



Coeur d'Alene CITY COUNCIL MEETING

January 2, 2024

MEMBERS OF THE CITY COUNCIL:

Jim Hammond, Mayor

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

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 E - 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.

JANUARY 2, 2024

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Bishop Brian King of the Prairie Ward Congregation, Church of Jesus Christ of Latter-day Saints

C. PLEDGE OF ALLEGIANCE

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

E. PRESENTATION:

1. Update on Impact Fees

Presentation by Melissa Cleveland, Welch Comer Senior Project Manager

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

***ITEMS BELOW ARE CONSIDERED TO BE ACTION ITEMS

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

1. Approval of Council Minutes for December 19, 2024.
2. Approval of Bills as Submitted.
3. Setting of the General Services/Public Works Committee Meeting at Noon on January 8, 2024.

H. ANNOUNCEMENTS

1. **City Council**
2. **Mayor**

I. PRESENTATION

1. Oath of Office – Council

J. RECESS

K. ROLL CALL –

L. ELECTION OF COUNCIL PRESIDENT

M. ANNOUNCEMENTS

1. Mayor - Other Committee Appointments – Council Members

N. OTHER BUSINESS:

1. **Resolution No. 24-001** - Approval of an Agreement with Billing Document Specialist (BDS) for utility billing statement (print and mail) and electronic payment services.

Staff Report by: Stephanie Padilla, Accountant

2. **Resolution No. 24-002** – Approval of Change Order #1 to the Contract with Wood Boat Builders LLC, d/b/a Stancraft Construction Group, Related to the Streets & Engineering Building Remodel Project, in the amount of \$55,005.19.

Staff Report by: Todd Feusier, Streets and Engineering Director

3. **Resolution No. 24-003** – Authorization for the Police Department to apply for and if awarded, accept the CY 2024 Edward Byrne Memorial Justice Grant (JAG) \$35,000.00 grant to acquire two Vigilant mobile ALPR (Automated License Plate Reader) camera systems and equipment. for marked patrol units.

Staff Report by: Captain Dave Hagar

O. PUBLIC HEARING:

Please sign up to testify at <https://www.cdavid.org/signinpublic/Signinformlist>

1. *(Legislative)* O-2-23: Adoption of Amendments to Coeur d’Alene Municipal Code Title 14 (Development Impact Fee).

Staff Report by: Randall Adams, City Attorney

- a. **Council Bill No. 24-1000** – Ordinance Approving Amendments to Coeur d’Alene Municipal Code Title 14 (Development Impact Fee).

P. ADJOURNMENT

*This meeting is aired live on CDA TV Spectrum Cable Channel 1301, TDS Channel 5,
and on Facebook live through the City’s Facebook page.*

PRESENTATIONS

Impact Fee CIPs & Development Impact Fee Study Update

City Council
January 2, 2024

WELCH-COMER
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Purpose of Update

- Explain modifications to CIPs since November
- Explain changes in the methodology since November (parks)
- Provide example land uses and associated fees
- Gather Council feedback before January hearings

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Feedback from Council in November

- Re-look at Parks CIP and acres/1000 LOS
- Remove Julia Street overpass planning from transportation CIP
- Look at reducing assisted living fee
- Higher percentage of police substation in impact fee CIP
- Provide more detail on the fee calculations

These changes reduced parks fees and slightly raised police fees.

Parks Items that have been updated

- Revised parks CIP to reduce cost
- Reduced LOS to more around 4 acres/1000 people
- Revised assumptions in users, which changes the growth's share of improvements to existing parks

Parks updated users

Park User Demand Generated by Future Growth	2021 Est.	2024 Est.	2034 Proj.	2024-2034 change	AGR
Population within City ¹	53,189	59,000	72,000	13,000	2.01%
Overnight Visitors ²		1,463	3,330	1,867	8.57%
Day-Time Non-Resident Emp., ERUs ³		1,275	1,556	281	2.01%
Total (customer units)		61,738	76,886	15,148	2.22%
Growth Share				19.70%	

Increased from 18.3% because of increase to anticipated overnight visitors

Increased based on data from City staff



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Parks CIP

PROPOSED NEW PARKS						
Project No.	Proposed Park Location/Proposed Name	Project Description for Impact Fee CIP	Acres	Cost	Percentage Eligible	Impact Fee Eligible Cost
P1	BLM Park (Harbor Center)	7 Acre Park	7	\$2,887,000	100%	\$2,887,000
P2	BLM Park (Lacrosse)	7 Acre Park	7	\$2,334,000	100%	\$2,334,000
P3	Trails Park – Hanley and Carrington	6.5 acre park	6.5	\$2,710,000	100%	\$2,710,000
	TBD	Acquire Land for Future Parks	5	\$1,211,000	100%	\$1,211,000
		New Parks Total	26	\$9,142,000		\$9,142,000
IMPROVEMENTS TO EXISTING PARKS						
Project No.	Park Name	Project Description for Impact Fee CIP		Cost	Percentage Eligible	Impact Fee Eligible Cost
P4	Atlas Park	Day-Use Dock & Security Cameras		\$345,000	19.7%	\$67,972
P5	Canfield Sports Complex	Small Playground and restroom (needs utilities)		\$795,000	19.7%	\$156,631
P6	East Tubbs Hill Park	Restroom, parking lot reconstruction		\$574,000	19.7%	\$113,089
P7	Northshire Park	Resurface and expand tennis/pickleball courts		\$145,000	19.7%	\$28,568
P8	Person Field	100-stall parking lots (south and west sides)		\$498,000	19.7%	\$98,116
P9	Ramsey Park	Playground		\$208,000	19.7%	\$40,980
		Existing Parks Total		\$2,565,000		\$505,355

Reduced new parks by \$5.2 million.

Of the \$11.7 million in CIP, \$9.6 is eligible for impact fees (growth's share)



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Parks Fee Calc

Park Impact Fee Calculation (with Res. & Non-Res Charges)	
Total CIP Cost	\$ 11,707,000
Improvement Fee Cost Basis	\$ 9,647,356
(less) Existing Parks Impact Fee Fund Balance	\$ 1,923,221
Adjusted Improvement Fee Cost Basis	\$ 7,724,135
Projected Growth in Park Customer Units	15,148
Improvement Fee	\$ 509.91
Administration Fee (5% of fee)	\$ 25.50
Total Parks Impact Fee per Customer Unit	\$ 535.40

Park Impact Fee Calculation (with Residential Charges Only)	
Total CIP Cost	\$ 11,707,000
Improvement Fee Cost Basis	\$ 9,605,125
(less) Existing Parks Impact Fee Fund Balance	\$ 1,923,221
Adjusted Improvement Fee Cost Basis	\$ 7,681,904
Projected Growth in Park Customer Units	13,000
Improvement Fee	\$ 590.92
Administration Fee (5% of fee)	\$ 29.55
Total Parks Impact Fee per Customer Unit	\$ 620.46

Decreased from \$983 in the previous version. Equates to \$1,427 per dwelling unit @2.67 occupants per du.

Equates to \$1,654 per dwelling unit. The extra \$227/du is the burden of overnight visitors and non-residential employees on residential



Parks Fee with Non-Residential Charges

Parks Impact Fee Summary \$ 535.40 fee per unit with admin. charge

Development Category	Customer Units (avg.)	Parks Impact Fee	Unit
Dwelling Unit*	2.67	\$1,427	dwelling
Overnight Accommodations (Room or RV space)**			
Lodging (50+ rooms per building)	2.22	\$1,189	room
Smaller Overnight Facilities (<50 rooms)	1.74	\$932	room
Lodging (50+ rooms per building)	412.5	\$2.88	per SF
Smaller Overnight Facilities (<50 rooms)	330.0	\$2.82	per SF
Non-Residential (per employee)	0.022	\$11.57	employee
Non-Residential (SF)***	667	\$0.02	per SF

* Source: US Census Bureau ACS 5-Year Estimates 2021

** Based on analysis shown in Appendix A.

*** Square Feet (SF) per job based on prior adopted Coeur d'Alene Impact Fee Methodology.

SF includes heated floor area of living units only, excludes common areas.



Transportation Items that have been Updated

- Removed planning for the Julia Street overpass from the CIP
- Took another look at trip generation for some land uses

Transportation User Calcs

Year	Vehicle Trips*	Person Trips**	Notes
2020	40,504	43,744	KMPO model, Iteris analysis.
2045	64,160	69,293	KMPO model, Iteris analysis.
AAGR	1.86%	1.86%	calculated
2024 est.	43,597	47,085	Interpolation
2034 proj.	52,404	56,597	Interpolation
10- Yr Change	8,807	9,511	calculated
Growth Share	16.81%	16.81%	<i>applies to retrofit projects only</i>





* Includes PM peak hour vehicle trips that originate or terminate in Coeur d'Alene Urban Area; excludes regional "pass through" trips.

** Person trips based on 1.08 person trips per vehicle trip in Kootenai County per KMPO, 2010.

AAGR = average annual growth rate.

Transportation CIP





Motorized Projects								
Roadway Reconstruction, Widening, and New Roads								
Proj. #	Project Title	Roadway	From	To	Description	Cost	Percentage Eligible	Impact Fee Eligible Cost
R1	15th Street; Widen to Three Lanes	15th St	Harrison	Best Ave	Widen to three lanes, includes roadway, sidewalk, upgrade 15th/Best signal, and stormwater	\$7,670,000	16.8%	\$1,286,790
R2	Atlas Road; Widen to Three Lanes	Atlas Rd	I90	Prairie Ave	Widen to three lanes; turn lane at roundabout; reconstruct from Hanley north to Prairie	\$10,700,000	16.8%	\$1,795,130
R4	East Sherman Revitalization	Sherman Ave	8th St	23rd St	Curb, Sidewalk, Street Trees, etc	\$7,660,000	16.8%	\$1,285,110
R5	Dalton Ave Widening	Dalton Ave	Isabella	US 95	Widen to 3 lanes w/ bike lanes and sidewalks	\$4,390,000	16.8%	\$736,510
R6	Hanley Widening	Hanley Ave	Carrington Ln	Ramsey Rd	Rt and Left turn lanes at 4 two-way stop control intersections	\$3,540,000	16.8%	\$593,900
R7	Harrison Ave Reconstruction	Harrison Ave	Gov't Way	15th St	Reconstruct curb to curb, upgrade ped ramps/sidewalk to meet ADA when needed.	\$4,230,000	16.8%	\$709,660
R9	Kathleen Ave; Widen to Three Lanes	Kathleen Ave	Atlas Rd	Player Drive	Widen to 3 lanes	\$7,710,000	16.8%	\$1,293,500
R10	Kathleen Ave; Widen to Three Lanes	Kathleen Ave/Margaret Ave	4th St	15th St	Widen to three lanes	\$2,230,000	16.8%	\$374,130
R11	Pioneer Road Culdesac and New Route E. Side Rock Pit	Pioneer Rd and New Route	Bldg Center Lane	Dalton Ave	Culdesac on Pioneer Rd & New Road Bld Center to Dalton	\$3,040,000	16.8%	\$510,020
R12	Ramsey Rd - Remove Medians/Extend TWLT Lane/Pipe Stormwater	Ramsey Rd	Hanley Ave	Golf Course Rd	Remove medians and extend left lane	\$2,950,000	16.8%	\$494,920
SUBTOTAL						\$54,120,000		\$9,079,670

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Transportation CIP

Intersection Improvements								
Proj. #	Project Title	Roadway	From	To	Description	Cost	Percentage Eligible	Impact Fee Eligible Cost
I1	4th/Dalton Roundabout	Dalton Ave / 4th St	Dalton Ave	4th St	Install Roundabout	\$1,230,000	100%	\$1,230,000
I2	4th/Neider Protected/Permissive Signal Modification	4th St	4th St	Neider	Upgrade signal for protected permissive left turns	\$150,000	16.8%	\$25,170
I3	4th/Harrison, 3rd/Harrison signal upgrades	4th/Harrison, 3rd/Harrison	4th St & 3rd St	Harrison	upgrade signals	\$980,000	100%	\$980,000
I4	15th/Nettleton Gulch Intersection Improvements	15th / Nettleton Gulch	15th St	Nettleton Gulch	Traffic Signal or mini-roundabout	\$1,030,000	100%	\$1,030,000
I5	15th/Elm Intersection Improvements	15th	Elm		Signal	\$1,120,000	100%	\$1,120,000
I6	15th St/Harrison	15th St	15th St	Harrison	Upgrades to controller, detection, preemption, etc.	\$490,000	16.8%	\$82,210
I7	Hanley Roundabout Intersection Improvements	Hanley Ave	Atlas	Ramsey Rd	Improve capacity of 2 RABs on Hanley through CDA Place	\$2,210,000	100%	\$2,210,000
I8	Hanley/Carrington Signal	Hanley Ave	Hanley Ave	Carrington	Traffic Signal (only east leg)	\$860,000	16.8%	\$144,280
I9	Huetter/Hanley Signal	Hanley Ave	Hanley Ave	Huetter Road	Traffic Signal (1/4 that is in CDA)	\$860,000	16.8%	\$144,280
I10	Ironwood/Lakewood Traffic Signal	Ironwood/Lakewood Int.	Ironwood	Lakewood	New Traffic Signal	\$2,210,000	100%	\$2,210,000
I11	Lakeside Ave/3rd St	Lakeside Ave/3rd St	Lakeside Ave	3rd St	Signal Improvements	\$570,000	16.8%	\$95,630
I12	Lakeside Ave/4th St Signal Improvements	Lakeside Ave/4th St	Lakeside Ave	4th St	Signal Improvements	\$570,000	16.8%	\$95,630
I13	Lakeside Ave/7th St Signal Improvements	Lakeside Ave/7th St	Lakeside Ave	7th St	Signal Improvements	\$570,000	16.8%	\$95,630
I14	Preemption Signal Upgrades (45 signals)	City wide			Update signals for preemption upgrades	\$1,380,000	16.8%	\$231,520
I15	Ramsey Rd/Fire Station Traffic Signal	Ramsey Rd	Ramsey Rd	Fire Station	Install Traffic Signal at Fire Station entrance/exit.	\$490,000	100%	\$490,000
I16	Sherman/7th Signal Improvements	Sherman/7th	Sherman Ave	7th St	Signal Improvements	\$500,000	16.8%	\$83,880
I17	Sherman/8th Signal Improvements	Sherman/8th	Sherman Ave	8th St	Signal Improvements	\$500,000	16.8%	\$83,880
I18	Government Way Signal Coordination	Gov't Way	Harrison	Prairie Ave	Signal Coordination & ADA upgrades (10 intersections)	\$6,380,000	16.8%	\$1,070,370
I19	Ramsey Road Signal Coordination	Ramsey Road	Kathleen Ave	Dalton Ave	Signal Coordination & ADA upgrades (3 intersections)	\$640,000	16.8%	\$107,370
SUBTOTAL						\$22,740,000		\$11,529,850
Other Miscellaneous								
Proj. #	Project Title	Roadway	From	To	Description	Cost	Percentage Eligible	Impact Fee Eligible Cost
R13	Northwest Blvd Median	Northwest Boulevard	Lakewood	Lacrosse	Install Median on NW Blvd	\$633,000	16.8%	\$106,344
TOTAL						\$77,493,000		\$20,715,720

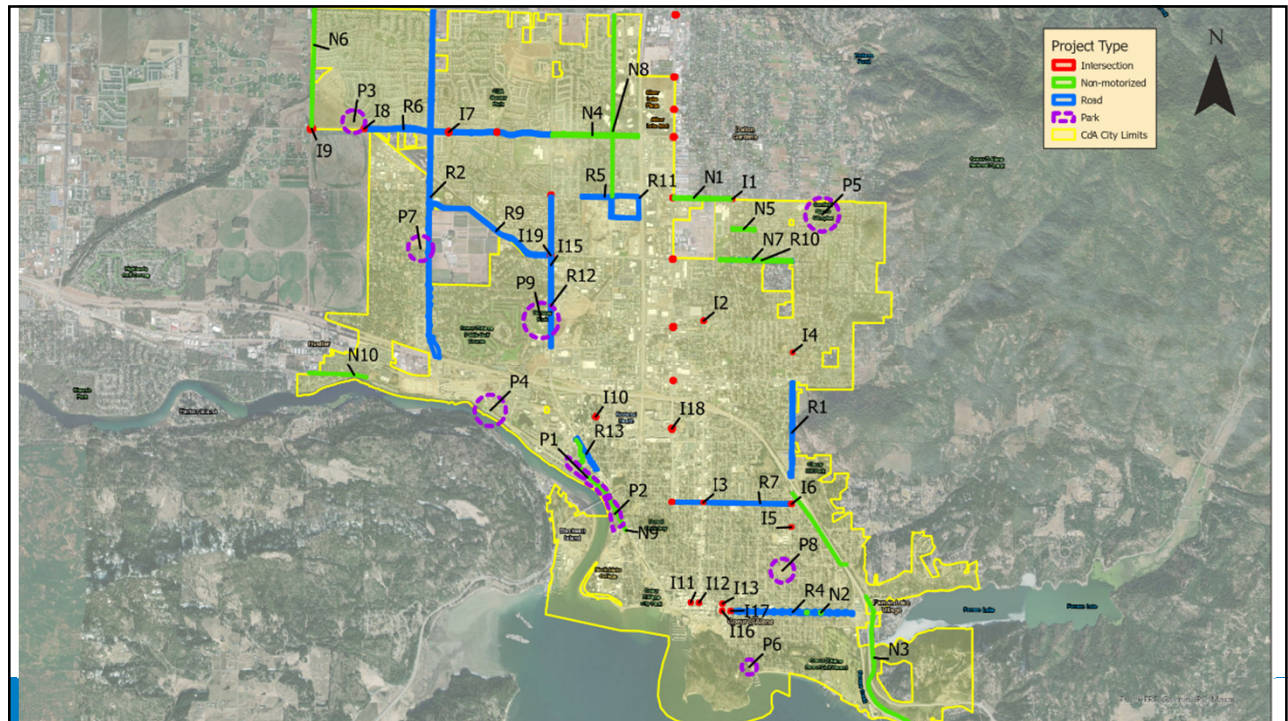





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Transportation CIP

Non-Motorized Projects								
Proj. #	Project Title	Roadway	From	To	Description	Cost	Percentage Eligible	Impact Fee Eligible Cost
N1	Dalton Ave - Government Way to 4th St	Dalton Ave	Government Way	4th St	Install sidewalk	\$2,156,000	100%	\$2,156,000
N2	E. Sherman RRFBs (17th and 19th)	Sherman Ave	Sherman Ave	17th and 19th	Install RRFBs	\$90,000	16.8%	\$15,099
N3	Foothills Trail	Several Roads			2.5 mile-long trail from Silverbeach to Cherry Hill Park via Shared-Road on Potlatch Hill Road, separated path in ITD right of way, shared road on Lilac Ln, path in ITD right of way, and path on Hazel Road. (1.75 miles trail and 0.75 share-the-road way finding.)	\$1,040,000	100%	\$1,040,000
N4	Hanley Shared Use Path	Hanley Ave	Ramsey Rd	US 95	Shared Use Path south side from end of sidewalk east of Ramsey to US 95.	\$1,540,000	100%	\$1,540,000
N5	Hoffman Ave - 4th/Troy St	Hoffman Ave	4th St	Troy St	Extend Sidewalk	\$760,000	100%	\$760,000
N6	Huetter Road Shared Use Path	Huetter Road	Hanley	Prairie	One miles shared Use Path east side of Huetter.	\$790,000	100%	\$790,000
N7	Kathleen Ave - 4th/15th St Sidewalk Extension	Kathleen Ave	4th St	15th St	Extend Sidewalk	\$1,730,000	100%	\$1,730,000
N8	North Town Trail	Off Road	Prairie	Dalton	1.5 miles of shared use path in easements and rights of way from Prairie to south of Kathleen.	\$1,210,000	100%	\$1,210,000
N9	Northwest Boulevard Commuter Trail	NW BLVD	S. of Lakewood	Hubbard	0.9 mile Shared Use Path	\$1,440,000	100%	\$1,440,000
N10	Spokane River Trail	Huetter to Grand Mill			Add Shared Use Path	\$780,000	16.8%	\$130,860
TOTAL						\$11,536,000		\$10,811,960

Of the \$88.2 million in CIP, \$30.7 million is eligible for impact fees (growth's share)



Transportation Fee Calc

	Scenario A
TIF Project Cost Basis	\$ 30,717,680
(Less) Existing TIF Fund Balance	\$ 2,834,494
Adjusted TIF Cost Basis	\$ 27,883,186
10-Year Change in PM Peak Hour Vehicle Trips	8,807
Transportation Improvement Fee per Trip*	\$ 3,166
Motorized Fee Per Trip	\$ 2,030
Non-Motorized (bike/ped) Fee	\$ 1,136

* excludes 5% administration cost.

Decreased from \$3,485 in the previous version. PM peak hour trip. Amounts to \$3,324 per dwelling unit.

2004 report used daily trips and also had 4 quadrants. Residential ranged from \$639.64 - \$875.54 per dwelling unit, escalated to 2024 is \$1,273 - \$1,742.



