDA. The park is owned and maintained by the City, and the pond is owned and maintained by the Riverstone Master Association.

FINANCIAL ANALYSIS: All funds for this the “Midway” landscape enhancement along the trail near Riverstone Park will be provided by the Centennial Trail Foundation. There will be no cost to the City for the design and installation of this enhancement to Riverstone Park. Once the Midway is completed, the Parks Department will maintain this new portion of the park.

PERFORMANCE ANALYSIS:

After the completion of Riverstone Park and the installation of the Prairie Trail, we began to consider some enhancements in this area along the trail that included additional parking for Riverstone Park and a “greenbelt” between the trail and the park entrance. This proposed Midway plan accomplishes what we had envisioned some years ago and this concept will help with addition parking needs and create a much more inviting entrance to the park.

DECISION POINT / RECOMMENDATION:

Authorize the Memorandum of Understanding (MOU) with the Centennial Trail Foundation for the “Midway” landscape improvements at Riverstone Park.

RESOLUTION NO. 19-1038

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A MEMORANDUM OF AGREEMENT FOR USE OF CITY PROPERTY WITH THE NORTH IDAHO CENTENNIAL TRAIL FOUNDATION FOR THE TRANSCONTINENTAL RAILROAD MEMORIAL AND RELATED IMPROVEMENTS AT RIVERSTONE PARK.

WHEREAS, the Parks and Recreations Director of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into Memorandum of Agreement for use of City property with the North Idaho Centennial Trail Foundation for the Transcontinental Railroad Memorial and related improvements at Riverstone Park, pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a Memorandum of Agreement for use of City property with the North Idaho Centennial Trail Foundation for the Transcontinental Railroad Memorial and related improvements at Riverstone Park, 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 3rd day of September, 2019.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER ENGLISH Voted _____

_____ was absent. Motion _____.

**MEMORANDUM OF AGREEMENT
FOR THE USE OF CITY PROPERTY**

THIS AGREEMENT is entered into this 3rd day of September, 2019, by and between the City of Coeur d’Alene, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the “City,” and the North Idaho Centennial Trail Foundation, Inc., a not-for-profit corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the “NICTF.”

WHEREAS, the NICTF is an Idaho not-for-profit corporation, with its principle place of business located at 105 N. First Street, Ste. 100, Coeur d’Alene, Idaho, whose mission is to preserve and develop the North Idaho Centennial Trail System and to promote non-motorized trail connectivity throughout north Idaho; and

WHEREAS, implementation of this mission gives the community and its visitors greater opportunity to access and enjoy the natural beauty of north Idaho through a system of managed and developed trails accessible to all; and

WHEREAS, the City recognizes the public benefit of the presentation of the history of our community in an aesthetically pleasing manner, and in improving access to and providing amenities for the City’s trail system; and

WHEREAS, the NICTF desires to develop a greenbelt and plaza area in the Riverstone area of the City, which would include historical information about the railroads that played such a great part in the founding and growth of the City; and

WHEREAS, the City owns land in the Riverstone area which could be used for the greenbelt and plaza; and

WHEREAS, the Mayor and the City Council of the City have voted to reserve the area for a greenbelt and plaza for a period of three (3) years, at the end of which period this Agreement would be reviewed for possible extension; and

WHEREAS, a cooperative effort between the NICTF and the City in providing a location for and developing a greenbelt and plaza would be of benefit to the community as a whole.

NOW, THEREFORE, the City and NICTF agree to the following terms, conditions, and procedures to implement the collaborative effort herein memorialized:

**Article I
Legal Description of Lease Property**

1.1 The legal description of the property which is subject to this Agreement will be supplied by the City.

Article II Obligations of the Parties

- 2.1 The improvements proposed by the NICTF include a greenbelt and a plaza with historical information about the region's railroads, hereinafter referred to as the "Installation."
- 2.2 The City shall provide the location for the Installation without charge to the NICTF, and will maintain and operate the Installation after its completion. The location of the Installation shall be south of W. Tilford Lane and stretching northwest from N. Beebe Blvd. Exhibit "A" hereto shows the approximate location for the Installation.
- 2.3 The NICTF shall provide the funding, and design and construct the Installation at its sole cost. The NICTF agrees to design and construct the Installation in a proper and workmanlike manner.
- 2.4 The City shall have the right to approve the design of the Installation prior to work being commenced on City property.
- 2.5 The NICTF shall complete the Installation within 120 days of an approved design for this Agreement. The City shall grant to the NICTF a reasonable extension of time in the event that conditions beyond the NICTF's control render timely performance of Installation unduly burdensome.
- 2.5 The term of this Agreement shall be three (3) years from the date first stated above. Within ninety (90) days prior to the end of the initial term, either party may request that the other enter into negotiations to extend the Agreement upon such terms as the parties may agree.

Article III Other Terms

- 3.1 Assignability. The NICTF shall not delegate duties or otherwise subcontract work or services under this Agreement without the prior written consent of the City.
- 3.2 Relationship of the Parties. Nothing contained herein shall be construed to make either party the agent of the other, and no employee or contractor of the NICTF shall be considered the employee or contractor of the City. The NICTF shall perform its obligations hereunder as an independent contractor.
- 3.3 Hold Harmless and Indemnification. The NICTF assumes all risk and hazards associated with the design and construction of the Installation. In case of injury to the NICTF's employees, agents, or contractors, or damage to private or public property, the NICTF waives all claims or legal actions, financial or otherwise, against the City, and its elected officials, employees, sponsors, agents, or volunteers, unless injury or damage is caused by the sole negligence of the City. The NICTF shall defend, hold harmless, and indemnify the City from any claim because of damage to property or personal injury arising out of the agreed instructional services, which may be occasioned by any willful or negligent act or omission of the Contractor, or any of Contractor's agents, servants, employees, or subcontractors, except to the extent such injury is caused by the negligent or willful misconduct of the City and its agents.

3.4 Insurance. The NICTF shall maintain liability and property damage insurance until acceptance of the Installation by the City, and shall provide a Certificate of Insurance listing the City as additional insured to the City upon execution of this Agreement.

3.5 Compliance with Law. The NICTF agrees to comply with all City and State laws, regulations, and policies with respect to the Installation. The NICTF shall be responsible for obtaining any permits or licenses required for the Installation.

3.6 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 NICTF in a timely fashion.

3.7 Ownership. Upon completion of the greenbelt and plaza, any installation affixed to the ground shall become the property of the City.

3.8 Warranty. The NICTF shall warrant the materials and workmanship to be free from defects for a period of one (1) year from the date of acceptance by the City.

3.9 Nondiscrimination. No person shall be discriminated against in the work to be performed hereunder and the NICTF shall not refuse to hire any person because of such person's race, color, religion, sex, or national origin, sexual orientation, and/or gender identity/expression. Also, the NITCF will in no manner discriminate against any person because of such person's race, color, religion, sex, or national origin, sexual orientation, and/or gender identity/expression in the performance of this Agreement.

3.10 Non-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.

3.11 Modification of Agreement. No modification of this Agreement shall be valid unless incorporated in a writing signed by both parties.

3.12 Merger. This Agreement represents the entire agreement between the parties, and any prior agreement, in writing or oral, are hereby merged into this Agreement.

CITY OF COEUR D'ALENE

**NORTH IDAHO CENTENNIAL TRAIL
FOUNDATION**

By _____
Steve Widmyer, Mayor

By _____

ATTEST:

Renata McLeod, City Clerk

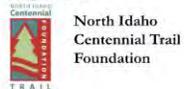
Previously.....



THE TRANSCONTINENTAL RAILROAD MEMORIAL

Proposed Development Plan

Prepared for:



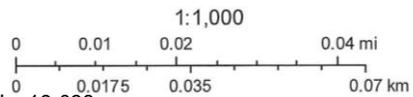
North Idaho
Centennial Trail
Foundation

Prepared by:



Architects West

Property Lines.....

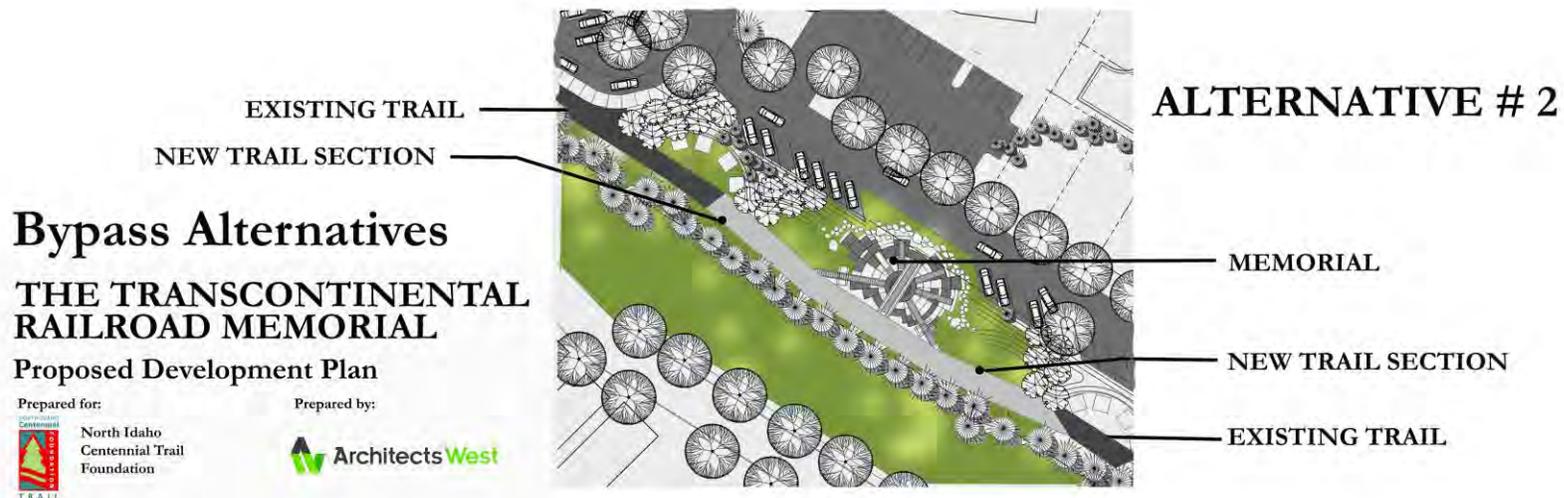


Resolution No. 19-038

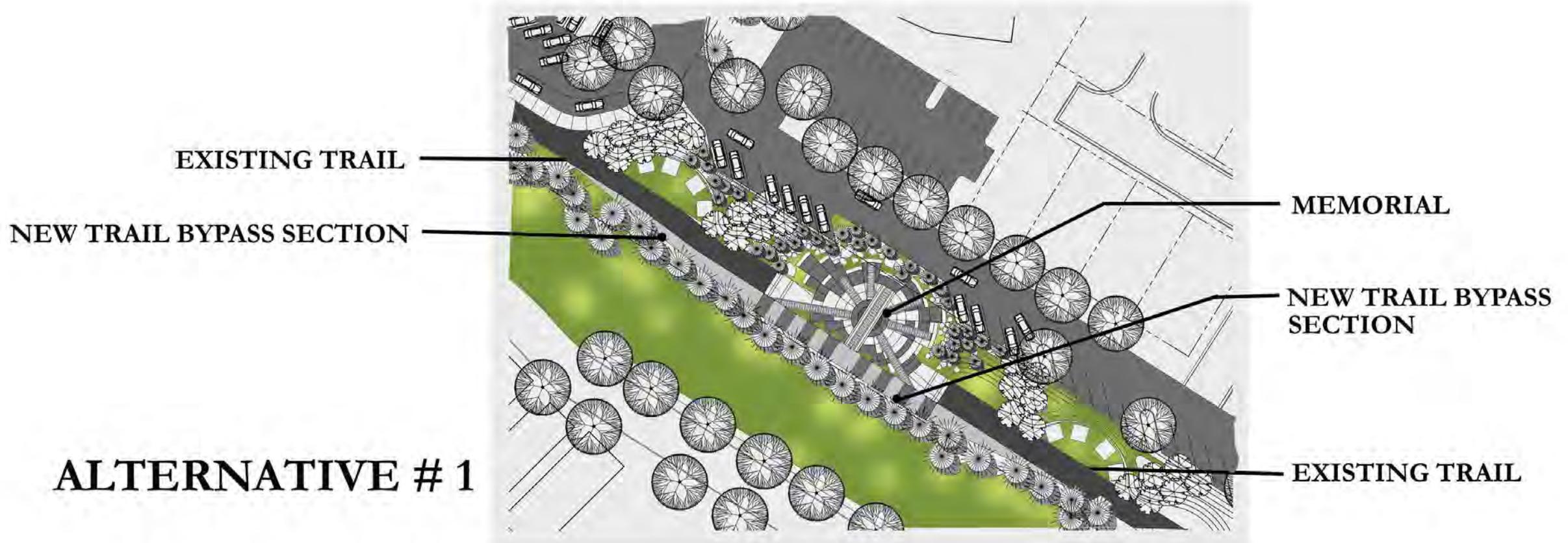
Further Review.....



