

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

AGENDA

VISION STATEMENT

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

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

6:00 P.M.

April 18, 2017

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Pastor Kurt Wandrey, Peace Lutheran Church

C. PLEDGE OF ALLEGIANCE

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

E. PRESENTATIONS:

1. Proclamation – Arbor Week – April 24-29, 2017

Received by: Katie Kosanke, Urban Forestry Coordinator

2. Fiscal Year 2015-2016 Audit Report

Presented by: Toni Hackwith, Anderson Brothers

3. Street Projects Overview

Presented by: Tim Martin, Street and Engineering Services Director

F. 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 March 31, 2017, April 4, 2017, April 6, 2017 Council Meeting.
2. Approval of Bills as Submitted.
3. Approval Financial Report
4. Approval of the General Service Meeting Minutes from the meeting held on April 10, 2017.
5. Setting of General Services and Public Works Committees meetings for April 24, 2017 at 12:00 noon and 4:00 p.m. respectively.
6. Setting of a Public Hearing on May 2, 2017 for amendments to City fees including public parking violations, and other department fees.
7. Approval of a Beer and Wine License for Midtown Pub; 826 N. 4th Street; Tomas W. Fisher (new)
8. Approval of the purchase of license plate recognition software for parking enforcement through sole-source procurement.
9. Approval of ordinance summaries for Ordinance No.'s 3551, 3552, 3553, 3554, 3560, 3563, 3564, 3565, and 3566.

10. Resolution No. 17-022

- a. Approval of the destruction of public records for the Building Services Department, Legal Civil Division, Municipal Services, Administration, and the Finance Department

As Recommended by the General Services Committee

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

H. ANNOUNCEMENTS

1. **City Council**
2. **Mayor - Appointments**
 - a. Brinnon Mandel to the Planning Commission
 - b. Tom Messina and Rick Green to the Design Review Commission
 - c. Michael Drobnock to the CDATV Committee
 - d. Mic Armon to the ignite cda Board

I. GENERAL SERVICES:

1. **Council Bill 17-1011** - Repeal of Municipal Code Sections 2.12.020, 2.12.030, and amendments to Section 2.12.040, related to appointed officials

Staff Report by Renata McLeod, Municipal Services

J. OTHER BUSINESS

1. **Resolution No. 17-023** - Approval of an Agreement with Ignite CDA for financing of construction for the Seltice Way Project

Staff Report by Chris Bosley, City Engineer

2. **Resolution No. 17-024** - Approval of an Agreement with POE Asphalt Paving, Inc. for the award of the 2017 Overlay.

Staff Report by Tim Martin, Street and Engineering Services Director

K. PUBLIC HEARINGS

1. **(Legislative)V-17-2:** Vacation of Portion of W. Garden Avenue Right-of-Way located within the Plat of Fort Sherman Abandoned Military Reservation, recorded in Book B of Plats at Page 153A.

- a. **Council Bill No. 17-1012-** Ordinance for V-17-2, Vacation of Portion of W. Garden Avenue Right-of-Way located within the Plat of Fort Sherman Abandoned Military Reservation, recorded in Book B of Plats at Page 153A.

Presented by: Dennis Grant, Engineering Project Manager

2. **(Legislative) V-17-4** – Vacation of alley right-of-way within a portion of Block 3, Kootenai Addition in the City of Coeur d'Alene and Vacation of right-of-way of a portion of Melrose Street

- a. **Council Bill No. 17-1013** - Ordinance for V-17-4, Vacation of alley right-of-way within a portion of Block 3, Kootenai Addition in the City of Coeur d'Alene and Vacation of right-of-way of a portion of Melrose Street

Presented by: Dennis Grant, Engineering Project Manager

L. EXECUTIVE SESSION: Idaho Code 74-206(c) to acquire an interest in real property which is not owned by a public agency.

M. RECESS: April 27, 2017 for a workshop with staff regarding the Fiscal Year 2017/2017 strategic planning, to be held in the Library Community Room, at noon, 702 E. Front Avenue.

This meeting is aired live on CDA TV Cable Channel 19



Coeur d'Alene

CITY COUNCIL MEETING

April 18, 2017

MEMBERS OF THE CITY COUNCIL:

Steve Widmyer, Mayor

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

PRESENTATIONS

PROCLAMATION

WHEREAS, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

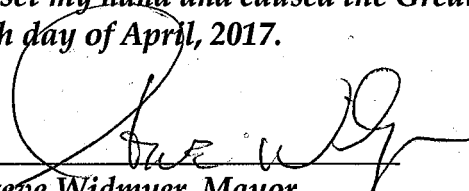
WHEREAS, Coeur d'Alene has been recognized as Tree City USA by the National Arbor Day Foundation and desires to continue its tree-planting ways; and

NOW, THEREFORE, I STEVE WIDMYER, Mayor of the City of Coeur d'Alene, Idaho, do hereby proclaim the week of April 24th to April 29th, 2017 as

"CELEBRATION OF ARBOR DAY WEEK"

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this 18th day of April, 2017.




Steve Widmyer, Mayor

ATTEST:


Renata McLeod, City Clerk



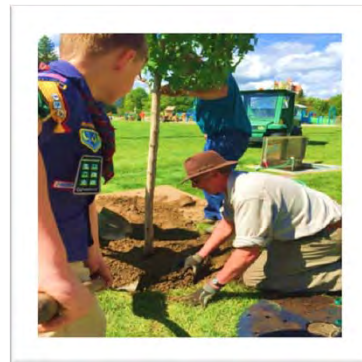
Arbor Day 2017

Arbor Day Celebration 2017

Saturday, April 29th
@ Noon

McEuen Park near the Harbor House

- Tree Planting
- Ceremony
- Contest Prizes
- Refreshments
- Door prizes
- Free seedlings



Tree City USA – 33 years!



Tree City USA Stats 2016

- Tree Planting
921 public trees planted & 700 Seedlings
- Tree Removal
182 public trees removed
- Tree Maintenance
1,372 public trees pruned

Button Art Contest

2017 Winner:
Jacob Laumatia
CDA Charter Academy



145TH BIRTHDAY OF
ARBOR DAY
SATURDAY, APRIL 29TH
@ MCEUEN PARK NEAR THE HARBOR HOUSE

TREE PLANTING NOON
CEREMONY 12:45 PM
CAKE & SNACKS SPONSORED BY SUN VALLEY TREE SERVICE
TREE CITY USA AWARD ART CONTEST AWARDS FREE TREE SEEDLINGS DOOR PRIZES

QUESTIONS? 208/769-2266

CDA Charter Academy
TREE CITY USA



Financial Statement Audit
September 30, 2016

Basics of a Financial Statement Audit

- A financial statement audit is required by Idaho State statutes
- Primary purpose:
 - Assures that the financial statements, in all material respects, fairly state the financial position as of a certain date.
 - Statements conform with GAAP (generally accepted accounting principles) and Governmental GAAP
 - Adequate presentation
 - Adequate disclosures

City of Coeur d'Alene

Audit for the year ended September 30, 2016

- Independent Auditor's Report on Financial Statements - **Unmodified Opinion** (pages 1-3)
- Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards (pages 97-98)
- Independent Auditor's Report on Compliance for Each Major Program and on Internal Control Over Compliance in Required by the Uniform Guidance - **Unmodified Opinion** (pages 99-100)

City of Coeur d'Alene

Audit for the year ended September 30, 2016

- **Financial Highlights:**
 - Assets exceeded liabilities by \$311,350,786 (net position); of this amount \$26,196,954 (unrestricted net position) may be used to meet the City's ongoing obligations to citizens and creditors
 - The City's total net position increased \$6,467,128. This increase is made up of a 2.28% increase in the business activities and a 1.92% increase in the governmental activities.
 - At the end of the fiscal year, the City's governmental funds reported combined ending fund balances of \$19,546,337 a decrease of \$2,101,852. This decrease is attributed to spending, in fiscal year 2015-16, half of the \$6,000,000 general obligation bond proceeds that were received in fiscal year 2014-15.

City of Coeur d'Alene

Audit for the year ended September 30, 2016

- **Financial Highlights:**

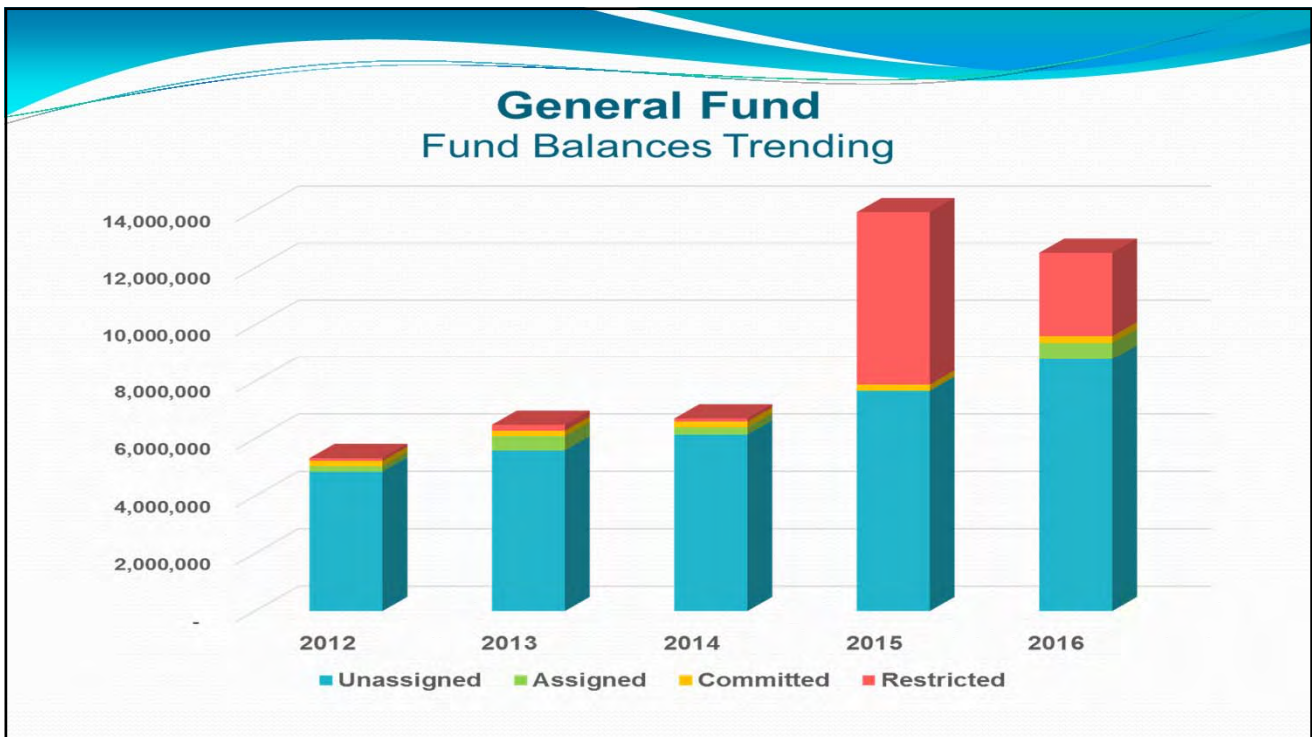
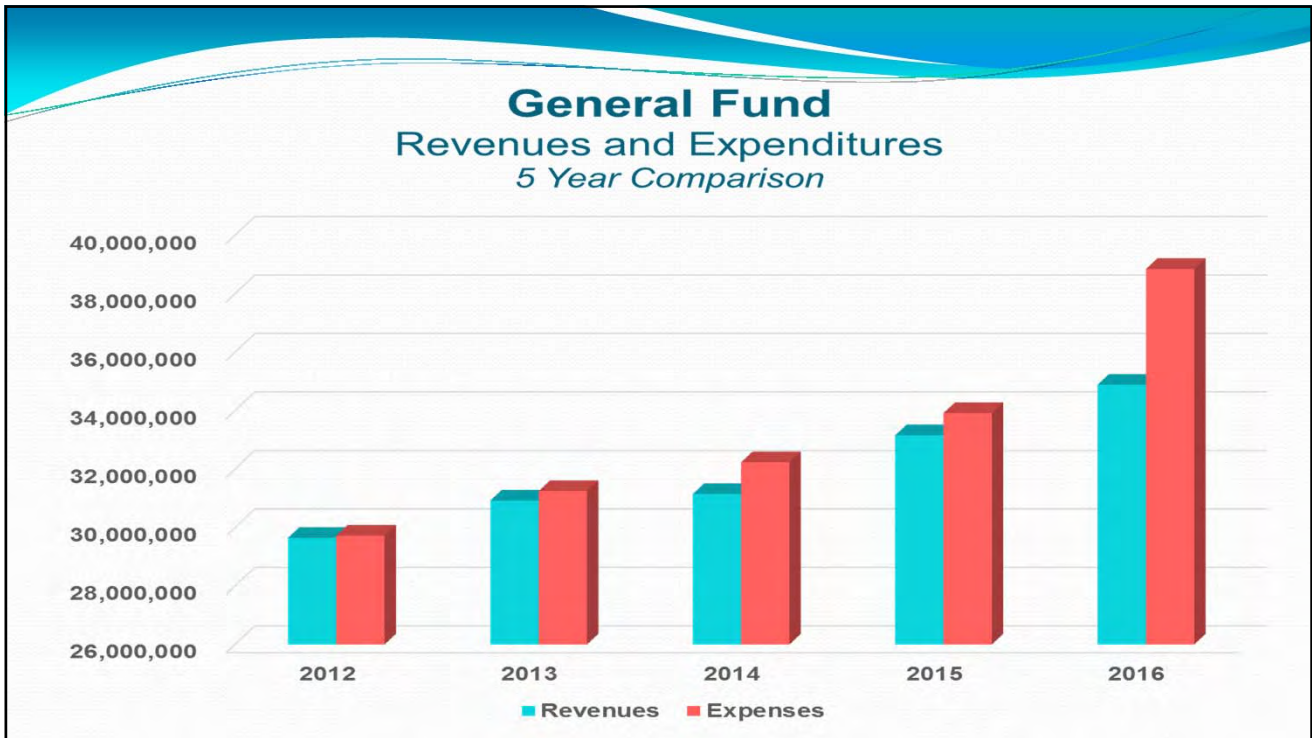
- The City's total debt decreased by \$2,005,093 during fiscal year 2015-2016. The only new debt the City incurred in fiscal year 2015-16 was due to an increase in compensated absences.
- At 9.30.16 the General Fund unassigned fund balance was \$8,788,602 or 20.82% of the amended 2016 budget of General Fund expenditures
- Overall revenues for the General Fund before transfers were \$1.96 million over the final amended budget of \$32.93 million and \$2.52 million *below* the original budget of \$37.41 million
- Overall expenditures for the General Fund before transfers were \$3.37 million *under* the final amended budget and \$1.32 million *under* the original budget

City of Coeur d'Alene

Audit for the year ended September 30, 2016

- **Financial Highlights:**

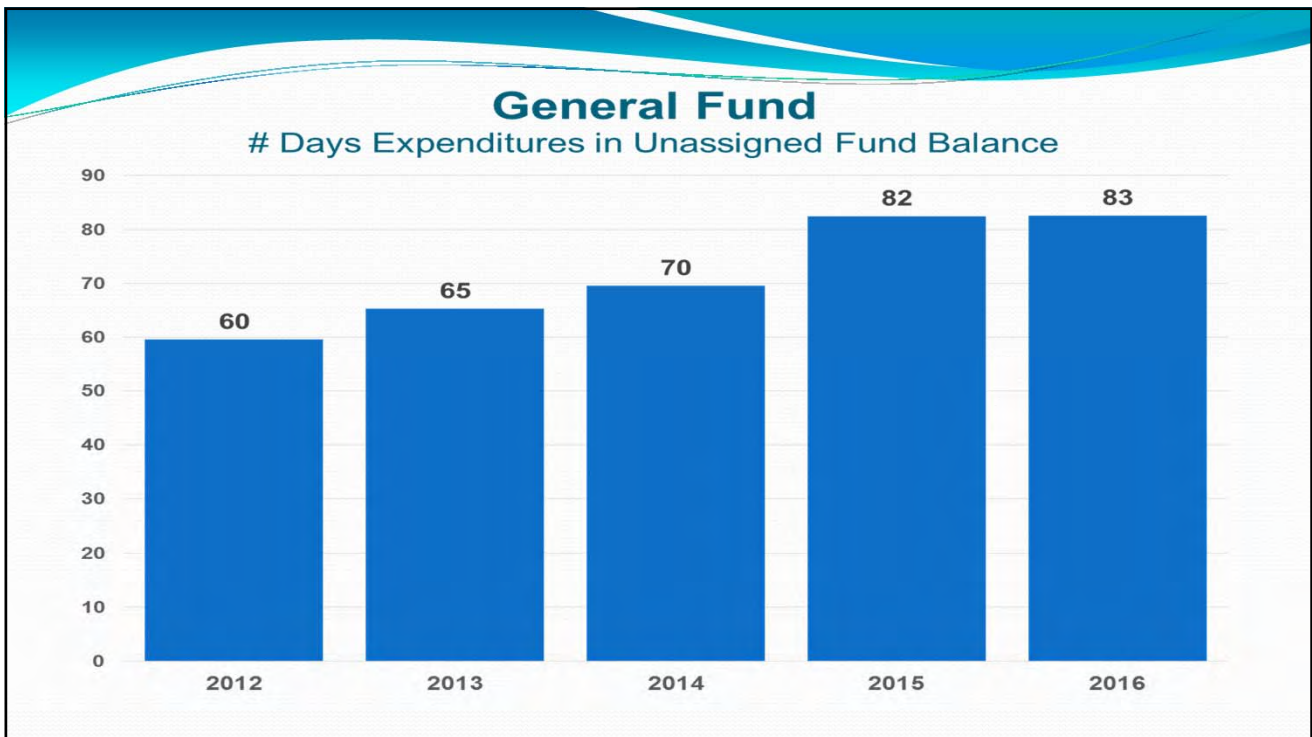
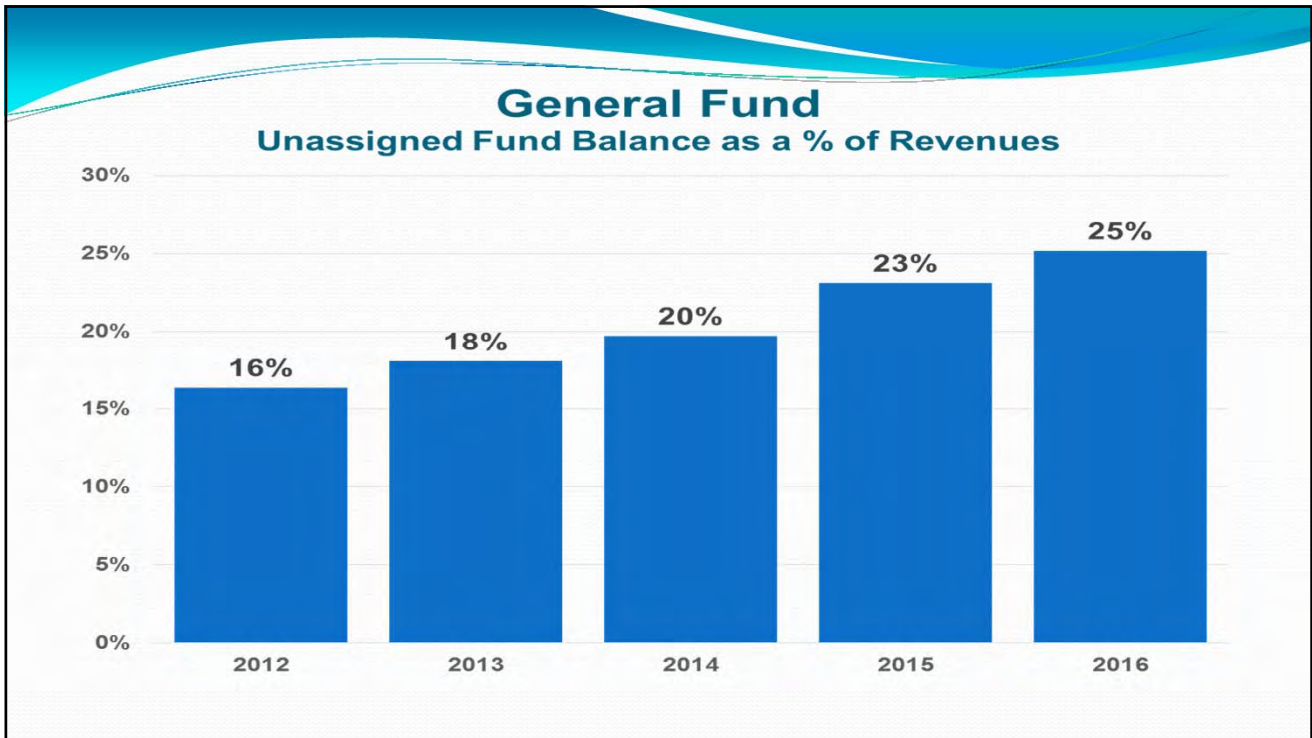
- Business-type Activities increased the City's net position by \$3,846,584
 - This amount includes operating and capital grants and contributions of \$5.265 million to the increase
 - The only major proprietary fund to increase its revenues from charges for services was Wastewater with an increase of \$584,165. The decrease in service revenue of the other major proprietary funds was comparatively small. The total change in service revenue across all proprietary funds was \$427,540, reflecting a 2.18% increase.
- Operating performance across all Proprietary Funds was a net income of \$933,817. Wastewater had the highest net operating income of 604,742. Public Parking had the highest operating loss at \$304,553.