Transportation Fee

Updated

Previous

Land Use Classification	Total PM		Motorized Transport Impact Fee	Bike/Ped Transport Impact Fee	Admin. Fee (@5%)	Total TIF		Total TIF	
	Rate Per ERU	Units				per Unit	per SF	per Unit	per SF
SFDU (Single-Family Dwelling Units)	1.00	DU	\$ 2,030	\$ 1,136	\$ 158	\$ 3,324	\$ 1.43	\$ 3,659	\$ 1.58
MFDU (Multi-Family Dwelling Units)	0.56	DU	\$ 1,128	\$ 631	\$ 88	\$ 1,847	\$ 1.74	\$ 2,033	\$ 1.92
Assisted Living	0.18	DU	\$ 365	\$ 204	\$ 28	\$ 598	\$ 0.90	\$ 659	\$ 1.32
Industrial	0.41	KSF	\$ 828	\$ 463	\$ 65	\$ 1,356	\$ 1.36	\$ 1,492	\$ 1.49
Transportation/Warehouse	1.41	KSF	\$ 2,858	\$ 1,599	\$ 223	\$ 4,680	\$ 4.68	\$ 5,152	\$ 5.15
Storage	0.17	KSF	\$ 345	\$ 193	\$ 27	\$ 565	\$ 0.56	\$ 622	\$ 0.62
Retail/Shopping Center	1.61	KSF	\$ 3,273	\$ 1,831	\$ 255	\$ 5,359	\$ 5.36	\$ 8,937	\$ 8.94
Office/Service/Restaurant	0.80	KSF	\$ 1,627	\$ 910	\$ 127	\$ 2,663	\$ 2.66	\$ 4,438	\$ 4.44
Schools	0.17	KSF	\$ 345	\$ 193	\$ 27	\$ 565	\$ 0.56	\$ 1,492	\$ 1.49
Government	1.21	KSF	\$ 2,462	\$ 1,377	\$ 192	\$ 4,032	\$ 4.03	\$ 4,438	\$ 4.44
Accommodations (large 50+ rooms)	0.54	Room	\$ 585	\$ 327	\$ 46	\$ 958	\$ 2.32	\$ 1,054	\$ 2.56
Accommodations (small <50 rooms)	0.36	Room	\$ 395	\$ 221	\$ 31	\$ 647	\$ 1.96	\$ 712	\$ 2.16

Source: Analysis based on KMPO vehicle trip generation and ITE trip-link factors. Assisted Living based on ITE trip gen. rate.

* Assumes local avg. GSF per unit: 2,318 per single family DU; 1,059 SF per multifamily unit; 667 SF per job; 662.7 SF per assisted living unit; 412.5 SF per large lodging unit and 330 SF per smaller lodging unit.



Fire CIP

Item	Estimated Cost	% Impact Fee Eligible
Buildings and Land		
Fire Station No. 5 (~7,000 SF)	\$3,001,000	100%
Administration Space (~1,600 SF)	\$690,000	100%
Storage Space (~4,900 SF)	\$440,000	100%
Developed Land for Expansion (~1.3 acres)	\$1,030,000	100%
Subtotal	\$5,161,000	
Apparatus		
Ladder Truck (1)	\$2,460,000	100%
Fire Truck (Pumper Engine) (1)	\$1,228,000	100%
Subtotal	\$3,688,000	
TOTAL	\$8,849,000	



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Fire Fee

Fire Impact Fee Summary \$ **1,051.64** impact fee per ERU (excl. admin charge)

Land Use Classification	ERU Demand (avg.)	Units	Impact Fee per Unit	Admin. Fee (@5%)	Total Fee per Unit	Total Fee per SF*
SFDU (Single-Family Dwelling Units)	1.00	DU	\$ 1,051.64	\$ 52.58	\$ 1,104.22	\$ 0.48
MFDU (Multi-Family Dwelling Units)	1.00	DU	\$ 1,051.64	\$ 52.58	\$ 1,104.22	\$ 1.04
Assisted Living Unit	1.28	DU	\$ 1,341.19	\$ 67.06	\$ 1,408.25	\$ 2.13
Non-Residential (average SF)*	667	SF per emp.				\$ 0.70
Accommodations (large 50+ rooms)	0.26	room	\$ 275.97	\$ 13.80	\$ 289.76	\$ 0.70
Accommodations (small <50 rooms)	0.21	room	\$ 220.77	\$ 11.04	\$ 231.81	\$ 0.70

Source: Analysis based prior tables.

* Assumes local avg. GSF per unit: 2,318 per single family DU; 1,059 SF per multifamily unit; 667 SF per job; 662.7 SF per assisted living unit; 412.5 SF per large lodging unit and 330 SF per smaller lodging unit.

Modified to be a consistent \$/SF for non-residential uses



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Police CIP

Item	Estimated Cost	% Impact Fee Eligible	Impact Fee Eligible Cost
Buildings and Land			
Police Station Expansion (~4,200 SF)	\$3,350,000	100%	\$3,350,000
Police Substation (~3,500 SF)	\$2,910,000	37.1%	\$1,079,610
Storage Space (~1,500 SF)	\$410,000	100%	\$410,000
Total	\$6,670,000		\$4,839,610

- Today, police has 31,762 SF of facilities, 538.34 SF/1,000 population.
- In 2034, 38,760 sf of police “facilities” or 6,998 additional SF.
- Have 4,200 SF of police station expansion and 1,500 SF of storage in the CIP = 5,700 SF
- The remaining 1,288 SF justified by growth could be applied to the 3,500 substation
- 1,288 sf or 37.1% of the substation could be growth eligible.

Increased from 16.4% in previous version



Police Fee

Updated

Previous

Police Impact Fee Summary \$ 547.67 impact fee per ERU (excl. admin charge)

Land Use Classification	ERU Demand		Impact Fee per Unit	Admin. Fee (@5%)	Total Fee per Unit	Total Fee per SF*	Previous	
	(avg.)	Units					Total Fee per Unit	Total Fee per SF*
SFDU (Single-Family Dwelling Units)	1.00	DU	\$ 547.67	\$ 27.38	\$ 575.05	\$ 0.25	\$ 521.02	\$ 0.22
MFDU (Multi-Family Dwelling Units)	1.00	DU	\$ 547.67	\$ 27.38	\$ 575.05	\$ 0.54	\$ 521.02	\$ 0.49
Assisted Living Unit	1.28	DU	\$ 698.46	\$ 34.92	\$ 733.38	\$ 1.11	\$ 477.46	\$ 0.95
Non-Residential (average SF)*	667	SF per emp.				\$ 0.37		\$ 0.32
Accommodations (large 50+ rooms)	0.14	room	\$ 143.72	\$ 7.19	\$ 150.90	\$ 0.37		
Accommodations (small <50 rooms)	0.11	room	\$ 114.97	\$ 5.75	\$ 120.72	\$ 0.37		

Source: Analysis based prior tables.

* Assumes local avg. GSF per unit: 2,318 per single family DU; 1,059 SF per multifamily unit; 667 SF per job; 662.7 SF per assisted living unit; 412.5 SF per large lodging unit and 330 SF per smaller lodging unit.

Modified to be a consistent \$/SF for non-residential uses



Maximum 2024 Fees with Park Non-Residential

Updated Previous

Land Use Classification	PARKS	FIRE	POLICE	TRANSPORT	Total per SF	Total Per Unit Average	TOTAL Fee per iSF
SFDU (Single-Family Dwellings)	\$0.62 per SF	\$0.48 per SF	\$0.25 per SF	\$1.43 per SF	\$2.77 per SF	\$6,431 per DU	\$ 3.41
MFDU (Multi-Family Dwellings)	\$1,427 per DU	\$1,104 per DU	\$575 per DU	\$1,847 per DU		\$4,953 per DU	\$ 5.93
Assisted Living	\$15 per DU	\$1,408 per DU	\$733 per DU	\$598 per DU		\$2,755 per DU	\$ 4.47
Industrial	\$0.02 per SF	\$0.70 per SF	\$0.37 per SF	\$1.36 per SF	\$2.45 per SF		\$ 2.05
Transportation/Warehousing	\$0.02 per SF	\$0.70 per SF	\$0.37 per SF	\$4.68 per SF	\$5.77 per SF		\$ 7.07
Storage	\$0.02 per SF	\$0.70 per SF	\$0.37 per SF	\$0.56 per SF	\$1.66 per SF		\$ 0.85
Retail/Shopping Center	\$0.02 per SF	\$0.70 per SF	\$0.37 per SF	\$5.36 per SF	\$6.45 per SF		\$ 12.27
Office/Service/Restaurant	\$0.02 per SF	\$0.70 per SF	\$0.37 per SF	\$2.66 per SF	\$3.75 per SF		\$ 6.09
Schools/Daycare/Church	\$0.02 per SF	\$0.70 per SF	\$0.37 per SF	\$0.56 per SF	\$1.66 per SF		\$ 2.05
Government/Civic/Hospital	\$0.02 per SF	\$0.70 per SF	\$0.37 per SF	\$4.03 per SF	\$5.12 per SF		\$ 6.09
Accommodations (large 50+ rooms)	\$2.88 per SF	\$0.70 per SF	\$0.37 per SF	\$2.32 per SF	\$6.27 per SF	\$2,587	\$ 8.87
Accommodations (small <50 rooms)	\$2.82 per SF	\$0.70 per SF	\$0.37 per SF	\$1.96 per SF	\$5.85 per SF	\$1,932	\$ 7.33

* Assumes local avg. GSF (heated floor area) per unit: 2,318 per single family DU; 1,059 SF per multi-family unit; 667 SF per job; 662.7 SF per assisted living unit; 412.5 SF per large lodging unit and 330 SF per smaller lodging unit. Civic/Institutional rate for parks applied to Assisted Living category.

*These are proposed fees before credits are determined.
Accommodations and assisted living \$/SF is only based on SF of the units themselves.



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Examples of Residential Impact Fees by Average Size/Housing Types (Fee by SF)

Summary of Residential Impact Fees by Housing Size: with Parks Scenario A

Development Characteristics	ADU	Cottage	Town- home	Alley Loaded Detached	Standard Detached	Estate
Avg. House size in square feet	750	1,250	1,350	1,725	2,318	3,500
Implied average occupancy	0.86	1.44	1.55	1.98	2.67	3.05
Development Impact Fees						
Parks	\$462	\$770	\$831	\$1,062	\$1,427	\$1,634
Fire	\$357	\$595	\$643	\$822	\$1,104	\$1,264
Police	\$186	\$310	\$335	\$428	\$575	\$658
Transportation	\$1,076	\$1,793	\$1,936	\$2,474	\$3,324	\$3,806
Total Single Family Impact Fees*	\$2,081	\$3,468	\$3,745	\$4,786	\$6,431	\$7,362
Equivalent Impact Fee Per SF	\$2.77	\$2.77	\$2.77	\$2.77	\$2.77	\$2.10

Notes: reflects Parks Fee Scenario A.

* includes buildings with 1 to 2 units per structure.

ADU = accessory dwelling unit.



34

Maximum 2024 Fees w/o Park Non-Residential

Land Use Classification	PARKS	FIRE	POLICE	TRANSPORT	Total per SF	Total Per Unit Average
SFDU (Single-Family Dwellings)	\$0.71 per SF	\$0.48 per SF	\$0.25 per SF	\$1.43 per SF	\$2.87 per SF	\$6,658 per DU
MFDU (Multi-Family Dwellings)	\$1,654 per DU	\$1,104 per DU	\$575 per DU	\$1,847 per DU		\$5,180 per DU
Assisted Living	n/a	\$1,408 per DU	\$733 per DU	\$598 per DU		\$2,740 per DU
Industrial	n/a	\$0.70 per SF	\$0.37 per SF	\$1.36 per SF	\$2.42 per SF	
Warehousing/Distribution	n/a	\$0.70 per SF	\$0.37 per SF	\$4.68 per SF	\$5.75 per SF	
Storage	n/a	\$0.70 per SF	\$0.37 per SF	\$0.56 per SF	\$1.63 per SF	
Retail/Shopping Center	n/a	\$0.70 per SF	\$0.37 per SF	\$5.36 per SF	\$6.43 per SF	
Office/Service/Restaurant	n/a	\$0.70 per SF	\$0.37 per SF	\$2.66 per SF	\$3.73 per SF	
Schools/Daycare/Church	n/a	\$0.70 per SF	\$0.37 per SF	\$0.56 per SF	\$1.63 per SF	
Government/Civic/Hospital	n/a	\$0.70 per SF	\$0.37 per SF	\$4.03 per SF	\$5.10 per SF	
Accommodations (large 50+ rooms)	n/a	\$0.70 per SF	\$0.37 per SF	\$2.32 per SF	\$3.39 per SF	\$1,398
Accommodations (small <50 rooms)	n/a	\$0.70 per SF	\$0.37 per SF	\$1.96 per SF	\$3.03 per SF	\$1,000

* Assumes local avg. GSF (heated floor area) per unit: 2,318 per single family DU; 1,059 SF per multifamily unit; 667 SF per job; 662.7 SF per assisted living unit; 412.5 SF per large lodging unit and 330 SF per smaller lodging unit. Civic/Institutional rate for parks applied to Assisted Living category.

*These are proposed fees before credits are determined.
Accommodations and assisted living \$/SF is only based on SF of the units themselves.



35

Examples of Residential Impact Fees by Average Size/Housing Types (Fee by SF)

Summary of Residential Impact Fees by Housing Size

Development Characteristics	ADU	Cottage	Town-home	Alley Loaded Detached	Standard Detached	Estate
Avg. House size in square feet	750	1,250	1,350	1,725	2,318	3,500
Implied average occupancy	0.86	1.44	1.55	1.98	2.67	3.05
Development Impact Fees						
Parks	\$535	\$892	\$963	\$1,231	\$1,654	\$1,893
Fire	\$357	\$595	\$643	\$822	\$1,104	\$1,264
Police	\$186	\$310	\$335	\$428	\$575	\$658
Transportation	\$1,076	\$1,793	\$1,936	\$2,474	\$3,324	\$3,806
Total Single Family Impact Fees*	\$2,154	\$3,590	\$3,877	\$4,954	\$6,658	\$7,622
Equivalent Impact Fee Per SF	\$2.87	\$2.87	\$2.87	\$2.87	\$2.87	\$2.18

Notes: reflects Parks Scenario B.

* includes buildings with 1 to 2 units per structure.

ADU = accessory dwelling unit.



36

Example: Hotel

- 89 Rooms
- 53,526 SF (total)
- 33,315 SF (rooms only)



Was \$194,304

	CDA Proposed w/Park (rooms)	CDA Proposed w/o non-res parks fee (rooms)	Post Falls	Nampa	Hayden	Twin Falls	Driggs	Park City, UT
Parks	\$105,821		\$0.00	\$0.00	\$0.00	\$0.00	\$78,498	\$151,043
Fire	\$25,789	\$25,789	\$32,651	\$34,792	\$34,792	\$27,834	\$91,136	
Police	\$13,430	\$13,430	\$37,035	\$14,987	\$0.00	\$6,958		\$36,569
Trans.	\$85,262	\$85,262	\$229,953	\$219,427	\$128,427	\$112,940	\$244,483	\$55,452
Total \$/rm	\$230,302	\$124,481	\$299,638	\$269,236	\$163,219	\$147,732	\$417,117	\$243,064
By \$/SF	\$208,885	\$112,938						

Was \$325,487

Was \$295,504

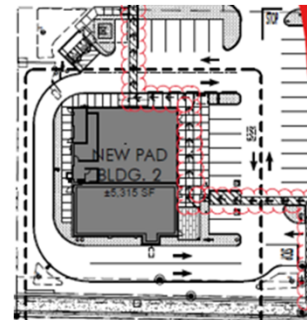
Overnight visitors portion of parks fee is \$535.40 per customer unit and 2.22 people per room



37

Example: New Restaurant

- 2,325 square feet finished (5,315 sf total)



	CDA Proposed	CDA Proposed w/o non-res parks fee	Post Falls	Nampa	Hayden	Twin Falls
Parks	\$106		\$0.00	\$0.00	\$0.00	\$0.00
Fire	\$3,721	\$3,721	\$3,242	\$3,455	\$3,827	\$2,764
Police	\$1,967	\$1,967	\$6,591	\$1,488	\$0.00	\$691
Transportation	\$14,138	\$14,138	\$40,923	\$46,294	\$37,152	\$18,815
Total	\$19,931	\$19,825	\$50,758	\$51,237	\$40,979	\$22,270



38

Example: Office Space

- 6,144 square foot office



	CDA Proposed	CDA Proposed w/o non-res parks fee	Post Falls	Nampa	Hayden	Twin Falls
Parks	\$123		\$0.00	\$0.00	\$0.00	\$0.00
Fire	\$4,301	\$4,301	\$3,748	\$3,994	\$3,827	\$3,195
Police	\$2,273	\$2,273	\$3,011	\$1,720	\$0.00	\$799
Transportation	\$16,343	\$16,343	\$18,493	\$25,190	\$12,165*	\$12,964
Total	\$23,040	\$22,917	\$25,252	\$30,904	\$15,992	\$16,958

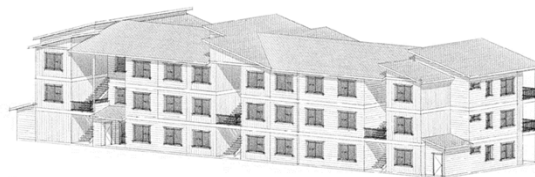
*medical office in Hayden would result in \$20k in transp fee and \$25K total



39

Example: Apartment Building

- 18 MF units
- 18,879 SF



	CDA Proposed	CDA Proposed w/o non-res parks fee	Post Falls	Nampa	Hayden	Twin Falls
Parks	\$25,686	\$29,772	\$86,346	\$43,560	\$24,165	\$32,735
Fire	\$19,876	\$19,876	\$22,392	\$29,178	\$23,436	\$18,856
Police	\$10,351	\$10,351	\$16,866	\$11,250		\$4,719
Transportation	\$33,246	\$33,246	\$50,886	\$31,050	\$24,354	\$15,382
Total	\$89,159	\$93,245	\$176,490	\$115,038	\$71,955	\$71,692

\$227 more per du



40

Example: Average Home

- 2,300 square feet
- 1 du

	CDA Proposed	CDA Proposed w/o non-res parks fee	Post Falls	Nampa	Hayden	Twin Falls
Parks	\$1,426	\$1,633	\$6,444	\$2,420	\$2,272	\$1,819
Fire	\$1,104	\$1,104	\$1,244	\$1,621	\$1,302	\$1,048
Police	\$575	\$575	\$1,260	\$625		\$262
Transportation	\$3,289	\$3,289	\$4,561	\$3,521	\$2,423	\$1,596
Total	\$6,394	\$6,601	\$13,509	\$8,187	\$5,997	\$4,725

\$207 more

41

Example: Cottage Home

- 1,250 square feet
- 1 du

	CDA Proposed	CDA Proposed w/o non-res parks fee	Post Falls	Nampa	Hayden	Twin Falls
Parks	\$775	\$888	\$6,444	\$2,420	\$2,272	\$1,819
Fire	\$600	\$600	\$1,244	\$1,621	\$1,302	\$1,048
Police	\$313	\$313	\$1,260	\$625		\$262
Transportation	\$1,788	\$1,788	\$4,561	\$3,521	\$2,423	\$1,596
Total	\$3,475	\$3,588	\$13,509	\$8,187	\$5,997	\$4,725

\$113 more

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Annexation Fee

City Property Tax Supported Budget, FY 2022-23		
General Fund	\$	23,770,000
Special Fund	\$	1,777,000
Tax Supported Trust and Agency	\$	152,000
Total	\$	25,699,000
Residential Equivalents		
Residential Units (per city utility account)		17,146
Non-Residential Units		7,011
Total		24,157
Cost per Residential Unit, FY 2022-23		\$ 1,064
Inflation Adjustment: for FY 2023-24 (based on CPI Index)		1.0647
Annexation Fee per Residential Unit, FY 2023-24		\$ 1,133
	Prior Fee	Proposed Fee
Prior 1997-98 Annexation Fee	\$ 750	
Inflation Escalation: July 1997-March 2024	1.89273	
Prior Fee if Indexed to today's dollars	\$ 1,419	
Annexation Fee Based on 2022-23 Budget		\$ 1,064
Actual Inflation Escalation: July 2022 to July 2023		1.03183
Proj. Inflation Escalation: July 2023 to July 2024		1.03183
Proposed Annexation Fee Indexed to July 2024\$		\$ 1,133

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Revised Maximum Defendable Fee Compared to November

Land Use	Revised Fee w/non-res parks	Revised Fee w/o non-res parks	November fee
Single Family	\$2.77 per SF	\$2.87 per SF	\$3.41 per SF
Multifamily	\$4,953 per du	\$5,180 per du	\$6,279.42 per du
Assisted Living	\$2,755 per room	\$2,740 per room	\$4,777 per room
Industrial/Manufacturing	\$2.45 per SF	\$2.42 per SF	\$2.05 per SF
Transportation/Warehousing	\$5.77 per SF	\$5.75 per SF	\$7.08 per SF
Storage	\$1.66 per SF	\$1.63 per SF	\$0.85 per SF
Retail/Shopping Center	\$6.45 per SF	\$6.43 per SF	\$12.27 per SF
Office/Service/Restaurant	\$3.75 per SF	\$3.73 per SF	\$6.10 per SF
Schools/Daycare	\$1.66 per SF	\$1.63 per SF	\$2.05 per SF
Government/Civic/Institutional	\$5.12 per SF	\$5.10 per SF	\$6.10 per SF
Accommodations (large)	\$2,587 per room	\$1,398 per room	\$3,657 per room
Accommodations (small)	\$1,932 per room	\$1,000 per room	\$2,761 per room

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Feedback & Next Steps

- Include non-residential parks fee or not
- Hotels and assisted living by room
- Any other last comments to address
- Hearings planned for January 16th

CONSENT CALENDAR

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

December 19, 2023

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 on December 19, 2023, at 6:00 p.m., there being present the following members:

James Hammond, Mayor

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

CALL TO ORDER: Mayor Hammond called the meeting to order. He noted the public hearing regarding Development Impact Fee Code Amendments had been continued to January 2, 2024, and to remember Capital Improvement Plans and approval of Impact and Annexation Fees would be heard on January 16, 2024.