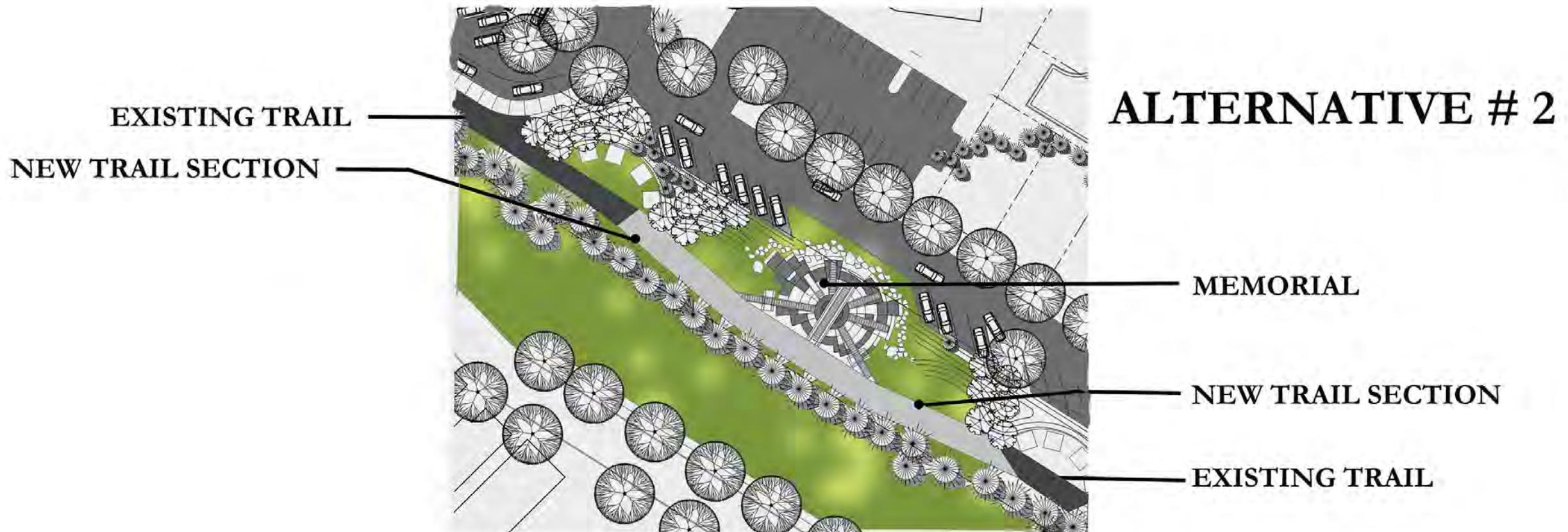
Alternatives



Alternatives



Alternatives



Preferred Alternative

Bypass Alternatives THE TRANSCONTINENTAL RAILROAD MEMORIAL Proposed Development Plan

Prepared for:



North Idaho
Centennial Trail
Foundation

Prepared by:



Architects West



ALTERNATIVE # 2

MEMORIAL

NEW TRAIL SECTION

EXISTING TRAIL

STAFF REPORT

DATE: SEPTEMBER 3, 2019

TO: CITY COUNCIL

FROM: KELLEY SETTERS, DEPUTY CITY CLERK (CHILDCARE COMMISSION LIAISON)

RE: AMENDMENTS TO MUNICIPAL CODE CHAPTER 5.68, SECTIONS 5.68.040, 5.68.050, 5.68.060, 5.68.100, AND 5.68.130; ADDING A NEW SECTION, 5.68.103

DECISION POINT: The Childcare Commission recommends adoption the following proposed amendments to Municipal Code Sections 5.68.040, 5.68.050, 5.68.060, 5.68.100, 5.68.110, AND 5.68.130 with the addition of new section, 5.68.103.

HISTORY: Six main amendments and the new section include the following proposed changes.

1. Add the new federal requirements for enhanced background checks.
2. Under section 5.68.060 add sub-sections F, G, and H to clearly define denials and appeals.
3. Under section 5.68.100 remove all language referencing “Denials” removing section E, F, G. which references “APPEALS”
4. Adding a new Chapter 5.68.103 APPEAL PROCEDURES;
5. Section 5.68.110 adding M. Through negligence, recklessness, or intentional misconduct, injure a child, physically, mentally, or emotionally, or commit a crime against a child, or commit a crime against a child, or knowingly allow an employee or volunteer to do so.
6. Update 5.68.130: Operation Regulations; Table A to match the state ratios which are more stringent.

Amendment 1: The Commission has been in discussions since September of 2018 regarding how to come into compliance with new federal laws. The new law requires municipalities that license childcare to perform an enhanced Child Protective Services (CPS) background check. Currently, the city requirement is in alignment for part of the new requirements with the exception of the Child Protective Services portion. The new enhanced background check requires 8 different components (*In-state, National, Inter-State*) which are:

1. Criminal registry or repository using fingerprints in the current state of residency. (In-State)
2. Sex offender registry or repository check in the current state of residency. (In-State)
3. Child abuse and neglect registry and database check in the current state of residency. (In-State)
4. FBI fingerprint check. (National)
5. National Crime Information Center (NCIC) National Sex Offender Registry (NSOR) (National)

6. Criminal registry or repository in any other state where the individual has resided in the past 5 years, with the use of fingerprints being optional. (Interstate)
7. Sex offender registry or repository in any other state where the individual has resided in the past 5 years. (Interstate)
8. Child abuse and neglect registry and database in any other state where the individual has resided in the past 5 years. (Interstate)

The Commission recommends a city background check and state background check required on initial application and on year 5 a state and city background check would be required again. All providers and facility owners were invited to a workshop in May 2019 explaining the new requirement and how it would impact licensing.

Amendments No. 2 and 3: Housekeeping to clearly define license denials and take the denial and appeal hearing language out of Chapter 5.68.100.

Amendment No. 4: Adding a new section 5.68.103 entitled; Appeal Procedures. This section was added to clearly define the commissions' role in making decisions on appeals involving use or possession of marijuana and/or paraphernalia by a minor (non-provider) residing in a childcare facility.

Amendment No. 5: The Commission recommends adding license denial criteria for providers or volunteers regarding injury physically or mentally to a child.

Amendment No. 6: This is housekeeping to the ratio table to match the state requirements which are more stringent.

FINANCIAL IMPACT: There will be some codification costs associated with this code amendment.

DECISION POINT/RECOMMENDATION: Staff and Childcare Commission recommend adoption of the proposed changes to Municipal Code Chapter 5.68 entitled "Childcare Facilities."

ORDINANCE NO. _____
COUNCIL BILL NO. 19-1013

AN ORDINANCE AMENDING SECTIONS 5.68.040, 5.68.050, 5.68.060, 5.68.100, 5.68.110, AND 5.68.130 OF THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO; AMENDING THE TITLE OF SECTION 5.68.100; ADDING A NEW SECTION, 5.68.103, 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.

WHEREAS, upon recommendation of the Coeur d'Alene Childcare Commission, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that said Chapter be adopted;

NOW, THEREFORE,

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

SECTION 1. *That section 5.68.040(A) of the Coeur d'Alene Municipal Code be amended as follows:*

Individual: The applicant's age, legal name, telephone number, post office address, and residence; e-mail address if available; the applicant's places of residence for the past ten (10) years immediately preceding the time of such application; whether or not the applicant has been convicted of any crime involving children or a crime involving moral turpitude. In order to determine suitability of prospective applicants for licensing with the city of Coeur d'Alene, the city of Coeur d'Alene shall require each specified applicant to provide information and fingerprints necessary to obtain criminal history information from the city of Coeur d'Alene police, ~~and/or~~ any state sex offender lists, [the central child protection registry](#), Idaho state police, and the federal bureau of investigation. Pursuant to section 67-3008, Idaho Code and congressional enactment public law 92-544, the city of Coeur d'Alene shall submit a set of fingerprints obtained from the applicant and the required fees to the Idaho state police, bureau of criminal identification, for a criminal records check of state and national databases. The submission of fingerprints and information required by this section shall be on forms prescribed by the Idaho state police. The city of Coeur d'Alene is authorized to receive criminal history information from the Idaho state police and from the federal bureau of investigation for the purpose of evaluating the fitness of applicants for licensing. As required by state and federal law, further dissemination or other use of the criminal history information is prohibited. As required by section 5.60.020 of this title, fees required for the criminal history check shall be tendered at such time as the application is made. As Idaho is a community property state, applicant and spouse must both complete the criminal history background check.

SECTION 2. *That section 5.68.040(B) of the Coeur d'Alene Municipal Code be amended as follows:*

Corporation: In case the applicant for such a license is a corporation, such corporation must be authorized to do business in this state. The application shall be made by the manager of the premises described and such application shall contain all of the statements and furnish all of the facts and recommendations as to such manager as are required in the case of an individual in subsection A of this section. Such license to a corporation shall be revoked upon a change of such manager and a new license shall be required by the city clerk before any new manager shall take charge of such premises for such corporation; ~~provided, however, the city clerk, after the background investigation, may issue a temporary license for a period of not to exceed sixty (60) days during which time the corporation must make a new application to the city council naming therein the new manager of the licensed premises.~~

SECTION 3. *That section 5.68.050(A) of the Coeur d'Alene Municipal Code be amended as follows:*

Investigation: Before any license shall be issued under this chapter, an investigation of the applicant, all other persons for ~~which~~ whom a criminal history check and a central child protection registry check is required under Idaho Code section 39-1105, and any other person twelve (12) years of age or older that resides at the childcare facility or is regularly present on the premises, and inspection of the premises shall be made by the fire department, police department and other city departments, ~~and by~~ the district health department, and other agencies as may be ~~deemed~~ necessary, to determine that the applicant and the premises fully comply with Idaho Code sections 39-1105, 39-1109, 39-1110, 39-1118 and 39-1119.

SECTION 4. *That section 5.68.050(B) of the Coeur d'Alene Municipal Code be amended as follows:*

B. Criminal History Check: In order to determine the suitability of ~~prospective~~ applicants for a childcare facility license or employment by such facility, the ~~city of Coeur d'Alene e~~ City e Clerk and/or the ~~Coeur d'Alene city p~~ Police d Department shall ~~require~~ conduct a criminal history check of all people twelve (12) years of age or older residing, working, or participating at the facility, except supervised volunteers, regardless of time of residence in the county, and any other persons required under Idaho Code section 39-1105 to provide information and fingerprints necessary as provided hereafter. The City shall also request the Department of Health and Welfare to conduct a criminal history check and a central child protection registry check, and to report the results to the City.

1. Upon receipt of a first-time application for a license, ~~to~~ the City shall obtain criminal history information from the Idaho state police and the federal bureau of investigation. Pursuant to section 67-3008, Idaho Code and congressional enactment public law 92-544, the city of Coeur d'Alene shall submit a set of fingerprints obtained from the applicant and the required fees to the Idaho state police, bureau of criminal identification, for a criminal records check of state and national databases. The submission of fingerprints and information required by this section shall be on forms

prescribed by the Idaho state police. The city of Coeur d'Alene is authorized to receive criminal history information from the Idaho state police and ~~from~~ the federal bureau of investigation for the purpose of evaluating the fitness of applicants for licensing. As required by state and federal law, further dissemination or other use of the criminal history information is prohibited. The cost of the criminal history check shall be the amount charged for such background check by the state of Idaho and include any cost required by the federal bureau of investigation and any reasonable administrative fee established by resolution of the city of Coeur d'Alene.

2. For any license renewal, a City background check shall be performed; PROVIDED, every five years, both a City and a State background check shall be performed. Grounds for denial of a license renewal shall be the same as the grounds for denial of an initial license.

3. -No license shall be issued until such background check has been completed and its subject has been deemed qualified. However, upon the receipt of an application for a childcare provider license, the eCity eClerk may issue a provisional license to an applicant for a provider license if the eCity eClerk determines that such person is in substantial compliance with the provisions of this eChapter. In determining whether substantial compliance with this eChapter exists, the eCity eClerk shall require completion of all criminal record clearances. A provisional license shall expire one hundred twenty (120) days from the date of issuance or at such earlier time as the eCity eClerk may designate for good cause. A childcare provider or any other person required to ~~undergo a criminal history check~~ have a license must be continually under the supervision of a licensed childcare provider until ~~completion of all criminal record clearances and other required health clearances~~ a provider license is issued.

SECTION 5. *That section 5.68.060 of the Coeur d'Alene Municipal Code be amended as follows:*

No childcare license shall be issued:

A. Where the individual operator, managing agent of a corporation, active partner(s), care provider, or any other person required to have a criminal history check and central child protection registry check under the provisions of this chapter or Idaho Code section 39-1105 has pleaded guilty to, been found guilty of, or received a withheld judgment for any offense involving neglect of or any physical injury to or other abuse of a child, felony domestic violence, aggravated assault, or aggravated battery, including the following offenses or a similar provision in another jurisdiction: attempted strangulation, Idaho Code section 18-923; injuring a child, Idaho Code section 18-1501; sexual abuse of a child under sixteen (16) years of age, Idaho Code section 18-1506; ritualized abuse of a child under eighteen (18) years of age, Idaho Code section 18-1506A; sexual exploitation of a child, Idaho Code section 18-1507 or 18-1507A; lewd conduct with a child under the age of sixteen (16) years, Idaho Code section 18-1508; enticing of children, Idaho Code section 18-1509 or 18-1509A; sale or barter of a child for adoption or other purposes, Idaho Code section 18-1511; murder, Idaho Code section 18-4001 or 18-4003; voluntary manslaughter, Idaho Code section 18-4006; poisoning, Idaho Code section 18-4014 or

18-5501; assault with intent to murder, Idaho Code section 18-4015; indecent exposure, Idaho Code section 18-4116; abuse, neglect, or exploitation of a vulnerable adult, Idaho Code section 18-1505; kidnapping, Idaho Code section 18-4501 through 18-4503; mayhem, Idaho Code section 18-5001; inducing individuals under eighteen (18) years of age into prostitution, Idaho Code section 18-5609; inducing persons under eighteen (18) years of age to patronize a prostitute, Idaho Code section 18-5611; rape, Idaho Code section 18-6101 or 18-6108; robbery, Idaho Code section 18-6501; incest, Idaho Code section 18-6602; crimes against nature, Idaho Code section 18-6605; forcible sexual penetration by use of a foreign object, Idaho Code section 18-6608; video voyeurism, Idaho Code section 18-6609; stalking in the first degree, Idaho Code section 18-7905; any felony punishable by death or life imprisonment; any crime involving a controlled substance except as provided in subsection B of this section, or a crime involving moral turpitude; or where a person is on felony supervised parole or probation.