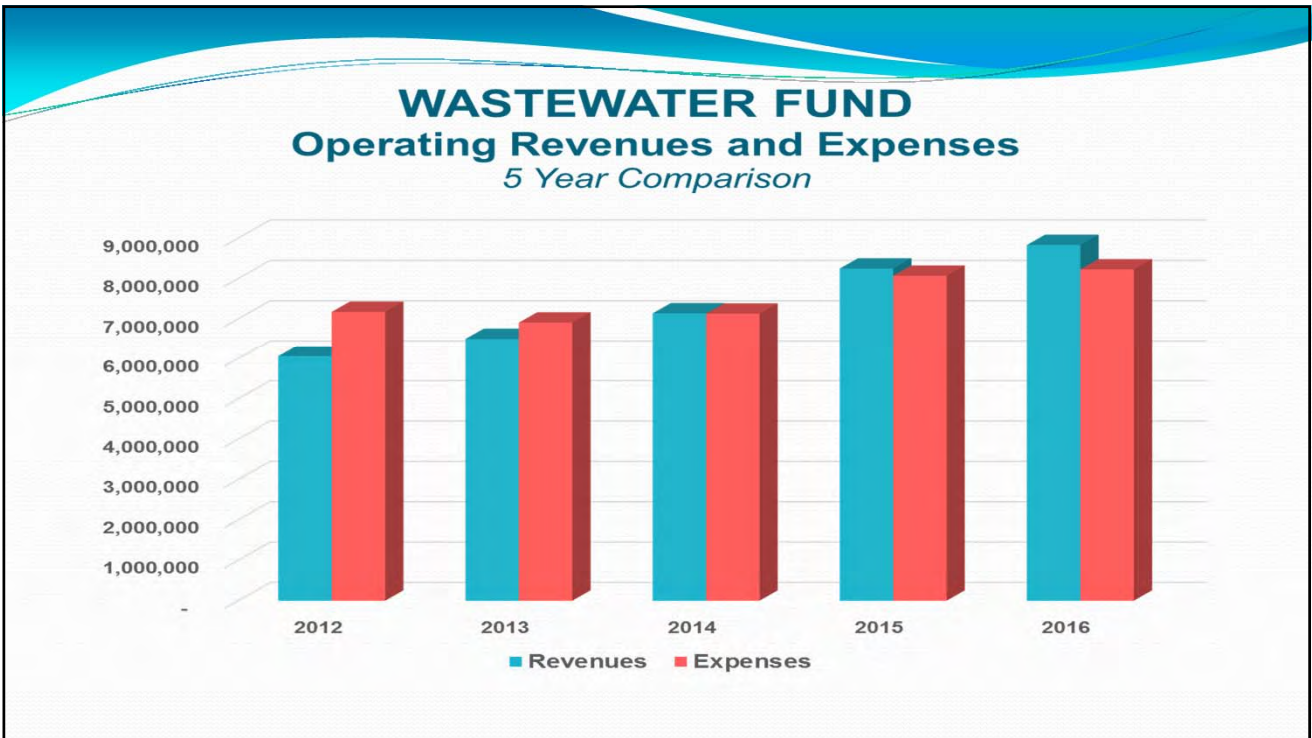
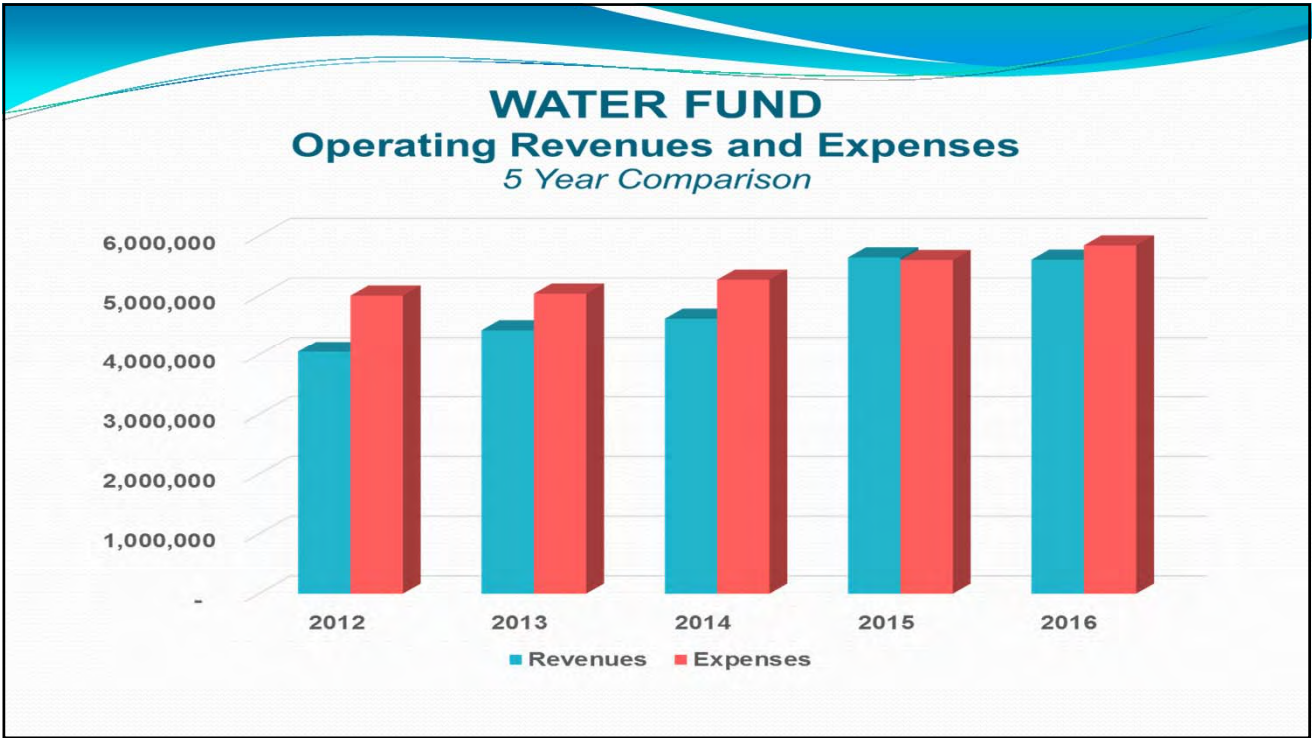


City of Coeur d'Alene

- Why is a Fund Balance Important?
 - Revenue stream is not consistent month to month (property taxes received in July and January)
 - Protect the City from unnecessary borrowing
 - Provide prudent resources to meet unexpected emergencies (recessions) and protect against catastrophic events
 - Meet uncertainties of State and Federal funding
 - Help ensure a credit rating that would qualify the City for lower interest costs (in case of needed borrowing)
 - Help ensure future financial stability

The Government Finance Officers Association recommends *at a minimum*, that governments, maintain an unassigned fund balance in their general fund of no less than 5 to 15 percent of regular general fund operating revenues, or no less than one to two months of regular general fund operating expenditures.





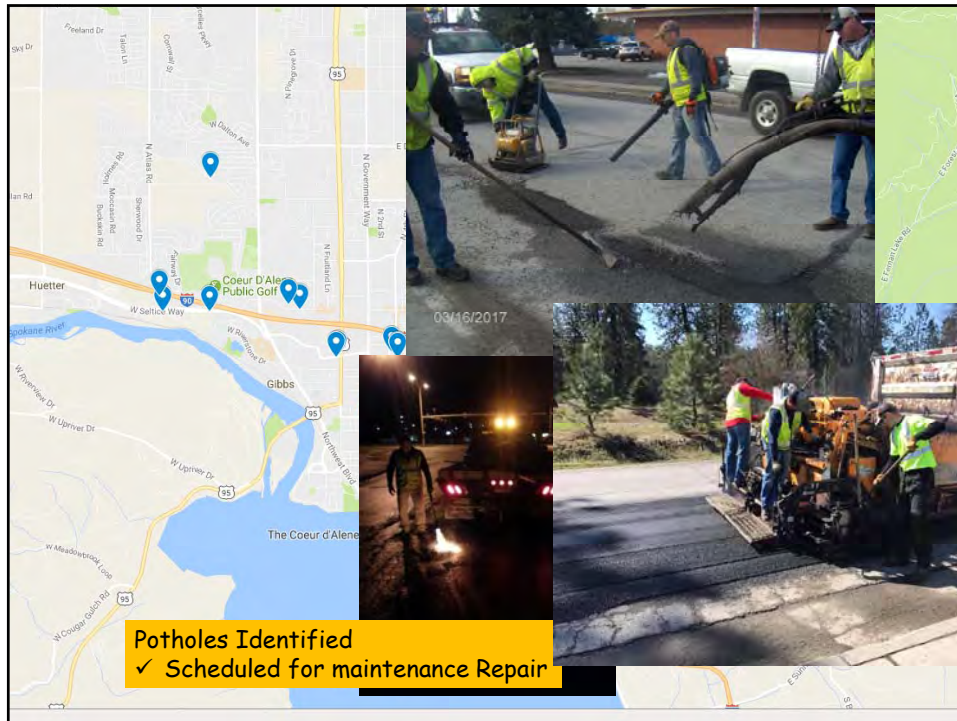


**I stand for
questions**



Potholes
Overlay, Chip Seal
and Summer Maintenance



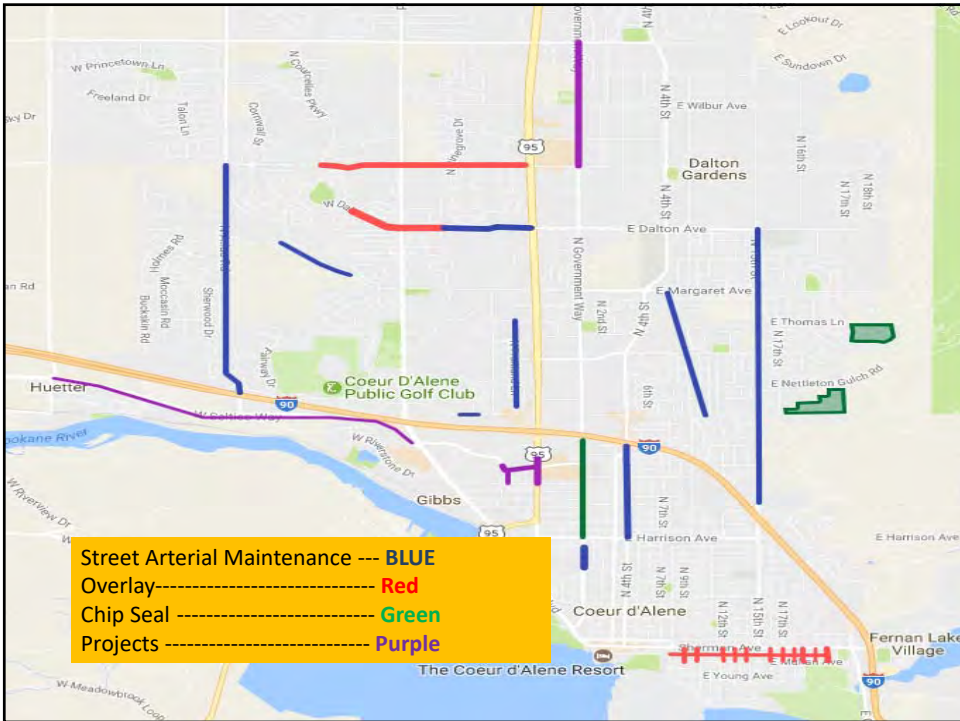


Overlay, Chip Seal and Summer Maintenance

- ✓ Mayor/ Council repeatedly affirmed road maintenance as a priority through the budget process
- ✓ Over \$1,000,000.00 in Labor and materials are dedicated to the road maintenance, overlay and chip seal programs each year.







This summer construction season will certainly be full. Here are projects to remember that may impact your road travel

- Seltice Way from Northwest Blvd. to Huetter. This vitalization program will include reconstruction of the road, curb and gutter, sidewalk, shared use and bike paths. The project began April 4th

- Government Way from Hanley to Prairie. This project will widen Government Way to 4 lanes, provide curb and gutter along with sidewalk and bike path. Slow to Materialize, (out to bid in 90 days)

- US 95 from Ironwood to Emma/ Ironwood to Medina. This project will begin late spring with a finish date of late fall 2017. Project will include providing dedicated right turn lanes on and off 95, signalization at Emma, rebuilding Ironwood, extending Medina to Ironwood and signal at Medina and Ironwood.



CONSENT CALENDAR

MINUTES OF A CONTINUED MEETING OF THE
COEUR D'ALENE CITY COUNCIL
HELD IN THE LIBRARY COMMUNITY ROOM
ON MARCH 31, 2017 AT 12:00 NOON

The City Council of the City of Coeur d'Alene met in continued session with the Planning Commission in the Library Community Room held at 12:00 NOON on March 31, 2017, there being present upon roll call a quorum.

Steve Widmyer, Mayor

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

Brad Jordon) Members of the Planning Commission Present
Lynn Fleming)
Michael Ward)
Peter Luttrupp)
Jon Ingalls)
Tom Messina) arrived at 12:08 p.m.

Lewis Rumpler) Member of Planning Commission absent

STAFF PRESENT: Jim Hammond, City Administrator; Mike Gridley, City Attorney; Randy Adams, Deputy City Attorney; Renata McLeod, City Clerk; Hilary Anderson, Community Planning Director; Sean Holm, Planner; Craig Etherton, Fire Inspector; Glenn Lauper, Deputy Fire Chief.

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

SHORT TERM RENTALS

STAFF REPORT: Community Planning Director Hilary Anderson explained that the desired goal of the workshop would be to provide staff direction on whether or not the proposed ordinance is ready to be brought forward to Council. Additionally, she is requesting input regarding accessory dwelling unit (ADU) language and for direction in resolving loopholes that exist. City Planner Sean Holm explained that the current city code does not allow for vacation rentals within a residential zone; however, it has not been strictly enforced. He noted that the draft proposal includes a requirement for a permit for all vacation rentals and standards to include the following: that a responsible party be available 24/7 while occupied; that the permit number & parking stalls be listed on all advertisements; that the definition of "family" will determine occupancy; a 2-day minimum stay is required; no exterior signage will be allowed;

and a 2-week/2 time stay will be exempt from the code. He reviewed the public engagement efforts that included public meetings, a community survey, and direct input on a draft ordinance. He noted that there was recent legislative action pursuant to House Bill 216 that requires cities to classify a vacation rental as a residential use. The House Bill includes the following; cities cannot regulate the operation of a short-term rental marketplace, vacation rentals cannot be excluded entirely from a city, vacation rentals must register with the state and pay taxes, cities may implement regulations to safeguard the public health, safety and general welfare in order to protect the integrity of residential neighborhoods.

DISCUSSION: Mayor Widmyer asked if the House Bill contradicts anything in the proposed code. Mr. Holm clarified that there are no conflicts with the code proposed today. Councilmember McEvers asked for clarification regarding the 14-day stay and parking requirements. Mr. Holm explained that if one rents for less than 14 days for no more than two different times per year they would not have to have a permit. The code does not require additional parking stalls, as there were concerns about unintended consequences such as the use of front yards being used as parking stalls. On-street parking is always first come, first serve, and would remain so. Councilmember Gookin questioned what the code was intended to regulate. Deputy City Attorney Randy Adams explained that the use should comply with the same occupancy regulations as other residential uses. Councilmember Gookin felt that the City would not be able to regulate occupancy through the definition of a family. Mr. Holm explained that the code is trying to protect the integrity of the neighborhood and that all residential zones currently operate under the definition of a family for occupancy. He clarified that the City is intending to avoid tents and RV's over stacking a house, and to minimize complaints from neighbors. Discussion ensued regarding housing occupancy and ways to limit occupancy other than the definition of family. Commissioner Jordon explained the Planning Commission had a lot of discussion over how to determine occupancy and without a track record of complaints it was hard to determine what to resolve, so they recommended a basic ordinance without a lot of burden to the property owner. The consensus was to continue with the use of the family definition and see what neighbor input occurs over the first year of implementation. Mr. Adams noted that House Bill 216 still provides that the property be subject to all zoning requirements applicable to that zone, so it should be treated the same within the same zone, which includes the definition of family setting the occupancy. Commissioner Ingalls reiterated that the goal of the code was to legitimize a use that is occurring, with the additional benefit of collecting an inventory and contacts. Councilmember Gookin felt that this is a commercial operation in a residential neighborhood. Mr. Holm clarified that state code requires that vacation rental be classified as a residential use. Councilmember Miller noted that if the City determines in the future to change the method of calculating occupancy within the zone, it can do so. Commissioner Messina concurred that this code provides a method to bring them into compliance, as they are currently operating illegally, and provides protection to the neighborhoods. Mayor Widmyer concurred that the code does provide a method of legitimizing the use, and asked how many complaints the City has received. Ms. Anderson clarified that complaints are received within various departments and may not have been noted as a vacation rental versus a general rental. She noted that they are trying to get a mechanism underway so that the vacation rental locations can be identified, and that they estimate 400 vacation rentals currently operating within the city. Councilmember Gookin asked if one night stays were allowable. Commissioner Fleming clarified that the Planning Commission felt that they should

not be allowed as that constitutes a hotel, and is too much of an impact to a neighborhood. Mr. Adams noted that the state legislation does define 1-day stays as a short term (or vacation) rental; however, a City could probably disallow one night stays.

STAFF REPORT CONTINUED: Mr. Holm reviewed the definition of an accessory dwelling unit (ADU) and noted that its original intent was to provide affordable housing opportunities or units to moderate income families that cannot find other housing. It was also noted that the intent was to provide an opportunity to the homeowner to receive rental income. He clarified that ADUs were not intended to be used as vacation rentals, as the intent was for rentals at 30 days or more. He noted that a notice to title is required for an ADU. Mr. Holm clarified that the underlying zoning requirement of family occupancy still applies. He reviewed the housing needs assessment and the need to support, preserve, and encourage affordable housing, as well as the 2030 vision goals of providing a mix of housing types. The development of an ADU does not require payment of impact fees. He reviewed the rental potential of ADU's within one city block. Mr. Holm asked the Council to provide feedback regarding loss of affordable housing and protection of residential neighborhood by allowing ADU's as vacation rentals. He noted that this should not be a barrier to approving the proposed vacation rental ordinance as it can be addressed later as needed.

DISCUSSION: Councilmember McEvers felt that the original code was intended to allow mother-in-law quarters and does not agree that these are the affordable units. He believes that if the owner is still part of the occupancy it would be acceptable to be a RV. Mr. Holm clarified that ADU's do create more people coming and going than what was originally intended for the neighborhood when they were created. Ms. Anderson noted that one of the challenges is that no additional parking is required and that two dwelling units on one lot were intended for long term rentals. She noted that they could disallow future development of an ADU as a short term rental and require new ones meet codes for parking and pay impact fees. Councilmember English noted that some people are purchasing homes with ADU's for the sole purpose of making them vacation rentals and wondered how this would be different than a duplex. Ms. Anderson explained that a duplex pays full fees and is required to have off street parking. Mr. Holm reiterated that the ADU code requires one unit to be owner occupied and asked if the Council felt that if the ADU is going to be occupied less than 30 days, should it continue to require that one unit be occupied by the owner. Councilmember Miller felt that one of the primary issues she has heard expressed by citizens is renting the ADU has afforded them the ability to remaining living in their home. Additionally, the homeowners have done more work to maintain their properties and that their neighbors were happy with the upkeep and improvements. She felt that that the requirement to have one unit owner occupied could be positive. Mr. Holm noted that Portland, Oregon was the only city he found that allowed ADU's as vacation rentals. Mayor Widmyer expressed concern that we have allowed ADU's to be used as vacation rentals without notifying the owners it is an illegal use, and not allowing them from this point forward seems to be unfair. He noted that he would be in favor of an option of allowing existing ADU's to be vacation rentals and excluding future units unless they pay their impact fees when used as a vacation rental. Councilmember English concurred that they should not put existing owners in jeopardy, and that going forward they should pay an impact fee and would like them to continue the requirement that one unit be owner occupied. Discussion ensued regarding the payment of impact fees.

Commissioner Ingalls reiterated that this code would legitimize the vacation rental use, provide fairness, and felt that ADU's are less of a concern than a full vacation rental as one unit is owner occupied. Councilmember McEvers agreed that ADU's should be grandfathered and going forward pay fees for the vacation rental use, and this code should move the use forward in a positive way. Councilmember Gookin noted that he does not favor a light touch Ordinance and felt the Council should deal with what is going to happen in 10-years, wherein every home could be a vacation rental and destroy neighborhoods. He proposed a classification of vacation rentals with different use levels, with different levels of enforcement. Additionally, he felt that there should be a set maximum number of allowable vacation rentals within the city. Additionally, he believes this use creates a commercial district within a residential zone. Mayor Widmyer felt that that would be getting into a depth beyond what the majority opinion around the table wants. He noted that vacation rentals do affect the rental market, and are market driven. He noted that he was in favor of a light touch Ordinance, and acknowledged that it may need to be amended later.

STAFF REPORT CONT. - Mr. Holm noted the potential loopholes that surfaced after putting the vacation rental Ordinance together. He provided the example of someone buying an existing apartment and/or condo buildings and turning it into vacation rentals, which would be destructive to affordable housing. He proposed the code state that only one vacation rental per parcel be allowed. Additionally, there is a conflict between the definition of homestay and bed and breakfast, and suggested that they remove homestay and replace it with B and B language. Ms. Anderson noted that this would be the same in the residential zone.

DISCUSSION: Mayor Widmyer concurred with the suggested changes. Commission Jordon also concurred. Councilmember McEvers asked if there were any proposed restrictions as to how many can be contained within a block. Ms. Anderson clarified that there is no current restriction and would be something they would monitor over the next year. Councilmember Gookin felt they should clarify what is to be owner occupied. Councilmember Miller noted that a property owner could have one long-term rental in one unit and one vacation rental in the other so they should not require it to be owner occupied. Mayor Widmyer summarized that the Ordinance would go back to staff make some changes, then to the City Council. The Planning Commission requested the discussion regarding ADU's return to the Commission for final recommendations to the City Council. The Mayor thanked the Planning Commission and staff for their research.

ADJOURN: Motion by Edinger, seconded by English that there being no further business, this meeting is adjourned. Motion carried.

The meeting adjourned at 1:46 p.m.

ATTEST:

Steve Widmyer, Mayor

Renata McLeod, CMC
City Clerk

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

April 4, 2017

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room April 4, 2017 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

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

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

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

PROCLAMATION OF APRIL 2-8, 2017 AS CRIME VICTIMS' RIGHTS WEEK – Mayor Widmyer proclaimed April 2-8, 2017 as Crime Victims' Rights Week.

PROCLAMATION OF THE MONTH OF APRIL 2017 AS FAIR HOUSING MONTH– Mayor Widmyer proclaimed the month of April 2017 as Fair Housing Month. Ali Taylor, Executive Officer of the Coeur d'Alene Association of Realtors accepted the proclamation and stated that their members adhere to a strict code of ethics that includes support of Fair Housing and they conduct training bi-annually. She thanked the Council for their support.

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

1. Approval of Council Minutes for the March 21, 2017 Council Meeting.
2. Approval of Bills as Submitted.
3. Approval of the General Service Meeting Minutes from the meeting held on March 27, 2017.
4. Setting of General Services and Public Works Committees meetings for April 10, 2017 at 12:00 noon and 4:00 p.m. respectively.
5. Setting of a Public Hearing on April 18, 2017 for V-17-4 - Vacation of alley right-of-way within a portion of Block 3, Kootenai Addition in the City of Coeur d'Alene and Vacation of right-of-way of a portion of Melrose Street
6. Approval of an Outdoor Eating Permit for "Crafted and Victory" located at 519 and 523 Sherman Avenue.
7. Approval of Final Plat for SS-8-16 – Zanetti First Addition

8. Resolution No. 17-020 - A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE, INCLUDING APPROVING AMENDMENTS TO PERSONNEL RULE XXI ENTITLED "DRUG/ALCOHOL POLICY," APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE STATE OF IDAHO FIRE SERVICE TECHNOLOGY TO HOUSE A STATE-FUNDED EXTRICATION TRAINING TRAILER WITH THE COEUR D'ALENE FIRE DEPARTMENT, AND APPROVING A MEMORANDUM OF UNDERSTANDING WITH KOOTENAI FIRE AND RESCUE FOR RESPONSE AND STAND-BY ACTIVITIES ASSOCIATED WITH THE CITY'S FIRE BOAT.

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

ANNOUNCEMENTS:

Councilmember Miller noted that it is her 20th year wedding anniversary and read a poem to her husband and announced she will be running for another term of Council.

APPOINTMENTS: Mayor Widmyer asked for the appointment of Phil Ward to the Design Review Commission and Tom Messina and Lynn Fleming to the Planning Commission.