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

Citylink Update: Chad Ingle, Kootenai County Public Transportation (KCPT) Program Manager went over the strategic goal and objectives for the transportation program. He said the goal was to integrate multimodal mobility options throughout the region. He said their objectives were: Phase I- Data, Engagement, and Education. Phase II – Network Redesign and Bus Stop Analysis (to improve service, meet current and future ridership demands, increase bus operations efficiency and effectiveness, and reduce overall operating costs). Mr. Ingle introduced Chris Yake of J-U-B Engineers who said the KCPT Advisory Committee consisted of members from Coeur d’Alene, Post Falls, Hayden, Rathdrum, and Kootenai County Metropolitan Planning Organization (KMPO). Mr. Yake said Transit Oriented Development (TOD) was a blend of physical and social elements which led to increased ridership. He went over mapping which showed population, employment, housing, and pedestrian concentrations shown in the 2020 Census to the projected concentrations expected by 2040. He said they worked with KMPO on the mapping of the 2040 projections. He noted low-income households used the transit system most. He said the current system reached the most concentrated areas well. He noted the Atlas Waterfront area was not transit oriented at this time yet would need to be looked at more closely as development continued. Mr. Ingle said the next step for Phase 2 were network enhancements and cost allocation modeling, bus stop evaluation and prioritization, site assessment, use analysis, and meeting with major employers.

DISCUSSION: Councilmember McEvers asked what transit oriented and transit lifestyle meant, with Mr. Yakes responding it was the mixed-use walkable area and when they referred to transit lifestyle, it was the same. Councilmember Wood asked Mr. Ingle if they were still gathering information, with Mr. Ingle responding they were and comments would also be used during Phase II, which includes looking at future stops. Councilmember English asked if the goal of reducing vehicle density was in order to reduce traffic and emissions, with Mr. Ingle responding it was. Councilmember Gookin asked why no elected officials were included in the working groups, with Mr. Ingle responding they were happy to have other individuals participate. Councilmember Gookin said he would like someone from the disabled community to participate. Councilmember Gookin asked if Citylink had a mission statement, with Mr. Ingle confirming they did. Councilmember Gookin asked if data would be looked at regarding existing ridership, with Mr. Ingle explaining that they would be reviewing the data during Phase II planning. Councilmember Gookin noted in order to be a successful mass transit system, speed of system was required and were additional routes being looked at, with Mr. Ingle responding in order to service the outlining areas they required an hour headway which he agreed was inconvenient for some users. Mr. Ingle said they would need to double the number of buses and routes to reduce the headway which would double the cost to provide the service. Councilmember English noted he was appreciative of the service provided to the community.

Police Station Remodel Update: Police Chief Lee White said Captain Dave Hagar had been the champion of the project for the City and the Police Department. Mr. Hagar had met with the construction management and architect firm and had value engineered the project to come in \$800,000 below original estimates. Chief White said CORE Construction group had completed the schematic design of Phase I, which would turn the reclaimed locker space into offices and adding 5,400 square foot of new locker space to the Police Headquarters building. He said next steps would be to issue a Request for Proposals (RFP) on January 23, 2024, with a bid opening on February 3, and issue a gross maximum price on March 4, and finally to bring the bid package to Council for approval at the March 19, 2024, meeting. He said the next step would be to begin work on Phase II of the project, which would look at adding an additional training room, offices, and a conference room.

DISCUSSION: Councilmember McEvers asked how many new parking spaces were being added, with Chief White responding 46 additional parking stalls. Councilmember McEvers asked if parking in front of the building would be expanded, with Chief White responding there were no plans to expand front of building parking at this time. Councilmember Gookin asked how much was it to complete the entire project, with Chief White responding \$6.2 million for Phase 1, and Phase II was estimated at \$13 million. Councilmember Wood asked if windows were being added to the offices located where the locker room space was, with Chief White responding that due to a lack of funds, they were not adding windows. Councilmember Wood asked if security was built into the new parking spaces, with Chief White responding it was. Councilmember Wood said she would like the cost information brought back to Council to add windows to the new offices, and to add asphalt to the parking area for 25 additional parking spaces.

2023-24 Annual Snow Plan (Action Item): Streets and Engineering Director Todd Feusier said for many years the City had published a Snow Plan that outlined the policies, priorities and operational procedures for the Streets and Engineering Department (Department) to follow in responding to snow emergencies. As in previous years, the proposed 2023-2024 Snow Plan

summary was being presented to Council. He said citizens and staff mutually benefitted from a clear understanding of City snow removal policies and responsibilities. The Council's snow removal policies are recorded in the Snow Plan and distributed in various forms such as pamphlets, newspaper articles, and made available on the City's website. He said the Snow Plan was one of the Department's means of educating the public on City snow removal policies. He noted the objective was to continue to provide the citizens with efficient plow operations and provide unrestricted road surfaces. He said as the City continued to grow and more streets were extended, the Citywide plowing completion target would be 40-hours. He requested Council approve the 2023-2024 Snow Plan.

DISCUSSION: Councilmember McEvers asked if arterials were gated, with Mr. Feusier responding the current equipment did have gates. Councilmember Miller asked if an organic material was still being used, Mr. Feusier responded they had used beet juice in the past but it had become problematic and were using another organic product this year. Councilmember Gookin asked if a "Name the Storm" winner had been chosen, with Mr. Feusier responding they had not received any suitable entries, so they had decided to use area river names.

MOTION: Motion by Gookin, seconded by Miller, to approve the 2023-2024 Annual Snow Plan.
Motion carried.

PUBLIC COMMENTS:

Neal Schreibois, Post Falls, said he worked for Lamar Outdoor Advertising, and had applied to replace billboards in a couple of City locations and had good interactions with City staff. He said they had applied to move a sign to an additional location on Government Way which was denied. He said it was his company's understanding that the updated sign code allowed billboards to be moved to another location. He requested the word "place" be replaced with "city limit" in the sign code.

Suzanne Knutson, Coeur d'Alene, said she was a co-chair for the accessibility committee at the Human Rights Education Institute. She said her concerns still stood on the transportation issue, and would like the bus routes extended to outlining areas, and longer hours of operation.

ANNOUNCEMENTS:

Councilmember Gookin said he would like to revisit the sign ordinance as the City should be business friendly and no other business was required to ask the City permission to move locations. He said a billboard should be allowed to move from one location to another. Councilmember English said he was in support of upgrading to digital signs. Councilmember Wood noted her husband worked for Lamar and she had no conflict of interest as the company was nationwide and her husband was not guaranteed an area. She would like to have the discussion to move billboards from the boulevard to another location in the City.

MOTION: Motion by Gookin, seconded by Wood, to bring a report forward to revisit the sign ordinance. **Motion carried.**

CONSENT CALENDAR:

1. Approval of Council Minutes for the December 5, 2023 Council Meeting.
2. Approval of the December 11, 2023 General Services/Public Works Committee Minutes.
3. Setting a Public Hearing for: **January 2, 2024:** O-2-23 - Adoption of Amendments to Coeur d’Alene Municipal Code Title 14, Development Impact Fee.
4. Approval of Bills as Submitted.
5. Approval of Financial Report.
6. Approval of the Annual Road and Street Financial Report for the Fiscal Year Ending September 30, 2023.
7. **RESOLUTION NO. 23-089** - A RESOLUTION OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE ABANDONMENT OF A DRAINAGE EASEMENT LOCATED AT 2319 W. BASTIEN LOOP, IN THE COEUR D’ALENE PLACE 36TH ADDITION, OWNED BY SORBONNE HOMES, LLC.

DISCUSSION: Councilmember Gookin asked if the Annual Road and Street Financial Report was the report required by the State of Idaho, with Mr. Tymesen responding it was.

MOTION: Motion by McEvers, seconded by Evans, to approve the Consent Calendar as presented, including **Resolution No. 23-089**.

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

RESOLUTION NO. 23-090

A RESOLUTION OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO, APPROVING REVISIONS TO THE CITY’S SIDEWALK & CURB RAMP – ACCESSIBILITY POLICY TO INCREASE THE REIMBURSEMENT RATE PER FOOT AND MAXIMUM PER PROPERTY FOR THE SIDEWALK INCENTIVE PROGRAM.

STAFF REPORT: City Engineer Chris Bosley said the Sidewalk Reimbursement Program was developed and implemented in 2007 and had been an effective means to improving pedestrian travel in the City of Coeur d’Alene. He said City Code required property owners to maintain the sidewalks abutting their property (M.C. §§ 12.20.030 and 12.20.100). The original reimbursement program was developed to incentivize property owners to install sidewalks where none existed and repair sidewalks where ADA requirements were not met. He noted that although the reimbursement was still somewhat helpful in incentivizing sidewalk repair and installation, the rate had not kept up with the increasing construction costs. He mentioned that over the past six years, the program had provided reimbursements for an average of 555 feet of sidewalk per year. He said recent bid prices for residential sidewalk construction were around \$3,500.00 for a 40-foot-wide lot, or \$87.50/ft. The current reimbursement rate was \$26/ft with a maximum of \$650.00 per property owner. He said staff recommended increasing the reimbursement rate to \$40/ft to increase the incentive, with an increased maximum per property owner of \$1,000.00, or \$2,000.00 for a corner lot. He noted the current Streets & Engineering Department budget for the program was \$10,000.00 annually. He said approval of the increased reimbursement rate would likely incentivize more property owners to repair or install sidewalks throughout the City. He requested the City Council approve the update to the Sidewalk Reimbursement Program.

DISCUSSION: Councilmember Gookin noted that listed in the policy was a \$30,000 building permit trigger which should be adjusted for inflation. Mayor Hammond asked staff to review the \$30,000 permit trigger. Councilmember McEvers asked if less sidewalk would be repaired due to the higher reimbursement amount, with Mr. Bosley responding the Department had other funding sources which may be used, yet funding did fluctuate each year. Councilmember McEvers asked if the program included funding from the Community Development Block Grant, with Mr. Bosley responding it was not included in the program.

MOTION: Motion by McEvers, seconded by Gookin, to approve **Resolution No. 23-090;** Approving Updates to the Sidewalk Reimbursement Program.

ROLL CALL: Wood Aye; Evans Aye; Miller Aye; McEvers Aye; Gookin Aye; English Aye.

Motion carried.

RESOLUTION NO. 23-091

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A PUBLIC TRANSPORTATION LETTER OF AGREEMENT WITH KOOTENAI COUNTY.

STAFF REPORT: City Administrator Troy Tymesen said the 2000 census designated the cities of Coeur d'Alene, Post Falls, Hayden, Huetter and Dalton Gardens, as an urbanized area within Kootenai County. The Kootenai County Transit System encompasses Citylink Fixed Route service, Kootenai Health - Transportation/Paratransit service, and Kootenai County - Citylink Paratransit (currently operated by MV Transportation). He said Transit Service in the urban area was a cooperative effort between Kootenai County, the Coeur d'Alene Tribe, Kootenai Health, the Cities of Hayden, Dalton Gardens, Coeur d'Alene, Huetter, and Post Falls, Kootenai Metropolitan Planning Organization, and Post Falls Highway District. He noted the Federal Transit Administration considers the cooperative transit operation quite unique compared to other transit agencies across the country. He said the legislative board for the transit system was the Kootenai County Board of Commissioners. He noted all public transit service was provided free to the public thanks to the generous funding partners. He said the City was being asked to fund \$101,260, and the item had been approved within the Fiscal Year 2023-24, appropriations Ordinance. He noted the City's portion was based on its population within the urbanized area, and the funds were being used as a match for funds from the Federal Transit Administration (FTA). He noted funding covered operations, maintenance, vehicle procurements, and administration of the system. He said the City also provided the service of the Specialized Needs Recreation Van which was acquired with grant funds, and Citylink provided fixed route and paratransit service in the rural southern part of the county. He mentioned Kootenai Health provided paratransit service for medical trips, and Kootenai County contracted a private transit service contractor to provide service under the Americans with Disabilities Act (ADA). The service provided door-to-door service for qualified disabled individuals; service start-up was August of 2011 and it was still used today. He requested the Council approve the one-year Letter of Agreement and funding for the City's portion of public transportation within the urbanized area of Kootenai County, also called the Kootenai County Transit System.

DISCUSSION: Councilmember McEvers asked how much the City contributed 20 years ago, with Mr. Tymesen responding the City’s contribution 20 years ago was \$45,000. Councilmember McEvers asked if all the other cities and the county contributed, with Mr. Tymesen responding they did and noted that Citylink was a benefit to the entire community at no cost to riders.

MOTION: Motion by Gookin, seconded by English, to approve **Resolution No. 23-091;** Approving a Letter of Agreement with Kootenai County for Public Transportation Services.

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

RESOLUTION NO. 23-092

A RESOLUTION OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AMENDMENTS TO THE CITY’S CLASSIFICATION AND COMPENSATION PLAN TO RETITLE THE POSITION OF “PARKS MAINTENANCE WORKER” TO “PARKS MAINTENANCE WORKER 2,” AND CREATING A NEW POSITION OF “PARKS MAINTENANCE WORKER 1”; AMENDING THE TITLES OF THE DEPARTMENT HEADS IN THE STREETS & ENGINEERING, THE WASTEWATER, AND THE WATER DEPARTMENTS FROM “SUPERINTENDENT” TO “DIRECTOR”; AND AMENDING THE TITLES OF THE ASSISTANT SUPERINTENDENTS IN THE SAME DEPARTMENTS FROM “ASSISTANT SUPERINTENDENT” TO “ASSISTANT DIRECTOR”; AND AMENDING PERSONNEL RULE 16: GRIEVANCES.

STAFF REPORT: Human Resources Director Melissa Tosi said the Parks Maintenance Worker position had always been the entry level classification in the Parks Department which also required a Class B Commercial Driver’s License (CDL). However, the Parks and Recreation Director believed the Department would benefit by having an additional entry level classification that did not require a CDL and would complete basic parks maintenance duties. As a result, the current Parks Maintenance Worker job classification was being retitled to a Parks Maintenance Worker II classification and a new Parks Maintenance Worker 1 had been created for approval. Mrs. Tosi also proposed that the current Superintendent titles for both the department head position and the assistant department head position in Streets & Engineering, Wastewater, and Water, be changed from Superintendent to Director. Additionally, she proposed updates to Rule 16 – Grievance Procedures noting it was a complete re-write from the current policy. She explained that earlier this year, the City had informally resolved potential grievances, but it became apparent that the language and timing of processing a grievance under the current policy was too vague and, therefore, subject to differing interpretations. Mrs. Tosi met with the City Attorney, City Administrator, and the Police Officer’s Association (POA) and agreed that an updated policy would be beneficial for everyone. The goal of the amended policy was to create an up-to-date uniform and fair grievance procedure for all employees covered by the Personnel Rules, clearly outline the three (3) steps that may be used in the grievance process, add clarity and reasonable time frames to each step of the grievance process, and a clear expectation of the documentation required. The policy was also sent to the Lake City Employee’s Association (LCEA) for review. LCEA approved the proposed policy, expressing no concerns. She mentioned the Fire Association had their own grievance procedure. The proposed amendments were also discussed by the Executive Team and posted for all employees to review with no concerns being raised.

DISCUSSION: Councilmember Wood commended Ms. Tosi on working with the Police Officers Association on the updated grievance procedure and for her work with the Parks Director on the parks maintenance worker I & II classifications.

MOTION: Motion by Wood, seconded by Evans, to approve **Resolution No. 23-092**; Approval of Personnel Rule Updates to the Classification/Compensation Plan and Amendments to Personnel Rule 16 – Grievance Procedures.

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

RESOLUTION NO. 23-093

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING A GRANT FROM THE IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY FOR WELL SITE SECURITY, PHASE 2, IN THE AMOUNT OF \$24,000.00.

STAFF REPORT: Water Director Kyle Marine said the Water Department (Department) currently had eleven (11) wells, seven (7) booster stations and seven (7) storage facilities. He said well sites were looked at on a daily basis to collect meter reads, and identify chemical usage and any potential issues, booster stations were visited once a week to check motor vibrations, meter reads, and efficiency, and water storage facilities were visited on a periodic basis as needed, at least once a month, for maintenance and monitoring. He said that during phase one, discussions were held with the IT Department regarding the system setup for cardlocks, security cameras, and updated software for the facilities. He said that due to the unavailability of fiber network access across the majority of the sites, the system must operate independently as a standalone system. He mentioned cellular network was utilized to facilitate connectivity. He said to ensure smooth implementation, Access Unlimited had collaborated closely with both the IT team and building maintenance for the necessary upgrades. The cardlock system had been designed to seamlessly integrate with the City's existing system. However, its activation would rely on cellular communication. He said the Department currently had budgeted \$100,000 for cardlocks, security cameras, and updated software for the remote facilities, and the grant would help to add additional security inside the wellhead for source water protection. He noted the total amount secured for the Phase 2 grant was \$24,000.00 and accepting the grant would not cause any additional costs to the City. He said that by installing the cameras and the door locks, they would have instant notification of any unauthorized access to the City's water sources, and they would be able to better monitor contractors that were working on or near the sites. He said the proposed camera system would also be able to record any vandalism that may occur and the video would better help law enforcement to arrest the culprits. He requested Council authorize the acceptance of a DEQ Source Water Protection Grant in the amount of \$24,000.00.

DISCUSSION: Councilmember McEvers asked how many wells would be covered, with Mr. Marine responding the grant covered internal components of the wells and the grant would provide cameras at four (4) well sites. He said most of the remaining well sites would be completed throughout the year. Councilmember Wood noted the cameras would only capture images of people on the City's well site property and it was important to protect the City's water source.

MOTION: Motion by McEvers, seconded by English, to approve Resolution No. 23-093; accepting an Idaho Department of Environmental Quality Source Water Protection Grant Phase 2 in the Amount of \$24,000.00.

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

(LEGISLATIVE HEARING) COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PLAN YEAR 2022, YEAR END CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER).

STAFF REPORT: Community Planning Director Hilary Patterson said City of Coeur d’Alene received an annual direct allocation of Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funds. She noted every year the City was required to complete a Consolidated Annual Performance Evaluation Report (CAPER), allowing the public two-weeks to share public comment. She said the CAPER provided an overview of past year project outcomes and spending priorities. She mentioned the 2022 CAPER highlighted accomplishments that took place July 1, 2022, to September 30, 2023, including funds from Plan Years (PY) 2020 and 2021. She noted the 2022 Plan Year was extended to September 30, rather than it’s prior June 30 end date due to the change in the Plan Year start date to October 1, for PY 23. The 2022 CAPER was posted to the City’s website on December 5, 2023 with information on how to provide comments, with two weeks of public comment held between December 5, 2023, and December 20, 2023. She said today’s Public Hearing and the 15-day public comment period were advertised to the public in the following ways: Coeur d’Alene Press notice, website updates, Facebook post, and emails to the 173 CDBG stakeholders. She said the only public comment received to date was from Nancy Mabile of Panhandle Area Council with some minor edits verifying the number of Emergency Minor Home Repair Program (EMRAP) projects that were completed during the program year to ensure consistency between references in the plan. She explained PY 22 goals which were met and those which were not and 2022 successes. She noted TESH had been awarded funds for a parking light upgrade which had not yet been completed. She spotlighted some EMRAP projects which had been completed. She noted all COVID-19 funds had been expended. She said authorizing the item would allow staff to submit the 2022 CAPER to HUD for official review.

Mayor Hammond opened the public testimony portion of the meeting and hearing none, closed public testimony.

DISCUSSION: Councilmember English asked if some of the goals were not met due to no applicants, with Ms. Patterson responding the goals were set for 5-years, and in 2022, there were no economic development or for-rent affordable housing applications. Councilmember McEvers asked what “urgent need” in the National Objective referenced, with Ms. Patterson responding it was a tough objective to meet and that HUD had specific language which stated all CDBG requirements must be met. Councilmember McEvers asked if the transit issue would fit into CDBG, with Ms. Patterson responding it was difficult to quantify that the majority of users were LMI at a particular bus stop, etc., and HUD rules were very specific on use of the funding.

MOTION: Motion by Miller, seconded by McEvers, to approve the Community Development Block Grant 2022 Consolidated Annual Performance Evaluation Report (CAPER). **Motion carried.**

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

The meeting adjourned at 7:45 p.m.

ATTEST:

James Hammond, Mayor

Sherrie L. Badertscher
Executive Assistant

OTHER BUSINESS

**CITY COUNCIL
STAFF REPORT**

DATE: JANUARY 2, 2024

FROM: STEPHANIE PADILLA, ACCOUNTANT

**SUBJECT: APPROVAL OF AGREEMENT WITH BILLING DOCUMENT
 SPECIALIST (BDS) FOR UTILITY BILL STATEMENT PRINT & MAIL
 AND ELECTRONIC PAYMENT SERVICES**

DECISION POINT: Should City Council approve an agreement with Billing Document Specialist (BDS) for utility bill statement services (print and mail, and electronic payment) for the amount of approximately \$14,150.00 in February of 2024, and the amount of approximately \$13,500.00 per month thereafter?

HISTORY: City staff has been diligently working on providing a cost-effective way to provide an automatic bill pay system for the utility bills paid monthly to the City of Coeur d’Alene. Currently, utility bills can be paid online, over the phone, or in person at City Hall. The credit card processing fee is paid by the customer. With BDS, utility bill customers will have the option to log in online and pay their bill each month, or establish an automatic bill pay where the amount of their utility bill will be automatically debited from their bank account or charged to their debit/credit card. The processing fees will continue to be paid by the user at the extremely low rate of 2.35% or \$2.00 minimum.

Automatic bill pay has been a request by the utility users of the City for many years. The City’s IT department has been diligently working to find a system that is reasonable in price and compatible to our financial accounting system. BDS has adequately met the needs of the City.

FINANCIAL ANALYSIS: Staff has worked with our current merchant service provider for more than three years. Two additional merchant service providers were engaged to provide demonstrations, business ownership structure, and the best service rates possible in today’s market. Both providers are known and used by other jurisdictions using the same financial software as the City. Staff has been reviewing and negotiating with the final two companies for five months. BDS was chosen as they are located in Caldwell, Idaho and is able to provide customer service to both City staff and the constituents of the City.

Staff recommends entering into a three-year renewable contract with BDS to perform the printing and mailing of City utility bills, host a web-based online payment system that will allow customers to view current and past utility bill statements, establish automatic monthly withdrawals or one-time payments, and/or allow customers to establish text message or email reminders and pay their bill from text or email. BDS will also provide merchant services so that debit/credit card payments can still be made in person. Staff is confident that the option for automatic bill pay and full-page

utility bills statements will not negatively affect constituents, as all things will stay the same if a constituent so chooses.