B. Any person who has pleaded guilty to, been found guilty of, or received a withheld judgment for any of the following offenses, or an offense which may be similarly defined in another jurisdiction, shall be denied a childcare license for a period of five (5) years from the date of the conviction:

1. Forgery of a financial transaction card, Idaho Code section 18-3123.
2. Fraudulent use of a financial transaction card or number, Idaho Code section 18-3124.
3. Forgery or counterfeiting, Idaho Code chapter 36, title 18.
4. Misappropriation of personal identifying information, Idaho Code section 18-3126.
5. Insurance fraud, Idaho Code section 41-293.
6. Damage to or destruction of insured property, Idaho Code section 41-294.
7. Public assistance fraud, Idaho Code section 56-227.
8. Provider fraud, Idaho Code section 56-227A.
9. Attempt, Idaho Code section 18-306.
10. Conspiracy, Idaho Code section 18-1701.
11. Accessory after the fact, Idaho Code section 18-205.
12. Misdemeanor injury to a child, Idaho Code section 18-1501(2).
13. Possession of marijuana or marijuana paraphernalia ~~for personal use~~.

C. Where the individual operator, managing agent of a corporation, active partner(s), or any other person required to have a criminal history check under the provisions of this chapter or

Idaho Code section 39-1105 have been found guilty of or received a withheld judgment for any offense involving misdemeanor domestic violence charge within the last five (5) years, or an amended charge from felony or misdemeanor domestic violence arrest within the last five (5) years.

D. For any premises, unless the requirements of Idaho Code sections 39-1105, 39-1109, and 39-1110 and pertinent provisions of the city zoning ordinances and this chapter, as far as can be determined, are being complied with.

E. If any false statement is made in any part of said application or criminal history check request form, or in any renewal application or subsequent report.

F. Within five (5) days following the denial of a license or renewal thereof, written notice of the reason(s) for such denial shall be given to the licensee by the City Clerk or designee. An applicant cannot request appeal if denied on basis of a disqualifying event disclosed in a required criminal history check. Such notice shall state that a person may appeal the decision to deny a license by providing written notice of the intent to appeal to the City Clerk, stating the ground(s) therefor, within ten (10) calendar days of the date of the notice of denial. The appeal shall follow the procedures set forth in § 5.68.103.

G. Stay On Denial of License Renewal: Upon receipt of a notice of appeal, the denial of a license renewal shall be stayed. The City Clerk shall notify the applicant or licensee of the time and place of the hearing on appeal. The Childcare Commission shall hear such appeal within thirty (30) calendar days after the date the notice of appeal was filed. The Commission will provide written notice to the applicant or licensee of its decision and the stay shall expire as of the date of the notice decision.

H. Emergency Situations: Should an emergency exist and the chief of police or the fire chief certify that there is an immediate danger to the life or health of a child, there shall be no stay or, if a stay has commenced, it shall be lifted and the denial of a license renewal shall be in effect during the appeal.

SECTION 6. *That the title of section 5.68.100 of the Coeur d'Alene Municipal Code be amended as follows:*

LICENSE ~~DENIAL AND~~ REVOCATION; NOTICE; APPEAL TO COMMISSION; STAY:

SECTION 7. *That section 5.68.100 of the Coeur d'Alene Municipal Code be amended as follows:*

A. Revocation: When it appears that any operator or licensee, any other person designated in Idaho Code section 39-1105, or any other person twelve (12) years of age or older that resides at the childcare facility has violated any provision of this chapter, any ordinance of the city with regard to the premises where the childcare facility is located, or any other ordinance of the city or statute of the state or of the United States involving controlled substances, physical or sexual

abuse involving children, any offenses specified in section 5.68.060 of this chapter, or a crime of moral turpitude, the license shall be revoked.

B. Notice: Prior to the revocation of any license, ~~or the denial of a license or renewal thereof,~~ written notice of the reason(s) for such action shall be given to the applicant or licensee by the eCity eClerk or designee. Such notice shall state that a person ~~wanting to~~may appeal the decision to ~~deny or~~ revoke a license ~~shall make~~by providing a written ~~application~~notice of intent to appeal to the City Clerk, upon a form prescribed by the city stating the grounds therefor, within ten (10) calendar days of the date of the notice of ~~denial or~~ revocation. The appeal shall follow the procedures set forth in § 5.68.103 of this Chapter.

C. Stay ~~Of~~On Revocation ~~Or Denial~~: Upon receipt of an ~~application for~~notice of appeal, ~~a the~~ revocation ~~or denial~~ of a license ~~renewal~~ shall be stayed. The eCity eClerk shall notify the applicant or licensee of the time and place of the hearing for the appeal. The eChildcare eCommission shall hear such appeal within thirty (30) calendar days after the date the ~~application for~~notice of appeal was filed. The eCommission will provide written notice to the applicant or licensee of its decision and the stay shall expire as of the date of the ~~notice~~decision.

D. Emergency Situations: Should an emergency exist and the chief of police or the fire chief certify that there is an immediate danger to the life or health of a child, there shall be no stay or, if a stay has commenced, it shall be lifted and the revocation ~~or denial~~ of ~~a the~~ license ~~renewal~~ shall be in effect during the appeal.

~~E. Appeal Hearing: In hearing an appeal, the commission shall:~~

- ~~1. Consider the evidence presented, giving such weight to any testimony or exhibits as it deems appropriate;~~
- ~~2. Place the burden on the appellant to demonstrate by clear and convincing evidence that the decision to deny or revoke a license was contrary to the law or the facts;~~
- ~~3. Conduct the hearing fairly and impartially with the goal of receiving all information pertinent to the issues before it in an orderly and courteous manner; and~~
- ~~4. Render a decision based on the evidence and consistent with the purpose and intent of this chapter.~~

~~F. Commission Actions On Appeal: On appeal, the commission may:~~

- ~~1. Decide questions arising over the interpretation and enforcement of this chapter;~~
- ~~2. Rule on evidentiary objections with the advice of legal counsel, if available; the Idaho rules of evidence shall be used for guidance, but shall not be applied so as to prevent the admission of all relevant evidence;~~
- ~~3. Affirm, reverse, or affirm with conditions the decision to deny or revoke a~~

license; and

~~4. The commission may continue the hearing in order to allow a party to produce additional evidence.~~

~~G. Deliberations And Decision:~~

~~1. After the evidence has been presented, the commission shall deliberate and decide the appeal in open session.~~

~~2. Any decision shall be by majority vote of the commission, with the chair voting only in the event of a tie.~~

~~3. The reasons for the decision shall be stated on the record and included in the written notice of decision to be sent to the applicant or licensee.~~

SECTION 8. *That a new section, 5.68.103, of the Coeur d'Alene Municipal Code be added as follows:*

5.68.103: APPEAL PROCEDURES:

A. In hearing an appeal for denial of a license or license renewal, or revocation of a license, the Commission shall consider the evidence presented, giving such weight to any testimony or exhibits as it deems appropriate;

1. Criteria that may be considered on appeals involving use or possession of marijuana and/or paraphernalia by a minor residing in a childcare facility include, but are not limited to, the following:

a. Personal use or use with other persons, amount in weight of marijuana, amount in items of paraphernalia, if marijuana and paraphernalia is possessed, location of use or discovered such as at home, in car, on person, at school, away from day care facility, near day care facility, prior incidents not officially charged, prior documented incidents of frequenting, prior incidents involving alcohol, childcare facility operator ability to ensure safety of day care children, how items discovered and reported, what reasonable protections can be enacted to assure safety of the children.

2. Place the burden on the appellant to demonstrate by clear and convincing evidence that the decision to deny or revoke a license was contrary to the law or the facts;

3. Conduct the hearing fairly and impartially with the goal of receiving all information pertinent to the issues before it in an orderly and courteous manner; and

4. Render a decision based on the evidence and consistent with the purpose and intent of this chapter.

B. On appeal, the Commission may:

1. Decide questions arising over the interpretation and enforcement of this chapter;
2. Rule on evidentiary objections with the advice of legal counsel, if available; the Idaho rules of evidence shall be used for guidance, but shall not be applied so as to prevent the admission of all relevant evidence;
3. Affirm, reverse, or affirm with conditions the decision to deny or revoke a license; and
4. The Commission may continue the hearing for good cause shown in order to allow a party to produce additional evidence.

C. Deliberations and Decision.

1. After the evidence has been presented, the Commission shall deliberate and decide the appeal in open session.
2. Any decision shall be by majority vote of the Commission, with the chair voting only in the event of a tie.
3. The reasons for the decision shall be stated on the record and included in the written notice of decision to be sent to the applicant or licensee.

SECTION 9. *That section 5.68.110 of the Coeur d'Alene Municipal Code be amended as follows:*

No licensee, operator, servant, agent or employee shall, directly or indirectly:

- A. Permit any indecent, immoral or profane language or indecent, immoral or disorderly conduct;
- B. Permit the consumption of any alcoholic liquor on the premises while children being cared for are present;
- C. Permit the possession or use of any unlawful drug or narcotic, including marijuana, on the premises;
- D. Permit the use, legal or illegal, of prescription or nonprescription drugs by care providers that would impair an individual's ability to supervise or transport children;
- E. Permit the use of prescription drug or nonprescription drug without written parental consent;
- F. Perform any work or activities that interfere with the care of children in the home during

the hours of childcare. Household duties related to the care of the children may be performed as necessary. The operator shall be responsible for the care and supervision of the children at all times;

G. Utilize an unsupervised care provider or substitute care provider under the age of eighteen (18) years, or a caregiver not possessing a provider license;

H. Home providers in residential zones may not have an employee unless a special use permit has been obtained;

I. Permit smoking, including the use of any electronic nicotine delivery system or other tobacco product, inside the facility, or in outdoor areas within twenty five feet (25') of the premises and all doors and windows, during all hours the facility is in operation; or in vehicles when children are present. E-smoking materials and tobacco products must be kept in a locked container at any time the facility is open for childcare;

J. Permit the presence of any firearm, ammunition or other weapon outside a locked cabinet;

K. Permit the continued presence of any person who requires a criminal history check under section 5.68.060 of this chapter and has been convicted of one or more of the crimes enumerated in section 5.68.060 of this chapter, or who has been convicted of an amended charge arising from one of the enumerated crimes in section 5.68.060 of this chapter, or who has been charged with a crime enumerated in section 5.68.060 of this chapter and it is still pending or has no disposition;

~~or~~

L. Permit the temperature in any room where children are present to be less than sixty eight degrees Fahrenheit (68°F), or to exceed seventy five degrees Fahrenheit (75°F) during winter months or eighty two degrees Fahrenheit (82°F) during summer months; or permit children to play outdoors when the temperature is extreme such that the children are at risk of physical harm. In addition, proper ventilation must be maintained in any room where children are present. If two (2) persons with authority over childcare facilities determine that conditions violate this chapter, the owner/operator must move the children to an area which meets the requirements of this section or add appropriate equipment to bring the conditions into compliance with this chapter; ~~or~~ or

M. Through negligence, recklessness, or intentional misconduct, injure a child, physically, mentally, or emotionally, or commit a crime against a child, or knowingly allow an employee or volunteer to do so.

SECTION 10. *That Table A of section 5.68.130 of the Coeur d'Alene Municipal Code be amended as follows:*

Babies	Your count x 2 points	=
--------	-----------------------	---

0 - 14 months		
Waddlers 14 - 24 months	Your count x 1.5 2 points	=
Toddlers 24 - 36 months	Your count x 1.5 points	=
Preschool 3 - 4 years	Your count x 1 point	=
Pre-K 4 - 5 years	Your count x 1 point	=
School age 5 and older	Your count x 1/2 point	=
	Total points (may not exceed 12)	

SECTION 11. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 12. The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein.

SECTION 13. 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 September 3, 2019.

APPROVED, ADOPTED and SIGNED this 3rd day of September, 2019.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Amending sections in Title 5, Chapter 68, Coeur d'Alene Municipal Code,
and Adding new section 5.68.103 to the Coeur d'Alene Municipal Code

AN ORDINANCE AMENDING SECTIONS 5.68.040, 5.68.050, 5.68.060, 5.68.100, 5.68.110, AND 5.68.130 OF THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO; AMENDING THE TITLE OF SECTION 5.68.100; ADDING A NEW SECTION, 5.68.103, 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. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am a Chief Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Amending sections in Title 5, Chapter 68, Coeur d'Alene Municipal Code, and Adding new section 5.68.103 to the Coeur d'Alene Municipal Code, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 3rd day of September, 2019.

Randall R. Adams, Chief Civil Deputy City Attorney

STAFF REPORT

Date: September 3, 2019
From: Bill Greenwood Parks & Recreation Director
Subject: BLM Corridor Landscape Bid Acceptances (*Council Action Required*)

DECISION POINT:

Should Council accept the lowest responsive base bid and add alternate # 2 from Clearwater Summit Group for the landscape improvements along the BLM corridor from River Avenue to Hubbard Avenue?

HISTORY:

NIC has worked with the City of Coeur d Alene and the Bureau of Land Management to cooperatively plan for the future for this BLM corridor. City Council approved an agreement with North Idaho College on February 6, 2018, allowing the college to use the BLM parcel as long as the use is consistent with the City's lease with BLM. In this agreement, NIC provided the funding for the construction of a public trail, landscape improvements, and the demolition of the Blue Building.