MOTION: Motion by Evans, seconded by English to approve the appointment of Phil Ward to the Design Review Commission and Tom Messina and Lynn Fleming to the Planning Commission. **Motion carried.**

CITY PARK WORKERS MEMORIAL

STAFF REPORT: Parks and Recreation Director Bill Greenwood explained that the request for a memorial at Riverstone Park was brought forward to the Parks Commission in 2010. At that time, staff could not find a suitable location so their request was not approved. Since that time, the Commission expressed support of the memorial and asked staff to seek an alternative location. The memorial would be dedicated to any employed person that has died while working or in the line of duty in Idaho. This applies to any trade or profession and the employee will not have to belong to any association, union, or organization. Mr. Greenwood noted that the City does have other types of memorials within the parks. He noted that the estimate of probable cost for the memorial is \$80,000 and that number could go down with in-kind donations. The City would not be obligated for any costs associated with the project. All costs would be the responsibility of the North Idaho Central Labor Council. They would also be responsible for any vandalism and other capital repairs and/or replacements of the memorial including the costs of adding individual names to the memorial. The Parks Department would be responsible for the normal day-to-day maintenance of the memorial. The proposed location for this memorial does not have many park patrons using the area. Mr. Greenwood outlined a location at the corner of Park Drive and Mullan Avenue that is underutilized and would be a good location for the memorial. He has reviewed this concept with the state Land and Water Conservation group and they would support this use. He also noted that he brought this proposal forward to the Fort

Ground Homeowner's Association, who also shared support. The footprint of the project would not exceed 2,000 square feet and the placement of the memorial will not cause damage to the existing trees or their root systems.

DISCUSSION: Councilmember Gookin asked what the proposed timeline of the project would be. Mr. Greenwood stated that they thought they could complete it by this fall. Mr. Brad Cedarbloom, president of the North Idaho Central Labor Council, expressed his desire to have the memorial completed before Workers Memorial Day (April 28) next year.

MOTION: Motion by Edinger, seconded by Miller to allow the construction of a workers memorial at City Park at a specified area located in the northwest corner of the park. **Motion Carried.**

COEUR D' ALENE LAKE DRIVE JURISDICTIONAL TRANSFER

Mayor Widmyer recused himself from this discussion, as he owns land along Coeur d' Alene Lake Drive, and turned the meeting over to Councilmember McEvers.

STAFF REPORT: Damon Allen, ITD District 1 Engineer, explained that ITD hired Welch Comer to perform a corridor master plan. He noted that they have presented the findings to the Eastside Highway District. Phil Boyd, Welch Comer President, reviewed the geographical area of Coeur d' Alene Lake Drive, noting the area within the city limits from Sherman Avenue to Silver Beach. He noted reasons to transfer the road jurisdiction to the City include funding for improvements and maintenance. He felt that the public would benefit from local control, as it would provide quicker attention to maintenance and/or complaints. Mr. Boyd noted that Coeur d' Alene Lake Drive is not a ITD high priority because it is a non-commerce road and that it is not in ITD's Transportation Asset Management System (TAMS); therefore, it receives low priority winter response. There are some current agreements with the Idaho Department of Parks and Recreation for the Centennial Trail, and some easements for a transportation facility so there are limited land disposal opportunities. The Master Plan objectives included an evaluation of the roadway conditions and a determination as to what will make it maintainable over time. Welch Comer facilitated stakeholder involvement through mailings. The Master Plan took an objective review of the conditions of the pavement, the bridge and the Sherman Avenue signal. Mr. Boyd clarified that the bridge would continue to be maintained by ITD. The roadway is five lanes that are likely not needed in the future and can be reduced to a three-lane section with a buffer strip. There is room to add bike lanes on each side of the roadway. The proposal is for ITD to provide the City with \$840,000 which is the estimated funds for roadway maintenance over 30-years. The proposed maintenance includes estimates for chip seal and crack seal.

DISCUSSION: Councilmember Gookin asked for clarity regarding the Potlach Bridge and its future replacement. Mr. Boyd said he believes that ITD would maintain the bridge including its replacement. Additionally, he noted that they have looked at alternates to change from bridge to a roadway in the future with roadway realignment. Councilmember Edinger wanted to know if more meetings were planned with the property owners. Mr. Boyd felt that it would be dependent upon discussions with the City and Eastside. He would propose one more public meeting. Councilmember Edinger noted that he would like to speak directly to Street Superintendent Tim

Martin, as this would directly affect his Department. Mr. Boyd clarified that they have been working with Mr. Martin and staff to ensure items were included; specifically, Mr. Martin established the cost of the Sherman Avenue signal that is included in this proposal. Councilmember Edinger asked what the proposed timeline is for responding to ITD. Mr. Boyd felt that they would like to complete negotiations within the next six months to a year. The intent of the presentation this evening was to see if the City is interested in having them proceed, and if so they will bring back something more formal with a staff report. Councilmember Miller asked if the City's acceptance and Eastside Highway District's acceptance are contingent upon each other. Mr. Boyd reiterated that ITD is trying to get jurisdiction into local control, so they are incentivized to get this done on a limited budget. If Eastside decides not to move forward, ITD may bring more options to the City. Councilmember English said that this appears to be an opportunity for the maintenance fund and supports the next step. Councilmember McEvers asked for clarification regarding the design of the grassy swales. Mr. Boyd stated that the City's stormwater standards require grassy swales, but he felt they could leave the area as gravel. Councilmember Gookin asked if the City gets right-of-way ownership. Mr. Boyd clarified that there are various types of easements that exist that are non-transferable. ITD would maintain ownership, so the City would have jurisdictional control, not ownership. Councilmember Gookin requested that staff provide information regarding the rights-of-way in their staff report. City Administrator Jim Hammond confirmed that Mr. Martin has been included in all the discussions and he has been on board and supports all these efforts.

MOTION: Motion by Edinger to talk to staff member Tim Martin then determine the next course of action. Motion died for lack of second.

MOTION: Motion by Gookin, seconded by English to direct staff to negotiate an agreement for the jurisdictional transfer of Coeur d'Alene Lake Drive. **Motion carried, with Edinger voting no.**

DECLARATION OF ZERO VALUE AND INTENT TO CONVEY PROPERTY TO LAKES HIGHWAY DISTRICT, THE CITY OF HAYDEN AND THE CITY OF DALTON GARDENS PROPERTY LOCATED ALONG GOVERNMENT WAY AND SETTING OF A PUBLIC HEARING FOR MAY 2, 2017.

STAFF REPORT: City Attorney Mike Gridley noted that this subject came forward a couple of meetings ago. Thereafter, he determined that there were additional parcels that should be included in this transfer request. The right-of-way was acquired with federal funds and/or adjoining jurisdiction funds. The setting of the public hearing would allow movement forward on conveying those properties.

DISCUSSION: Councilmember McEvers noted that the map presented showed pockets of missing right-of-way across from the cemetery. Mr. Gridley explained that there were some properties wherein right-of-way was not acquired.

MOTION: Motion by English, seconded by Edinger to authorize the conveyance of City-owned real Property located along Government Way to Lakes Highway District, the City of Hayden and

the City of Dalton Gardens, declaring zero value and setting of a public hearing on May 2, 2017.
Motion carried.

A-5-16 - KOBOLD ANNEXATION – 1820 W. PRAIRIE AVENUE - Pursuant to Council Action on December 20, 2016

RESOLUTION NO. 17-021

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING AN ANNEXATION AGREEMENT WITH MICHAEL H. KOBOLD, TRUSTEE OF THE MICHAEL H. KOBOLD LIVING TRUST.

MOTION: Motion by Edinger, seconded by McEvers to approve Resolution No. 17-021, approving an Annexation Agreement with Michael H. Kobold, Trustee of the Michael H. Kobold Living Trust for 1820 W. Prairie Avenue.

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

COUNCIL BILL 17-1001

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF THE NORTHEAST QUARTER SECTION 27, 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; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

MOTION: Motion by McEvers, seconded by Evans, to dispense with the rule and read **Council Bill No. 17-1001** once by title only.

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

MOTION: Motion by McEvers, seconded by Evans, to adopt **Council Bill 17-1001**.

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

MOTION: Motion by McEvers, seconded by Evans to enter into Executive Session pursuant to Idaho Code 74-206 (c) To acquire an interest in real property which is not owned by a public

agency; (d) to consider records that are exempt from disclosure as provided in Chapter 1, Title 74, Idaho Code.

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

The City Council entered into Executive Session at 6:53 p.m. Those present were the Mayor, City Council, City Administrator, Deputy City Administrator, IT Network Administrator, IT Database Application Developer, and City Attorney. Council returned to regular session at 7:16 p.m.

ADJOURNMENT: Motion by Gookin, seconded by Evans to recess to April 6, 2017 for a workshop with staff regarding the City Hall ADA remodel project, to be held in the Old Council Chambers, within City Hall, at noon, 710 E. Mullan Avenue. **Motion carried.**

The meeting adjourned at 7:16 p.m.

ATTEST:

Steve Widmyer, Mayor

Renata McLeod, CMC, City Clerk

MINUTES OF A CONTINUED MEETING OF THE
COEUR D'ALENE CITY COUNCIL
HELD IN THE OLD COUNCIL CHAMBERS, CITY HALL
ON APRIL 6, 2017 AT 12:00 NOON

The City Council of the City of Coeur d'Alene met in continued session in the Old Council Chambers, City Hall, held at 12:00 NOON on April 6, 2017, there being present upon roll call a quorum.

Steve Widmyer, Mayor

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

Cory Trapp, Longwell Trapp Architects) Guests Present
Rich Wells, Ginno Construction)
Darrell Turner, Ginno Construction)
Cory Phillips, Ginno Construction)

STAFF PRESENT: Jim Hammond, City Administrator; Mike Gridley, City Attorney; Sam Taylor, Deputy City Administrator; Randy Adams, Deputy City Attorney; Kim Harrington, Project Coordinator; Howard Gould, Building Maintenance Supervisor; Troy Tymesen, Finance Director; Renata McLeod, Municipal Services Director/City Clerk.

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

WORKSHOP REGARDING THE CITY HALL REMODEL FINAL PLAN

Staff Report: Renata McLeod, Municipal Services Director, presented a preconstruction update on the City Hall Remodel Project. Ms. McLeod reviewed the history of the project and noted that on July 19, 2016 Council authorized a \$1.9 Million project budget with funding from property sale, General Fund, and Lease Funding. On February 7, 2017, Council approved the award of the Contract Manager/General Contractor (CM/GC) Contract to Ginno Construction. On March 23, 2017 Ginno opened bids for mechanical, plumbing and electrical.

Ms. McLeod reviewed the goals for the remodel, which are a new entrance with ADA elevator, ADA bathrooms, security enhancements, the Legal Department under one roof, Customer Service Center enhancements, maximized use of space, electrical upgrade, and HVAC and IT upgrades. She also reviewed the tentative timeline with construction starting on April 10, 2017, and completion in 180 days. She noted that the final moves into the Old Council Chambers will occur tomorrow. Ms. McLeod reviewed the staff project team members and the budget for the project, which includes \$148,250 in Architectural/Engineering costs, \$1.682 Million in

construction costs, with \$78,750 left for contingencies and owner required expenses (approximately 0.05%). Ms. McLeod noted that this is not much for contingencies compared to a normal public works project.

Ms. McLeod next reviewed the project scope and commented that they have brought forward a project that hits the goals that were originally set by Council. She also reviewed the add alternates and asked the Council to consider a roof top HVAC unit for the server room as it is an important item for the entire organization. She also noted that the add alternate for hydronic piping is important to do while ceiling tiles and grids are down as part of the project. Having the ceiling open and available creates an opportune time to do the hydronic piping. Ms. McLeod also noted that the Access Control equipment that would provide security for the building will cost \$47,840, and is an additional added cost, but the piping, wiring, etc. is all being done as part of the project.

Mr. Trapp introduced representatives from Ginno Construction, Rich Wells, Darrell Turner, and Cory Phillips. He noted that the employee bathrooms in the lower level will not be remodeled, although the ceilings in the bathroom will be redone. They will be moving the employee break room downstairs because the new elevator entrance requires the existing break room to be moved. Value engineering determined that the remodel of additional windows to the office area planned for the Legal-Criminal area and remodel of the single-user bathroom on the second floor be removed from the project. Mr. Trapp also noted that one office was deleted as the Community Planning Director will now move into the engineer's office. Things were also rearranged a bit in the Administration area, and a few of the add alternates were repackaged. Mr. Trapp noted that almost everything came down a little bit on price, except for the plumbing. Mr. Wells said that getting people to bid on the project was the hardest part, but they have a good crew and don't believe they will have any issues. He noted that there was a little bit of re-sequencing of the phasing which will hopefully make it easier for staff, and he commented that overall they were pleased with the bid results and the coverage on the project.

Mayor Widmyer asked about the timing for Add Alternate #4 (Roof Top HVAC Unit), and whether it could be added in after October 1st. Mr. Trapp said that they can reuse the existing curb that the current rooftop unit sits on so it can be changed out anytime. He noted that the unit would take about 12 weeks to arrive after the order is placed.

Mayor Widmyer asked about the additional cost for Access Control equipment and asked if it would also be another item to put in capital for the next budget year. Mr. Trapp said that they will have all of the rough-in and cabling to the door locations completed so all they would need to do is put in the operators at the doors and they are very easy to add at the end of the job.

Mayor Widmyer asked about Add Alternate #7 (Hydronic Piping) and noted that it makes sense to do it when the ceiling is open. Mr. Gould commented that when they do the remodel they will be adding a lot more heating valves and units in the ceiling that they don't have already. They will be taking all of the perimeter heating out and will have to add a lot more piping. The main is undersized and they will need to upsize the main to supply the hydronics to the coils. Mr. Gould commented that it really is a "must" that Add Alternate #7 be done. Mr. Trapp explained that the price for Add Alternate #7 is for the main lines that go in the hallways and that all of the

branch lines are included in the price. He noted that it would probably cost twice as much to do it later since you have to take the ceiling down.

Councilmember Evans asked about Add Alternate #2 (Upper Level Glass Replacement) and Add Alternate #3 (Lower Level Glass Replacement) and said that she thought that part of the project was to become energy efficient and replace the old windows. Mr. Trapp said that they picked some things that are easy to do at a later date and to keep within the budget that was one of the simple things to remove. He noted that it would be really easy at any time to change out the windows. Ms. McLeod confirmed that the windows had always been an add alternate.

Councilmember Miller asked if most of the add alternates were picked because they could be done later. Mr. Trapp said they were; however, Add Alternate #7 (Hydronic Piping) would cost the most later on down the road. Councilmember Miller confirmed that the Access Control equipment and HVAC units could be pushed into the next budget cycle.

Councilmember McEvers asked about Add Alternate #1 (Cement Fiber Siding), and Add Alternate #5 (Exterior Painting Existing CMU), and asked if you do #1, does it mean that you don't do #5. Mr. Trapp explained that they are two independent things and that the siding is the wood band around the top of the building which would be replaced with cement fiber siding that is painted. Mr. Wells said that Add Alternate #5 is for the concrete block. Mr. Gould confirmed that the building was painted about 6 years ago.

Councilmember McEvers asked about Add Alternate #6 (Lower Level Public Restrooms). Mr. Trapp said that those are the two public restrooms downstairs. They are adding a separate handicapped accessible restroom across the hallway from those restrooms. He noted that the two public restrooms could be easily remodeled down the road. They are also adding a handicapped restroom on the upper floor which is also included in the base bid.

Councilmember McEvers asked about Add Alternate #9 (Metal Canopies). Mr. Trapp said that they would be for the two doors on the lower level and would protect from rain and also shade the metal doors from the heat, which keeps them working well. Councilmember McEvers asked about snow piling up on the canopies and Mr. Trapp said that you would get a little bit of snow on them.

Councilmember Gookin asked if there is anything that didn't make the add alternate list that had been previously discussed. Mr. Trapp said that the listed alternates were included from before and they added two other items. Ms. McLeod explained that anything that they "value engineered" was not included as an alternate, nor in the base bid.

Councilmember English asked about Add Alternate #10 (Exterior Concrete Stairs) and whether it could be a separate project. Mr. Trapp confirmed that it could easily be a separate project and the only thing that would tie it in to the building would be providing power to a couple of lights.

Councilmember Gookin asked about windows in the Old Council Chambers. Mr. Gridley said that in the design phase they talked about putting windows in. Mr. Trapp said that to do the windows they would have to saw cut the masonry and patch and repair. He noted that it is quite

a bit of work to cut the windows in and they would also have to repaint the outside of that piece of the building. Councilmember Miller asked if the Old Council Chambers office space was designed for hard walls or dividers and Mr. Trapp confirmed that there would be hard walls and interior windows looking into the central space.

Councilmember Gookin said that things will only get more expensive in the future and he doesn't want to keep delaying the process. He noted that we have the resources now and the people and he supports the installation of windows in the Old Council Chambers.

Mayor Widmyer commented that in any remodel project, at some point in time you have to draw a line in the sand. He noted that he would be in favor of all of the Add Alternates, except for #10 (Exterior Concrete Stairs). Councilmember English said that he would agree with Add Alternates #1-9, and the windows for the Old Council Chambers. Councilmember Gookin said that he would like to see the exterior stairs be something like Tubbs Hill – more like a path rather than concrete stairs, and something that they could do in house. Councilmember Miller suggested working with the library on the stairs as a joint project.

Councilmember Evans said that she would also be in favor of Add Alternates #1-9, the Access Control Equipment, and windows in the Old Council Chambers. She asked how it is determined who gets an office and who doesn't. Mr. Taylor said that the determination came from him and noted that offices are typically for department heads to have a space that can be enclosed and as they were looking to cut costs, they were looking to find a solution. Councilmember Miller noted that they have added smaller conference room areas as separate space, but she thinks a department head needs to have private conversations with staff. Councilmember Evans commented that employee morale is a priority for her. Mr. Taylor commented that morale can go the opposite way when you have a general staff member who gets an office as opposed to a department head.

Mr. Trapp said that the next step is to try to get the numbers more fine-tuned. They will need to do a guaranteed maximum sum and an additional piece of the contract with Ginno. They will include the contingency in that number also.

Councilmember McEvers asked if Mr. Trapp's services would cost more for the Add Alternates. Mr. Trapp said that, technically, they should, but he will not charge more. Ms. McLeod said that the City will pay a little more to Ginno Construction for the Add Alternates.

Mayor Widmyer commented that the City is very fortunate to have a company of the quality of Ginno Construction to do this project.

Mr. Tymesen discussed financing of the remodel project. He noted that they have liquidated the old library and the \$525,000 from that sale has been dedicated to the remodel project. The total cost of the project with the Add Alternates would be \$2.182 million, and Mr. Tymesen said that he thinks they can find a lender that would finance a portion of the project. The State of Idaho has recognized that cities can lease equipment or assets and lease rates have gone up to about a 3.25% fixed rate. Mr. Tymesen said that he believes he can get the lease for 20 years. The idea is to match close to what they are currently paying in rent for the Criminal Division on Sherman

Avenue. He noted that the Fund Balance is \$8.6 million at this time, which is about 21% of the General Fund expenses. He explained that if the City did not receive any income, it could continue to pay its bills for about 2 ¾ months. He noted that the City is in good shape in regard to cash and recommends the lease option.

Councilmember McEvers asked if there was another way to just pay the additional \$250,000 out of the fund balance or from fees. Mr. Tymesen commented that they were going to go into the fund balance anyway for anything that was purchased out of next year's budget. Mayor Widmyer asked how much the City paid out of last year's fund balance for the remodel project. Mr. Tymesen responded that the amount was \$116,264, and confirmed that it would leave \$2,060,000 left over funding that is needed. Mr. Tymesen confirmed that if Council wanted to pay the whole amount out of the fund balance the City would still have 2.44 months of coverage in the fund balance.

Councilmember Gookin commented that building permits are on the rise and annexation fees are coming in in excess of what was budgeted. He noted that he finds it difficult to go to the public and explain why they are borrowing money at 3.25 percent when they have money in the bank and that it doesn't make financial sense to him.

Councilmember English said that he agrees with Councilmember Gookin, and Councilmember Miller said that she is kind of uncomfortable with the lease in that leasing something that isn't tangible as a repossess-able item seems awkward. She asked where the City would be in less than 24 months if they took the entire amount out of the fund balance. Mr. Tymesen commented that the only way that the fund balance grows is when revenues exceed projections and keeping expenses lower than anticipated. He noted that growth is good and consumer confidence is good, but that the City has also added new staff and put a new fire station in place with ongoing expenses.

Mayor Widmyer noted that the City's fund balance was \$8.6 million as of September 30th and asked what the balance was for the previous year. Mr. Tymesen said that the fund balance grew by approximately \$300,000-\$400,000. He also noted that there will be some retirements this year which will come back in at a lower wage rate. He commented that the forecast is good and we are in good economic times.

Councilmember Edinger commented that he would hate to go out and approach the people to borrow the money when we have the money. He thinks that they should put everything into the project that they want and pay for it and get it done because who knows down the road what is going to happen and who is going to be here.

Councilmember Evans said that she goes back to Troy's expertise and his guidance from a financial perspective. Mr. Tymesen recommends a lease and she would tend to lean that way. She also noted that the City has a great communications director who can explain the Council's decision.

Mr. Tymesen said that \$8.6 million in the fund balance is very healthy and he would not lose any sleep if Council said to take the money from the fund balance as long as the crew doesn't have major overages on the project.

Mayor Widmyer commented that on two occasions the Council has used large amounts from the fund balance and has been able to move forward and grow the fund balance from there. Councilmember McEvers commented that he thinks putting \$2 million into City is probably the right thing to do.

MOTION: Motion by Gookin, seconded by Miller, that Council approve Add Alternates 1 – 9, the purchase of the Access Control Equipment, and windows for the Legal Department (Old Council Chambers) not to exceed \$20,000.

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

MOTION: Motion by Gookin, seconded by English, that council approve using funds from the fund balance as well as proceeds from city-owned property sales as the sources for funding the City Hall remodel project.

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

DISCUSSION: Councilmember Gookin said that he heard a rumor that the City might be getting rid of the property on Fruitland. Mr. Tymesen confirmed that the proceeds from a sale would go into the fund balance.

Motion carried.