The one-time purchase of ten card-reading terminals is \$650.00. The monthly utility bill statement print and mail fee will decrease as utility bill users register for paperless billing and automatic bill pay. It is projected that, for the months of February and March 2024, the monthly fee paid by the City will be approximately \$13,500.00. This amount includes the printing and postage of a full-page utility bill statement at the low cost of \$0.68 each. In the summer months approximately 20,110 utility bills are processed and, at this negotiate rate, the highest monthly fee would be \$13,675.00. However, it is anticipated that by June of 2024 there will be at least 300 utility bill users signed up for e-statements, reducing the monthly fee. A reduction in current City expenses will be recognized in staff time, postage, printer ink, and current postcard product; all while providing the automatic monthly withdrawal benefit to the citizens of Coeur d'Alene.

PERFORMANCE ANALYSIS: In order to provide our utility bill statement users with the option to start automatic bill pay by March of 2024, it is necessary to engage these services with BDS now.

DECISION POINT/RECOMMENDATION: City Council should approve an agreement with Billing Document Specialist (BDS) for utility bill services (print and mail, and electronic payment) for the amount of approximately \$14,150.00 in February of 2024, of and the amount of approximately \$13,500.00 per month thereafter.



City of Coeur d'Alene Utility Bill

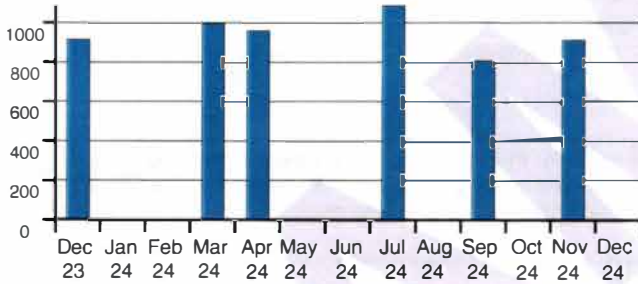
710 E. Mullan Ave
Coeur d'Alene, ID 83814
208-769-2300

Office Hours
8:00 am to 5:00 pm
Monday - Friday

Customer Name & Service Address	Account Number	Statement Date	Due Date	Shut Off Date
Customer Name Service Address	123456-000	1/2/2024	2/5/2024	1/1/1999
Services	Read Date	Quantity	Total	
Previous Balance			72.34	
Payments			72.34	
Water	11/14/2023	911	28.88	
Trash	12/7/2023	1	46.10	
Current Charges			74.98	
			Total Due	\$74.98

Meter Readings

Current 13604 11/14/2023
Previous 12693 9/14/2023



Water Usage Summary

Message Center

Please be advised the shut off date is the actual date the water will be discontinued for the CURRENT amount due. Past due amounts are subject to termination of service at any time. Payments must be received in our office by 3:00 PM MST the day BEFORE the shut off date.

Scan to Pay or enroll in Auto-Pay



Pay online at: <https://cdaid.billingdoc.net>

PLEASE DETACH AND RETURN BOTTOM PORTION WITH PAYMENT



City of Coeur d'Alene
710 E. Mullan Ave
Coeur d'Alene, ID 83814
208-769-2300

Pay free online at <https://cda.billingdoc.net> OR pay by automated phone system 208-769-2211

0005016000007498000000007498

Account Number	123456-000
Due Date	2/5/2024
Shut Off Date	1/1/1999
Current Charges	74.98
Total Due	\$74.98

NAMPA SHARES AND CARES DONATION

CHECK BOX IF AMOUNT PAID INCLUDES DONATION

Donation Amount: _____

Customer Name
Billing Address
Coeur d'Alene, ID 83686

CITY OF COEUR D'ALENE
710 E. MULLAN AVE
COEUR D'ALENE, ID

Paying your bill

For your convenience we now offer:

1. Online payments at <https://cda.billingdoc.net>
2. Sign up for Autopay:
 - Using a checking or savings account please visit <https://www.cityofcda.org/140/Utility-Billing>
 - Using a debit or credit card please create account or sign in on <https://cda.billingdoc.net>
3. Automated phone payments at 208-769-2631 (please have account number ready)
4. At the office 701 E Mullan Ave. M-F 8:00 am – 5:00 pm
5. Payment drop box location near 4th Street.

Questions about your bill? Call:

208 769-2711 Billing a ment or payment arrangement quest ons

208 769-2302 Regarding garbage collect on Republic Services

208 769-2711 After hours emergencies

Office Hours: M – F 8:00 am – 5:00 pm

Pre-termination Hearing: If you fail to pay prior to the shut off date on this statement, your service may be terminated. If you dispute the amount of the charges or believe you are not responsible for these charges, you may request a hearing by visiting our office or calling 208-769-5711 prior to the shut off date. If a hearing is requested your service will not be terminated prior to the hearing.

Tampering Fee: Pursuant to MCC13.04.100, it is unlawful for any person after the water has been turned off from his premises by the city for any

When service is started or discontinued: Please call 208-468-5711 at least business day before you want to start or discontinue services. Water and sewer charges are based upon your water consumption. A \$31 service request processing fee will appear on your first bill. If you move, please call 208-769-2211 to discontinue utilities in your name. If you move without notifying the Utility Billing Department, you will be responsible for all services at that location.

Please be advised the shut off date is the actual date the water will be discontinued for the CURRENT amount due. Past due amounts are subject to termination of service at any time. Payments must be received in our office by 3:00 PM MST the day BEFORE the shut off date. Please note: If services are disconnected due to non-payment and subsequently reconnected, the account is subject to a \$31.00 reconnect fee, an amount adopted by Resolution of Council.

IF ANY OF THE FOLLOWING HAS CHANGED SINCE YOUR LAST STATEMENT, PLEASE INDICATE HERE

New Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Email: _____

RESOLUTION NO. 24-001

A RESOLUTION OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AN AGREEMENT WITH BILLING DOCUMENT SPECIALIST (BDS) FOR UTILITY BILL STATEMENT (PRINT AND MAIL) AND ELECTRONIC PAYMENT SERVICES.

WHEREAS, the Finance Director has recommended that the City of Coeur d’Alene enter into an Agreement with BILLING DOCUMENT SPECIALIST (BDS), pursuant to terms and conditions set forth in the Agreement, a copy of which is attached hereto as Exhibit “A” and by reference made a part hereof; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d’Alene and the citizens thereof to approve such Agreement for utility bill statement (print and mail) and electronic payment services.

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 with BILLING DOCUMENT SPECIALIST (BDS), for utility bill statement (print and mail) and electronic payment services, in substantially the form attached hereto as Exhibit “A” and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said Agreement to the extent the substantive provisions of the Agreement remain intact.

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

DATED this 2nd day of January, 2024.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER EVANS	Voted	Aye
COUNCIL MEMBER MILLER	Voted	Aye
COUNCIL MEMBER GOOKIN	Voted	Aye
COUNCIL MEMBER ENGLISH	Voted	Aye
COUNCIL MEMBER MCEVERS	Voted	Aye
COUNCIL MEMBER WOOD	Voted	Aye

Motion carried.



915 Main Street, Suite 1000
Caldwell, ID 8305
208-459-3611, Fax 208-459-3680

Billing Document Specialists Statement Print & Mail and Electronic Payment Service Agreement

THIS AGREEMENT is made by and between BILLING DOCUMENT SPECIALISTS, hereafter referred to as BDS, located at 915 Main Street, Suite 300, Caldwell, Idaho 83605, a corporation organized under the laws of the State of Idaho and _____ the City of Coeur d'Alene, ID _____, hereafter referred to as CLIENT. This agreement shall be subject to the following outlined, terms and conditions:

Summary List of Services:

- 1. Statement Printing & Mailing**
- 2. Online Payments – Full Service w/eStatements**
- 3. Over-theCounter Payments & Non-UB Payments**
- 4. IVR Telephone Payments & Alerts**
- 5. Bank Bill Pay (eLockbox)**
- 6. Merchant Services**

Attached Documents:

2023 – 2024 BDS Service Costs v3
Non-Appropriation Clause
Israel Clause
China Clause

Terms:

Client agrees to pay BDS within **30 days** of invoicing. Invoices not paid after 30 days of invoicing are considered late.

Finance Changes:

Client agrees to pay all charges for services or merchandise rendered by the invoice due date. A monthly service charge of (1.75% per annum) may be assessed on charges remaining unpaid 30 days after the invoice date. BDS is entitled to reasonable collection fees, attorney fees and other expenses incurred to collect all charges on the account(s).

BDS will have the right to withhold any processing while there is an unpaid delinquent balance 60 days after original invoice date. The Client will be notified of any delinquent balance and BDS will allow the client 5 days to pay the outstanding balance before any interruption to service.

Liability:

In the event that any information processed on behalf of Client by BDS is not accurate, and such inaccuracy causes the processed data to be unacceptable as a finished product, BDS will re-process such data at no additional charge, and no other liability is implied. It is expressly understood and agreed that BDS shall not be liable or responsible for any damages resulting in the delay in the processing of data or resulting from any unacceptable finished product processed by BDS. BDS's liability hereunder shall be limited to the additional cost it incurs in re-processing the mishandled data. BDS makes no other warranty expressed or implied for its services hereunder.

Indemnification:

BDS shall indemnify and save and hold harmless Client from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by Client, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of Client or its employees.

Independent Contractor:

In all matters pertaining to this agreement, BDS shall be acting as an independent contractor, and neither BDS nor any officer, employee or agent of BDS will be deemed an employee of Client. The selection and designation of the personnel of the Client in the performance of this agreement shall be made by the Client.

Attorney Fees:

Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys' fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination or forfeiture of this Agreement.

Time is of the Essence:

The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of, and a default under, this Agreement by the party so failing to perform.

Assignment:

It is expressly agreed and understood by the parties hereto, that BDS shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of CLIENT.

Discrimination Prohibited:

In performing the Services required herein, BDS shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age or disability.

Reports and Information:

At such times and in such forms as the Client may require, there shall be furnished to the Client such statements, records, reports, data and information as the Client may request pertaining to matters covered by this Agreement, at no charge.

Audits and Inspections:

At any time during normal business hours and as often as the Client may deem necessary, there shall be made available to the Client for examination all of BDS's records with respect to all matters covered by this Agreement.

Compliance with Laws:

In performing the scope of services required hereunder, BDS shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.

Changes:

The Client may, from time to time, request changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of BDS's compensation, which are mutually agreed upon by and between the CLIENT and BDS, shall be incorporated in written amendments to this Agreement.

Termination:

If, through any cause, BDS, its officers, employees, or agents fails to fulfill in a timely and proper manner its obligations under this Agreement, violates any of the covenants, agreements, or stipulations of this Agreement, falsifies any record or document required to be prepared under this agreement, engages in fraud, dishonesty, or any other act of misconduct in the performance of this contract, or if the Client Council determines that termination of this Agreement is in the best interest of Client, the Client shall thereupon have the right to terminate this Agreement by giving written notice to BDS of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. BDS may terminate this agreement at any time by giving at least a sixty (60) day notice to Client.

In the event of any termination of this Agreement, all finished or unfinished documents, data, and reports prepared by BDS under this Agreement shall belong to the Client, and BDS shall be entitled to receive just and equitable compensation for any work satisfactorily complete hereunder.

Construction and Severability:

If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

Approval Required:

This Agreement shall not become effective or binding until approved by BDS and the Client.

Governing Law and Forum:

This Agreement will be governed by the laws of the State of Idaho, and constitutes the complete and exclusive statement of this Agreement between the parties which supersedes all proposals, written or oral, and all other communications between the parties related to the subject of this Agreement. The parties agree that all state court legal matters shall be commenced and litigated in Canyon County, Idaho, and all federal

court matters shall be commenced and litigated in Boise, Idaho. Each party hereby waives any right to bring a cause of action in any other venue, court or geographic location.

Term of Contract:

The term of this agreement shall be 01/02/2024 to 01/01/2027. At the end of this period, the agreement will automatically renew in one-year periods, annually. The signatures below indicate acceptance of the agreement.

Acceptance for Services:

1. STATEMENT PRINTING & MAILING

2. ONLINE PAYMENTS FULL SERVICE

Including the additional services:

E Statements

Auto Recurring Payments

3. OVER THE COUNTER (OTC) PAYMENTS

Utilities and Non-UB Payments

4. INTERACTIVE VOICE RESPONSE (IVR) SERVICES

a. Incoming Payments

b. Shut-Off Reminder

c. Call Campaign/Alert Messaging

5. BANK BILL PAY SERVICES (eLOCKBOX)

6. MERCHANT SERVICES

Revenue Neutral, consumer pays payment processing fees (Service Fee)

BDS Customer Service:

This service is available between 8 AM and 5 PM mountain time Monday thru Friday except posted holidays. BDS is happy to assist our clients with any questions or issues. Send emails to csteam@valli.com or call toll-free 877-595-1957.

Due to the nature of our business; we ask that client staff members do not instruct client customers to contact the CS team directly. The CS team will not accept phone calls direct from the client's customers. Client staff members should contact the CS team for assistance in resolving client customer issues. Please be prepared to provide the client customer's account number and contact information should our team member deem it necessary to contact the customer on the Client's behalf. If the client instructs customers to contact our CS Team directly, without prior discussion and approval, the client could be subject to a \$75.00 per hour minimum charge.

Agreement Signatures

Acceptance for the City of Coeur d'Alene

Please Type or Print Authorizing Party Name

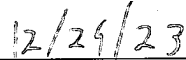
Signature

Date

Acceptance for Billing Document Specialists



Tim Beck, COO



Date

City of Coeur d'Alene - BDS Payment Services Itemized Price List - 2022

Training & Support

Onsite Training & Setup + Ongoing Remote Training	Free	BDS will provide staff onsite to CDL to train staff and help set up card readers, admin staff, etc.
Support	Free	BDS will provide ongoing support for all of our payment and print & mail applications at no cost.

Print and Mail

1st Image Price	\$0.17	Includes Standard Cut sheet forms, #9 & #10 envelopes, inserting and mailing
Manual 1st Image	\$0.45	1st Page including larger mailing envelopes for large combined mailings
Additional Image/Manual Add Image	\$0.12	
Web Posting	\$0.01	Posting of Statement pdf images to the BDS Admin Website for Client to view, reprint, or email.
NCOA	\$7.50	Per Job - Run Statement File through National Change of Address Database
Postage	At Cost	*current postage rates
Manual Postage	At Cost	*varies

Online Payments

Online Monthly Maintenance	\$0.00	Covers minor page modifications i.e. Contact Info, disclaimers, etc. Import Files including text reports.
eStatement Emails/Texts	\$0.05	Per email generated instead of printed & mailed document
Pay-by-Text	\$0.25	Per Text Payment Transaction/Per Account (Service Fee) Users may pay multiple accounts in one transaction using this System *Option available at no additional cost to the city

Over-the-Counter

EMV Card Readers - Ingenico Lane 3000	\$650 (1-Time Purchase)	\$650 Total Cost - Includes 10 EMV Card Readers, accepts: Swipe, Chip, NFC (tap), Apple/Google payment methods.
Monthly Maintenance - Over-the-Counter Payments	\$0.00	Covers minor maintenance, updates, etc. Includes OTC & Online Non-UB Payments

IVR Payments & Alerts

IVR Phone Payments	\$1.25	Paid by end user - added to card service fee Per call payment transaction - Dictated phone number for Client, where customers can call to check balances, leave messages, and/or make credit card payments.
IVR Outgoing Alerts - Alert System - Shutoff Reminder System	\$0.15	Per Alert - Alert Includes Call, Text, and Email

Merchant Services

Card/ACH Merchant Fees - Revenue Neutral (Consumer pays fees)	*	* DrivePayments, BDS Processor Fee rates: <i>To be paid by consumer</i> 2.35% or \$2.00 minimum for Credit Cards
ACH/eCheck Online Payments - Rev Neutral (Consumer pays fees)		ACH Fees \$1.00/eCheck \$2.50/Return or NSF

Bank Bill Pay

Bank Check Processing	\$0.20	Per bank check transaction
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Remote Lockbox

Annual License Renewal	\$1,500.00	Annual License Renewal & Jack Henry Association
BDS Check Scanning & Posting Per Transaction	\$0.15	Per Transaction
Processor Fee - ACH	\$0.09	Per ACH Transaction
Processor Fee - CK21	\$0.13	Per CK21 Transaction
Return Fee/NSF - ACH	\$1.50	Per Return
Return Fee/NSF - CK21	\$2.50	Per Return
Monthly Statement Fee	\$15.00	Per Month

Special Programming

Special Programming per hour	\$175.00	Programming fees apply in the event of a complete file format revision, new software vendor or other major customization or special requests not specified.
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Non-Appropriation: In accordance with the Idaho Constitution, should funding for any services hereunder be unavailable, due to lack of appropriation by the City Council, Client may terminate this agreement upon thirty (30) days' notice. In such case, BDS shall be allowed to recover just and equitable compensation for any work completed in Client's fiscal year and Client shall not be liable for any further payment under the Service Agreement.

BDS certifies that it is not currently owned or operated by the government of the People's Republic of China and will not for the duration of the contract be owned or operated by the government of People's Republic of China.

Pursuant to Idaho Code § 67-2346, BDS certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of goods or services from Israel or territories under its control.

**CITY COUNCIL
STAFF REPORT**

DATE: JANUARY 2, 2024

FROM: TODD FEUSIER, STREETS & ENGINEERING DIRECTOR

SUBJECT: APPROVAL OF CHANGE ORDER #1 FOR THE STREETS & ENGINEERING BUILDING REMODEL PROJECT

DECISION POINT: Should Council approve Change Order #1 to the Streets & Engineering Building Remodel Project Contract with Wood Boat Builders LLC, d/b/a Stancraft Construction Group?

HISTORY: Council approved the Streets & Engineering Building Remodel Project on October 3, 2023. Shortly thereafter, demolition began and the Project has progressed according to schedule.

FINANCIAL ANALYSIS: The total cost of the change order is \$55,005.19, with the funds coming from the current Streets & Engineering Building Remodel budget.

PERFORMANCE ANALYSIS: The change includes unforeseen items that surfaced as demolition began such as restroom fixtures that could not be retained and reused. Additional exterior concrete work was determined once the area for the vestibule was excavated. An itemized listing is attached. The changes also will result in an increase in the Contract time of ten (10) days, with substantial completion expected by May 8, 2024.

RECOMMENDATION: Council should approve Change Order #1 in the amount of \$55,005.19 to the contract with Wood Boat Builders LLC, d/b/a Stancraft Construction Group.

RESOLUTION NO. 24-002

A RESOLUTION OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO, APPROVING CHANGE ORDER #1 TO THE CONTRACT WITH WOOD BOAT BUILDERS LLC, D/B/A STANCRAFT CONSTRUCTION GROUP, RELATED TO THE STREETS AND ENGINEERING BUILDING REMODEL PROJECT, IN THE AMOUNT OF \$55,005.19.

WHEREAS, pursuant to Resolution No. 23-074, adopted the 3rd day of October, 2023, the City of Coeur d’Alene entered into a contract with Wood Boat Builders LLC, d/b/a Stancraft Construction Group, for the Streets & Engineering Building Remodel Project; and

WHEREAS, the Streets and Engineering Director is requesting approval of Change Order #1 to the Contract with Wood Boat Builders LLC, d/b/a Stancraft Construction Group, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference, to provide for additional work which was discovered after demolition began on the project, including replacement of bathroom fixtures, and additional interior work and exterior concrete work in the vestibule area; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d’Alene and the citizens thereof that such Change Order be approved.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d’Alene that the City hereby approves Change Order #1 to the Contract with Wood Boat Builders LLC, d/b/a Stancraft Construction Group, pursuant to the Change Order attached hereto as Exhibit “A” and by this reference incorporated herein.

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

DATED this 2nd day of January, 2024.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MCEVERS	Voted	Aye
COUNCIL MEMBER MILLER	Voted	Aye
COUNCIL MEMBER GOOKIN	Voted	Aye
COUNCIL MEMBER EVANS	Voted	Aye
COUNCIL MEMBER ENGLISH	Voted	Aye
COUNCIL MEMBER WOOD	Voted	Aye

Motion carried.



AIA® Document G701® – 2017

Change Order

PROJECT: <i>(Name and address)</i> City of Coeur d'Alene, Idaho Streets & Engineering Building Remodel Coeur d'Alene, ID	CONTRACT INFORMATION: Contract For: General Construction Date: October 3, 2023	CHANGE ORDER INFORMATION: Change Order Number: 1 Date: December 18, 2023
OWNER: <i>(Name and address)</i> City of Coeur d'Alene, Idaho 710 E. Mullan Avenue Coeur d'Alene, ID 83814	ARCHITECT: <i>(Name and address)</i> Design West Architects 905 W. Riverside Ave., Suite 605 Spokane, WA 99201	CONTRACTOR: <i>(Name and address)</i> Wood Boat Builders LLC dba Standcraft Construction Group 2936 W. Dakota Avenue Hayden, ID 83835

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

PR #1 - Exterior Concrete Work	\$14,181.92
PR #2 - Women's Restroom Fixtures	\$ 8,277.64
PR #4 - Garage Conduit Relocation	\$ 3,310.78
COP #4 - Additional Interior Work	\$29,234.85

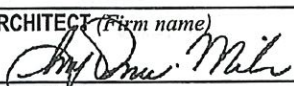
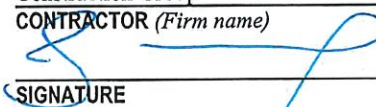
Total Change Order 001: \$55,005.19

The original Contract Sum was	\$	1,036,987.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	1,036,987.00
The Contract Sum will be increased by this Change Order in the amount of	\$	55,005.19
The new Contract Sum including this Change Order will be	\$	1,091,992.19

The Contract Time will be increased by ten (10) days.
The new date of Substantial Completion will be May 8; ~~2023~~ **May 8, 2024**

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Design West Architects	Wood Boat Builders LLC dba Stancraft Construction Group	City of Coeur d'Alene, Idaho
_____ ARCHITECT <i>(Firm name)</i>	_____ CONTRACTOR <i>(Firm name)</i>	_____ OWNER <i>(Firm name)</i>
 _____ SIGNATURE	 _____ SIGNATURE	_____ SIGNATURE
Amy Browne-Minden, AIA Principal _____ PRINTED NAME AND TITLE	_____ PRINTED NAME AND TITLE	_____ PRINTED NAME AND TITLE
December 18, 2023 _____ DATE	12-27-23 _____ DATE	_____ DATE

CHANGE ORDER PROPOSAL



COP #: 001
REV #:
FROM: StanCraft Construction Group
JOB #:
TO: CDA Streets and Engineering
ATTN: Todd Fusier
PROJECT: CDA S&E Remodel
TITLE: Vestibule Foundation & Slab
DATE:
DESCRIPTION: Provide all materials and labor to install Vestibule foundation and slab

COST CODE	ITEM	DESCRIPTION	QTY	UNIT	UNIT RATES			SUBTOTAL			TOTAL
					DIRECT LABOR	DIRECT MATERIAL	SUB	DIRECT LABOR	DIRECT MATERIAL	SUB	
	1	Labor						9,360.00	-	-	9,360.00
	2	Concrete (short load charges)						-	1,985.00	-	1,985.00
	3	Rebar						-	396.00	-	442.00
	4	Epoxy						-	71.00	-	71.00
	5	Misc. Materials						-	184.00	-	286.00
	6	Rigid foam						-	320.00	-	320.00
	7	15 mil Vapor Barrier						-	301.00	-	301.00
	8							-	-	-	-
	9							-	-	-	-
	10							-	-	-	-
	11	Subtotal						9,360.00	3,257.00	-	12,765.00
01-110	12	G.C. Overhead & Profit 10%									\$ 1,276.50
	13	Subtotal									\$ 14,041.50
01-112	14	Liability Insurance								1.00%	\$ 140.42
	15										
	16	TOTAL									\$ 14,181.92

REQUESTED ADDITIONAL TIME FOR COMPLETION OF THIS WORK:
 0 Calendar days
 0 Work Days

Prior Contract Sum \$1,036,987
 Contract Sum Change Order \$14,181.92
New Contract Sum Including Change Order \$1,051,168.92

This change order proposal only includes the direct cost of performing the changed scope. It excludes any cost or time for impacts, inefficiencies or delays including but not limited to costs for extended general requirements and supervision and the rights to such are expressly reserved.

StanCraft Construction Group (SCCG) does not provide professional design services, and nothing herein shall be construed as professional advice or design services. Owner is solely responsible for ensuring that the changes herein are reviewed and approved by a design professional and agrees that SCCG shall have no liability whatsoever for claims arising out of or related to design and professional services.

Reviewed By:
 StanCraft Construction Group
 Client

Signature
Roy Aeschlimann
Date
 10-26-23

Owner's Directive:
 Proceed with this change.
 Revise and Resubmit.
 Do not proceed with this change.

CHANGE ORDER PROPOSAL

COP #: 3
 REV #:
 FROM: StanCraft Construction Group
 JOB #: 23-121
 TO: Amy Minden-Brown
 ATTN: Todd Fusier
 PROJECT: CDA S&E
 TITLE: Womens RR Fixtures
 DATE: 11/9/2023
 DESCRIPTION: Please see below cost break out at the customers request.



COST CODE	ITEM	DESCRIPTION	QTY	UNIT	UNIT RATES			SUBTOTAL			TOTAL
					DIRECT LABOR	DIRECT MATERIAL	SUB	DIRECT LABOR	DIRECT MATERIAL	SUB	
22-111	1	New plumbing fixtures						720.00	2,239.00	-	2,959.00
06-112	2	New casework						367.20	1,106.52	-	1,473.72
13-112	3	Specialties (Grab bars)						-	612.00	-	612.00
	4	Labor to install Grab Bars						145.00	-	-	145.00
	5	Wilsonart wet wall						550.80	1,709.82	-	2,260.62
	6							-	-	-	-
	7							-	-	-	-
	8							-	-	-	-
	9							-	-	-	-
	10							-	-	-	-
	11	Subtotal						1,783.00	5,667.34	-	7,450.34
01-110	12	G.C. Overhead & Profit 10%									\$ 745.34
	13	Subtotal									\$ 8,195.68
01-112	14	Liability Insurance								1.00%	\$ 81.96
	15										
	16	TOTAL									\$ 8,277.64

REQUESTED ADDITIONAL TIME FOR COMPLETION OF THIS WORK: 0 Calendar days
 0 Work Days

Prior Contract Sum 1,054,479.70
 Contract Sum Change Order 8,277.64
 New Contract Sum Including Change Order 1,062,757.34

This change order proposal only includes the direct cost of performing the changed scope. It excludes any cost or time for impacts, inefficiencies or delays including but not limited to costs for extended general requirements and supervision and the rights to such are expressly reserved.

StanCraft Construction Group (SCCG) does not provide professional design services, and nothing herein shall be construed as professional advice or design services. Owner is solely responsible for ensuring that the changes herein are reviewed and approved by a design professional and agrees that SCCG shall have no liability whatsoever for claims arising out of or related to design and professional services.

Reviewed By: StanCraft Construction Group
 Signature: Roy Aeschlimann
 Date: 11-9-23
 Client: _____

Owner's Directive:
 Proceed with this change.
 Revise and Resubmit.
 Do not proceed with this change.

CHANGE ORDER PROPOSAL

COP #: 2
 REV #:
 FROM: StanCraft Construction Group
 JOB #: 23-121
 TO: Amy Minden-Brown
 ATTN: Tood Fusier
 PROJECT: CDA S&E
 TITLE: Conduit Relocation
 DATE: 11/6/2023
 DESCRIPTION: Conduits need to be moved at grid lin E and between 5 and 6. Nether A3.21 nor ED 1.02 demo plans show Conduit to be relocated.



COST CODE	ITEM	DESCRIPTION	QTY	UNIT	UNIT RATES			SUBTOTAL			TOTAL
					DIRECT LABOR	DIRECT MATERIAL	SUB	DIRECT LABOR	DIRECT MATERIAL	SUB	
26-111	1	Conduit Relocation					2,980.00	-	-	2,980.00	2,980.00
	2							-	-	-	-
	3							-	-	-	-
	4							-	-	-	-
	5							-	-	-	-
	6							-	-	-	-
	7							-	-	-	-
	8							-	-	-	-
	9							-	-	-	-
	10							-	-	-	-
	11	Subtotal						-	-	2,980.00	2,980.00
01-110	12	G.C. Overhead & Profit 10%									\$ 298.00
	13	Subtotal									\$ 3,278.00
01-112	14	Liability Insurance								1.00%	\$ 32.78
	15										
	16	TOTAL									\$ 3,310.78

REQUESTED ADDITIONAL TIME FOR COMPLETION OF THIS WORK: 0 Calendar days
 0 Work Days

Prior Contract Sum \$1,051,168.92
 Contract Sum Change Order \$ 3,310.78
 New Contract Sum Including Change Order \$1,054,479.70

This change order proposal only includes the direct cost of performing the changed scope. It excludes any cost or time for impacts, inefficiencies or delays including but not limited to costs for extended general requirements and supervision and the rights to such are expressly reserved.

StanCraft Construction Group (SCCG) does not provide professional design services, and nothing herein shall be construed as professional advice or design services. Owner is solely responsible for ensuring that the changes herein are reviewed and approved by a design professional and agrees that SCCG shall have no liability whatsoever for claims arising out of or related to design and professional services.

Reviewed By: StanCraft Construction Group
 Signature: _____
 Date: 11-6-23

Owner's Directive:
 Proceed with this change.
 Revise and Resubmit.
 Do not proceed with this change.

CHANGE ORDER PROPOSAL

COP #: 4
 REV #:
 FROM: StanCraft Construction Group
 JOB #: 23-121
 TO: Amy Minden-Brown
 ATTN: Todd Fusier
 PROJECT: CDA S&E
 TITLE: Drywall/ Spray Foam
 DATE: 12/12/2023



DESCRIPTION: See below invoices for breakdown.

COST CODE	ITEM	DESCRIPTION	QTY	UNIT	UNIT RATES			SUBTOTAL			TOTAL
					DIRECT LABOR	DIRECT MATERIAL	SUB	DIRECT LABOR	DIRECT MATERIAL	SUB	
	1	Drywall, framing & insulation						-	10,462.00	-	10,462.00
	2	3" spray foam at grid line D						-	3,862.00	-	3,862.00
	3	Added glass size in door/ SCCG Labor						321.00	729.00	-	1,050.00
	4	Added walk off mat & 4-1/2" base						-	2,210.00	-	2,210.00
	5	Added saw cutting/demo						-	975.00	-	975.00
	6	Added ACT in mens locker room						-	2,419.00	-	2,419.00
	7	Added General Conditions						11,000.00	-	-	11,000.00
	8	FRP 2 deduct/ FRP 1 add						-	(1,014.00)	-	(1,014.00)
	9	shower partition deduct						-	(4,650.00)	-	(4,650.00)
	10								-	-	-
	11	Subtotal						11,321.00	14,993.00	-	26,314.00
01-110	12	G.C. Overhead & Profit									\$ 2,631.40
	13	Subtotal									\$ 28,945.40
01-112	14	Liability Insurance								1.00%	\$ 289.45
	15										
	16	TOTAL									\$ 29,234.85

ADDITIONAL TIME FOR COMPLETION OF THIS WORK: 10 Work Days

Prior Contract Sum \$1,062,757.34
 Contract Sum Change Order \$29,234.85
 New Contract Sum Including Change Order \$1,091,992.19

This change order proposal only includes the direct cost of performing the changed scope. It excludes any cost or time for impacts, inefficiencies or delays including but not limited to costs for extended general requirements and supervision and the rights to such are expressly reserved.

StanCraft Construction Group (SCCG) does not provide professional design services, and nothing herein shall be construed as professional advice or design services. Owner is solely responsible for ensuring that the changes herein are reviewed and approved by a design professional and agrees that SCCG shall have no liability whatsoever for claims arising out of or related to design and professional services.

Reviewed By: StanCraft Construction Group
 Client

Signature _____

Date _____

Owner's Directive:

Proceed with this change.
 Revise and Resubmit.
 Do not proceed with this change.

**CITY COUNCIL
STAFF REPORT**

DATE: **JANUARY 2, 2024**

FROM: **CAPTAIN DAVE HAGAR**

SUBJECT: **AUTHORIZATION TO APPLY FOR AND ACCEPT IF AWARDED A GRANT
FOR ALPR CAMERAS**

DECISION POINT: Should the City Council approve a request to allow the Coeur d’Alene Police Department to apply for a CY 2024 Edward Byrne Memorial Justice Grant (JAG) in the amount of \$35,000.00 and, if awarded, accept the grant for the purchase of two (2) Vigilant mobile ALPR (Automated License Plate Reader) camera systems and related equipment for marked patrol units?

HISTORY: The Department has used this form of technology since 2007 and have been awarded similar grants throughout the years. The hardware is still in use to this day, but we have used this type of equipment in a mobile function on our police vehicles since 2011. The Department has used this equipment for instances like stolen vehicles passing through area, homicide investigations, and other major incidents. This equipment has been invaluable in community caretaking and safety, such as locating missing people and dangerous offenders passing through the area. The equipment and software will continue to improve our regional agencies’ quick access to data in order to take appropriate action or assist in investigations at a later date.

FINANCIAL ANALYSIS: If the grant is awarded, all costs associated with this project will be paid for, causing no additional financial need in the current budget cycle. There is no match to this one-year grant. We will be asking to do a sole source procurement due to our established current system to allow the cameras to integrate into our existing structure and be more cost effective than going to a new vender for this project.

PERFORMANCE ANALYSIS: Allowing the Department to apply for, and if awarded, will increase ALPR reads and add to the value of our immediate criminal apprehension, criminal investigations and crime analysis. It will also aid in caretaking functions such as locating endangered persons and missing children. This may also aid in quality-of-life problems in the community such as abandoned vehicles and code enforcement violations.

DECISION POINT/RECOMMENDATION: Council should allow the Police Department to apply for a CY 2024 Edward Byrne Memorial Justice Grant (JAG) in the amount of \$35,000.00 and, if awarded to accept the grant to purchase two (2) Vigilant mobile ALPR (Automated License Plate Reader) camera systems and related equipment for marked patrol units.

RESOLUTION NO. 24-003

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE POLICE DEPARTMENT TO APPLY FOR A CY 2024 EDWARD BRYNE MEMORIAL JUSTICE ASSISTANCE GRANT IN THE AMOUNT OF \$35,000.00 AND, IF AWARDED, TO ACCEPT THE GRANT FOR THE PURCHASE OF TWO (2) VIGILANT MOBILE AUTOMATED LICENSE PLATE READER CAMERA SYSTEMS AND RELATED EQUIPMENT.

WHEREAS, it has been recommended by Lee White, Chief of Police, that the City of Coeur d'Alene authorize the Police Department to apply for a CY 2024 Edward Byrne Memorial Justice Grant (JAG) in the amount of \$35,000.00 and, if awarded, to accept the grant for the purchase of two (2) Vigilant mobile Automated License Plate Reader (ALPR) camera systems and related equipment for marked patrol units.

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to apply for and, if awarded, accept the CY 2024 Edward Byrne Memorial Justice Grant (JAG) in the amount of \$35,000.00.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the Police Department be, and hereby is, authorized to apply for a CY 2024 Edward Bryne Memorial Justice Assistance Award in the amount of \$35,000.00 and, if awarded, to accept the grant for the purchase of two (2) Vigilant Mobile Automated License Plate Reader Camera Systems and related equipment.

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

DATED this 2nd day of January, 2024.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER EVANS Voted Aye

COUNCIL MEMBER MILLER Voted Aye

COUNCIL MEMBER GOOKIN Voted Aye

COUNCIL MEMBER ENGLISH Voted Aye

COUNCIL MEMBER MCEVERS Voted Aye

COUNCIL MEMBER WOOD Voted Aye

Motion carried.

PUBLIC HEARINGS

**CITY COUNCIL
STAFF REPORT**

DATE: JANUARY 2, 2024

FROM: HILARY PATTERSON, COMMUNITY PLANNING DIRECTOR,
AND RANDY ADAMS, CITY ATTORNEY

SUBJECT: AMENDMENTS TO TITLE 14 DEVELOPMENT IMPACT FEE

DECISION POINT: Should the City Council adopt amendments to Title 14 of the Municipal Code, the Development Impact Fee Ordinance?

HISTORY: Development impact fees are collected in order to ensure that new development bears a proportionate share of the cost of system improvements required to accommodate new development. The City of Coeur d'Alene started collecting impact fees in 1993. The impact fees were last updated in 2004. The Development Impact Fee Ordinance (Title 14) was last updated in June 2023 to incorporate the collection of Kootenai County Emergency Medical Service System (KCEMSS) fees. No other changes were made to the ordinance at that time. The City has been working with a consultant team to update the impact fees and public hearings are scheduled for January 16 for adoption of the Capital Improvements Plan for Parks, Transportation, Police and Fire in support of the development impact fees, and adoption of the new fees, including adoption of the Development Impact Fee Study.

FINANCIAL AND PERFORMANCE ANALYSIS: Adoption of these amendments to the Ordinance will allow the City to adopt the Development Impact Fee Study and associated development impact fees at a later date, and allow fees to be collected. The City Council will adopt the new fees and they can be adjusted on an annual basis based on an escalation factor, such as the Engineering News Record (ENR). Adoption of this ordinance amendment does not set the fees. Those will be adopted at a later date.

The proposed amendments to Title 14 bring the Code into compliance with the Idaho Development Impact Fee Act, Title 67, Chapter 82, Idaho Code. They also remove outdated references to the old studies. The amendments clarify the exemptions to the development impact fees, how the fees will be collected, how the fees will be calculated, administration of the fees, the process for credits and reimbursements, and other procedures. The amendments make only grammatical modifications to the recent addition to the Code related to the KCEMSS impact fees (Chapter 14.17). Several grammatical amendments are also suggested throughout Title 14.

DECISION POINT/RECOMMENDATION: Council should adopt the amendments to the Development Impact Fee Ordinance (Title 14) to align with Idaho Code.

CODE AMENDMENT

Coeur d'Alene Municipal Code Title 14
Development Impact Fee Ordinance

It had to happen



Change is the only constant thing in life,
and that will never change.

Think about it...

imgflip.com

Joint Effort

- The Amendments presented to you tonight were developed through the joint efforts of:

- The Planning Department
- The Legal Department
- The Development Impact Fee Consultant

Our Process:



History

- The City's Development Impact Fee Ordinance was adopted in 1996.
- It was first amended in 2001, changing one defined term.
- It was then amended in 2003 (twice) and 2004, also to change, or add to, the defined terms.
- In 2004, it was also amended with respect to identifying the relevant Development Impact Fee Report.
- Finally, in 2023, it was amended to add Chapter 17, allowing for the collection of impact fees for KCEMSS.
- No other amendments have been made to the City Ordinance.

State Law

- In contrast, the Idaho Development Impact Fee Act, Idaho Code § 67-8201 *et seq.*, was added in 1992.
- It has been amended six times with regard to defined terms;
- Three times with regard to Capital Improvement Plans, credits, and earmarking expenditures;
- Twice with regard to minimum standards, intergovernmental agreements, and the determination of proportionate share; and
- Once with regard to the procedures for imposing fees and refunds.

2024 Ordinance Amendments - Overview

- With the arrival of new Capital Improvement Plans and potential changes in the fees themselves, the City Attorney recommended doing a deep dive on the Ordinance as a whole.
- We wanted to make sure our Ordinance complied with the current State law.
- We also wanted to eliminate unneeded definitions and add needed definitions.
- I personally wanted to clean up some capitalization and grammatical anomalies.

Significant Ordinance Amendments, p. 1

- References to the 1996 Development Impact Fee Report have been eliminated and now the Ordinance references the most current Impact Fee Report.
- Definitions have been changed and added to track State definitions more accurately.
- Exemptions now follow the State exemptions. Also, exemptions will be determined by the Building Official instead of the City Treasurer.
- Development Subareas have been eliminated as the Quadrant system will no longer be used.

Significant Ordinance Amendments, p. 2

- Individual assessment will also be handled by the Building Official instead of the City Treasurer. Appeals will still go to Council.
- The Proportionate Share Determination is more consistent with State law.
- Credits were amended to match State law.
- Added that a fee payer can pay under protest, as provided by State law.

Summary

- State law has changed several times over the last 27 years since the City's Ordinance was adopted.
- This generally means we had to add more detail and use uniform terminology in the Ordinance.
- The Amendments will make the Ordinance easier to understand and easier to apply.
- And they help with the City Attorney's obsession regarding proper grammar and format.

QUESTIONS?

?

ORDINANCE NO. _____
COUNCIL BILL NO. 24-1000

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF COEUR D'ALENE MUNICIPAL CODE TITLE 14, DEVELOPMENT IMPACT FEE; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

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 amendment 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 Title 14, Development Impact Fee, be amended as follows:*

CHAPTER 14.01
TITLE, PURPOSE AND DEFINITIONS

SECTION:

14.01.010: Title and Purpose

14.01.020: Definitions

14.01.010: TITLE AND PURPOSE:

The provisions of this ~~¶~~Title shall be known as the CITY OF COEUR D'ALENE DEVELOPMENT IMPACT FEE ORDINANCE. The purpose of these regulations is to prescribe the procedure whereby developers of land shall pay a Proportionate Share of the cost~~an impact fee as set forth in this title for the purpose~~ of providing ~~the new~~ Public ~~Facilities~~ and ~~s~~System ~~i~~Improvements needed to serve ~~future residents and users of such~~new growth and development. It is further the purpose of this ~~¶~~Title to:

A. Ensure that adequate Public ~~Facilities~~ are available to serve new growth and ~~d~~Development;

B. Promote orderly growth and development by establishing uniform standards by which the ~~e~~City may require that those who benefit from new growth and ~~d~~Development pay a ~~p~~Proportionate ~~s~~Share of the cost of new ~~p~~Public ~~Facilities~~ needed to serve new growth and ~~d~~Development;

C. Ensure that those who benefit from new growth and development are required to pay no more than their ~~p~~Proportionate ~~s~~Share of the cost of ~~p~~Public ~~Facilities~~ needed to serve new growth and ~~d~~Development and to prevent duplicate and ad hoc ~~d~~Development requirements;

D. Establish the procedures and regulations for the Collection and expenditure of Development Impact Fees pursuant to the enabling powers granted by the provision of the Idaho Development Impact Fee Act, Title 67, Chapter 82, Idaho Code (the "Act");

E. Provide the legal and procedural basis for the implementation of Development Impact Fees within the area of city impact; and

F. Ensure that any capital improvement funded wholly or in part with Impact Fee revenue shall first be included in an approved Capital Improvements Plan that lists the Capital Improvements that may be funded with Impact Fee revenues as well as the estimated costs and timing for each improvement.

14.01.020: DEFINITIONS:

As used in this Title, the following words and terms shall have the following meanings, unless another meaning is plainly intended:

~~ADDENDUM A: The "Development Impact Fee Report" dated July 30, 1996, as amended by the report entitled "City Of Coeur d'Alene Development Impact Fee Report Update", dated February 23, 2004, along with all footnotes, exhibits, appendices, and other attachments referenced therein including, but not limited to, the city of Coeur d'Alene parks master plan, November 1994, all of which are by this reference incorporated herein as if set forth fully. A description of acceptable levels of service for system improvements is described in the report.~~

~~AFFORDABLE HOUSING: Housing affordable to families whose incomes do not exceed eighty percent (80%) of the median income for the service area or areas within the jurisdiction of the city of Coeur d'Alene.~~

BUILDING OFFICIAL: The duly appointed building official for the City of Coeur d'Alene.

BUILDING PERMIT: The permit required for new construction and additions pursuant to Coeur d'Alene Municipal Code ("Municipal Code") section § 15.08.010 of this code.

CAPITAL IMPROVEMENTS: Improvements with a useful life of ten (10) years or more, which by new construction or other action, which increase the service capacity of a public facility, or service improvement.

CAPITAL IMPROVEMENTS PLAN: A plan adopted and/or amended pursuant to the provisions of the development impact fee act, Idaho Code § 67-8208, that identifies Capital Improvements for which Development Impact Fees may be used as a funding source.

CITY: The City of Coeur d'Alene, a municipal corporation duly organized pursuant to the laws of the state of Idaho.

DEVELOPMENT: Any construction or installation of a building or structure, or any change in use of a building or structure, or any change in the use, character or appearance of land, which creates additional demand and need for Public Facilities or the subdivision of property that would permit any change in the use, character or appearance of land. Any manmade change to improved or unimproved real property, the use of any principal structure or land, or any other activity that requires issuance of a building permit, site development permit, or manufactured/mobile home permit, which creates additional demand and need for public facilities.

DEVELOPMENT APPROVAL: Any written, duly authorized document from the eCity which authorizes the commencement of a dDevelopment.

DEVELOPMENT IMPACT FEE OR IMPACT FEE: A payment of money imposed as a condition of dDevelopment aApproval to pay for a pProportionate sShare of the cost of sSystem iImprovements needed to serve dDevelopment. This term is also referred to as an iImpact fFee in this tTitle. The term does not include the following:

- A. A charge or fee to pay the administrative, plan review, or inspection costs associated with permits required for dDevelopment;
- B. Connection or hook up charges;
- C. ~~Availability~~ eCharges for drainage, sewer, water, or transportation charges for services provided directly to the dDevelopment; or
- D. Amounts collected from a developer in a transaction in which the eCity has incurred expenses in constructing eCapital iImprovements for the dDevelopment if the owner or developer has agreed to be financially responsible for the construction or installation of the eCapital iImprovements, unless a written agreement is made pursuant to ~~Idaho Code section § 67-8209(3); Idaho Code~~, for credit or reimbursement.

DEVELOPMENT REQUIREMENT: A requirement attached to a developmental approval or other governmental-City action approving or authorizing a particular dDevelopment pProject including, but not limited to, a rezoning, which requirement compels the payment, dedication, or contribution of goods, services, land, or money as a condition of approval.

~~DEVELOPMENT SUBAREAS MAP/SERVICE AREAS MAP/QUADRANT MAP: These terms are interchangeable. A map of development subareas in which impact fees are imposed. This map is contained in the "report" referred to as "quadrant map" and is incorporated by reference herein as if fully set out.~~

~~DEVELOPMENT SUBAREAS/SERVICE AREAS/QUADRANTS: Any defined geographic area identified by the city in the comprehensive plan including, but not limited to, the capital improvement plan, or intergovernmental agreement between the city and another governmental entity, in which specific public facilities provide service to development within the areas defined, on the basis of sound planning or engineering principles or both.~~

EXTRAORDINARY COSTS: Those costs incurred as a result of an eExtraordinary iImpact.

EXTRAORDINARY IMPACT: An impact which is reasonably determined by the eCity to:

- A. Result in the need for sSystem iImprovements, the cost of which will significantly exceed the sum of the dDevelopment iImpact fFees to be generated from the pProject or the sum agreed to be paid pursuant to a development agreement as allowed by ~~Idaho Code section § 67-8214(2); Idaho Code~~, or
- B. Result in the need for sSystem iImprovements related to new growth which are not identified in the eCapital iImprovements pPlan.
- C. Have an impact which results in a lower than acceptable HLevel of sService.

FEE PAYER: That person who pays or is required to pay a ~~d~~Development ~~i~~Impact ~~f~~Fee.

~~GROSS FLOOR AREA: The sum of the areas of the several floors of the building or structure, including areas used for human occupancy or required for the conduct of the business or use, as measured from the exterior faces of the walls. It does not include cellars, unenclosed porches, or attics when not used for human occupancy, nor any floor space in an accessory building, carport, or the main building intended or designed for the parking of motor vehicles in order to meet any city parking requirements, nor nonresidential facilities; arcades, porticoes, and similar open areas which are located at or near street level, which are accessible to the general public, and which are not designed or used as sales, display, storage, service, or production areas.~~

IMPACT FEE: See definition of Development Impact Fee.

~~LAND USE ASSUMPTIONS: A description of the service area and projections of land uses, densities, intensities, and population in the service area over at least a twenty (20) year period.~~

LEVEL OF SERVICE: A measure of the relationship between service capacity and service demand for ~~p~~Public ~~f~~Facilities.

MANUFACTURED/MOBILE HOME: A structure, constructed according to HUD/FHA mobile home construction and safety standards, transportable in one (1) or more sections, which, in the traveling mode, is eight feet (8') or more in width or is forty (40) body feet or more in length, or when erected on site, is three hundred twenty (320) or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein, except that such term shall include any structure which meets all the requirements of this definition except the size requirements and with respect to which the manufacturer voluntarily files a certification required by the secretary of housing and urban development and complies with the standards established under 42 USC 5401 et seq.

MODULAR BUILDING: Any building or building component, other than a ~~m~~Manufactured/~~m~~Mobile ~~h~~Home, which is constructed according to standards contained in the international building code, as adopted or any amendments thereto, which is of closed construction and is either entirely or substantially prefabricated or assembled at a place other than the building site.

PRESENT VALUE: The total current monetary value of past, present, or future payments, contributions, or dedications of goods, services, materials, construction, or money.

PROJECT: A particular ~~d~~Development on an identified parcel of land.

PROJECT IMPROVEMENTS: In contrast to ~~s~~System ~~i~~Improvements, ~~p~~Project ~~i~~Improvements are site improvements and facilities that are planned and designed to provide service for a particular ~~d~~Development ~~p~~Project and that are necessary for the use and the convenience of the occupants or users of the ~~p~~Project.

PROPORTIONATE SHARE: That portion of the cost of ~~s~~System ~~i~~Improvements determined pursuant to ~~section~~Idaho Code § -67-8207, ~~Idaho Code~~, which reasonably relates to the service demands and needs of the ~~p~~Project.

PUBLIC FACILITIES: Those types of improvements described in Idaho Code § 50-1703, including, but not limited to, the following:

- A. Water supply production, treatment, storage, and distribution facilities;
- B. Wastewater collection, treatment, and disposal facilities;
- C. Roads, streets, and bridges, including rights-of-way and nonvehicular trails, traffic signals, landscaping, and any local components of state or federal highways;
- D. Storm water collection, retention, detention, treatment, and disposal facilities, flood control facilities, and bank and shore protection and enhancement improvements;
- E. Parks, open space, and recreation areas, and related eCapital iImprovements; and
- F. Public safety facilities, including law enforcement, fire stations and apparatus, emergency medical and rescue, and street lighting facilities.

~~QUADRANT: See definition of Development Subareas/Service Areas/Quadrants.~~

~~QUADRANT MAP: See definition of Development Subareas Map/Service Areas Map/Quadrant Map.~~

RECREATIONAL VEHICLE: A vehicular type unit primarily designed as temporary quarters for recreational, camping, or travel use, which either has its own motive power or is mounted on or drawn by another vehicle.

~~REPORT: The most recently adopted "Development Impact Fee Report," dated July 30, 1996, as amended by "Development Impact Fee Report Update", dated February 23, 2004.~~

~~SERVICE AREA/SUBAREAS/QUADRANT: See definition of Development Subareas/Service Areas/Quadrants.~~

~~SERVICE AREA: Any defined geographic area identified by the City in the comprehensive plan including, but not limited to, the capital improvement plan, or intergovernmental agreement between the City and another governmental entity, in which specific Public Facilities provide service to Development within the areas defined, on the basis of sound planning or engineering principles or both.~~

SERVICE UNIT: A standardized measure of consumption, use, generation, or discharge attributable to an individual unit of dDevelopment calculated in accordance with generally accepted engineering or planning standards for a particular category of eCapital iImprovements.

SITE DEVELOPMENT PERMIT: The permit required by the planning department-City for construction, placement, and installation of, and additions to, mModular Buildings-structures and mManufactured/mMobile hHomes.

SYSTEM IMPROVEMENTS: In contrast to pProject iImprovements, mean-System Improvements are eCapital iImprovements to pPublic fFacilities which are designed to provide service to a sService aArea/subarea including, without limitation, the type of improvements described in section-Idaho Code § 50-1703, Idaho Code.

SYSTEM IMPROVEMENTS COSTS: Costs incurred for construction or reconstruction of ~~s~~System ~~i~~Improvements, including design, acquisition, engineering, and other costs attributable thereto, and also including, without limitation, the type of costs described in ~~section-Idaho Code § 50-1702(h), Idaho Code~~, to provide additional ~~p~~Public ~~f~~Facilities needed to service new growth and ~~d~~Development. For clarification, ~~s~~System ~~i~~Improvement costs do not include:

- A. Construction, acquisition, or expansion of ~~p~~Public ~~f~~Facilities other than ~~e~~Capital ~~i~~Improvements identified in the ~~e~~Capital ~~i~~Improvements ~~p~~Plan;
- B. Repair, operation, or maintenance of existing or new ~~e~~Capital ~~i~~Improvements;
- C. Upgrading, updating, expanding or replacing existing ~~e~~Capital ~~i~~Improvements to serve existing ~~d~~Development in order to meet stricter safety, efficiency, environmental, or regulatory standards;
- D. Upgrading, updating, expanding, or replacing existing ~~e~~Capital ~~i~~Improvements to provide better service to existing ~~d~~Development;
- E. Administrative and operating costs of the ~~e~~City unless such costs are attributable to ~~d~~Development of the ~~e~~Capital ~~i~~Improvements plan, as provided in ~~section-Idaho Code § 67-8208, Idaho Code~~; or
- F. Principal payments and interest or other finance charges on bonds or other indebtedness except financial obligations issued by or on behalf of the ~~e~~City to finance ~~e~~Capital ~~i~~Improvements identified in the ~~e~~Capital ~~i~~Improvements ~~p~~Plan.

UNIT(S) OF DEVELOPMENT: A quantifiable increment of ~~d~~Development activity measured in terms of dwelling units, or other appropriate measurements contained in the impact fee schedule incorporated in the "~~r~~Report".

CHAPTER 14.02 APPLICATION AND EXEMPTIONS

SECTION:

14.02.010: Application

14.02.020: Exemptions

14.02.010: APPLICATION:

~~A.~~—The provisions of this Title ~~shall apply~~establish uniformly standards applicable to those who benefit from new growth and ~~d~~Development except as may be provided ~~below in this Title~~.

14.02.020: EXEMPTIONS:

~~B~~A. The provisions of this Title shall not apply to the following:

1. Rebuilding the same amount of floor space of a structure which was destroyed by fire or other catastrophe, providing the structure is rebuilt and ready for occupancy within two (2) years of its destruction;

2. Remodeling or repairing a structure which does not increase the number of ~~s~~Service ~~u~~Units or the square footage of heated floor area;

3. Replacing a ~~residential unit~~structure, which does not increase the number of Service Units or the square footage of heated floor area;

4. ~~including a modular building or~~Replacing a ~~m~~Manufactured/~~m~~Mobile ~~h~~Home, with another residential unit on the same lot which does not increase the number of Service Units or the square footage of heated floor area; ~~provided that the number of service units does not increase;~~

4~~5~~. Placing a temporary construction trailer or office on a lot;

5. ~~Constructing an addition on a residential structure which does not increase the number of service units;~~

6. Adding uses that are typically accessory to residential uses, such as tennis courts or clubhouses, unless ~~it can be clearly demonstrated that~~ the use creates a significant impact on the capacity of ~~s~~System ~~i~~Improvements;

7. Upon demonstration by a ~~f~~Fee ~~p~~ayer ~~by through~~ documentation such as utility bills and tax records, to a ~~m~~Modular ~~b~~Building, ~~m~~Manufactured/~~m~~Mobile ~~h~~Home, or ~~r~~Recreational ~~v~~ehicle legally in place on the lot or space prior to the effective date of the Development Impact Fee Ordinance; or

8. ~~Upon demonstration by fee payer by documentation such as utility bills and tax records, to the installation of a modular building, manufactured/mobile home or recreational vehicle on that same lot or space for which a development impact fee has been paid previously, and as long as there is no increase in service units.~~

~~C~~B. An exemption must be claimed by the ~~f~~Fee ~~p~~ayer ~~upon at the time of~~ application for a ~~b~~Building ~~p~~ermit. Any exemption not so claimed shall be deemed waived by the ~~f~~Fee ~~p~~ayer.

~~C~~. Applications for exemption shall be submitted to and determined by the ~~City Treasurer~~Building Official, or ~~his or her duly designated agent~~designee, within ninety (90) days. Appeals of the ~~City Treasurer~~Building Official's, or ~~his or her duly designated agent's~~designee's, determination shall be made under the provisions of Chapter 14.11 of this Title.

CHAPTER 14.03 COLLECTION OF IMPACT FEES

SECTION: 14.03.010: Collection of Impact Fees

14.03.010: COLLECTION OF IMPACT FEES:

A. The ~~d~~Development ~~i~~mpact ~~f~~ee shall be paid and collected at the time of issuance of a ~~b~~Building ~~p~~ermit, a ~~s~~Site ~~d~~Development ~~p~~ermit, or a ~~m~~Manufactured/~~m~~Mobile ~~h~~Home installation/setting permit.

B. No ~~b~~Building ~~p~~Permit or other equivalent City approval shall be issued for ~~d~~Development as herein defined unless the ~~i~~Impact ~~f~~Fee is paid pursuant to this Chapter.

C. A ~~m~~Manufactured/~~m~~Mobile ~~h~~Home ~~unit~~ may not locate on a ~~m~~Manufactured/~~m~~Mobile ~~h~~Home site unless the ~~i~~Impact ~~f~~Fee is paid pursuant to this Chapter or has been paid on a previous ~~m~~Manufactured/~~m~~Mobile ~~h~~Home ~~unit~~ on the same site.

D. In the event payment is dishonored, the City ~~shall havemay seek~~ all lawful remedies including, but not ~~neccessarily~~ limited to, the withholding of utility services, the imposition of reasonable interest and penalties, the imposition of liens pursuant to ~~e~~Chapter 5, ~~t~~Title 45, Idaho Code, the withholding of other City approvals required for the ~~d~~Development of other properties owned by the ~~f~~Fee ~~p~~Payer, ~~and~~ the issuance of “stop work” orders, and the revocation or suspension of ~~the-any~~ ~~b~~Building ~~p~~Permit ~~issued for the property~~.

~~CHAPTER 14.04~~ ~~DEVELOPMENT SUBAREAS~~

~~SECTION: 14.04.010: Establishment Of Development Subareas~~

~~14.04.010: ESTABLISHMENT OF DEVELOPMENT SUBAREAS:~~

~~Development subareas are established as shown on Exhibit 2, "Quadrant Map", contained in the "Report".~~

~~—A. Such development subareas are established for circulation (streets) facilities to provide a nexus between developments paying the circulation fee and benefits received to ensure that those developments paying impact fees receive substantial benefit.~~

~~—B. The development potential of each subarea is contained in the "Report".~~

~~CHAPTER 14.054~~ ~~CAPITAL/SYSTEM IMPROVEMENT PROJECTS~~

~~SECTION: 14.054.010: Capital/System Improvement Projects~~

~~14.054.010: CAPITAL/SYSTEM IMPROVEMENT PROJECTS:~~

~~The ~~e~~Capital/~~s~~System ~~i~~Improvements ~~p~~Projects to be financed by the ~~i~~Impact ~~f~~Fees are those as listed in the “~~Report,~~” incorporated herein by reference along with all footnotes, exhibits, appendices, and other attachments referenced therein including, but not limited to, ~~the City of Coeur d’Alene Parksall~~ Master Plans, ~~adopted by the City which are November 1994, attached hereto as Addendum B and~~ incorporated herein by ~~this~~ reference.~~

CHAPTER 14.065
CALCULATION OF IMPACT FEES

SECTION: 14.065.010: Calculation of Impact Fees

14.065.010: CALCULATION OF IMPACT FEES:

A. Procedure: The City shall calculate the amount of the impact fee due for each building permit, site development permit, and manufactured/mobile home installation permit by the procedure set forth in the Report within thirty (30) days of submittal of complete permit plans for residential development and within sixty (60) days of submittal of complete permit plans for ~~commercial-non-residential~~ development.

B. Validity: The calculation of a development impact fee shall be in accordance with generally accepted accounting principles. A development impact fee shall not be deemed invalid because payment of the fee may result in an incidental benefit to owners or developers within the service area other than the person paying the fee.

C. Levels Of Service: A development impact fee shall be calculated on the basis of levels of service for public facilities adopted in this Title and in the Report that are applicable to existing development as well as new growth and development. The construction, improvement, expansion, or enlargement of new or existing public facilities for which a development impact fee is imposed must be attributable to the capacity demands generated by the new development.

D. Mixed Uses: If the development for which a building permit, site development permit, or manufactured/mobile home installation permit is sought contains a mix of uses, the impact fee will be calculated for each type of development.

E. Certification: Prior to making an application for a building permit, site development permit, manufactured/mobile home installation permit, a prospective applicant may request in writing a written certification of the development impact fee schedule or individual assessment for a particular project which shall establish the development impact fee for a period of one year from the date of certification. The certification shall include an explanation of the calculation of the impact fee including an explanation of public facilities considered under ~~section Idaho Code § 67-8207, Idaho Code~~. The certification shall specify the system improvement(s) for which the impact fee is intended to be used.

F. Individual Assessment: Individual assessment of impact fees is permitted in situations where the fee payer can demonstrate by clear and convincing evidence that the established impact fee is inappropriate.

1. ~~An individual assessments of development impact fees may be made-requested by application to the City Treasurer/Building Official, or his or her duly designated agent/designee, prior to receiving-submitting an application for a building permits, site development permits, manufactured/mobile home installation permits, or other necessary approvals from the City. The City Treasurer/Building Official, or his or her duly designated agent/designee, shall evaluate such-the application for an individual assessments under the guidelines provided for in subsectionparagraph F4 of this Section below. If the guidelines are met, the individual assessment shall be approved by the City Treasurer, or~~

~~his or her duly designated agent, and forwarded to the City Council within thirty (30) days of receiving such application.~~

2. Late applications for individual assessments may be submitted within thirty (30) days after the receipt of a ~~b~~Building ~~p~~Permit only if the ~~f~~Fee ~~p~~Payer makes a showing that the facts supporting such application were not known or discoverable prior to receipt of a ~~b~~Building ~~p~~Permit and that undue hardship would result if said application is not considered.

3. The ~~City Treasurer~~Building Official, or ~~his or her duly designated agent~~designee, shall render a written decision regarding the request for an individual assessment ~~and forward it to the City Council~~ within thirty (30) days of the date a complete application is submitted. The decision of the ~~City Treasurer~~Building Official, or ~~his or her duly designated agent~~designee, shall establish the ~~i~~Impact ~~f~~Fee for the ~~p~~Project in question for a period of one (1) year from the date said decision becomes final.

4. The ~~City Treasurer~~Building Official, or ~~his or her duly designated agent~~designee, shall evaluate an application for an individual assessment and may approve ~~the same~~a different Impact Fee if the f~~ee~~ ~~p~~Payer has shown by clear and convincing evidence that the ~~established i~~mpact f~~ee~~ established by this Chapter is inappropriate and that the following facts and conditions exist:

a. Exceptional or extraordinary circumstances or conditions apply to the ~~d~~Development that do not apply generally to other properties ~~in the subarea or~~ in the vicinity of the ~~d~~Development; and

b. An individual assessment is necessary for the reasonable and ~~acceptable~~fair ~~d~~Development of the property; and

c. The approval of the individual assessment will not be materially detrimental to the public welfare or injurious to property in the vicinity ~~in which~~of the ~~d~~Development ~~is located~~; and

d. The approval of the individual assessment will not adversely affect the Capital Improvements Plan of the City.

5. ~~The applicant may Appeals of the determination by the City Treasurer~~Building Official, or ~~his or her duly designated agent~~designee, ~~determination of on the application for an~~ individual assessment ~~shall be made to the City Council~~ by the filing of an appeal with the City Clerk within thirty (30) days of the date of mailing, ~~faxing~~, or personal delivery of written notice of the decision of the ~~City Treasurer~~Building Official, or ~~his or her duly designated agent~~designee. The appeal will be heard by the City Council, which shall make the F~~inal~~ determination ~~regarding individual assessments shall be made by the City Council on the application.~~

G. Determination Of Impact Fees and Trip Generation Rates ~~And Fees~~: The ~~i~~Impact ~~f~~Fees and trip generation rates (as determined by the latest edition of the Institute of Traffic Engineers' trip generation manual) are set forth in the Report, Addendum A. The City Council may set ~~forth~~ impact fees and trip generation rates by ~~r~~Resolution and modify the same by ~~r~~Resolution as allowed by law.

CHAPTER 14.076
GENERAL METHODOLOGY FOR CALCULATION

SECTION: 14.076.010: Calculation ~~O~~of Impact Fees

14.07.010: CALCULATION OF IMPACT FEES:

A. Fee Amount: The amount of the ~~i~~Impact ~~f~~Fee shall be calculated using the methodology contained in Addendum A to the Report.

B. Fee Limit: A ~~d~~Development ~~i~~Impact ~~f~~Fee shall not exceed ~~a~~the ~~p~~Proportionate ~~s~~Share of the cost of ~~s~~System ~~i~~Improvements determined in accordance with ~~section-Idaho Code § 67-8207, Idaho Code~~. Development ~~i~~Impact ~~f~~Fees shall be based on actual ~~s~~System ~~i~~Improvement ~~e~~Costs or reasonable estimates of such costs.

C. Payment Options: A developer shall have the right to elect to pay a ~~p~~Project's ~~p~~Proportionate ~~s~~Share of ~~s~~System ~~i~~Improvement costs by payment of ~~d~~Development ~~i~~Impact ~~f~~Fees according to the fee schedule as full and complete payment of the ~~d~~Development ~~p~~Project's ~~p~~Proportionate ~~s~~Share of ~~s~~System ~~i~~Improvement costs, except as provided in ~~section-Idaho Code § 67-8214(3), Idaho Code~~. The schedule of ~~d~~Development ~~i~~Impact ~~f~~Fees for various land users per unit of ~~d~~Development shall be as set forth in the ~~r~~Report, ~~table 1 entitled "Impact Fee Summary"~~.

D. Proportionate Share Determination:

1. All ~~d~~Development ~~i~~Impact ~~f~~Fees shall be based on a reasonable and fair formula or method under which the ~~d~~Development ~~i~~Impact ~~f~~Fee imposed does not exceed a ~~p~~Proportionate ~~s~~Share of the costs incurred or to be incurred by the ~~e~~City in the provision of ~~s~~System ~~i~~Improvements to serve the new ~~d~~Development. The ~~p~~Proportionate ~~s~~Share is the costs attributable to the new ~~D~~development after the ~~e~~City considers the following:

a. Any appropriate credit, offset or contribution of money, dedication of land, or construction of ~~s~~System ~~i~~Improvements;

b. Payments reasonably anticipated to be made by or as a result of a new ~~d~~Development in the form of user fees, and debt service payments; ~~or~~

c. That portion of general taxes and other revenue which are ~~dedicated for~~allocated to ~~s~~System ~~i~~Improvements for which ~~d~~Development ~~i~~Impact ~~f~~Fees would otherwise be imposed; and

~~ed~~. All other available sources of funding for such ~~s~~System ~~i~~Improvements.

2. In determining the ~~p~~Proportionate ~~s~~Share of the cost of ~~s~~System ~~i~~Improvements to be paid by the developer, the following factors shall be considered by the ~~e~~City and accounted for in the calculation of the fee:

a. The cost of existing ~~s~~System ~~i~~Improvements within the ~~s~~Service ~~a~~Area or areas;

- b. The means by which existing ~~s~~System ~~i~~Improvements have been financed;
- c. The extent to which the new ~~e~~Development will contribute to the cost of ~~s~~System ~~i~~Improvements through taxation, assessments, or developer or landowner contributions, or has previously contributed to the cost of ~~s~~System ~~i~~Improvements through developer or landowner contributions;
- d. The extent to which the new ~~e~~Development is required to contribute to the cost of existing ~~s~~System ~~i~~Improvements in the future;
- e. The extent to which the new ~~e~~Development should be credited for providing ~~s~~System ~~i~~Improvements, without charge, to other properties within the ~~s~~Service ~~a~~Area or areas;
- f. Extraordinary ~~e~~Costs, if any, incurred in serving the new ~~e~~Development;
- g. The time and price differential inherent in a fair comparison of fees paid at different times; and
- h. The availability of other sources of funding ~~s~~System ~~i~~Improvements including, but not limited to, user charges, general tax levies, intergovernmental transfers, and special taxation. The ~~e~~City shall develop a plan for alternative sources of revenue, which shall include, but not necessarily be limited to, ~~plans generated during inclusion in~~ the ~~e~~City's annual budget process, lobbying efforts, tax increment financing, implementation of user fees, and various forms of utility ~~feesies~~.

CHAPTER 14.087
ADMINISTRATION OF IMPACT FEES

SECTION:

14.087.010: Administration ~~O~~of Impact Fees

14.087.010: ADMINISTRATION OF IMPACT FEES:

A. Transfer Of Funds To City Treasurer: Upon receipt of ~~i~~Impact ~~f~~Fees, the City Treasurer, or ~~his or her designated agent designee~~, shall be responsible for ~~placement deposit~~ of such funds into separate accounts as hereinafter specified. All such ~~funds shall be deposited in accounts shall be~~ interest-bearing accounts, within the Capital Projects Fund, in a bank authorized to receive deposits of City funds. Interest earned by each account shall be credited to that account and shall be used solely for the purposes specified for ~~the~~ funds of such account.

B. Establishment And Maintenance Of Accounts: The City Treasurer, or ~~his or her designated agent designee~~, shall establish separate accounts and maintain records for each such account whereby ~~i~~Impact ~~f~~Fees collected can be segregated by subareas as previously defined.

C. Maintenance Of Records: The City Treasurer, or ~~his or her designated agent designee~~, shall maintain and keep accurate financial records for each ~~such~~ account that shall show the source and

disbursement of all revenues; ~~that shall~~ account for all moneys received; ~~that shall and~~ ensure that the disbursement of funds from each account shall be used solely and exclusively for the provision of ~~p~~Projects specified in the ~~e~~Capital ~~i~~Improvements ~~p~~Plan ~~for the particular development subarea; and that The City Treasurer~~ shall provide an annual accounting for each ~~i~~Impact ~~f~~Fee account showing the source and amount of all funds collected and the ~~p~~Projects that were funded.

D. Use Of Impact Fees: Development ~~i~~Impact ~~f~~Fees shall only be spent for the category of ~~s~~System ~~i~~Improvements for which the fees are collected ~~and either within or for the benefit of the service area in which the project is located.~~

E. Review And Modification: ~~Unless the City Council deems some other time period is appropriate, t~~The City shall, at least once every five (5) years commencing from the date of the ~~original~~ adoption of the ~~current~~ Capital Improvements Plan, ~~review the development potential of the subarea~~ and update the Capital Improvements Plan in accordance with the procedures set forth in Idaho Code ~~section~~§ 67-8206. The City may make any updates as are deemed necessary as a result of:

- 1.) ~~d~~Development occurring in the prior year;
- 2.) ~~e~~Capital ~~i~~Improvements actually constructed;
- 3.) ~~e~~Changing facility needs;
- 4.) ~~i~~Inflation;
- 5.) ~~r~~Revised cost estimates for ~~e~~Capital ~~i~~Improvements;
- 6.) ~~e~~Changes in the availability of other funding ~~p~~Projects; and
- 7.) ~~s~~Such other factors as may be relevant.

F. Capital Budget: The City shall annually adopt a capital budget.

G. Annual Report: As part of its annual audit process, the City shall prepare an annual report describing the amount of all ~~d~~Development ~~i~~Impact ~~f~~Fees collected, appropriated, or spent during the preceding year by category of ~~p~~Public ~~f~~Facility and ~~s~~Service ~~a~~Area.

H. Earmarking And Expenditure Of Fees: All other requirements of Idaho Code ~~section~~§ 67-8210, regarding earmarking and expenditure of collected ~~d~~Development ~~i~~Impact ~~f~~Fees, shall apply.

CHAPTER 14.098 CREDITS

SECTION:

14.098.010: Credits ~~A~~and Reimbursement

14.098.010: CREDITS AND REIMBURSEMENT:

A. In the calculation of ~~d~~Development ~~i~~Impact ~~f~~Fees for a particular ~~p~~Project, credit or reimbursement shall be given for the ~~p~~Present ~~v~~Value of any construction of ~~s~~System ~~i~~Improvements or contribution of money or dedication of land ~~or money~~ required by the City from a developer for ~~s~~System ~~i~~Improvements of the category for which the ~~d~~Development ~~i~~Impact ~~f~~Fee is being collected, including System Improvements paid for pursuant to a local improvement district. Credit or reimbursement shall not be given for ~~p~~Project ~~i~~Improvements.

B. A credit shall be issued in the case of a change of use if Development Impact Fees were paid for the prior uses.

C. A credit shall be issued in the case of a donation of land or improvements to a park that is included in the Capital Improvements Plan, provided the land or improvements are open for public use.

D. No credit shall be issued for rebuilding of a structure which has been demolished or damages unless the structure is rebuilt within two (2) years of the demolition or damage.

~~BE.~~ If a developer is required to construct, fund, or contribute ~~s~~System ~~i~~Improvements in excess of the ~~d~~Development ~~p~~Project's ~~p~~Proportionate ~~s~~Share of ~~s~~System ~~i~~Improvement costs, including System Improvements paid for pursuant to a local improvement district, the developer shall receive a credit on future ~~i~~Impact ~~f~~Fees or be reimbursed at the developer's choice for such excess construction, funding, or contribution from ~~d~~Development ~~i~~Impact ~~f~~Fees paid by future ~~d~~Development which impacts the ~~s~~System ~~i~~Improvements constructed, funded, or contributed by the developer(s) or the fee payer.

F. No credit will be allowed for a Project that triggers frontage improvements, even if the improvements are along a corridor included in the Capital Improvements Plan.

~~CG.~~ If credit or reimbursement is due to the developer pursuant to this ~~S~~section, the City shall enter into a written agreement, with the ~~f~~Fee ~~p~~Payer, negotiated in good faith, prior to the construction, funding, or contribution. The agreement shall provide for the amount of credit or the amount, time, and form of reimbursement.

~~DH.~~ No credits shall be given for the construction of local on-site facilities, structures, improvements, or other ~~p~~Project ~~i~~Improvements required by zoning, subdivision, or other City regulations unless the improvement is identified in the Report as a ~~s~~System ~~i~~Improvement.

~~EI.~~ Any person requesting ~~such~~ credit or reimbursement shall submit their request in writing on a form provided by the City and present documentation of costs or payments for facilities to the City Treasurer/Building Official, or his or her designated agent/assignee, for use in determining the amount of credit or reimbursement to be given. Requests for credit or reimbursement shall be submitted to the City Treasurer/Building Official, or his or her designated agent/assignee, prior to issuance of a ~~b~~Building ~~p~~Permit, ~~s~~Site ~~d~~Development ~~p~~Permit, or ~~m~~Manufactured/~~m~~Mobile ~~h~~Home installation permit. The determination shall be made no more than forty five (45) days after complete documentation is submitted to the City Treasurer/Building Official or his or her designated agent/assignee. Any appeal from such a determination by the City Treasurer/Building Official, or his or her designated agent/assignee, shall be pursuant to Chapter 14.11 of this Title.

J. In the calculation of Development Impact Fees for a particular Project, credit shall be given for the Present Value of all tax and user fee revenue generated by the developer within the Service Area where the Impact Fee is being assessed and used by the City for System Improvements of the category for which the Development Impact Fee is being collected. If the amount of credit exceeds the Proportionate Share for the particular Project, the developer shall receive a credit on future Impact Fees for the amount in excess of the Proportionate Share. The credit may be applied by the developer as an offset against future Impact Fees only in the Service Area where the credit was generated.

K. No credit shall be allowed for System Improvements which the developer agrees to construct in a Development or Annexation Agreement.

CHAPTER 14.~~1009~~ REFUNDS

SECTION:

14.~~1009~~.010: Refunds

14.~~1009~~.010: REFUNDS:

A. The current owner of record of property on which an ~~i~~Impact ~~f~~Fee has been paid may request a refund of such fee if:

1. Service is available but never provided;
2. The ~~p~~Project for which a ~~b~~Building ~~p~~Permit has been used has been lawfully altered resulting in a decrease in the amount of the ~~i~~Impact ~~f~~Fee due; or
3. The City, after collecting the fee when service is not available, has failed to appropriate and expend the collected ~~d~~Development ~~i~~Impact ~~f~~Fees pursuant to ~~section Idaho Code § 67-8210(4), Idaho Code; or-~~
4. A ~~b~~Building ~~p~~Permit or permit for installation of a ~~m~~Manufactured/~~m~~Mobile ~~h~~Home is denied or abandoned; ~~or~~

5. The Fee Payer pays a fee under protest and a subsequent review of the fee paid or the completion of an individual assessment determines that the fee paid exceeded the Proportionate Share to which the City was entitled to receive.

B. The request for refund must be in writing and submitted to the ~~City Treasurer~~Building Official, or ~~his or her duly designated agent~~designee, on a form provided by the City for such purpose. The owner shall provide such documentation as the ~~City Treasurer~~Building Official, or ~~his or her duly designated agent~~designee, may require to prove such satisfaction, reconveyance, or releases from contract sellers, mortgagees, lienholders, and/or others having an interest in the real property for which an ~~i~~Impact ~~f~~Fee has been paid.

C. A request for refund must be filed within the time allowed by law.

D. Within ninety (90) days of the date of receipt of a request for refund, the ~~City Treasurer~~Building Official, or ~~his or her duly designated agent~~designee, must provide the owner, in writing, with a decision on the refund request including the reasons for the decision. If a right to refund exists, the City is required to send a refund to the owner of record within ninety (90) days after it is determined that a refund is due. A refund shall include a refund of interest at one-half (1/2) the legal rate provided for in ~~section Idaho Code § 28-22-104, Idaho Code, from the date on which the fee was originally paid.~~

E. Any person entitled to a refund shall have standing to sue for a refund if there has not been a timely payment of a refund pursuant to subsection D of this section.

~~EF.~~ The ~~Owner~~ may appeal the determination of the ~~City Treasurer~~Building Official, or ~~his or her duly designated agent~~designee, to the City Council pursuant to the provisions in Chapter 14.11 of this Title.

CHAPTER 14.110 APPEALS

SECTION:

14.110.010: Appeals

14.110.010: APPEALS:

A. A developer or the ~~fee~~ p~~P~~ayer may appeal the written determination of the applicability and amount of the ~~d~~Development ~~i~~Impact ~~fee~~, or refund, or any discretionary action or inaction by, or on behalf of the City, to the City Council.

B. The developer or the ~~fee~~ p~~P~~ayer must file a notice of appeal ~~to the City Council~~ with the City Clerk within thirty (30) days following the written determination, or discretionary action or inaction. When filing an appeal, the ~~fee~~ p~~P~~ayer shall submit a letter providing a full explanation of the request, the reason for the appeal, as well as all supporting documentation.

C. The filing of an appeal shall not stay the required payment of the ~~i~~Impact ~~fee~~, however a ~~fee~~ p~~P~~ayer can pay a ~~d~~Development ~~i~~Impact ~~fee~~ under protest in order to obtain ~~d~~Development ~~a~~Approval or ~~a~~ b~~B~~uilding ~~p~~Permit.

D. Upon voluntary agreement by the ~~fee~~ p~~P~~ayer and the City, any disagreement related to the ~~i~~Impact ~~fee~~ for the proposed ~~d~~Development may be mediated by a qualified independent party.

1. Mediation may take place at any time during the appeals process and participation in mediation does not preclude the ~~fee~~ p~~P~~ayer from pursuing other remedies provided for in this Title.

2. Mediation costs shall be shared equally by the ~~fee~~ p~~P~~ayer and the City.

CHAPTER 14.121
EXTRAORDINARY IMPACTS

SECTION:

14.121.010: Extraordinary Impacts

14.121.010: EXTRAORDINARY IMPACTS:

A. In determining the ~~p~~Proportionate ~~s~~Share of the cost of ~~s~~System ~~i~~Improvements to be paid by the developer, the ~~City Treasurer~~Building Official, or ~~his or her~~ designee, shall consider whether any ~~e~~Extraordinary ~~e~~Costs will be incurred in serving the ~~d~~Development based upon an ~~"e~~Extraordinary ~~i~~Impact." ~~as defined in Section 14.01.020 of this Title.~~ This determination shall be made prior to issuance of any permit for ~~d~~Development and shall be paid prior to any such issuance except as may be provided pursuant to a private agreement between the parties as authorized by Idaho Code ~~see~~§ tion 67-8214.

B. If the ~~City Treasurer~~Building Official, or ~~his or her~~ designee, determines that the ~~d~~Development will result in an ~~e~~Extraordinary ~~i~~Impact, it shall advise the ~~f~~Fee ~~p~~Payer in writing what the ~~e~~Extraordinary ~~i~~Impact is, the reason for the ~~e~~Extraordinary ~~i~~Impact, and the estimated costs to be incurred as a result of the ~~e~~Extraordinary ~~i~~Impact.

C. Nothing in this Title shall obligate the City to approve any ~~d~~Development which results in ~~e~~Extraordinary ~~i~~Impact.

D. The ~~f~~Fee ~~p~~Payer may appeal the determination ~~of that~~ an ~~e~~Extraordinary ~~i~~Impact ~~exists~~ or the amount of ~~e~~Extraordinary ~~e~~Costs incurred ~~in writing~~ by filing a notice of appeal ~~in writing to the City Council~~ with the City Clerk ~~pursuant to the terms set forth in as provided in Municipal Code~~ See§ tion 14.11.010 ~~of this Title.~~ When filing an appeal, the ~~f~~Fee ~~p~~Payer shall submit a letter providing the reason for the appeal along with supporting documentation. The City Council shall consider the appeal and make a final determination within ninety (90) days of receipt of the written appeal.

CHAPTER 14.142
BONDING

SECTION:

14.142.010: Bonding

14.142.010: BONDING:

Funds pledged toward retirement of bonds, revenue certificates, or other obligations of indebtedness for ~~such any p~~Projects may include ~~i~~Impact ~~f~~Fees and other City revenues as may be allocated by the City Council.

CHAPTER 14.153

EFFECT OF IMPACT FEE ON ZONING AND SUBDIVISION REGULATIONS; IMPACT FEE AS ADDITIONAL AND SUPPLEMENTAL REQUIREMENT

SECTION:

14.153.010: Effect of Impact Fee ~~o~~On Zoning ~~A~~and Subdivision Regulations

14.153.020: Other Powers and Rights Not Affected

14.153.010: EFFECT OF IMPACT FEE ON ZONING AND SUBDIVISION REGULATIONS:

This Title shall not affect, in any manner, the permissible use of property, density of ~~d~~Development, design and improvement standards and requirements, or any other aspect of the ~~d~~Development of land or provision of ~~e~~Capital ~~i~~Improvements subject to the zoning and subdivision regulations or other regulations of the City, which shall be operative and remain in full force and effect without limitation with respect to all such ~~d~~Development.

14.153.020: OTHER POWERS AND RIGHTS NOT AFFECTED:

A. Nothing in this Title shall prevent the City from requiring a developer to construct reasonable ~~p~~Project ~~i~~Improvements in conjunction with a ~~d~~Development ~~p~~Project.

B. Nothing in this Title shall be construed to prevent or prohibit private agreements between property owners or developers, the Idaho Transportation Department, the City, and other governmental entities in regard to the construction or installation of ~~s~~System ~~i~~Improvements or providing for credits or reimbursements for ~~s~~System ~~i~~Improvement costs incurred by a developer, including interproject transfers of credits or providing for reimbursement for ~~p~~Project ~~i~~Improvements which are used or shared by more than one ~~d~~Development ~~p~~Project. ~~If it can be shown that~~ a proposed ~~d~~Development has a direct impact on a ~~p~~Public ~~f~~Facility under the jurisdiction of the Idaho Transportation Department, ~~then~~ the agreement shall include a provision for the allocation of ~~i~~Impact ~~f~~Fees collected from the developer for the improvement of the ~~p~~Public ~~f~~Facility by the Idaho Transportation Department.

~~C. Nothing in this Title shall obligate the City to approve development which results in an extraordinary impact. Extraordinary impacts shall be determined and processed pursuant to Chapter 14.12 of this Title.~~

~~D~~C. Nothing in this Title shall obligate the City to approve a ~~d~~Development request which may reasonably be expected to reduce levels of service below minimum acceptable levels established in the Development Impact Fee Ordinance. To this end, the City may impose a ~~d~~Development ~~i~~Impact ~~f~~Fee for ~~s~~System ~~i~~Improvement costs incurred subsequent to adoption of the Ordinance to the extent that new growth and ~~d~~Development will be served by the ~~s~~System ~~i~~Improvements.

~~E~~D. Nothing in this Title shall be construed to create any additional right to develop real property or diminish the power of the City in regulating the orderly ~~d~~Development of real property.

~~F~~E. Nothing in this Title shall work to limit the use by the City of the power of eminent domain or ~~to~~ supersede or conflict with requirements or procedures authorized in the Idaho Code for local improvement districts or general obligation bond issues.

~~GE~~. Nothing herein shall restrict or diminish the power of the City to annex property into its territorial boundaries or exclude property from its territorial boundaries upon request of a developer or owner, or to impose reasonable conditions thereon, including the recovery of ~~p~~Project or ~~s~~System ~~i~~Improvement costs required as a result of such voluntary annexation.

CHAPTER 14.1~~64~~
SEVERABILITY

SECTION:

14.1~~64~~.010: Severability

14.1~~64~~.010: SEVERABILITY:

The provisions of this Title are hereby declared to be severable and if any provision ~~of the Title~~ or the application of such provision to any person or circumstance is declared invalid for any reason, such declaration shall not affect the validity of remaining portions of this Title.

CHAPTER 14.17
KOOTENAI COUNTY EMERGENCY MEDICAL SERVICE SYSTEM DEVELOPMENT
IMPACT FEES

SECTION:

14.17.010: Authority

14.17.020: Purpose And Applicability

14.17.030: Definitions

14.17.040: Imposition Of KCEMSS Impact Fee

14.17.050: Exemptions

14.17.060: Individual Assessment

14.17.070: Extraordinary Impacts

14.17.080: Credits And Reimbursements

14.17.090: Payment Of Fees

14.17.100: Methodology For Calculating KCEMSS Impact Fees

14.17.110: Refunds

14.17.120: KCEMSS Accounting For Impact Fees

14.17.130: Appeals; Protests; Mediation

14.17.010: AUTHORITY:

This Chapter is enacted pursuant to the City's general police powers under Article XII, Section 2, Idaho Constitution, and the authority provided by the Idaho Development Impact Fee Act, Chapter 82, Title 67, Idaho Code.

14.17.020: PURPOSE AND APPLICABILITY:

A. Purpose. The purpose of this Chapter is to:

1. Assist with the implementation of the Kootenai County Emergency Medical Service System (“KCEMSS”) Capital Improvement Plan;
2. Ensure that new Development bears a proportionate share of the cost of System Improvements; ensure that such Proportionate Share does not exceed the cost of such System Improvements required to accommodate new Development; and to ensure that funds collected from new Development are used for System Improvements in accordance with the Act;
3. To be consistent with those principles for allocating a fair share of the cost of System Improvements to new Development, and for adopting development impact fee ordinances, established by the Act;
4. To ensure that any KCEMSS Impact Fees collected are deposited in the KCEMSS’s impact fee account, are not commingled with other monies, are used solely for the purpose for which they are collected.

B. Applicability. This Chapter applies to all Development of property located within the boundaries of the City.

14.17.030: DEFINITIONS: The following definitions apply to this Chapter.

ACT: The Idaho Development Impact Fee Act, Chapter 82, Title 67, Idaho Code.

APPLICANT: The person who pays or is required to pay a development impact fee, also known as the “fee payer.”

BOARD: The Joint Powers Board of KCEMSS.

BUILDING PERMIT: The permit required for foundations, new construction, and additions.

CITY: The City of Coeur d’Alene.

CAPITAL FACILITIES: All KCEMSS facilities, stations, apparatus, vehicles, and equipment which are identified in KCEMSS’s Capital Improvements Plan.

CAPITAL IMPROVEMENTS PLAN: The plan adopted by KCEMSS pursuant to this Chapter that identifies Capital Improvements for which development impact fees may be used as a funding source.

CAPITAL IMPROVEMENTS: Improvements with a useful life of ten (10) years or more, by new construction or other action, which increase the service capacity of a Public Facility.

DEVELOPMENT: Any construction or installation of a building or structure, or any change in use of a building or structure, or any change in the use, character or appearance of land, which creates additional demand and need for ~~p~~Public ~~f~~Facilities or the subdivision of property that would permit any change in the use, character or appearance of land. As used in this chapter, “Development” shall not include activities that would otherwise be subject to payment of the development impact fee if such activities are undertaken by a taxing district, as defined in Idaho Code § 63-201, or by an authorized public charter school, as defined in Idaho Code § 33-5202A, in the course of carrying

out its statutory responsibilities, unless the adopted impact fee ordinance expressly includes taxing districts or public charter schools as being subject to development impact fees.

EXTRAORDINARY IMPACT: An impact which is reasonably determined by KCEMSS to:

1. Result in the need for KCEMSS System Improvements, the cost of which will significantly exceed the sum of the development impact fees to be generated from the project or the sum agreed to be paid pursuant to a development agreement as allowed by Idaho Code § 67-8214(2); or
2. Result in the need for KCEMSS System Improvements which are not identified in the Capital Improvements Plan.

KCEMSS: The Kootenai County Emergency Medical Services System.

KCEMSS IMPACT FEE: The fee imposed as condition of Development to pay for a proportionate share of the costs of System Improvements needed to serve the Development. The term does not include the following:

1. A charge or fee to pay the administrative plan review, or inspection cost associated with permits required for Development;
2. Connection or hookup charges;
3. Availability charges for drainage, sewer, water, or transportation charges for services provided directly to the Development; or
4. Amounts collected from a developer in a transaction in which KCEMSS has incurred expenses in constructing Capital Improvements for the Development if the owner or developer has agreed to be financially responsible for the construction or installation of those Capital Improvements, unless a written agreement is made, pursuant to Idaho Code § 67-8209(3) as amended, for credit or reimbursement.

PROJECT IMPROVEMENTS: Site improvements and facilities that are planned and designed to provide service for a particular Development project and that are necessary for the use and convenience of the occupants or users of the project.

PUBLIC FACILITY: Includes the land, buildings, and equipment used for fire protection and emergency medical/rescue which have a useful life of ten (10) years or more.

SERVICE AREA: The area within the City in which specific Public Facilities provide KCEMSS services to Development within the areas defined, based on sound planning or engineering principles, or both. For purposes of this Chapter, there is one Service Area encompassing all the City.

SERVICE UNIT: A standardized measure of consumption, use, generation, or discharge attributable to an individual ~~u~~Unit of Development calculated in accordance with generally accepted engineering or planning standards for a particular category of Capital Improvements.

SYSTEM IMPROVEMENTS: Capital Improvements to ~~p~~Public ~~f~~Facilities designed to provide service to a Service Area including, without limitation, the type of improvements described in Idaho Code § 50-1703.

SYSTEM IMPROVEMENTS COSTS: The costs incurred for construction or reconstruction of System Improvements, including design, acquisition, engineering and other costs attributable thereto, and also including, without limitation, the type of costs described in Idaho Code § 50-1702(h), to provide additional Public Facilities needed to serve new growth and development. System Improvement Costs shall not include:

1. Construction, acquisition or expansion of Public Facilities other than Capital Improvements identified in the ~~e~~Capital ~~i~~Improvements ~~p~~Plan;
2. Repair, operation or maintenance of existing or new Capital Improvements;
3. Upgrading, updating, expanding or replacing existing Capital Improvements to serve existing development in order to meet stricter safety, efficiency, environmental or regulatory standards;
4. Upgrading, updating, expanding, or replacing existing Capital Improvements to provide better service to existing development;
5. Administrative and operating costs of the governmental entity unless such costs are attributable to development of the ~~e~~Capital ~~i~~Improvements ~~p~~Plan, as provided in Idaho Code § 67-8208; or
6. Principal payments and interest or other finance charges on bonds or other indebtedness except financial obligations issued by or on behalf of the governmental entity to finance Capital Improvements identified in the ~~e~~Capital ~~i~~Improvements ~~p~~Plan.

All other terms used in this Chapter which are defined in Idaho Code § 67-8203 shall have the definitions contained in that section.

14.17.040: IMPOSITION OF KCEMSS IMPACT FEE:

A. Imposition of KCEMSS Impact Fee. A KCEMSS Impact Fee is hereby assessed on all new Development in the City.

B. Calculation of Fee and Adoption of Fee Schedule. Unless an exemption is contained in this section, KCEMSS Impact Fees will be calculated in accordance with the fee schedule contained in the Capital Improvements Plan providing for standard fees based on the total number of dwelling units or square feet of nonresidential space in the Development Approval. The methodology for determining the cost per Service Unit provided for in the fee schedule must be set forth in the Capital Improvements Plan. The fee schedule will be adopted by resolution of the City Council and will be updated annually for inflation based on the Engineering News-Record Index.

1. If the City does not collect a City impact fee for a project, the City will not assess or collect the KCEMSS Impact Fee for that project.
2. A person may claim an exemption from the KCEMSS Impact Fee at the time a Building Permit or manufactured/mobile home installation application is filed, as provided

by § 14.17.050. Any exemption that is not requested at the time a permit or application is filed shall be deemed waived.

3. A person may request an individual assessment of the KCEMSS Impact Fee as provided in Section 14.17.060 in lieu of paying the impact fees contained in the fee schedule. The failure to request an individual assessment at the time a permit or application is filed shall constitute a waiver of an individual assessment.

4. If the City determines that the Development presents an Extraordinary Impact under § 14.17.070, the City will refer the application to KCEMSS for a determination of whether the Development also creates an Extraordinary Impact for KCEMSS. In that event, the KCEMSS Impact Fee will be established as provided in § 14.17.070.

5. A person may claim a credit as provided in § 14.17.080. A credit that is not claimed at the time of application filing is waived.

14.17.050: EXEMPTIONS:

A. Exemptions. The provisions of this Chapter do not apply to the following:

1. Rebuilding the same amount of floor space of a structure which is destroyed by fire or other catastrophe, provided the structure is rebuilt and ready for occupancy within two (2) years of its destruction;

2. Remodeling or repairing a structure which does not increase the number of Service Units;

3. Replacing a residential unit, including a manufactured/mobile home, with another residential unit on the same lot; Provided, that the number of Service Units does not increase;

4. Placing a temporary construction trailer or office on a lot;

5. Constructing an addition on a residential structure which does not increase the number of Service Units;

6. Adding uses that are typically accessory to residential uses, such as tennis court or a clubhouse, unless it can be clearly demonstrated that the use creates a significant impact on the capacity of System Improvements;

7. The installation of a modular building or manufactured/mobile home if it can be demonstrated by documentation such as utility bills and tax records that either:

a. A modular building or manufactured/mobile home was legally in place on the lot or space prior to the effective date of this Chapter; or

b. KCEMSS Impact Fees have been paid previously for the modular building or manufactured/mobile home on that same lot or space; or

8. Construction or Development by taxing districts as defined in Idaho Code § 63-201 and public charter schools as defined in Idaho Code § 33-502A are exempt from paying KCEMSS Impact Fees.

B. Claiming an Exemption. An exemption from the KCEMSS Impact Fee must be claimed when applying for a Building Permit or manufactured/mobile home installation permit. Any exemption not claimed at the time of application will be deemed waived. The City will deliver exemption applications to the KCEMSS which must determine if the Development is exempt within thirty (30) days of receipt.

14.17.060: INDIVIDUAL ASSESSMENT:

A. Requesting an Individual Assessment. In lieu of paying the KCEMSS Impact Fee pursuant to the adopted fee schedule, a person may file a request with the City, at the time of permit application, to determine the amount of the KCEMSS impact fee through an individual assessment process.

B. Required Information. An individual assessment requires a consideration of studies, data, and any other relevant information submitted by the Applicant in order to adjust the amount of the KCEMSS Impact Fee. If a person files a request for an individual assessment, the person shall be responsible for retaining, at the person's sole expense, a qualified professional to calculate an individual assessment that complies with the requirements of this Chapter. The information provided by the Applicant must establish that the resulting individual assessment complies with the requirements of this Chapter and that the resulting individual assessment is a more accurate measure of the Applicant's proportionate share of the cost of System Improvements. The analysis must be based on KCEMSS's adopted levels of service and the unit costs for System Improvements used in the Capital Improvement Plan, and use an average cost (not a marginal cost) methodology. All information upon which the calculated individual assessment is based must be provided to the City within thirty (30) days after filing the request for individual assessment.

C. Transmission to KCEMSS. Upon receipt of information supporting a request for individual assessment, the City will transmit the request and the information to KCEMSS for review. If supporting information is not received within thirty (30) days after the filing of the request of individual assessment, the request will be denied by the City and the fee from the fee schedule will be imposed.

D. Determination by KCEMSS. KCEMSS must issue a written decision within thirty (30) days following receipt of the request and information from the City unless the Applicant and KCEMSS agree to an extension. KCEMSS may accept or reject the calculated individualized assessment or accept the assessment in part based on KCEMSS's evaluation of whether the individual assessment is a more accurate measure of demand for System Improvements created by the proposed Development. KCEMSS shall provide its written determination to the Applicant and the City. The evaluation shall document the relevant methodologies and assumptions used by KCEMSS and include an explanation of the calculation of the KCEMSS Impact Fee, specify the System Improvement(s) for which the KCEMSS Impact Fee is intended to be used, and provide an explanation of those factors identified in Idaho Code § 67-8207.

E. Assessment of Individual Impact Fee. Upon receipt of the final determination from KCEMSS, the City will assess and collect the KCEMSS Impact Fee for the Development Approval using the fee set out in KCEMSS's final determination.

14.17.070: EXTRAORDINARY IMPACTS:

A. Initial Determination of Potential Extraordinary Impact. If the City determines that an Extraordinary Impact exists, the City will notify the Applicant and submit the application, along with the City's determination, to KCEMSS within seven (7) days after making its determination. KCEMSS must then review the application and determine whether the Development will create an Extraordinary Impact for KCEMSS. Unless the Applicant agrees to a longer time, KCEMSS must notify the Applicant and the City within thirty (30) days after KCEMSS's receipt of the application whether KCEMSS believes that the Development creates an Extraordinary Impact.

B. Establishment of Impact Fee if No Extraordinary Impact. If KCEMSS does not believe that the Development creates Extraordinary Impact, or if KCEMSS does not respond within the time allowed, the City will assess the KCEMSS Impact Fees calculated in accordance with the adopted fee schedule. If KCEMSS believes that the Development creates an Extraordinary Impact, KCEMSS must include in its notice a statement that the potential impacts of such Development Approval on System Improvements are not adequately addressed by the Capital Improvements Plan, and that a supplemental study, at the Applicant's expense, will be required.

C. Meeting with Applicant. Within thirty (30) days after KCEMSS's notice to the City and the Applicant that the Development application may create an Extraordinary Impact, KCEMSS must meet with the Applicant to discuss whether the Applicant wants to:

1. Pay for the supplemental study necessary to determine the System Improvements Costs related to the proposed Development Approval;
2. Modify the proposal to avoid generating Extraordinary Impact; or
3. Withdraw the application.

D. Additional Study. If the Applicant agrees to pay for a supplemental study required to document the proposed Development Approval's Proportionate Share of System Improvements Costs, then KCEMSS and the Applicant will jointly select a consultant to perform the study. The Applicant must agree to enter into a written agreement with the consultant to pay the costs of the study. The agreement must require that the supplemental study be completed within thirty (30) days from the date the agreement is executed unless the Applicant agrees to a longer time.

E. Results of Study. Once the study is completed, the Applicant may choose to:

1. Pay the Proportionate Share of System Improvements Costs documented by the supplemental study;
2. Modify the proposed Development to reduce such costs; or
3. Withdraw the application.

If the Applicant agrees to pay the System Improvements Costs documented in the supplemental study, the Applicant and KCEMSS will provide the City a signed written agreement indicating that both parties accept results of the supplemental study and agree to the amount of the KCEMSS Impact Fees to be assessed.

F. No ~~b~~Building ~~p~~Permit or other equivalent City approval shall be issued for Development unless the required impact fee is paid.

14.17.080: CREDITS AND REIMBURSEMENTS:

A. Credits. A credit or reimbursement may be claimed for the present value of any System Improvements constructed by the Applicant, or for the Present Value of any dedication of land or money required by KCEMSS towards a System Improvement of the category for which the KCEMSS Impact Fee is collected including System Improvements paid for by the Applicant as a part of a local improvement district. Credit will also be given for the present value of all tax and user fee revenue paid by the Applicant within the Service Area that was assessed and used by KCEMSS for System Improvements of the category for which the KCEMSS Impact Fee is collected. Alternatively, an Applicant may request a reimbursement of KCEMSS Impact Fees paid as provided by this Section.

B. Limitations. Credits or reimbursements against a KCEMSS Impact Fee will not be given for Project Improvements. Credits issued for one Capital Improvements Element may not be used to reduce the impact fee due for a different Capital Improvement.

C. Requesting a Credit or Reimbursement. To request a credit or reimbursement against a KCEMSS Impact Fee, an Applicant must submit a request to KCEMSS to negotiate an agreement concerning the amount of the credit or reimbursement as required by Idaho Code § 67-8209(4) prior to submitting a Building Permit application with the City. The request should provide sufficient detail to allow KCEMSS to determine whether a credit or reimbursement is warranted.

D. Evaluation and Agreement. After receipt of the written request for credit or reimbursement, KCEMSS must review the request and determine whether the land or System Improvements meet the requirements of this Section and Idaho Code § 67-8209. If a credit or reimbursement is due, KCEMSS and the Applicant will negotiate an agreement, in good faith, setting forth the amount of credit or reimbursement due the Applicant, the time and form of the credit or reimbursement, and a term not exceeding ten (10) years. KCEMSS must complete its review and determination of an application within thirty (30) days after receipt of an application for credit or reimbursement.

E. Valuation. Credit or reimbursement will be given for the present value of the land dedication or improvement as follows:

1. Credit for qualifying land dedications will, at the Applicant’s option, be valued at one hundred percent (100%) of the most recent assessed value for such land as shown in the records of the county assessor, or the fair market value established by a private appraiser acceptable to KCEMSS in an appraisal paid for by the Applicant.
2. Credit for qualifying acquisition or construction of System Improvements will be valued by KCEMSS at the present value of such improvements based on complete engineering drawings, specifications, and construction cost estimates submitted by the Applicant to KCEMSS. KCEMSS will determine the amount of credit due based on the information submitted, or, if it determines that such information is inaccurate or unreliable, then on alternative engineering or construction costs acceptable to KCEMSS as a more accurate measure of the value of the offered System Improvements to KCEMSS.

F. Credits Exceeding Fee Amounts Due. If the credit due to an Applicant exceeds the KCEMSS Impact Fee that would otherwise be due from the Applicant pursuant to this Chapter, the Applicant may choose to receive such credit in the form of either:

1. A credit against future KCEMSS Impact Fees for the same category of System Improvements; or
2. A reimbursement from KCEMSS Impact Fees paid by future Development that impacts the System Improvements contributed or dedicated by the Applicant.

G. Final Determination of Credit and Payment of Reimbursement. KCEMSS's determination of whether a credit or reimbursement is due is final, and KCEMSS is solely responsible for the determination and payment of any reimbursement to the Applicant.

14.17.090: PAYMENT OF FEES:

A. Payment of Impact Fee. The KCEMSS Impact Fees assessed by this Chapter will be paid to the City at the times listed in Coeur d'Alene Municipal Code § 14.03.010. The KCEMSS Impact Fees will be calculated by the City based on the Fee Schedule in effect at the time the application is submitted.

B. Transfer of Collected Fees to KCEMSS. All KCEMSS Impact Fees collected by the City will be transferred to KCEMSS monthly.

C. Certification of Amount. After the KCEMSS Impact Fees for a proposed Development have been calculated as authorized by this Chapter, the Applicant may request that the City or KCEMSS, whichever calculated the fee, provide a certification of the amount of KCEMSS Impact Fees for that Development. Within thirty (30) days after receiving such request, the City or KCEMSS, whichever calculated the fee, will issue a written certification to the Applicant of the amount of the KCEMSS Impact Fees due for the Development. The certification will be binding so long as there is no material change to the Development or to the adopted impact fee schedule prior to the issuance of permits. The certification must include an explanation of the calculation of the KCEMSS Impact Fees, including an explanation of factors considered under Idaho Code § 67-8207, and specify the System Improvement(s) for which the KCEMSS Impact Fees are intended to be used.

D. Payment Under Protest. Development ~~a~~Approval will not be granted until the required KCEMSS Impact Fees have been paid. The Applicant may elect to pay the fees under protest and seek a refund from KCEMSS.

14.17.100: METHODOLOGY FOR CALCULATING KCEMSS IMPACT FEES:

KCEMSS Impact Fees must be based on a study, prepared by KCEMSS in accordance with generally accepted accounting principles and meeting the requirements of Idaho Code § 67-8207, and the Capital Improvement Plan prepared by KCEMSS meeting the requirements of Idaho Code § 67-8208.

14.17.110: REFUNDS:

KCEMSS must refund KCEMSS Impact Fees to the Applicant, or their successor in interest, within ninety (90) days of a request by the Applicant, or their successor in interest, for a refund if a refund is required under Idaho Code § 67-8211. The refund must include interest as provided in Idaho Code § 67-8211(3).

14.17.120: KCEMSS ACCOUNTING FOR IMPACT FEES:

- A. Trust Account. Prior to the City transferring Impact Fees to KCEMSS, KCEMSS must establish a trust account, meeting the requirements of Idaho Code § 67-8210(1). Upon confirmation that KCEMSS has established the necessary trust account, the City will begin remitting Impact Fees to KCEMSS. KCEMSS must maintain an impact fee trust account while the City is collecting impact fees on its behalf.
- B. Expenditures. All expenditures of Impact Fees by KCEMSS must be in accordance with Idaho Code § 67-8210.
- C. Annual Capital Budget. KCEMSS must annually adopt a capital budget.
- D. Review and Modification of Capital Improvement Plans. KCEMSS will update and revise its Capital Improvement Plan as required by Idaho Code § 67-8208(2).
- E. Audit. KCEMSS must, as part of its annual audit process, prepare an annual report meeting the requirements of Idaho Code § 67-8210(3). A copy of the report must be provided to the City.

14.17.130: APPEALS; PROTESTS; MEDIATION:

- A. Filing an Appeal. Any Applicant that is required to pay a KCEMSS Impact Fee, or who claims a right to receive a refund, reimbursement, exemption, or credit under this Chapter, and who is dissatisfied with a decision made either by the City or by KCEMSS, may appeal such decision by filing a written notice of appeal with KCEMSS within thirty (30) days after the date of the relevant decision, or the date on which the Applicant submitted a payment of the KCEMSS Impact Fee under protest, whichever is later. The appeal request must include a statement describing why the Applicant believes that the appealed decision was in error, together with copies of any documents that the Applicant believes support the claim. A copy of the appeal must also be provided to the City at the time of filing the appeal.
- B. Evaluation of Appeal. The Board must hear the appeal at a properly noticed hearing of the Board within sixty (60) days after receipt of a written notice of appeal. The Applicant may attend and present evidence relevant to the appeal. The City and KCEMSS may also attend and present evidence. The Applicant has the burden of establishing that the decision was in error. The criteria to be used by the Board in considering the appeal shall be:
 1. Whether the decision or interpretation made by the City or KCEMSS, or the alternative decision or interpretation offered by the Applicant, more accurately reflects the intent of this Chapter that new Development in the City pay its proportionate share of the costs of System Improvements to KCEMSS facilities; and
 2. Whether this Chapter has been correctly applied.

The Board must issue a decision upholding, reversing, or modifying the decision being appealed within thirty (30) days after hearing the appeal. The decision of the Board is the final decision on the matter and the City will be bound by the decision regarding the amount of impact fees to be paid.

- C. Mediation. The Applicant and KCEMSS may elect to mediate any disagreement related to the payment of KCEMSS Impact Fees by a qualified independent mediator. The mediation may take place at any time during the appeal process and the costs will be split equally between the

Applicant and KCEMSS. The City may participate in the mediation and will be bound by any agreement reached at mediation regarding the amount of impact fees to be paid.

SECTION 3. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 4. 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 . After its passage and adoption, a summary of this Ordinance, pursuant to 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 this 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 an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on January 2, 2024.

APPROVED, ADOPTED and SIGNED this 2nd day of January, 2024.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Amending Title 14, Development Impact Fee, of the City Code

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF COEUR D'ALENE MUNICIPAL CODE TITLE 14, DEVELOPMENT IMPACT FEE; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF. 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 City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Amending Title 14, Development Impact Fee, of the Coeur d'Alene Municipal Code, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 2nd day of January, 2024.

Randall R. Adams, City Attorney