FINANCIAL ANALYSIS:

The available funding from NIC for the landscape enhancement is \$182,000. The City of Coeur d' Alene will provide staff time to help with the management of the project. By awarding the base bid and add alternate #2, the City can use the remaining approximately \$15,000 from NIC to complete add alternate #1 in-house, purchasing asphalt and base rock for the bike trail and performing the labor with City staff.

PERFORMANCE ANALYSIS:

Clearwater Summit: base bid: \$161,121.59
Add alt #1 \$31,424.40; add alt #2 \$5,554.78

National Native American Construction, Inc.: base bid: \$211,000.00
Add alt #1 \$21,445.00; add alt #2 \$7,700.00

LaRiviere, Inc.: base bid: \$350,900.00
Add alt #1 \$27,750.00; add alt #2 \$9,500.00

DECISION POINT / RECOMMENDATION:

Council should accept the lowest responsive base bid and add alternate # 2 from Clearwater Summit Group for the landscape improvements along the BLM corridor from River Avenue to Hubbard Avenue and authorize City staff to complete add alternate #1.

RESOLUTION NO. 19-039

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A CONTRACT WITH CLEARWATER SUMMIT GROUP, INC., FOR LANDSCAPE IMPROVEMENTS ALONG THE BLM CORRIDOR FROM RIVER AVENUE TO HUBBARD AVENUE.

WHEREAS, the Parks and Recreation Director of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a contract with the Clearwater Summit Group, Inc., pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "A" 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 contract with Clearwater Summit Group, Inc., for landscape improvements along the BLM corridor from River Avenue to Hubbard Avenue, in substantially the form attached hereto as Exhibit "A" 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 3rd day of September, 2019.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER ENGLISH Voted _____

_____ was absent. Motion _____.

CONTRACT
For
CITY OF COEUR D'ALENE
BUREAU OF LAND MANAGEMENT CORRIDOR
HUBBARD AVENUE TO RIVER AVENUE SITE IMPROVEMENTS

THIS CONTRACT is made and entered into this 3rd day of September, 2019, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as the “**CITY**”, and **CLEARWATER SUMMIT GROUP, INC.**, a corporation duly organized and existing under and by virtue of the laws of the state of Washington, with its principal place of business at 4228 E. Wellesley Ave., Spokane, Washington 99217, hereinafter referred to as “**CONTRACTOR**,”

WITNESSETH:

WHEREAS, the said **CONTRACTOR** has been awarded the contract for the City of Coeur d'Alene Bureau of Land Management Corridor Hubbard Avenue to River Avenue Site Improvements, according to contract and specifications documents on file in the office of the City Clerk of said **CITY**, which contract and specifications documents are incorporated herein by reference.

IT IS AGREED that for and in consideration of the covenants and agreements to be made and performed by the **CITY**, as hereinafter set forth, the **CONTRACTOR** shall complete improvements as set forth in the said contract and specifications documents described above in said **CITY**, encompassed by the base bid and add alternative #2, furnishing all labor and materials therefor according to said contract and specifications documents and under the penalties expressed in the performance bond bearing even date herewith, and which bond with said contract and specifications documents are hereby declared and accepted as parts of this contract. All material shall be of the high standard required by the said contract and specifications documents and approved by the City Engineer, and all labor performed shall be of first-class workmanship.

The **CONTRACTOR** shall furnish and install barriers and warning lights to prevent accidents as needed. The **CONTRACTOR** shall indemnify, defend and hold the **CITY**, harmless from all claims arising from the **CONTRACTOR**'s actions or omissions in performance of this contract, and to that end shall maintain liability insurance naming the **CITY** as one of the insureds in the amount of at least Five Hundred Thousand Dollars (\$500,000.00) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that at least the minimum limits shall be those provided for by Idaho Code § 6-924. A certificate of insurance providing at least thirty (30) days' written notice to the **CITY** prior to cancellation of the policy shall be filed in the office of the City Clerk.

The **CONTRACTOR** agrees to maintain Worker's Compensation coverage on all employees, including employees of subcontractors, during the term of this contract as required by Idaho Code §§ 72-101 through 72-806. Should the **CONTRACTOR** fail to maintain such insurance

during the entire term hereof, the **CONTRACTOR** shall indemnify the **CITY**, against any loss resulting to the **CITY**, from such failure, either by way of compensation or additional premium liability. The **CONTRACTOR** shall furnish to the **CITY**, prior to commencement of the work, such evidence as the **CITY** may require guaranteeing contributions which will come due under the Employment Security Law including, at the option of the **CITY**, a surety bond in an amount sufficient to make such payments.

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

The **CONTRACTOR** agrees to receive and accept as full compensation for furnishing all materials, and doing all the work contemplated and embraced in the contract, an amount equal to the sum of the total for the items of work. The total for each item of work shall be calculated by determining the actual quantity of each item of work and multiplying that actual quantity by the unit price bid by the **CONTRACTOR** for that item of work. The amount of the contract shall not exceed One Hundred Sixty-one Thousand One Hundred Twenty-one and 59/100 Dollars (\$161,121.59) for the base bid and Five Thousand Five Hundred Fifty-four and 78/100 Dollars (\$5,554.78) for add alt #2, for a total of One Hundred Sixty-six Six Hundred Seventy-six and 37/100 Dollars (\$166,676.37).

Monthly progress payments must be submitted by the 10th of the month for work done in the previous calendar month. Partial payment shall be made by the end of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the **CONTRACTOR** has obtained from the Idaho State Tax Commission and submitted to the **CITY** a release of liability for taxes (Form 10-248-79). Payment shall be made by the City Finance Director.

The number of working days allowed for completion of the Contract work shall be sixty (60) working days. Days where the only work is traffic control, sweeping, or covering utilities do not count toward working days. The contract time shall commence no later than 10 days after the date of the Notice to Proceed issued by the **CITY**.

The **CITY** and the **CONTRACTOR** recognize that time is of the essence and failure of the **CONTRACTOR** to complete the work within the time allowed shall result in damages being sustained by the **CITY**. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the **CONTRACTOR** shall fail to complete the work within the following time limits, the **CONTRACTOR** shall pay to the **CITY** or have withheld from monies due, liquidated damages at the rate of Five Hundred Dollars (\$500) per calendar day, which sums shall not be construed as a penalty.

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

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

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

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

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

The term "CONTRACT DOCUMENTS" means and includes the following:

- A) Advertisement For Bids
- B) Bidding Information
- C) Bid Proposal
- D) Bid Bond
- E) Bidding Forms as Required
- F) Contract
- G) Labor and Materials Payment Bond
- H) Performance Bond
- I) Notice of Award
- J) Notice to Proceed
- K) Change Order
- L) General Conditions
- M) Technical Specifications

- N) Special Provisions
- O) Plans
- P) Addenda No. _____, dated _____, _____

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

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

CITY OF COEUR D’ALENE
 KOOTENAI COUNTY, IDAHO

CLEARWATER SUMMIT GROUP, INC.
 SPOKANE COUNTY, WASHINGTON

By _____
 Steve Widmyer, Mayor

By _____
 Its: _____

ATTEST:

ATTEST:

 Renata McLeod, City Clerk

**CITY COUNCIL
STAFF REPORT**

DATE: September 3, 2019

FROM: Mike Gridley, City Attorney

SUBJECT: Transfer of real property from ignite cda for the Museum of North Idaho relocation project and approval of the Lease Agreement with the Museum of North Idaho

=====

DECISION POINT:

Should City Council accept the transfer of real property located on Young Avenue adjacent to Tubbs Hill from ignite cda (“ignite”) and then enter into a Lease Agreement to lease the property to the Museum of North Idaho (“MNI”) for the relocation of the Museum?

HISTORY:

The ignite board has approved the transfer of approximately one acre of real property on Young Avenue adjacent to Tubbs Hill currently owned by ignite to the City for the intended use of allowing the MNI to relocate the White house to that property and the adjacent property owned by the City (see attached picture and the legal description attached to the Special Warranty Deed for property location). If the City accepts the transfer from ignite then the City will be asked to approve a Lease Agreement leasing the property to MNI for its relocation project.

The transfer and consolidation of the ignite and City properties is being done to facilitate the relocation by MNI of the White house from 8th and Sherman and the eventual relocation of the MNI from City Park to the property.

FINANCIAL ANALYSIS:

There is no direct financial cost to the City. The Lease Agreement with the MNI provides that the MNI will pay one hundred dollars per year to lease the property from the City. The initial lease term is 25 years and is renewable for an additional 25 years.

PERFORMANCE ANALYSIS:

The property transferred by ignite is intended to be used by the MNI for a museum. However, if MNI ceases to use the property the Declaration of Deed Restrictions and Covenants, Special Warranty Deed and the Agreement of Property Transfer require that the property be utilized and accessible by the public, preserved, used and maintained, in perpetuity, for recreational or educational activities or other public uses and not for residential, commercial, administrative or maintenance/storage facilities unrelated to the allowable uses.

The Lease Agreement requires the MNI to have an endowment fund of at least \$215,000 to ensure ongoing maintenance of the White house and that a Certificate of Occupancy must be obtained by December 31, 2020. Maintenance of the museum building and grounds are the responsibility of the MNI.

DECISION POINT/RECOMMENDATION:

Staff recommends that the City Council accept the transfer of the real property from ignite with the stated restrictions on the use of the property and that City Council should approve the Lease Agreement with MNI for the use of the property.

SUBJECT PHOTOGRAPHS



Area outlined in red is currently owned by ignitecda.
Area outlined in yellow is owned by the City of Coeur d'Alene.



SUBJECT PHOTOGRAPHS



Area outlined in red is currently owned by ignitecda.
Area outlined in yellow is owned by the City of Coeur d'Alene.



Lease Property



RESOLUTION NO. 19-040

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE ACCEPTANCE OF THE DECLARATION OF DEED RESTRICTIONS AND COVENANTS; ACCEPTING THE SPECIAL WARRANTY DEED; AND APPROVING AN AGREEMENT OF PROPERTY TRANSFER FROM IGNITE CDA FOR THE YOUNG AVENUE LOTS.

WHEREAS, the City Attorney of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene approve the acceptance of the Declaration of Deed Restrictions and Covenants; accept the Special Warranty Deed; and approve an Agreement of Property Transfer from ignite cda for the Young Avenue lots, pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "A" 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 approve the acceptance of the Declaration of Deed Restrictions and Covenants; accept the Special Warranty Deed; and approve an Agreement of Property Transfer from ignite cda for the Young Avenue lots, in substantially the form attached hereto as Exhibit "A" 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 3rd day of September, 2019.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER ENGLISH Voted _____

_____ was absent. Motion _____.

DECLARATION OF DEED RESTRICTION AND COVENANTS

This Declaration of Deed Restriction and Covenants (“Deed Restriction”) is made this 3rd day of September, 2019, by the Coeur d’Alene Urban Renewal Agency dba ignite cda (the “Declarant”), an independent public body, corporate and politic created and existing in the City of Coeur d’Alene, Idaho, whose address is 105 N. 1st Street, Suite 100, Coeur d’Alene, ID, 83814.

RECITALS

A. Declarant is the owner of certain real property legally described on the attached Exhibit A and depicted on the attached Exhibit B (hereinafter, the “Property”). The Property is commonly known as the Young Avenue Property.

B. The Property lies adjacent to a parcel of property owned by the City of Coeur d’Alene, Idaho (the “City”) (see Exhibit B).

C. Declarant makes this Deed Restriction to protect the Property by requiring that the Property be preserved, used and maintained, in perpetuity, as a public space for the purposes set forth below, and that the rights and obligations created herein shall run with the land, and be permanent and binding on all successive or future owners of the Property.

NOW THEREFORE:

1. Use. Declarant hereby grants to the public and creates and imposes the following Deed Restriction on the Property.

(a) The Property shall forever be utilized and accessible by the public, preserved, used and maintained, in perpetuity, for recreational or educational activities or other public uses.

(b) No buildings, structures or concessions shall be erected, maintained or permitted upon the Property except within the proper use of the Property described in (a) above, including, but not limited to the Museum of North Idaho, and specifically excluding residential, commercial, administrative or maintenance/storage facilities unrelated to the allowable uses.

2. Declaration of Restrictions and Covenants. Declarant hereby declares that the Property shall be held, leased, occupied and used subject to this Deed Restriction, which shall run with the land and be binding on all heirs, successors, assigns, occupiers, and lessees. There shall be no subdivision or partitioning of the Property unless the restrictions set forth in this Deed Restriction remain attached to all such parcels, partitions, and areas of the Property.

3. Rights of General Public. Declarant grants and conveys to the general public the right to use and enjoy the Property consistent with this Deed Restriction subject to such reasonable rules and regulations, and time, place and manner restrictions as City may adopt to the extent permitted by applicable law.

4. Restrictions on Declarant. Declarant and its heirs, successors, assigns, occupiers, and lessees shall not allow, impose, or permit any use of the Property that is not consistent with this Deed Restriction.

5. Perpetual Duration. The provisions of this Deed Restriction shall be deemed to be covenants running with and binding the land comprising the Property and shall continue in perpetuity.

6. Rights of Declarant and City. To accomplish the purposes stated above, the following rights are conveyed to Declarant and City:

(a) To enter upon the Property in a reasonable manner and at reasonable intervals and times for the purpose of monitoring compliance with this Deed Restriction.

(b) To proceed at law or in equity to enforce the provisions of this Deed Restriction.

7. Successors. The covenants, terms and restrictions of this Deed Restriction shall be binding upon and inure to the benefit of Declarant and City, and their respective heirs, successors, and assigns, and shall continue as a servitude running with the Property in perpetuity.

8. Subsequent Transfers. The Property is not subject to transfer or conveyance by the City.

9. Recordation. Declarant shall record this instrument in the official records of Kootenai County, Idaho.

10. Notices. All notices, consents, approvals or other communications required under the provisions of this Deed Restriction shall be in writing and shall be deemed properly given if hand delivered or sent by U.S. certified mail, return receipt requested, addressed to the appropriate party or successor in interest at the address most recently provided.