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

The meeting adjourned at 12:55 p.m.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, CMC
City Clerk

RECEIVED

APR 10 2017

CITY CLERK

City of Coeur d Alene
Cash and Investments
3/31/2017

Description	City's Balance
U.S. Bank	
Checking Account	9,384,936
Checking Account	30,295
Investment Account - Police Retirement	1,311,840
Investment Account - Cemetery Perpetual Care Fund	1,643,291
Wells Fargo Bank	
Federal Home Loan Bank	1,000,000
Community 1st Bank	
Certificate of Deposit	1,002,015
Certificate of Deposit	204,604
Idaho Independent Bank	
Secure Muni Investment	249,268
Idaho Central Credit Union	
Certificate of Deposit	249,995
Idaho State Investment Pool	
State Investment Pool Account	25,539,340
Columbia Bank	
Repurchase Agreement Account	2,685,953
Spokane Teacher's Credit Union	
Certificate of Deposit	250,648
Cash on Hand	
Finance Department Petty Cash	500
Treasurer's Change Fund	1,350
Police Change Fund	75
Library Change fund	180
Cemetery Change Fund	20
Total	<u>43,554,310</u>

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

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

RECEIVED

APR 10 2017

CITY CLERK

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

FUND	BALANCE 2/28/2017	RECEIPTS	DISBURSE- MENTS	BALANCE 3/31/2017
<u>General-Designated</u>	\$1,115,447	\$68,617	\$7,390	\$1,176,674
<u>General-Undesignated</u>	14,595,167	5,241,523	7,398,259	12,438,431
<u>Special Revenue:</u>				
Library	405,853	14,073	129,017	290,909
CDBG	(0)			(0)
Cemetery	(15,675)	26,777	22,385	(11,283)
Parks Capital Improvements	381,766	7,542	675	388,633
Impact Fees	2,908,137	55,757	91,084	2,872,810
Annexation Fees	385,244			385,244
Insurance	74,571	400		74,971
Cemetery P/C	1,644,936	5,317	5,139	1,645,114
Jewett House	17,317	500	148	17,669
Reforestation	24,982	275	250	25,007
Street Trees	200,049	8,400	1,088	207,361
Community Canopy	812	520	199	1,133
CdA Arts Commission	2,193			2,193
Public Art Fund	75,034			75,034
Public Art Fund - ignite	516,356			516,356
Public Art Fund - Maintenance	93,457			93,457
<u>Debt Service:</u>				
2015 G.O. Bonds	954,590	5,423		960,013
LID Guarantee	60,060	420		60,480
LID 149 - 4th Street				
<u>Capital Projects:</u>				
Street Projects	362,216	1,121,829	1,785,017	(300,972)
<u>Enterprise:</u>				
Street Lights	44,989	52,105	56,039	41,055
Water	1,966,144	307,025	289,142	1,984,027
Water Capitalization Fees	4,606,848	73,795	2,533	4,678,110
Wastewater	4,832,949	733,378	511,283	5,055,044
Wastewater-Reserved	855,653	27,500		883,153
WWTP Capitalization Fees	5,626,506	124,294	3,325	5,747,475
WW Property Mgmt	60,668			60,668
Sanitation	505,649	358,791	250,318	614,122
Public Parking	186,726	7,500	72,913	121,313
Drainage	650,542	93,122	13,259	730,405
Wastewater Debt Service	1,019,476			1,019,476
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Bil	226,910	202,732	226,990	202,652
LID Advance Payments	250			250
Police Retirement	1,337,102	14,340	23,872	1,327,570
Sales Tax	1,846	3,170	1,846	3,170
BID	158,909	7,244		166,153
Homeless Trust Fund	593	434	593	434
GRAND TOTAL	<u>\$45,884,271</u>	<u>\$8,562,803</u>	<u>\$10,892,764</u>	<u>\$43,554,310</u>

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

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

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 SIX MONTHS ENDED
 March 31, 2017

RECEIVED

APR 10 2017

CITY CLERK

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 3/31/2017	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$231,305	\$108,855	47%
	Services/Supplies	11,400	4,890	43%
Administration	Personnel Services	328,000	162,267	49%
	Services/Supplies	51,120	24,981	49%
Finance	Personnel Services	683,506	332,794	49%
	Services/Supplies	481,780	243,520	51%
Municipal Services	Personnel Services	1,153,286	576,246	50%
	Services/Supplies	507,013	267,214	53%
	Capital Outlay			
Human Resources	Personnel Services	233,632	105,826	45%
	Services/Supplies	93,025	35,305	38%
Legal	Personnel Services	1,114,688	549,492	49%
	Services/Supplies	92,653	35,942	39%
Planning	Personnel Services	545,298	262,613	48%
	Services/Supplies	39,350	10,153	26%
	Capital Outlay			
Building Maintenance	Personnel Services	365,580	152,917	42%
	Services/Supplies	155,606	52,826	34%
	Capital Outlay			
Police	Personnel Services	11,962,404	5,808,339	49%
	Services/Supplies	1,092,115	610,587	56%
	Capital Outlay	5,950	221,770	3727%
Fire	Personnel Services	8,811,284	4,428,990	50%
	Services/Supplies	546,653	238,219	44%
	Capital Outlay	320,000	2,454,028	767%
General Government	Services/Supplies	94,725	95,860	101%
	Capital Outlay		19,973	
Byrne Grant (Federal)	Services/Supplies			
	Capital Outlay			
COPS Grant	Personnel Services	190,189	46,737	25%
	Services/Supplies			
CdA Drug Task Force	Services/Supplies	30,710	10,300	34%
	Capital Outlay			
Streets	Personnel Services	2,321,133	1,242,593	54%
	Services/Supplies	645,980	363,904	56%
	Capital Outlay	57,000	46,131	81%

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
SIX MONTHS ENDED
March 31, 2017

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 3/31/2017	PERCENT EXPENDED
Engineering Services	Personnel Services	434,701	219,415	50%
	Services/Supplies	857,860	80,975	9%
	Capital Outlay			
Parks	Personnel Services	1,423,537	619,007	43%
	Services/Supplies	536,450	162,205	30%
	Capital Outlay	44,000	39,240	89%
Recreation	Personnel Services	550,809	206,217	37%
	Services/Supplies	157,430	54,983	35%
	Capital Outlay	5,000		
Building Inspection	Personnel Services	865,887	431,656	50%
	Services/Supplies	41,206	14,745	36%
	Capital Outlay			
Total General Fund		<u>37,082,265</u>	<u>20,341,715</u>	<u>55%</u>
Library	Personnel Services	1,208,298	587,862	49%
	Services/Supplies	199,850	106,175	53%
	Capital Outlay	160,000	70,769	44%
CDBG	Services/Supplies	606,873	38,988	6%
Cemetery	Personnel Services	186,235	91,005	49%
	Services/Supplies	100,500	40,698	40%
	Capital Outlay	30,000	12,780	43%
Impact Fees	Services/Supplies	760,039	265,000	35%
Annexation Fees	Services/Supplies	193,000	193,000	
Parks Capital Improvements	Capital Outlay	146,500	16,906	12%
Cemetery Perpetual Care	Services/Supplies	157,500	65,259	41%
Jewett House	Services/Supplies	25,855	5,056	20%
Reforestation	Services/Supplies	2,000	415	21%
Street Trees	Services/Supplies	100,000	23,868	24%
Community Canopy	Services/Supplies	1,500	1,162	77%
Public Art Fund	Services/Supplies	231,300	46,566	20%
		<u>4,109,450</u>	<u>1,565,509</u>	<u>38%</u>
Debt Service Fund		<u>937,407</u>	<u>73,264</u>	<u>8%</u>

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
SIX MONTHS ENDED
March 31, 2017

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 3/31/2017	PERCENT EXPENDED
Seltice Way	Capital Outlay	675,000	38,250	6%
Seltice Way Sidewalks	Capital Outlay	325,000		
Traffic Calming	Capital Outlay	25,000		
Govt Way - Hanley to Prairie	Capital Outlay	4,334,000	1,380,807	32%
Levee Certification	Capital Outlay	30,000	25,259	84%
I-90 Curb Ramps	Capital Outlay			
15th Street	Capital Outlay	20,000		
Medina Avenue	Capital Outlay		25,678	
Kathleen Avenue Widening	Capital Outlay	330,039		
Margaret Avenue	Capital Outlay	65,000		
Ironwood	Capital Outlay	400,000	426,284	107%
		6,204,039	1,896,278	31%
Street Lights	Services/Supplies	622,000	244,052	39%
Water	Personnel Services	1,951,906	957,418	49%
	Services/Supplies	4,376,100	868,503	20%
	Capital Outlay	3,225,000	159,891	5%
Water Capitalization Fees	Services/Supplies	1,950,000		
Wastewater	Personnel Services	2,609,284	1,288,230	49%
	Services/Supplies	7,205,619	1,420,737	20%
	Capital Outlay	12,496,100	1,037,658	8%
	Debt Service	2,178,063	768,621	35%
WW Capitalization	Services/Supplies	2,500,000		
Sanitation	Services/Supplies	3,359,286	1,456,421	43%
Public Parking	Services/Supplies	253,546	116,037	46%
	Capital Outlay	121,000	65,264	
Drainage	Personnel Services	110,381	58,425	53%
	Services/Supplies	637,130	127,161	20%
	Capital Outlay	400,000	21,426	5%
Total Enterprise Funds		43,995,415	8,589,844	20%
Kootenai County Solid Waste		2,500,000	1,054,018	42%
Police Retirement		173,200	86,079	50%
Business Improvement District		210,000	55,000	26%
Homeless Trust Fund		5,200	2,555	49%
Total Fiduciary Funds		2,888,400	1,197,652	41%
TOTALS:		\$95,216,976	\$33,664,262	35%

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

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

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

COMMITTEE MEMBERS

Council Member Ron Edinger, Chairperson
Council Member Kiki Miller
Council Member Amy Evans

STAFF

Juanita Knight, Senior Legal Assistant
Renata McLeod, Municipal Services Director
Sam Taylor, Deputy City Administrator
Jim Hammond, City Administrator
Troy Tymesen, Finance Director

Item 1. Approval of Request for Destruction of Records.
(Resolution No. 17-022)

Renata McLeod is requesting approval for destruction of various records. Mrs. McLeod noted in her staff report that the Building Services Department is requesting the destruction of temporary records that have been kept their minimum of two year retainage period. The Legal Department is requesting the destruction of civil files related to parking ticket appeals, parking commission correspondence, research and meeting minutes that have been retained electronically. The Municipal Services Department has recently come across records from 1977 to present which have surpassed the retention period and requests the destruction of such files including old code enforcement files, finger print cards, public hearing tapes and bid specifications. The Administration department requests the destruction of files from former Deputy City Administrator and City Administrators. The Finance Department has requested the destruction of employee time sheet through 2010, which are only required to be held three years.

MOTION: by Council Member Evans, seconded by Council Member Edinger, to recommend that Council adopt Resolution No. 17-022 authorizing staff to proceed with the destruction of records as listed pursuant to I.C. 50-908. Motion Carried.

Item 2. Approval of Amendments to Municipal Code Chapter 2.12.020, 2.12.030, and 2.12.040 related to Appointed Officials.
(CB 17-1011)

Renata McLeod is requesting Council approve amendments to the Municipal Code relating to Appointed Officials. Mrs. McLeod reported that during a recent public records request it made clear that the following code sections related to appointed officials are antiquated. Appointed officials, as noted within the Idaho Code (50-204-50-206), include the City Attorney, City Clerk, and City Treasurer (with the option for the Mayor and City Council to appoint other positions as deemed necessary). Municipal Code Section 2.12.020 states that the appointed official job duties shall be fixed by resolution. Idaho Code (50-207 and 50-208) provides an outline of duties for appointed position, and the City has adopted the personnel rule systems that include all job descriptions, including those filling appointed positions. Municipal Code 2.12.020 declares that the City Clerk shall keep three copies of each Resolution; however, the City does not adopt job duties by individual resolution (as they had upon appointment in the 1970's), rather one resolution adopting the personnel rules. The City Clerk can make certified copies of any original resolution at any time. Holding three copies is excessive. Staff

recommends the repeal of Section 2.12.020 and 12.12.030. Section 2.12.040 references the resolution, and such reference should be removed. Staff recommends an amendment to that section of code.

MOTION: by Council Member Evans, seconded by Council Member Edinger, to recommend that Council adopt Council Bill No. 17-1011 repealing M.C. Sections 2.12.020 & 2.12.030 and approving amendments to Section 2.12.040 relating to appointed officials . Motion Carried.

**Item 3. Setting of public hearing to modify the City's Parking Violation Fee Schedule.
(consent calendar)**

Sam Taylor said that as part of a 2016 update to a consultant-authored parking study, it was recommended the City consider implementing a courtesy ticket for a first-time parking violator and move to a tiered fine system thereafter. Two-hour time limit violations are now \$10 per violation. All other on-street violations, except handicap parking spot violations, are \$15. Handicap parking spot violations are \$100.

Parking Commission members have unanimously recommended such an approach for two-hour time limit tickets and are also recommending modifying other parking violations throughout the City to discourage violations of the various codes and state laws regarding parking rules. The courtesy ticket is also supported by the Coeur d'Alene Downtown Association.

As part of the courtesy ticket system, staff will develop an informational pamphlet explaining the tiered system, how overtime citations are issued, and providing information on longer-term parking in the City's public parking lots. The tiered ticket system for two-hour time limit violations would be as follows:

- First Ticket: Courtesy violation placed on windshield, along with informational pamphlet.
- Second Ticket: \$15
- Third Ticket: \$20
- Fourth Ticket & Thereafter: \$25

All other parking violations, excluding handicap parking violations would be changed to \$25 per violation.

Council Member Evans asked how the courtesy ticket works. Mr. Taylor said it will be a one-time per car courtesy ticket.

MOTION: by Council Member Evans, seconded by Council Member Edinger, to recommend that Council set a public hearing for May 2, 2017 regarding modifications to the City's parking violation fee schedule as presented. Motion Carried.

**Item 4. License Plate Recognition Software for Parking Enforcement, Sole Source Procurement.
(consent calendar)**

Sam Taylor said today's decision point is to declare Genetec License Plate Recognition Software to be sole source procured and authorize publishing a notice in the Coeur d'Alene Press of the City's intent to sole source. Mr. Taylor said this is another recommendation from the 2016 Parking Study update. Mr. Taylor went on to explain how the system works.

Mr. Taylor said the City contracts with Diamond Parking for its parking enforcement and Diamond utilizes a LPR system from Genetec, Inc., in the other localities where the company uses such systems, including Vancouver, B.C. Genetec's system directly integrates into all of the existing infrastructure and software systems utilized by Diamond Parking and the two companies already have a direct relationship. For this reason, it is appropriate to sole-source procure this equipment and software for use by the City's contractor to ensure the systems remain standard. From the customer side, receipts will no longer be required at McEuen Park's public parking lot, nor will anyone staying two hours or less even need to visit a Luke digital payment station. This will reduce lines at the stations and provide a better visitor experience overall. The system will also integrate into our existing call-to-park system, so those visitors familiar with it will never have to visit a Luke station again should they so choose, instead utilizing their phone to call or go online to pay after two hours of parking. Having this system in place will allow parking enforcement officers to more efficiently visit parking lots and the City's downtown on-street parking, moving more quickly throughout the community to ensure parking rules are being followed. The City Council approved in the FY 2016-17 budget a projected cost of \$88,500 for this system. However, Genetec's system is lower at \$50,230. Staff is also recommending, based on review from the City IT division, a five-year extended warranty for full replacement coverage of \$15,470 for a total of \$65,700. This equates to a total savings from the adopted budget of \$22,800.

Council Member Evans asked if this is only for McEuen parking lot or for all city parking lots. Mr. Taylor said it will be for all City parking lots.

Council Member Evans asked Mr. Taylor what a citizen is to do if they are going to run past the two hour free parking. Mr. Taylor said they would want to go back to the pay station to pay for the additional time (before their two hours is up). Or, they can use the "call to park" phone app to pay for additional time.

Council Member Evans asked Mr. Taylor to explain all the services Diamond Parking provides to the City. Mr. Taylor said they do all the parking enforcement, mooring, public lots, and on-street parking. They manage the overall collection process for people owing on tickets. The City manages the collection of all un-paid / past-due parking tickets and the City manages the appeal process for City tickets.

Council Member Edinger asked how the collections were coming along. Mr. Taylor said it coming along fairly well. The first round of collections generated approximately \$48,000. The past-due tickets sent to Chapman Financial has collected about \$13,000 for a total of about \$61,000.

MOTION: by Council Member Evans, seconded by Council Member Edinger, to recommend that Council declare that Genetec License Plate Recognition system be sole-source procured to be utilized by the City's parking enforcement contractor, Diamond Parking and authorize publishing a notice in the newspaper stating the City's intent to sole-source procure said equipment. Motion Carried.

The meeting adjourned at 12:15 p.m.

Respectfully submitted,


Juanita Knight
Recording Secretary

MEMORANDUM

DATE: April 3, 2017

FROM: SAM TAYLOR, DEPUTY CITY ADMINISTRATOR

RE: SETTING OF A PUBLIC HEARING TO MODIFY THE CITY'S PARKING VIOLATION FEE SCHEDULE

DECISION POINT: To set a public hearing regarding modification of the City's parking violations fee schedule.

HISTORY: As part of a 2016 update to a consultant-authored parking study, it was recommended the City consider implementing a courtesy ticket for a first-time parking violator and move to a tiered fine system thereafter. Two-hour time limit violations are now \$10 per violation. All other on-street violations, excepting handicap parking spot violations, are \$15. Handicap parking spot violations are \$100.

Parking Commission members have unanimously recommended such an approach for two-hour time limit tickets and are also recommending modifying other parking violations throughout the City to discourage violations of the various codes and state laws regarding parking rules.

As part of the courtesy ticket system, staff will develop an informational pamphlet explaining the tiered system, how overtime citations are issued, and providing information on longer-term parking in the City's public parking lots.

The courtesy ticket is also supported by the Coeur d'Alene Downtown Association.

The tiered ticket system for two-hour time limit violations would be as follows:

- First Ticket: Courtesy violation placed on windshield, along with informational pamphlet.
- Second Ticket: \$15
- Third Ticket: \$20
- Fourth Ticket & Thereafter: \$25

All other parking violations, excluding handicap parking violations would be changed to \$25 per violation.

FINANCIAL: The City's parking enforcement contractor, Diamond Parking, is prepared to implement this system with notice by the City, and there is no financial impact to modify the system. There will be a minor cost to print educational pamphlets.

DECISION POINT/RECOMMENDATION: Staff recommends the General Services Committee forward the proposed modifications to the City Council for public hearing at the May 2 regular meeting.

PARKING VIOLATIONS

Parking in Handicapped Zone	\$100.00	
All Other Parking Violations	\$ 15.00	<u>\$25.00</u>
Parking longer than maximum limit in meter zone or limited parking zone	\$ 10.00	
	<u>1st Ticket: Courtesy Warning</u>	
	<u>2nd Ticket: \$15.00</u>	
	<u>3rd Ticket: \$20.00</u>	
	<u>4th Ticket & Thereafter: \$25.00</u>	

BEER, WINE, AND/OR LIQUOR APPLICATION Expires March 1 annually

City of Coeur d' Alene
Municipal Services
710 Mullan Avenue
Coeur d' Alene, Idaho 83814
208.769.2229 Fax 769.2237

[Office Use Only] Amt Pd \$299.97
 Rec No 01242379
 Date 03/30/17
 Date to City Council: 4/18/2017
 Reg No. _____
 License No. _____
 Rv _____

Date that you would like to begin alcohol service 6-1-2017

Check the ONE box that applies:

<input type="checkbox"/>	Beer only (canned and bottled) not consumed on premise	\$ 50.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled) not consumed on premise	\$250.00 per year
<input type="checkbox"/>	Beer only (canned and bottled only) consumed on premise	\$100.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled only) consumed on premise	\$300.00 per year
<input type="checkbox"/>	Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
<input checked="" type="checkbox"/>	Beer and Wine (Draft, canned, and bottled) consumed on premise	\$400.00 per year
<input type="checkbox"/>	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
<input type="checkbox"/>	Transfer of ownership of a City license with current year paid Beer-to go only \$6.25 Beer- Can, Bottled only COP \$12.50 Beer- Draft, can, bottled COP \$25 Wine additional \$25 Consumed on premise yes no Transfer from _____ to _____	\$

Business Name	Midtown Pub	
Business Mailing Address	PO Box 105 CD'A ID 83816	
City, State, Zip	Coeur d'Alene, ID. 83816	
Business Physical Address	826 N 4th St. COA	
City, State, Zip	Coeur d'Alene, ID. 83814	
Business Contact	Business Telephone: 208-660-9252	Fax:
	Email address: tom@twfisher.com	
License Applicant	Thomas Fisher w.	
If Corporation, partnership, LLC etc. List all members/officers	Thomas W Fisher	

MEMORANDUM

DATE: April 3, 2017

FROM: SAM TAYLOR, DEPUTY CITY ADMINISTRATOR

RE: License Plate Recognition Software for Parking Enforcement, Sole Source Procurement

DECISION POINT: The City Council is requested to declare that the Genetec License Plate Recognition system be sole-source procured to be utilized by the City's parking enforcement contractor, Diamond Parking. The Council is also requested to authorize publishing a notice in the newspaper stating the City's intent to sole-source procure said equipment pursuant to the requirements of Idaho Code § 67-2808.

HISTORY: The City has sought to substantially increase efficiency and ease of use of its parking infrastructure for the community and to better manage overall enforcement of the downtown parking system.

As part of a 2016 Parking Study Update, the City's consultant recommended acquisition of a license plate recognition system to enhance parking enforcement and the parking user experience.

The City contracts with Diamond Parking for its parking enforcement and Diamond utilizes a LPR system from Genetec, Inc., in the other localities where the company uses such systems, including Vancouver, B.C.

Genetec's system directly integrates into all of the existing infrastructure and software systems utilized by Diamond Parking and the two companies already have a direct relationship. For this reason, it is appropriate to sole-source procure this equipment and software for use by the City's contractor to ensure the systems remain standard.

Idaho Code § 67-2808 allows sole source expenditures if the governing board declares that there is only one vendor reasonably available for the personal property to be acquired. Staff contends that the proposed pumping equipment meets the criteria of I.C. § 67-2808 (2) (a) (ii): "Where the compatibility of equipment, components, accessories, computer software, replacement parts or service is the paramount consideration." Staff has determined that the compatibility of this LPR system is a "paramount consideration" for the efficient performance of parking enforcement by our contractor, Diamond Parking, which utilizes this system for its parking enforcement in other jurisdictions it works on behalf of as well as its own private parking lots.

The LPR system has numerous benefits for management of the City's parking system as well as motorists utilizing public parking.

From the customer side, receipts will no longer be required at McEuen Park's public parking lot, nor will anyone staying two hours or less even need to visit a Luke digital payment station. This will reduce lines at the stations and provide a better visitor experience overall. The system will also

integrate into our existing call-to-park system, so those visitors familiar with it will never have to visit a Luke station again should they so choose, instead utilizing their phone to call or go online to pay after two hours of parking.

The system will “digitally chalk” tires to track vehicles and ensure motorists do move their vehicles away from a spot. Zones can be set within the system regarding how long a vehicle has been parked and what the specific rules might be for any area the City sets. A plate can be read by the device from 115-feet away and even if the parking enforcement vehicle is traveling up to 220 miles per hour (note: highly unlikely to ever occur).

Having this system in place will allow parking enforcement officers to more efficiently visit parking lots and the City’s downtown on-street parking, moving more quickly throughout the community to ensure parking rules are being followed.

The City is seeking a cloud-based system, which means there will be no necessary server equipment either at the City or at Diamond’s local office for this system and the information will be managed by Genetec on the City’s behalf. This provides additional cost savings.

FINANCIAL: The City Council approved in the FY 2016-17 budget a projected cost of \$88,500 for this system. However, Genetec’s system is lower at \$50,230. Staff is also recommending, based on review from the City IT division, a five-year extended warranty for full replacement coverage of \$15,470 for a total of \$65,700. This equates to a total savings from the adopted budget of \$22,800.

DECISION POINT/RECOMMENDATION: Staff recommends the City Council:

- 1) Declare that the following equipment manufacturer and LPR model to be sole sourced for use for parking enforcement:
 - Genetec Overtime with Managed Services and associated part numbers from attached quote.
- 2) Authorize the publication of a notice of intent to sole-source procure this LPR system.

Project Name: Overtime with Managed Services

Quote Number **SSGQ17633**

Presented To:
Diamond parking
Andrea Pierce,
1000 1st Ave South
Seattle, WA

Date 07/26/2016
Expiration Date 01/22/2017

Phone 509-747-8144
Email

Your Sales Rep
Mike O'Brien
Enterprise Sales Manager
Phone (708) 465-0812
Fax
mobrien@fedsig.com

Terms		Ship Via		FOB	
NET 30 With Account Approval		Ex-Works, University Park, IL		Origin	
Line	Qty	Part Number	Description	Unit Price	Extended Price
1	1	S-GSC-Av-MS2.0-1Y	GSC AutoVu Managed Service 2.0 for one (1) year. Maximum of 1 year Hit retention (with images) and 1 year read retention (without images). See product description for limitations. Max five (5) concurrent Security Desk connections. Includes: AutoVu base, Security Center mapping, List Updater and Pay-by-Plate Single. Includes Genetec Advantage	\$3,600.00	\$3,600.00
			<i>This is a recurring Annual Fee</i>		
2	1	S-GSC-Av-MS-1Patroller-1Y	GSC AutoVu Managed Service 1 Patroller Connection for one (1) year.	\$300.00	\$300.00
3	1	S-AU-M-OFFLINEM-AP-NA	MAPPING LICENSE INCLUDING DATA FOR NORTH AMERICA - PER VEHICLE LICENSE	\$425.00	\$425.00
4	1	S-AU-K-O2XS-850	AutoVu SharpX OVERTIME Dual base KIT includes main processing unit, hard mount brackets, wiring, Navigator Kit AutoVu Parking Kits - Inventory w/GPS, Tire Cameras, high resolution LPR units and in-vehicle license.	\$34,255.00	\$34,255.00
5	1	S-AU-K-PANACF19DUAL	PANASONIC TOUGHBOOK CF19 DUAL MODE NOTEBOOK COMPLETE KIT; 3 YEAR WARRANTY ON THE LAPTOP. LAPTOP, MOUNTING HARDWARE (VEHICLE MAKE AND MODEL MANDATORY AT TIME OF ORDER), DOCKING STATION, AND VEHICLE POWER ADAPTER. INCLUDES: AU-H-PANADKST18,AU-H-PANAPWS12V, AU-H-PANACF19DUAL2,AU-H-PANABATPWRCBL, AU-K-RAMMOUNT2,AU-H-RAMBASE	\$6,000.00	\$6,000.00
6	1	S-PS-AV-AMS-50-NA	Permit zone configuration services for AutoVu mobile with or without wheel imaging package (ex:zone editor, mapping, custom enforcement rules) Max. of 50 permit zones to be configured.	\$850.00	\$850.00
7	1	S-GSC-Av-MS-PBPU-PG-MULTI		\$300.00	\$300.00

Line	Qty	Part Number	Description	Unit Price	Extended Price
			GSC AutoVu Managed Service Upgrade to Pay-by-Plate Multi for one (1) year.		
8	1	TK-IO-CUSTINS	CUSTOM INSTALLATION SERVICES, COMMISSIONING & TRAINING	\$4,500.00	\$4,500.00
9			SubTotal		\$50,230.00
10			OPTIONAL EXTENDED WARRANTYS		
11	1	S-AU-K-OXX-EWAS-P2	Extended Warranty for AU-K-OXX kit with Advance Replacement coverage - Total warranty coverage of 2 Years when pre-paid at time of system purchase (one year included in the selling price for return and repair, plus update to advanced replacement plan and ONE (1) additional years). This includes coverage of AutoVu vehicle hardware, Patroller software upgrades and Bing license renewal. Does not cover in-vehicle PC. (Optional)	\$4,972.50	\$4,972.50
12	1	S-AU-K-OXX-EWAS-P3	Extended Warranty for AU-K-OXX kit with Advance Replacement coverage - Total warranty coverage of 3 Years when pre-paid at time of system purchase (one year included in the selling price for return and repair, plus update to advanced replacement plan and TWO (2) additional years). This includes coverage of AutoVu vehicle hardware, Patroller software upgrades and Bing license renewal. Does not cover in-vehicle PC. (Optional)	\$8,840.00	\$8,840.00
13	1	S-AU-K-OXX-EWAS-P4	Extended Warranty for AU-K-OXX kit with Advance Replacement coverage - Total warranty coverage of 4 Years when pre-paid at time of system purchase (one year included in the selling price for return and repair, plus update to advanced replacement plan and THREE (3) additional years). This includes coverage of AutoVu vehicle hardware, Patroller software upgrades and Bing license renewal. Does not cover in-vehicle PC. (Optional)	\$12,435.50	\$12,435.50
14	1	S-AU-K-OXX-EWAS-P5	Extended Warranty for AU-K-OXX kit with Advance Replacement coverage - Total warranty coverage of 5 Years when pre-paid at time of system purchase (one year included in the selling price for return and repair, plus update to advanced replacement plan and four (4) additional years). This includes coverage of AutoVu vehicle hardware, Patroller software upgrades and Bing license renewal. Does not cover in-vehicle PC. (Optional)	\$15,470.00	\$15,470.00
15	1	S-AU-K-OXX-EWRR-P2	Extended Warranty for AU-K-OXX kit with Return and Repair coverage - Total warranty coverage of 2 Years when pre- paid at time of system purchase (one year included in the selling price and one (1) additional year). This includes coverage of AutoVu vehicle hardware, Patroller software upgrades and Bing license renewal. Does not cover in-vehicle PC (Optional)	\$4,054.50	\$4,054.50
16	1	S-AU-K-OXX-EWRR-P3	Extended Warranty for AU-K-OXX kit with Return and Repair coverage - Total warranty coverage of 3 Years when pre- paid at time of system purchase (one year included in the selling	\$7,208.00	\$7,208.00

Line	Qty	Part Number	Description	Unit Price	Extended Price
17	1	S-AU-K-OXX-EWRR-P4	price and TWO (2) additional year). This includes coverage of AutoVu vehicle hardware, Patroller software upgrades and Bing license renewal. Does not cover in vehicle PC (Optional) Extended Warranty for AU-K-OXX kit with Return and Repair coverage - Total warranty coverage of 4 Years when pre-paid at time of system purchase (one year included in the selling price and three (3) additional years). This includes coverage of AutoVu vehicle hardware, Patroller software upgrades and Bing license renewal. Does not cover in-vehicle PC (Optional)	\$10,140.50	\$10,140.50
18	1	S-AU-K-OXX-EWRR-P5	Extended Warranty for AU-K-OXX kit with Return and Repair coverage - Total warranty coverage of 5 Years when prepaid at time of system purchase (one year included in the selling price and four (4) additional years). This includes coverage of AutoVu vehicle hardware, Patroller software upgrades and Bing license renewal. Does not cover in-vehicle PC. (Optional)	\$12,614.00	\$12,614.00

SubTotal	\$50,230.00
Tax	
Total	\$50,230.00
Recurring Totals	\$0.00

Quote Approved by:

Prices are firm until expiration date above unless shown otherwise. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. If the total price for the items set forth above exceeds \$50,000 then this quotation IS ONLY VALID if countersigned below by a Regional Manager of the Safety & Security Systems Group, Federal Signal Corporation. Installation is not included unless specifically quoted as a line item above. Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, and poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$385.00 per hour fee, plus equipment. Trenching is additional. Power Clause, bringing power to the equipment is the responsibility of the purchaser. Permit Clause, any special permits, licenses or fees will be additional. See attached Terms sheet.

Please make all payments payable to:

FEDERAL SIGNAL CORPORATION - ALERTING & NOTIFICATION SYSTEMS

Quote Number **SSGQ17633**

Approved by: _____

Date: _____

TERMS AND CONDITIONS

- (1) **AGREEMENT AND LIMITATIONS.** The agreement between Seller and Buyer (the "sales contract") with respect to the sale of goods (the "goods") described herein shall consist of the terms appearing herein with any additions or revisions of such terms mutually agreed to in writing by Seller and Buyer. Seller objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in Buyer's purchase order or in any other communication from Buyer to Seller unless specifically agreed to by Seller in writing. Except as expressly stated in the sales contract, no reference to Buyer's purchase order or other communication from Buyer shall be deemed to incorporate by reference any terms appearing therein. The sales contract shall be for the benefit of Seller and Buyer and not for the benefit of any other person. Prior courses of dealing, trade usage and verbal agreements not reduced to a writing signed by Seller, to the extent they modify, add to, detract from, supplant or explain the sales contract, shall not be binding on Seller.
- (2) **TERMINATION OR MODIFICATION.** The sales contract may be modified or terminated only upon Seller's written consent except that stenographic and clerical errors are subject to correction by Seller or upon Seller's written consent. If Seller shall declare or consent to a termination of the sales contract, in whole or in part, Buyer, in the absence of contrary written agreement signed by Seller, shall pay termination charges based upon expenses and costs incurred in the production of the goods or in the performance of the services to the date such termination is accepted by Seller including, but not limited to, expenses of disposing of materials on hand or on order from suppliers and the losses resulting from such disposition, plus a reasonable profit. Notwithstanding the foregoing any goods substantially completed or services performed on or prior to such termination shall be accepted and paid for in full by Buyer.
- (3) **PRICE AND PAYMENT.** Prices are subject to increase by Seller based on Seller's prices in effect at the time of shipment in all instances where specified shipment date is later than 30 days from date of order. Unless otherwise specified in the sales contract or Seller's applicable price list, prices are F.O.B. Seller's point of shipment, and the terms of payment are NET 30 days from the date of invoice. If the sales contract is for more than one unit of goods, the goods may be shipped in a single lot or in several lots at the discretion of Seller. In such event each such shipment shall be paid separately and Buyer shall be responsible for all transportation charges. Seller may require full or partial payment or payment guarantee in advance of shipment whenever, in its opinion, the financial condition of Buyer so warrants. Payment by credit card may be subject to a service charge.
- (4) **PAST DUE INTEREST:** Amounts not paid when due shall be subject to past due interest at the rate of 18% per year or the highest rate permitted by law, whichever is less.
- (5) **RISK OF LOSS.** Title to, ownership of, and risk of loss or damage to the goods shall pass to the buyer upon delivery thereof by Seller to the carrier. Buyer shall have sole responsibility for processing and collection of any claim of loss against the carrier.
- (6) **TAXES.** Prices do not include taxes. Buyer shall pay Seller, in addition to the price of the goods, any applicable excise, sales, use or other tax (however designated) imposed upon the sale, production, delivery or use of the goods ordered to the extent required or not forbidden by law to be collected by Seller from Buyer, whether or not so collected at the time of the sale, unless valid exemption certificates acceptable to the taxing authorities are furnished to Seller before the date of invoice.
- (7) **DELIVERY.** Promises of delivery from stock are subject to prior sale. Delivery dates are not guaranteed but are estimated on the basis of immediate receipt by Seller of all information to be furnished by Buyer and the absence of delays, direct or indirect, resulting from or contributed to by circumstances beyond Seller's reasonable control. Seller shall in good faith endeavor to meet estimated delivery dates but shall not be liable to Buyer for any damages as a result of any delay caused or contributed to by circumstances beyond Seller's reasonable control.

- (8) **DEDUCTIONS AND RETURNS.** Please contact the factory before returning any merchandise. A Return Material Authorization (RMA) must be obtained before returning merchandise for credit. All returns are subject to inspection of merchandise and any defects in the units will be charged back to the Buyer at the cost of parts and labor. Credit deductions will not be honored unless covered by a credit memorandum. Goods shipped to the Buyer may be returned to Seller for credit only upon the Seller's prior written consent (such consent to be in the sole discretion of Seller) and upon terms specified by Seller, including prevailing restocking, freight, and handling charges. Buyer assumes all risk of loss for such returned goods until actual receipt thereof by Seller. Agents of Seller are not authorized to accept returned goods or to grant allowances or adjustments with respect to Buyer's account.
- (9) **INSPECTION.** Buyer shall inspect the goods immediately upon the receipt thereof. All claims for any alleged defect in Seller's performance under this sales contract, capable of discovery upon reasonable inspection, must be fully set forth in writing and received by Seller within thirty days of Buyer's receipt of the goods. Failure to make any such claim within said thirty-day period shall constitute a waiver of such claim and an irrevocable acceptance of the goods by Buyer.
- (10) **LIMITED WARRANTY** Federal Signal Corporation, Emergency Products, (Federal) warrants each new product, except speakers, to be free from defects in material and workmanship, under normal use and service, for a period of (3) years on parts replacement from the date of manufacture stamped on the product and (1) year on labor from the date of delivery to the first user-purchaser except for noted products. Speakers are warranted for a period of (2) years on parts replacement from the date of manufacture stamped on the product and (1) year on labor from the date of delivery to the first user-purchaser. The following products are warranted for (5) years on parts replacement from the date of manufacture stamped on the product and (1) year on labor from the date of delivery to the first user-purchaser: "Light Emitting Diode" (LED) products (Signaltech and SignalMaster Plus LED products not included), "Ricochet" strobe power supplies, "Unitrol" brand products, rotating light assemblies from all lightbars, all rotating beacons and mini-light bars (Sentinel not included), all Phase II strobe beacon models, all 901 and 951 strobe beacon models, all 651 and 851 strobe beacon models, all US5, US6, and US7 UltraStar strobe beacon models, and all Arctic strobe beacon models.

Strobe flashtubes are warranted for (1) one year parts replacement from the date of delivery of the first user-purchase. During this warranty period, the obligation of Federal is limited to repairing or replacing, as Federal may elect, any part or parts of such product which after examination by Federal, is found to be defective as the result of a defect in material and/or workmanship. Federal will provide warranty for any unit which is delivered, transported prepaid, to the Federal factory or designated authorized warranty service center for examination and such examination reveals a defect in material and/or workmanship. This warranty does not cover travel expenses, the cost of specialized equipment for gaining access to the product, or labor charges for removal and re-installation of the product. Domes & lenses, lamps or batteries are not covered under warranty. This warranty does not extend to any unit which has subjected to abuse, misuse, improper installation or which has been inadequately maintained, nor damage resulting from incompatible chemicals or cleaning material, nor to units which have problems relating to service or modification at any facility other than the Federal factory or authorized service centers.

This warranty is in lieu of all other warranties, express or implied, including warranties of merchantability and fitness for a particular purpose.

- (11) **REMEDIES AND LIMITATIONS OF LIABILITY.** In the event Seller is claimed to have breached any of its obligations under the sales contract, whether of warranty or otherwise, Seller may repair any defective goods, request the return of the goods and tender, at Seller's options, a replacement shipment of goods or the purchase prices theretofore paid to Seller. Seller shall tender a refund of the purchase price at its option upon actual receipt of the goods by Seller. If Seller so requests the return of the goods, the goods will be re-delivered to Seller, transportation prepaid, in accordance with Seller's instructions. The remedies contained in this and the preceding paragraph constitute the sole recourse against Seller

for breach of any of Seller's obligations under the sales contract whether of warranty or otherwise. In no event shall Seller be liable for consequential damages nor shall Seller's liability on any claim for any direct, incidental, consequential or special damages arising out of or connected with the sales contract or the manufacture, sale, delivery or use of the goods exceed the purchase price of the goods.

Seller shall not be liable for failure to perform its obligations under the sales contract, resulting directly or indirectly from or contributed to by acts of God; acts of Buyer; civil or military authority; priorities; fires; war; riot; delays in transportation; lack of or inability to obtain raw materials, components, labor, fuel or supplies; or other circumstances beyond Seller's reasonable control, whether similar or dissimilar to the foregoing.

- (12) **PATENTS.** Seller shall hold Buyer harmless, to the extent herein provided, against any rightful claim of any third person by way of infringement of any United States Letters patent by such goods as are of Seller's own manufacture, but if Buyer furnished specifications to Seller, Buyer shall hold Seller harmless against any such infringement claims which arise out of compliance with such specifications. Seller's agreement in this paragraph to hold Buyer harmless shall not apply to any infringement consisting of the use of goods manufactured by Seller as a part of any combination with goods manufactured by Buyer or others. In the event that any goods manufactured by Seller are in any suit held to constitute infringement and their use is enjoined, Seller, if unable within a reasonable time to secure for Buyer the right to continue using such goods, either by suspension of the injunction, by securing for Buyer a license, or otherwise, shall at its own expense, either replace such goods with non-infringing goods or modify such goods so that they become non-infringing, or accept the return of the enjoined goods and refund the purchase price theretofore paid by Buyer less allowance for any period of actual use thereof.

Except as in this paragraph provided, Seller makes no warranty that the goods will be delivered free of the rightful claim of any third person by way of infringement or the like and Buyer's remedies will be limited to those provided in this paragraph.

- (13) **ASSIGNMENT AND DELEGATION.** No right or interest in this sales contract shall be assigned by Buyer without Seller's prior written consent, and no delegation of any obligation owed, or of the performance of any obligation, by Buyer shall be made without Seller's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes unless made in conformity with this paragraph 9, 10 and 11 hereof, and if effective shall be subject to all limitations of this sales contract.
- (14) **SEVERABILITY.** If any term, clause or provision contained in the sales contract is declared or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision herein contained.
- (15) **INSTALLATION.** Installation shall be by Buyer unless otherwise specifically stated on the sales contract.
- (16) **GOVERNING LAW AND LIMITATIONS.** The formation and performance of the sales contract shall be governed by the laws of the State of Illinois. Whenever a term defined by the Uniform Commercial Code as adopted in Illinois is used in these standard terms, the definition contained in said Uniform Commercial Code is to control. Any action by the Buyer for breach of the sales contract or any covenant or warranty contained herein must be commenced within one year after the cause of action accrued.

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

DATE: APRIL 18, 2017

FROM: RENATA MCLEOD, MUNICIPAL SERVICES DIRECTOR

SUBJECT: APPROVAL OF ORDINANCE SUMMARIES FOR ORDINANCE 3551, 3552, 3553, 3554, 3560, 3563, 3564, 3565, and 3566.

DECISION POINT:

- Approval of ordinance summaries for Ordinance No.'s 3551, 3552, 3553, 3554, 3560, 3563, 3564, 3565, and 3566.

HISTORY: At some point after November 2016, the form used for Municipal Code amendment Ordinance dropped the line required within the summary section. Each Ordinance passed thereafter failed to include the language that the full text of each Ordinance is available at Coeur d'Alene City Hall, 710 E. Mullan Avenue, Coeur d'Alene, Idaho, in the office of the City Clerk.

Idaho Code requires notification that the full text is available within the summary of the ordinance that is published in the paper. The Legal Department recommended the additional language be added to the summaries, re-approval by the Council (summary only), and then re-published.

This was simply a staff oversight and the summaries will be closely monitored in the future.

FINANCIAL: Summaries will be re-published and paid for out of an existing line item within the Municipal Services budget.

DECISION POINT/RECOMMENDATION:

- Recommendation to approve ordinance summaries for Ordinance No.'s 3551, 3552, 3553, 3554, 3560, 3563, 3564, 3565, and 3566.

SUMMARY OF COEUR D'ALENE ORDINANCE NO. 3551
Adding Chapter 5.75 to the City Code, Amending Certain Sections of the City
Code, Repealing Certain Sections of the City Code, and Re-Naming a
Chapter of the City Code

AN ORDINANCE ADDING CHAPTER 5.75 TO THE CITY CODE, ENTITLED “CONCESSIONS,” TO REGULATE THE OPERATION, LOCATION, AND PERMITTING OF MOBILE FOOD CARTS, MOBILE FOOD CONCESSIONS, MOBILE RETAIL CONCESSIONS, AND NON-MOBILE CONCESSIONS; PROVIDING FOR THE AMENDMENT OF THE FOLLOWING SECTIONS OF THE CITY CODE: 4.05.030(B), 4.15.060, 4.15.080, 4.15.090, 4.30.030, 4.30.050(D), 5.44.050, AND 17.07.615(A); PROVIDING FOR THE REPEAL OF THE FOLLOWING SECTIONS OF THE CITY CODE: 4.30.010, 4.30.020, 4.30.040, AND CHAPTER 5.18; PROVING THAT CHAPTER 4.30 BE RE-TITLED “COMMERCIAL ACTIVITY ON PUBLIC PROPERTY”; PROVIDING FOR THE REPEAL OF OTHER CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

THE ORDINANCE FURTHER PROVIDES THAT IT SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF ORDINANCE NO. 3551 IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO, IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. 3552
Adding Article X to Chapter 17.07 of the Coeur d'Alene Municipal Code

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ADDING A NEW ARTICLE X TO CHAPTER 17.07, ESTABLISHING CRITERIA, STANDARDS, AND PROCEDURES APPLICABLE TO MOBILE FOOD COURTS; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; PROVIDING THE PUBLICATION OF A SUMMARY AND PROVIDING AN EFFECTIVE DATE.

THE ORDINANCE FURTHER PROVIDES THAT IT SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF ORDINANCE NO. 3552 IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO, IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. 3553
Amending Provisions of Chapters 2.94 and 5.68 of the Municipal Code

AN ORDINANCE AMENDING PROVISIONS OF CHAPTERS 2.94 AND 5.68 OF THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AS FOLLOWS; AMENDING SECTION 2.94.020 REGARDING MEMBERSHIP OF THE CHILDCARE COMMISSION; AMENDING SECTION 2.94.060 REGARDING THE DUTIES OF THE CHILDCARE COMMISSION; AMENDING SECTION 5.68.100 REGARDING APPEALS; AMENDING 5.68.140 REGARDING THE EFFECT OF VIOLATIONS; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY; AND PROVIDING FOR AN EFFECTIVE DATE.

THE ORDINANCE FURTHER PROVIDES THAT IT SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF ORDINANCE NO. 3553 IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO, IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. 3554
Creating Municipal Code Chapter 10.30 entitled "Scofflaw Vehicles"

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ADDING A NEW CHAPTER, CHAPTER 10.30, ENTITLED "SCOFFLAW VEHICLES," TO THE MUNICIPAL CODE, WHICH PROVIDES DEFINITIONS, ESTABLISHES A SCOFFLAW LIST, PROVIDES FOR NOTICE AND AN APPEAL, AND PROVIDES THE AUTHORITY TO IMMOBILIZE SCOFFLAW VEHICLES; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; PROVIDING THE PUBLICATION OF A SUMMARY AND PROVIDING AN EFFECTIVE DATE.

THE ORDINANCE FURTHER PROVIDES THAT IT SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF ORDINANCE NO. 3554 IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO, IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. 3560
Amending Municipal Code Sections in Titles 16 and 17, and
Repealing Municipal Code Chapter 17.07, Article IX

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING MUNICIPAL CODE SECTIONS 16.15.160(B), 17.03.030(B), 17.05.090, 17.05.100, 17.05.150, 17.05.160, 17.05.170, 17.05.180, 17.05.230, 17.05.240, 17.05.250, 17.05.260, 17.05.270, 17.05.290, 17.05.310, 17.05.320, 17.05.340, 17.05.350, 17.05.390, 17.05.400, 17.05.500, 17.05.560, 17.05.580, 17.05.820(B), 17.05.835(B), and 17.44.030 TO REMOVE REFERENCES TO POCKET RESIDENTIAL AND HOUSING DEVELOPMENTS; REPEALING SECTION IX OF MUNICIPAL CODE CHAPTER 17.07 ENTITLED POCKET RESIDENTIAL DEVELOPMENT; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY; AND PROVIDING FOR AN EFFECTIVE DATE.

THE ORDINANCE FURTHER PROVIDES THAT IT SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF ORDINANCE NO. 3560 IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO, IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. 3563
Amending Sections 12.24.020 and 12.24.025 of the City Code

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF SECTIONS 12.24.020 and 12.24.025 OF THE CITY CODE RELATING TO SNOW AND ICE REMOVAL; PROVIDING FOR THE REPEAL OF OTHER CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

THE ORDINANCE FURTHER PROVIDES THAT IT SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF ORDINANCE NO. 3563 IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO, IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. 3564
Amending Chapter 8.08 of the City Code

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF CHAPTER 8.08 OF THE CITY CODE RELATING TO WEED ABATEMENT; PROVIDING FOR THE REPEAL OF OTHER CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

THE ORDINANCE FURTHER PROVIDES THAT IT SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF ORDINANCE NO. 3564 IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO, IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. 3565
Amending Certain Sections of Chapter 12.36 of the City Code,
Repealing Section 12.36.445 of the City Code, and
Amending Certain Sections of Chapters 17.02 and 17.07 of the City Code

AN ORDINANCE PROVIDING AMENDMENTS TO CHAPTER 12.36 ENTITLED URBAN FORESTRY BY AMENDING SECTIONS 12.36.010, 12.36.015, 12.36.020, 12.36.105(D), 12.36.115, 12.36.120, 12.36.125, 12.36.200, 12.36.205, 12.36.210, 12.36.235, 12.36.300, 12.36.305, 12.36.400, 12.36.405, 12.36.410, 12.36.430, 12.36.455, 12.36.505, AND 12.36.610, AMENDING ZONING DEFINITIONS 17.02.060, AND 17.07.920(B)(1)(f); AND PROVIDING FOR THE REPEAL OF SECTION 12.36.445 ENTITLED ROOT BARRIERS REQUIRED, OF THE COEUR D'ALENE MUNICIPAL CODE; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THE ORDINANCE; AND PROVIDING AN EFFECTIVE DATE THEREOF.

THE ORDINANCE FURTHER PROVIDES THAT IT SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF ORDINANCE NO. 3565 IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO, IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. 3566
Adding New Section 12.36.460 to the City Code

AN ORDINANCE PROVIDING FOR THE ENACTMENT OF A NEW SECTION 12.36.460 ENTITLED "TREE PROTECTION PLAN" OF THE COEUR D'ALENE MUNICIPAL CODE; PROVIDING FOR THE REPEAL OF OTHER CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

THE ORDINANCE FURTHER PROVIDES THAT IT SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF ORDINANCE NO. 3566 IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO, IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

GENERAL SERVICES COMMITTEE

DATE: April 10, 2017
TO: City Council
FROM: RENATA MCLEOD, Municipal Services Director
RE: Request for Destruction of Records

DECISION POINT:

Would the City Council approve the destruction of certain public records?

HISTORY:

The Building Services Department is requesting the destruction of temporary records that have been kept their minimum of two year retainage period. The Legal Department is requesting the destruction of civil files related to parking ticket appeals, parking commission correspondence, research and meeting minutes that have been retained electronically. The Municipal Services Department has recently come across records from 1977 to present which have surpassed the retention period and requests the destruction of such files including old code enforcement files, finger print cards, public hearing tapes and bid specifications. The Administration department requests the destruction of files from former Deputy City Administrator and City Administrators. The Finance Department has requested the destruction of employee time sheet through 2010, which are only required to be held three years. Please see the attached list for more specific information.

PERFORMANCE ANALYSIS: Because of the lack of storage space, records are routinely reviewed to determine if the necessity of maintaining the record is warranted. Because the attached list of records has exceeded the time required to maintain them and their useful life has been exhausted, it is necessary to purge these files in order to maintain storage space for future records.

DECISION POINT: To authorize staff to proceed with the destruction of records as listed pursuant to I.C. 50-908.

RESOLUTION NO. 17-022

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ALLOWING FOR THE DESTRUCTION OF RECORDS RETAINED BY THE BUILDING SERVICES, LEGAL, MUNICIPAL SERVICES, ADMINISTRATION, AND FINANCE DEPARTMENTS, OVER TWO (2) YEARS OLD OR DEEMED TEMPORARY BY THE CITY COUNCIL.

WHEREAS, the below records of the City of Coeur d'Alene, by reference made a part hereof, have been retained for at least the length of time required by Idaho Code Section 50-908,

RECORD DESCRIPTION	TYPE OF RECORD (Perm./Semi-P/Temp)	DATES OF RECORDS (From - To)
Building Services Department:		
Project Review files	Temporary	1999-2001
Project Review audio Tapes	Temporary	1995-1998
Legal Civil:		
Parking ticket appeals, receipts, Parking Commission meeting minutes (also have electronic), various parking issue misc., correspondence, notes, and research	Temp	2004-2015
Municipal Services:		
Public Hearing Tapes (5 boxes)	Temp	1992-2000
Records Requests	Temporary	2013-2014
Sign Board Hearing audio tapes	Temporary	1998-2010
Code Enforcement Files	Temporary	1999-2004
Code Enforcement Sign permit files/cards	Semi-permanent/ temporary	2004 and older
Fingerprint cards for city licenses (4 small boxes)	Temporary	1977-1997
Bid specifications from contract files (2 boxes)	Semi-permanent	1977-1983
Administration:		
Deputy City Admin Ingalls project files (2 boxes)	Temp	1999-2013
McEuen Playfield project coordinator files	Temp	2002
Finance Department		
Time sheets	Temp	Up to 2005

and

WHEREAS, the City Council has found, and does hereby find, such records to be of no value for information or otherwise to the public or to the City of Coeur d'Alene, and the storing of such records results in substantial unnecessary expense to the City;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that all such records be destroyed under the direction and supervision of the City Clerk.

DATED this 18th day of April, 2017.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER ENGLISH Voted _____

_____ was absent. Motion _____.

ANNOUNCEMENTS

Memo to Council

DATE: April 7, 2017

RE: Appointments to Boards/Commissions/Committees

The following appointment is presented for your consideration for the April 18th Council Meeting:

BRINNON MANDEL

Planning Commission

A copy of the data sheet has been placed by your mailboxes.

Sincerely,

Amy Ferguson
Executive Assistant

cc: Renata McLeod, Municipal Services Director
Hilary Anderson, Planning Commission Liaison

Memo to Council

DATE: April 12, 2017

RE: Appointments to Boards/Commissions/Committees

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

TOM MESSINA
RICK GREEN

DESIGN REVIEW COMMISSION
DESIGN REVIEW COMMISSION

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

Sincerely,

Amy Ferguson
Executive Assistant

cc: Renata McLeod, Municipal Services Director
Tami Stroud, Design Review Commission Liaison

Memo to Council

DATE: April 13, 2017

RE: Appointments to Boards/Commissions/Committees

The following appointment is presented for your consideration for the April 18th Council Meeting:

MICHAEL DROBNOCK CDA TV COMMITTEE
(Representing City of Hayden)

A data sheet has been requested.

Sincerely,

Amy Ferguson
Executive Assistant

cc: Renata McLeod, Municipal Services Director/CDATV Liaison

Memo to Council

DATE: April 13, 2017

RE: Appointments to Boards/Commissions/Committees

The following reappointment is presented for your consideration for the April 18th Council Meeting:

MIC ARMON IGNITE CDA

A data sheet for Mr. Armon has been requested.

Sincerely,

Amy Ferguson
Executive Assistant

cc: Renata McLeod, Municipal Services Director
Tony Berns, Ignite CDA Executive Director

GENERAL SERVICES COMMITTEE

**GENERAL SERVICES COMMITTEE
M E M O R A N D U M**

DATE: APRIL 10, 2017

FROM: RENATA MCLEOD, MUNICIPAL SERVICES DIRECTOR

RE: APPROVAL OF AMENDMENTS MUNICIPAL CODE CHAPTER 2.12.020,
2.12.030, AND 2.12.040 RELATED TO APPOINTED OFFICIALS.

DECISION POINT:

- Approval of repeal of Municipal Code Sections 2.12.020, 2.12.030, and amendments to Section 2.12.040, related to appointed officials.

HISTORY: During a recent public records request it made clear that the following code sections related to appointed officials are antiquated. Appointed officials, as noted within the Idaho Code (50-204-50-206), include the City Attorney, City Clerk, and City Treasurer (with the option for the Mayor and City Council to appoint other positions as deemed necessary). Municipal Code Section 2.12.020 states that the appointed official job duties shall be fixed by resolution. Idaho Code (50-207 and 50-208) provides an outline of duties for appointed position, and the City has adopted the personnel rule systems that include all job descriptions, including those filling appointed positions. Municipal Code 2.12.020 declares that the City Clerk shall keep three copies of each Resolution; however, the City does not adopt job duties by individual resolution (as they had upon appointment in the 1970's), rather one resolution adopting the personnel rules. The City Clerk can make certified copies of any original resolution at any time. Holding three copies is excessive. Staff recommends the repeal of Section 2.12.020 and 12.12.030. Section 2.12.040 references the resolution, and such reference should be removed. Staff recommends an amendment to that section of code. The proposed code repeal and amendments are attached.

FINANCIAL: Amendments to the Municipal Code may have a small codification cost associated with the action.

DECISION POINT/RECOMMENDATION:

- Recommendation of Approval of repeal of Municipal Code Sections 2.12.020, 2.12.030, and amendments to Section 2.12.040, related to appointed officials.

ORDINANCE NO.
COUNCIL BILL NO. 17-1011

AN ORDINANCE REPEALING THE FOLLOWING SECTIONS OF THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO: 2.12.020 AND 2.12.030; AMENDING SECTION 2.12.040 OF THE 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, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that said amendments to the Municipal Code be adopted;

NOW, THEREFORE,

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

SECTION 1. That Coeur d'Alene Municipal Code Section 2.12.020 be repealed.

~~2.12.020: POWERS AND DUTIES FIXED BY RESOLUTION:~~

~~The powers, duties and obligations of all appointive officers shall be fixed by resolution. (Ord. 1422 §2, 1976)~~

SECTION 2. That Coeur d'Alene Municipal Code Section 2.12.030 be repealed.

~~2.12.030: COPIES OF RESOLUTIONS ON FILE:~~

~~Three (3) copies of each such resolution, as described in Section 2.12.020, duly certified by the City Clerk, shall be kept on file in the office of the City Clerk for use and examination of and by the public. (Ord. 1422 §3, 1976)~~

SECTION 3. That Coeur d'Alene Municipal Code Section 2.12.040 be amended as follows:

~~2.12.040: CITY CLERK AND ATTORNEY; APPOINTMENT; REMOVAL; DUTIES:~~

~~A City Clerk, City Treasurer and City Attorney shall be appointed as provided by the Idaho Code. Their removal from office shall be accomplished as provided by such code, and their duties shall be those provided by such code. and resolution of the City Council.~~

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

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.

SECTION 6. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

APPROVED, ADOPTED and SIGNED this 18th day of April, 2017.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO.
Repealing Sections 2.12.020 and 2.12.030, and amending section 2.12.040
of the Municipal Code

AN ORDINANCE REPEALING THE FOLLOWING SECTIONS OF THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO: 2.12.020 AND 2.12.030; AMENDING SECTION 2.12.040 OF THE 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 the Chief Civil Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Repealing Sections 2.12.020 and 2.12.030, and amending section 12.20.040 of the Municipal Code of the City of Coeur 'Alene, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 18th day of April, 2017.

Randall R. Adams, Chief Deputy City Attorney

OTHER BUSINESS

**CITY COUNCIL
STAFF REPORT**

DATE: April 12, 2017
FROM: Chris Bosley – City Engineer
SUBJECT: ignite cda Construction Funding – Seltice Way Revitalization Project

=====

DECISION POINT:

Should the City Council enter into an agreement with ignite cda for construction funding for the Seltice Way Revitalization project?

HISTORY:

The ignite cda board agreed to pay up to \$4,560,000 for construction of the Seltice Way Revitalization project, which includes \$612,000 for construction phase services. Bids were opened on March 14th, and the construction contract was awarded to T. LaRiviere with a Base Bid amount of \$3,904,660.08. Additional funding is being provided by Hayden Area Regional Sewer Board (HARSB), Post Falls Highway District, and the City Water Department. A written agreement is needed between ignite cda and the City of Coeur d Alene to allow for this transfer of funds.

FINANCIAL ANALYSIS:

ignite cda has agreed to fund \$4,560,000 toward the project, making it financially feasible. Adequate funding is not available in the City budget alone.

PERFORMANCE ANALYSIS:

Entering into this agreement will enable funding for the project.

DECISION POINT/RECOMMENDATION:

The City Council is being asked to enter into an agreement with ignite cda for up to \$4,560,000 in construction funding for the Seltice Way Revitalization project.

RESOLUTION NO. 17-023

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING AN AGREEMENT FOR THE FINANCING OF CONSTRUCTION FOR THE SELTICE WAY IMPROVEMENT PROJECT WITH THE COEUR D'ALENE URBAN RENEWAL AGENCY D/B/A IGNITE CDA.

WHEREAS, the City Engineer of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into an Agreement for Financing of Construction, pursuant to terms and conditions set forth in said agreement, attached hereto as Exhibit "1" and by reference made a part hereof; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into an Agreement for Financing of Construction, in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 18th day of April, 2017.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER ENGLISH Voted _____

_____ was absent. Motion _____.

AGREEMENT FOR FINANCING OF CONSTRUCTION Seltice Way Improvement Project: Coeur D'Alene, Idaho

This Agreement, effective as of the 18th day of April, 2017, is made and entered into between the **Coeur d'Alene Urban Renewal Agency d/b/a Ignite Cda** (the "Agency") and the **City of Coeur d'Alene, Idaho** (the "City") relating to the financing and construction of certain public improvements to Seltice Way, located in Coeur d'Alene, Idaho (the "**Project**"). The City and the Agency are each referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, the Agency is an independent public body corporate and politic, as a duly created and existing urban renewal agency for the City authorized under the authority of the Idaho Urban Renewal Law of 1965, Title 50, Chapter 20, Idaho Code, as amended (the "**Law**"), and the Local Economic Development Act, Title 50, Chapter 29, Idaho Code, as amended (the "**Act**"); and

WHEREAS, the City is a municipal corporation duly organized, existing and operating under the laws and Constitution of the State of Idaho (the "**State**"); and

WHEREAS, the City Council of the City adopted its Ordinance No. 3155 on November 18, 2003, approving the River District Redevelopment Plan (the "**Plan**"); and

WHEREAS, the City Council adopted its Ordinance No. 3542 on July 13, 2016, approving the First Amendment to the Plan, deannexing certain parcels from the River District; and

WHEREAS, pursuant to the Act, the Law and the Plan, the Agency is authorized to carry out the purposes and various projects under the Plan, and to enter into and carry out contracts or agreements in connection therewith, including but not limited to, the Project; and

WHEREAS, the Agency has found that the Project will promote redevelopment that is consistent with the goals of the Plan; and

WHEREAS, the City owns or controls certain real property more commonly known as Seltice Way, located in Coeur d'Alene, Idaho (the "**Project Site**") and intends to reconstruct the roadway, sidewalk, and related improvements; and

WHEREAS, the Agency has previously contributed certain funds of the Agency for the design stages of the Project;

WHEREAS, the Agency has agreed, in accordance with its Plan, and for the benefit of the City and the Agency, to contribute certain funds of the Agency to the City for the purpose of financing the construction of the Project.

NOW THEREFORE, it is agreed as follows:

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

II. Financing of Construction of Project. The Agency has agreed to pay up to Four Million Five-Hundred Sixty Thousand Dollars (\$4,560,000) (the “**Agency Contribution**”) to the costs of construction of the Project (the “**Construction Costs**”), with said Construction Costs related to Project elements constructed solely within the boundary of the revenue allocation area subject to the Plan, commonly known as the River District, provided the City at all times complies with the terms of this Agreement and spends the Agency Contribution in fiscal years 2017 and 2018. An Agency Board member, and/or the Agency’s Executive Director, shall be a member of the Project implementation team and the Agency shall approve any and all construction draw requests made of the City, submitted pursuant to any Construction Agreement entered into by the City in connection with the financing and construction of the Project. This requirement shall be included in all Construction Agreements entered into in connection with the Project, so as to require Agency sign-off as a prerequisite to disbursement of any Agency funds pursuant to such draw request. The Agency shall have the ability, in its sole discretion, to hire a third-party consultant or expert to oversee the construction of the Project, at Agency’s expense. The City agrees to cooperate, or cause its contractor or other party acting on behalf of the City to reasonably cooperate, with such third-party consultant or expert.

III. Payments by the Agency. Provided that the City is in compliance with the terms and conditions of this Agreement, within thirty (30) days of a project draw request of the contractor being submitted to the Agency, which has been signed and approved by the Project’s contract engineer, the City and the Agency, the Agency will pay directly to the contractor the amount requested under the draw request, but not exceeding the total Agency Contribution.

IV. Changes during Construction. All material changes to the Project, including but not limited to material changes to the Final Design, and any change orders submitted during the construction phase of the Project in excess of One Thousand Dollars (\$1,000) shall be subject to prior written approval by the Agency.

V. Antidiscrimination. The City, for itself and its successors and assigns, agrees that in the construction, design and installation of the Project provided for in this Agreement, the City will not discriminate against any employee or applicant for employment because of age, race, handicap, color, creed, religion, sex, marital status, ancestry, or national origin.

VI. Insurance. The City, or its general contractor, shall, at their sole cost, obtain and maintain in force for the duration of this Agreement, or beyond as set forth below, insurance of the following types, with limits not less than those set forth below, and in a form acceptable to the Agency, to insure the Agency’s interest in the Project:

- (a) Commercial General Liability Insurance, with a broad form general liability endorsement or equivalent, in an amount not less than \$2,000,000 per occurrence for bodily injury and property damage, in an amount not less than \$2,000,000 each

person for personal injury and per occurrence for advertising injury. Such policy shall include contractual liability (including this Agreement), and independent contractor liability. Such policy shall have an aggregate products/completed operations liability limit of not less than \$2,000,000 and a general aggregate limit of not less than \$2,000,000, which general aggregate limit will be provided on a per project basis. The products/completed operations liability coverage shall be maintained in full force and effect for not less than three (3) years following completion of the Project. The policy shall name the City as the insured and shall be endorsed to name the Agency, including its respective affiliates, officers, directors, and employees as additional insureds.

(b) The City shall ensure that its general contractor, contractors, subcontractors and sub-subcontractors working on the improvements related to the Project have Commercial General Liability Insurance with a broad form general liability endorsement, or equivalent, in an amount not less than \$1,000,000 each occurrence for bodily injury and property damage, and in an amount not less than \$1,000,000 each person for personal injury and advertising injury. Such policy shall have an aggregate products/completed operations liability limit of not less than \$2,000,000 and a general aggregate limit of not less than \$2,000,000, which general aggregate limit will be provided on a per project basis. This policy shall be endorsed to name the Agency, including its respective affiliates, directors, and employees, as additional insureds, and shall include additional insured endorsements in favor of the Agency, or its assigns.

(c) Workers' Compensation Insurance, including occupational illness or disease coverage, in accordance with the laws of the nation, state, territory, or province having jurisdiction over the City's employees, and Employer's Liability Insurance with a minimum limit of \$1,000,000 per accident and, for bodily injury by disease, \$1,000,000 per employee. The City shall not utilize occupational accident or health insurance policies, or the equivalent, in lieu of mandatory Workers' Compensation Insurance or otherwise attempt to opt out of the statutory Workers' Compensation system.

(d) Automobile Liability Insurance covering use of all owned, non-owned, and hired automobiles, with a minimum combined single limit of liability for bodily injury and property damage of \$1,000,000 per occurrence. This policy shall be endorsed to name the Agency, including its respective affiliates, directors, and employees, as additional insureds, and shall include additional insured endorsements in favor of the Agency, or its assigns.

(e) A builder's risk, "all-risk" or equivalent policy, completed value non-reporting form of fire, extended coverage, vandalism and malicious mischief, which shall include coverage for completion and/or occupancy. Such insurance shall be maintained until final payment to the general contractor or contractor, as applicable, has been made for the work necessary to construct the Project. This insurance shall insure interests of the City, the Agency, the general contractor, contractors, subcontractors and sub-subcontractors. The Project shall be included as "insured property" under such policy. The policy shall be in an amount that is not less than 100% of the replacement cost of the improvements, and name the Agency, or its assigns, as an additional insured and lender's

loss payee, and shall include additional insured endorsements and lender's loss payable endorsements in favor of the Agency, or its assigns.

(f) Insurance against loss or damage to the Project and improvements by fire and any and all risks covered by insurance of the type known, as of the date hereof, as "special form coverage," including but not limited to fire (with extended coverage) and mischief, collapse, earthquake, flood, windstorm, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements, which shall cover necessary and reasonable expenses for any architectural or engineering expenses required as a result of such insured loss, in an amount not less than one hundred percent (100%) of the full replacement cost of the improvements, as determined from time to time by the Agency, without deduction for depreciation. Any proceeds received hereunder will be used to replace and/or reconstruct the Project.

(g) All insurance policies provided by the City or its general contractor, contractors, subcontractors and sub-subcontractors under this Agreement shall include a waiver of subrogation by the insurers in favor of the Agency, and shall be endorsed to evidence this waiver. City hereby releases the Agency, including its respective affiliates, directors, and employees, for losses or claims for bodily injury, property damage, or other insured claims arising out of City's performance under this Agreement or construction of the Project.

(h) All policies shall be in form and substance acceptable to the Agency. Each policy shall provide by its terms that it cannot be cancelled or materially changed except upon at least thirty (30) days' prior written notice to the Agency. At least thirty (30) days prior to the expiration date of any policy, a renewal policy or binder for or a certificate of such policy shall be delivered by the City to the Agency. Prior to the commencement of any construction of the Project, the City shall provide the Agency a copy of each policy required under this Agreement or a certificate of each policy, at the Agency's option, and the City shall provide a copy of all executed endorsements required under this Agreement. At the Agency's request, the City shall provide a certified copy of each policy required under this Agreement. If any policy requires deductibles, the City shall pay the cost of such deductibles.

(i) All policies of insurance required by this Agreement shall be issued by insurance companies with a general policyholder's rating of not less than A and a financial rating of AAA (or equivalent ratings if such are changed) as rated in the most current available "Best's Key Rating Guide" and qualified to do business in the State of Idaho.

(j) The foregoing insurance coverage shall be primary and noncontributing with respect to any other insurance or self-insurance that may be maintained by the Agency. The fact that the City has obtained the insurance required in this Section shall in no manner lessen or affect the City's other obligations or liabilities set forth in the Agreement.

Anything herein to the contrary notwithstanding, the Agency may permit the City to become self-insured for all or any part of the foregoing requirements if such self-insurance is permitted by, qualifies under and satisfies all applicable requirements of the laws of the State of Idaho and the Agency is named as an additional insured.

VII. Damage and Destruction; Condemnation. In the event that the Project, or any part thereof, is damaged or destroyed, or title to the Project, or any part thereof, is taken by any governmental body other than the City through the exercise of the power of eminent domain, any condemnation award or insurance proceeds payable to or for the account of the City shall be used to rebuild, replace, repair or restore the Project to the extent of such damage, destruction or taking. In the event the City reasonably determines that such rebuilding, replacement, repair or restoration of the Project is impracticable or not feasible, such proceeds shall be used to reimburse the Agency for the Agency Contribution. In the event of a partial taking or partial destruction of the Project, the City shall first apply such condemnation award or insurance proceeds to repair or restore the remainder of the Project to the extent such Project has been destroyed, or to replace the portion of the Project taken in any partial condemnation, and shall apply any amount not so expended to reimburse the Agency for its proportionate share of the costs of the Project components funded with the Agency Contribution subject to such partial taking or partial damage or destruction.

VIII. Use of the Project. The Project shall at all times remain open to and used by the public up to and including December 31, 2027.

IX. Default. Neither Party shall be deemed to be in default of this Agreement except upon the expiration of forty-five (45) days from receipt of written notice of default from the other Party specifying the particulars in which such Party has failed to perform its obligations under this Agreement. Such Party may, prior to expiration of said 45-day period, rectify the particulars specified in said notice of default. In the event the Party does not rectify the default within 45 days of receipt of the notice of default, the nondefaulting Party may do the following:

(a) The non-defaulting Party may terminate this Agreement upon written notice to the defaulting Party and recover from the defaulting Party all direct damages incurred by the non-defaulting Party.

(b) The non-defaulting Party may seek specific performance of this Agreement and, in addition, recover all damages incurred by the non-defaulting Party. The Parties declare it to be their intent that this Agreement may be specifically enforced.

(c) In the event the City defaults under this Agreement, the Agency (the non-defaulting Party) shall have the right to seek reimbursement of any funds provided to the City pursuant to this Agreement, plus any additional amount due by the Agency to its lenders due to a determination of taxability caused by the City's violation of the covenants contained herein to maintain the tax-exempt use of the Project.

X. Indemnification. The City shall indemnify and hold the Agency, and its respective officers, agents, and employees harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable attorney fees

(collectively referred to in this section as “Claim”), which may be imposed upon or incurred by or asserted against the Agency, the City, or their respective officers, agents, and employees relating to the construction, design or installation of the Project. Notwithstanding the foregoing, the City shall have no obligation to indemnify and hold the Agency and its officers, agents, and employees harmless from and against any matter to the extent it arises from the active negligence or willful act of the Agency, or its officers, agents, or employees, or from the active negligence or willful act of the Agency resulting in an award of punitive damages against the Agency or the City. In the event an action or proceeding is brought against the Agency, or its officers, agents, and employees, by reason of any such claim, the City, upon written notice from the Agency, shall, at the City’s expense, resist or defend such action or proceeding by counsel selected by the City or the City’s insurance carrier.

XI. Access to Reports. All Parties agree to provide all information regarding the Project to all other Parties upon reasonable request to the appropriate Authorized Representative as designated under Section XVI.

XII. 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 therein.

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

XIV. Assignment. The rights, obligations and duties of the Agency and the City under this Agreement shall not be assigned or transferred, in whole or in part, without the prior written permission of the other Party.

XV. Notice and Receipt.

(a) Notices. All notices given pursuant to this Agreement shall be in writing and shall be given by personal service, by United States mail, or by United States express mail, or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the appropriate Party at the address set forth below:

If to City: Chris Bosley, City Engineer
710 E. Mullan Avenue
Coeur d' Alene, ID 83814

If to Agency: Ignite Cda Executive Director
105 N. 1st Street, Suite 100
Coeur d' Alene, Idaho 83814

The person and address to which notices are to be given may be changed at any time by any Party upon written notice to the other Party. All notices given pursuant to this Agreement shall be deemed given upon receipt.

(b) **Receipt.** For the purpose of this Agreement, the term “receipt” shall mean the earlier of any of the following:

- (i) the date of delivery of the notice or other document to the address specified above as shown on the return receipt;
- (ii) the date of actual receipt of the notice or other document by the person or entity specified above; or
- (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of:
 - (a) the date of the attempted delivery or refusal to accept delivery,
 - (b) the date of the postmark on the return receipt, or
 - (c) the date of receipt of notice of refusal or notice of non-delivery by the sending Party.

XVI. Authorized Representative. The Agency hereby designates Tony Berns, its Executive Director, as its Authorized Representative. The City hereby designates Chris Bosley, its City Engineer, as its Authorized Representative.

XVII. 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 prevailing Party shall be entitled to reasonable attorney fees, court costs, and such other costs as may be found by the court.

XVIII. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties.

XIX. Parties in Interest. Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the City and the Agency any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the City and the Agency.

XX. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Agreement, this Agreement shall be construed and enforced as if such illegal or invalid provisions had not been contained herein or therein.

XXI. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement.

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

DATED this ____ day of _____, 2017.

COEUR D'ALENE URBAN RENEWAL
AGENCY D/B/A IGNITE CDA

By _____
Tony Berns
Its Executive Director

DATED this 18th day of April, 2017.

CITY OF COEUR D'ALENE, IDAHO

By _____
Steve Widmyer
Its Mayor

ATTEST:

Renata McLeod, City Clerk

STAFF REPORT

DATE: April 18, 2017
FROM: Tim Martin, Streets & Engineering Director
SUBJECT: Approval of Low Bidder for the 2017 Overlay Project

DECISION POINT

Staff is requesting the City Council to approve Poe Asphalt Paving, Inc. for the 2017 Overlay Project.

HISTORY

The City of Coeur d'Alene received three responsive bids:

Poe Asphalt Paving, Inc.	\$ 529,767.15
Coeur d'Alene Paving, Inc.	\$ 561,142.00
Interstate Asphalt & Concrete, Co.	\$ 703,643.90
Engineer's Estimate	\$ 544,012.00

FINANCIAL ANALYSIS

The overlay program is a budgeted item. The budgeted amount is \$730,000.00.

PERFORMANCE ANALYSIS

The City of Coeur d' Alene received three responsive bids for this years overlay. The largest differences in the bids were in asphalt costs. The streets that will be overlaid this year are attached.

RECOMMENDATION

Staff recommends a motion for the approval of Poe Asphalt Paving, Inc. as the low responsive bidder and authorization for the mayor to execute the contract for the 2017 overlay program.

2017 Street Overlay & Chip Seal

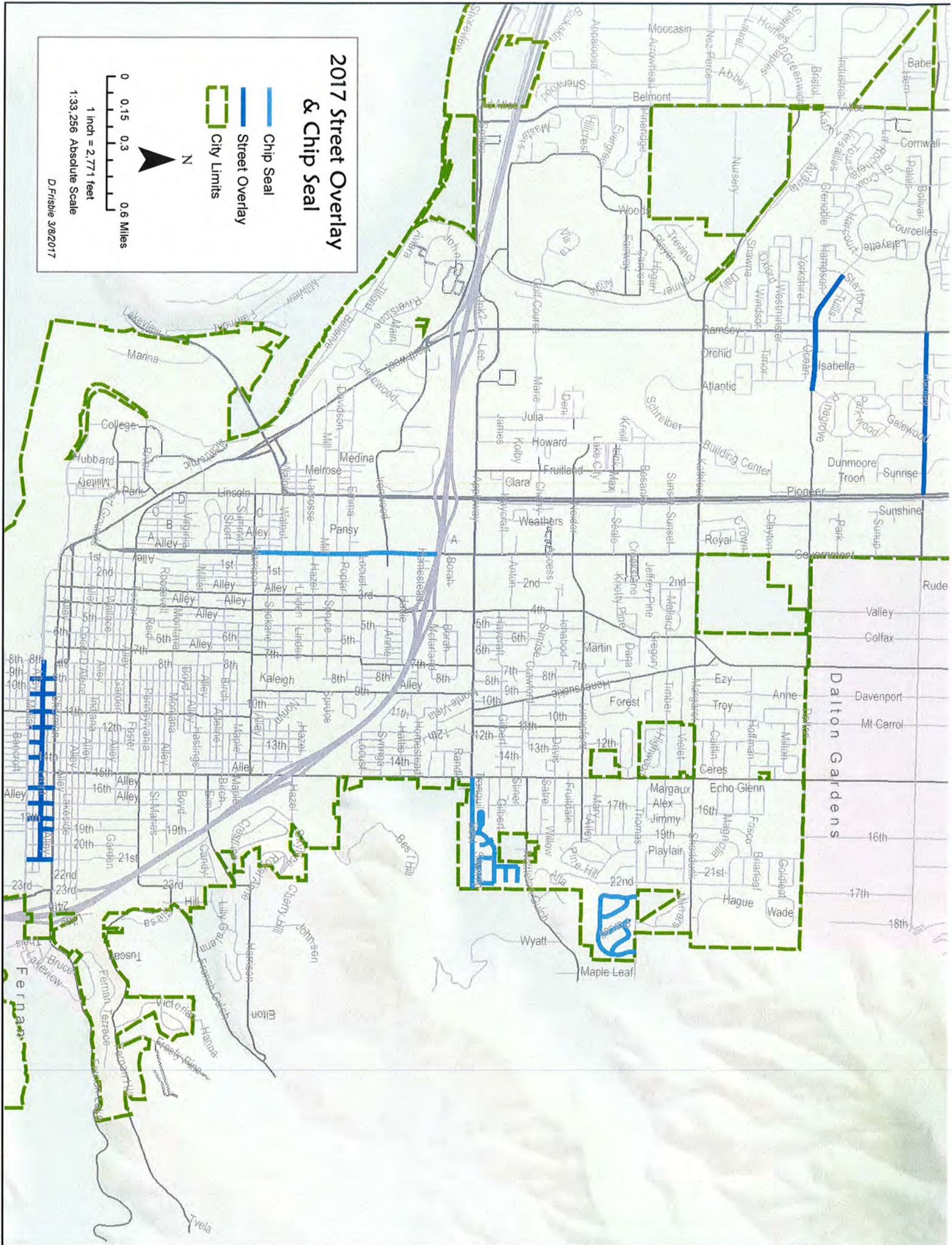
-  Chip Seal
-  Street Overlay
-  City Limits

0 0.15 0.3 0.6 Miles



1 inch = 2,771 feet
1:33,256 Absolute Scale

D:\FtSide 3/8/2017



RESOLUTION NO. 17-024

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE BID OF POE ASPHALT PAVING, INC., FOR THE 2017 OVERLAY PROJECT.

WHEREAS, the City heretofore duly advertised invitation for bids for the 2017 Overlay Project in Coeur d'Alene, Idaho, and said bids were opened as provided in said advertisement in the office of the City Clerk at 2:00 p.m., on Tuesday the 11th day of April, 2017, and the lowest responsible bid received was that of Poe Asphalt Paving, Inc., in the amount of Five Hundred Twenty-Nine Thousand Seven Hundred Sixty-Seven and 15/100 Dollars (\$529,767.15), and it is in the best interests of the City of Coeur d'Alene and the citizens thereof that said bid be accepted;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the bid of Poe Asphalt Paving, Inc., in the amount of \$529,767.15 for the 2017 Overlay Project be and the same is hereby accepted.

BE IT FURTHER RESOLVED that the City enter into a contract with Poe Asphalt Paving, Inc. 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 contract provided that 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 contract on behalf of the City.

DATED this 18th day of April, 2017.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER ENGLISH Voted _____

_____ was absent. Motion _____.

CONTRACT
For
2017 OVERLAY PROJECT

THIS CONTRACT is made and entered into this 18th day of April, 2017, 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 **POE ASPHALT PAVING, 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 2732 N. Beck Road, Post Falls, ID, Idaho 83854, hereinafter referred to as "**CONTRACTOR**."

W I T N E S S E T H:

THAT, WHEREAS, the said **CONTRACTOR** has been awarded the contract for the **2017 Overlay Project** according to the plans and specifications on file in the office of the City Clerk of said **CITY**, which plans and specifications 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 of Coeur d'Alene, as hereinafter set forth, the **CONTRACTOR** shall complete improvements as set forth in the said plans and specifications described above, in said **CITY**, furnishing all labor and materials therefor according to said the plans and specifications and under the penalties expressed in the performance bond bearing even date herewith, and which bond with said plans and specifications are hereby declared and accepted as parts of this contract. All materials shall be of the high standard required by the said plans and specifications and approved by the City Engineer or his designee, and all labor performed shall be of first-class workmanship. **Work shall not begin prior to July 10, 2017.**

The **CONTRACTOR** shall furnish and install barriers and warning lights to prevent accidents. 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 One Million Dollars (\$1,000,000) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the policy complies with the requirements of Idaho Code § 6-924, except for the limits. 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 total amount of the contract shall not exceed **Five Hundred Twenty-Nine Thousand Seven Hundred Sixty-Seven and 15/100 Dollars (\$529,767.15)**.

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 calendar days allowed for completion of the Contract work shall be **30** calendar 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 above time limits, the **CONTRACTOR** shall pay to the **CITY** or have withheld from monies due, liquidated damages at the rate of One Thousand Five Hundred and No/100 Dollars (\$1,500) 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 contract for the construction of the works under this contract, and recognizing the business in which he is engaged is of a transitory character and that in the pursuit thereof, his property used therein may be without the state of Idaho when taxes, excises or license fees to which he is liable become payable:

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 **CITY** 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.

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

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

For the faithful performance of this contract in accordance with the plans and specifications and payment for all labor and materials, the **CONTRACTOR** shall execute a good and sufficient performance bond and a 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) Information For Bidders
- 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**, and the **CONTRACTOR** has caused the same to be signed by its President, the day and year first above written.

**CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO**

**CONTRACTOR:
POE ASPHALT PAVING, INC.**

Steve Widmyer, Mayor

By: _____
Its: Brian Poe, Division Manager

ATTEST:

Renata McLeod, City Clerk

Attachment 1

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

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

1. Compliance with Regulations

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

2. Non-discrimination

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

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

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

4. Information and Reports

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

5. Sanctions for Non-compliance

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

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

Incorporation of Provisions

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

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

PUBLIC HEARINGS

CITY COUNCIL STAFF REPORT

DATE: April 18, 2017
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: **V-17-2, Vacation of a portion of W. Garden Avenue right-of-way located within the Plat of Fort Sherman Abandoned Military Reservation, recorded in Book B of Plats at Page 153A.**

DECISION POINT

The applicant, Ignite cda, is requesting the vacation of a 96.5-foot-wide portion of W. Garden Avenue right-of-way that adjoins their property on one side and City of Coeur d'Alene property on the other. See attached exhibit.

HISTORY

The requested right-of-way was originally dedicated to the City of Coeur d'Alene in the Fort Sherman Abandoned Military Reserve Plat in 1908.

The Public Works Committee unanimously approved the action at its regularly scheduled meeting on March 13, 2017 and directed staff to proceed onward for Council action.

FINANCIAL ANALYSIS

The vacation of the requested right-of-way would not have any financial impact on the City and would add approximately 0.667 Acres (29,053 Square Feet) to the County tax roll. It would be a benefit to the municipality as tax revenue, and, to the land owner whose lots adjoin the strip of usable property.

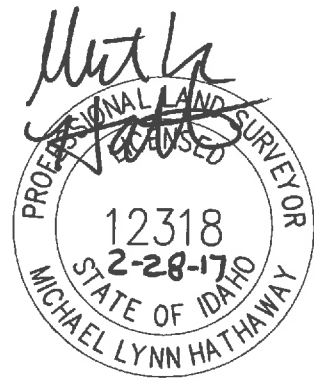
PERFORMANCE ANALYSIS

The City is redeveloping Memorial Field, adding new recreational amenities, including a skate park, restrooms, sports courts, open play and picnic areas and constructing a new parking lot that will be accessed by NW Boulevard. The City is, also, completing a land trade with the Urban Renewal District (Ignite CDA) to allow for park development. The purpose of the vacation is to allow the City to exchange a portion of the Garden Avenue Right-of-Way for a portion of Ignite CDA property. The land exchange will allow cohesive development of the new outdoor recreation facilities.

The Garden Street right-of-way is 96.5 feet wide and services a vacant single family lot (owned by Ignite CDA), the skate park and the Garden Street right-of-way act as an informal access to Memorial Field parking. After the City-Ignite land trade, and creation of Memorial Park, Garden Avenue will no longer be necessary to provide access to the single family lot or any park facility.

RECOMMENDATION

Staff recommends to the City Council to approve the vacation action per Idaho Code Section 50-1306, and, to vacate the 96.5' (foot) strip of right-of-way, giving one-half (1/2) to each of the adjoining property owners.



SUBD. OF GOV'T LOT 37



60'

N PARK DR

60'

FOUND BOLT FLUSH WITH GROUND

N00°47'39"E
70.09'

FOUND ANGLE IRON

N00°47'39"E
96.50'

GOV'T LOT 39

S89°04'31"E
274.29'

W GARDEN AVE

PROPOSED ROW VACATION
29053 SQ FT
0.667 ACRES

96.5'

96.5'

S28°12'09"E
110.47'

B.N.S.F. RAILROAD (ABANDONED)

327.84'
N89°04'31"W

8.96'

MARKED "W.C. T50N R4W S14 AP8 TR44 CCDA 2001"

72

GOV'T LOT 48

CITY PARK / MEMORIAL FIELD

W GARDEN AVE

NOTE

THIS SURVEY IS NOT FOR RECORDING PURPOSES.

LEGEND

- FOUND MONUMENT, AS NOTED
- FOUND 1/2" INSIDE DIAMETER IRON PIPE
- ⊗ FOUND 3-1/4" ALUMINUM CAP BLM MONUMENT



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Coeur d'Alene, ID 83815 (fax) 208-664-5946

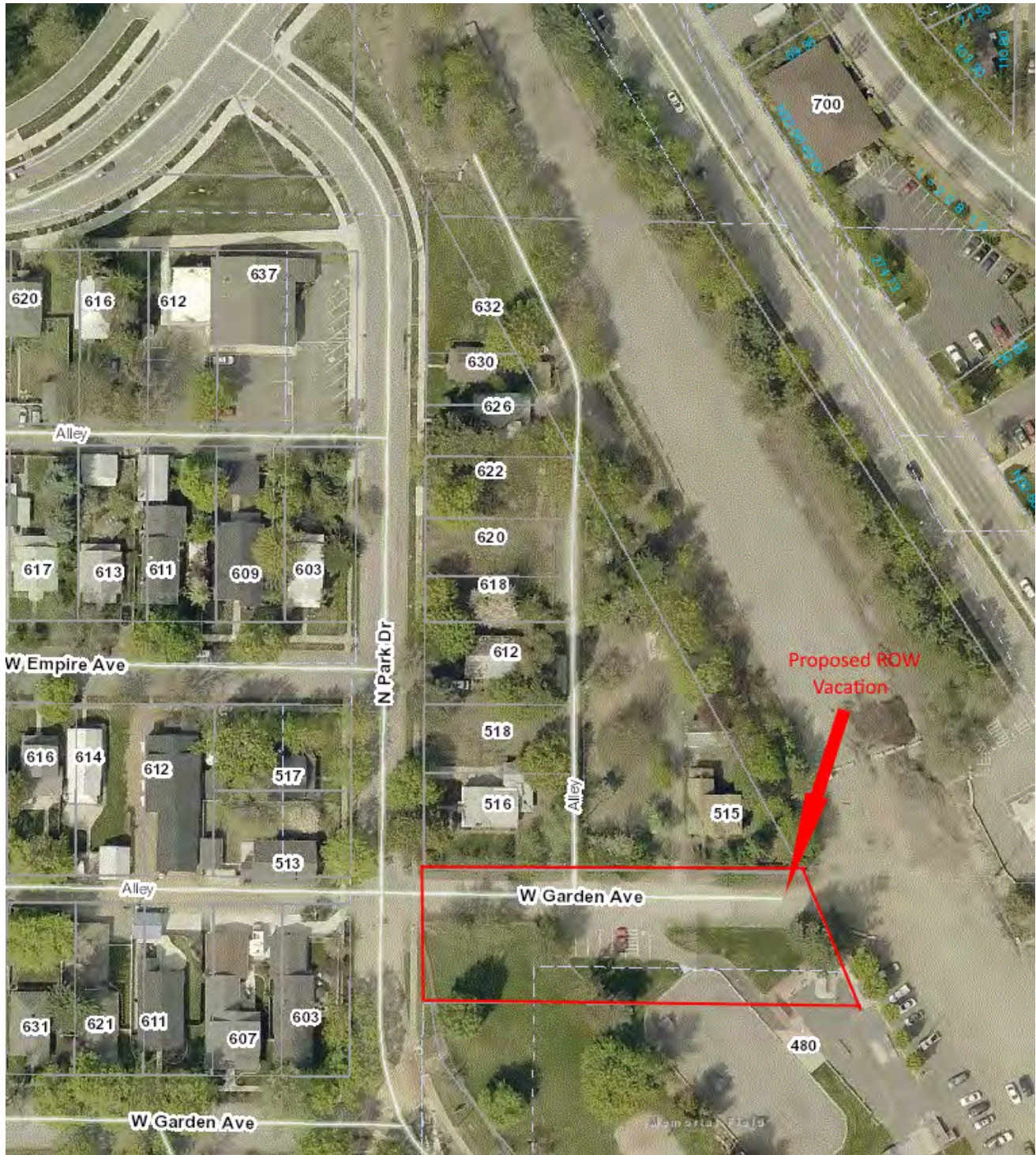
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VACATION EXHIBIT FOR W GARDEN AVENUE
BETWEEN N PARK DRIVE AND THE BNSF RAILROAD RIGHT OF WAY

SE 1/4 SEC. 14, T. 50 N., R. 4 W., B.M., CITY OF COEUR D'ALENE, KOOTENAI CO., ID.

PROJECT NUMBER: 41284
DESIGNED BY: MLH
DRAWN BY: JNM
DRAWING NAME: 41284VAC.DWG
DATE: 02/27/2017
SHEET NO:

V-17-2 Vacation of ROW (W. Garden Avenue)



COUNCIL BILL NO. 17-1012
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, VACATING A PORTION OF W. GARDEN AVENUE LOCATED WITHIN THE PLAT OF THE FORT SHERMAN ABANDONED MILITARY RESERVATION, RECORDED IN BOOK B OF PLATS AT PAGE 153A, GENERALLY DESCRIBED AS A 96.5 FOOT WIDE PORTION OF THE W. GARDEN AVENUE RIGHT-OF-WAY BETWEEN N. PARK DRIVE AND THE ABANDONED BNSF RAILROAD RIGHT-OF-WAY LOCATED IN THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

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

NOW, THEREFORE,

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

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

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

be and the same is hereby vacated.

SECTION 2. That said vacated right-of-way shall revert to the adjoining property owners one half on each side.

SECTION 3. That the existing rights-of-way, easements, and franchise rights of any lot owners, public utilities, or the City of Coeur d'Alene shall not be impaired by this vacation, as provided by law, and that the adjoining property owners shall in no manner place any obstruction over any public utilities or impair any right-of-way, easement, or franchise right.