11. Miscellaneous Provisions.

(a) Severability. If any provision of this Deed Restriction or the application of it to any person or circumstance is found to be invalid, the remainder of the provisions of this Deed Restriction and the application of the provisions to persons or circumstances other than those as to which it is found to be invalid shall not be affected by the invalid provision.

(b) Amendment. This Deed Restriction may not be amended, terminated, or in any way modified without the express written approval of both Declarant and City. Provided, after dissolution of Declarant as an urban renewal agency or if Declarant no longer exists as a legal entity permitted to transact business under Idaho law, this Deed Restriction may be amended with the express written approval of the City following a properly noticed and regularly scheduled public meeting of the Coeur d'Alene City Council on the proposed amendment and the taking of public testimony at such meeting from residents of the City of Coeur d'Alene on the proposed amendment and a roll call

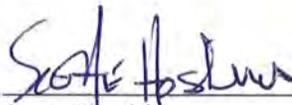
vote of the full City Council approving the amendment. For clarification, the intent of this section is to allow amendment of the Deed Restriction after a public meeting of the Deed Restriction with only City's approval if Declarant no longer exists or can no longer transact business.

(c) Controlling Law. The interpretation and performance of this Deed Restriction shall be governed by the laws of the State of Idaho.

(d) Recitals. The recitals contained in the preamble to this Deed Restriction are substantive and shall be deemed to be a part of this Deed Restriction.

12. Permitted Encumbrances. Notwithstanding the above, the owner of the Property may, in its discretion, grant an easement or easements over the Property for subsequent development of adjacent properties for utilities, egress, access, footing encroachments, foundation encroachments, or awning encroachments, so long as the encumbrances do not impact the public's right to use the Property as provided under Section 1 herein. Provided, the owner of the Property shall not grant easements for subsequent development of adjacent properties for air rights, surface encroachment, or subsurface encroachment.

DECLARANT: Coeur D'Alene Urban Renewal Agency dba ignite cda

By: 
Name: Scott Hoskins
Title: Board Chair

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 27th day of August, 2019, before me, a Notary Public in and for said State, personally appeared Scott Hoskins, known or identified to me to be the Board Chair of the Coeur d'Alene Urban Renewal Agency dba ignite cda, an independent public body, corporate and politic created and existing in the City of Coeur d'Alene, Idaho, and the person who executed the foregoing instrument, and acknowledged to me that he executed the same in said entity's name.

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



Scott Quade
Notary Public for Idaho
Residing at Coeur d'Alene, ID
My commission expires 11/24/21

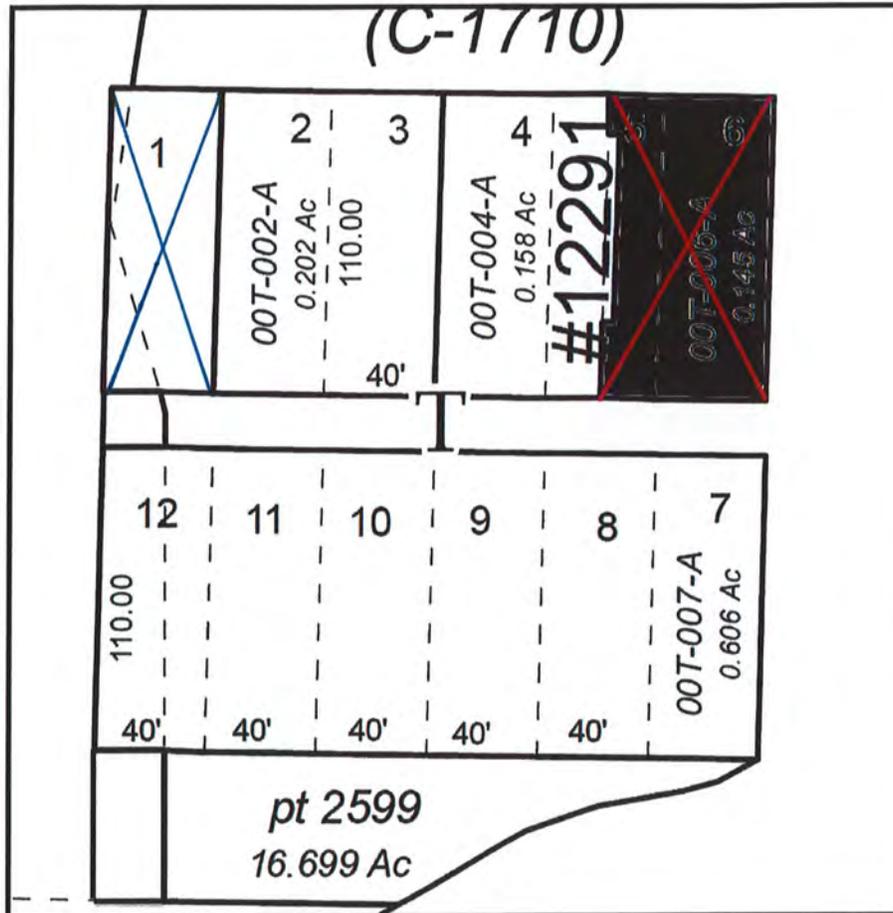
Exhibit A
Property Legal Description

The West one-half of Lot 5, and all of Lots 2, 3, 4, 7, 8, 9, 10, 11 and 12, Block T, City of Coeur d'Alene, Idaho, according to the plat recorded in Book A of Plats, Page 79, Records of Kootenai County, Idaho;

TOGETHER WITH a portion of the East one-half of Lot 5, Block T, City of Coeur d'Alene, Idaho, according to the plat recorded in Book A of Plats, Page 79, Records of Kootenai County, Idaho, and particularly described as follows:

Commencing at the northwest corner of Lot 6, thence westerly along said north property line of Lots 5 and 6 a distance of 20 feet; thence southerly along a line which is characterized as the "midline" or a line running north/south bisecting Lot 5 a distance of 14.26 feet to the Point of Beginning; thence in an easterly direction approximately 4.1 feet; thence in a southerly direction a distance of approximately 68 feet; thence in a westerly direction a distance of approximately 4.1 feet to the midline of Lot 5; thence north a distance of approximately 68 feet to the Point of Beginning.

Exhibit B
Depiction of Property (including City's open space property)



SPECIAL WARRANTY DEED

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, Coeur d'Alene Urban Renewal Agency dba ignite cda, an independent public body, corporate and politic created and existing in the City of Coeur d'Alene, Idaho (the "Grantor"), whose address is 105 N. 1st Street, Suite 100, Coeur d'Alene, ID, 83814, does hereby grant and convey unto the City of Coeur d'Alene, Idaho (the "Grantee"), whose address is 710 E. Mullan Avenue, Coeur d'Alene, ID, 83814, all of Grantor's right, title and interest in the real property described on **Exhibit A** attached hereto and incorporated herein by this reference (the "Property"), commonly known as Young Avenue Property, SUBJECT TO the Deed Restriction hereinafter described.

In compliance with the Grantor's Lake District Urban Renewal Project Plan, the Grantor has retained the Property as public space, and has executed that certain Declaration of Deed Restriction and Covenants, recorded _____, 2019, as Instrument No. _____, Kootenai County, Idaho (the "Deed Restriction") to protect the Property by requiring that the Property be utilized and accessible by the public, preserved, used and maintained, in perpetuity, for recreational or educational activities or other public uses, including but not limited to, the Museum of North Idaho, and specifically excluding residential, commercial, administrative or maintenance/storage facilities unrelated to the allowable uses, and substantially and materially consistent with uses, limitations, covenants and restrictions existing as of the date and time of the recording of the Deed Restriction, and providing that the rights and obligations created therein shall run with the Property and be permanent and binding on all successive or future owners thereof. **By its execution of this Special Warranty Deed below, the Grantee takes the Property subject to the Deed Restriction.**

TO HAVE AND TO HOLD the Property, with its appurtenances, unto the Grantee, and its successors and assigns forever.

Together with all and singular the improvements, hereditaments, and appurtenances thereon and thereunto belonging or in anywise appertaining, and the reversion or reversions, remainders, rents, issues and profits thereof; and all of the estate, title, interest, claim and demand whatsoever of the Grantor, either in law or in equity, of, in and to the Property with said improvements, hereditaments and appurtenances.

Grantor makes no covenants or warranties with respect to title, express or implied, other than as expressly stated hereinafter. Grantor has not conveyed the same estate to any person other than Grantee and that such estate is at the time of the execution of this instrument free from encumbrances caused, created, or suffered directly by Grantor, except for (i) those matters appearing of record, (ii) those matters appearing upon the face of land, (iii) any matters arising from the acts or omissions of Grantee or Grantee's agents. Grantor hereby covenants to and with Grantee and its successors, heirs and assigns that Grantor shall warrant and defend the same against any other liens, claims, or encumbrances done, made or suffered by Grantor, or any person claiming under Grantor, but none other.

THE PROPERTY IS GRANTED AND CONVEYED TO GRANTEE AS IS, WHERE IS, AND WITH ALL FAULTS AND DEFECTS, INCLUDING BOTH LATENT AND PATENT DEFECTS. OTHER THAN AS EXPRESSLY SET FORTH HEREIN, NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE BY GRANTOR CONCERNING THE PROPERTY. GRANTEE, BY ACCEPTING THIS DEED, RELEASES GRANTOR FROM ANY AND ALL LIABILITY RELATING TO ANY ASPECT OR CONDITION OF THE PROPERTY, KNOWN OR UNKNOWN, FORESEEABLE OR UNFORESEEABLE, ACTUAL OR CONTINGENT, ARISING BY STATUTE, COMMON LAW OR OTHERWISE.

Exhibit A

Legal Description of Property

The West one-half of Lot 5, and all of Lots 2, 3, 4, 7, 8, 9, 10, 11 and 12, Block T, City of Coeur d'Alene, Idaho, according to the plat recorded in Book A of Plats, Page 79, Records of Kootenai County, Idaho;

TOGETHER WITH a portion of the East one-half of Lot 5, Block T, City of Coeur d'Alene, Idaho, according to the plat recorded in Book A of Plats, Page 79, Records of Kootenai County, Idaho, and particularly described as follows:

Commencing at the northwest corner of Lot 6, thence westerly along said north property line of Lots 5 and 6 a distance of 20 feet; thence southerly along a line which is characterized as the "midline" or a line running north/south bisecting Lot 5 a distance of 14.26 feet to the Point of Beginning; thence in an easterly direction approximately 4.1 feet; thence in a southerly direction a distance of approximately 68 feet; thence in a westerly direction a distance of approximately 4.1 feet to the midline of Lot 5; thence north a distance of approximately 68 feet to the Point of Beginning.

SUBJECT TO that certain Declaration of Deed Restriction and Covenants, recorded _____, 2019, as Instrument No. _____, Kootenai County, Idaho.

AGREEMENT OF PROPERTY TRANSFER

THIS AGREEMENT OF PROPERTY TRANSFER (“**Agreement**”) is entered into as of the 3rd day of September, 2019, by and between the Coeur d’Alene Urban Renewal Agency, dba ignite cda, an independent public body corporate and politic of the State of Idaho (“**Agency**”), and the City of Coeur d’Alene, Kootenai County, Idaho, a body politic and corporate duly organized, operating and existing under the laws of the State of Idaho (the “**City**”). The Agency and City may be collectively referred to herein as the “**Parties**” and individually referred to as a “**Party**.”

A. The Agency owns or controls certain real property in Kootenai County, State of Idaho, situated within the Agency’s Lake District area pursuant to the Agency’s Lake District Urban Renewal Project Plan (the “**Plan**”), which real property is contiguous to certain property owned by the City. The Agency’s property (collectively the “**Property**”) is more particularly described on Exhibit A attached hereto.

B. As provided in Section 50-2011(a), Idaho Code, the Agency desires to transfer the Property to the City for use by the public in accordance with the Plan, subject to certain restrictions of record pursuant to Declaration of Deed Restriction and Covenants recorded on _____, as Instrument No. _____, Records of Kootenai County, Idaho (the “**Deed Restriction**”) to protect the Property by requiring that the Property be utilized and accessible by the public, preserved, used and maintained, in perpetuity, for recreational or educational activities or other public uses and not for residential, commercial, administrative or maintenance/storage facilities unrelated to the allowable uses.

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

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

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

2. **Transfer of Property.** Agency agrees to transfer the Property to the City pursuant to the terms of the Special Warranty Deed in the form attached to this Agreement as **Exhibit A**, which is incorporated herein by reference. The City agrees to accept the Property pursuant to the Special Warranty Deed, subject to the Deed Restriction.

3. **Obligations of City.** Pursuant to the Act, the City, as transferee of the Property, agrees the Property will be utilized and accessible by the public in accordance with the Deed Restriction.

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

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

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

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

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

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

AGENCY:	COEUR D'ALENE URBAN RENEWAL AGENCY dba ignite cda
	By: <u>Scott Hoskins</u> Scott Hoskins, Chair (Date)
CITY:	CITY OF COEUR D'ALENE, IDAHO
Steve Widmyer, Mayor	By: _____ Its: Mayor (Date)
Renata McLeod, City Clerk	Attest: By: _____ Its: Clerk (Date)

EXHIBIT A
FORM OF SPECIAL WARRANTY DEED

RESOLUTION NO. 19-041

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A LAND LEASE AGREEMENT OF CITY-OWNED LAND SOUTH OF CITY HALL NEAR THE INTERSECTION OF 8TH STREET AND YOUNG AVENUE WITH THE MUSEUM OF NORTH IDAHO, INC.

WHEREAS, the City Attorney of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a lease agreement with the Museum of North Idaho, Inc., a copy of which lease agreement is attached hereto marked Exhibit "A" 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 lease 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 land lease agreement of City-owned land south of City Hall near the intersection of 8th Street and Young Avenue with the Museum of North Idaho, Inc., a copy of which lease agreement is attached hereto marked Exhibit "A" and by reference made a part hereof.

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

DATED this 3rd day of September, 2019.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER ENGLISH Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

LAND LEASE AGREEMENT

THIS LAND LEASE is entered into this **day 3rd of September, 2019** by and between the **City of Coeur d'Alene**, hereinafter called "Lessor," and the **Museum of North Idaho, Inc.**, hereinafter called "Lessee", pursuant to the following terms and conditions:

1. **PREMISES.** Lessor hereby Leases to Lessee, and Lessee hereby Leases from Lessor, City owned land south of City Hall near 8th and Young Avenue as depicted in Exhibit A, attached, upon the terms and conditions set forth herein. The land so Leased is herein called the "Premises."
2. **TERM.** The Lease term shall be twenty-five (25) years (herein the "Initial Term") and shall be subject to an option to renew as set forth below.
3. **LEASE PAYMENT.** The lease payment shall be One Hundred Dollars (\$100.00) per year. All lease payments shall go into the Parks Capital Improvement Fund for improvements at Tubbs Hill McEuen Park. Payment shall be due each year on the first day of _____. Said payment shall be paid to Lessor at the City of Coeur d'Alene, Attn: Finance Department, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814. A late charge of twelve percent (12%) per annum or Twenty-five (\$25.00) dollars whichever is greater will be charged on payments received after the tenth (10) day following the due date.

In addition to the annual lease payment, the parties anticipate that the Lessee shall provide the Lessor with certain non-financial benefits and consideration. As such, at all times during the lease term the Lessee shall endeavor to: (i) collect, preserve and present to the public the history of Coeur d'Alene and the surrounding area through the preservation of artifacts, photographs and ephemera; (ii) operate in accordance with professional museum standards providing exhibits, research library, care for artifacts and public access; (iii) continue to maintain the historic 1880 Fort Sherman Chapel with funds received from donations, weddings and rentals; (iv) provide improved green space around the Premises; (v) provide after hour parking for citizens and visitors (except during special museum-related functions); (vi) provide interior meeting space and exterior event space to Lessor at a reduced fee; (vii) provide Lessor with reproductions or scans of historic photographs for Lessor's projects at a reduced rate; (viii) provide access to and complementary use of library research space and certain archives for citizens and visitors; (ix) provide space for and assistance in developing feature exhibits in partnership with community members to help citizens understand and appreciate the area's rich cultural heritage; and (x) create beneficial school programs in partnership with local K-12.

4. **LESSEE IMPROVEMENTS AND OPERATION OF MUSEUM:** Lessor shall allow Lessee at Lessee's cost to construct improvements on the Premises to house and support the Museum of North Idaho and associated operations. This includes the relocation of the White House to the Premises. Before the White House is relocated or any improvements are constructed on the Premises Lessee must have an endowment fund of not less than Two Hundred Fifteen Thousand Dollars (\$215,000.00) to ensure the ongoing maintenance and operation of the Museum and the Premises. If Lessee does not operate and fund the Museum in a manner that pays for all capital, maintenance, operation, utility and labor costs then Lessor reserves the right to cancel this lease, take ownership of all improvements on the Premises and

move the Lessee's personal property to storage at the Lessee's expense. The initial relocation of the White House to the Premises shall be completed and a Certificate of Occupancy obtained by December 31, 2020 or this Lease shall be terminated. Such initial relocation shall consist of setting the White House on its foundation and winterizing the building. Construction efforts to make the Premises available for public use shall resume in 2020. Lessee shall provide adequate parking for the use of the Premises.

5. **USE.** The Premises shall be primarily used for the purpose of housing and operating the Museum of North Idaho, together with any other operations allowable by law. Lessee shall observe such reasonable rules and regulations as set forth by Lessor with respect to hours, dates of operation, and other appropriate matters. Flexibility in the dates and hours of operation for special events will be allowed with written permission of Lessor.
6. **COMPLIANCE WITH THE LAW:** Lessee shall, at Lessee's expense comply with all applicable statutes, ordinances, rules, regulations, orders, covenants and restrictions of record. Lessee shall not use or permit use of the Premises in any manner that will tend to create a waste or nuisance. Lessee shall comply with the city's noise ordinance. Lessee further agrees that there will be no broadcasting of music outside of the building and all speakers will be positioned away from the surrounding neighborhood.
7. **POSSESSION.** If Lessor fails to deliver possession of Premises ready for occupancy at the commencement of the Lease term, Lessor shall not be liable for any damage caused thereby, nor shall this Lease become void or voidable, nor shall the Lease term be extended; but in such case, Lessee shall not be obligated to pay rent or perform any of the obligations of Lessee under the terms of this Lease until possession of the Premises is tendered to Lessee. If Lessee occupies the Premises prior to the Commencement Date, such occupancy shall be subject to all the provisions of this Lease and such occupancy shall not change the termination date of said Lease.
8. **ACCEPTANCE OF PREMISES.** The taking of possession by Lessee shall be deemed Lessee's agreement and acknowledgment that the Premises is in a tenantable and good condition, and that Lessor has completed all work agreed to be accomplished by Lessor at Lessor's expense under the terms of this Lease to prepare the Premises for Lessee's occupancy.
9. **UTILITIES.** Lessee shall pay timely, when and as due, all charges for utilities furnished to, used upon or charged against said Premises during the term hereof, including but not limited to charges for telephone, water, sewer, garbage, electricity, gas, oil or other heating facility. This includes all hook-up and capital fees for utilities.
10. **CARE OF PREMISES, REPAIRS AND ALTERATION.** Lessee shall take good care of the Premises. Lessee shall exercise reasonable care to maintain safe conditions of the Premises at all time. Lessee is responsible for all maintenance and operational expenses and labor and utilities for the Premises.
11. **WAIVER OF CLAIMS.** Notwithstanding anything to the contrary contained herein, Lessor and Lessee do each hereby release and relieve the other from responsibility for and waive their entire claim of recovery for:

- A) Any loss or damage to the real or personal property of either party located anywhere in the building, and including the building itself, arising out of or incident to the occurrence of any of the perils which may be covered by any casualty insurance policy, with extended coverage endorsement, in common use in the Coeur d'Alene locality,
 - B) Loss resulting from business interruption at the premises or loss of rental income from the building, arising out of or incident to the occurrence of any of the perils which may be covered by a business interruption insurance policy and by the loss of rental income insurance policy in common use in the Coeur d'Alene locality.
12. **EMPLOYEES.** All employees and staff shall pass a background check prior to working on the Premises. Cost of the background check shall be paid by Lessee. All employees and staff shall adhere to Lessee's dress code while on duty.
13. **INSURANCE.** Certificates of insurance evidencing both casualty and liability insurance coverages shall be provided to Lessor at the start of Lessee's possession. Lessee shall, at all times during the term hereof and at Lessee's cost and expense, maintain in effect bodily injury and property damage insurance adequate to protect Lessor and naming Lessor as an additional named insured against liability for injury to or death of any person or damage to property in connection with the use, operation or condition of the Premises, in an amount not less than \$1,000,000.00.
14. **ACCIDENTS AND INDEMNITY BY LESSEE.** Lessee shall defend and indemnify Lessor, and save it harmless from and against any and all liability, damages, costs, or expenses, including reasonable attorney's fees, arising from any act, omission, negligence or willful misconduct of Lessee, or the officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors of Lessee in or about the Premises, or, arising from any accident, injury, or damage, whatsoever and by whomsoever caused, to any person or property occurring in or about the Premises; provided that the foregoing provision shall not be construed to make Lessee responsible for loss, damage, liability or expense resulting from injuries to third parties caused by the gross negligence or willful misconduct of Lessor, or of any officer, contractor, licensee, agent, servant, employee, guest, invitee or visitor of Lessor.
15. **ASSIGNMENT AND SUBLETTING.** Lessee shall not assign this Lease, nor any interest herein, and the Lease, or any interest hereunder, shall not be assigned by operation of law, and Lessee will not sublet said Premises to a third party or parties without first obtaining the written consent of Lessor; which consent shall not be unreasonably withheld or delayed. In the event such written consent shall be given, no other subsequent assignment, subrental or subletting shall be made without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

Notwithstanding the foregoing, the parties acknowledge and agree that the Lessee is authorized to rent portions of the Premises to third parties on a limited short-term basis and without the Lessor's prior written approval. Such limited short-term uses shall include, yet are not limited to renting space for: (i) book club and other similar community group meetings; (ii) weddings

and other private events; (iii) fund raising events; and (iv) other like and similar meetings and events.

16. **SIGNS.** Subject to Lessor's prior written consent, Lessee may erect and maintain any appropriate and legal signs on the building and Premises, at its own expense and remove such signs without damage to the building or Premises upon termination of the lease or Lessee's occupancy.

17. **LIENS AND INSOLVENCY.** Lessee shall keep the Premises and the building free from any liens arising out of any work performed, materials ordered or obligations incurred by Lessee. If Lessee becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, assignee or other liquidating officer is appointed for the business of Lessee, then Lessor may cancel and terminate this Lease at Lessor's option.

18. **ASSURANCES:**

A. The Museum agrees not to exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity, any person in the United States on the grounds of race, color, national origin, or sex, not discriminate on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, or on the basis of religion, except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Act of 1964, or Title VII of the Act of April 11, 1968, shall also apply. This assurance includes compliance with the administrative requirements of the Revenue Sharing final handicapped discrimination provisions contained in Section 51.55(c), (d), (e), and (k)(5) of the Regulations.

B. The Museum agrees to place the Mayor of the City of Coeur d'Alene on the Museum mailing list and to strive to keep the City informed in every way of Museum programs and activities. The Museum further agrees to report to the Mayor on the condition of the building at any time as the Mayor may elect on any matters encompassed by this lease.

19. **DEFAULT AND RE-ENTRY.** Except for a default under the preceding paragraph for which immediate right of termination is given Lessor, if Lessee fails to pay when due any amounts due under this Lease, or to perform any other covenant under this Lease within sixty (60) days after written notice from Lessor stating the nature of the default, Lessor may cancel this Lease and re-enter and take possession of Premises using all necessary force to do so; provided, however, that if the nature of such default is such that the same cannot reasonably be cured within such sixty (60) day period, Lessee shall not be deemed to be in default if Lessee shall within said period commence such cure and thereafter diligently prosecute the same to completion. Notwithstanding any retaking of possession by Lessor, Lessee's liability for the rent provided herein shall not be extinguished for the balance of the term of this Lease. Upon such default, cancellation or re-entry, Lessor may elect either:

A) to terminate this Lease or;

B) without terminating this Lease, to relet or attempt to relet all or any part of the Premises upon such terms and conditions as Lessor may deem advisable, in which

event the rents received on such reletting shall be applied first to the expenses of reletting and collection, including necessary renovation and alteration of the Premises, reasonable attorneys' fees and real estate commissions paid, and thereafter to payment of all sums due or to become due Lessor hereunder.

In either event, liability of Lessee for full rental provided for herein shall not be extinguished for the balance of the term of this Lease, and Lessee covenants and agrees to make good to Lessor any deficiency arising from a re-entry and reletting of the Premises at a lesser rental than the rental herein agreed to, and Lessor may bring an action therefor as such deficiency shall arise. If Lessor elects the latter, it shall have the right to let any other available space in the office building before reletting or attempting to relet the Premises and such action by Lessor shall not relieve Lessee from any of Lessee's obligations hereunder. Lessee hereby waives all claims for damages that may be caused by Lessor's re-entry and taking possession of the Premises or removing and storing the property of Lessee as provided in this Lease, and Lessee will save Lessor harmless from loss, costs or damages caused to Lessor. Such re-entry shall be considered a forcible entry.

20. **REMOVAL OF PROPERTY.** If Lessee shall fail to remove any of its personal property from the Premises or the building at the termination of this Lease Lessor may, at its option, remove and store said property without liability for loss thereof or damage thereto, such storage to be for the account and at the expense of Lessee. If Lessee does not pay the cost of storing such property after it has been stored for a period of thirty (30) days or more, Lessor, may at its option, sell, or permit to be sold, any or all of such property at public or private sale, in such manner and at such time and place as Lessor shall select. The Lessor shall apply proceeds of such sale first to the cost and expense of said sale, including reasonable attorneys' fees actually incurred, second, to the payment of the costs or charges for storing any such property, third, to the payment of any other obligations which may then be or thereafter become due to Lessor, and fourth, the balance, if any, to Lessee.
21. **OPTION TO RENEW.** Lessee is hereby granted an option to renew this lease for up to (3) three additional periods of twenty-five (25) years upon the same terms and conditions as the Initial Term. In order to exercise this option to renew, Lessee shall on or before sixty (60) days prior to the termination of this lease, serve upon Lessor a written notice of their intention to renew this lease.
22. **NON-WAIVER.** Waiver by Lessor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease, other than the failure of Lessee to pay the particular rental so accepted regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent of this Lease.
23. **SURRENDER OF POSSESSION.** Upon termination of this Lease, whether by lapse of time or otherwise, Lessee shall promptly and peacefully surrender Premises to Lessor. At the time of any such surrender of possession, Lessee shall have the right to sell the White House and any all improvements constructed, erected or otherwise placed upon the Premises by Lessee to

a third-party purchaser acceptable to Lessor. In the event no such third party-purchaser is procured, ownership of such improvements shall pass to Lessor. Provided, ownership and the right of possession of any and all personal property located on or within any portion of the Premises shall remain with Lessee. **HOLDOVER.** If Lessee shall, with the written consent of Lessor, hold over after the expiration of the term of this Lease, such tenancy shall be a month-to-month tenancy, which may be terminated with thirty (30) days written notice by either party. During such tenancy the Lessee agrees to pay to Lessor an amount equal to 100% of the lease payment provided for herein, and to be bound by all terms, covenants and conditions of the Lease.