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

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

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

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

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
V-17-2, W. GARDEN AVENUE RIGHT-OF-WAY VACATION

The City of Coeur d'Alene, Idaho, hereby gives notice of the adoption of Coeur d'Alene Ordinance No. _____, vacating a portion of W. Garden Avenue right-of-way, as shown in the legal description and map attached to the Ordinance as Exhibits "A" & "B," which are on file in the City Clerk's Office. The ordinance further provides that the ordinance shall be effective upon publication of this summary. The full text of the summarized Ordinance No. _____ is available at Coeur d'Alene City Hall, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814, in the office of the City Clerk.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am the Chief Civil Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. ____, V-17-2, W. Garden Avenue right-of-way vacation, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 18th day of April, 2017.

Randall R. Adams, Chief Civil Deputy City Attorney

EXHIBIT A

Description of Right of Way Vacation

A 96.5-foot-wide portion of W Garden Avenue located within the Plat of Fort Sherman Abandoned Military Reservation, recorded in Book B of Plats at Page 153A, in the Southeast Quarter of Section 14, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, described as follows:

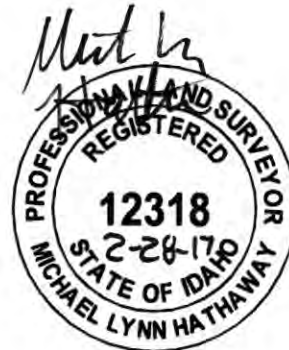
BEGINNING at the southwest corner of Lot 39 of said Fort Sherman Abandoned Military Reservation, thence along the South line of said Lot 39 South 89° 04' 31" East a distance of 274.29 feet to the westerly right of way of the abandoned Burlington Northern Santa Fe railroad right of way;

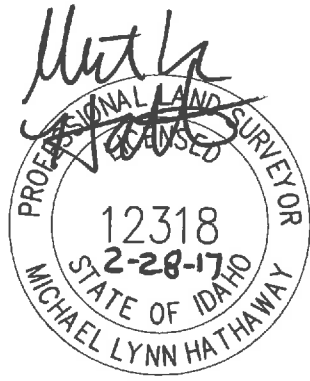
Thence along said westerly right of way South 28° 12' 09" East a distance of 110.47 feet to a point on the North line of Lot 48, Fort Sherman Abandoned Military Reservation;

Thence along said North line of Lot 48 and the North line of Lot 72, Sherman Park, recorded in Book B of Plats at Page 71, records of Kootenai County, North 89° 04' 31" West a distance of 327.84 feet to the easterly right of way of N Park Drive;

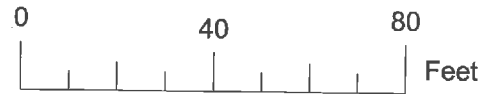
Thence along said easterly right of way North 00° 47' 39" East a distance of 96.50 feet to the **POINT OF BEGINNING**;

Said parcel containing 29,053 Square Feet or 0.667 Acres.





SUBD. OF GOV'T LOT 37



60'

60'

N PARK DR

N00°47'39"E
70.09'

N00°47'39"E
96.50'

FOUND BOLT FLUSH WITH GROUND

FOUND ANGLE IRON

GOV'T LOT 39

S89°04'31"E
274.29'

W GARDEN AVE

PROPOSED ROW VACATION
29053 SQ FT
0.667 ACRES

96.5'

96.5'

S28°12'09"E
110.47'

327.84'
N89°04'31"W

8.96'

MARKED "W.C. T50N R4W S14 AP8 TR44 CCDA 2001"

B.N.S.F. RAILROAD (ABANDONED)

72

GOV'T LOT 48

CITY PARK / MEMORIAL FIELD

W GARDEN AVE

NOTE

THIS SURVEY IS NOT FOR RECORDING PURPOSES.

LEGEND

- FOUND MONUMENT, AS NOTED
- FOUND 1/2" INSIDE DIAMETER IRON PIPE
- ⊗ FOUND 3-1/4" ALUMINUM CAP BLM MONUMENT



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VACATION EXHIBIT FOR W GARDEN AVENUE
BETWEEN N PARK DRIVE AND THE BNSF RAILROAD RIGHT OF WAY

SE 1/4 SEC. 14, T. 50 N., R. 4 W., B.M., CITY OF COEUR D'ALENE, KOOTENAI CO., ID.

PROJECT NUMBER:	41284
DESIGNED BY:	MLH
DRAWN BY:	JNM
DRAWING NAME:	41284VAC.DWG
DATE:	02/27/2017
SHEET NO:	

CITY COUNCIL STAFF REPORT

DATE: April 18, 2017
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: **V-17-4, Vacation of alley right-of-way within a portion of Block 3, Kootenai Addition and Vacation of right-of-way of a portion of Melrose Street in the City of Coeur d'Alene.**

DECISION POINT

The applicant, Melrose Properties, LLC / Glacier 1919 Lincoln Way, LLC, is requesting the vacation of alley right-of-way within a portion of Block 3 and a portion of Melrose Street north of Emma Avenue and east of Medina Street. See attached exhibit.

HISTORY

The requested right-of-way was originally dedicated to the City of Coeur d'Alene in the Kootenai Addition to the City of Coeur d'Alene plat in 1908.

The Public Works Committee unanimously approved the action at its regularly scheduled meeting on March 27, 2017 and directed staff to proceed onward for Council action.

FINANCIAL ANALYSIS

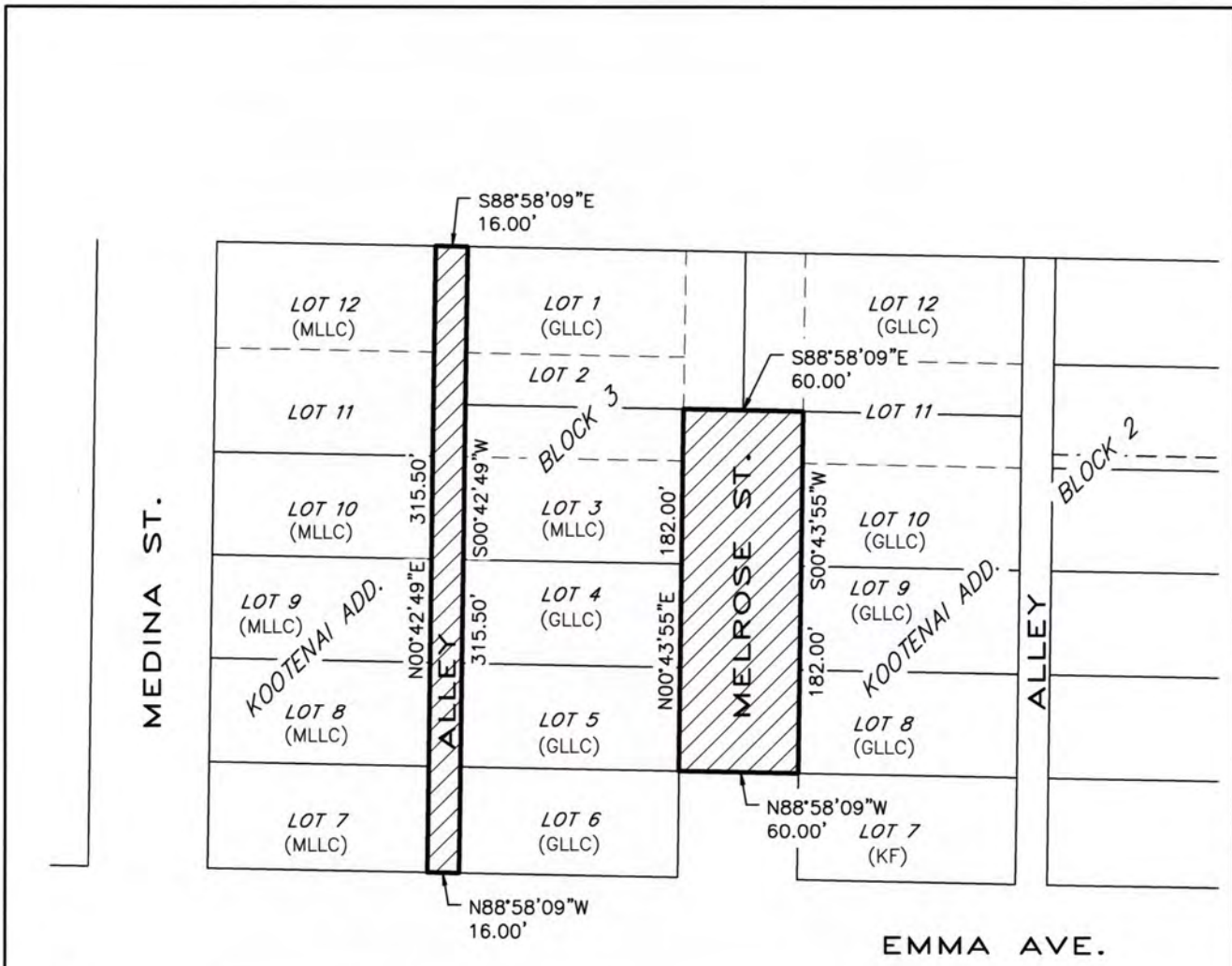
The vacation of the requested right-of-way would not have any financial impact on the City and would add approximately 15,968 square feet to the County tax roll. Although a minor amount, it would be a benefit to the municipality as tax revenue, and, to the land owner whose lots adjoin the alley and street.

PERFORMANCE ANALYSIS


The purpose of this request is to vacate the alley in Block 3 of the Kootenai Addition to the City of Coeur d'Alene, and a portion of Melrose Street lying between Blocks 2 and 3 of the Kootenai Addition to the City of Coeur d'Alene. The dead-end alley is unimproved and not needed. Melrose Street is a dead-end Street and not needed. The property on each side of the alley and street are owned by the applicant. Several utilities exist within the alley and the street. An easement will be reserved to accommodate these utilities until such a time they are relocated in cooperation with the parties benefiting from, serving or being encumbered by these utilities. This easement would allow unrestricted access to the City utilities in that area. Therefore, the vacation of the alley right-of-way and the street adjoining these lots would not impact the City and would be a benefit to the property owner.

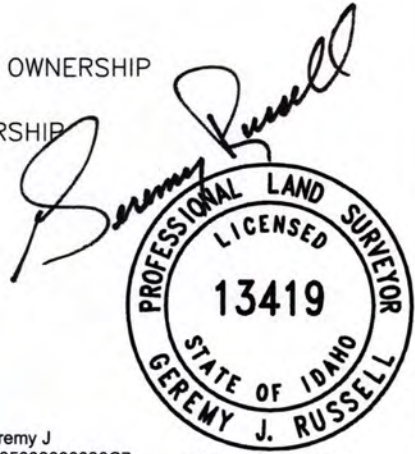
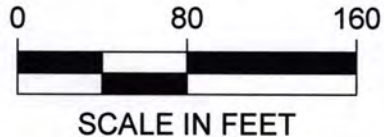
RECOMMENDATION

Staff recommends to the City Council to approve the vacation action per Idaho Code Section 50-1306, and, to vacate the property to the applicant, Melrose Properties, LLC / Glacier 1919 Lincoln Way, LLC.



LEGEND

-  AREA TO BE VACATED
- (GLLC) GLACIER 1919 LINCOLN WAY, LLC OWNERSHIP
- (MLLC) MELROSE PROPERTIES, LLC OWNERSHIP
- (KF) KELLIE FOUNTAIN OWNERSHIP




Digitally signed by Geremy J Russell:A0109800000013AC3285009000038C7

Digitally Signed on: Mar 15, 2017

File Date: 3/14/2017 1:59 PM Plotted By: Bruce L. Coppess
 Date Created: 3/14/2017 12:04 PM File Path: C:\PROJECTS\18-098 VETERANS ADMINISTRATION BUILDING\CAD\SURVEY\MODEL\MELROSE_ROW_VAC.DWG

NO.	REVISION DESCRIPTION	BY	APR	DATE	FILE: MELROSE_ROW VAC
					JUB PROJ. # 20-16-068
					DRAWN BY: BLC
					DESIGN BY:
					CHECKED BY: GJR
					J-U-B ENGINEERS, INC.
					LAST UPDATED: 3/14/2017

 J-U-B ENGINEERS, INC.	CITY OF COEUR D'ALENE VACATION ORDINANCE NO. _____	SHEET
	A PORTION OF SEC. 11, T 50N, R 4W, B.M., CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO	1

COUNCIL BILL NO. 17-1013
ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, VACATING THAT PORTION OF THE ALLEY WITHIN BLOCK 3 AND MELROSE STREET, AS SHOWN ON THE PLAT OF THE KOOTENAI ADDITION TO THE CITY OF COEUR D'ALENE, RECORDED IN BOOK C OF PLATS, PAGE 8, RECORDS OF KOOTENAI COUNTY, AND GENERALLY DESCRIBED AS THAT PORTION OF THE ALLEY WITHIN BLOCK 3 AND THE MELROSE STREET RIGHT-OF-WAY NORTH OF EMMA AVENUE AND EAST OF MEDINA STREET, BEING SITUATED IN GOVERNMENT LOT 14, SECTION 11, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

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

NOW, THEREFORE,

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

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

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

be and the same is hereby vacated.

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

SECTION 3. That the existing rights-of-way, easements, and franchise rights of any lot owners, public utilities, or the City of Coeur d'Alene shall not be impaired by this vacation, as provided by law, and that the adjoining property owners shall in no manner place any obstruction over any public utilities or impair any right-of-way, easement, or franchise right.

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

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

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

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

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
V-17-4, ALLEY AND MELROSE STREET RIGHT-OF-WAY VACATION

The City of Coeur d'Alene, Idaho hereby gives notice of the adoption of Coeur d'Alene Ordinance No. _____, vacating a portion of an alley and the Melrose Street right-of-way, as shown in the legal description and map attached to the Ordinance as Exhibits "A," "B," & "C," which are on file in the City Clerk's Office. The ordinance further provides that the ordinance shall be effective upon publication of this summary. The full text of the summarized Ordinance No. ____ is available at Coeur d'Alene City Hall, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814, in the office of the City Clerk.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am Chief Civil Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. ____, V-17-4, Alley and Melrose Street right-of-way vacation, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 18th day of April, 2017.

Randall R. Adams, Chief Civil Deputy City Attorney

**LEGAL DESCRIPTION
VACTION OF ALLEY RIGHT-OF-WAY
WITHIN A PORTION OF
BLOCK 3, KOOTENAI ADDITION
IN THE
CITY OF COEUR D'ALENE**

March 14, 2017

That portion of the alley within Block 3 as shown on the Plat of Kootenai Addition to the City of Coeur d'Alene, according to the plat thereof recorded in Book C of Plats, Page 8, records of Kootenai County, Idaho being situated in Government Lot 14, Section 11, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

Beginning at the southwest corner of Lot 6, Block 3 of said plat; thence North 88° 58'09" West, along the northerly right-of-way line of Emma Avenue, a distance of 16.00 feet, more or less, to the southeast corner of Lot 7, Block 3, of said plat;

thence North 00° 42'49" East, along the easterly boundary of Lots 7 through Lot 12, inclusive, a distance of 315.50 feet, more or less, to the northeast corner of said Lot 12, Block 3;

thence South 88° 58'09" East, along the north line of said Block 3, a distance of 16.00 feet, more or less, to the northwest corner of Lot 1, Block 3 of said plat;

thence South 00° 42'49" West, along the westerly boundary of Lots 1 through 6, inclusive, a distance of 315.50 feet, more or less, to the POINT OF BEGINNING.

Containing 5,048 square feet (0.116 acres), more or less.



Digitally Signed on:
Mar 15, 2017

Digitally signed by Geremy J
Russell:A010980000013AC3285009000038C7

**LEGAL DESCRIPTION
of
VACATION OF RIGHT-OF-WAY OF A PORTION OF MELROSE STREET
IN THE
CITY OF COEUR D'ALENE**

March 14, 2017

That portion of Melrose Street as shown on the Plat of Kootenai Addition to the City of Coeur d'Alene, according to the Plat thereof recorded in Book C of Plats, Page 8, records of Kootenai County, Idaho being situated in Government Lot 14, Section 11, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

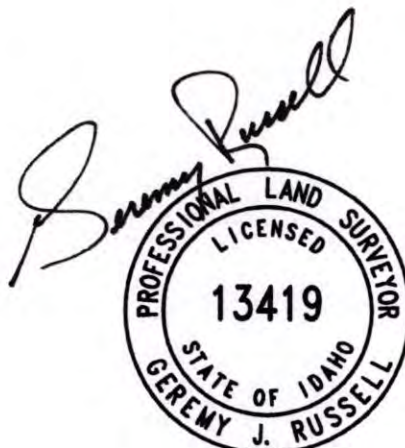
Beginning at the southwest corner of Lot 8, Block 2, of said plat; thence North $88^{\circ}58'09''$ West, a distance of 60.00 feet, more or less, to the southeast corner of Lot 5, Block 3, of said plat;

thence North $00^{\circ}43'55''$ East, along the easterly boundary said Block 3 a distance of 182.00 feet, more or less, to the northeast corner of the South 1/2 of Lot 2, Block 3 of said plat;

thence South $88^{\circ}58'09''$ East, a distance of 60.00 feet, more or less, to the northwest corner of the South 1/2 of Lot 11, Block 2 of said plat;

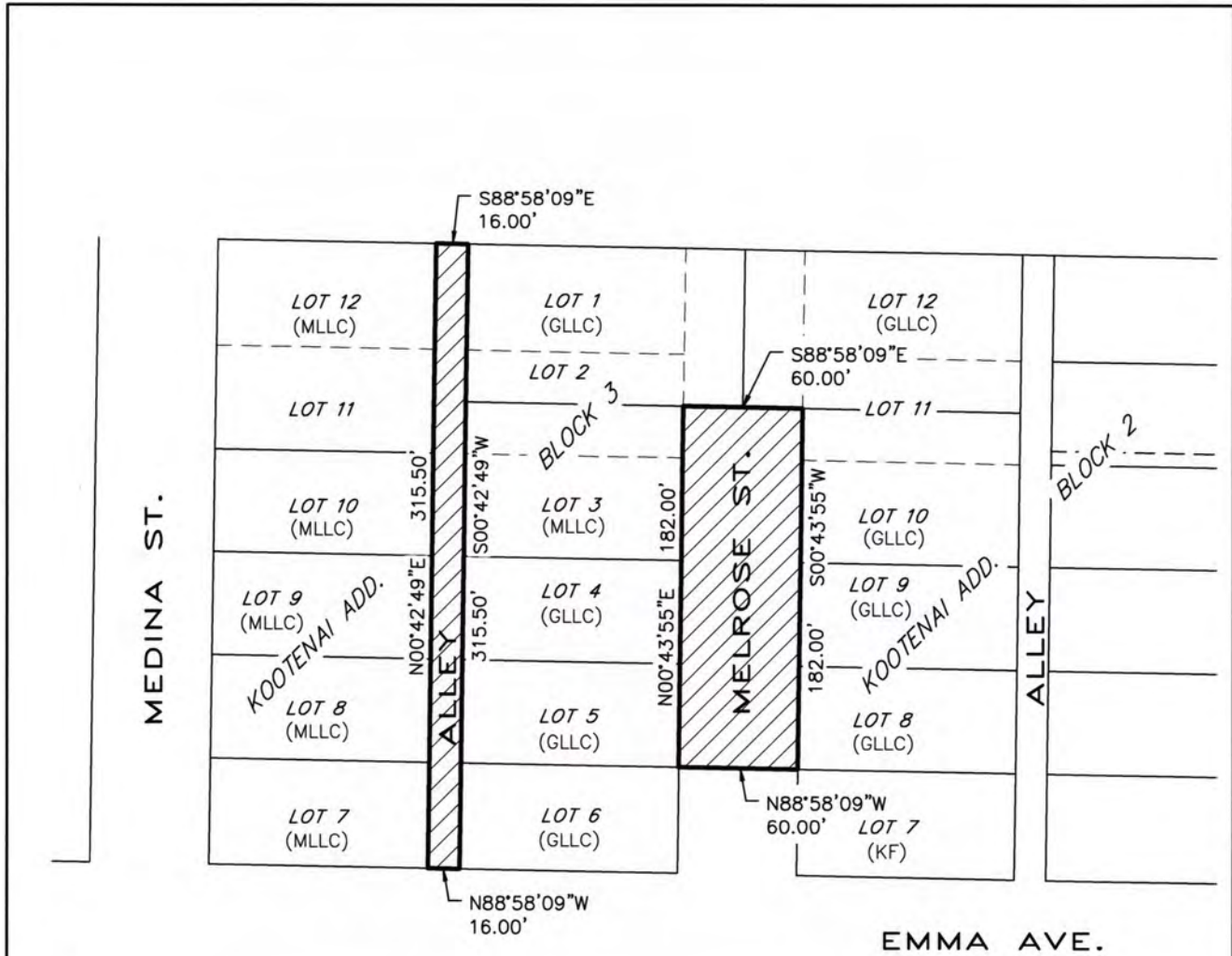
thence South $00^{\circ}43'55''$ West, along the westerly boundary of Block 2 a distance of 182.00 feet, more or less, to the POINT OF BEGINNING.

Containing 10,920 square feet (0.251 acres), more or less.



Digitally Signed on:
Mar 15, 2017

Digitally signed by Jeremy J
Russell:A0109800000013AC3285009000038C7



LEGEND

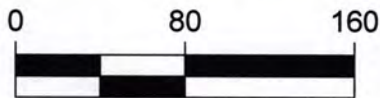


AREA TO BE VACATED

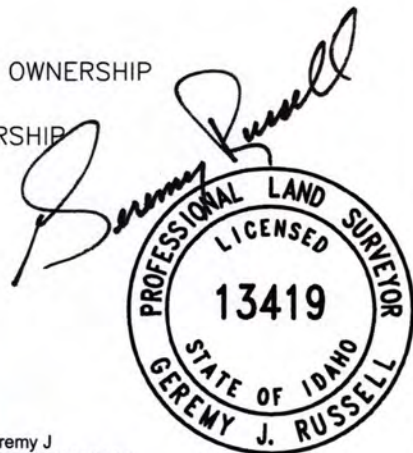
(GLLC) GLACIER 1919 LINCOLN WAY, LLC OWNERSHIP

(MLLC) MELROSE PROPERTIES, LLC OWNERSHIP

(KF) KELLIE FOUNTAIN OWNERSHIP



SCALE IN FEET

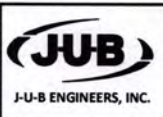


Digitally signed by Jeremy J Russell:A0109800000013AC3285009000038C7

Digitally Signed on: Mar 15, 2017

File Date: 3/14/2017 1:59 PM Plotted By: Bruce L. Coppess
 Date Created: 3/14/2017 12:04 PM File Path: C:\PROJECTS\18-008 VETERANS ADMINISTRATION BUILDING\CAD\SURVEY\MODEL\MELROSE_ROW_VAC.DWG

NO.	REVISION DESCRIPTION	BY	APR	DATE	FILE: MELROSE_ROW VAC
	REUSE OF DRAWINGS				JUB PROJ. # 20-16-068
	THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF J-U-B ENGINEERS, INC. AND IS NOT TO BE USED, IN WHOLE OR PART, FOR ANY OTHER PROJECT WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF J-U-B ENGINEERS, INC.				DRAWN BY: BLC
					DESIGN BY:
					CHECKED BY: GJR
					J-U-B ENGINEERS, INC.
					LAST UPDATED: 3/14/2017



CITY OF COEUR D'ALENE
VACATION ORDINANCE NO. _____
 A PORTION OF SEC. 11, T 50N, R 4W, B.M.,
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

SHEET
1