24. **TAX ON RENTAL.** The rent stated in paragraph 3 is exclusive of any sales, business and occupation, or any other tax based upon or measured by rents payable to Lessor hereunder. If during the Lease term any such tax becomes payable by Lessor to any governmental authority, the rent hereunder shall be deemed increased to net Lessor the same rent after payment by Lessor of any such tax as would have been payable to Lessor prior to the imposition of such tax. The foregoing does not apply to income, inheritance, gift or succession taxes payable by Lessor.
25. **NOTICES.** All notices under this Lease shall be in writing and delivered in person or sent by certified mail to Lessor's representative at the same place rent payments are made, and to Lessee at the Premises or such address as may hereafter be designated by either party in writing. Notices mailed shall be deemed given on the date of such mailing.
26. **COSTS AND ATTORNEYS' FEES.** If Lessee or Lessor shall bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease, including any suit by Lessor for the recovery of rent or possession of the Premises, the losing party shall pay the prevailing party reasonable attorneys' fees and costs in such suit.
27. **QUIET ENJOYMENT.** Lessor warrants that is has full right to execute and perform the Lease and to grant the estate demised herein, upon payment of rent by Lessee and upon Lessee's performance of all the covenants, terms and conditions Lessee shall peaceably and quietly hold and enjoy the Premises for the term hereby demised, without hindrance or interruption by the Lessor.
28. **CAPTIONS, CONSTRUCTION, and GOVERNING LAW.** The title to paragraphs of this Lease is for convenience only and shall have no effect upon the construction or interpretation of any part thereof. This Lease shall be construed and governed by the laws of the State of Idaho.
29. **LESSOR'S CONSENT.** Whenever Lessor's consent is required under the terms hereof, such consent shall not be unreasonably withheld.
30. **SUCCESSORS.** All of the covenants, agreements, terms and conditions contained in this Lease shall apply to and be binding upon Lessor and Lessee and their respective heirs, executors, and assigns.
31. **OTHER AGREEMENTS.** This Lease supersedes any and all other agreements whether written or oral which have or may have existed in the past between Lessor and Lessee.

32. **AUTHORITY.** Lessee warrants that he has all power and authority to enter into and execute this Lease and to perform the obligations of Lessee hereunder.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease Agreement on the date first above written.

LESSOR:
City of Coeur d'Alene
Kootenai County, Idaho

LESSEE:
Museum of North Idaho, Inc.

By: _____
Steve Widmyer, Mayor

By: _____

Its: _____

ATTEST:

ATTEST:

Renata McLeod, City Clerk

By: _____

Exhibit "A"

Lease Property



PUBLIC HEARINGS



Finance Department Staff Report

Date: September 3, 2019
From Vonnie Jensen, Comptroller
Subject: Fiscal Year 2019-20 Financial Plan

Decision Point: To approve Council Bill No 19-1014, the Annual Appropriation for the fiscal year beginning October 1, 2019.

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

Financial analysis: The financial plan is an estimate of revenues and expenditures 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 document 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% increase in property tax revenue to the City, new growth from property taxes but no foregone property taxes.

Decision Point: To approve Council Bill No 19-1014, the Annual Appropriation for the fiscal year beginning October 1, 2019.

CITY OF COEUR D'ALENE

2019-20 BUDGET

Budget Changes Year over Year - General Fund & Library

		FY 18-19 Adopted Budget	FY 19-20 Proposed Budget	Increase (Decrease) Over Previous Yr
Mayor / Council		264,838	265,825	987
Change in Health Insurance & Health Reimb Account	987			
	<u>987</u>			
Administration		320,169	216,721	(103,448)
Project Coordinator position removed	(98,878)			
Merit Increases	3,259			
Increase in PERS rate - from 11.32% to 11.94%	753			
2.5% COLA	4,530			
Change in Health Insurance & Health Reimb Account	(112)			
Decrease in Professional Services	(11,000)			
Decrease in Training & Dues/Subscriptions	(1,800)			
Decrease in Other Services and Supplies	(200)			
	<u>(103,448)</u>			
Finance				
Merit increases	5,666	1,182,771	1,197,516	14,745
Increase in PERS rate - from 11.32% to 11.94%	2,095			
2.5% COLA	13,035			
Savings due to retirement	(15,001)			
Change in Health Insurance & Health Reimb Account	(10,300)			
Increase in Insurance Premiums (ICRMP)	30,000			
Interfund Transfer Study	(20,000)			
Actuarial Study - required every other year	9,000			
Increase in Other Services and Supplies	250			
	<u>14,745</u>			
Municipal Services		1,881,130	1,820,374	(60,756)
Merit Increase	28,134			
2.5% COLA	24,429			
Increase in PERS rate - from 11.32% to 11.94%	3,877			
Decrease in Health Insurance / Health Reimbursement Acct	(19,092)			
Decrease in Software Licensing	(61,329)			
Decrease in City Wide Automation Plan	(36,251)			
Increase in Professional Services / Audio Visual	1,909			
Increase in Repair & Maintenance of Security Camera Equipment	11,000			
Increase in Dues and Subscriptions	1,193			
Increase in Other Services and Supplies	1,374			
Decrease in Capital Outlay - Public Records Software	(16,000)			
	<u>(60,756)</u>			

CITY OF COEUR D'ALENE

2019-20 BUDGET

Budget Changes Year over Year - General Fund & Library

		FY 18-19 Adopted Budget	FY 19-20 Proposed Budget	Increase (Decrease) Over Previous Yr
Human Resources		387,110	400,519	13,409
Merit Increase	9,456			
Decrease in Health Insurance / Health Reimbursement Acct	(1,209)			
2.5% COLA	6,449			
Increase in PERS rate - from 11.32% to 11.94%	1,015			
Decrease in Dues / Subscriptions and Tuition Reimbursement	(4,552)			
Increase in Other Services and Supplies	2,250			
	<u>13,409</u>			
Legal Department		1,231,937	1,291,857	59,920
Merit Increase	3,953			
Increase in Health Insurance / Health Reimbursement Acct	1,472			
2.5% COLA	24,949			
Increase in PERS rate - from 11.32% to 11.94%	4,137			
Half Time Deputy City Attorney to Full-Time	27,509			
Decrease in Office Equipment	(6,000)			
Increase in Travel and Training	3,900			
	<u>59,920</u>			
Planning		727,982	973,288	245,306
Merit Increase	10,414			
Increase in Health Insurance / Health Reimbursement Acct	17			
2.5% COLA	13,018			
Increase in PERS rate - from 11.32% to 11.94%	2,123			
CDBG Position moved from Municipal Services	55,534			
Increase in Professional Services - Comp Plan	166,000			
Decrease in Other Services and Supplies	(1,800)			
	<u>245,306</u>			
Building Maintenance		552,832	675,981	123,149
Merit Increase	3,525			
Decrease in Health Insurance / Health Reimbursement Acct	(115)			
2.5% COLA	5,003			
Increase in PERS rate - from 11.32% to 11.94%	938			
Decrease in Part-time Janitorial	(4,602)			
Increase in R/M Mechanical - Police Dept Pump Replacement	6,900			
Increase in Contract Services	3,000			
Increase in Supplies and Repair & Maintenance	4,500			
Increase in Travel and Training	1,000			
Increase in Capital Outlay - Police Dept ALC	95,000			
Increase in Capital Outlay - Streets Building Roof	8,000			
	<u>123,149</u>			

CITY OF COEUR D'ALENE

2019-20 BUDGET

Budget Changes Year over Year - General Fund & Library

		FY 18-19 Adopted Budget	FY 19-20 Proposed Budget	Increase (Decrease) Over Previous Yr
Police		14,672,756	15,974,160	1,301,404
	Merit Increase	273,845		
	2.5% COLA	261,268		
	1.0% Wage Adjustment	79,588		
	Increase in PERS rate - from 11.66% to 12.28%	14,751		
	1 Officer - SRO	89,461		
	Change in Health Insurance / Health Reimbursement Acct	31,706		
	Correction to Call-Out Availability	103,098		
	Increase in Uniforms	18,045		
	Increase in Technology	167,600		
	Increase in Fuels	5,954		
	Increase in Software Maintenance Fees	25,140		
	Increase for Radios	53,100		
	Increase in Other Services and Supplies	3,608		
	Decrease in R/M Radar / Radio	(122,000)		
	Increase in Patrol Vehicles & Equipment for Vehicles	296,240		
		<u>1,301,404</u>		
KCJA	Decrease in Vehicles and Minor Equipment - restricted funds	<u>(100,000)</u>	100,000	(100,000)
		<u>(100,000)</u>		
Fire		10,047,296	10,575,497	528,201
	Merit Increase	119,030		
	2.5% COLA	157,000		
	1.0% Wage Adjustment	74,125		
	Increase in PERS rate - from 16.66% to 17.28%	10,483		
	Increase in Health Insurance / Health Reimbursement Acct	19,371		
	Increase to Constant Manning and Overtime	52,006		
	Increase for Tubbs Hill mitigation work	40,000		
	Increase in Operating Supplies	6,007		
	Increase to Fuels	5,074		
	Increase to Travel & Training	12,400		
	Increase to Communications	7,610		
	Increase to R/M Auto	2,095		
	Furnaces for Fire Stations	23,000		
		<u>528,201</u>		

CITY OF COEUR D'ALENE

2019-20 BUDGET

Budget Changes Year over Year - General Fund & Library

		FY 18-19 Adopted Budget	FY 19-20 Proposed Budget	Increase (Decrease) Over Previous Yr
Streets		4,926,544	5,039,108	112,564
Merit Increase	56,073			
2.5% COLA	61,572			
Increase in PERS rate - from 11.32% to 11.94%	10,191			
Remove Assistant Director Position	(116,891)			
Add Electrician Assistant	75,313			
Increase in Health Insurance / Health Reimbursement Acct	2,242			
Increase in Overtime	12,810			
Decrease in Unemployment	(5,000)			
Increase in KMPO / Public Transportation	34,904			
Increase in R/M Grounds / Asphalt	15,000			
Increase in R/M Traffic Lights	17,000			
Increase in Equipment Rental	20,000			
Increase in Leaf Pickup	10,000			
Other Increases in Services and Supplies	5,850			
Decrease in Capital Equipment - other	(86,500)			
	<u>112,564</u>			
Parks		2,301,573	2,497,538	195,965
Merit Increase	28,951			
2.5% COLA	24,534			
Increase in PERS rate - from 11.32% to 11.94%	3,961			
Parks Maintenance Worker	72,642			
Increase in Part-Time	14,471			
Change in Health Insurance & Health Reimb Account	(2,393)			
Decrease in Unemployment	(11,000)			
Increase in Professional Services	80,000			
Increase in Minor Equipment - 2 trailers from Parking	6,400			
Increase in Utilities - Water	15,000			
Other Increases in Services and Supplies	2,399			
Decrease in Capital Equipment	(39,000)			
	<u>195,965</u>			

CITY OF COEUR D'ALENE

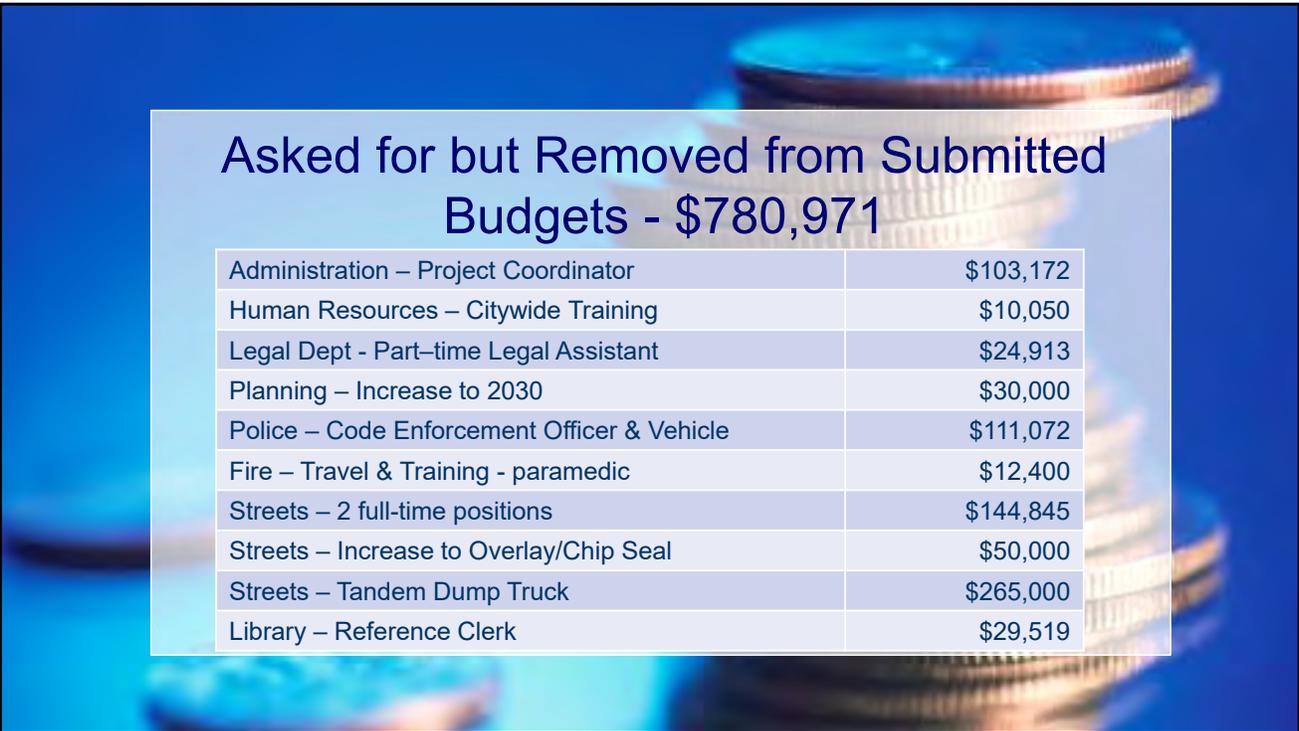
2019-20 BUDGET

Budget Changes Year over Year - General Fund & Library

	FY 18-19 Adopted Budget	FY 19-20 Proposed Budget	Increase (Decrease) Over Previous Yr
Recreation	762,423	761,988	(435)
Merit Increase	3,641		
2.5% COLA	8,505		
Increase in PERS rate - from 11.32% to 11.94%	1,420		
Change in Health Insurance & Health Reimb Account	(8,001)		
Increase in R/M Building / Grounds	4,000		
Increases in Services and Supplies	500		
Decrease in Capital Outlay - ATV 19-20 Pickup 18-19	(10,500)		
	<u>(435)</u>		
Building Inspection	960,120	963,810	3,690
Merit Increase	6,051		
2.5% COLA	17,839		
Increase in PERS rate - from 11.32% to 11.94%	2,709		
Change in Health Insurance & Health Reimb Account	(5,294)		
Savings due to retirement	(9,720)		
Increases in Services and Supplies	1,846		
Decrease in Capital Outlay	(9,741)		
	<u>3,690</u>		
General Government	86,850	125,750	38,900
Decrease in SA Acquirer to Kootenai County	(50)		
Increase in Transfer to Street Lighting Fund	38,950		
	<u>38,900</u>		
	<u>40,406,331</u>	<u>42,779,932</u>	<u>2,373,601</u>
Library	1,724,388	1,785,766	61,378
Merit Increase	20,327		
Savings due to retirement	(20,792)		
2.5% COLA	26,111		
Increase in PERS rate - from 11.32% to 11.94%	4,312		
Increase in Health Insurance / Health Reimbursement Acct	920		
Increase in Computer Maintenance	23,000		
Increase in Utilities	10,000		
Decrease in Other Services and Supplies	(2,500)		
	<u>61,378</u>	<u>1,724,388</u>	<u>1,785,766</u>
			<u>61,378</u>

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Fiscal Year 2019-2020 Preliminary Financial Plan

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Asked for but Removed from Submitted Budgets - \$780,971

Administration – Project Coordinator	\$103,172
Human Resources – Citywide Training	\$10,050
Legal Dept - Part-time Legal Assistant	\$24,913
Planning – Increase to 2030	\$30,000
Police – Code Enforcement Officer & Vehicle	\$111,072
Fire – Travel & Training - paramedic	\$12,400
Streets – 2 full-time positions	\$144,845
Streets – Increase to Overlay/Chip Seal	\$50,000
Streets – Tandem Dump Truck	\$265,000
Library – Reference Clerk	\$29,519

Significant Changes to Revenue - General Fund

New Growth	+\$404,623
3% Increase to Tax Budget	+\$655,361
Highway User Tax, Sales Tax & Liquor Tax	+\$477,068
Property Tax Collections Prior Years	+248,322
Transfers In from Other Funds	+\$121,110
Interest	+110,000
Fund Balance	+\$392,754

New Construction History

Tax Year	Tax Dollars
2020	\$404,623
2019	\$492,918
2018	\$375,549
2017	\$325,934
2016	\$827,349
2015	\$669,966
2014	\$634,197
2017 Deannexation	\$538,311

Tax Levy

FY 2018-19 Non-exempt tax budget	\$21,845,355
3% Increase	\$655,361
New Construction Roll	\$404,623
2015 GO Bond Levy	\$878,932
Total amount to Levy	\$23,784,271

History of Tax Increases

Tax Year	Amount Taken of 3% Allowed	
2020 Proposed	\$655,361	3%
2019	\$-0-	
2018	\$-0-	
2017	\$490,553	2.5%
2016	\$-0-	
2015	\$-0-	
2014	\$-0-	
2013	\$329,432	2%
2012	\$-0-	

Estimated Fund Balance

Unassigned Fund Balance at 9/30/18	\$9,799,963
18/19 Budgeted Use of Fund Balance	(\$607,819)
19/20 Preliminary Budget Use of FB	(\$1,000,573)
18/19 Projected Budget Amendments	(\$375,524)
Health Insurance Trust Fund	(\$1,600,000)
Projected Fund Balance 9/30/2020	\$6,216,047
9/30/18 Fund Balance - % of Revenues	24.67%
Projected 9/30/20 FB - % of Revenues	14.88%

Fiscal Year	Unassigned Fund Balance	Total Amended Budgeted Expenditures	% of Budgeted Expenditures to Fund Balance
2018	\$9,799,963	\$40,744,312	24.05%
2017	\$8,328,872	\$42,979,564	19.38%
2016	\$8,788,602	\$42,263,213	20.79%
2015	\$7,663,870	\$35,598,449	21.53%
2014	\$6,142,590	\$33,788,435	18.18%
2013	\$5,589,570	\$33,806,473	16.53%
2012	\$4,852,673	\$30,743,887	15.78%
2011	\$4,815,782	\$31,794,275	15.15%
2010	\$5,777,938	\$29,821,141	19.38%
2009	\$3,767,834	\$29,502,688	12.77%

Increase in Personnel Expenses Compared to Increase in Budgeted Taxes

Contracted Merit Increase	\$572,325
Contracted COLA Increases – 2.5%	\$648,242
Contracted Wage Adjustment – 1%	\$153,713
PERSI Increase	\$62,765
Total	\$1,437,045
New Growth	\$404,623
3% Increase in Budgeted Taxes	\$655,361
Total	\$1,059,984

Usage of Fund Balance

Fund Balance Budgeted	\$1,000,573
Planning Department – Comprehensive Plan	\$166,000
Street Department Building Roof Repair	\$25,000
Police Department HVAC & Pump Replacement	\$101,900
Police Department - Technology	\$167,600
Police Department - Vehicles	\$307,240
Fire Department – Furnaces	\$23,000
Street Department – Used Surplus Equipment	\$75,000
Street Department –Pothole Patching Machine	\$80,000
Recreation Department - ATV	\$9,500
Building Department - Vehicle	\$24,233

City-Wide Personnel Changes

Administration - Project Coordinator	-1 FTE	(\$98,878)
CDBG Administrator 50% to 75% grant funded	+0.25 FTE	\$13,759
Assistant City Attorney 50% to 100%	+0.5 FTE	\$28,033
Police – School Resource Officer	+1 FTE	\$89,000
Building Maintenance Part-time	-0.44 FTE	(\$4,447)
Parks Maintenance Worker	+1 FTE	\$72,643
Parks Department Part-time	+0.43 FTE	\$14,195
Wastewater – Collection Operator	+1 FTE	\$72,825

Taxable City Valuation

2020 Coeur d'Alene - Estimated	\$5,183,363,023
2019 Coeur d'Alene	\$4,502,081,793
Kootenai County	\$17,309,825,740
2018 Coeur d'Alene	\$3,972,167,331
Kootenai County	\$15,340,157,680

City Levy Rate

2020 – Estimated with 3%	\$4.64/\$1,000
2019	\$4.97/\$1,000
2018	\$5.51/\$1,000

3% Increase to Property Tax Bill Compared to 3% Increase to City's Budgeted Tax Revenues

Assessed Value	\$300,000
Homeowner's Exemption	\$100,000
Net Value	\$200,000

2018: $\$200.00 \times \$4.97 = \$994.00$

2019: $\$994.00 \times 3\% = \$1,023.82$

an increase of \$29.82 a year

3% increase to budget with no increase in property valuation

2019: $\$200.00 \times \$4.64 = \$928.00$

decrease of \$66 a year

Year over Year Comparison

0% Increase in Valuation

3% Increase in Property Taxes Received by the City

Assessed Value	\$300,000
Homeowner's Exemption	\$100,000
Net Value	\$200,000

2018: $\$200.00 \times \$4.97 = \$994.00$

\$82.83/Month

2019: $\$200.00 \times \$4.64 = \$928.00$

\$77.33/Month

Year over Year Comparison
 4.7% Increase in Valuation
 3% Increase in Property Taxes Received by the City

Assessed Value - 2018	\$300,000
Assessed Value – 2019 4.7% increase in valuation	\$314,100
Homeowner’s Exemption	\$100,000
Net Value	\$214,100

2018: $\$200.00 \times \$4.97 = \$994.00$

\$82.83/Month

2019: $\$214.10 \times \$4.64 = \$993.42$

\$82.78/Month

Estimated Increase (Decrease) to Monthly
 Tax Bill

0% Increase to Budgeted Tax Revenue with 0%	
Increase in Valuation	(\$7.66)
3% Increase to Budgeted Tax Revenue with 0%	
Increase in Valuation	(\$5.50)
0% Increase to Budgeted Tax Revenue with 10%	
Increase in Valuation	\$3.61
3% Increase to Budgeted Tax Revenue with 4.7%	
Increase in Valuation	\$-0-
3% Increase to Budgeted Tax Revenue with 10%	
Increase in Valuation	\$6.10

Parking Fund Contributions to Parks

Parks Maintenance Worker	\$72,000
Parks - Mower	\$12,000
Parks – Turf Vehicle	\$22,000
Parks - Tractor	\$22,000
Parks - Pickups	\$70,000
Parks Capital Fund – 3 rd St Boat Launch Camera	\$15,000
Parks Capital Fund – Harbor House Lift Station	\$15,000
Parks Capital Fund – Ramsey Park Irrigation	\$75,000
Parks Capital Fund – Tubbs Hill wildfire mitigation	\$40,000
Parks Capital – Misc – Design & Improvements	\$60,000
TOTAL	\$403,000

Questions?

ORDINANCE NO. _____
COUNCIL BILL NO. 19-1014

AN ORDINANCE ENTITLED “THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019,” APPROPRIATING THE SUM OF \$97,303,279 TO DEFRAY THE EXPENSES AND LIABILITIES OF THE CITY OF COEUR D’ALENE FOR SAID YEAR; LEVYING A SUFFICIENT TAX UPON THE TAXABLE PROPERTY WITHIN SAID CITY FOR GENERAL REVENUE PURPOSES FOR WHICH SUCH APPROPRIATION IS MADE; LEVYING SPECIAL TAXES UPON THE TAXABLE PROPERTY WITH SAID CITY FOR SPECIAL REVENUE PURPOSES WITHIN THE LIMITS OF SAID CITY OF COEUR D’ALENE, IDAHO; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE HEREOF.

BE IT ORDAINED by the Mayor and City Council of the City of Coeur d’Alene, Kootenai County, Idaho:

Section 1

That the sum of \$97,303,279 be and the same is hereby appropriated to defray the necessary expenses and liabilities of the City of Coeur d’Alene, Kootenai County, Idaho, for the fiscal year beginning October 1, 2019.

Section 2

That the objects and purposes for which such appropriations are made are as follows:

GENERAL FUND EXPENDITURES:

Mayor and Council	\$265,825
Administration	216,721
Finance Department	1,197,516
Municipal Services	1,820,374
Human Resources	400,519
Legal Department	1,291,857
Planning Department	973,288
Building Maintenance	675,981
Police Department	15,974,160
Fire Department	10,575,497
General Government	125,750
Streets / Engineering	5,039,108
Parks Department	2,497,538
Recreation Department	761,988
Building Inspection	963,810
TOTAL GENERAL FUND EXPENDITURES:	<u>\$42,779,932</u>

SPECIAL REVENUE FUND

EXPENDITURES:

Library Fund	\$1,785,766
Community Development Block Grant	597,467
Impact Fee Fund	360,000
Parks Capital Improvements	564,500
Annexation Fee Fund	99,000
Cemetery Fund	369,627
Cemetery Perpetual Care Fund	191,500
Jewett House	28,853
Reforestation/Street Trees/Community Canopy	111,000
Public Art Funds	369,300
TOTAL SPECIAL FUNDS:	<u>\$4,477,013</u>

ENTERPRISE FUND EXPENDITURES:

Street Lighting Fund	\$706,000
Water Fund	14,621,311
Wastewater Fund	16,672,037
Water Cap Fee Fund	3,900,000
WWTP Cap Fees Fund	1,250,000
Sanitation Fund	3,959,644
City Parking Fund	1,375,011
Drainage Fund	1,821,546
TOTAL ENTERPRISE EXPENDITURES:	<u>\$44,305,549</u>

FIDUCIARY FUNDS:	\$3,250,041
STREET CAPITAL PROJECTS FUNDS:	1,611,812
DEBT SERVICE FUNDS:	878,932
GRAND TOTAL OF ALL EXPENDITURES:	<u><u>\$97,303,279</u></u>

Section 3

That a General Levy of \$21,160,045 on all taxable property within the City of Coeur d'Alene be and the same is hereby levied for general revenue purposes for the fiscal year commencing October 1, 2019.

Section 4

That a Special Levy upon all taxable property within the limits of the City of Coeur d'Alene in the amount of \$2,622,548 is hereby levied for special revenue purposes for the fiscal year commencing October 1, 2019.

Section 5

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

Section 6

This ordinance shall take effect and be in full force upon its passage, approval and publication in one (1) issue of the Coeur d'Alene Press, a newspaper of general circulation published within the City of Coeur d'Alene and the official newspaper thereof.

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 September 3, 2019.

APPROVED by this Mayor this 3rd day of September, 2019.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk