

WELCOME
To a Regular Meeting of the
Coeur d'Alene City Council
Held in the Library Community Room: 702 E. Front Avenue at **6:00 P.M.**

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 H - Public Comments** is identified by the Mayor. The Mayor and Council will not normally allow audience participation at any other time.

August 15, 2023

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: None scheduled

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. [Action Item.](#)

E. PRESENTATIONS:

1. 2023 Water Usage Update

Presented by Terry Pickel, Water Department Director

F. ANNOUNCEMENTS:

1. City Council
2. Mayor

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

1. Approval of Council Minutes for the August 1, 2023, Council Meeting.
2. Approval of the General Services/Public Works Committee August 7, 2023, Meeting Minutes.
3. Approval of Bills as Submitted.

4. Approval of Financial Report.
5. Approval of a Cemetery transfer from Robert Harvey to Kathleen Ward; Section RIV, Block NGD, Nich 38; Forest Cemetery Annex (Riverview) (\$40.00).

As Recommended by the City Clerk

6. Approval of a Final Plat for SS-23-09 – Shae Estates

As Recommended by the City Engineer

7. **Resolution No. 23-061**

- a. Approving a Professional Services Agreement with HMH Engineering, for Design of the 3rd Street Stormwater Storage/Filtration System, in the Amount of \$34,675.08

As Recommended by the General Services/Public Works Committee

H. PUBLIC COMMENTS: Non-action item (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.)

I. OTHER BUSINESS:

1. Authorization for Legal Counsel to sign on behalf of the City, the Settlement Agreement between the State of Idaho and Avista to preserve the historic use of the lake, complying with Avista's FERC requirements and maintain the lake at the summer/fall/winter levels as has been normal and customary for decades.

Presented by Terry Pickel, Water Department Director

2. **Resolution No. 23-062** – Approving a Professional Services Agreement with Welch Comer Engineers, for the Government Way Strategic Initiatives Funding and Phase 1 Preliminary Signal Upgrade & Coordination Design, in the Amount of \$45,000.

Staff Report by: Chris Bosley, City Engineer

3. **Resolution No. 23-063** – Approving a 2-year Collective Bargaining Agreement with the Lake City Employee Association.

Staff Report by: Troy Tymesen, City Administrator

4. **Resolution No. 23-064** – Approving a 2-year Police Captain Memorandum of Understanding (MOU), establishing compensation and benefits.

Staff Report by: Troy Tymesen, City Administrator

5. **Resolution No. 23-065** – Approving a Professional Services Agreement with Ardurra for the final design of the 15th Street Reconstruction project from Harrison to Best Avenues.

Staff Report by: Todd Feusier, Streets and Engineering Director

6. Approving Spending Authority for Coeur d'Alene Lake Drive in the amount of \$50,000.

Staff Report by: Todd Feusier, Streets and Engineering Director

7. **Resolution No. 23-066** – Proposed Amendments to Fiscal Year 2022-2023 Budget and Scheduling a Public Hearing for September 19, 2023.

Staff Report by: Stephanie Padilla, Accountant

8. **Resolution No. 23-067** – Approving Amendment No. 4 to the Agreement for CDBG Grant funds with CDAIDE for use of CDBG-CV funds.

**Staff Report by: Hilary Patterson, Community Planning Director
and Chelsea Nesbit, CDBG Specialist**

J. PUBLIC HEARING

Please feel free to sign up in advance of the meeting to testify at <https://www.cdaid.org/signinpublic/Signinformlist> prior to 3:00 p.m. the day of the hearing.

1. (Legislative) – Approval of the Community Development Block Grant (CDBG) Consolidated Plan for Plan Year 2024-2027 and the 2023 Annual Action Plan.

**Staff Report by: Hilary Patterson, Community Planning Director
and Chelsea Nesbit, CDBG Specialist**

- K. RECESS to August 21, 2023, at 12:00 Noon in the Library Community Room, located at 702 E. Front Avenue for a workshop regarding Fiscal Year 2023-2024 Annual Appropriation (Budget).**

*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.*



Coeur d'Alene CITY COUNCIL MEETING

August 15, 2023

MEMBERS OF THE CITY COUNCIL:

Jim Hammond, Mayor

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

PRESENTATIONS

**CITY COUNCIL
STAFF REPORT**

DATE: August 15, 2023
FROM: Terry Pickel, Water Department Director
SUBJECT: Public Water System Usage Update.

DECISION POINT: No Council decision required, informational update only.

HISTORY: As the City continues to grow, water usage and availability has been at the forefront of system development and expansion. The Water Comprehensive Plans have estimated average growth rates and have scheduled new production and storage facilities in anticipation of the anticipated growth. However, irrigation requirements are rather difficult to quantify. So respectively, schedules have had to remain somewhat flexible to match the peaks and ebbs of the economy and related system improvements and demand. Over the past several years, Administration and Water Department staff have discussed issues regarding steadily increasing water usage, especially in the terms of irrigation of green space, as well as the cost of facilities sitting idle for two thirds of the year. The last two rate studies imposed stepped rate structures in an unsuccessful attempt to curb the excessive irrigation use as well as promote irrigation efficiencies and low water use landscape. Irrigation currently accounts for nearly 75% of summer production, beginning in mid to late May and running through September. A more aggressive tact may be required to slow the increasing use. While we have sufficient capacity to manage the overall daily demands, the peak hourly demands in the early mornings for irrigation exceed our instantaneous pumping capacity and rapidly deplete our 8 million gallon storage capacity to make up the difference.

FINANCIAL ANALYSIS: Construction of new public water infrastructure is increasingly expensive, especially in the case of source water production and drinking water storage facilities. A new well typically costs around \$1.5 million dollars and drinking water storage costs \$5 to \$9 dollars per gallon to construct (a 1 million gallon tank is about \$9 million dollars), dependent on the site. And with the increasing value of commercial and residential property, even finding a new facility site is practically impossible unless it is included in a new subdivision such as Coeur Terre. New sources also require application for new water rights, not really an issue in the past. Recently however, the state has looked at changing the process for granting new water rights which could significantly impact development of new water sources.

PERFORMANCE ANALYSIS: The key issue at the moment with water use is the extensive irrigation demand. We all love our green grass but turf requires more water than the majority of any landscapes. Turf requires a minimum of 1” inch per week, or the equivalent 27,500 gallons per acre a week to remain a vivid green hue. Unfortunately, most residential and commercial irrigation systems are only 30% to 40% efficient, due to improper design, lack of maintenance and mismatched heads, as well as exposure to wind drift and evaporation during the hot time of the day. This results in the application of two to three times as much water than what is actually needed. Increased efficiencies and conservation methods are going to play a larger role in the future of the public water system as we simply cannot afford to keep constructing new wells and tanks. Consumer education will be a key factor in those voluntary conservation efforts to stave off more restrictive actions to counter the growing use.

DECISION POINT/RECOMMENDATION: No Council decision required, informational update only.



WATER USAGE

August 2023
City Council Meeting
Discussion



■ The city of Moscow coined the term wiscapae to define a form of xeriscaping customized to the Palouse. This is the display outside of Moscow City Hall. (Antelia Elswick/Idaho Capital Sun)



COMPARISON OF USE

Pattern for past 3 years

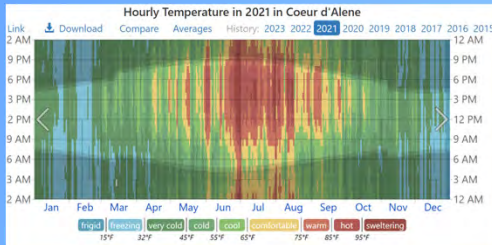
	2021	2022	2023
Jan	169,082,898	176,381,358	194,265,930
Feb	153,846,492	161,049,342	173,394,270
Mar	167,934,252	176,007,246	188,927,574
Apr	235,545,780	196,321,422	211,924,836
May	594,368,322	276,405,312	519,217,074
Jun	790,752,666	430,861,104	780,848,364
Jul	1,073,099,430	881,983,536	1,013,939,694
total	3,184,629,840	2,299,009,320	3,082,517,742
YEAR =	5.2 Billion Gals	4.5 Billion Gals	Est. 5.1 Billion Gals



GRAPHICAL REPRESENTATION

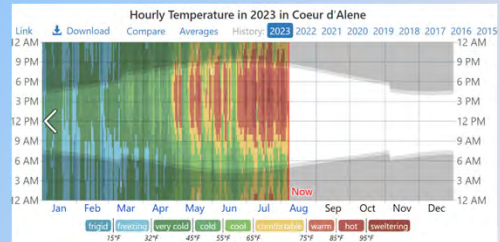


SEASONAL CLIMATE RECORDS

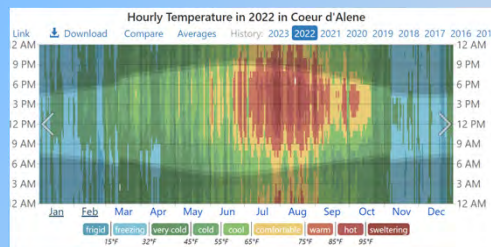


2021

2022



2023



CHALLENGES FOR THE SYSTEM

- Operational capacity, 49 MGD or 34,000 GPM
- Storage capacity of approximately 8 million gallons
- Peak day so far, 38.8 MGD, averaging 34 MGD
- Early morning peak hour demand estimated at around 40,000 + GPM from 2 am to 6 am causing reservoir levels to plummet



PERSPECTIVE



- Olympic size pool holds 660,000 gallons
- 38.8 MGD = 59 pools/day
- 34 MGD = 51.5 pools/day
- 40,000 GPM/4 hrs = 14.5 pools every morning



TIPS FOR WISE WATER USE

- It's important not to water during the heat of the day (12 pm to 6 pm)
- Water only to what your landscape needs
- Make sure to keep up on irrigation system maintenance
- If watering by hand, use a hose bibb timer
- Don't water during wet weather



WHAT ARE OUR NEIGHBORS DOING?

- **Ordinances limiting water times and establishing alternative watering schedules**
- **Establishing procedures for emergency declarations**
- **Updating rate structures to promote conservation**
- **Looking for other options & new sources**



WHAT CAN WE DO NOW?

- **Encourage conservation from the customers**
- **Consider an ordinance providing limitations for watering times and schedules**
- **Update current rate structures to strongly encourage conservation**
- **Enact policy or ordinance to require minimum irrigation efficiencies and/or low water use landscapes**



WHAT ABOUT THE FUTURE?

- Work with Planning Commission to reduce greenspace requirements for new development
- Encourage water efficient subdivision designs
- A water reuse system for irrigation
- Landscape rebate programs like Spokane and Moscow
- Alternatives?



LOW WATER USE METHODS



Wicking Beds and Xeriscape



THANK YOU!

Questions?



ANNOUNCEMENTS

CONSENT CALENDAR

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

August 1, 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 August 1, 2023, at 6:00 p.m., there being present the following members:

James Hammond, Mayor

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

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

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

PRESENTATIONS:

UPDATE FROM PANHANDLE AREA COUNCIL: Wally Jacobson, Executive Director, presented an update on the Panhandle Area Council (PAC). He noted they were a 501(c) non-profit corporation and a designated Economic Development District for North Idaho. He said the PAC's mission was regional economic development which included business, community, and economic development planning as well as business loans, grants, financing, and an e-Hub. He said they had completed work on the Comprehensive Economic Development Strategy (CEDs). He noted new for FY22/23 the Statewide Revolving Loan Fund would allocate \$6.67 million for Region 1 (five northern counties) and Region 3 (ten southwest counties) this year. He gave an overview of PAC's operations revenues and expenses for the period of 2019-2022.

DISCUSSION: Councilmember McEvers asked how long start-ups lasted at the incubator, with Mr. Jacobson responding approximately 6-8 years. Councilmember Wood thanked Mr. Jacobson for the presentation and said she appreciated what they brought to the community. Mayor Hammond said he appreciated PAC's work and the economic stability and small business support they provided.

UPDATE FROM CDA AREA ECONOMIC DEVELOPMENT CORPORATION (CDA EDC/Jobs Plus): Gynii Gilliam, Executive Director, gave an overview of CDA EDC's vision, mission, and guiding principles. She noted their objectives were to foster industry diversification, strengthen existing industries, advance growth sectors, advance the workforce, and engage in the

current community challenges. She said they were currently focusing on housing affordability and availability as well as a talent shortage. She noted the average wage had increased by over 50% since 2015, and that the median household income had increased by 39% which was partly due to their objective to bring higher wage jobs to the region. She noted the gross regional product (GRP) growth had kept pace with the gross state product. She said from 2015-2022 they had helped 67 companies add capital investment to the region which included 3,500 direct jobs. She said economic development was a long-term, ongoing activity, what they did now affected what happened in 3-10 years, and it had taken them 35+ years to grow the industry sections and diversify the economy. She noted that economic development helped with job and business retention, increased tax revenues, and improved the quality of life.

DISCUSSION: Councilmember McEvers asked what the relationship was between CDA-EDC and PAC, with Ms. Gilliam responding they worked in conjunction as PAC had funds available for businesses. Councilmember Miller said she appreciated their work on the Regional Housing and Growth Issues Partnership survey and asked if they were working with any other groups at this time, with Ms. Gilliam answering the Board was continuing to support work on housing issues and were currently updating the Housing Availability and Affordability Study for Kootenai County. Councilmember Gookin said he appreciated her presentation and asked if there was any recent data available for the past year, with Ms. Gilliam responding they had brought in four (4) companies last year. Councilmember Gookin asked if the focus was on companies who were already in the area, with Ms. Gilliam responding the focus was on housing issues for the existing companies' workforce. She said the jobs were here and continued growth was necessary for the area to continue to prosper. Councilmember Gookin mentioned he looked at return on investment (ROI) when determining benefit and felt CDA EDC's ROI showed the value of their work. Mr. Tymesen mentioned the City's investment in Jobs Plus was \$25,000 each year. Councilmember Wood thanked Ms. Gilliam for work well done and the positive impacts for the community.

ANNOUNCEMENTS: Councilmember Gookin reminded everyone that KMPO was holding their Open House on the proposed Transportation Management Center on Thursday, August 3, at 5:30 p.m. in the Library Community Room. Councilmember English thanked CDA-TV for the new dais monitors and said they were a great improvement. Councilmember Miller said she had a great experience participating as a juror for the ArtCurrents program, would be representing the City at the upcoming Aerospace Conference, and mentioned her son would be performing in the "Escape to Margaritaville" musical in Spokane Valley Summer Theater.

CONSENT CALENDAR:

1. Approval of Council Minutes for the July 18, 2023, Council Meeting.
2. Approval of the General Services/Public Works Committee meeting held July 24, 2023
3. Setting of General Services/Public Works meeting for August 7, 2023.
4. Setting of a public hearing for August 15, 2023, to hear public comment regarding the Community Development Block Grant (CDBG) 5-Year Consolidated Plan.
5. Approval of Bills as Submitted.
6. **Resolution No. 23-058:**

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, FOR THE FOLLOWING: COEUR D'ALENE PLACE 36TH ADDITION FINAL PLAT APPROVAL, ACCEPTANCE OF INFRASTRUCTURE

IMPROVEMENTS, APPROVAL OF MAINTENANCE/WARRANTY AGREEMENT, APPROVAL OF LANDSCAPE WORK AGREEMENT, AND ACCEPTANCE OF SECURITY [S-1-18]; COEUR D'ALENE PLACE 37TH ADDITION FINAL PLAT APPROVAL, ACCEPTANCE OF INFRASTRUCTURE IMPROVEMENTS, APPROVAL OF MAINTENANCE/ WARRANTY AGREEMENT, APPROVAL OF LANDSCAPE WORK AGREEMENT, AND ACCEPTANCE OF SECURITY [S-1-20]; CONSENT TO THE TRANSFER OF THE FIVE-YEAR RENEWSABLE LEASE FOR THE SEASONAL ICE-SKATING RINK AT MCEUEN PARK FROM JMURRAY ENTERPRISES LLC TO VMC NORTHWEST LLC, D/B/A COEUR D'ALENE ON ICE; AMENDMENT TO THE CITY'S CLASSIFICATION AND COMPENSATION PLAN, CHANGING THE LEVELING OF THE WASTEWATER OPERATOR I FROM PAYGRADE 8 TO PAYGRADE 9, THE COLLECTIONS OPERATOR I FROM PAYGRADE 8 TO PAYGRADE 9, AND THE PAYROLL COORDINATOR FROM PAYGRADE 11 TO PAYGRADE 12 WITH A CHANGE IN TITLE TO PAYROLL SPECIALIST; AND ACCEPTANCE OF THE BID OF, AND AWARD OF A CONTRACT TO, ASPEN HOMES FOR THE RECONSTRUCTION OF THE JEWETT HOUSE GARAGE IN AN AMOUNT NOT TO EXCEED \$172,400.00.

DISCUSSION: Councilmember Gookin noted in the Final Plat agreements there was language which stated the city would be reimbursed for substantial staff time to prepare the agreement and asked if the \$25.00 fee could be increased as it seemed too low, with Mr. Adams responding it was in the City's Fee Schedule which could be adjusted.

MOTION: Motion by McEvers, seconded by Evans, to approve the Consent Calendar as presented, including **Resolution No. 23-058**.

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

PUBLIC COMMENTS:

Russell McLain, Hayden, made comments in regard to a recent CDA Press article relating to Ms. Eisen, a 3rd grade teacher who had helped his daughter with finding reading material which worked for her needs, and noted recognition was also needed for the Coeur d'Alene Library's Librarian who had helped his daughter find reading materials as well and contributed greatly to her success.

Mike Kennedy, Coeur d'Alene, said he was the volunteer Board Chair of CDA EDC and they had a diverse group of board members. He said he agreed that the Board needed to more engaged to keep municipalities and the community informed of the organization's work. He thanked the Mayor and Council for their continued work and support.

RESOLUTION NO. 23-059

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE EXPENDITURE OF FUNDS FROM THE GENERAL FUND FOR THE LIBRARY LIGHTING AND CITYWIDE ACCESS CONTROL UPGRADES IN AN AMOUNT NOT TO EXCEED \$34,189.00.

STAFF REPORT: Adam Korytko, Building Maintenance Superintendent, requested Council approve financing of the Library LED lighting and citywide access control upgrades in the amount of \$34,189.00. He explained the Library currently used a large variety of antiquated lighting technology throughout the building which was not considered energy efficient, and was costly to maintain and replace. He said the local utility, Avista, was offering rebates for the purchase and installation of common high-efficiency lighting equipment. He mentioned installation of LED fixtures and lamps would lower operational and maintenance costs, and improve aesthetics for patrons and staff. He said the current access control system, which operated all lock/unlock schedules and card access across all major City buildings and campuses, was supported by an on-premise server located at City Hall. He noted the server was no longer supported by the City's service provider as the company had switched their services to a cloud-based subscription and rendered the old server obsolete. He mentioned that in the event of server failure, the City's access control system would remain operational, but the ability to modify users and schedules would be lost. He said the cost of the library lighting upgrade was \$44,500, of which Avista offered a rebate of \$23,811, which brought the total cost to \$20,689. The Citywide access control upgrade had an installation cost of \$13,500 with an annual subscription fee of \$6,300 to operate and maintain the system. He said the access control company offered a buyback program for the obsolete hardware which incentivized existing customers to remain with the company by offering an equipment replacement at an approximate 80% discount. He noted the projects were not included in the current budget and requested Council approve the use of the General Fund to pay for both projects. He said the LED lighting retrofit at the Library would lower the building's energy demand by roughly 80,000 kWh, equating to an annual energy savings of about \$6,000, and the access control upgrade was necessary to maintain functionality of the City's security system.

DISCUSSION: Councilmember English asked if new door access cards would be necessary, with Mr. Korytko responding the current cards would still work after the upgrade. Councilmember Gookin mentioned he had just read that incandescent light bulbs were now banned and would no longer be available.

MOTION: Motion by Gookin, seconded by English, to approve **Resolution No. 23-059** - Approving the Financing for the Library Lighting and Citywide Access Control Upgrades, in the Amount of \$34,189.00.

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

RESOLUTION NO. 23-060

A RESOLUTION OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO, ESTABLISHING A NOTICE OF TIME AND PLACE OF PUBLIC HEARING OF THE PROPOSED BUDGET FOR FISCAL YEAR 2022-2023, AND INCLUDING PROPOSED EXPENDITURES BY FUND AND/OR DEPARTMENT, A STATEMENT OF THE ESTIMATED REVENUE FROM PROPERTY TAXES AND THE TOTAL AMOUNT FROM SOURCES OTHER THAN PROPERTY TAXES OF THE CITY FOR THE ENSUING FISCAL YEAR, AND A LISTING OF EXPENDITURES AND REVENUES DURING EACH OF THE TWO (2) PREVIOUS FISCAL YEARS, AND PROVIDING FOR PUBLICATION OF THE SAME.

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d’Alene that the following be and the same is hereby adopted as an Estimate of Expenditures and Anticipated Revenue of the City of Coeur d’Alene for the fiscal year beginning October 1, 2023:

	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
	ACTUAL	ACTUAL	BUDGET	PROPOSED
GENERAL FUND EXPENDITURES:				
Mayor and Council	\$249,875	\$254,747	\$259,163	\$276,433
Administration	215,458	222,015	320,486	243,758
Finance Department	1,242,197	1,275,275	1,398,397	1,561,709
Municipal Services	1,942,987	1,984,202	3,000,885	2,594,685
Human Resources	411,248	409,242	452,421	499,205
Legal Department	1,258,520	1,278,792	1,361,438	1,380,913
Planning Department	730,489	712,035	759,266	809,813
Building Maintenance	483,773	742,836	694,637	701,812
Police Department	15,810,518	16,902,585	22,027,527	21,839,291
Drug Task Force	1,868	125,308		
Police Department Grants	67,522	131,317	84,594	91,364
Fire Department	11,022,716	11,841,869	13,325,161	13,587,337
General Government	1,318,366	589,956	626,300	2,019,067
Streets/Garage	4,404,075	4,657,527	7,858,838	7,241,065
Parks Department	2,227,875	2,378,931	3,041,376	3,012,992
Recreation Department	644,878	710,867	815,215	829,325
Building Inspection	939,758	1,004,208	1,123,236	1,146,742
TOTAL GENERAL FUND EXPENDITURES:	<u>\$42,972,123</u>	<u>\$45,221,712</u>	<u>\$57,148,940</u>	<u>\$57,835,511</u>

	FY 2020-21 ACTUAL	FY 2021-22 ACTUAL	FY 2022-23 BUDGET	FY 2023-24 PROPOSED
SPECIAL REVENUE FUND EXPENDITURES:				
Library Fund	\$1,660,835	\$1,757,993	\$1,948,445	\$2,058,968
Community Development Block Grant	511,564	453,408	780,243	389,963
Impact Fee Fund	151,851	357,589	554,446	63,000
Parks Capital Improvements	669,336	431,361	463,614	710,060
Annexation Fee Fund	184,000	175,000	355,000	520,000
Cemetery Fund	325,591	443,429	363,711	365,309
Cemetery Perpetual Care Fund	165,035	164,631	86,000	4,500
Jewett House	16,004	17,807	139,700	28,615
Reforestation/Street Trees/Community Canopy	66,182	66,443	120,000	120,000
Public Art Funds	126,322	291,473	468,500	239,500
TOTAL SPECIAL FUNDS:	\$3,876,720	\$4,159,134	\$5,279,659	\$4,499,915
ENTERPRISE FUND EXPENDITURES:				
Street Lighting Fund	\$700,997	\$732,419	\$760,130	\$760,200
Water Fund	12,830,278	11,444,599	14,326,675	14,471,783
Wastewater Fund	18,335,519	18,241,300	23,738,871	27,832,627
Water Cap Fee Fund	2,953,446	1,764,709	3,850,000	3,000,000
WWTP Cap Fees Fund	1,890,784	2,925,259	2,777,660	3,499,100
Sanitation Fund	4,493,292	4,664,326	5,520,365	5,315,582
City Parking Fund	1,545,666	1,621,063	1,864,965	1,778,929
Drainage	1,039,657	1,517,034	2,504,858	2,594,890
TOTAL ENTERPRISE EXPENDITURES:	\$43,789,639	\$42,910,709	\$55,343,524	\$59,253,111
FIDUCIARY FUNDS:	\$3,156,336	\$3,208,444	\$3,492,454	\$3,447,200
STREET CAPITAL PROJECTS FUNDS:	330,476	1,406,293	1,707,964	4,598,573
DEBT SERVICE FUNDS:	876,281	878,407	880,083	876,307
GRAND TOTAL OF ALL EXPENDITURES:	\$95,001,575	\$97,784,699	\$123,852,624	\$130,510,617

	FY 2020-21 ACTUAL	FY 2021-22 ACTUAL	FY 2022-23 BUDGET	FY 2023-24 PROPOSED
ESTIMATED REVENUES:				
Property Taxes:				
General Levy	\$16,102,305	\$21,751,348	\$23,404,549	\$24,360,135
Library Levy	1,638,497	1,621,094	1,777,266	1,819,434
Fireman's Retirement Fund Levy	250,000	250,000	250,000	250,000
Policemen's Retirement Fund Levy			152,000	146,000
2015 G.O. Bond Levy	884,817	877,752	880,083	876,307
TOTAL REVENUE FROM PROPERTY TAXES:	\$18,875,619	\$24,500,194	\$26,463,898	\$27,451,876

	FY 2020-21 ACTUAL	FY 2021-22 ACTUAL	FY 2022-23 BUDGET	FY 2023-24 PROPOSED
ESTIMATED OTHER REVENUES:				
Interfund Transfers	\$3,466,447	\$4,631,317	\$11,281,352	\$12,350,466
Beginning Balance	64,051,510	75,151,601	31,792,746	25,546,035
Other Revenue:				
General Fund	25,050,892	23,425,333	28,277,019	25,292,793
Library Fund	25,207	22,853	14,050	64,533
Community Development Block Grant	511,564	453,408	780,243	389,963
Parks Capital Improvement Fund	411,860	1,152,638	167,750	587,000
Cemetery	289,035	306,689	239,150	264,435
Annexation Fee Fund	88,988	569,545		
Impact Fee Fund	1,224,292	821,048	650,000	675,000
Cemetery Perpetual Care Fund	1,970	(71,867)	7,000	7,000
Jewett House	122,149	49,742	20,200	28,000
Reforestation	2,488	1,601		
Street Trees	56,732	50,494	57,200	52,000
Community Canopy	149	11	1,500	1,500
Public Art Funds	125,543	127,115	16,000	18,500
Street Lighting Fund	634,210	672,008	684,000	725,000
Water Fund	7,782,718	7,173,182	7,386,024	7,607,038
Wastewater Fund	13,357,740	15,446,961	13,248,000	15,957,210
Water Capitalization Fees	1,380,324	1,169,800	1,225,000	1,180,200
WWTP Capitalization Fees	2,931,071	2,107,045	2,000,000	1,999,100
Sanitation Fund	4,532,620	4,586,673	4,603,000	4,690,000
City Parking Fund	1,001,779	981,703	971,000	1,000,000
Drainage	1,079,824	1,091,914	1,763,200	1,990,890
Fiduciary Funds	3,067,347	3,113,010	3,238,900	3,247,200
Capital Projects Fund	176,737	385,882	560,000	2,565,306
Debt Service Fund	729	1,345		
TOTAL REVENUE OTHER THAN PROPERTY TAXES:	\$131,373,925	\$143,421,051	\$108,983,334	\$106,239,169
SUMMARY:				
	FY 2020-21 ACTUAL	FY 2021-22 ACTUAL	FY 2022-23 BUDGET	FY 2023-24 PROPOSED
PROPERTY TAXES	\$18,875,619	\$24,500,194	\$26,463,898	\$27,451,876
OTHER THAN PROPERTY TAXES	131,373,925	143,421,051	108,983,334	106,239,169
TOTAL ESTIMATED REVENUES	\$150,249,544	\$167,921,245	\$135,447,232	\$133,691,045

BE IT FURTHER RESOLVED, that the same be spread upon the Minutes of this meeting and published in two (2) issues of the Coeur d'Alene Press, seven (7) days apart, to be published on August 9, 2023 and August 16, 2023.

BE IT FURTHER RESOLVED, that a Public Hearing on the Budget be held on the 5th day September, 2023 at the hour of 6:00 o'clock p.m. on said day, at which time any interested person may appear and show cause, if any he has, why the proposed Budget should or should not be adopted.

STAFF REPORT: Vonnie Jensen, Comptroller, requested Council approve Resolution No. 23-060, which would set the public hearing date and high dollar amount of \$130,510,617 in expenditures for the 2023-2024 Fiscal Year Financial Plan. She explained that Idaho Code required the City Council to approve an appropriations ordinance each year with the purpose of establishing a ceiling for expenditures and the potential property tax revenue required to balance the budget. She said the financial plan was an estimate of revenues and expenditures for the upcoming year. She noted expenditures were classified by department as well as by fund or service, and revenues were classified by source. She said the prior two fiscal years' actual revenues and expenditures were included in the budget documents as required by Idaho Code 50-1002. She noted information was included for the budgeted revenues and expenditures for the current fiscal year, and proposed revenues and expenditures for the upcoming fiscal year. She said Fiscal Year 23-24 Budget Resolution highlights were: two (2) new Firefighter positions (paid for by KCEMSS), the elimination of six (6) positions, a 3% property tax increase, New Growth in the amount of \$224,239 (which was \$66,242 less than estimated), decrease to revenues of \$1,701,787, increase to personnel costs (wages and benefits) of \$2,725,820, increase to services and supplies of \$166,931, decrease to Capital Outlay of \$3,264,584, and an increase in the use of Fund Balance of \$2,388,359. Revised revenue changes from the preliminary budget equaled \$133,691,045, and revised expenditures equaled \$130,510,617 due to negotiated contract changes. She noted the large swing in the revenues and grant line items were due to American Rescue Plan Act (ARPA) funds shown in previous years. She gave an overview of the history of assessed property values and new growth amounts, and noted new legislation limited the amount of new growth that could generate tax dollars to 90% of valuation. She said \$2 million would come from Fund Balance in order to balance the FY23/24 budget, and the remaining Fund Balance at the end of September 2024, would be approximately 17% which was two-months of City revenues or expenditures. She said the recommended reserve amount was 16%.

DISCUSSION: Councilmember McEvers asked if Fund Balance use would be ongoing to fund ongoing expenses, with Ms. Jensen responding Fund Balance was the City's savings account and the City would be using it to balance the upcoming FY 23/24 budget. Councilmember Gookin noted only \$165,000 more of annexation funds were being utilized this fiscal year and asked about the \$1 million fee the Coeur Terre project had provided. He requested it all be used this year to reduce the amount of property tax needed. Councilmember English said Governor Little had announced property tax relief and hoped it would offset the property tax bills for the community. Ms. Jensen noted the formula of the tax relief had not yet been released from the State. Councilmember Wood said she was okay with setting the high-water mark at this time and would like to discuss using the annexation funds, and noted even if Fund Balance was used to balance the upcoming budget, there were still sufficient funds left in the account which would be at 17%. Ms. Jensen did not recommend Fund Balance be used to balance the budget for ongoing expenses. She explained that since the value of existing homes had grown, the levy rate had been reduced and new growth amounts had been reduced considerably from prior years. She noted in 2014, \$105 million in valuation equaled \$670,000 in tax dollars and in year 2024, \$101 million generated just \$224,000 in tax dollars. Mayor Hammond said it could be possible for the City to take the 3% and the property taxes not increase. Ms. Jensen mentioned the total valuation was spread across the entire tax base and confirmed it was a possibility. Councilmember Gookin said the problem was with the assessment formula, the State Legislature had capped new growth at 90%, and when the Urban Renewal Lake District closed, they had greatly reduced the funds due to the City, and

asked if there would be another opportunity to discuss the budget. Mr. Tymesen said they could meet and discuss the proposed budget, yet ongoing expenses were tied up in employee contracts and they were looking for cash flow to make up the difference. He said there wasn't a lot to be done to help with cash flow issue. Councilmember Gookin requested the State tax number be shared as soon as the City received it and that Impact Fees would help as well. He noted Fund Balance had been used in prior year's budget calculations and most of the years it had been proposed, by the end of the fiscal year there had been a budget surplus. Mayor Hammond said it would be helpful to see how the State's property tax relief and County assessments played out. Councilmember Wood requested a 7-year history of the City taking a tax increase. Councilmember Miller asked if there would be an opportunity to get together to discuss creative ideas to balance the budget as the Financial Plan was using 3% property tax this year and in future years in order to catch up. Mr. Tymesen said an opportunity could be made for future discussions yet they were still looking for cash flow to cover personnel costs. Councilmember Miller said programs and positions may need to be cut in order to stay competitive with wages and balance the budget. Ms. Jensen said when looking at the upcoming budget they reviewed all positions, and in previous years, salary savings in vacant positions had assisted with balancing the budget. Mayor Hammond said he would work with staff on scheduling another budget workshop.

MOTION: Motion by Evans, seconded by English, to approve **Resolution No. 23-060** - setting a public hearing for September 5, 2023, and setting the high dollar amount of \$130,510,617 in expenditures for the 2023-2024 Fiscal Year Financial Plan (Annual Appropriation).

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

ADJOURNMENT: Motion by McEvers, seconded by Miller. **Motion carried.**

The meeting adjourned at 7:18 p.m.

ATTEST:

James Hammond, Mayor

Sherrie L. Badertscher
Executive Assistant

August 7, 2023
GENERAL SERVICES/PUBLIC WORKS COMMITTEE
MINUTES
12:00 p.m., Library Community Room

COMMITTEE MEMBERS

~~Council Member Amy Evans, Chairperson~~ **ABSENT**
Council Member Christie Wood
Council Member Dan English

STAFF

Randy Adams, City Attorney
Troy Tymesen, City Administrator
Chris Bosley, City Engineer

Item 1. Request Approval of a Professional Services Agreement with Welch Comer Engineers, for the Government Way Strategic Initiatives Funding and Phase 1 Preliminary Signal Upgrade & Coordination Design, in the Amount of \$45,000.00.
(Agenda)

City Engineer Chris Bosley, Streets & Engineering Department requested Council approve the Professional Services Agreement with Welch Comer Engineers. Mr. Bosley explained that due to the traffic signal coordination projects that were implemented on Northwest Boulevard, Ramsey, and Sherman Avenue, the City desired to make necessary upgrades to the Government Way corridor to coordinate the signals. He said the City also desired to bring the pedestrian ramps up to ADA compliance. He noted that by beginning design of the improvements, the City would be better positioned for grant funding through the Strategic Initiatives Program (\$10M) which awarded more points to projects closer to completion. He said the grant was due in September and the cost of design was \$45,000, which would be funded with Impact Fees. He mentioned if awarded the grant, up to \$6,000,000 could be provided to upgrade the corridor. Projects near bid were awarded higher points towards scoring for the grant. Scope was Harrison to Prairie Avenue with City of Hayden in agreement with upgrades.

Councilmember English said it looked to be a great project and asked for clarification that today's approval was for \$45,000.00 for design purposes only, with Mr. Bosley responding it was for the design portion at this time. Councilmember Wood said in conversations with the Police Department, synchronized signal lights were a high priority for them and would the project help alleviate the traffic impacts, with Mr. Bosley responding synchronization would help alleviate the North/South traffic impacts along Government Way, yet US-95 traffic signals were controlled by Idaho Transportation Department (ITD) and their type of signals did not coordinate well with the City's signals.

MOTION: by English, seconded by Wood, to Recommend that Council Approve a Professional Services Agreement with Welch Comer Engineers, for the Government Way Strategic Initiatives Funding and Phase 1 Preliminary Signal Upgrade & Coordination Design, in the Amount of \$45,000.00. Motion Carried.

Item 2. Request Approval of a Professional Services Agreement with HMH Engineering, for Design of the 3rd Street Stormwater Storage/Filtration System, in the Amount of \$34,675.08 (Consent)

City Engineer Chris Bosley, Streets & Engineering Department requested Council approve the 3rd Street Stormwater Design Agreement with HMH Engineering. Mr. Bosley explained in his staff report that with the funding from the Idaho Department of Environmental Quality (IDEQ), the City had begun design and/or construction on three (3) separate stormwater drainage areas with the goal of reducing or eliminating the volume of stormwater and the amount of phosphorus that discharged into Lake Coeur d'Alene. He said the latest project awarded to the City under the grant program was for the East Sherman outfall, a small 12-acre drainage area that discharged into Fernan Creek, which ultimately flows to Lake Coeur d'Alene. He noted recently, IDEQ allowed the City to move its efforts to the 3rd Street outfall with the stipulation that at a minimum, a comparable drainage area would be addressed. He said that by reducing flows to the outfall, the project would in turn reduce the amount of phosphorus entering the Lake and reduce the probability of surcharging the stormwater pipe network and flooding the McEuen parking garage. He mentioned the cost for the design was \$34,675.08, which would be funded through the IDEQ grant, and total funding available for the project was \$190,000, with remaining funds to be used for construction.

Councilmember English asked if there would be traffic impacts during construction, with Mr. Bosley responding there may be impacts in some of the low-volume neighborhood streets and they would not know the McEuen impacts until construction began sometime in the Spring. Councilmember Wood said these types of projects were critical in order to reduce phosphorus discharging into the lake. Mr. Bosley concurred that the current project, along with others being completed by the City, would greatly reduce the phosphorus amounts discharging into the lake.

MOTION: by English, seconded by Wood, to recommend that Council Approve a Professional Services Agreement with HMH Engineering, for Design of the 3rd Street Stormwater Storage/Filtration System, in the Amount of \$34,675.08. Motion Carried.

The meeting adjourned at 12:18 p.m.

Respectfully submitted,

Sherrie L. Badertscher
Executive Assistant

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AUG 7 2023

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

CITY CLERK

FUND	BALANCE 6/30/2023	RECEIPTS	DISBURSE- MENTS	BALANCE 7/31/2023
<u>General-Designated</u>	\$4,286,510	\$109,414	\$369,800	\$4,026,124
<u>General-Undesignated</u>	10,956,442	25,283,658	19,742,351	16,497,749
<u>Special Revenue:</u>				
Library	85,779	593,122	161,130	517,771
CDBG	(60,596)	-	78,940	(139,536)
Cemetery	237,795	24,741	43,706	218,830
Parks Capital Improvements	2,109,366	18,990	68,157	2,060,199
Impact Fees	5,924,662	42,335	-	5,966,997
Annexation Fees	1,054,540	4,778	-	1,059,317
American Recovery Plan	8,404,589			8,404,589
Cemetery P/C	1,095,484	4,455	6,661	1,093,279
Jewett House	159,103	9,147	4,526	163,724
Reforestation	23,033	104	506	22,631
Street Trees	170,669	4,123	22,930	151,862
Community Canopy	2,404	11	-	2,415
Public Art Fund	65,327	296	303	65,320
Public Art Fund - ignite	432,798	1,961	-	434,759
Public Art Fund - Maintenance	126,482	573	-	127,055
<u>Debt Service:</u>				
2015 G.O. Bonds	682,640	291,191	-	973,831
<u>Capital Projects:</u>				
Street Projects	591,783	702,681	-	1,294,465
<u>Enterprise:</u>				
Street Lights	126,746	60,518	55,844	131,420
Water	1,824,036	812,758	429,083	2,207,711
Water Capitalization Fees	6,036,250	67,528	-	6,103,779
Wastewater	18,636,677	1,438,622	829,383	19,245,916
Wastewater - Equip Reserve	1,269,562	-	-	1,269,562
Wastewater - Capital Reserve	4,500,000	-	-	4,500,000
WWTP Capitalization Fees	4,373,883	65,276	-	4,439,159
WW Property Mgmt	59,973	-	-	59,973
Sanitation	1,438,986	526,814	597,909	1,367,891
Public Parking	800,472	90,731	9,547	881,655
Drainage	1,283,265	95,265	173,692	1,204,838
Wastewater Debt Service	663,675	3,007	-	666,682
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	271,019	263,006	271,253	262,772
Police Retirement	419,472	61,204	21,314	459,362
Sales Tax	1,980	1,992	1,980	1,992
BID	385,054	6,535	-	391,589
Homeless Trust Fund	642	585	642	585
GRAND TOTAL	\$78,440,501	\$30,585,421	\$22,889,656	\$86,136,267

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



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

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
TEN MONTHS ENDED
July 31, 2023

RECEIVED

AUG 7 2023

CITY CLERK

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 7/31/2023	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$249,035	\$199,193	80%
	Services/Supplies	10,128	6,993	69%
Administration	Personnel Services	317,916	190,342	60%
	Services/Supplies	2,570	1,422	55%
Finance	Personnel Services	765,897	629,596	82%
	Services/Supplies	632,500	597,084	94%
Municipal Services	Personnel Services	1,469,170	1,070,739	73%
	Services/Supplies	1,531,715	1,050,552	69%
	Capital Outlay			
Human Resources	Personnel Services	366,503	278,673	76%
	Services/Supplies	85,918	68,000	79%
Legal	Personnel Services	1,225,988	987,158	81%
	Services/Supplies	135,450	39,390	29%
Planning	Personnel Services	697,216	546,689	78%
	Services/Supplies	62,050	38,182	62%
	Capital Outlay			
Building Maintenance	Personnel Services	320,137	258,566	81%
	Services/Supplies	284,500	229,797	81%
	Capital Outlay	90,000	27,477	31%
Police	Personnel Services	16,880,007	13,191,598	78%
	Services/Supplies	1,867,520	1,159,788	62%
	Capital Outlay	3,280,000	1,878,568	57%
Fire	Personnel Services	11,465,359	10,010,199	87%
	Services/Supplies	873,192	655,575	75%
	Capital Outlay	986,610	785,009	80%
General Government	Services/Supplies	626,300	958,653	153%
	Capital Outlay			
Police Grants	Personnel Services	84,594	67,291	80%
	Services/Supplies		5,012	
	Capital Outlay		33,980	
CdA Drug Task Force	Services/Supplies		5,600	
	Capital Outlay			
Streets	Personnel Services	3,534,437	2,624,826	74%
	Services/Supplies	2,872,401	1,564,464	54%
	Capital Outlay	1,452,000	638,727	44%
Parks	Personnel Services	2,112,826	1,522,936	72%
	Services/Supplies	734,550	565,042	77%
	Capital Outlay	194,000	175,505	90%

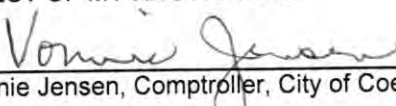
CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 TEN MONTHS ENDED
 July 31, 2023

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 7/31/2023	PERCENT EXPENDED
Recreation	Personnel Services	599,865	509,156	85%
	Services/Supplies	180,350	119,871	66%
	Capital Outlay	35,000	35,000	100%
Building Inspection	Personnel Services	1,019,158	826,769	81%
	Services/Supplies	42,078	32,967	78%
	Capital Outlay	62,000	60,742	98%
Total General Fund		<u>57,148,940</u>	<u>43,647,133</u>	<u>76%</u>
Library	Personnel Services	1,528,445	1,169,710	77%
	Services/Supplies	230,000	163,813	71%
	Capital Outlay	190,000	122,257	64%
CDBG	Personnel Services	79,894	64,427	81%
	Services/Supplies	700,349	229,823	33%
Cemetery	Personnel Services	224,911	165,446	74%
	Services/Supplies	138,800	96,548	70%
	Capital Outlay		1,650	
Impact Fees	Services/Supplies	554,446	466,447	84%
Annexation Fees	Services/Supplies	355,000	355,000	100%
Parks Capital Improvements	Capital Outlay	463,614	263,062	57%
Cemetery Perpetual Care	Services/Supplies	86,000	70,335	82%
Jewett House	Services/Supplies	139,700	47,522	34%
Reforestation	Services/Supplies	6,500	3,093	48%
Street Trees	Services/Supplies	112,000	45,068	40%
Community Canopy	Services/Supplies	1,500	403	27%
Public Art Fund	Services/Supplies	468,500	129,195	28%
		<u>5,279,659</u>	<u>3,393,798</u>	<u>64%</u>
Debt Service Fund		<u>880,083</u>	<u>25,926</u>	<u>3%</u>

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
TEN MONTHS ENDED
July 31, 2023

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 7/31/2023	PERCENT EXPENDED
LaCrosse Ave / NW Blvd	Capital Outlay		70,329	
Wilbur / Ramsey Signal	Capital Outlay	400,000		
Traffic Calming	Capital Outlay	65,064	(209)	0%
Kathleen Avenue Widening	Capital Outlay		14,265	
Ramsey Road Rehabilitation	Capital Outlay	588,000		
15th Street	Capital Outlay	49,900	49,813	100%
LHTAC Pedestrian Safety	Capital Outlay	605,000	100,917	17%
Atlas Waterfront Project	Capital Outlay			
Govt Way - Hanley to Prairie	Capital Outlay		217,908	
		<u>1,707,964</u>	<u>453,023</u>	<u>27%</u>
Street Lights	Services/Supplies	760,130	503,305	66%
Water	Personnel Services	2,777,800	1,966,813	71%
	Services/Supplies	5,399,475	1,680,439	31%
	Capital Outlay	6,149,400	2,075,166	34%
Water Capitalization Fees	Services/Supplies	3,850,000		
Wastewater	Personnel Services	3,216,082	2,395,563	74%
	Services/Supplies	8,477,348	2,525,358	30%
	Capital Outlay	8,532,000	1,886,188	22%
	Debt Service	3,513,441	851,720	24%
WW Capitalization	Services/Supplies	2,777,660		
WW Property Management	Services/Supplies		30,000	
Sanitation	Services/Supplies	5,520,365	3,960,743	72%
Public Parking	Services/Supplies	1,864,965	727,698	39%
	Capital Outlay			
Drainage	Personnel Services	243,712	196,512	81%
	Services/Supplies	1,046,146	342,125	33%
	Capital Outlay	1,215,000	638,601	53%
Total Enterprise Funds		<u>55,343,524</u>	<u>19,780,232</u>	<u>36%</u>
Kootenai County Solid Waste		3,110,000	2,305,749	74%
Police Retirement		196,454	115,630	59%
Business Improvement District		176,000		
Homeless Trust Fund		10,000	5,898	59%
Total Fiduciary Funds		<u>3,492,454</u>	<u>2,427,277</u>	<u>70%</u>
TOTALS:		<u>\$123,852,624</u>	<u>\$69,727,388</u>	<u>56%</u>

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



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

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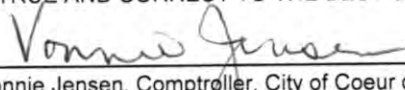
AUG 7 2023

CITY CLERK

City of Coeur d Alene
Cash and Investments
7/31/2023

Description	City's Balance
U.S. Bank	
Checking Account	3,489,834
Checking Account	90,540
Checking Account	117,686
Investment Account - Police Retirement	380,712
Investment Account - Cemetery Perpetual Care Fund	1,087,356
Idaho Central Credit Union	
Certificate of Deposit	1,013,882
Idaho State Investment Pool	
State Investment Pool Account	63,170,261
Spokane Teacher's Credit Union	
Certificate of Deposit	4,543,180
Numerica Credit Union	
Certificate of Deposit	2,040,158
Money Market	10,201,310
Cash on Hand	
Treasurer's Change Fund	1,350
Total	<u>86,136,268</u>

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



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



CEMETERY LOT
TRANSFER / SALE / REPURCHASE
ROUTING FORM

REQUEST RECEIVED BY:

Municipal Services
Department Name

Kelley Setters
Employee

8.1.23
Date

REQUESTED BY:

Kathleen Ward
Name

P.O. Box 1702 Hayden, ID 83838
Address

Phone

Request is for: [] Repurchase of Lot(s)

[x] Transfer of Lots(s) from Robert Harvey to Kathleen Ward

Section: Riv Block: NGD Niche(s): 38, Lots(s):

Lot(s) are located in: [] Forest Cemetery [x] Forest Cemetery Annex. (Riverview)

Copy must be attached: [] Deed [] Certificate of Sale

Requester is: [] owner [] executor [] other Note: If "executor" or "other", affidavits of authorization must be attached.

Title Transfer Fee: \$ Receipt No:

ACCOUNTING DEPARTMENT completes the following:

[] Attach original contract.

Accountant Signature Vonne Jensen

Date: 7/31/2023

CEMETERY SUPERVISOR completes the following:

The above-referenced Lot(s) is/are certified to be vacant: [] Yes [x] No

The owner(s) of record of the Lot(s) in the Cemetery Book of Deeds is listed as: Robert Harvey

The purchase price of the Lot(s) when sold to the owner of record was \$ 600 per lot.

Supervisor's Signature M Brandt

Date: 7/31/23

LEGAL/RECORDS completes the following:

Certificate of Conveyance/Transfer received: [] Yes [] No

Requester is authorized to execute certificate: [] Yes [] No

I certify that all requirements for the transfer/sale/repurchase of cemetery lot(s) have been met and recommend that the transaction be completed.

City Clerk's Signature Date:

Council approved transfer/sale/repurchase of above-referenced Lots(s) in regular session on. Date:

CEMETERY SUPERVISOR completes the following:

Change of ownership noted in Book of Deeds: [] Yes [] No

Cemetery copy filed original and supporting documents returned to City Clerk: [] Yes [] No

Cemetery Supervisor's Signature Date:

**CERTIFICATE OF TRANSFER
CEMETERY LOT**

For good and sufficient consideration, receipt of which is hereby acknowledged,
(Robert C. Harvey) Marion Harvey the "Transferor") does hereby
transfer and convey to Kathleen Ward (the
"Transferee") the following lot(s) in the Riverview Cemetery:

Niche(s) RIV, Lot(s) _____.

Block(s) NGD, Section(s) 38

according to the plat thereof, now on file and of record in the office of the Kootenai County
Recorder, state of Idaho.

This Certificate vests in the Transferee, and his or her heirs or assigns, a right in fee simple
to said lot(s) for the sole purpose of interment, under the ordinances and regulations adopted by
the City Council as authorized by Idaho Code § 50-320.

DATED this 31st day of July, 2023.

By Marion Harvey
Transferor

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 31st day of July, 2023, before me, a Notary Public, personally appeared Marion Harvey, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same.

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



Kelley Setters
Notary Public for Idaho
Residing at Spirit Lake, ID
My Commission expires: 8-18-26

CITY COUNCIL STAFF REPORT

DATE: August 15, 2023
FROM: Dennis Grant, Engineering Project Manager
SUBJECT: **SS-23-09, Shae Estates: Final Plat Approval**

DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat document, a two (2) lot Residential subdivision.

HISTORY

- a. Applicant: Cassandra Lindquist, Member
CL Properties, LLC
2229 W. Canyon Drive
Coeur d'Alene, ID 83815
- b. Location: 110 E. Hattie Avenue (South side of Hattie Ave. between Gov't Way & 3rd St.)
- c. Previous Action:
 1. Preliminary plat approval, July 19, 2023

FINANCIAL ANALYSIS

There are no financial issues with this development.

PERFORMANCE ANALYSIS

This residential development is a re-plat of a Lots 3 & 4 of Novaks Addition located in Coeur d'Alene. This subdivision created two (2) lots. The conditions will be taken care of at the building permit stage; therefore, the document is ready for approval and recordation.

DECISION POINT RECOMMENDATION

City Council approval of the final plat document

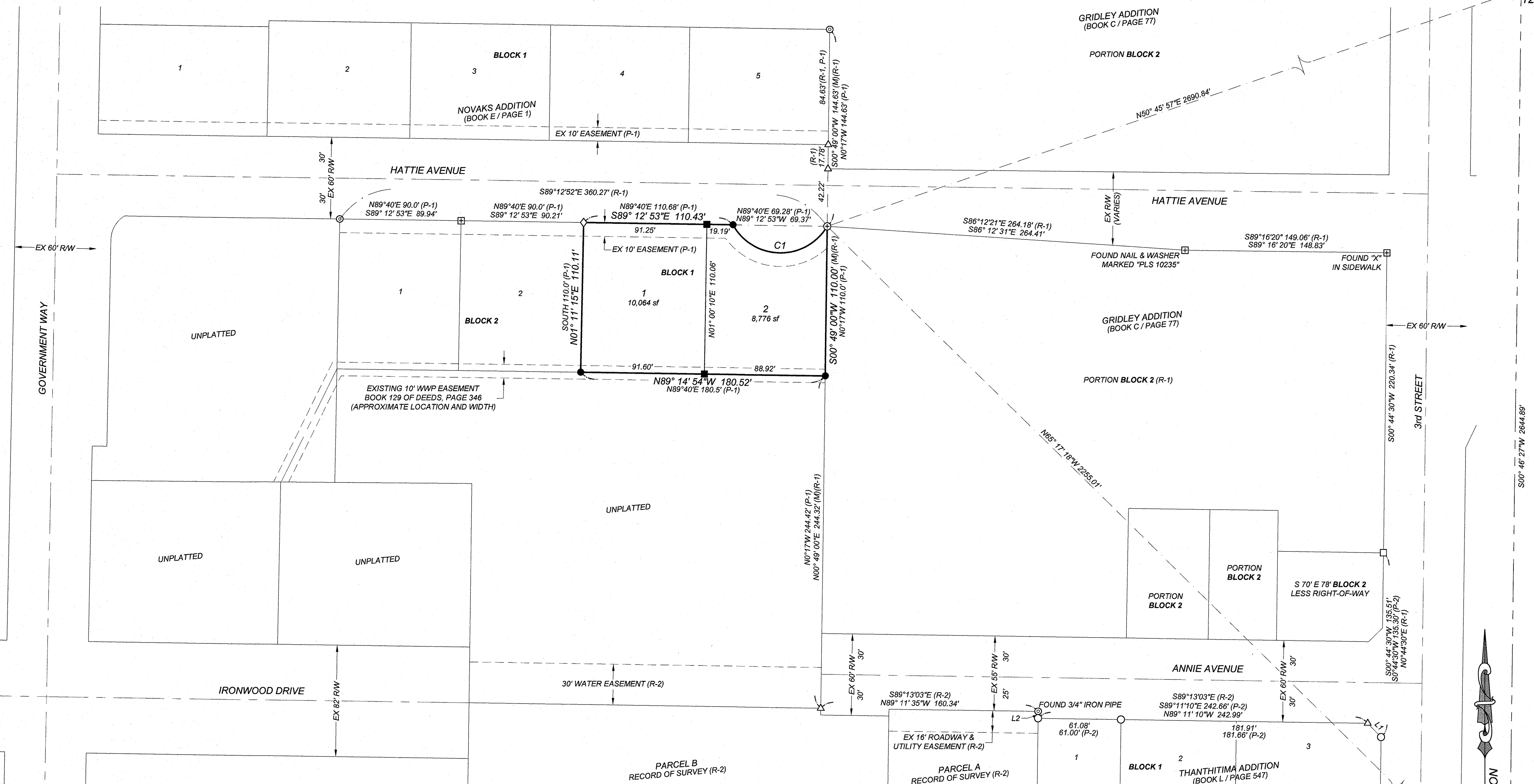
SHAE ESTATES

REPLAT OF LOTS 3 & 4, BLOCK 2 OF NOVAKS ADDITION LYING IN THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK: _____ PAGE: _____

INSTRUMENT No. _____

NORTH QUARTER CORNER
FOUND 2" ALUMINUM CAP MARKED
"PLS 8374" PER CP&F 2026106000



BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS THE IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE (1103) - US SURVEY FEET. BEARINGS ARE GRID BEARINGS AND DISTANCES ARE GROUND DISTANCES. A CONVERGENCE ANGLE OF -00°45'31" AND A CAF OF 0.99999386 WAS CALCULATED AT THE CENTER QUARTER CORNER OF SAID SECTION 12.

NOTE

THERE WAS NO ATTEMPT MADE TO SHOW ALL OF THE PHYSICAL FEATURES OF THIS PROPERTY, NOR ANY EASEMENTS OF RECORD, EXCEPT FOR THOSE SHOWN HEREON.

REFERENCE DOCUMENTS

- (R-1) RECORD OF SURVEY PREPARED BY LAKE CITY ENGINEERING, INC. AND FILED AT BOOK 27 OF SURVEYS, PAGE 415, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-2) RECORD OF SURVEY PREPARED BY J-U-B ENGINEERING, INC. AND FILED AT BOOK 22 OF SURVEYS, PAGE 393, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-1) PLAT OF NOVAKS ADDITION PREPARED BY RAY H. KINDLER AND FILED AT BOOK E OF PLATS, PAGE 1, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-2) PLAT OF THANTHITIMA ADDITION PREPARED BY HULL SURVEYING AND FILED AT BOOK L OF PLATS, PAGE 547, RECORDS OF KOOTENAI COUNTY, IDAHO.

LEGEND

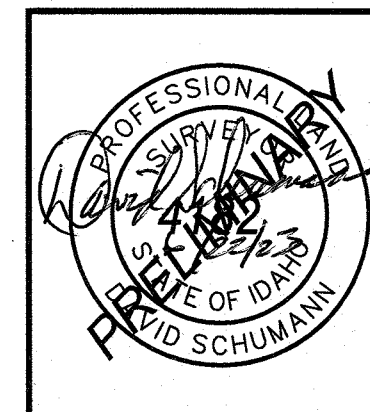
- SET 5/8" x 24" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 4182"
- SET 1/2" x 24" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 4182"
- ◇ FOUND 1/2" REBAR REPLACE WITH 5/8" x 24" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 4182"
- FOUND 1" IRON PIPE OR SIZE AS NOTED
- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 4997"
- ⊕ FOUND 5/8" REBAR WITH ORANGE PLASTIC CAP
- FOUND 1/2" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 4182"
- ⊞ FOUND 1/2" REBAR OR AS NOTED
- △ CALCULATED POINT, NOTHING FOUND OR SET
- BOUNDARY LINE
- LOT LINE
- ADJACENT LOT LINE
- EASEMENT LINE
- CENTER LINE
- SECTION LINE
- TIE LINE

Curve Table						
Curve #	Length	Radius	Delta	Bearing	Chord	Record Data
C1	83.95'	40.00'	120°15'23"	S89°12'53"E	69.37'	R=40' (P-1)

Line Table			
Line #	Bearing	Length	Record Data
L1	S44°16'46"E	14.14'	S44°13'20"E 14.15' (P-2)
L2	S00°44'30"W	5.07'	N0°44'45"E 5.00' (P-2)

SCALE: 1" = 50'

CENTER QUARTER CORNER
FOUND 2" ALUMINUM CAP MARKED
"PLS 10898" PER CP&F 2448514000



CHECKED BY:	DES
DRAFTED BY:	SMA
SCALE:	1" = 50'
DATE:	06/13/2023
JOB NO.:	LCE 23-024

1

2

SHAE ESTATES

BOOK: _____ PAGE: _____

INSTRUMENT No. _____

REPLAT OF LOTS 3 & 4, BLOCK 2 OF NOVAKS ADDITION LYING IN THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

KOOTENAI COUNTY RECORDER

THIS PLAT WAS RECORDED AT THE REQUEST OF CL PROPERTIES ID, LLC FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO, THIS _____ DAY OF _____, 20____, AT _____ M. IN BOOK _____ OF PLATS, PAGE(S) _____, AS INSTRUMENT NUMBER _____

FEE \$ _____

DEPUTY CLERK _____

JENNIFER LOCKE, KOOTENAI COUNTY CLERK

CITY COUNCIL CERTIFICATE

THIS PLAT HAS BEEN ACCEPTED AND APPROVED BY CITY COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO.

DATED THIS _____ DAY OF _____, 20____.

CITY OF COEUR D'ALENE - CLERK _____

CITY OF COEUR D'ALENE - CITY ENGINEER _____

COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES DUE FOR THE PROPERTY DESCRIBED IN THE OWNERS CERTIFICATE AND DEDICATION HAVE BEEN PAID THROUGH _____, 20____.

DATED THIS _____ DAY OF _____, 20____.

KOOTENAI COUNTY TREASURER _____

HEALTH DISTRICT APPROVAL

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON DEQ REVIEW AND APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. WATER AND SEWER LINES HAVE BEEN COMPLETED AND SERVICES CERTIFIED AS AVAILABLE. SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

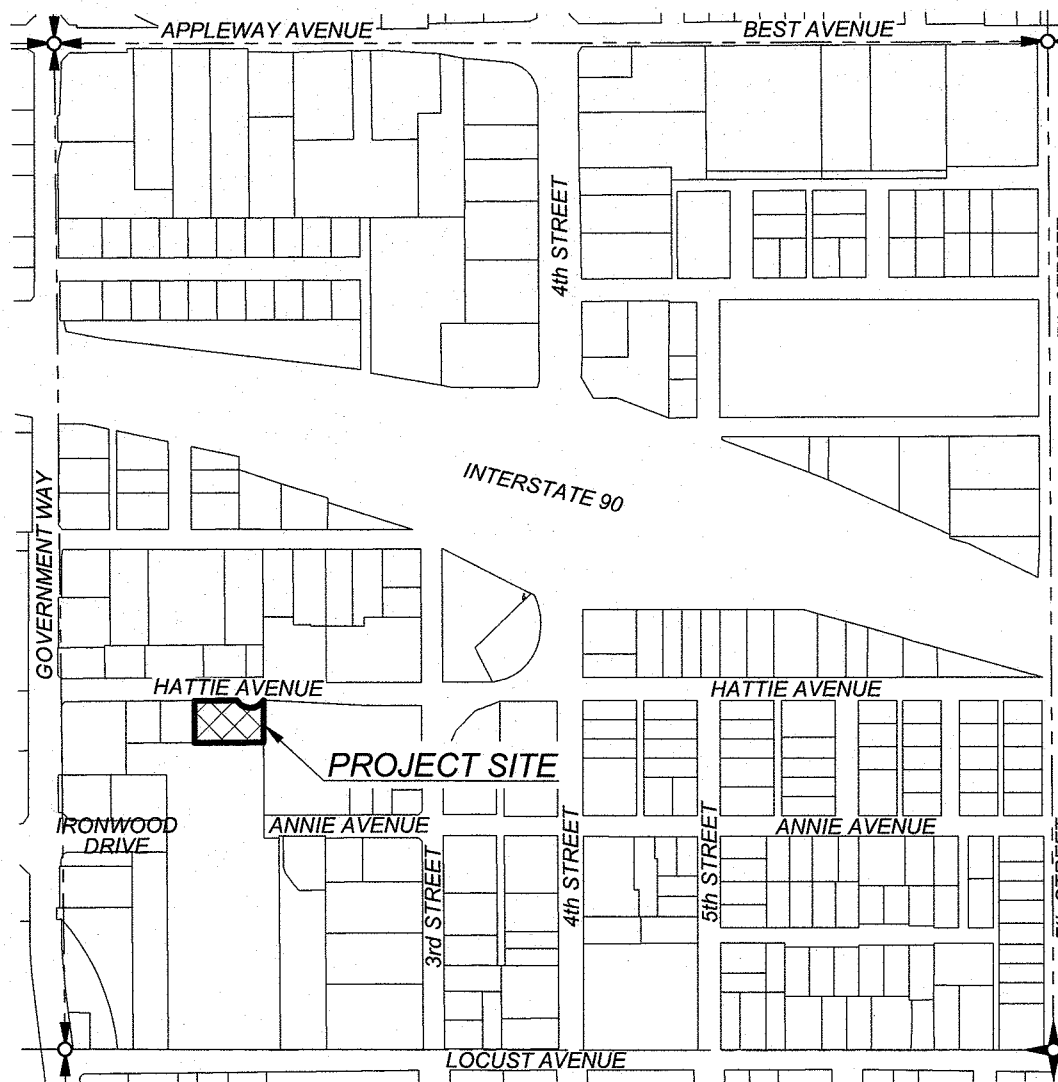
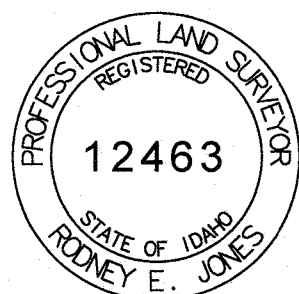
DATED THIS _____ DAY OF _____, 20____.

PANHANDLE HEALTH DISTRICT 1

COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREIN PLAT AND CHECKED THE PLAT COMPUTATIONS AND HAVE DETERMINED THAT THE REQUIREMENTS OF THE STATE CODE PERTAINING TO PLATS AND SURVEYS HAVE BEEN MET.

DATED THIS _____ DAY OF _____, 20____.



NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 50 NORTH, RANGE 4 WEST
VICINITY MAP
SCALE 1" = 500'

SURVEYOR'S NARRATIVE

THE PURPOSE OF THIS PLAT IS TO CREATE LOTS MEETING THE REQUIREMENTS OF THE CITY OF COEUR D'ALENE SUBDIVISION ORDINANCE. THE REFERENCES AND MONUMENTS SHOWN HEREON WERE USED TO DETERMINE THE BOUNDARY LOCATION OF THE SUBJECT PROPERTY.

THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF A TITLE COMMITMENT POLICY PREPARED BY PIONEER TITLE COMPANY, INC. DATED MARCH 29, 2023. ORDER NUMBER 828551.

PLAT BOUNDARY IS BASED ON PUBLIC LAND SURVEY CORNER TIES AND PREVIOUS ADJOINING PLAT WORK AS DEPICTED.

THIS SURVEY WAS PERFORMED USING A COMBINATION OF FIELD TRAVERSING USING A TOPCON GT-503 ROBOTIC TOTAL STATION AND TOPCON GR-5 GNSS BASE UNIT AND RTK ROVER UNIT

SURVEYOR'S CERTIFICATE

I, DAVID SCHUMANN, PROFESSIONAL LAND SURVEYOR #4182, STATE OF IDAHO, DO HEREBY CERTIFY THAT THE PLAT OF SHAE ESTATES IS BASED UPON AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED HEREON, UNDER MY DIRECT SUPERVISION, AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, ARE IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS. ALL INTERIOR CORNERS WILL BE SET, AS SHOWN ON THIS PLAT, ON OR BEFORE ONE YEAR FROM RECORDING OF THIS PLAT, IN ACCORDANCE WITH IDAHO CODE 50-1331 & 50-1303.

David Schumann
DAVID SCHUMANN

6/22/2023
DATE

OWNER'S CERTIFICATE AND DEDICATION

BE IT KNOWN BY THESE PRESENTS THAT CL PROPERTIES ID LLC, AN IDAHO LIMITED LIABILITY COMPANY, DOES HEREBY CERTIFY THAT IT OWNS AND HAS LAID OUT THE LAND EMBRACED WITHIN THIS PLAT TO BE KNOWN AS SHAE ESTATES, BEING A REPLAT OF LOTS 3 AND 4, BLOCK 2 OF NOVAKS ADDITION FILED IN BOOK E OF PLATS AT PAGE 1, RECORDS OF KOOTENAI COUNTY, IDAHO LYING IN THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO.

SAID PARCEL CONTAINING 0.432 ACRES, MORE OR LESS.

BE IT FURTHER KNOWN THAT:

SANITARY SEWER DISPOSAL IS PROVIDED BY CITY OF COEUR D ALENE;

DOMESTIC WATER FOR THIS PLAT IS SUPPLIED BY CITY OF COEUR D ALENE;

CASSANDRA LINDQUIST, GOVERNOR

DATE

CL PROPERTIES ID, LLC

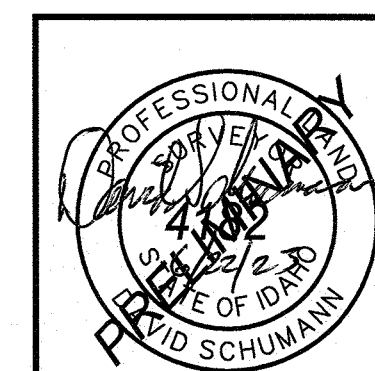
NOTARY CERTIFICATE

STATE OF IDAHO _____)
) SS
COUNTY OF KOOTENAI _____)

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____ IN THE YEAR 20____, BY CASSANDRA LINDQUIST THE GOVERNOR OF THE CL PROPERTIES ID, LLC, AN IDAHO LIMITED LIABILITY COMPANY.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES ON _____



CHECKED BY:	DES
DRAFTED BY:	SMA
SCALE:	N.T.S.
DATE:	06/13/2023
JOB NO:	LCE 23-024

2

2

**GENERAL SERVICES/PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: AUGUST 7, 2023
FROM: CHRIS BOSLEY – CITY ENGINEER
SUBJECT: HMH ENGINEERING 3RD STREET STORMWATER DESIGN AGREEMENT

=====

DECISION POINT:

Should Council approve the 3rd Street Stormwater Design Agreement with HMH Engineering?

HISTORY:

With funding from the Idaho Department of Environmental Quality (IDEQ), the City has begun design and/or construction on three separate stormwater drainage areas with the goal of reducing or eliminating the volume of stormwater that discharges into Lake Coeur d’Alene. The goal of the projects is to reduce the amount of phosphorus that enters the Lake. The latest project awarded to the City under this grant program was for the East Sherman outfall, a small 12-acre drainage area that discharges into Fernan Creek, which ultimately flows to Lake Coeur d’Alene. Recently, IDEQ allowed the City to move our efforts to the 3rd Street outfall with the stipulation that a comparable drainage area would be addressed, at a minimum. By reducing flows to the outfall, this project will reduce the amount of phosphorus entering the Lake and reduce the probability of surcharging the stormwater pipe network and flooding the McEuen parking garage.

FINANCIAL ANALYSIS:

The cost for the design is \$34,675.08, which would be funded through the IDEQ grant. The total funding available for this project is \$190,000. The remaining funds will be used for construction.

PERFORMANCE ANALYSIS:

Approval of this agreement will enable HMH to analyze the stormwater system and design a storage/filtration system. Completing the construction portion will reduce the amount of phosphorus and other pollutants discharging into the Lake and reduce the probability of future flooding of the McEuen parking garage.

DECISION POINT/RECOMMENDATION: City Council should approve the 3rd Street Stormwater Design Agreement with HMH Engineering.

RESOLUTION NO. 23-061

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH HMM, LLC, d/b/a HMM ENGINEERING, FOR DESIGN OF THE 3RD STREET STORMWATER DRAINAGE IMPROVEMENTS, IN AN AMOUNT NOT TO EXCEED \$34,675.08.

WHEREAS, the City Engineer for the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a Professional Services Agreement with HMM, LLC, d/b/a HMM Engineering, for design of the 3rd Street Stormwater Drainage Improvements, in an amount not to exceed \$34,675.08, pursuant to terms and conditions set forth in said Professional Services Agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to enter into such Professional Services Agreement.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a Professional Services Agreement with HMM, LLC, d/b/a HMM Engineering, for design of the 3rd Street Stormwater Drainage Improvements, in an amount not to exceed \$34,675.08, in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said Professional Services Agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 15th day of August, 2023.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.

PROFESSIONAL SERVICES AGREEMENT
for
STORMWATER IMPROVEMENTS

THIS Professional Services Agreement is made and entered into this 15th day of August, 2023, between the **CITY OF COEUR D’ALENE**, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the “**CITY**,” and **HMH, LLC, d/b/a HMH ENGINEERING**, a limited liability company duly organized and existing in the state of Idaho, with its principal place of business at 3882 N. Schreiber Way, Ste. 104, Coeur d’Alene, Idaho, hereinafter referred to as the “**CONSULTANT**.”

W I T N E S S E T H:

WHEREAS, in compliance with State law and the **CITY**’s policies, the **CONSULTANT** has been selected to perform professional services on the basis of qualifications and demonstrated competence; and

WHEREAS, it was deemed to be in the best interests of the **CITY** to retain the **CONSULTANT**; and

WHEREAS, the **CONSULTANT** and the **CITY** have reached this Agreement to analyze and develop construction documents to capture, store, and infiltrate stormwater at Phippeny Park in Coeur d’Alene, and to evaluate other stormwater treatment improvements with the 3rd Street drainage basin to include in construction documents if feasible, hereinafter referred to as the “**Work**,” according to the Project Documents, including the Detailed Scope of Work (Exhibit “A”), which Project Documents are incorporated herein by reference.

NOW, THEREFORE,

IT IS AGREED that, for and in consideration of the covenants and agreements made and to be performed by the **CITY** as set forth herein, the **CONSULTANT** shall complete the **Work**, furnishing all services therefor according to the Project Documents. All services performed shall be of the high quality typically provided by members of the **CONSULTANT**’s profession.

SECTION 1. EMPLOYMENT OF CONSULTANT. The **CITY** agrees to engage the **CONSULTANT** and the **CONSULTANT** agrees to perform the services as described in Section 2 hereof.

SECTION 2. SCOPE OF SERVICES.

A. The **CONSULTANT** shall perform the services described in the Detailed Scope of Services attached hereto and incorporated herein by reference as Exhibit “A.”

B. The **CONSULTANT** shall perform all the necessary ancillary services respecting the tasks set forth in the Scope of Services.

C. It is understood that the following services are not included in this Scope of Service, but may be provided at additional expense as may be agreed by the parties: Geotechnical Engineering or Percolation Testing, Construction Phase Services, and Construction Cost Estimate.

D. If **CONSULTANT** discovers conditions or circumstances that it had not contemplated at the commencement of this Agreement and/or which are inconsistent with the general assumptions of the parties as articulated herein, **CONSULTANT** will notify Client in writing of the changed conditions. Following notification, Client and **CONSULTANT** shall renegotiate the terms and conditions of this Agreement in good faith. If **CONSULTANT** and Client cannot agree upon amended terms and conditions within 30 days after notification of the changed conditions, **CONSULTANT** may terminate this Agreement and shall be compensated for all work performed as of the date of termination.

E. **CONSULTANT's** services exclude any services related to hazardous materials or a hazardous environmental condition, including hazardous materials as defined by federal, state and local law. Discovery of hazardous materials after the date of execution of this Agreement mandates renegotiation of **CONSULTANT's** scope of work or suspension or termination of services.

SECTION 3. PERSONNEL.

A. The **CONSULTANT** represents that it has or will secure at its own expense all personnel required to perform its services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the **CITY**.

B. All of the services required hereunder will be performed by the **CONSULTANT** or under its direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

C. The **CONSULTANT** agrees to maintain Worker's Compensation coverage on all employees, including the employees of subcontractors, during the term of this Contract as required by Title 72, Idaho Code. In addition to a certificate of insurance, the **CONSULTANT** shall furnish to the **CITY**, prior to commencement of the work, such evidence as the **CITY** may require guaranteeing contributions which will come due under the Employment Security Law including, at the option of the **CITY**, a surety bond in an amount sufficient to make such payments. Should the **CONSULTANT** fail to maintain the required Worker's Compensation insurance during the entire term hereof, the **CONSULTANT** shall indemnify the **CITY** against any loss resulting to the **CITY** from such failure, either by way of compensation or additional premium liability.

SECTION 4. TIME OF PERFORMANCE. The services of the **CONSULTANT** shall commence upon execution of this Agreement by the **CITY** and shall be completed on or before December 31, 2023. The period of performance may be extended for additional periods only by the mutual written agreement of the parties.

SECTION 5. COMPENSATION.

A. Subject to the provisions of this Agreement, the **CITY** shall pay the **CONSULTANT** a sum not to exceed Thirty-four Thousand Six Hundred Seventy-five and 08/100 Dollars (\$34,675.08), unless authorized in writing by the **CITY**. This compensation includes both fees and reimbursable costs.

B. Except as otherwise provided in this Agreement, the **CITY** shall not provide any additional compensation, payment, use of facilities, services, or other thing of value to the **CONSULTANT** in connection with performance of its duties under this Agreement. The parties understand and agree that administrative overhead and other indirect or direct costs the **CONSULTANT** may incur in the performance of its obligations under this Agreement have already been included in computation of the **CONSULTANT**'s fee and may not be charged to the **CITY**.

SECTION 6. METHOD AND TIME OF PAYMENT. Monthly progress payments must be submitted by the 10th of the month for work done in the previous calendar month. Partial payment shall be made by the end of each calendar month for the work completed in the previous calendar month and certified by the **CONSULTANT**. Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council.

SECTION 7. STANDARD OF PERFORMANCE; DISCLAIMER OF WARRANTIES.

A. **Level of Services.** **CONSULTANT** offers different levels of professional services to suit the desires and needs of differing projects and clients. Although the possibility of error can never be eliminated, more detailed and extensive Services yield more information and reduce the probability of error, but at increased costs. Client must determine the level of Services adequate for its purposes. Client has reviewed the Scope of Engagement and has determined that it does not need or want a greater level of Services than that being provided.

B. **Standard of Care.** Subject to the limitations inherent in the agreed Scope of Engagement as to the degree of care, the amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement, **CONSULTANT** will perform its Services consistent with that level of care and skill ordinarily exercised by other professional engineers practicing in the same locale and under similar circumstances at the time the Services are performed.

C. **No Warranty.** No warranty, express or implied, is included or intended by this Agreement.

SECTION 8. TERMINATION OF AGREEMENT FOR CAUSE. If, through any cause within the **CONSULTANT**'s reasonable control, the **CONSULTANT** shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the **CONSULTANT** shall violate any of the covenants, agreements, or stipulations of this Agreement, the **CITY** shall provide the **CONSULTANT** a written statement of the deficiency and shall provide a reasonable time to remedy the deficiency. If the **CONSULTANT** fails to cure the deficiency, the **CITY** shall have the right to terminate this Agreement by giving written notice to the **CONSULTANT** of such termination and specifying the effective date thereof. Such written notice shall be provided to the **CONSULTANT** at least five (5) days before the effective date of such termination. In that event, all finished or unfinished hard copy documents, data, studies, surveys, and reports or other materials prepared by the **CONSULTANT** under this Agreement shall, at the option of the **CITY**, become its property, and the **CONSULTANT** shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred.

SECTION 9. TERMINATION FOR CONVENIENCE. The **CITY** may terminate this Agreement at any time by giving thirty (30) days' written notice to the **CONSULTANT** of such termination and specifying the effective date of such termination. In that event, all finished or unfinished hard copy documents, data, studies, surveys, and reports or other materials prepared by the **CONSULTANT** under this Agreement shall, at the option of the **CITY**, become its property. The **CONSULTANT** shall be entitled to receive compensation not to exceed the amount reasonably billed for work actually done and expenses reasonably incurred as of the effective date of the termination.

SECTION 10. MODIFICATIONS. The **CITY** may, from time to time, require modifications to the Scope of Services, Exhibit "B," to be performed under this Agreement. The type and extent of such services cannot be determined at this time; however, the **CONSULTANT** agrees to do such work as ordered in writing by the **CITY**, and the **CITY** agrees to compensate the **CONSULTANT** for such work accomplished by written amendment to this Agreement.

SECTION 11. NON-DISCRIMINATION.

A. The **CONSULTANT** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, sexual orientation and/or gender identity/expression. The **CONSULTANT** shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, sexual orientation and/or gender identity/expression. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The **CONSULTANT** agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided setting forth the provisions of this

nondiscrimination clause. The **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONSULTANT**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin, sexual orientation and/or gender identity/expression. The **CONSULTANT** will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each sub-consultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

B. The **CONSULTANT** shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the **CITY** may require.

C. The **CONSULTANT** shall comply, if applicable, with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the “Regulations”), which are herein incorporated by reference and made a part of this Agreement. In addition, the **CONSULTANT** shall comply with the requirements of Chapter 9.56, Coeur d’Alene Municipal Code.

D. The **CONSULTANT**, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, national origin, sexual orientation, and/or gender identity/expression, in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The **CONSULTANT** shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations or discrimination prohibited by Chapter 9.56, Coeur d’Alene Municipal Code.

E. In all solicitations either by competitive bidding or negotiations made by the **CONSULTANT** for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the **CONSULTANT** of the **CONSULTANT**’s obligations under this Agreement and the Regulations and Municipal Code relative to non-discrimination on the grounds of race, color, sexual orientation and/or gender identity/expression, national origin, sexual orientation, and/or gender identity/expression.

F. The **CONSULTANT** shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the **CITY** or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the **CONSULTANT** is in the exclusive possession of another who fails or refuses to furnish this information, the

CONSULTANT shall so certify to ITD or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

G. In the event of the **CONSULTANT**'s non-compliance with the non-discrimination provisions of this Agreement, the **CITY** shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

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

The **CONSULTANT** shall include the provisions of paragraphs (C) through (G) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The **CONSULTANT** shall take such action with respect to any sub-consultant or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the **CONSULTANT** becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the **CONSULTANT** may request ITD enter into such litigation to protect the interests of the state and, in addition, the **CONSULTANT** may request the USDOT enter into such litigation to protect the interests of the United States.

SECTION 12. ANTI-BOYCOTT CERTIFICATION. Pursuant to Idaho Code § 67-2346, the **CONSULTANT** 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. This provision shall not apply if the Agreement has a total potential value of less than one hundred thousand dollars (\$100,000.00) or if the **CONSULTANT** has fewer than ten (10) employees.

SECTION 13. CHINESE OWNERSHIP CERTIFICATION. Pursuant to Idaho Code § 67-2359, the **CONSULTANT** 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 the People's Republic of China.

SECTION 14. ASSIGNABILITY.

- A. The **CONSULTANT** shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the **CITY** thereto. Provided, however, that claims for money due or to become due to the **CONSULTANT** from the **CITY** under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the **CITY**.
- B. The **CONSULTANT** shall not delegate duties or otherwise subcontract work or services under this Agreement without the prior written approval of the **CITY**.

SECTION 15. Interest of Consultant. The **CONSULTANT** covenants that neither it nor its owners or officers presently have an interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The **CONSULTANT** further covenants that, in the performance of this Agreement, no person having any such interest shall be employed on the Work.

SECTION 16. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the **CONSULTANT** under this Agreement which the **CITY** requests to be kept confidential shall not be made available to any individual or organization by the **CONSULTANT** without the prior written approval of the **CITY**.

SECTION 17. Publication, Reproduction and Use of Materials. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The **CITY** shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. The **CONSULTANT** shall provide copies of such work products to the **CITY** upon request. The **CITY** may make and retain copies of Documents for information and reference in connection with use on the Project by the **CITY**. Such Documents are not intended or represented to be suitable for reuse by the **CITY** or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by the **CONSULTANT**, as appropriate for the specific purpose intended, will be at the **CITY**'s sole risk and without liability or legal exposure to the **CONSULTANT** and the **CONSULTANT**'s sub-consultants. To the extent allowed by law, the **CITY** shall indemnify and hold harmless the **CONSULTANT** and **CONSULTANT**'s sub-consultants from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.

SECTION 18. Audits and Inspection. The **CONSULTANT** shall provide access for the **CITY** and any duly authorized representatives to any books, documents, papers, and records of the **CONSULTANT** that are directly pertinent to this specific agreement for the purpose of making audit, examination, excerpts, and transcriptions. The **CONSULTANT** shall retain all records pertinent to the project for three years after final payment and all other pending matters are closed.

SECTION 19. Jurisdiction; Choice of Law. Any civil action arising from this Agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County, Idaho. The laws of the state of Idaho shall govern the rights and obligations of the parties.

SECTION 20. Non-Waiver. The failure of the **CITY** at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the **CITY** thereafter to enforce each and every protection hereof.

SECTION 21. Permits, Laws and Taxes. The **CONSULTANT** shall acquire and maintain in good standing all permits, licenses and other documents necessary to its performance under this Agreement, including all necessary licenses and certifications for its employees. All actions taken by the **CONSULTANT** under this Agreement shall comply with all applicable statutes, ordinances, rules, and regulations. The **CONSULTANT** shall pay all taxes pertaining to its performance under this Agreement.

SECTION 22. Relationship of the Parties. The **CONSULTANT** shall perform its obligations hereunder as an independent contractor of the **CITY**. The **CITY** may administer this Agreement and monitor the **CONSULTANT**'s compliance with this Agreement, but shall not supervise or otherwise direct the **CONSULTANT** except to provide recommendations and to provide approvals pursuant to this Agreement. The parties agree to assist and cooperate with each other in any manner necessary and within their respective abilities to facilitate completion of this Project.

SECTION 23. Integration. This Agreement, and all appendices and amendments thereto, embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

SECTION 24. Hold Harmless.

- A. The **CONSULTANT** shall save, hold harmless, indemnify, and defend the **CITY**, its officers, agents and employees from and against any and all damages or liability arising out of the acts, errors, omissions, or negligence, including costs and expenses, for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by any person or persons or property arising from the **CONSULTANT**'s performance of this Agreement and not arising from the **CONSULTANT**'s professional services. To this end, the **CONSULTANT** shall maintain general liability insurance in at least the amount set forth in Section 25(A).
- B. The **CONSULTANT** shall save, hold harmless, and indemnify the **CITY**, its officers, agents, and employees from and against damages or liability arising out of the **CONSULTANT**'s negligent acts, errors, or omissions, including costs and

expenses for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by persons or property to the extent arising from the **CONSULTANT**'s negligent performance of this Agreement, including but not limited to the **CONSULTANT**'s professional services. To this end, the **CONSULTANT** shall maintain Errors and Omissions insurance in at least the amounts set forth in Section 25(B).

SECTION 25. Notification. Any notice under this Agreement may be served upon the **CONSULTANT** or the **CITY** by mail at the following addresses:

City of Coeur d'Alene
710 E. Mullan Ave.
Coeur d'Alene, ID 83814
Attn.: Renata McLeod, City Clerk

HMH, LLC
3882 N. Schreiber Way, Ste. 104
Coeur d'Alene, ID 83815
Attn.:

SECTION 26. Standard of Performance and Insurance.

- A. The **CONSULTANT** shall maintain general liability insurance naming the **CITY**, its entities, and its representatives as additional insureds in the amount of at least \$500,000.00 for property damage or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for by Idaho Code § 6-924.
- B. In performance of professional services, the **CONSULTANT** will use that degree of care and skill ordinarily exercised under similar circumstances by members of the **CONSULTANT**'s profession. Should the **CONSULTANT** or any of the **CONSULTANT**'s employees be found to have been negligent in the performance of professional services from which the **CITY** sustains damage, the **CONSULTANT** has obtained Errors and Omission Insurance with limits of at least five hundred thousand dollars (\$500,000.00). The **CONSULTANT** shall maintain, and furnish proof thereof, coverage for a period of two years following the completion of the project.
- C. The **CONSULTANT** shall obtain and maintain auto liability insurance with limits in the amount of at least \$500,000.00 for the duration of the project.

D. Prior to work under this Agreement, the **CONSULTANT** shall furnish to the **CITY** certificates of the insurance coverages required herein, which certificates must be approved by the City Attorney. Certificates shall provide for at least thirty (30) days' notice to the **CITY** prior to cancellation of the policy for any reason. In addition, the **CONSULTANT** shall promptly notify the **CITY** when the policy is canceled.

IN WITNESS WHEREOF, this agreement executed the day and year first written above.

CITY OF COEUR D'ALENE

HMH, LLC

James Hammond, Mayor

_____, President

ATTEST:

ATTEST:

Renata McLeod, City Clerk

Secretary

EXHIBIT “A”

7/19/2023

DETAILED SCOPE OF WORK CITY OF COEUR D’ALENE

3RD STREET STORMWATER OUTFALL VOLUME REDUCTION

Project Description

The City of Coeur d’Alene has a stormwater outfall located at the 3rd Street boat launch near McEuen Park. The City intends to divert stormwater into a storage/treatment/infiltration system at Phippeny Park. The intent is to capture, store, and infiltrate stormwater while leaving the existing outfall in place as overflow for storm events larger than 25-years. The City will also examine other areas for stormwater treatment improvements.

HMH will assist the City by evaluating the existing City stormwater system and providing design for the new treatment area. HMH will develop constructable plans and specifications. If the City requests additional services not specifically called out, they can be added as additional services if they become necessary.

Project Understanding

For items or tasks left out or specifically not included in this scope, these services may be added as additional services at the Cities request if they become necessary.

1. Landscaping is not included in this scope. The City will provide all landscaping elements to include, seeding, and erosion control measures for the project.

A geotechnical consultant is not included in this scope.

No environmental element is included in the scope.

It is understood the City will provide all necessary erosion and sediment control and permitting for the project during construction, including a SWPPP if necessary.

HMH will call for utility locates and survey-tie any marked utilities but the scope does not include coordinating existing or future work with utility entities.

This project will be developed using ISPWC and City standards and details on 11”x17” plan sheets.

This scope assumes the required field work survey will occur during non-winter conditions. Snow on the ground may delay survey work.

Scope of Services

The scope is organized by the following tasks:

Task 1	Project Administration
Task 2	Survey
Task 3	Hydraulics
Task 4	Coordination Meeting
Task 5	Conceptual Design

Task 6 Final Design

Task 1 Project Administration

This will consist of the management of the project and involve administrative tasks that are required of the Consultant during the course of project development, including setting up and maintaining project accounting procedures, billing coordination, monitoring project budget, and general project coordination. Invoices will be submitted monthly via email in PDF format.

Task 2 Survey

HMH will perform the topographic surveying for the project, itemized as follows:

- The topographic survey will encompass the proposed system location at Phippeny Park. HMH will survey the storage/treatment/infiltration system location in detail.
- HMH will determine through the One Call process existing underground utilities within the project area.
- HMH will process survey field data to be imported into AutoCAD. Quality control and assurance will be performed on all linework to verify horizontal and vertical accuracy.

Task 3 Hydraulics

HMH will examine the existing storm drain systems in Autodesk Storm and Sanitary Analysis using the 25-year flows, 24-hour duration storm events. This analysis will determine the existing drainage system capacity and highlight any deficiencies. This scope of work does not include any subsurface engineering or geotechnical work. HMH will make an assumption on the percolation rates for the encompassed watershed to the outfall described for the purpose of design. These rates will need to be verified by the City. HMH will estimate stormwater discharges into the proposed stormwater filter systems and work with a vendor to determine the optimum stormwater filter system. This task includes preparing the Conceptual Design of the stormwater filter system. Plan and profile sheets will be prepared. Existing and proposed manholes will be identified with invert elevations. The proposed stormwater filter system will be detailed.

Task 4 Coordination Meetings

HMH assumes several agencies will be interested in the project. This scope provides time for HMH to attend two agency meetings.

Task 5 PS&E

HMH will prepare a plans, specifications, and estimate (PS&E) package based on the Hydraulics review comments provided by the City. PS&E will include constructable plans and specifications for the proposed design work.

EXHIBIT A

7/19/2023

DETAILED SCOPE OF WORK

CITY OF COEUR D'ALENE

3RD STREET STORMWATER OUTFALL VOLUME REDUCTION

Project Description

The City of Coeur d'Alene has a stormwater outfall located at the 3rd Street boat launch near McEuen Park. The City intends to divert stormwater into a storage/treatment/infiltration system at Phippeny Park. The intent is to capture, store, and infiltrate stormwater while leaving the existing outfall in place as overflow for storm events larger than 25-years. The City will also examine other areas for stormwater treatment improvements.

HMH will assist the City by evaluating the existing City stormwater system and providing design for the new treatment area. HMH will develop constructable plans and specifications. If the City requests additional services not specifically called out, they can be added as additional services if they become necessary.

Project Understanding

For items or tasks left out or specifically not included in this scope, these services may be added as additional services at the Cities request if they become necessary.

1. Landscaping is not included in this scope. The City will provide all landscaping elements to include, seeding, and erosion control measures for the project.
2. A geotechnical consultant is not included in this scope.
3. No environmental element is included in the scope.
4. It is understood the City will provide all necessary erosion and sediment control and permitting for the project during construction, including a SWPPP if necessary.
5. HMH will call for utility locates and survey-tie any marked utilities but the scope does not include coordinating existing or future work with utility entities.
6. This project will be developed using ISPWC and City standards and details on 11"x17" plan sheets.
7. This scope assumes the required field work survey will occur during non-winter conditions. Snow on the ground may delay survey work.

Scope of Services

The scope is organized by the following tasks:

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Task 6	Final Design

Task 1 Project Administration

This will consist of the management of the project and involve administrative tasks that are required of the Consultant during the course of project development, including setting up and maintaining project

EXHIBIT A

accounting procedures, billing coordination, monitoring project budget, and general project coordination. Invoices will be submitted monthly via email in PDF format.

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HMH assumes several agencies will be interested in the project. This scope provides time for HMH to attend two agency meetings.

Task 5 PS&E

HMH will prepare a plans, specifications, and estimate (PS&E) package based on the Hydraulics review comments provided by the City. PS&E will include constructable plans and specifications for the proposed design work.

OTHER BUSINESS

**CITY COUNCIL
STAFF REPORT**

DATE: August 15, 2023
FROM: Terry Pickel, Water Department Director
SUBJECT: Request for signatory authority for Water Rights Attorney to sign the Avista / Governor's Lake Water Rights Agreement

=====

DECISION POINT: Should City Council grant authority for signing of the Avista and Governor's Water Rights Agreement on behalf of the City to Candice McHugh of McHugh Bromley, PLLC?

HISTORY: The Coeur d'Alene / Spokane River Basin (CSRB) 95 water rights adjudication process has been ongoing since 2011. Legal claim to the ground water rights have been recently completed and summarily granted for the most part. While we have been approved for a portion of our original lake water rights, there have been legal objections filed by Avista, the Tribe and the Governor's office which have prevented final approval. Candice McHugh of McHugh Bromley PLLC, was selected as our legal representative during the adjudication process. Separate negotiations were pursued, one involving Avista and the Governor's office and the other between the federal government, the state and the tribe. The City was an objector listed in both negotiation processes to preserve our lake water rights.

FINANCIAL ANALYSIS: While there is no immediate financial impact to the city water utility, the long term impacts of not signing could potentially affect tourism in our region if current lake levels are not maintained. The city also uses lake and river sources for irrigation of several parks.

PERFORMANCE ANALYSIS: Preservation of current lake levels through this agreement will have a profound effect on the regional economy to ensure tourism and recreation for generations to come. It will also ensure that the City can provide inexpensive irrigation resources to City Park facilities as well as other uses.

DECISION POINT: City Council should grant authority for signing of the Avista and Governor's Water Rights Agreement on behalf of the City to Candice McHugh of McHugh Bromley, PLLC.

RESPONDENTS

North Idaho Water Rights Alliance
Northwest Property Owners Association
Coeur d’Alene Lakeshore Property Owners
Hagadone Hospitality Co.

RESPONDENT

City of Coeur d’Alene

Norman Semanko, Attorney at Law Date

Candice McHugh, Attorney at Law Date

RESPONDENT

Avista Corporation

Chris Bromley, Attorney at Law Date

IDWR Concurrence:

Craig Saxton Date
Manager, Water Rights Adjudication

Garrick L. Baxter Date
Deputy Attorney General
Attorney for IDWR

CERTIFICATE OF SERVICE

I hereby certify that on this ____ day of _____, 2023, I caused to be served a copy of the Standard Form 5 by the following method to:

1. Original to:

Clerk of the District Court	___ Overnight Mail
Coeur d’Alene-Spokane River Basin Adj.	___ Regular Mail
PO Box 2707	___ Hand-delivered
Twin Falls, ID 83303-2707	___ Facsimile

2. Copies to:

IDWR Document Depository	___ Overnight Mail
322 East Front St.	___ Regular Mail
PO Box 83720	___ Hand-delivered
Boise, ID 83720-0098	___ Facsimile

Office of the Governor	___ Overnight Mail
Represented by:	___ Regular Mail
Office of the Attorney General	___ Hand-Delivered
State of Idaho	___ Facsimile
PO Box 83720	
Boise, ID 83720-0010	

State of Idaho	___ Overnight Mail
Represented by:	___ Regular Mail
Office of the Attorney General	___ Hand-Delivered
State of Idaho	___ Facsimile
PO Box 83720	
Boise, ID 83720-0010	

	___ Overnight Mail
North Idaho Water Rights Alliance	___ Regular Mail
Northwest Property Owners Association	___ Hand-Delivered
Coeur d’Alene Lakeshore Property Owners	___ Facsimile
Hagadone Hospitality Co.	
Represented by:	
Norman Semanko	
Parsons Behle & Latimer	
800 West Main Street Ste 1300	
Boise, ID 83702	

City of Coeur d'Alene
Represented by:
Candice McHugh
380 S 4th Street Ste 103
Boise, ID 83702

Overnight Mail
 Regular Mail
 Hand-Delivered
 Facsimile

Avista Corporation
Represented by:
Chris Bromley
380 S 4th Street Ste 103
Boise, ID 83702

Overnight Mail
 Regular Mail
 Hand-Delivered
 Facsimile

Signature of Person delivering this
document

RESPONDENTS

North Idaho Water Rights Alliance
Northwest Property Owners Association
Coeur d’Alene Lakeshore Property Owners
Hagadone Hospitality Co.

Norman M. Semanko, Attorney at Law Date

IDWR Concurrence:

Craig Saxton Date
Manager, Water Rights Adjudication

Garrick L. Baxter Date
Deputy Attorney General
Attorney for IDWR

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Avista Corporation	___ Overnight Mail
Represented by:	___ Regular Mail
Chris M. Bromley	___ Hand-Delivered
380 S 4 th Street Ste 103	___ Facsimile
Boise, ID 83702	

State of Idaho	___ Overnight Mail
Represented by:	___ Regular Mail
Office of the Attorney General	___ Hand-Delivered
PO Box 83720	___ Facsimile
Boise, ID 83720-0010	

North Idaho Water Rights Alliance	___ Overnight Mail
Northwest Property Owners Association	___ Regular Mail
Coeur d’Alene Lakeshore Property Owners	___ Hand-Delivered
Hagadone Hospitality Co.	___ Facsimile
Represented by:	
Norman M. Semanko	
800 West Main Street Ste 1300	
Boise, ID 83702	

Signature of Person delivering this document

~~Storing water in Coeur d Alene Lake under this right and Right No. 95-9119 is to maintain the surface elevation of the lake at or near 2128 feet until the first Tuesday after Labor Day. above MSL from the time when the lake elevation stabilizes at or near 2128 feet above MSL after spring runoff until the first Tuesday after Labor Day.~~

Storage of water under this right and Right No. 95-9119 achieves, stabilizes, and maintains the lake elevation at or near 2128 feet as early as practicable each year until the first Tuesday after Labor Day. The water stored under this right is then released for generating power.

Power generation is at the Post Falls Power Plant.

PLACE OF USE: POWER FROM STORAGE in KOOTENAI County
T50N R05W S04 SENE

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

This decree does not alter, amend, or modify the State of Idaho's Clean Water Act Section 401 Certification or the Federal Energy Regulatory Commission's license for the Spokane River Project.

The lake elevations under this right and Right No. 95-9119 are measured at the USGS Coeur d'Alene Lake Gage (12415500) at Coeur d'Alene, ID.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

The points of diversion are the three dams on the Spokane River at Post Falls.

Parcel No. 50N05W042300

RESPONDENTS

North Idaho Water Rights Alliance
Northwest Property Owners Association
Coeur d’Alene Lakeshore Property Owners
Hagadone Hospitality Co.

Norman M. Semanko, Attorney at Law Date

IDWR Concurrence:

Craig Saxton Date
Manager, Water Rights Adjudication

Garrick L. Baxter Date
Deputy Attorney General
Attorney for IDWR

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322 East Front St.
PO Box 83720
Boise, ID 83720-0098

___ Overnight Mail
___ Regular Mail
___ Hand-delivered
___ Facsimile

Avista Corporation
Represented by:
Chris M. Bromley
380 S 4th Street Ste 103
Boise, ID 83702

___ Overnight Mail
___ Regular Mail
___ Hand-Delivered
___ Facsimile

State of Idaho
Represented by:
Office of the Attorney General
PO Box 83720
Boise, ID 83720-0010

___ Overnight Mail
___ Regular Mail
___ Hand-Delivered
___ Facsimile

North Idaho Water Rights Alliance
Northwest Property Owners Association
Coeur d’Alene Lakeshore Property Owners
Hagadone Hospitality Co.
Represented by:
Norman M. Semanko
800 West Main Street Ste 1300
Boise, ID 83702

___ Overnight Mail
___ Regular Mail
___ Hand-Delivered
___ Facsimile

Signature of Person delivering this document

05/04/2023

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 95-9119

NAME AND ADDRESS: AVISTA CORP
DIRECTOR OF ENVIRONMENTAL AFFAIRS MSC-1
PO BOX 3727
1411 E MISSION AVE
SPOKANE WA 99202-3727

SOURCE: COEUR D ALENE LAKE **TRIBUTARY:** SPOKANE RIVER

SPOKANE RIVER **TRIBUTARY:** COLUMBIA RIVER

QUANTITY: 53,338.00 AFY

The quantity identified is to achieve a water surface elevation at or near 2128 feet and to generate power from storage.

A volume of water in addition to the volume described above may be stored in a single year if the additional volume is necessary for the purpose of stabilizing and maintaining the elevation of Coeur d Alene Lake at or near 2128 feet. The volume described above and the additional volume of water is subject to the subordination provisions below.

~~The volume of water for power storage under this right is deemed satisfied when the elevation of Coeur d Alene Lake stabilizes at or near 2128 feet above mean sea level (MSL) following the spring runoff as measured at the USGS Coeur d Alene Lake Gage (12415500) at Coeur d Alene, ID.~~

PRIORITY DATE: 05/01/1941

~~The use of water confirmed in this right shall be junior and subordinate to permits, licenses, or decrees for all uses within the State of Idaho with a priority date of, or earlier than, July 25, 2018, diverted upstream from all three the points of diversion for this right.~~

~~The use of water confirmed in this right shall be junior and subordinate to permits, licenses, or decrees for all uses, except for permits, licenses, or decrees for irrigation storage or power purposes, within the State of Idaho with a priority date later than July 25, 2018, diverted upstream from all three the points of diversion for this right.~~

~~The use of water confirmed in this right shall not be subordinate to permits, licenses, or decrees within the State of Idaho diverted downstream from all three the points of diversion for this right.~~

POINT OF DIVERSION:

T50N R05W S3 NWSW Within KOOTENAI County
T50N R05W S3 SWSW Within KOOTENAI County
T50N R05W S4 SENE Within KOOTENAI County

PURPOSE AND PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
POWER STORAGE	<u>01/01 12/31</u> 05/01-10/31	53,338.00 AFY
POWER FROM STORAGE	<u>01/01 12/31</u> 09/02-10/31	53,338.00 AFY

~~This right is for the maintenance of the lake elevation at or near 2128 feet above MSL for the power head at the Post Falls middle channel dam to generate power under Right Nos. 95-4518 and 95-8003. The period of use for power storage begins each year when the lake elevation stabilizes at or near 2128 feet above MSL following the spring runoff. The releasing of water from storage under this right begins the first Tuesday after Labor Day of each year. The release of stored water for power generation continues as required until a lake elevation of 2126.5 feet above MSL is achieved.~~

~~Storing water in Coeur d'Alene Lake under this right and Right No. 95-9115 is to maintain the surface elevation of the lake at or near 2128 feet above MSL from the time when the lake elevation stabilizes at or near 2128 feet above MSL following spring runoff until the first Tuesday after Labor Day.~~

Storage of water under this right and Right No. 95-9115 achieves, stabilizes, and maintains the lake elevation at or near 2128 feet as early as practicable each year until the first Tuesday after Labor Day. The water stored under this right is then released for generating power.

Power generation is at the Post Falls Power Plant.

PLACE OF USE: POWER FROM STORAGE in KOOTENAI County
T50N R05W S04 SENE

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

This decree does not alter, amend, or modify the State of Idaho's Clean Water Act Section 401 Certification or the Federal Energy Regulatory Commission's license for the Spokane River Project.

The lake elevations under this right and Right No. 95-9115 are measured at the USGS Coeur d'Alene Lake Gage (12415500) at Coeur d'Alene, ID.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

The points of diversion are the three dams on the Spokane River at Post Falls.

Parcel No. 50N05W042300

**IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS**

In Re CSRBA	)	SUBCASE: 95-4518
	)	STANDARD FORM 5
Case No. 49576)	
	)	STIPULATED ELEMENTS OF A WATER
	)	RIGHT
)	
)	<input type="checkbox"/> AMENDED NOTICE OF CLAIM /
_____	)	DIRECTOR'S REPORT

This form is used to report the stipulated elements of one water right acquired under state law. Submission of this form will not automatically result in the issuance of a partial decree. The Presiding Judge or Special Master will conduct any hearing necessary to determine whether the facts, data, expert opinions and law support the issuance of a partial decree for the water right.

The parties agree that the Coeur d'Alene-Spokane River Basin Adjudication Court has jurisdiction of the parties and subject matter to enter a partial decree for this water right; that they have been served with sufficient process, according to the law; and that they have appeared, prosecuted, and defended their positions with regard to this water right dispute.

The parties and IDWR agree and stipulate that the elements of this water right should be decreed as described per the attached. The parties and IDWR have further indicated their concurrence by initialing each of the attached pages. Attached pages should include a copy of the Director's Recommendation, noting where stipulated changes have been made.

CLAIMANT/OBJECTOR

Avista Corporation

Chris M. Bromley, Attorney at Law Date

IDWR Concurrence:

Craig Saxton
Manager, Water Rights Adjudication

Date

Garrick L. Baxter
Deputy Attorney General
Attorney for IDWR

Date

CERTIFICATE OF SERVICE

I hereby certify that on this ____ day of _____, 2023, I caused to be served a copy of the Standard Form 5 by the following method to:

1. Original to:

Clerk of the District Court	___ Overnight Mail
Coeur d’Alene-Spokane River Basin Adj.	___ Regular Mail
PO Box 2707	___ Hand-delivered
Twin Falls, ID 83303-2707	___ Facsimile

2. Copies to:

IDWR Document Depository	___ Overnight Mail
322 East Front St.	___ Regular Mail
PO Box 83720	___ Hand-delivered
Boise, ID 83720-0098	___ Facsimile

Avista Corporation	___ Overnight Mail
Represented by:	___ Regular Mail
Chris M. Bromley	___ Hand-Delivered
380 S 4 th Street Ste 103	___ Facsimile
Boise, ID 83702	

Signature of Person delivering this document

IDAHO DEPARTMENT OF WATER RESOURCES
 RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 95-4518

NAME AND ADDRESS: AVISTA CORP
DIRECTOR OF ENVIRONMENTAL AFFAIRS MSC-1
PO BOX 3727
 1411 E MISSION AVE
 SPOKANE WA 99202-3727

SOURCE: SPOKANE RIVER **TRIBUTARY:** COLUMBIA RIVER

QUANTITY: 4,250.000 CFS

PRIORITY DATE: 07/01/1907

The use of water confirmed in this right shall be junior and subordinate to permits, licenses, or decrees for all uses within the State of Idaho with a priority date of, or earlier than, July 25, 2018, diverted upstream from ~~all three~~ the points of diversion for this right.

The use of water confirmed in this right shall be junior and subordinate to permits, licenses, or decrees for all uses, except for permits, licenses, or decrees for irrigation storage or power purposes, within the State of Idaho with a priority date later than July 25, 2018, diverted upstream from ~~all three~~ the points of diversion for this right.

The use of water confirmed in this right shall not be subordinate to permits, licenses, or decrees within the State of Idaho diverted downstream from ~~all three~~ the points of diversion for this right.

POINT OF DIVERSION:
 T50N R05W S3 NWSW Within KOOTENAI County
 T50N R05W S3 SWSW Within KOOTENAI County
 T50N R05W S4 SENE Within KOOTENAI County

PURPOSE AND PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
POWER	1/01 12/31	4,250.000 CFS
Power generation is at the Post Falls Power Plant.		

PLACE OF USE: POWER in KOOTENAI County
 T50N R05W S04 SENE

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

This decree does not alter, amend, or modify the State of Idaho's Clean Water Act Section 401 Certification or the Federal Energy Regulatory Commission's license for the Spokane River Project.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

Parcel No. 50N05W042300

The points of diversion are the three dams on the Spokane River at Post Falls.

**IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS**

In Re CSRBA	)	SUBCASE: 95-8003
	)	STANDARD FORM 5
Case No. 49576)	
	)	STIPULATED ELEMENTS OF A WATER
	)	RIGHT
)	
)	<input type="checkbox"/> AMENDED NOTICE OF CLAIM /
_____	)	DIRECTOR'S REPORT

This form is used to report the stipulated elements of one water right acquired under state law. Submission of this form will not automatically result in the issuance of a partial decree. The Presiding Judge or Special Master will conduct any hearing necessary to determine whether the facts, data, expert opinions and law support the issuance of a partial decree for the water right.

The parties agree that the Coeur d'Alene-Spokane River Basin Adjudication Court has jurisdiction of the parties and subject matter to enter a partial decree for this water right; that they have been served with sufficient process, according to the law; and that they have appeared, prosecuted, and defended their positions with regard to this water right dispute.

The parties and IDWR agree and stipulate that the elements of this water right should be decreed as described per the attached. The parties and IDWR have further indicated their concurrence by initialing each of the attached pages. Attached pages should include a copy of the Director's Recommendation, noting where stipulated changes have been made.

CLAIMANT/OBJECTOR

Avista Corporation

Chris M. Bromley, Attorney at Law Date

IDWR Concurrence:

Craig Saxton
Manager, Water Rights Adjudication

Date

Garrick L. Baxter
Deputy Attorney General
Attorney for IDWR

Date

CERTIFICATE OF SERVICE

I hereby certify that on this ____ day of _____, 2023, I caused to be served a copy of the Standard Form 5 by the following method to:

1. Original to:

Clerk of the District Court	___ Overnight Mail
Coeur d’Alene-Spokane River Basin Adj.	___ Regular Mail
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Avista Corporation	___ Overnight Mail
Represented by:	___ Regular Mail
Chris M. Bromley	___ Hand-Delivered
380 S 4 th Street Ste 103	___ Facsimile
Boise, ID 83702	

Signature of Person delivering this document

This right is for the operation of the sixth turbine installed at the Post Falls Hydroelectric Development.

The points of diversion are the three dams on the Spokane River at Post Falls.

**GENERAL SERVICES/PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: AUGUST 7, 2023

FROM: CHRIS BOSLEY – CITY ENGINEER

SUBJECT: PROFESSIONAL SERVICES AGREEMENT FOR THE DESIGN OF UPGRADES TO SIGNALS AND PEDESTRIAN RAMPS IN THE GOVERNMENT WAY CORRIDOR, IN AN AMOUNT NOT TO EXCEED \$45,000.00

=====

DECISION POINT:

Should Council approve the Professional Services Agreement with Welch Comer Engineers?

HISTORY:

Following on the traffic signal coordination projects that were implemented on Northwest Boulevard and Ramsey and on Sherman Avenue, the City desires to make necessary upgrades to the Government Way corridor in order to coordinate the signals. The City also desires bringing pedestrian ramps up to ADA compliance. By beginning design of these improvements, the City will be better positioned for grant funding through the Strategic Initiatives program which awards more points to projects closer to completion. The grant is due in September.

FINANCIAL ANALYSIS:

The cost for the design is \$45,000, which would be funded with impact fees. However, if awarded the grant, up to \$6,000,000 could be provided to upgrade this corridor.

PERFORMANCE ANALYSIS:

Approval of this agreement will enable Welch Comer to begin design of the corridor improvements and assist the City in applying for the grant funding.

DECISION POINT/RECOMMENDATION:

City Council should approve the Professional Services Agreement with Welch Comer Engineers.

RESOLUTION NO. 23-062

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH WELCH COMER & ASSOCIATES, INC., FOR THE DESIGN OF UPGRADES TO SIGNALS AND PEDESTRIAN RAMPS IN THE GOVERNMENT WAY CORRIDOR, IN AN AMOUNT NOT TO EXCEED \$45,000.00.

WHEREAS, the City Engineer for the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a Professional Services Agreement with Welch Comer & Associates, Inc., for the design of upgrades to signals and pedestrian ramps in the Government Way Corridor, also known as the Government Way Strategic Initiatives Funding and Phase 1 Preliminary Signal Upgrade & Coordination Design, in an amount not to exceed \$45,000.00, pursuant to terms and conditions set forth in said Professional Services Agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to enter into such Professional Services Agreement.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a Professional Services Agreement with Welch Comer & Associates, Inc., for the design of upgrades to signals and pedestrian ramps in the Government Way Corridor, in an amount not to exceed \$45,000.00, in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said Professional Services Agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 15th day of August, 2023.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.

PROFESSIONAL SERVICES AGREEMENT
for
GOVERNMENT WAY STRATEGIC INITIATIVES FUNDING AND
PHASE 1 PRELIMINARY SIGNAL UPGRADE & COORDINATION DESIGN

THIS Professional Services Agreement is made and entered into this 15th day of August, 2023, between the **CITY OF COEUR D’ALENE**, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the “**CITY**,” and **WELCH COMER & ASSOCIATES, INC.**, a corporation duly organized and existing in the state of Idaho, with its principal place of business at 330 E. Lakeside Ave., Ste. 101, Coeur d’Alene, Idaho, hereinafter referred to as the “**CONSULTANT**.”

W I T N E S S E T H:

WHEREAS, in compliance with State law and the **CITY**’s policies, the **CONSULTANT** has been selected to perform professional services on the basis of qualifications and demonstrated competence; and

WHEREAS, it was deemed to be in the best interests of the **CITY** to retain the **CONSULTANT**; and

WHEREAS, the **CONSULTANT** and the **CITY** have reached this Agreement for Professional Services related to signal and ADA upgrades to the Government Way corridor, hereinafter referred to as the “Work,” according to the Project Documents on file in the office of the City Clerk of the **CITY**, which Project Documents are incorporated herein by reference.

NOW, THEREFORE,

IT IS AGREED that, for and in consideration of the covenants and agreements made and to be performed by the **CITY** as set forth herein, the **CONSULTANT** shall complete the Work, furnishing all services therefor according to the Project Documents. All services performed shall be of the high quality typically provided by members of the **CONSULTANT**’s profession.

SECTION 1. EMPLOYMENT OF CONSULTANT. The **CITY** agrees to engage the **CONSULTANT** and the **CONSULTANT** agrees to perform the services as described in Section 2 hereof.

SECTION 2. SCOPE OF SERVICES.

A. The **CONSULTANT** shall perform the services described in the Scope of Services attached hereto and incorporated herein by reference as Exhibit “A.”

B. The **CONSULTANT** shall perform all the necessary ancillary services respecting the tasks set forth in the Scope of Services.

SECTION 3. PERSONNEL.

A. The **CONSULTANT** represents that it has or will secure at its own expense all personnel required to perform its services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the **CITY**.

B. All of the services required hereunder will be performed by the **CONSULTANT** or under its direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

C. The **CONSULTANT** agrees to maintain Worker's Compensation coverage on all employees, including the employees of subcontractors, during the term of this Contract as required by Title 72, Idaho Code. In addition to a certificate of insurance, the **CONSULTANT** shall furnish to the **CITY**, prior to commencement of the work, such evidence as the **CITY** may require guaranteeing contributions which will come due under the Employment Security Law including, at the option of the **CITY**, a surety bond in an amount sufficient to make such payments. Should the **CONSULTANT** fail to maintain the required Worker's Compensation insurance during the entire term hereof, the **CONSULTANT** shall indemnify the **CITY** against any loss resulting to the **CITY** from such failure, either by way of compensation or additional premium liability.

SECTION 4. TIME OF PERFORMANCE. The services of the **CONSULTANT** shall commence upon execution of this Agreement by the **CITY** and shall be completed within sixty (60) days thereafter. The period of performance may be extended for additional periods only by the mutual written agreement of the parties.

SECTION 5. COMPENSATION.

A. Subject to the provisions of this Agreement, the **CITY** shall pay the **CONSULTANT** a sum not to exceed Forty-five Thousand and no/100 Dollars (\$45,000.00), unless authorized in writing by the **CITY**.

B. Except as otherwise provided in this Agreement, the **CITY** shall not provide any additional compensation, payment, use of facilities, services, or other thing of value to the **CONSULTANT** in connection with performance of its duties under this Agreement. The parties understand and agree that administrative overhead and other indirect or direct costs the **CONSULTANT** may incur in the performance of its obligations under this Agreement have already been included in computation of the **CONSULTANT**'s fee and may not be charged to the **CITY**.

SECTION 6. METHOD AND TIME OF PAYMENT. Monthly progress payments must be submitted by the 10th of the month for work done in the previous calendar month. Partial payment shall be made by the end of each calendar month for the work completed in the previous calendar month and certified by the **CONSULTANT**. Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council.

SECTION 7. TERMINATION OF AGREEMENT FOR CAUSE. If, through any cause within the **CONSULTANT**'s reasonable control, the **CONSULTANT** shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the **CONSULTANT** shall violate any of the covenants, agreements, or stipulations of this Agreement, the **CITY** shall provide the **CONSULTANT** a written statement of the deficiency and shall provide a reasonable time to remedy the deficiency. If the **CONSULTANT** fails to cure the deficiency, the **CITY** shall have the right to terminate this Agreement by giving written notice to the **CONSULTANT** of such termination and specifying the effective date thereof. Such written notice shall be provided to the **CONSULTANT** at least five (5) days before the effective date of such termination. In that event, all finished or unfinished hard copy documents, data, studies, surveys, and reports or other materials prepared by the **CONSULTANT** under this Agreement shall, at the option of the **CITY**, become its property, and the **CONSULTANT** shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred.

SECTION 8. TERMINATION FOR CONVENIENCE. The **CITY** may terminate this Agreement at any time by giving thirty (30) days' written notice to the **CONSULTANT** of such termination and specifying the effective date of such termination. In that event, all finished or unfinished hard copy documents, data, studies, surveys, and reports or other materials prepared by the **CONSULTANT** under this Agreement shall, at the option of the **CITY**, become its property. The **CONSULTANT** shall be entitled to receive compensation not to exceed the amount reasonably billed for work actually done and expenses reasonably incurred as of the effective date of the termination.

SECTION 9. MODIFICATIONS. The **CITY** may, from time to time, require modifications to the Scope of Services, Exhibit "A," to be performed under this Agreement. The type and extent of such services cannot be determined at this time; however, the **CONSULTANT** agrees to do such work as ordered in writing by the **CITY**, and the **CITY** agrees to compensate the **CONSULTANT** for such work accomplished by written amendment to this Agreement.

SECTION 10. NON-DISCRIMINATION.

A. The **CONSULTANT** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, sexual orientation and/or gender identity/expression. The **CONSULTANT** shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, sexual orientation and/or gender identity/expression. Such actions shall include, but not be limited to the following:

employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The **CONSULTANT** agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONSULTANT**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin, sexual orientation and/or gender identity/expression. The **CONSULTANT** will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each sub-consultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

B. The **CONSULTANT** shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the **CITY** may require.

C. The **CONSULTANT** shall comply, if applicable, with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the “Regulations”), which are herein incorporated by reference and made a part of this Agreement. In addition, the **CONSULTANT** shall comply with the requirements of Chapter 9.56, Coeur d’Alene Municipal Code.

D. The **CONSULTANT**, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, national origin, sexual orientation, and/or gender identity/expression, in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The **CONSULTANT** shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations or discrimination prohibited by Chapter 9.56, Coeur d’Alene Municipal Code.

E. In all solicitations either by competitive bidding or negotiations made by the **CONSULTANT** for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the **CONSULTANT** of the **CONSULTANT**’s obligations under this Agreement and the Regulations and Municipal Code relative to non-discrimination on the grounds of race, color, sexual orientation and/or gender identity/expression, national origin, sexual orientation, and/or gender identity/expression.

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

G. In the event of the **CONSULTANT**'s non-compliance with the non-discrimination provisions of this Agreement, the **CITY** shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

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

The **CONSULTANT** shall include the provisions of paragraphs (C) through (G) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The **CONSULTANT** shall take such action with respect to any sub-consultant or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the **CONSULTANT** becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the **CONSULTANT** may request ITD enter into such litigation to protect the interests of the state and, in addition, the **CONSULTANT** may request the USDOT enter into such litigation to protect the interests of the United States.

SECTION 11. ANTI-BOYCOTT CERTIFICATION. Pursuant to Idaho Code § 67-2346, the **CONSULTANT** 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. This provision shall not apply if the Agreement has a total potential value of less than one hundred thousand dollars (\$100,000.00) or if the **CONSULTANT** has fewer than ten (10) employees.

SECTION 12. CHINESE OWNERSHIP CERTIFICATION. Pursuant to Idaho Code § 67-2359, the **CONSULTANT** 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 the People's Republic of China.

SECTION 13. ASSIGNABILITY.

A. The **CONSULTANT** shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the **CITY** thereto. Provided, however, that claims for money due or to become due to the **CONSULTANT** from the **CITY** under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the **CITY**.

B. The **CONSULTANT** shall not delegate duties or otherwise subcontract work or services under this Agreement without the prior written approval of the **CITY**.

SECTION 14. Interest of Consultant. The **CONSULTANT** covenants that neither it nor its owners or officers presently have an interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The **CONSULTANT** further covenants that, in the performance of this Agreement, no person having any such interest shall be employed on the Work.

SECTION 15. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the **CONSULTANT** under this Agreement which the **CITY** requests to be kept confidential shall not be made available to any individual or organization by the **CONSULTANT** without the prior written approval of the **CITY**.

SECTION 16. Publication, Reproduction and Use of Materials. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The **CITY** shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. The **CONSULTANT** shall provide copies of such work products to the **CITY** upon request. The **CITY** may make and retain copies of Documents for information and reference in connection with use on the Project by the **CITY**. Such Documents are not intended or represented to be suitable for reuse by the **CITY** or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by the **CONSULTANT**, as appropriate for the specific purpose intended, will be at the **CITY**'s sole risk and without liability or legal exposure to the **CONSULTANT** and the **CONSULTANT**'s sub-consultants. To the extent allowed by law, the **CITY** shall indemnify and hold harmless the **CONSULTANT** and **CONSULTANT**'s sub-consultants from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.

SECTION 17. Audits and Inspection. The **CONSULTANT** shall provide access for the **CITY** and any duly authorized representatives to any books, documents, papers, and records of the **CONSULTANT** that are directly pertinent to this specific agreement for the purpose of making audit, examination, excerpts, and transcriptions. The **CONSULTANT** shall retain all records pertinent to the project for three years after final payment and all other pending matters are closed.

SECTION 18. Jurisdiction; Choice of Law. Any civil action arising from this Agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County, Idaho. The laws of the state of Idaho shall govern the rights and obligations of the parties.

SECTION 19. Non-Waiver. The failure of the **CITY** at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the **CITY** thereafter to enforce each and every protection hereof.

SECTION 20. Permits, Laws and Taxes. The **CONSULTANT** shall acquire and maintain in good standing all permits, licenses and other documents necessary to its performance under this Agreement, including all necessary licenses and certifications for its employees. All actions taken by the **CONSULTANT** under this Agreement shall comply with all applicable statutes, ordinances, rules, and regulations. The **CONSULTANT** shall pay all taxes pertaining to its performance under this Agreement.

SECTION 21. Relationship of the Parties. The **CONSULTANT** shall perform its obligations hereunder as an independent contractor of the **CITY**. The **CITY** may administer this Agreement and monitor the **CONSULTANT**'s compliance with this Agreement, but shall not supervise or otherwise direct the **CONSULTANT** except to provide recommendations and to provide approvals pursuant to this Agreement.

SECTION 22. Integration. This Agreement, and all appendices and amendments thereto, embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

SECTION 23. Hold Harmless.

- A. The **CONSULTANT** shall save, hold harmless, indemnify, and defend the **CITY**, its officers, agents and employees from and against any and all damages or liability arising out of the acts, errors, omissions, or negligence, including costs and expenses, for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by any person or persons or property arising from the **CONSULTANT**'s performance of this Agreement and not arising from the **CONSULTANT**'s professional services. To this end, the **CONSULTANT** shall maintain general liability insurance in at least the amount set forth in Section 25(A).

- B. The **CONSULTANT** shall save, hold harmless, and indemnify the **CITY**, its officers, agents, and employees from and against damages or liability arising out of the **CONSULTANT**'s negligent acts, errors, or omissions, including costs and expenses for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by persons or property to the extent

arising from the **CONSULTANT**'s negligent performance of this Agreement, including but not limited to the **CONSULTANT**'s professional services. To this end, the **CONSULTANT** shall maintain Errors and Omissions insurance in at least the amounts set forth in Section 25(B).

SECTION 24. Notification. Any notice under this Agreement may be served upon the **CONSULTANT** or the **CITY** by mail at the following addresses:

City of Coeur d'Alene
710 E. Mullan Ave.
Coeur d'Alene, ID 83814
Attn.:

Welch Comer & Associates, Inc.
330 E. Lakeside Ave., Ste. 101
Coeur d'Alene, Idaho 83814

SECTION 25. Standard of Performance and Insurance.

- A. The **CONSULTANT** shall maintain general liability insurance naming the **CITY**, its entities, and its representatives as additional insureds in the amount of at least \$500,000.00 for property damage or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for by Idaho Code § 6-924.
- B. In performance of professional services, the **CONSULTANT** will use that degree of care and skill ordinarily exercised under similar circumstances by members of the **CONSULTANT**'s profession. Should the **CONSULTANT** or any of the **CONSULTANT**'s employees be found to have been negligent in the performance of professional services from which the **CITY** sustains damage, the **CONSULTANT** has obtained Errors and Omission Insurance with limits of at least five hundred thousand dollars (\$500,000.00). The **CONSULTANT** shall maintain, and furnish proof thereof, coverage for a period of two years following the completion of the project.
- C. The **CONSULTANT** shall obtain and maintain auto liability insurance with limits in the amount of at least \$500,000.00 for the duration of the project.

D. Prior to work under this Agreement, the **CONSULTANT** shall furnish to the **CITY** certificates of the insurance coverages required herein, which certificates must be approved by the City Attorney. Certificates shall provide for at least thirty (30) days' notice to the **CITY** prior to cancellation of the policy for any reason. In addition, the **CONSULTANT** shall promptly notify the **CITY** when the policy is canceled.

IN WITNESS WHEREOF, this agreement executed the day and year first written above.

CITY OF COEUR D'ALENE

WELCH COMER & ASSOCIATES, INC.

James Hammond, Mayor

_____, Vice-President

ATTEST:

ATTEST:

Renata McLeod, City Clerk

Secretary

Exhibit A

Scope of Work

1. Specific Project Data

1.1. TITLE: Government Way Strategic Initiatives Funding & Phase 1 Preliminary Signal Upgrade & Coordination Design

1.2. DESCRIPTION:

- A. Prepare a funding application through the Strategic Initiatives program administered by the Idaho Transportation Department.
- B. Prepare a preliminary design for signal and ADA upgrades of the following signals along the Government Way corridor:
 - 1. Harrison Avenue
 - 2. Ironwood Drive
 - 3. Appleway Avenue
 - 4. Neider Avenue
 - 5. Kathleen Avenue
 - 6. Dalton Avenue
 - 7. Hanley Avenue
 - 8. Canfield Avenue
 - 9. Wilbur Avenue
 - 10. Prairie Avenue

2. Services of Consultant:

2.1. Preliminary Design Phase Services

- A. ADA Upgrades: Perform a visual field inspection to determine the existing compliance of sidewalks, pedestrian ramps, and pedestrian push buttons. Provide a preliminary design to update as needed. Design will be provided on aerial photographs and the Kootenai County Assessor mapping will be utilized for boundary. City standard details will be included, as necessary.

Only horizontal design information will be provided for any ramp & sidewalk replacement.

B. Traffic Signal Upgrades: Provide preliminary design for infrastructure upgrades at all 10 intersections. Preliminary assumed upgrades are:

Intersection	Signal Equipment										
	Cabinet	Controller	Radios	Detection	Yellow Backlight	LED Bulbs	Backlit Street Signs	Wire for Flashing Yellow	Pre-Emption System	Pedestrian Heads	Ped Push Buttons
Harrison Avenue	X	X	X	X	X	X	X	X	X	X	
Ironwood Drive		X	X	X	X	X	X	X	X	X	X
Appleway Avenue	X	X	X	X	X	X	X	X	X	X	X
Neider Avenue	X	X	X	X	X	X	X	X	X	X	X
Kathleen Avenue			X	X	X	X	X	X	X	X	
Dalton Avenue	X	X	X	X	X	X	X	X	X	X	X
Hanley Avenue	X	X	X	X	X	X		X	X	X	X
Canfield Avenue			X	X	X	X	X		X	X	X
Wilbur Avenue			X	X	X	X	X		X	X	X
Prairie Avenue	X	X	X	X							

- C. Preliminary Design phase will be developed to approximately 30-50% completion. Preliminary Design Phase product will be ADA revisions, signal parts list, new signal head layout, and details for push buttons.
- D. Cost Estimate: Develop an Opinion of Probable Construction cost based on recent bids and current industry standards.
- E. Specifications: Construction specifications will be developed during the next phase (Final Design) of design.
- F. Traffic Counts & Signal Coordination: Gathering video recorded traffic counts and developing the signal coordination and timing plans will also be developed in the next phase.

3. Owner's Responsibilities

3.1. Owner shall:

- A. Arrange for safe access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services under the Agreement.
- B. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Consultant and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- C. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- D. If Owner designates a construction manager or an individual or entity other than, or in addition to, Consultant to represent Owner at the Site, define and set forth as an attachment to this Scope of Work the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Consultant.
- E. Inform Consultant in writing of any specific requirements of safety or security programs that are applicable to Consultant, as a visitor to the Site.
- F. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Consultant (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- G. Inform Consultant regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Services of Consultant.
- H. Advise Consultant as to whether Consultant's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- I. Authorize Consultant to provide Additional Services, as required.

4. Payments to Consultant for Services

4.1. Owner shall pay Consultant as follows:

Task	Fee Amount	Fee Type
Strategic Initiatives Application	\$ 5,000	Lump Sum
Preliminary Design Phase Services	\$ 40,000	Lump Sum
Total	\$ 45,000	

- A. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

**CITY COUNCIL
STAFF REPORT**

DATE: AUGUST 15, 2023

FROM: TROY TYMESEN, CITY ADMINISTRATOR

SUBJECT: LAKE CITY EMPLOYEES ASSOCIATION AGREEMENT

DECISION POINT: Should Council approve the two-year Collective Bargaining Agreement with Lake City Employees Association (LCEA) negotiated by the Association and City Administration, establishing compensation and benefits?

HISTORY: The Agreement shall be applicable to the LCEA represented classifications for a term commencing October 1, 2023, and ending September 30, 2025. All prior resolutions between the City and the LCEA will no longer be applicable.

FINANCIAL:

The following are the significant highlights regarding the negotiated Agreement:

- 2-year term;
- Increasing vacation accrual for new employees through the third year of service from eight (8) hours per month to ten (10) hours per month;
- For FY 2023-2024, LCEA will receive a 5% market adjustment increase in wages;
- For FY 2024-2025, LCEA will receive a 3% market adjustment increase in wages;
- Amend the current wage increase schedule from the current 9-year minimum to maximum to a 7-year minimum to maximum schedule. Instead of the current 2.5% increases at years 6 through 9, employees will be eligible for a 5% increase at years 6 and 7;
- \$2,500 one-time bonus paid on October 27, 2023;
- Allowing new employees within the first 6 months of employment to go into a negative 32 hours of sick leave if needed for qualifying reasons;
- Adding a 2-hour minimum callout pay to those designated employees on standby who get called into a work location; and
- Adding a \$500 annual tool allowance for Streets and Engineering mechanics for tools reasonably needed to perform the job duties of their position, with prior approval required by the department head.

PERFORMANCE ANALYSIS: The proposed Agreement with LCEA was negotiated in good faith with the City, and the compensation and benefits included will provide a competitive package for those represented by the Association as well as the City. The membership of LCEA have voted in favor of the proposed Agreement.

DECISION POINT/RECOMMENDATION: City Council should approve the two-year Agreement with the Lake City Employees Association, establishing compensation and benefits.

RESOLUTION NO. 23-063

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH THE LAKE CITY EMPLOYEES ASSOCIATION (LCEA).

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

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a Collective Bargaining Agreement with the Lake City Employees Association (LCEA) in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 15th day of August, 2023.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.

Collective Bargaining Agreement

City of Coeur d'Alene & the
Lake City Employees Association (LCEA)

October 1, 2023 → September 30, 2025



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COLLECTIVE BARGAINING AGREEMENT
between the
CITY OF COEUR D'ALENE
and the
LAKE CITY EMPLOYEES ASSOCIATION (LCEA)

PREAMBLE

The Agreement on wages, benefits, and working conditions is made and entered into this 18th day of September, ~~2023~~2018, by and between the City of Coeur d'Alene, hereinafter known as the “City,” and the Lake City Employees Association, hereinafter known as the “Association,” representing the classifications listed in ARTICLE 15, WAGES, SECTION 1. The terms and conditions of the Agreement shall be applicable to all employees in the listed classifications for a term commencing October 1, ~~2023~~2018 and ending September 30, ~~2025~~2023; PROVIDED HOWEVER, that this Agreement shall be subject to such changes or modifications as may be mutually agreed upon by the parties hereto. It shall be the obligation of the parties to negotiate in good faith after written notice, submitted no ~~later~~ sooner than May 31, 2025, ~~January 15, 2023, nor later than March 15, 2023~~, from the bargaining agent for meetings for collective bargaining.

ARTICLE 1 – RECOGNITION

SECTION 1. The City recognizes that the ~~Lake City Employees~~ Association has collectively chosen to retain Council 2 as ~~their~~ its sole and exclusive representative in all Association business, as the Association deems necessary. All full-time and part-time benefited employees covered by the ~~Lake City Employee's~~ Association contract, regardless of their dues paying status, have the right to utilize or defer representative services at their discretion.

SECTION 2. The City and the Association agree to be bound by the terms and conditions of Coeur d'Alene Municipal Code Chapter 2.62.

SECTION 3 The City agrees to grant elected officials (president, vice-president, secretary, treasurer and e-board members) of the Association a combined maximum of two hundred (200) hours off with pay in any fiscal year to attend or represent the Association ~~or LCEA~~ at business functions (examples of approved hours are described in subsection (bB), Association Business Functions). Hours shall be documented on payroll time records under the appropriate payroll code.

Notice and Authorization of Association Representatives: The Association agrees to provide an updated list to the ~~Deputy~~ City Administrator and Human Resources Director of who is authorized to represent the Association in any matters outlined in this document. An “authorized representative” is one who is appointed or elected by the Association. Prior supervisor approval shall be obtained for absences from the work place in accordance with department procedures ~~from the work place~~. Absences from the work place and/or work duties of 15 minutes or more for the established Association activities and Association business functions require supervisor notification and approval. Such approval shall not be unreasonably withheld.

A. Association Activities (authorized representatives can perform in paid status due to mutual interest to resolve issues):

The Association agrees to conduct activities outside the normal City and Department business hours when possible. The ~~Employer-City~~ agrees that, during scheduled working hours, on the ~~Employer's-City's~~ premises and without loss of pay, authorized representatives shall be allowed to consult with the ~~EmployerCity~~, ~~his/her~~its representative(s), LCEA represented employees, or Council 2 representatives concerning contract questions and problem solving in an effort to resolve issues at the lowest possible level. The representatives agree to first receive the approval from their Department Head or designee and to carry out these activities at times which are the least disruptive to the work place and without disrupting the regular functions of the department. Approval is not automatic and may be withheld due to workload, project deadlines, or other business reasons as determined by the supervisor.

Examples of activities are as follows:

- Process grievances;
- Participate in hearings as a direct participant, i.e. as a witness, LCEA authorized representative involved. Notification will be given to the department of those requested to attend. Witnesses are those people who are testifying or about to testify at the hearing;
- Attend Labor/Management meetings;
- Attend negotiation meetings (only main negotiators at the table that are representing the Association);
- Distribute Association literature;
- Transmit communications, authorized by the authorized representative, to LCEA represented employees, Employer or his/her representative(s).
- Miscellaneous conversations regarding employee contacts, interpretations of benefits, potential grievances or similar issues.

B. Association Business Functions (elected officials of the Association receive a combined maximum of two hundred (200) hours off with pay in any fiscal year to attend or represent LCEA at Council 2 functions):

To ensure ~~insure~~ adequate staffing, no more than ten percent (10%) of the employees in a department will participate in an association business function at one time. If a department has less-fewer than ten (10) employees, only one individual will be allowed to attend. Exceptions to the above limitations can be made by mutual agreement.

Example of business functions are as follows:

- Council 2 Conventions;
- Council 2 Executive Board Meetings/Training;
- Other functions that management agrees are beneficial to the City.

C. Association Business:

The Association agrees to conduct Association business at times other than normal City business hours.

Examples of association business are as follows:

- General membership meetings;
- E-Board meetings;
- Elections.

ARTICLE 2 – NON-DISCRIMINATION

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

ARTICLE 3 – RULES AND REGULATIONS

SECTION 1. It is agreed that the City shall inform the Association of any proposed changes to the Personnel Rules and Regulations at least ten (10) working days prior to consideration of such rule changes ~~to~~ by the City Council. The City agrees to meet with the Association prior to Council action if so requested. Representatives of the Association shall be provided the opportunity to appear before the City Council to present the Association's views regarding proposed changes to the Personnel Rules and Regulations.

SECTION 2. It is further agreed that specific rules delineated in subsequent sections of the Agreement shall not be changed without the written consent of the Association.

ARTICLE 4 – SICK LEAVE

SECTION 1. It is agreed the sick leave policy contained in the Personnel Rules, which by reference is made a part hereof, applies to all employees except as follows:

A. Employees with less than 720 hours accrued sick leave shall receive four (4) hours of vacation for each fiscal year quarter in which they did not use any sick leave. To be eligible the employee must:

- Have fewer than 720 accrued hours for each month of the quarter;
- Work the entire quarter.

B. Upon reaching 720 hours of accrued sick leave, employees shall be eligible for the following compensation method of sick leave accrual:

Employees having accumulated seven hundred and twenty (720) hours of sick leave shall be paid for thirty-three and one-third percent (33 1/3%) of the excess leave forfeited on October 1 each year, and such payment shall be contributed directly into the employee's HRA VEBA plan.

Upon retirement from the City of Coeur d'Alene, employees will be paid for one-third (1/3) of their accrued sick leave balance at the date of retirement up to a maximum of two hundred forty (240) hours.

Grandfathered "Option Two": This previous option is only available to those employees who had selected Option Two prior to October 1, 2017, and are now grandfathered for this compensation method of sick leave accrual. Upon retirement from the City of Coeur d'Alene pursuant to the provisions of Idaho Code, the termination of an employee due to that employee's job being abolished, or the death of the employee, he/she or their beneficiary shall be paid for 35% of the employee's total accrued sick leave hours. For the purpose of computing compensation for accrued sick leave at retirement, sick leave shall be calculated as unlimited accrual, with City providing annual statement of banked sick leave hours to employee annually.

C. New Employees: In the first six (6) months of employment, new employees shall be entitled to use up to thirty-two (32) hours of sick leave from the first day of work for allowable sick leave use. Any sick leave used in excess of what is actually accrued will result in a deduction from sick leave accrual until there is no longer a negative sick leave balance and also shall require medical documentation. If an employee separates from employment having used more sick leave than accrued, the employee shall be required to repay the City for such excess use, which amount shall be deducted from the employee's last paycheck or, if funds are insufficient, the employee shall be required to make a separate payment immediately to the City of Coeur d'Alene.

ARTICLE 5 – BEREAVEMENT LEAVE

In the event of a death in the immediate family of an employee or a possibility thereof, up to forty (40) hours of paid leave of absence shall be granted as time off with pay for the purpose of attending funeral services for the deceased relative and/or being in attendance at the relative's bedside.

Immediate family is defined as spouse, or cohabiting domestic partner (as verified by an affidavit on a form provided by Human Resources), or a child, mother, father, legal guardians, brothers, sisters, grandparents, and grandchildren of either spouse or cohabiting domestic partner. Child is defined as the biological, adopted, foster, stepchild, legal ward, or a child of an individual acting in the parent's stead.

Only time taken within thirty (30) days prior to or immediately following a death shall qualify as bereavement leave, unless otherwise approved by the Human Resources Director due to unforeseen circumstances. An extension of such leave or time taken off for the illness of an immediate family member that does not result in death shall be charged to sick leave, vacation, and/or comp time as the employee requests in accordance with applicable policies. If an employee is on vacation or sick leave at the time bereavement occurs, bereavement leave shall be paid and time off shall not be charged to vacation or sick leave until bereavement leave is exhausted.

ARTICLE 6 – INJURY LEAVE

It is agreed that an employees who incurs an injury or illness on the job who areis eligible for temporary time-loss payments under the Worker's Compensation Law (Idaho Code § 72-301, et seq.), who areis temporarily unable to perform his/her normal duties, and who areis also unable to perform light-duty work or for whom light duty work is not available, shall not have lost duty time deducted from his/her sick leave account for a period not to exceed six (6) months from the date of commencement and shall remain in “paid” status. All temporary time-loss payments received by the employee shall be paid to the City as long as the employee is continuing to receive full base wages. Should the employee continue to be unable to return to work after six (6) months from the date of injury, the City shall begin to charge the employee’s sick leave account the difference between his/her base wage and the amount of time loss payments received by the City; such payments shall be credited to the employee’s sick leave account until the sick leave is exhausted or the employee is released for return to work. Accrued vacation leave may be used at the employee’s discretion after sick leave is exhausted. It is further agreed that any employee in this program shall not accrue vacation or sick leave during his/her period of injury leave.

ARTICLE 7 – VACATION

SECTION 1. It is agreed the vacation leave policy contained in the Personnel Rules, which by reference is made a part hereof, applies with the following additions.

SECTION 2. The maximum accumulation of vacation leave will not exceed three hundred and twenty (320)~~two hundred eighty (280)~~ hours. Any employee with more than two-three hundred eighty-twenty hours of vacation leave as of October 1 (the first day of the City’s fiscal year) shall utilize the excess leave before January 15 of the following calendar year, unless otherwise approved in writing by the Department Head and by the Human Resources Director.

(1) Vacation Leave Accrual Schedule -

First through third year of service - ~~Eight (8)~~ Ten (10) hours for each month of service; accrued at a rate of ~~four-five~~ (45) hours per pay period.

Fourth through fifth year of service - Twelve (12) hours for each month of service; accrued at a rate of six (6) hours per pay period.

Sixth through tenth year of service - Sixteen (16) hours for each month of service; accrued at a rate of eight (8) hours per pay period.

After ten (10) or more years of service - Twenty (20) hours for each month of service; accrued at a rate of ten (10) hours per pay period.

ARTICLE 8 – HOLIDAYS

SECTION 1. It is agreed the holiday policy contained in the Personnel Rules, which is by reference made a part hereof, applies with the following additions.

SECTION 2. It is agreed that when an employee is required to work on a holiday, the eight (8) hours of holiday pay is also counted towards the employees worked hours for that workweek.

~~SECTION 3. It is agreed the Association will not observe the employee's birthday but will observe December 24th. If December 24th falls on a Saturday or Sunday, the preceding Friday shall be observed.~~

ARTICLE 9 – OVERTIME

It is agreed that all overtime shall be compensated in accordance with the Personnel Rules which by reference is made a part hereof. Holidays, approved vacation, and comp-time are considered time worked for the purpose of determining overtime for hours worked in excess of forty (40) hours in a work period. Employees shall receive prior authorization from his/her immediate supervisor, Department Head, or designee prior to being approved to work overtime. Sick leave will be counted as hours worked only if it is pre-approved or if employee provides documentation from a certified health care professional.

ARTICLE 10 – WORK PERIOD

The designated work period shall be defined as seven (7) consecutive days beginning ~~on at~~ 12:01 a.m. on Sunday and ending Friday at midnight the following Saturday. ~~unless an alternate work period is established by the Department Head in accordance with Fair Labor Standards Act Regulations.~~

A. Regular Work Schedule. All full-time employees' work schedules shall provide for a fifteen (15) minute rest period during each half shift. All full-time employees will work forty (40) hours per week. Alternative work schedules shall be based upon a forty (40) hour work period and may consist of more than eight (8) hours per day. All overtime must be authorized in advance by the employee's supervisor.

B. If possible, a two week notice will be given when changing work schedules unless management deems it necessary due to a known absence of an employee for a minimum of twenty-eight days, or an employee attending training, or during an unforeseen business/activity, emergency or manpower shortage. The City of Coeur d'Alene will not modify employees' work schedules to avoid the payment of overtime pay unless the modification is by mutual agreement between the employer and the employee.

ARTICLE 11 – STANDBY DUTY & CALLBACK PAY

A. Definitions.

- 1) Standby Employee: An employee designated by his/her Department Head or Supervisor to be available, and required, to return to duty as quickly as possible in the interest of efficient and effective municipal operations. A standby employee is not eligible for call back pay, but may be eligible for standby callout compensation if the below criteria are met.

- 2) **Callback:** Irregular or occasional work performed by an employee on a day when no work is scheduled or at a time that requires the employee to return to the place of employment from an off-duty status.

B. Standby. It is agreed that a standby employee shall be compensated based on the following rates:

- 1) **Weekday Standby (M-F):** .125 hours each required standby hour.

Example: 16 standby hours = 2 hours standby pay, 14 standby hours = 1.75 hours of standby pay.

- 2) **Weekend (Sat.-Sun.) & Holidays Standby:** .167 hours each required standby hour.

Examples:

- No scheduled work is 24 standby hours at .167 = 4 hours standby pay
- Scheduled eight hours is 16 standby hours at .167 = 2.75 hours standby pay.
- Scheduled three hours is 21 standby hours at .167 = 3.5 hours standby pay.

Standby pay:

- Shall be compensated at the rate of one and one-half hours regular pay or compensatory time off.
- Regularly scheduled hours are not considered standby compensable.
- Is rounded to the nearest quarter of an hour.

- Standby callout: When an employee is called out while on standby to respond in person to a work location, a minimum of two (2) hours compensation shall be paid. If the callout lasts two (2) hours or less, the employee shall be paid straight time. If the callout lasts more than two (2) hours, the employee shall be paid one and one-half (1.5) times his/her base rate of all hours worked. paid pursuant to the overtime rules in the Personnel Rules.

- Any subsequent standby callout to respond in person to a work location within two-hours of the initial standby callout will not entitle the employee to an additional two-hour minimum.

- An employee does not qualify for two (2) hour standby callout if called within one hour of the employee's scheduled work shift. In such case, the employee will work the total number of hours normally scheduled for the day and will be paid at the overtime rate for the hours worked in excess of his/her normally scheduled hours pursuant to the overtime rules in the Personnel Rules.

- Actual time worked on a callout will include credit for time spent from the time employee receives the standby callout until he/she completes the assignment.

C. Callback. An employee called back to work outside of his/her scheduled work shift shall be compensated in the following manner:

- Paid a minimum of three (3) hours straight time or one and one-half (1.5) times his/her base rate for all hours worked, whichever is greater.
- Within one hour of scheduled work shift: an employee does not qualify for call back pay and will work the total number of hours normally scheduled for the day or will be paid at the overtime rate for the hours worked in excess of his/her normally scheduled hours pursuant to the overtime rules in the Personnel Rules.
- ~~An Employee~~ employees on adjusted work schedule: is eligible for overtime pursuant to the overtime rules in the Personnel Rules for work in excess of 40 hours in a work period. Actual time worked will include credit for time spent from the time the employee receives the callback until ~~they~~ he/she completes the assignment.

ARTICLE 12 – EMPLOYEE TOOLS

SECTION 1. Employee Responsibility/Intent: All City of Coeur d’Alene Streets and Engineering Department mechanics recognize at the time of employment that they are required to maintain a supply of hand tools for their related position and job duties.

SECTION 2. Breakage and Wear: The City of Coeur d’Alene agrees to replace or repair such tools with same or like quality tools if the broken or worn parts are turned in.

SECTION 3. Consumable Tools: The City of Coeur d’Alene will replace broken consumable tools such as, drill bits, taps and dies, easy outs, carbide burrs, etc.

SECTION 4. Tool Inventory: It is the employee’s responsibility to supply to the City of Coeur d’Alene Finance Director a complete up-to-date inventory of all current personal tools used by the employee in the course of his/her duties. The City of Coeur d’Alene will require all current and future Street Department mechanics to supply a current up-to-date tool inventory list at the beginning of employment. These personal tools are stored by the employees at the Street Department shop facility. The employees will be responsible to supply the City of Coeur d’Alene a revised, up-to-date, inventory list twice yearly. The employee may, at any time, update his/her tool inventory list at his/her discretion. The employee must keep a copy of the original and any revisions. The City of Coeur d’Alene will not be responsible for the repair or replacement of any tool covered under this tool policy that has not been identified by the employee on the current supplied inventory list. To verify the employee’s inventory, the City of Coeur d’Alene, may at any time, see the need for an occasional inspection of an employee’s tool list to ensure the credibility of the inventory. An unbiased observer shall be present at the time of the inspection. If any tool is not available on request at the time of the inspection, the employee has twenty four (24) hours to show ownership and make the tool available for verification. The personal inventory must be signed and dated by the employee and any revisions that follow.

SECTION 5. Tool Insurance: Fire and theft insurance shall be the responsibility of the City of Coeur d’Alene.

SECTION 6. Tool Allowance: All City of Coeur d’Alene Streets and Engineering Department mechanics shall be provided up to five hundred dollars (\$500.00) per fiscal year for the purchase of tools reasonably needed to perform the job duties of their position. Prior approval by the

Department Head or designee is required. Receipts must be provided before an employee will be reimbursed. If an employee who receives payment under this Section leaves the City's employment for any reason, that employee shall be required to reimburse the City for any payments received under this Section within the five (5) years prior to his/her separation or, in the alternative, may surrender the tool(s) to the City.

ARTICLE 13 – INSURANCE COVERAGE

SECTION 1. It is agreed that the ~~City~~~~HFY~~ shall provide a medical insurance program for the employees and their eligible dependents during the term of this Agreement. One hundred (100%) of the employee's health insurance premium will be borne by the City for single employee plan coverage only. Employees shall pay a minimum of 10% of the total employee selected medical insurance premium when including ~~IRS~~-eligible dependents on the medical plan and when premiums change, the employee shared premium adjustment will be made accordingly.

Currently, the City's medical plan renewal is on October 1 of each Fiscal Year. If premium increase quotes from the insurance companies are greater than 5% over the previous year, the City will cover the initial 5%, and the employee will be responsible for the next 2%. ~~and if the premium is above 7%, the following will be implemented in an attempt to reduce the increase in premium cost:~~

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

If ~~this does not reduce~~ the City's ~~is unable to reduce responsibility of~~ the premium increase to 5% or less, the medical insurance review committee, hereafter referred to as "Committee," will be "activated." The Committee will review possible changes or alternate plans. The medical plan and the employee contributions amount will stay the same until completion of the Committee review and final decision.

- ~~3. Any savings in premiums greater than 2% of the previous year's premium will be reallocated through the HRA/VEBA to all regular full-time employees.~~

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

and the Association agrees to work in a good faith effort with the City to reach an agreement on or before September 30th.

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

SECTION 3. An employee who retires from the City of Coeur d'Alene pursuant to the provisions of Idaho Code may elect to remain on the City's medical and dental insurance plan until that employee becomes eligible for Medicare or Medicaid. Such election must be made as prescribed by federal law at the time of the employee's retirement. Employees who so elect shall be responsible for paying the applicable premium on or before the first day of each month in order to continue receiving this benefit. Any employee who elects to terminate his/her medical insurance coverage or who fails to make timely premium payment shall not be allowed to re-enroll. No new dependents may be added to the employee's coverage following retirement. The employee may elect to have the premiums paid from funds which the employee is entitled to receive under Grandfathered "Option Two" of Article 4, Section 1(B), until such time as his/her sick leave accrual funds are exhausted.

~~SECTION 4. Effective October 1, 2018, the City will contribute \$165.00 per month to the employee's HRA/VEBA.~~

SECTION ~~4~~5. It is agreed that the City shall contribute one hundred percent (100%) ~~and maintain and/or enhance the current level of benefits~~ for the premium for dental insurance for the employee and their eligible dependents during the term of this Agreement ~~and shall maintain and/or enhance the current level of benefits~~.

SECTION ~~5~~6. ~~HRA/VEBA. The City agrees to contribute to the employees HRA/VEBA plan as follows:~~

- ~~1. \$165.00 per month; and~~
- ~~2. The City agrees to contribute~~ One Thousand Dollars (\$1,000) annually for an individual employee deductible and Two Thousand Dollars (\$2,000) annually for an employee family deductible into the employee's HRA/VEBA plan. The contribution will be deposited into the employee's HRA/VEBA plan on a monthly basis with the applicable deductible contribution divided by the applicable months of eligible coverage.

ARTICLE 14 – LIFE AND DISABILITY INSURANCE

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

Employee Life Insurance	\$50,000. <u>00</u>
Dependent Life Insurance	\$ 1,000. <u>00</u>
Accidental Death & Dismemberment Insurance - Employee Only	\$50,000. <u>00</u>

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

ARTICLE 15 – WAGES

SECTION 1. Effective October 1, ~~2023~~2018, the wage level established for the following classifications are represented by the Lake City Employees Association:

CLASSIFICATION & LEVEL

Building Inspector/Plans Examiner	12
Permit Technician	8
Building Inspector	12
Senior Building Inspector	14
Engineering Technician	11
Public Works Field Inspector	12
Lead Utility Billing Specialist	9
Accounting Specialist	10
Utility Billing Specialist	8
Department Specialist	6 5
Customer Service Support Specialist	8
Administrative Assistant	10
Community Trails Coordinator	10
Custodian	4
Lead Maintenance Worker	10
Maintenance Worker (Parks & Building)	9
Irrigation Tech./Lead Maint. Worker	10
Urban Forester	11
Assistant Planner	12
Associate Planner	13
Planning Technician	9
Recreation Monitor	8
Recreation Program Coordinator	11
Field Supervisor	12
Lead Field Worker	11

Lead Traffic Tech./Electrician	12
Heavy Equipment Operator	10
Street Maintenance Worker	8
Mechanic	11
Shop Supervisor	13
Chief Wastewater Operator	14
Collection Operator I	8
Collection Operator II	10
Collection Operator III	11
Collection Supervisor	14
Compost Lead Operator	11
Compost Facility Operator	10
Cross Connection Control	12
Laboratory Analyst	11
Laboratory/Pretreatment Supervisor	15
Wastewater Maintenance Mechanic	11
Wastewater Field Inspector	12
Wastewater Operator III	12
Wastewater Operator II	10
Wastewater Operator I	8
GIS Technician	10
Utility Supervisor	12
Utility Operator	9
Utility Maintenance Worker	8
Senior Utility Operator	10

NOTE: Any updates in classifications and compensation are subject to eCouncil approval.

SECTION 2. It is agreed that an employee will be eligible for five percent (5%) pay increases annually on the employee's evaluation date will occur as follows with standard or above performance evaluations until the employee reaches the maximum of his/her paygrade. ~~five percent (5%) percent increase at 1 year; five percent (5%) percent increase at year two; five percent (5%) percent increase at year three; five percent (5%) percent increase at year four; five percent (5%) percent increase at year five; two and a half (2.5%) at year six; two and a half (2.5%) percent increase at year seven; two and a half (2.5%) at year eight; two and a half (2.5%) percent increase at year nine.~~

The Lake City Employee Association accepts the wage schedule in this Article 15 for the duration of this contract. Employees who do not reach the maximum of the wage range after receiving all eligible service time increases shall continue to be reviewed annually and receive a five (5%) percent increase until maximum wage of the classification is reached as long as the overall performance evaluation is rated as standard or above.

1 year	2 years	3 years	4 years	5 Years	6 Years	7 Years	8 Years	9 Years
5%	5%	5%	5%	5%	2.5%-5%	2.5%-5%	2.5%	2.5%
Increase	Increase	Increase	Increase	Increase	Increase	Increase	Increase	Increase

SECTION 3. In addition to the increases listed in Section 2, At the beginning of the pay period that includes Effective ~~October 1, 2018,~~ and in each of the subsequent ~~threetwo (32) five (5)~~ years of the contract, the City will provide a cost-of-living-market adjustment ~~increase of 2.5% according to the following schedule.~~

- October 1, 2023: 5.0%
- October 1, 2024: 3.0%

In addition, the City shall make to each person represented by LCEA at the time of payment, a one-time payment of Two Thousand Five Hundred and no/100 Dollars (\$2,500.00) to each person who is represented by LCEA at the time of payment). ~~Said payment shall occur on October 27, 2023.~~

SECTION 4. ~~A~~ an employee promotion will receive a ten (10%) percent increase upon promotion not to exceed the classification wage maximum and shall be at least equal to the minimum rate of the appropriate wage level upon appointment. Credit for City service shall stay in effect when determining eligibility for additional increases based on the service time wage increase sequence in Section 2 of this Article. A promoted Eemployee is eligible for a five percent (5%) increase after twelve (12) months with a standard or above performance evaluation. Thereafter, the effective date of the promotion becomes the new anniversary evaluation date and the employee will be eligible for five percent (5%) increases annually until the employee reaches the maximum of the newly promoted pay grade. Increases must be at least twelve (12) months apart.

SECTION 5. SHIFT DIFFERENTIAL: In addition to the established wage rates, the employer shall pay an hourly premium for the following: All hours worked on a regular scheduled shift beginning between 3:00 p.m. and 12:00 midnight shall be paid an additional twenty-five cents (\$.25) per hour. All hours worked on a regular scheduled shift beginning between 12:00 midnight and 3:59 a.m. shall be paid an additional fifty cents (\$.50) per hour. The differential rate is applied based on the time the work begins, and applied for all hours worked.

SECTION 6. EDUCATIONAL INCENTIVE PAY: It is agreed that employees who earn or who have earned degrees from accredited colleges ~~outside the City's tuition reimbursement program/plan~~ that is not a requirement of the position shall be paid the following, whichever is greater, which is in addition to base wage:

Associates Degree	.19/hour
Bachelor's Degree	.37/hour
Master's Degree	.47/hour

SECTION 7. LICENSE/CERTIFICATION PREMIUMS. It is agreed that employees shall be eligible for additional compensation when attaining a license ~~and/or certification on October 1, 2018 or thereafter~~ and maintaining the license and/or certification in accordance with the following:

As of October 1st 20~~23~~18, the following conditions apply:

1. Licenses/certificates: Employee must obtain written prior approval by the Department Head.
2. The licenses/certifications must be applicable to the work performed by the department and shall not be a requirement included in the employee's position classification.
3. Licenses and/or certifications set forth as a minimum requirement in a position classification are not eligible for this premium.
4. Only regular benefited, non-probationary employees are eligible.
5. The premiums are one time payouts and the amount determined by the category is paid for each certification received.
6. The employee requesting any premium payment compensation will provide all necessary documentation to the Department Head ~~for review to determine eligibility~~. The Department Head will forward approval to Human Resources for the one-time wage premium compensation. The one-time wage premium compensation shall not be denied if the employee obtained written prior approval of the Department Head for the license/certification. If a license/certification is not listed below, consideration for approval of additional licenses/certifications will be provided to the Department Head and Human Resources Director.
7. The examples are illustrative only and licenses/certifications are not limited to the list below:

Eligible licenses/certifications

Category I - \$150.00

(Requires 25 hrs or less prep time on or off work)

Permit Tech-(ICC)

Landscape Tech

Softscape Installation
Hardscape Installation
Turf Maintenance
Irrigation Installation
Flagger Technician/Certification
Commercial Driver's License –Class “B”

Traffic Control Technician

Category II - \$250.00

(Requires 25 to 45 hrs prep time on or off work)

Backflow Certification
Playground Safety Inspection Certification
Certified Arborist
Plumbing Inspector-(ICC)
Electrical Inspector-(ICC)
Fire Inspector I-(ICC)
Fire Inspector II-(ICC)
Residential Plans Examiner-(ICC)
Mechanical Inspector Residential-(ICC)
Building Inspector Residential-(ICC)
Road Scholar Certification Program
Pesticide Applicators License
Commercial Drivers License--Class “A”
Traffic Control Supervisor Certification

Category III - \$300.00

(Requires 45 to 80 hrs prep time on or off work)

Class II Treatment or Lab Analyst-(license)
Class II Collection or Distribution-(license)
Accessibility Inspector-(ICC)
Building Inspector Commercial-(ICC)
Mechanical Inspector Commercial-(ICC)
Plans Examiner IBC-(ICC)
Road Master Scholar Certification Program

Category IV - \$500.00

(2 yrs of post High School Education, 4 yrs related experience, 2 yrs of supervising personnel and successfully pass the required test)

Traffic Control Instructor~~Professional Technician~~
Class III Treatment of Lab Analyst-(license)
Class III Collection or Distribution-(license)

Category V – \$600.00

(4 yrs of post High School Education, 4 yrs related experience, 2 yrs of supervising personnel and successfully pass the required test)

American Institute of Certified Planners (AICP) Certification
Class IV Treatment or Lab Analyst-(license)

ARTICLE 16 – DUES DEDUCTION

The City shall remit on or before the first day of the following month at the place and address directed in writing by the Association, Association dues which are withheld from the pay of requesting employees. Requesting employees shall file a written authorization approving the deduction and remittance from their pay for said dues.

ARTICLE 17 – TUITION REIMBURSEMENT PROGRAM

The City agrees to reimburse employees at the in-state undergraduate tuition rates for public education institutions in Idaho. Reimbursement of the cost of tuition and/or registration fees will be one-hundred percent (100%) with an “A” or “B” grade and eighty (80%) percent with a “C” grade for any courses approved in advance by the Human Resources Director. Courses need to be directly related to the employee's present position or expected promotional position, but which courses are not required by the City and are attended upon the employee's personal volition.

Due to budget limitations and available funds, the City may not be able to approve all tuition reimbursement requests. All books, supplies and travel expenses shall be paid by the employee and the approved courses shall be taken outside of regularly scheduled working hours of the employee. If an employee voluntarily separates from the City’s employment within two years of receipt of tuition reimbursement, he/she agrees to reimburse the City in full for the total amount of tuition reimbursement paid by the City to the employee.

The City shall budget ~~\$5,000 for fiscal year 2018-2019, \$6,000 for fiscal year 2019-2020, \$7,000 for fiscal year 2020-2021, \$8,000 for fiscal year 2021-2022 and \$9,000.00 for each~~ fiscal year ~~2022-2023~~ for the potential reimbursement of LCEA employees for this program. Human Resources shall administer this program in accordance with practices and procedures established by the City Council.

ARTICLE 18 – BINDING AGREEMENT

This agreement and all exhibits hereto embody the entire agreement of the parties for the term set forth in the Preamble.

ARTICLE 19 – SEVERABILITY

If an article, or portion thereof, of this Agreement is found to be in conflict with any statute or regulation of the United States or the State of Idaho; by a court of competent jurisdiction, such articles, or portions of articles, shall be deemed null and void and of no further effect. However, such articles or portions of articles shall be severable from the remainder of this Agreement, and all other provisions hereof shall continue in full force and effect. The parties agree immediately to negotiate a substitute for an invalidated Article, Section or portion thereof.

ARTICLE 20 – CLASSIFICATION REQUIRED CERTIFICATION

It is agreed that when a classification—required certification or certification renewal is approved for payment, the City will pay the certification provider the incurred cost one time only. Therefore, if the employee is not successful in obtaining the certification during the initial process or not successful in the renewal process, any further cost is at the employee’s expense.

ARTICLE 21 – JOB DESCRIPTIONS

All essential job duty changes that would increase/decrease the responsibility level of the position or require changes to the acceptable experience and training or special qualifications to any LCEA—Represented classifications/job descriptions shall be presented to the LCEA Executive Board prior to implementation for their-its review and comments.

City of Coeur d'Alene

Lake City Employees Association (LCEA)

James Hammond, Mayor

Nick Goodwin, President

ATTEST:

Renata McLeod, City Clerk

Jason Hendricks, Vice-President

ACKNOWLEDGED BY:

Greg Beeman, Council 2

**CITY COUNCIL
STAFF REPORT**

DATE: AUGUST 15, 2023

FROM: TROY TYMESEN, CITY ADMINISTRATOR

SUBJECT: MEMORANDUM OF UNDERSTANDING FOR CAPTAIN DAVID HAGAR AND CAPTAIN JEFF WALTHER

DECISION POINT: Should Council approve the two-year Police Captain Memorandum of Understanding (MOU), establishing compensation and benefits?

HISTORY: The MOU shall be applicable to Captain David Hagar and Captain Jeff Walther for a term commencing October 1, 2023, and ending September 30, 2025. All prior agreements between the City and the Police Captains will no longer be applicable.

FINANCIAL: The following are the changes in the MOU from the previous MOU:

- 2-year term;
- For FY 2023-2024, Police Captains will receive an agreed upon 4.5% increase, equivalent to the Police Association, with a minimum annual salary of \$109,512 and a maximum annual salary of \$154,065;
- For FY 2024-2025, Police Captains will receive an agreed upon 2.5% increase, equivalent to the Police Association, with a minimum annual salary of \$112,257 and a maximum annual salary of \$157,914;

The Police Captains are no longer leveled in the City's overall employee pay structure. The wages set by the MOU place the Police Captains above a pay grade 19 and 9.4% below the Police Chief, Fire Chief, and City Attorney, who are leveled at a pay grade 20. The City Administrator is a pay grade 21, Deputy Fire Chiefs are a pay grade 18, and other department heads are a pay grade 18.

PERFORMANCE ANALYSIS: The proposed MOU with Captain David Hagar and Captain Jeff Walther was negotiated in good faith with the City, and the compensation and benefits included will provide a competitive package for the two Captains. The Captains have agreed to this MOU.

DECISION POINT/RECOMMENDATION: City Council should approve the two-year MOU with the Police Captains, establishing compensation and benefits.

RESOLUTION NO. 23-064

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF COEUR D'ALENE AND THE POLICE DEPARTMENT CAPTAINS.

WHEREAS, it is recommended that the City of Coeur d'Alene enter into a Memorandum of Understanding with the Police Department Captains, pursuant to terms and conditions set forth the Memorandum, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

WHEREAS, it is deemed by Council to be in the best interests of the City of Coeur d'Alene and the citizens thereof to enter into such Memorandum.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a Memorandum of Understanding with the Police Department Captains in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said Memorandum to the extent the substantive provisions of the Memorandum remain intact.

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

DATED this 15th day of August, 2012.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER WOOD Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER ENGLISH Voted

_____ was absent. Motion _____.

Memorandum of Understanding

This understanding is made and entered into this 15th day of August, 2023, by and between the **City of Coeur d'Alene**, hereinafter referred to as the "City," and Captain David Hagar and Captain Jeff Walther, hereinafter referred to as the "Captains." The understanding shall be for a term commencing October 1, 2023, and ending September 30, 2025.

Section 1. Purpose/Intent

The purpose of this document is to create an understanding that specifically pertains to Captains, who are FLSA "exempt employees." Captains perform work under the day-to-day guidance of the Police Chief.

Section 2. Definitions

- (a) "Police Department Captains" shall mean employees responsible for the management of one or more major divisions within the Police Department with a rank of captain.
- (b) "Administrative exempt employee" shall be the Fair Labor Standards Act classification under which Captains will be regulated. As such, Captains shall be paid on a salary basis and shall not be eligible for compensatory or overtime pay.

Section 3. Conditions of Employment

- (a) Residency: Captains must disclose to the Police Chief any intent to change residency because Captains, at the discretion of the Police Chief, may be required to reside within twenty (20) miles of City limits.
- (b) Duties: A Captain's duties and responsibilities shall be in accordance with the adopted job description, as well as all duties assigned by the Police Chief.
- (c) Application of Personnel Rules: Captains shall be exempt from the Personnel Rules of the City of Coeur d'Alene except for the following and as may be determined by City Council hereafter:
 - 1. Rule 1, Section 11, "Standards and Conduct"
 - 2. Rule 11, Section 4, "Sick Leave"
 - 3. Rule 11, Section 5, "Bereavement Leave," allowing for up to 40 hours of leave without pay
 - 4. Rule 11, Section 6, "Military Leave"
 - 5. Rule 11, Section 8, "Witness and Jury Leave"
 - 6. Rule 11, Section 10, "Holidays"
 - 7. Rule 11, Section 11, "Family and Medical Leave"
 - 8. Rule 11, Section 12, "Retirement Consultation Benefit"

9. Rule 14, "Code of Conduct"
10. Rule 15, "Corrective/Disciplinary Action"
10. Rule 16, "Grievance Procedures "
11. Rule 17, "Personnel Appeals Procedures"
12. Rule 19, " City Property"
13. Rule 20, "Authorization and Procedures for Expense Reimbursement"
14. Rule 22, "Drug/Alcohol Policy"
15. Rule 23, "Workplace Discrimination, Harassment and Retaliation"
16. Rule 24, "Workplace Violence Prevention"
16. Any other rule that, by its terms, is specifically applicable to Police Department Captains.

- (d) In addition to the personnel rules listed above, Captains must follow all policies and procedures applicable to them that are approved by the City Council by Resolution.

Section 4. Benefits

- (a) Vacation Accruals: Vacation accruals shall be as follows:

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

Vacation usage must be reported on time records in half-day increments. A Captain with more than three hundred sixty (360) hours vacation leave as of each October 1 (the first day of the City's fiscal year) shall utilize the excess leave before January 15 of the following calendar year, unless otherwise approved by the Police Chief and the Human Resources Director.

Vacation Accrual Credit for Past Work Experience: Captains may be given credit for vacation accrual based on past similar work experience. In order to qualify, the Captain must provide their previous job description and any other relevant information to the Human Resources Director who will review the information to determine if the prior position was sufficiently similar to the adopted job description for the position to warrant vacation accrual credit for the past work experience.

- (b) Sick Leave: As an FLSA exempt employee, Captains shall continue to accrue sick leave according to Rule 11, Section 4, of the Personnel Rules (ten hours per month). Sick leave usage must be reported on time records in half day increments. Captains shall be eligible to participate in the sick leave bank. Captains shall not receive compensation for accumulated sick leave unless the employee retires from the City of Coeur d'Alene pursuant to the provisions of Idaho Code. Sick leave options 1 and 2, found in Rule 11, Section 4, of the Personnel Rules, are applicable.

- (c) Compensatory Time (comp time): As an FLSA exempt employees, Captains are not eligible for comp time.
- (d) Compensation/Performance Based Salary Increases: Captains shall be paid a salary as set herein.

Captains shall receive annual salary increases based on a performance-based evaluation from the Police Chief. Captains will receive a salary increase ranging from 5% to 8% if their performance is rated an overall average or above rating. If performance is below average, a Captain is not eligible for any increase until performance is at a minimum of an overall average. A salary increase will only be granted following a minimum of twelve consecutive months of service from the previous performance salary increase and salary increases will continue, not to exceed the maximum salary of the pay/classification plan, as follows:

<u>Police Captain (Exempt)</u>	<u>Minimum</u>	<u>Maximum</u>
FY 2023 – 2024	\$109,512	\$154,065
FY 2024 – 2025	\$112,257	\$157,914

The above minimum and maximum include an agreed upon wage adjustment as follows:

October 1, 2023: 4.5%
 October 1, 2024: 2.5%

Any other changes to the compensation/classification plan will only be made if agreed by the Captains and the City Administrator in writing and approved by Council.

Captains who earn a degree reasonably related to their job function from accredited colleges shall be paid an additional amount based upon the following:

Associate degree: \$.19 per hour
 Bachelor’s degree: \$.37 per hour
 Master’s degree: \$.47 per hour

- (e) Additional Benefits: Captains shall receive the same Social Security (F.I.C.A.), Public Employees Retirement System of Idaho (PERSI), medical, dental, and vision insurance, and long-term disability insurance authorized by the City Council for the employees represented by the Police Association.
- (f) Health Reimbursement Arrangement (HRA/VEBA): The City will contribute one hundred thirty-three dollars (\$133.00) per month to each Captain’s HRA/VEBA Plan.

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

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

A Captain who retires from the City of Coeur d'Alene pursuant to the provisions of Idaho Code will receive a lump sum payment to the Captain's HRA/VEBA plan for vacation and eligible sick leave balances.

- (g) Administrative Call-Out Compensation for Exempt Police Captains: The City agrees to compensate Captains for up to 50 hours per fiscal year in recognition of unplanned hours worked outside of a typical exempt employee work schedule. Hours shall be recorded and approved by the Police Chief and compensation shall be based on Captain's gross hourly rate of pay and placed into his/her HRA/VEBA plan.
- (h) Life Insurance: The City will provide life insurance for Captains and dependents as follows:
- 1) Captain life insurance shall be \$50,000;
 - 2) Dependent life insurance, \$1,000;
 - 3) Accidental death and dismemberment insurance, Captain only, shall be \$50,000.
- (i) Tuition Reimbursement: The City agrees to reimburse Captains at the in-state tuition rates for public education institutions in Idaho. The City will reimburse one hundred percent (100%) with an "A" or "B" grade and eighty (80%) with a "C" grade for the cost of approved job-related educational courses at accredited colleges and universities which are directly related to the Captain's present position or expected promotional position, but which courses are not required by the City and are attended upon the Captain's personal volition. All books, supplies and travel expenses shall be paid by the Captain. The courses shall be approved for reimbursement by the Chief of Police thirty (30) days prior to the start of the course and forwarded to the Human Resources Director.

If a Captain voluntarily separates from the City's employment within two years of receipt of tuition reimbursement, he/she agrees to reimburse the City in full for the total amount of tuition reimbursement paid by the City to the Captain.

- (j) Miscellaneous: The Police Chief shall authorize car assignments. Any personal use of a City assigned vehicle may be taxable to the Captain per IRS Publication 15-B.

Section 5. Supervision

Captains shall be supervised by the Police Chief and subject to disciplinary action as deemed appropriate by the Police Chief.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this Memorandum of Understanding on behalf of said City, and the Captains have caused the same to be signed, the day and year first above written.

CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO

CAPTAINS

By: _____
James Hammond, Mayor

By: _____
David Hagar

ATTEST:

By: _____
Renata McLeod, City Clerk

By: _____
Jeff Walther

**CITY COUNCIL
STAFF REPORT**

DATE: AUGUST 15, 2023
FROM: TODD FEUSIER, STREETS/ENGINEERING DIRECTOR
**SUBJECT: REQUEST FOR APPROVAL OF A CONTRACT WITH ARDURRA FOR
FINAL DESIGN FOR THE 15TH STREET RECONSTRUCTION PROJECT
FROM HARRISON TO BEST**

=====

DECISION POINT:

Should Council approve a contract with Ardurra for final design for the 15th Street Reconstruction project?

HISTORY:

The City of Coeur d'Alene recently completed *15th Street 30% Concept Validation* with Ardurra (formerly known as T-O Engineers). The project included design documentation coinciding with 30% conceptual plans and cost estimate. The plan included improving 15th Street, between Harrison Avenue and Best Avenue. The improvements include mill/grind and inlay just north of Harrison Avenue to north side of I-90 westbound on-ramp, which includes updating the City's illumination system within the interchange footprint, and north of I-90 westbound on-ramp a full reconstruction of 15th Street. The proposed complete street modifications include continuous 5-foot sidewalk on the west side, 10- to 11-foot travel lanes, two 5-foot bicycle lanes, and a multi-use path on the east side. The new design will also look for opportunities to capture and dispose of stormwater with swales, rather than piping to the existing outfall.

FINANCIAL ANALYSIS:

The cost for the final design is \$683,700.00. This is a budgeted item.

PERFORMANCE ANALYSIS:

This Scope of Work includes design tasks to carry the 30% Concept through the 100% Final Design. Approval of this agreement will enable the City to move forward with this project and position the City to seek construction funding as it becomes available from the State. This project will be the final phase for completing the entire corridor of 15th Street.

DECISION POINT/RECOMMENDATION:

Council should approve the contract with Ardurra for the final design of the 15th Street Reconstruction project from Harrison to Best and authorize the mayor to execute the contract.

RESOLUTION NO. 23-065

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH ARDURRA GROUP, INC., FOR THE FINAL DESIGN OF THE 15TH STREET RECONSTRUCTION PROJECT BETWEEN HARRISON AVENUE AND BEST AVENUE.

WHEREAS, the Streets and Engineering Director of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a Professional Services Agreement with Ardurra Group, Inc., for the final design of the 15th Street Reconstruction Project between Harrison Avenue and Best Avenue, pursuant to terms and conditions set forth in said Professional Services Agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to enter into such Professional Services Agreement.

NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a Professional Services Agreement with Ardurra Group, Inc., for the 15th Street, Harrison Ave., to Best Ave., Multimodel Reconstruction Project, in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said Professional Services Agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 15th day of August, 2023.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.

PROFESSIONAL SERVICES AGREEMENT
for
15TH STREET, HARRISON AVE. TO BEST AVE.,
MULTIMODEL RECONSTRUCTION

THIS Professional Services Agreement is made and entered into this 15th day of August, 2023, between the **CITY OF COEUR D’ALENE**, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the “**CITY**,” and **ARDURRA GROUP, INC.**, a corporation duly organized and existing in the state of Florida, doing business at 1717 S. Rustle Street, Ste. 201, Spokane, Washington, hereinafter referred to as the “**CONSULTANT**.”

W I T N E S S E T H:

WHEREAS, in compliance with State law and the **CITY**’s policies, the **CONSULTANT** has been selected to perform professional services on the basis of qualifications and demonstrated competence; and

WHEREAS, it was deemed to be in the best interests of the **CITY** to retain the **CONSULTANT**; and

WHEREAS, the **CONSULTANT** and the **CITY** have reached this Agreement for the Final Design for Improvements to 15th Street, between Harrison Avenue to Best Avenue, in Coeur d’Alene, Idaho, hereinafter referred to as the “**Work**,” according to the Project Documents on file in the office of the City Clerk of the **CITY**, which Project Documents are incorporated herein by reference.

NOW, THEREFORE,

IT IS AGREED that, for and in consideration of the covenants and agreements made and to be performed by the **CITY** as set forth herein, the **CONSULTANT** shall complete the **Work**, furnishing all services therefor according to the Project Documents. All services performed shall be of the high quality typically provided by members of the **CONSULTANT**’s profession.

SECTION 1. EMPLOYMENT OF CONSULTANT. The **CITY** agrees to engage the **CONSULTANT** and the **CONSULTANT** agrees to perform the services as described in Section 2 hereof.

SECTION 2. SCOPE OF SERVICES.

A. The **CONSULTANT** shall perform the services described in the Scope of Services attached hereto and incorporated herein by reference as Exhibit “A.”

B. The **CONSULTANT** shall perform all the necessary ancillary services respecting the tasks set forth in the Scope of Services.

SECTION 3. PERSONNEL.

A. The **CONSULTANT** represents that it has or will secure at its own expense all personnel required to perform its services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the **CITY**.

B. All of the services required hereunder will be performed by the **CONSULTANT** or under its direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

C. The **CONSULTANT** agrees to maintain Worker's Compensation coverage on all employees, including the employees of subcontractors, during the term of this Contract as required by Title 72, Idaho Code. In addition to a certificate of insurance, the **CONSULTANT** shall furnish to the **CITY**, prior to commencement of the work, such evidence as the **CITY** may require guaranteeing contributions which will come due under the Employment Security Law including, at the option of the **CITY**, a surety bond in an amount sufficient to make such payments. Should the **CONSULTANT** fail to maintain the required Worker's Compensation insurance during the entire term hereof, the **CONSULTANT** shall indemnify the **CITY** against any loss resulting to the **CITY** from such failure, either by way of compensation or additional premium liability.

SECTION 4. TIME OF PERFORMANCE. The services of the **CONSULTANT** shall commence upon execution of this Agreement by the **CITY** and shall be completed on or before February 1, 2025. The period of performance may be extended for additional periods only by the mutual written agreement of the parties.

SECTION 5. COMPENSATION.

A. Subject to the provisions of this Agreement, the **CITY** shall pay the **CONSULTANT** a sum not to exceed Six Hundred Eight-three Thousand Seven Hundred and no/100 Dollars (\$683,700.00), unless authorized in writing by the **CITY**.

B. Except as otherwise provided in this Agreement, the **CITY** shall not provide any additional compensation, payment, use of facilities, services, or other thing of value to the **CONSULTANT** in connection with performance of its duties under this Agreement. The parties understand and agree that administrative overhead and other indirect or direct costs the **CONSULTANT** may incur in the performance of its obligations under this Agreement have already been included in computation of the **CONSULTANT**'s fee and may not be charged to the **CITY**.

SECTION 6. METHOD AND TIME OF PAYMENT. Monthly progress payments must be submitted by the 10th of the month for work done in the previous calendar month. Partial payment shall be made by the end of each calendar month for the work completed in the previous calendar month and certified by the **CONSULTANT**. Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council.

SECTION 7. TERMINATION OF AGREEMENT FOR CAUSE. If, through any cause within the **CONSULTANT**'s reasonable control, the **CONSULTANT** shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the **CONSULTANT** shall violate any of the covenants, agreements, or stipulations of this Agreement, the **CITY** shall provide the **CONSULTANT** a written statement of the deficiency and shall provide a reasonable time to remedy the deficiency. If the **CONSULTANT** fails to cure the deficiency, the **CITY** shall have the right to terminate this Agreement by giving written notice to the **CONSULTANT** of such termination and specifying the effective date thereof. Such written notice shall be provided to the **CONSULTANT** at least five (5) days before the effective date of such termination. In that event, all finished or unfinished hard copy documents, data, studies, surveys, and reports or other materials prepared by the **CONSULTANT** under this Agreement shall, at the option of the **CITY**, become its property, and the **CONSULTANT** shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred.

SECTION 8. TERMINATION FOR CONVENIENCE. The **CITY** may terminate this Agreement at any time by giving thirty (30) days' written notice to the **CONSULTANT** of such termination and specifying the effective date of such termination. In that event, all finished or unfinished hard copy documents, data, studies, surveys, and reports or other materials prepared by the **CONSULTANT** under this Agreement shall, at the option of the **CITY**, become its property. The **CONSULTANT** shall be entitled to receive compensation not to exceed the amount reasonably billed for work actually done and expenses reasonably incurred as of the effective date of the termination.

SECTION 9. MODIFICATIONS. The **CITY** may, from time to time, require modifications to the Scope of Services, Exhibit "A," to be performed under this Agreement. The type and extent of such services cannot be determined at this time; however, the **CONSULTANT** agrees to do such work as ordered in writing by the **CITY**, and the **CITY** agrees to compensate the **CONSULTANT** for such work accomplished by written amendment to this Agreement.

SECTION 10. NON-DISCRIMINATION.

A. The **CONSULTANT** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, sexual orientation and/or gender identity/expression. The **CONSULTANT** shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, sexual orientation and/or gender identity/expression. Such actions shall include, but not be limited to the following:

employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The **CONSULTANT** agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONSULTANT**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin, sexual orientation and/or gender identity/expression. The **CONSULTANT** will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each sub-consultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

B. The **CONSULTANT** shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the **CITY** may require.

C. The **CONSULTANT** shall comply, if applicable, with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the “Regulations”), which are herein incorporated by reference and made a part of this Agreement. In addition, the **CONSULTANT** shall comply with the requirements of Chapter 9.56, Coeur d’Alene Municipal Code.

D. The **CONSULTANT**, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, national origin, sexual orientation, and/or gender identity/expression, in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The **CONSULTANT** shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations or discrimination prohibited by Chapter 9.56, Coeur d’Alene Municipal Code.

E. In all solicitations either by competitive bidding or negotiations made by the **CONSULTANT** for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the **CONSULTANT** of the **CONSULTANT**’s obligations under this Agreement and the Regulations and Municipal Code relative to non-discrimination on the grounds of race, color, sexual orientation and/or gender identity/expression, national origin, sexual orientation, and/or gender identity/expression.

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

G. In the event of the **CONSULTANT**'s non-compliance with the non-discrimination provisions of this Agreement, the **CITY** shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

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

The **CONSULTANT** shall include the provisions of paragraphs (C) through (G) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The **CONSULTANT** shall take such action with respect to any sub-consultant or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the **CONSULTANT** becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the **CONSULTANT** may request ITD enter into such litigation to protect the interests of the state and, in addition, the **CONSULTANT** may request the USDOT enter into such litigation to protect the interests of the United States.

SECTION 11. ANTI-BOYCOTT CERTIFICATION. Pursuant to Idaho Code § 67-2346, the **CONSULTANT** 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. This provision shall not apply if the Agreement has a total potential value of less than one hundred thousand dollars (\$100,000.00) or if the **CONSULTANT** has fewer than ten (10) employees.

SECTION 12. CHINESE OWNERSHIP CERTIFICATION. Pursuant to Idaho Code § 67-2359, the **CONSULTANT** 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 the People's Republic of China.

SECTION 13. ASSIGNABILITY.

A. The **CONSULTANT** shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the **CITY** thereto. Provided, however, that claims for money due or to become due to the **CONSULTANT** from the **CITY** under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the **CITY**.

B. The **CONSULTANT** shall not delegate duties or otherwise subcontract work or services under this Agreement without the prior written approval of the **CITY**.

SECTION 14. Interest of Consultant. The **CONSULTANT** covenants that neither it nor its owners or officers presently have an interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The **CONSULTANT** further covenants that, in the performance of this Agreement, no person having any such interest shall be employed on the Work.

SECTION 15. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the **CONSULTANT** under this Agreement which the **CITY** requests to be kept confidential shall not be made available to any individual or organization by the **CONSULTANT** without the prior written approval of the **CITY**.

SECTION 16. Publication, Reproduction and Use of Materials. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The **CITY** shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. The **CONSULTANT** shall provide copies of such work products to the **CITY** upon request. The **CITY** may make and retain copies of Documents for information and reference in connection with use on the Project by the **CITY**. Such Documents are not intended or represented to be suitable for reuse by the **CITY** or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by the **CONSULTANT**, as appropriate for the specific purpose intended, will be at the **CITY**'s sole risk and without liability or legal exposure to the **CONSULTANT** and the **CONSULTANT**'s sub-consultants. To the extent allowed by law, the **CITY** shall indemnify and hold harmless the **CONSULTANT** and **CONSULTANT**'s sub-consultants from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.

SECTION 17. Audits and Inspection. The **CONSULTANT** shall provide access for the **CITY** and any duly authorized representatives to any books, documents, papers, and records of the **CONSULTANT** that are directly pertinent to this specific agreement for the purpose of making audit, examination, excerpts, and transcriptions. The **CONSULTANT** shall retain all records pertinent to the project for three years after final payment and all other pending matters are closed.

SECTION 18. Jurisdiction; Choice of Law. Any civil action arising from this Agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County, Idaho. The laws of the state of Idaho shall govern the rights and obligations of the parties.

SECTION 19. Non-Waiver. The failure of the **CITY** at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the **CITY** thereafter to enforce each and every protection hereof.

SECTION 20. Permits, Laws and Taxes. The **CONSULTANT** shall acquire and maintain in good standing all permits, licenses and other documents necessary to its performance under this Agreement, including all necessary licenses and certifications for its employees. All actions taken by the **CONSULTANT** under this Agreement shall comply with all applicable statutes, ordinances, rules, and regulations. The **CONSULTANT** shall pay all taxes pertaining to its performance under this Agreement.

SECTION 21. Relationship of the Parties. The **CONSULTANT** shall perform its obligations hereunder as an independent contractor of the **CITY**. The **CITY** may administer this Agreement and monitor the **CONSULTANT**'s compliance with this Agreement, but shall not supervise or otherwise direct the **CONSULTANT** except to provide recommendations and to provide approvals pursuant to this Agreement.

SECTION 22. Integration. This Agreement, and all appendices and amendments thereto, embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

SECTION 23. Hold Harmless.

A. The **CONSULTANT** shall save, hold harmless, indemnify, and defend the **CITY**, its officers, agents and employees from and against any and all damages or liability arising out of the acts, errors, omissions, or negligence, including costs and expenses, for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by any person or persons or property arising from the **CONSULTANT**'s performance of this Agreement and not arising from the **CONSULTANT**'s professional services. To this end, the **CONSULTANT** shall maintain general liability insurance in at least the amount set forth in Section 25(A).

B. The **CONSULTANT** shall save, hold harmless, and indemnify the **CITY**, its officers, agents, and employees from and against damages or liability arising out of the **CONSULTANT**'s negligent acts, errors, or omissions, including costs and

expenses for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by persons or property to the extent arising from the **CONSULTANT**'s negligent performance of this Agreement, including but not limited to the **CONSULTANT**'s professional services. To this end, the **CONSULTANT** shall maintain Errors and Omissions insurance in at least the amounts set forth in Section 25(B).

SECTION 24. Notification. Any notice under this Agreement may be served upon the **CONSULTANT** or the **CITY** by mail at the following addresses:

City of Coeur d'Alene
710 E. Mullan Ave.
Coeur d'Alene, ID 83814
Attn.: Renata McLeod, City Clerk

Ardurra Group, Inc.
1717 S. Rustle Street, Ste. 201
Spokane, WA 99224
Attn.: ReBecca Fouts, Transportation Project Manager

SECTION 25. Standard of Performance and Insurance.

A. The **CONSULTANT** shall maintain general liability insurance naming the **CITY**, its entities, and its representatives as additional insureds in the amount of at least \$500,000.00 for property damage or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for by Idaho Code § 6-924.

B. In performance of professional services, the **CONSULTANT** will use that degree of care and skill ordinarily exercised under similar circumstances by members of the **CONSULTANT**'s profession. Should the **CONSULTANT** or any of the **CONSULTANT**'s employees be found to have been negligent in the performance of professional services from which the **CITY** sustains damage, the **CONSULTANT** has obtained Errors and Omission Insurance with limits of at least five hundred thousand dollars (\$500,000.00). The **CONSULTANT** shall maintain, and furnish proof thereof, coverage for a period of two years following the completion of the project.

C. The **CONSULTANT** shall obtain and maintain auto liability insurance with limits in the amount of at least \$500,000.00 for the duration of the project.

D. Prior to work under this Agreement, the **CONSULTANT** shall furnish to the **CITY** certificates of the insurance coverages required herein, which certificates must be approved by the City Attorney. Certificates shall provide for at least thirty (30) days' notice to the **CITY** prior to cancellation of the policy for any reason. In addition, the **CONSULTANT** shall promptly notify the **CITY** when the policy is canceled.

IN WITNESS WHEREOF, this agreement executed the day and year first written above.

CITY OF COEUR D'ALENE

ARDURRA GROUP, INC.

James Hammond, Mayor

Bill White, NW Transportation Manager

ATTEST:

ATTEST:

Renata McLeod, City Clerk

ReBecca Fouts, Transportation Project Manager



15th St. Harrison Ave to Best Ave – Multimodal Reconstruct Scope of Work



SCOPE OF WORK

15th St. Harrison Ave to Best Ave – Multimodal Reconstruct (230137)
July 27, 2023

The City of Coeur d’Alene (CDA/City) recently completed *15th Street 30% Concept Validation* with Ardurra (formerly known as T-O Engineers). The project included design documentation coinciding with 30% conceptual plans (two-dimensional) and cost estimate. The plan included improving 15th Street, between Harrison Avenue and Best Avenue in Coeur d’ Alene, Idaho. The improvements include mill/grind and inlay just north of Harrison Avenue to north side of I-90 westbound on-ramp, which includes updating the City’s illumination system within the interchange footprint, and north of I-90 westbound on-ramp a full reconstruction of 15th Street. The proposed complete street modifications include continuous 5-foot sidewalk on the west side, 10- to 11-foot travel lanes, two 5-foot bicycle lanes, and a multi-use path on the east side. The concept included the design documentation and two-dimensional layout for the plan forward. The result was a pre-design report, plans, and estimate.

This Scope of Work (SOW) includes design tasks to carry the 30% Concept, as documented in the *15th Street Harrison Ave. to Best Ave. 30% Concept Validation*, through the 100% Final Design, in two phases, which includes Plans, Specifications, and Estimate. Work Tasks include:

- Task 1: Project Management
- Task 2: Topographic and Hydraulic Surveying, and Mapping
- Task 3: Public Involvement
- Task 4: Boundary and Right-of-Way Survey Support
- Task 5: Right-of-Way Acquisition
- Task 6: Geotechnical Evaluation
- Task 7: Environmental Evaluation
- Task 8: Stormwater/Drainage/Hydraulics/FEMA
- Task 9: Traffic Operations & Design/Utilities
- Task 10: Landscaping Design
- Task 11: 60% Design
- Task 12: 90% Design
- Task 13: 100% Bid Package and Award

Design will follow the engineering standards found here: [City of Coeur d’Alene - Engineering \(CDAIDid.org\)](http://CityofCoeurdAlene.org/Engineering). Where both minimum and desirable values are provided, reasonable effort shall be made to achieve the desirable standards. Any design exception must be approved by CDA in writing. The following may be used:

- Coeur d’Alene Standard Drawings (2018)
- Coeur d’Alene Stormwater Management Plan
- Coeur d’Alene Best Management Practices for Construction Sites
- AASHTO A Policy on Geometric Design of Highways and Streets ‘Green Book’ and Bike Guide
- PROWAG
- MUTCD
- ITD Standard Drawings
- ISPWC Standard Publications

The project is located within a FEMA AE Zone with established Base Flood Elevation. A Floodplain Permit from the City of Coeur d’Alene Engineer will be provided. A hydraulic analysis was not started in the Concept Study and will be completed in this contract. Consultant will use the estimated 25-year flow rate. The results of the modeling will be compiled within a Flood Elevation Study to be included within the Floodplain Development Permit submittal to the City.



15th St. Harrison Ave to Best Ave – Multimodal Reconstruct Scope of Work



Ardurra, herein called the Consultant, will design the project and supply documentation in accordance with this scope of work, the current version of the ISPWC standard publications found here: [Idaho Transportation Department](#), and any City adopted supplements provided.

Schedule and Budget

This project is currently programmed for Right of Way in FY 2024 and construction in FY 2025. It is yet to be determined if this construction project will include federal funding. We have recommended the schedule for this project to include the following milestones:

- ◆ August 1, 2023 - Assumed Contract Authorization, Kick-Off / Scope Refinement Meeting to shortly follow.
- ◆ October 1, 2023 - Submittal of Survey/Basemap, draft Geotechnical Report
- ◆ December 1, 2024 - Environmental Documentation Complete
- ◆ February 1, 2024 – 60% Design Submittal
- ◆ February 15, 2024 – FEMA / CLOMR Submittal
- ◆ December 1, 2024 – 90% PS&E and DDP Submittal, Right-of-Way Acquisitions complete
- ◆ February 1, 2025 – FEMA / CLOMR Approval
- ◆ February 1, 2025 - Submittal of 100% PS&E and approved DDP
- ◆ March 5, 2025 – City Council Approves Bid Package
- ◆ March 15, 2025 - Advertise Project, Four Weeks
- ◆ April 15, 2025 - Award Project for Construction
- ◆ October 15, 2025 – Construction Operational Complete

The Consultant total lump sum budget is anticipated as \$445,300 for 60% Constructability Phase and \$238,900 for Final Design Phase, with a total budget of \$684,200 to complete the two phases. To proceed with the Final Design Phase both parties will be required to agree.

1. PROJECT MANAGEMENT

The consultant will prepare and administer the project on behalf of CDA. The updates are anticipated to include a project status update, questions/issues for the team, upcoming submittals, and action items. Consultant will coordinate, as needed, with the project team following the email updates. Project Invoices will be sent monthly, providing labor and direct expenses.

- 1.1. Project Administration: Ardurra will coordinate overall activities of project team members. Research and answer general project related questions not related to specific work tasks. A project management plan will be used in conjunction with team meetings.
- 1.2. Progress Reports & Invoicing: It is assumed the project duration will be eighteen months (18). Progress reports and invoices will be submitted monthly.
- 1.3. Client Meetings:
 - Kick Off / Scope Refinement Meeting
 - Monthly Status meetings (30-min each)



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- 1.4. Team Meetings: Ardurra will schedule and conduct meetings as necessary.
 - Kick Off Meeting: Kick-off team meeting (all staff).
 - Bi-Weekly Internal Team Meetings (30-minutes on average)
 - Additional Team Meetings as Necessary

- 1.5. Project Schedule: A project schedule will be created and updated as progress develops, with distribution to CDA at 60% and 90% submittals at a minimum.

Task 1 Deliverables:

- Monthly invoices
- Project Management Plan
- Project Status/Schedule Updates

Assumptions

- Primary City contact will be Dennis Grant.
- Project is expected to be eighteen (18) months in duration.
- Client Kick-Off / Scope Refinement will be in person. All other administrative meetings will be via teleconference.
- Design Review Meetings will be addressed in other phases.
- All meetings will be a maximum of one (1) hour long.
- Six (6) additional team meetings.
- Consultant will lead all communication and coordination with Idaho Department of Transportation and Fire Department for this project on behalf of CDA. CDA to provide contact information.
- CDA will review and approve summary action items within a week of distribution.

2. TOPOGRAPHIC AND HYDRAULIC SURVEYING, AND MAPPING

15th Street Harrison Ave. to Best Ave. 30% Concept Validation project performed limited additional topographic surveying, which included a 15% verification of topography DTM, most existing features, most above ground utilities, and horizontal location of overhead power lines. Ardurra provided updated changes and/or updates to existing features as observed. Finally, the team utilized the existing information to move the information to the Idaho State Plan Coordinate System NAD 83, 2011 Adjustment, Idaho West Zone, projected to the ground and using the NAVD88 vertical datum and Geoid 18. The project identified additional areas that needed to be surveyed for the civil design team and for the FEMA Floodplain remapping as follows:

2.1. Utilities & Infrastructure -

- Avista, Spectrum, TDS, Ziplly, and any other utility companies will be required to locate their underground utilities to include communications and gas lines. Ardurra will make the 811 utility locate service calls along the project area at approximate 800-foot intervals and coordinate with the locators as needed. We will then field survey the marked utilities and incorporate them into the existing basemap. In the event utility companies will not locate their utilities for design purposes, the project may need coordination assistance by the City.
- We will survey the Avista overhead powerline near the I-90 interchange to capture the horizontal and vertical location of the powerline wires. This will be utilized primarily for designing the illumination system.
- Field inspection of existing junction boxes, overhead wires and signal cabinet at Best Ave. will be necessary, along with marked utilities (locates) and followed by a topographic survey to be incorporated into the design.

2.2. Stormwater / Hydraulics

FEMA – The 2010 Kootenai County FIS contains a detailed study of Nettleton Gulch. Per the revision notes, base flood elevations were added to Nettleton Gulch in 1995 (original study in



15th St. Harrison Ave to Best Ave – Multimodal Reconstruct Scope of Work



1984). To remove the existing residential areas from the floodplain where Nettleton Gulch enters the storm drain network, Ardurra will complete a topographic survey of the area as shown on the attached "Hydraulic Survey Area Exhibit" cross sections along specific areas may also be needed as directed by the Hydraulics Engineer. It is anticipated the area of topographic survey will be completed using an unmanned aerial vehicle (UAV) utilizing LiDAR and aerial photography. We will further complete an approximately 15% "ground truthing" of the LiDAR data using GPS and conventional surveying equipment to ensure the LiDAR data is as accurate as possible.

2.3. Confirm locations of existing swales/drywells within the project limits. Gather rim and invert elevations for all the catch basins and curb drain inlets. Rim and invert elevations for pipes that begin/terminate outside of 15th St. (to model slopes properly for pipes entering/leaving the 15th St storm system). Confirm rim and invert elevations at manholes, especially at NET1-1A2 (STA 109+92) and New (STA 100+66). Confirm pipe sizes at NET1-1A1 (STA 106+95). The limits of the rims and pipes outside of the project limits is 1000 feet.

2.4. Right of Entry

Per Idaho Code 54-1230 right of entry for all parcels we will need to physically access and fly the UAV over will be required. We will send a form letter notification by first class mail to all applicable landowners. In addition to the form letter mailings, we will also knock on the door of all landowners where we need to physically occupy a portion of their land. A spreadsheet will be created that identifies all landowners to which a letter was mailed. The spreadsheet will include a section for landowner conditions and correspondence regarding entering their property.

2.5. Intersections

Existing pavement markings, specifically to the center of Harrison Ave to 200-feet north of the intersection, at the I-90 and 15th Street off ramp stop line interchange areas, and at the Best Ave and 15th Street intersection (50-feet to the N, S, E, and W directions).

2.6. Base mapping

Ardurra will create a basemap of the topographic surveying area and DTM for the hydraulic engineering and civil design. The basemap will include all topography and features that were surveyed by us as well as those items, as applicable, as previously surveyed by Lake City Engineering (LCE). We will modify the AutoCAD items previously surveyed and mapped by LCE to correct them to be on the Ardurra corresponding layers and styles.

Task 2 Deliverables:

- Supplemental topographic and feature mapping and DTM for civil design in AutoCAD Civil 3D format.
- Supplemental topographic and feature map for the hydraulic modeling and analysis in AutoCAD Civil 3D format.

Assumptions

- There are up to 200 parcel owners to which we need to send right of entry letters.
- There will be no issues of denial for right of entry. If local law enforcement needs to be contacted to enforce the right of entry law, additional fees could be needed.
- There will be no snow on the ground at the time of the LiDAR flight.
- Right of Entry letters will be sent to the record owner with a statement to forward to their rental/lease attendant to inform them we will be flying an Unmanned Aerial Vehicle (UAV) over their property. For properties of which we need to physically access, we will also be knocking on doors to notify the occupant we are there. When the occupant is not home, we will leave a copy of the right of entry letter using a door hanger.



15th St. Harrison Ave to Best Ave – Multimodal Reconstruct Scope of Work



3. PUBLIC INVOLVEMENT

Ardurra will support the City in providing community engagement and coordination with stakeholders through the project.

- 3.1. Stakeholders Meeting: Ardurra will attend a meeting with businesses/groups, e.g., Avista, who have a key interest or stake in the project prior to the 60% design package.
- 3.2. Public Meeting: Consultant will attend planned CDA meeting, likely held at the adjacent fire station. The meeting will be held to present the 60% design (following review). Display boards (up to eight) will be used to present the proposed design and supporting information. Attendees will have the opportunity to review the information and provide comments.
- 3.3. City Council Meeting: Consultant will attend a scheduled City Council meeting around the 90% design package. A powerpoint (5-10 slides) will present the resulting design and supportive information leading up to the resulting project.

Task 3 Deliverables:

- Two (2) consultant staff members at each meeting.
- Event summary memo with comment matrix

Assumptions

- CDA will notify stakeholders of the meeting.
- CDA Project Manager to lead/conduct meetings, Ardurra will assist.
- CDA will prepare, distribute, and advertise all notification materials. CDA will determine the format of distribution, e.g., City website, postcard, and/or other media.
- CDA to prepare comment form(s). Could be SurveyMonkey, hand-written form or similar format.

4. BOUNDARY AND RIGHT-OF-WAY SURVEY SUPPORT

In the 30% Concept Validation project, it was determined most of the proposed improvements are within the existing City right of way with some sidewalk/pathway and approach improvements falling on private property. The consultant produced an existing ROW basemap and a “Roadway Design Impacted Parcels” list, anticipating 27 parcels impacted. Various right of way acquisition or easements will need to be obtained.

- 4.1 Establish Existing Alignment, Right of Way and Individual Property Boundaries: Re-establish existing alignment and right of way lines of 15th street from 50 feet north of Best Ave. to the northerly side of I-90. Establish the right of way lines of side roads to include a portion of the northerly side of I-90 at the intersection of I-90 and 15th Ave, E Locust Ave, E. Syringa Dr., E. Hattie Ave, E. Homestead Ave, E. McFarland Ave, E. Borah Ave., E. Randle Ave., and E. Best Ave. All right of the side roads will be determined for a minimum of 100 feet beyond the right of way line of 15th Ave. Individual property boundaries of up to 27 separate parcels will be determined as necessary for the right of way and easement acquisitions.
- 4.2 Research: We will gather existing roadway plans, plats, records of survey, corner records, and deeds, for centerline alignment and right of way. Additional research will be completed for determination of applicable boundary lines of those parcels to which right of way or easement acquisition is required.
- 4.3 Field Reconnaissance and Locates: Locate the existing survey corner monuments and occupational features as necessary to determine the centerline alignment, right of way lines and boundary lines of parcels that require right of way or easement access.



15th St. Harrison Ave to Best Ave – Multimodal Reconstruct Scope of Work



- 4.4 Review and Calculations for Alignment and Right of Way: All field data and observations will be reduced, analyzed, and adjusted. The resulting information will be analyzed to determine existing roadway alignments, right of way lines and existing boundaries. Ardurra will update the project basemap to include all the alignment and right of way information. As design progresses, additional parcel boundary lines may be required.
- 4.5 Title Reports: Up to 27 title reports will be required for the parcels requiring right of way or easement acquisition. Ardurra will acquire the title reports from a local title company at the City's expense.
- 4.6 Legal Descriptions: Ardurra will prepare and submit draft and final legal descriptions and legal description exhibits. The draft submittal will not be stamped and signed. The final version will be signed, stamped, and submitted in electronic PDF format. Preparation of up to twenty-seven (27) legal descriptions and exhibits is included in this task.
- 4.7 ROW Appraisal Staking: Ardurra will provide preliminary right of way and easement staking for appraisal and negotiation purposes. The proposed right of way will be staked and marked by a hub and lath, or a paint mark if the corner position falls on a hard surface. No permanent monumentation will be set at this time. The existing and proposed lines will be staked once at approximately 100-foot intervals and at property lines. Resetting lost or destroyed stakes will be considered additional services requiring a supplemental agreement.
- 4.8 Survey Control Map: Ardurra will provide a control map that shows all the primary and secondary control set, together with all survey monuments found and set. The control map will include a graphical representation of the location of each point as well as a table that shows the point number, northing, easting, elevation, and a description of what was set or found. Control maps will be provided for the construction plans to comply with Idaho Code 55-1613.
- 4.9 Monumentation: All acquired right of way and easements will be monumented in accordance with Idaho Code 55-1227. Additionally, any missing corner monuments along 15th street will be monumented to clearly indicate where the existing right of way is located on the ground.
- 4.10 Corner Perpetuation and Filings (CP&F): Ardurra will prepare and file a CP&F on all PLSS corners in accordance with Idaho Code. This assumes there will be up to 4 CP&F's to file.
- 4.11 Records of Survey: Ardurra will draft and record a record of survey in accordance with Idaho Code the shows the location of all existing rights of way and boundary corner monuments found prior to right of way and easement acquisition and a post-construction record of survey that shows the new right of way lines and easement lines as acquired together with all existing and set boundary and easement corner monuments.
- 4.12 Survey Control: A minimum of 5 permanent primary control points will be set along the project corridor or along adjacent side streets to be utilized during construction.

Task 4 Deliverables:

- Draft and final land descriptions and exhibits in PDF format.
- Corner perpetuation and Filing records in PDF format.
- Record of Survey in PDF format.



15th St. Harrison Ave to Best Ave – Multimodal Reconstruct Scope of Work



Assumptions

- The road rights of way will be determined and incorporated into the base mapping before the 60% Review Meeting excepting any boundary issues discovered that may require additional time to resolve. In the event issues that are discovered, if any, will be clearly noted on the base mapping.
- This SOW assumes twenty-seven (27) parcels may have either ROW takes or Easements that require legal descriptions and exhibits.
- All boundary corner monuments of record exist.
- All subconsultant work hours associated with this task, e.g., project management and PS&E preparation and reviews are encompassed within.
- Traffic control will not be required.
- The 811 utility locate service will only need to be contacted once for each locate ticket.
- Title reports are required and will be invoiced at a direct expense.
- Right of Entry letters will be sent to the record owner with a statement to forward to their rental/lease attendant. For properties of which we need to physically access, we will also be knocking on doors to notify the occupant we are there. When the occupant is not home, we will leave a copy of the right of entry letter using a door hanger.

Exclusions and/or Additional Services:

- Additional surveying due to missing or disturbed corner monuments of record that result in substantial additional work.
- Additional work required due to denied access to private parcels.
- Costs to resolve boundary disputes or ambiguities in the record title or documents.
- Determining the location of existing easements or other encumbrances across adjoining private parcels, either written, prescriptive or implied.
- Potholing or digging to expose existing utilities.
- Right of way plans or property ownership maps outside of the base mapping and record of survey.
- The plans are to include a statement: "Upon construction completion, property corner boundaries fronting 15th St or applicable side street rights-of-way will be monumented, per Idaho code, where acquisition or easements are acquired.
- Condemnation documents other than what is described above.

5. RIGHT-OF-WAY ACQUISITION (DCI)

Consultant will acquire all necessary property rights needed for the road improvement project. Collaboration to occur early in the process to minimize ROW impacts and acquisition costs.

The consultant will acquire all necessary property rights to construct the project:

- 5.1. Utilize base maps and record of survey provided in Tasks 2 and 4.
- 5.2. Utilize legal descriptions of acquisition areas provided in Task 4.
- 5.3. Attend public meetings, virtually or in person as needed.
- 5.4. Collaborate with team and City at status/review meetings as needed. Provide biweekly status reports.
- 5.5. Prepare ROW Funding Estimate.
- 5.6. Appraisal Waiver, Appraisal and or Appraisal Review.
- 5.7. Prepare all conveyance documents.
- 5.8. Facilitate all closing activities and deliver completed acquisition files, electronically and hard copy, to County at completion.



15th St. Harrison Ave to Best Ave – Multimodal Reconstruct Scope of Work



Assumptions

- Right-of-way acquisitions up to 27 impacted parcels. Acquisition includes Fee and /or TCE.
- It is assumed that all 25 parcels will fall under the appraisal waiver (AOS) (under \$25k) criteria. This is based on a preliminary design.
- City owned parcels will be the responsibility of the agency to ensure that any needed property owned by the City for the project is appropriately designated right of way.
- All acquisition activities will follow 49 CFR part 24 and all local and state rules and regulations.
- No acquisition activities except right of way funding estimates, title report reviews and community meetings will commence until all applicable environmental activities (SEPA/NEPA) have been completed and approved.
- If the City chooses to condemn any properties, any condemnation activities will be the responsibility of the city's legal counsel.
- No relocation fees have been included in this scope
- Any escrow, closing and recording costs to be paid by the City after closing.
- All subconsultant work hours associated with this task, e.g., project management and PS&E preparation and reviews are encompassed within.

6. GEOTECHNICAL EVALUATION

Consultant will affirm soil capacities and infiltration to provide base course and structural fill, pavement, and swale recommendations for project designs. They will also provide recommendations for design of signal (RRFB) and streetlight foundations.

The consultant will:

- 6.1. Perform field reconnaissance to identify appropriate locations for subsurface soil explorations and observe the condition of the existing pavement.
- 6.2. Explore subsurface soil, rock, and groundwater conditions along the project alignment by drilling four to seven bores using a truck-mounted drill rig. The borings will be advanced to depths of about 5 to 20 feet below site grade, or refusal if encountered shallower. Soil samples will be collected at approximate 2½- to 5-foot depth intervals using split barrel samplers. For bores drilled within existing pavement, we will measure the thickness of existing HMA surfacing and aggregate base course and conduct dynamic cone penetration (DCP) tests.
- 6.3. Conduct geotechnical testing of select soil samples. For budget estimating purposes, we assume testing will include: six sieve analyses, six percent passing the No. 200 (washes); and two R-value tests.
- 6.4. Provide recommendations and specifications for site preparation and earthwork, including application of native soils for fill (potentially large fill depths), compaction for soils to be used as structural fill (to support pavement and hardscapes), and identification of soils not useful for corridor improvements.
- 6.5. Provide an opinion regarding the feasibility of using the existing pavement.
- 6.6. Provide recommendations for pavement thickness for new pavements, and recommendations for rehabilitation/reconstruction of existing pavement, as applicable. For example, thickness of new roadway and pathway pavement sections including subbase, crushed surfacing top course (CSTC), and hot mix asphalt (HMA) surfacing.
- 6.7. Evaluate feasibility of on-site disposal of storm water including recommendation of infiltration rates for storage and treatment facilities (drywells, trenches, swales, etc.). Recommendations for infiltration rates will be based on correlations to grain-size analyses presented in applicable stormwater manuals and comparison with previous infiltration test data in the project vicinity.
- 6.8. Provide recommendations for design of 15th interchange street light foundations, including alternative lateral bearing pressures for design if standard foundations are deemed unacceptable.
- 6.9. Prepare written draft and final Geotechnical Investigation & Pavement Draft Report outlining analyses, conclusions, and recommendations.



15th St. Harrison Ave to Best Ave – Multimodal Reconstruct Scope of Work



General assumptions:

- Traffic control will include signs, cones, and flaggers for temporary single lane closures.
- Draft report will be completed with 60% submittal.
- The final report will be completed with 90% submittal.
- Street light foundations are scoped as Type 1 luminaires with 35ft mounting height.

7. ENVIRONMENTAL EVALUATION

Consultant will complete the required environmental documentation focused on potential aquatic resources (i.e., wetlands or streams) in the project vicinity. Nettleton Gulch is a mapped wetland, identified as a PEM1C feature on the NWI Map.

7.1. Wetland/Stream Delineation and USACE Consultation

- Development a baseline report for the project footprint. Identify and delineate any wetlands or streams within the project footprint. Sources of data to be referenced in the report include Soils maps, NWI Map and past completed wetland/stream delineations.
- File and request an Approved Jurisdictional Determination (AJD) if wetlands or streams are determined to be within the project footprint.
- Consult with the USACE and Request a “No Permit Required” Determination, if applicable to this project.

Assumptions:

- Cultural Resources (not included in the scope or project fee). If a USACE Permit is required, a historic or cultural resources survey and report will be completed under a supplemental contract.

8. STORMWATER/DRAINAGE/HYDRAULICS/FEMA

Consultant will advance stormwater storage and treatment designs in compliance with the City of Coeur d’Alene Drainage Utility Ordinance (No. 3455), City of Coeur d’Alene Stormwater Management Plan, City Code and Standard Drawings, and other applicable guidance. Drainage design will be provided for the reconstruction. Consultant will prepare floodplain development permit and CLOMR applications to complete work within the Zone AE floodway as required by Coeur D’Alene code (Chapter 15.32).

The consultant will:

- 8.1 Review the Stormwater Concept Design Assumptions and Methodology.
- 8.2 Perform hydrological and hydraulic analysis to complete the floodplain study to evaluate impacts to the Zone AE Flood Hazard. This will include completing the Floodplain Development permit application, sealed Flood Study, hydraulic model, and hydrologic model. The flood study will include hydrologic analysis of the flows for the reach. The flood study will be dependent on the 60% design of the development. Includes one (1) resubmittal resulting from comments.
- 8.3 Prepare and submit CLOMR to modify the floodway through FEMA as required by City code. The CLOMR will include a 1D, HEC-RAS model for submittal to FEMA and the required supporting information. The CLOMR submittal will include a project narrative (Report), completion of the FEMA MT-2 application forms, hydrologic analysis, hydraulic analysis and models, topographic work maps for existing and proposed conditions, annotated FIRM, coordination with City for Community Concurrence and property owner notifications.
- 8.4 Prepare stormwater design plans, specifications, and estimate, addressing design of needed facilities (e.g., swales, catch basins, drywell, piping designs, etc.).
- 8.5 Provide assessments, computations, reports, and permits.

Assumptions:



15th St. Harrison Ave to Best Ave – Multimodal Reconstruct Scope of Work



- Design plan, specifications, and estimates will use proposed infiltration basin and will have six (6) plan and profile sheets and two (2) detail sheets.
- A typical CLOMR submittal, review and approval from FEMA takes 12 months based on current experience. It should be expected that FEMA will provide comments that will require two (2) revisions prior to approval.
- FEMA CLOMR requires 60% preliminary design.
- FEMA Estimated fees of \$7,300 is not included and are to be paid by City.
- The LOMR is not included in this contract. Per City of Coeur D'Alene code, a Letter of Map Revision (LOMR) will need to be submitted after construction to update the flood hazard for the lots. The LOMR will be prepared after construction is completed and the final plat recorded for all work in the existing flood hazard defined as "Zone AE". The LOMR will require an as-built topographic survey of the site and hydraulic structures. A LOMR will need to be filed with FEMA within 6 months of construction to modify the Flood Insurance Rate Map (FIRM) Panel(s) and remove the flood hazard as determined by the CLOMR.

9. TRAFFIC OPERATIONS & DESIGN/UTILITIES ~ GEOMETRICS, SIGNING, PAVEMENT MARKINGS, LIGHTING, SIGNAL (RRFB), UTILITY COORDINATION, AND TRAFFIC CONTROL.

Consultant will perform the following tasks according but not limited to the MUTCD, City Standards, ITD specifications, and the project's Basis of Design.

The consultant will:

- 9.1 Review Basis of Design and 30% roadway cross-sections in coordination with the City for any revisions moving forward. Prepare detailed cross-sections and profiles.
- 9.2 Prepare ADA details (15-20), adhering to City standards and coordination with land-owner needs. The intersection of McFarland Ave will require a special design.
- 9.3 Coordinate with existing utility companies, e.g., Avista for any relocation needs.
- 9.4 Prepare Best Avenue Signal design. Intent is to upgrade intersection to be ADA compliant to include new pedestrian poles, controller cabinet, backplates, and detection. Existing signal pole/arm/heads to Prepare signing and pavement marking plans. Two marked pedestrian crossings (continental) are anticipated. Perform Rectangular-Rapid Reflective Beacon(s) (RRFB) design.
- 9.5 Perform illumination design including a rebuilt interchange illumination system package in accordance the 30% design and in coordination with ITD and coordination along the corridor with Avista will be necessary to maintain existing intersection lighting north of I-90.
- 9.6 Prepare ITS design (2-2" spare conduits I-90 westbound ramps to Best Ave).
- 9.7 Prepare more in-depth traffic management plan and traffic control plans.
- 9.8 Prepare specifications and estimates for all items.

Exclusions and/or Additional Services:

- Traffic Analysis, Safety Analysis, Intersection Control Evaluations
- Structural Engineering (note – if retaining wall is necessary in the proximity of E Syringe Dr, there is the possibility the design will include deferring the wall design to the Contractor)
- Value Engineering

10. LANDSCAPING DESIGN

City Street Standards/code will be used as the basis for landscape design, supplemented by ISWPC as needed. Design will be limited to the landscape areas identified in the Kick-Off /Scope of Work refinement meeting.



15th St. Harrison Ave to Best Ave – Multimodal Reconstruct Scope of Work



The consultant will:

- 10.1 Provide landscape design plans, specifications, and cost estimate.
 - Design will resemble the existing landscape between Kathleen Ave and Hoffman Ave; therefore, sod and/or native grass and irrigation are anticipated in the buffered areas and behind pathway where there is existing sod. Trees will be limited to stretches with no overhead powerlines or conflicting underground utilities.
 - Landscape Plan sheet(s) showing adequate detail and design level per municipality code for submittal to indicate necessary repairs of existing system(s) only. General landscape items may include: Proposed living and non-living groundcover and schedule of species/product name, planting method, size, and percentage of area coverage. Necessary landscape notes and details.
- 10.2 Tree Protection Plan sheet(s), if needed, showing adequate detail and design level per municipality code for submittal. General tree protection items may include:
 - Location of and protection measures for existing trees that may be impacted due to construction activities, entire tree protection zone identified, tree protection fencing location, and
 - Existing trees shall be identified with individual DBH (diameter at breast height) measurements deemed to be four and one-half feet above existing grade.
 - Necessary tree protection notes and details.

11. 60% Design

60% design will further develop the 30% conceptual design package by Phases 2-10 above. The consultant will compile an anticipated design set as follows:

TABLE 1 – 60% DESIGN PLAN LIST	
Plans	Approx. Sheets
Title Sheet/Vicinity Map	1
Site Prep/Demolition/Utility Plans	6
Typical Sections	3
Roadway Plan/Profile Sheets (40 scale)	12
Stormwater/Drainage Plans (40 scale)	12
Stormwater/Drainage Details	3
Illumination/ITS Plans	3
Signal Plan	2
Signing and Marking Plans (40 scale)	6
Landscaping Plan	4
Temporary Traffic Control Plans	6
Right – of – Way Plans	6
TOTAL PLANS	65



15th St. Harrison Ave to Best Ave – Multimodal Reconstruct Scope of Work



- Roadway Plans: Ardurra will complete expand the 30% roadway design including horizontal alignment, profile/grade, typical sections, and superelevation elements to determine earthwork, right-of-way impact, and tie into existing roadways and approaches.
- Stormwater/Drainage Plans: Ardurra will utilize stormwater report and City Water Department comments provided 7/11/23 and advance it into the design.
- Demolition / Utility Plans: Utilize preliminary roadway alignment, potential utility impacts will be evaluated and identified on the plans. One field inspection meeting with utility companies will be held as part of the 60% design process.
- Illumination Design and Plans: Ardurra will develop illumination plans that demonstrate luminaire locations and lighting distributions. Light design criteria will be based off AASHTO Roadway Lighting Design Guide and ITD Traffic Manual guidelines. AGI32 will be utilized for analysis.
- Temporary Traffic Control: Ardurra will utilize the 30% design traffic management plan outlined strategies to develop temporary traffic control plans.
- Opinion of Probable Cost: Prepare a preliminary opinion of probable construct cost based on design plans. The estimate will be prepared in excel format.
- Specifications: Prepare any special provisions in ISPWC format.

Quality Control: Ardurra will have a senior staff member not involved with the project provide quality control. Reviews will be available per request of CDA.

Design Review Meeting: Design team will submit all items to CDA for review. CDA will provide comments within two (2) weeks of submittal, followed by a review meeting. Comments will be made on one cohesive document, rather than a comment matrix list.

Task 11 Deliverables:

- Plan set as shown in Table 1.
- Design Documentation Package draft
 - Draft Stormwater Report
 - Illumination Report
 - Traffic Management Plan (updates)
 - Draft Geotechnical & Pavement Report
 - FEMA Report
 - Draft Right-of-Way Exhibits
- Opinion Of Probably Cost
- Specifications

Assumptions

- CDA will have two weeks to provide comments for the 60% review meeting. A meeting will be hosted at either Ardurra's Coeur d'Alene office or at the City.
- CDA transmits plan set to all applicable departments, utilities and provides all comments in one document.
- CDA to develop and provide landscaping concept to consultant to utilize.

12. 90% DESIGN

This task includes performing a review of all deliverables and preparing the submittal documents similar as stated in '60% Review' above. Deliverable shall be in PDF or electronic format. CDA will be responsible for coordinating review with City departments, utility companies, and local agencies.



15th St. Harrison Ave to Best Ave – Multimodal Reconstruct Scope of Work



TABLE 2 – 90% DESIGN PLAN LIST	
Plans	Approx. Sheets
Title Sheet/Vicinity Map	1
Survey Control Plan	1
Quantity Tabs – Site Prep	1
Site Prep/Demolition/Utility Plans	6
Typical Sections	3
Quantity Tabs – Roadway Plans	2
Roadway Plan/Profile Plans (40 scale)	12
Roadway Details	3
ADA Ramp and Driveway Details	8
Intersection Grading Details	4
Quantity Tabs – Structure notes	2
Stormwater/Drainage Plans (40 scale)	12
Stormwater/Drainage Details	3
Illumination & ITS Plan	4
Signal Plan & Details	4
Signing and Marking Plan (40 scale)	6
Landscaping Plan and Details	8
Temporary Traffic Control Plans	6
Right-of-Way Plans	6
TOTAL PLANS	92

Quality Control: Ardurra will have a senior staff member not involved with the project provide quality control. Reviews will be available per request of CDA.

Design Review Meeting: Design team will submit all items to CDA for review. CDA will provide comments within two (2) weeks of submittal, followed by a review meeting. Comments will be made on one cohesive document, rather than a comment matrix list.

Task 12 Deliverables:

- Plan set as shown in Table 1.
- Design Documentation Package, to include but not limited to:
 - Stormwater Report
 - Geotechnical & Pavement Report
 - Right-of-Way Exhibits
- Opinion Of Probably Cost
- Specifications



15th St. Harrison Ave to Best Ave – Multimodal Reconstruct Scope of Work



TASK 13 100% BID PACKAGE AND AWARD

The Consultant will incorporate comments from the 90% Design review meeting into the 100% Design submittal documents and perform an internal review, followed by assisting with Bid and Award.

Products and Deliverables

100% PS&E Design Submittal Package to include, but not limited to:

- PDF of construction plans electronically signed and sealed by a Professional Engineer registered in the State of Idaho – PDF plans need to be to scale at 11"x17".
- PDF of Essential Special Provisions, signed and sealed by a Professional Engineer registered in the State of Idaho
- PDF of Final Cost Estimate
- Design Documentation Package (DDP)
- ROW Acquisitions
- FEMA/CLOMR
- All final permits
- PDFs of all deliverables (no hard copies)
- Native files updated since including CAD basemap

The City will administer the advertisement through award. The Consultant will assist City in Ad & Award Process by answering any bid questions received through the City Clerk. This project will be closed upon Construction Award.

Exclusions and/or Additional Services:

- Construction administration
- Contractor questions
- Electronic as-builts

Implied Terms

To avoid confusing repetition of expressions in this Scope of Work, it is provided that whenever anything is to be required, directed, specified, authorized, furnished, given, designated, permitted, reserved, approved, disapproved, accepted, or rejected, it shall be understood as if the expression were followed by the words "by the Project Manager" or "to the Project Manager."

Whenever anything is to be performed, designed, computed, calculated, analyzed, determined, evaluated, surveyed, obtained, established, contacted, estimated, investigated, prepared, developed, delivered, collected, and/or recorded, it shall be understood as if the expression were followed by the words "by the Consultant (either prime or sub)" or "to the Consultant (either prime or sub)."

Definitions and Acronyms

404 Permit – Section 404 of the Clean Water Act which addresses permits for dredged or fill material in Waters of the US, administered by the U.S. Army Corps of Engineers

AASHTO – American Association of State Highway and Transportation Officials

CDA – City of Coeur D'Alene

ADT – Average Daily Traffic count

CAD – Computer Aided Design

CSS – Context Sensitive Solutions

FHWA – Federal Highway Administration

EPA – Environmental Protection Agency

GIS – Geographic Information System



15th St. Harrison Ave to Best Ave – Multimodal Reconstruct Scope of Work



Holidays – CDA recognized holidays occur on: New Year’s Day, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, and Christmas Day.

ITD - Idaho Transportation Department

ITS – Intelligent Transportation Systems

Man-Hour – Hour(s) of time required for an individual to complete an itemized task designated by the project scope of work. Personnel functions shall be rounded up to the nearest Man-Hour.

MOU – Memorandum of Understanding

NEPA – National Environmental Policy Act

PIM – Public Involvement Meeting

PMG – Project Management Guide

PSA – Professional Service Agreement, or Professional Agreement. This is a written agreement or contract between CDA and the Prime Consultant

Prime Consultant – The firm contracting with CDA for the performance of work prescribed in the contract.

Project Manager – (Also abbreviated as “PM”). The point of contact for the project design.

ROW – Right of Way

SHPO – State Historic Preservation Office

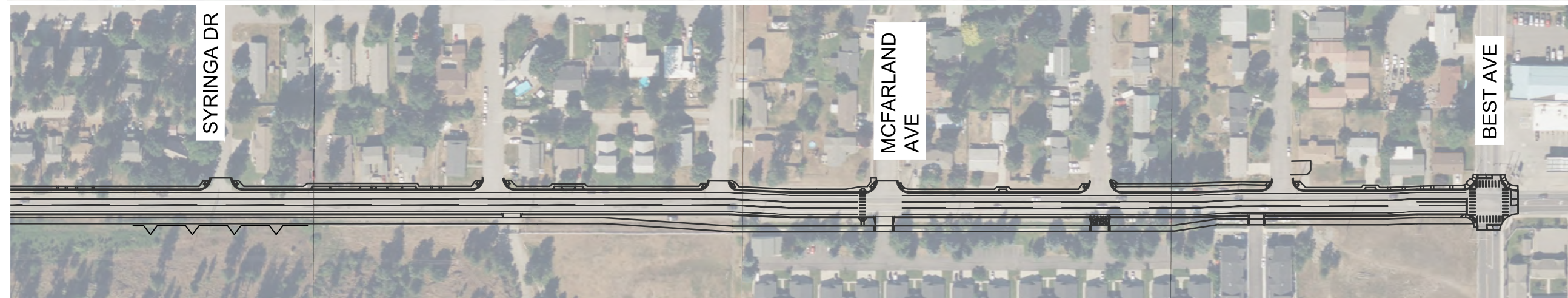
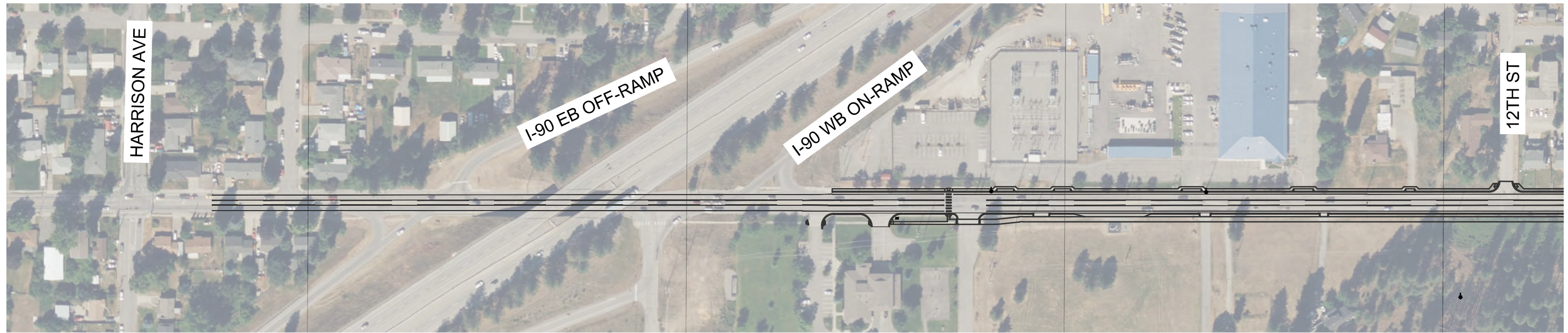
Study Area – The expanded area of influence generated by the project area.

Sub-Consultant – Who the prime Consultant sublet’s part(s) of the design contract.

SOW – Scope of Work

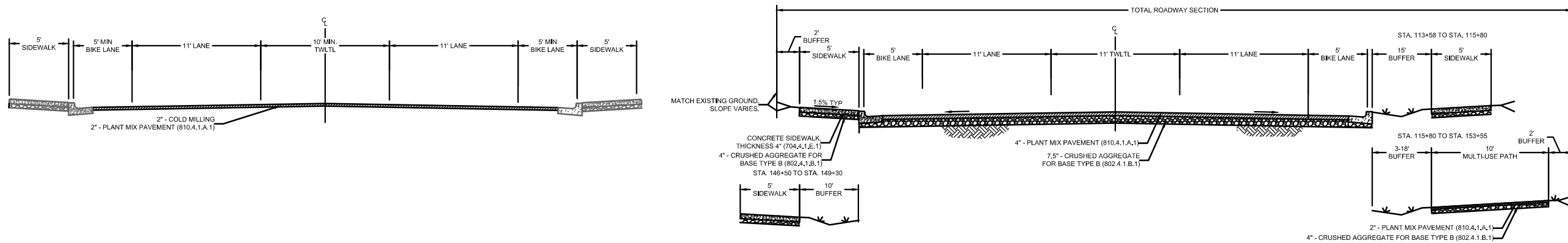
SWPPP – Storm Water Pollution Prevention Plan

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TYPICAL SECTION 1 - MILL AND INLAY
HARRISON AVE. TO I-90 WB ON RAMP

TYPICAL SECTION 2 - FULL RECONSTRUCTION
I-90 WB ON RAMP TO BEST AVE.



PLAN REF NO:	-
SHEET:	1 OF 1

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY DATE: AUG. 2023 PROJECT #: 230137	OVERALL PROJECT EXHIBIT 15TH ST. HARRISON AVE. TO BEST AVE. MULTIMODAL RECONSTRUCT
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T-O ENGINEERS
 AN ARDURRA COMPANY
 1717 S. RUSTLE STREET, SUITE 201
 SPOKANE, WA 99224
 509-319-2580 | WWW.TO-ENGINEERS.COM

REVISIONS		
NO.	DESCRIPTION	DATE

DESIGNED	AAJ / RDF
DRAWN	AAJ
CHECKED	RDF
APPROVED	RDF

PRELIMINARY
 NOT FOR CONSTRUCTION

CITY COUNCIL STAFF REPORT

DATE: AUGUST 15, 2023

FROM: TODD FEUSIER, STREETS & ENGINEERING DIRECTOR

SUBJECT: APPROVAL OF SPENDING AUTHORITY FOR MAINTENANCE
ON COEUR D'ALENE LAKE DRIVE

DECISION POINT: Should City Council authorize spending authority for maintenance on Coeur d'Alene Lake Drive, through the use of the Coeur d'Alene Lake Drive maintenance fund?

HISTORY: Through a partnership with Eastside Highway District, in 2022 Coeur d'Alene Lake Drive received a chipseal to extend the life of the pavement. Over the winter, the roadway experienced significant chip loss over the original striping and the new stripes faded severely. The resulting road surface is unsightly and confusing to drivers. The Streets and Engineering Department would like to contract with Poe Asphalt Paving to apply a fog seal over the surface. This would create a "blank slate" for Streets and Engineering crews to restripe the roadway. New striping will be added to reduce confusion. Additionally, the Department would upgrade the pedestrian pushbuttons at East Sherman Avenue to be ADA compliant.

FINANCIAL ANALYSIS: The fog seal and traffic signal improvements will be paid for out of the \$840,000 provide by the Idaho Transportation Department for maintenance of the roadway as a part of the jurisdictional transfer that occurred in 2018. Chipsealing of the roadway and ADA improvements were included in the \$840,000 cost estimate. Approximately \$50,000 will be needed for the fog seal, striping, and traffic signal improvements at East Sherman Ave.

PERFORMANCE ANALYSIS: The approval of contract will allow Poe Asphalt Paving to apply the fog seal while summer temperatures are still favorable and for the Department to purchase the necessary traffic signal items.

RECOMMENDATION: City Council should provide spending authority for the maintenance on Coeur d'Alene Lake Drive.

**CITY COUNCIL
STAFF REPORT**

DATE: AUGUST 15, 2023

FROM: STEPHANIE PADILLA, ACCOUNTANT

**SUBJECT: AMENDMENT TO THE 2022-2023 FISCAL YEAR APPROPRIATIONS
BUDGET**

DECISION POINT:

To approve Resolution No. 23-066 to amend the Fiscal Year 2022-23 Budget by a total of \$6,565,144.00.

HISTORY:

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

FINANCIAL ANALYSIS:

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

PERFORMANCE ANALYSIS:

The budget amendment shows increases in expenditures due to carryovers of projects, state and federal grants received, additional funding received from Kootenai County Emergency Medical Services and miscellaneous additional items. Additional funds to cover the increased expenses in the General Fund consist of \$186,699.00 of unanticipated revenues, \$303,851.00 from a transfer from impact fees, and \$3,060,197.00 from designated fund balance. The majority of the designated fund balance is being amended for the land purchase for the police department expansion, overlay funds carried over from the previous fiscal year, highway user funds and a carryover for the purchase of a dump truck in the street department.

DECISION POINT:

To approve Resolution No. 23-066 to amend the Fiscal Year 2022-23 Budget by a total of \$6,565,144.00.

CITY OF COEUR D'ALENE
FISCAL YEAR 2022-23 BUDGET AMENDMENT

General Fund Revenue Projections

	FY 22-23 BUDGETED	FY 22-23 PROJECTED	Projected Increase
<u>TAXES</u>			
CURRENT YEAR	23,654,549	23,654,549	0
PRIOR YEARS	190,000	190,000	0
	<u>23,844,549</u>	<u>23,844,549</u>	<u>0</u>
<u>FEES & LICENSES</u>			
CABLE TV	461,000	461,000	0
NATURAL GAS	741,000	1,075,000	334,000
ELECTRICITY	2,406,000	2,406,000	0
BUSINESS LICENSES	130,000	130,000	0
SHORT TERM RENTALS	65,000	173,000	108,000
BUILDING INSPECTION	1,700,000	1,450,000	(250,000)
MECHANICAL INSPECTION	125,000	110,000	(15,000)
STORMWATER REVIEW	28,000	28,000	0
PLUMBING INSPECTION	230,000	160,000	(70,000)
ENCROACHMENT PERMITS	32,000	32,000	0
ELECTRICAL PERMITS	70,000	70,000	0
BUSINESS PERMITS	19,000	19,000	0
SIGN PERMITS	21,000	21,000	0
ANNEX/ZONING FEES	40,000	25,000	(15,000)
PROJECT REVIEW FEES		13,000	13,000
VIN INSPECTIONS	2,000	2,000	0
FIRE DEPT PERMITS	75,000	75,000	0
TOTAL FEES AND LICENSES	<u>6,145,000</u>	<u>6,250,000</u>	<u>105,000</u>
<u>INTERGOVERNMENTAL</u>			
LIQUOR	1,571,305	1,420,000	(151,305)
HIGHWAY USER	3,218,036	3,218,036	0
REVENUE SHARE	7,072,487	6,400,000	(672,487)
HIGHWAY DIST	710,000	710,000	0
KOOTENAI CNTY EMSS	1,864,055	2,024,055	160,000
FEDERAL GRANT	5,936,315	6,022,315	86,000
STATE GRANT	80,999	80,999	0
SCHOOL RESOURCE OFFICER	598,500	623,500	25,000
COST OF PROSECUTION (THRU CNTY)	16,000	16,000	0
OTHER INCOME (THRU CNTY)	34,000	61,000	27,000
TOTAL INTERGOVERNMENTAL	<u>21,101,697</u>	<u>20,575,905</u>	<u>(525,792)</u>
<u>SERVICES</u>			
POLICE	20,000	21,000	1,000
FIRE	8,000	13,000	5,000
BILLING SERVICES	13,500	15,600	2,100
PARKING PERMITS	1,500	1,500	0
RECREATION	240,000	240,000	0
PRINTING AND PHOTOCOPYING	1,000	4,000	3,000
TOTAL SERVICES	<u>284,000</u>	<u>295,100</u>	<u>11,100</u>

CITY OF COEUR D'ALENE
FISCAL YEAR 2022-23 BUDGET AMENDMENT

	FY 22-23 BUDGETED	FY 22-23 PROJECTED	Projected Increase
<u>FINES/FORFEITS</u>			
DISTRICT COURT	310,000	310,000	0
PEN/ INTEREST ON PROP TAXES	70,000	70,000	0
RESTITUTION	2,000	4,300	2,300
DRUG TASK FORCE			0
LATE FEE ON UTILITY BILLS	38,000	58,000	20,000
ORDINANCE VIOLATIONS	14,000	14,000	0
NSF CHECK FEES	1,000	1,000	0
TOTAL FINES AND FORFEITS	<u>435,000</u>	<u>457,300</u>	<u>22,300</u>
<u>INTEREST EARNINGS</u>			
INTEREST EARNINGS	<u>45,000</u>	<u>750,111</u>	<u>705,111</u>
<u>MISCELLANEOUS</u>			
SURPLUS SALE	18,000	18,000	0
POLICE - UNCLAIMED PROPERTY	2,800	2,800	0
RENTS & ROYALTIES			0
CDA TV DONATIONS			0
OTHER	55,522	55,522	0
TOTAL MISCELLANEOUS	<u>76,322</u>	<u>76,322</u>	<u>0</u>
<u>TRANSFERS</u>			
INTERFUND TRANSFER	2,076,553	2,076,553	0
TRANSFERS IN	1,142,193	1,446,044	303,851
			0
TOTAL TRANSFERS	<u>3,218,746</u>	<u>3,522,597</u>	<u>303,851</u>
DESIGNATED FUND BALANCE		3,010,197	3,010,197
FUND BALANCE	1,998,625	2,088,605	89,980
TOTAL FUND BALANCE	<u>1,998,625</u>	<u>5,098,802</u>	<u>3,100,177</u>
TOTALS	<u>57,148,939</u>	<u>60,870,686</u>	<u>3,721,747</u>

<u>SUMMARY</u>	FY 22-23 BUDGETED	FY 22-23 PROJECTED	Projected Increase
Property Taxes	\$ 23,844,549	\$ 23,844,549	0
Fees and Licenses	6,145,000	6,250,000	105,000
Intergovernmental	21,101,697	20,575,905	(525,792)
Services	284,000	295,100	11,100
Fines and Forfeits	435,000	457,300	22,300
Interest	45,000	750,111	705,111
Miscellaneous	76,322	76,322	0
Interfund Transfer	3,218,746	3,522,597	303,851
Beginning Balance	1,998,625	5,098,802	3,100,177
TOTAL GENERAL FUND	<u>\$ 57,148,939</u>	<u>\$ 60,870,686</u>	<u>\$ 3,721,747</u>

CITY OF COEUR D'ALENE
FISCAL YEAR 2022-23 BUDGET AMENDMENT

General Fund - Added Expenses

	Expense
Municipal Services - short term rental professional services	38,150
Planning - CDA 2030 carryover from FY 21-22	10,000
Fire Dept - Wages - 2 paramedics through KCEMSS	280,000
Fire Dept - Marine Facility - carryover	175,000
Police Dept - Vehicles - carryover from FY 21-22	84,000
Police Dept - JAG Grant - 15PBJA-22-GG-02507	36,000
Police Dept - Land Purchase for Expansion	1,187,300
Police Dept - tuition reimbursement per contract	16,000
Streets - Dump Truck	350,000
Streets - Overlay - Carryover	501,897
Transfer Overlay Funds to Kathleen Ave Widening Project	50,000
Transfer Overlay Funds to Ramsey Road Project	300,000
Transfer Overlay Funds to Kathleen Ave Widening Project & Ramsey Road Project	(350,000)
Transfer of designated Highway User Fees to Ramsey Road Project	300,000
Transfer of designated Highway User Fees to 15th Street Project	655,000
ARPA Sub Grant - Homeshare	50,000
Parks Dept - vandalism	22,000
Building Inspection - Professional Services - Demo and Asbestos Testing at 113 Indiana	16,400
	\$ 3,721,747

Other Funds - Added Expenses

	Expense
Library - Children's Area Remodel	50,000
Impact Fees Fund - Transfer to General Fund for Marine Facility	303,851
Streets Capital Projects Fund - 15t St Harrison to Best	655,000
Streets Capital Projects Fund - LaCrosse Avenue Improvements	155,000
Streets Capital Projects Fund - Ramsey Road	1,000,000
Streets Capital Projects Fund - Kathleen Avenue Widening	15,000
Streets Capital Projects Fund - Govt Way - Hanley to Prairie	234,000
Streets Capital Projects Fund - Wilbur/Ramsey signal	(400,000)
Wastewater - Dump Truck - Carryover	180,536
Harbor Center Repairs	30,000
Jewett House Sewer Line Replacement	31,010
Jewett House Garage	60,000
Parks Capital Improvements - Museum Site Improvement	700,000
	\$ 3,014,397

A stack of several coins, likely quarters, is shown in a close-up, slightly blurred view. The coins are stacked vertically, with the top one being the most prominent. The background is a soft, out-of-focus blue.

2022-2023 Budget Amendment

General Fund Additional Expenses

Municipal Service – Short Term Rental Professional Services	\$38,150
Planning – CDA 2030 FY 21-22 Carryover	\$10,000
Fire – Wages for 2 paramedics through KCEMSS	\$160,000
Fire – Marine Facility - Carryover	\$175,000
Police – Vehicle – FY 21-22 Carryover	\$84,000
Police – JAG Grant – Cameras	\$36,000
Police – Land Purchase for expansion	\$1,187,300
Police – Tuition Reimbursement - Per Employee Contract	\$16,000
Streets – Dump Truck	\$241,000

CONTINUED

General Fund Additional Expenses Continued ...	
Streets – Overlay Carryover	\$501,897
Transfer Highway users (designated) – Ramsey Road Project	\$300,000
Transfer Highway users (designated) – 15 th Street Project	\$655,000
ARPA Sub Grant – Homeshare Kootenai County	\$50,000
Parks - Vandalism through out City Parks	\$30,000
Building Inspection – 113 Indiana demolition	\$16,400
CdA Lake Drive – fog seal and signal – designated fund balance ITD	\$50,000

Other Funds - Additional Expenses	
Library – Children’s Area Remodel	\$50,000
Impact Fee Transfer – Marine Facility	\$303,851
Streets Capital Project Fund – 15 th St. Harrison to Best	\$659,000
Streets Capital Project Fund – Ramsey Rd.	\$1,000,000
Wastewater – Dump Truck (carryover)	\$180,536
Harbor Center Repairs	\$30,000
Jewett House – Sewer Line Replacement	\$31,010
Jewett House – Garage Replacement	\$60,000
Parks Capital Improvements – Museum Site	\$700,000

A stack of silver coins is shown on a blue background. The coins are stacked vertically, with the top coin slightly offset. The word "Questions?" is written in a dark blue, sans-serif font across the middle of the stack. The background is a solid, vibrant blue.

Questions?

RESOLUTION NO. 23-066

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING A NOTICE OF TIME AND PLACE OF PUBLIC HEARING OF THE PROPOSED AMENDED BUDGET FOR FISCAL YEAR 2022-2023, AND INCLUDING PROPOSED EXPENDITURES BY FUND AND/OR DEPARTMENT, AND STATEMENT OF THE AMENDED ESTIMATED REVENUE FROM PROPERTY TAXES AND THE AMENDED TOTAL AMOUNT FROM SOURCES OTHER THAN PROPERTY TAXES OF THE CITY FOR THE ENSUING FISCAL YEAR AND PROVIDING FOR PUBLICATION OF THE SAME.

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the following be and the same is hereby adopted as an Amended Estimate of Expenditures and Anticipated Revenue of the City of Coeur d'Alene for the fiscal year beginning October 1, 2022:

	FY 2022-23 BUDGET	FY 2022-23 AMENDED BUDGET
GENERAL FUND EXPENDITURES:		
Mayor and Council	\$259,163	\$259,163
Administration	320,486	320,486
Finance Department	1,398,397	1,398,397
Municipal Services	3,000,885	3,039,035
Human Resources	452,421	452,421
Legal Department	1,361,438	1,361,438
Planning Department	759,266	769,266
Building Maintenance	694,637	694,637
Police Department	22,112,121	23,435,421
Fire Department	13,325,161	13,660,161
General Government	626,300	1,981,300
Streets and Engineering	7,858,838	8,301,735
Parks Department	3,041,376	3,071,376
Recreation Department	815,215	815,215
Building Inspection	1,123,236	1,139,636
TOTAL GENERAL FUND EXPENDITURES:	\$57,148,940	\$60,699,687

	FY 2022-23 BUDGET	FY 2022-23 AMENDED BUDGET
SPECIAL REVENUE FUND EXPENDITURES:		
Library Fund	\$1,948,445	\$1,998,445
Community Development Block Grant	780,243	780,243
Impact Fee Fund	554,446	858,297
Parks Capital Improvements	463,614	1,163,614
Annexation Fee Fund	355,000	355,000
Cemetery Fund	363,711	363,711
Cemetery Perpetual Care Fund	86,000	86,000
Jewett House	139,700	230,710
Reforestation/Street Trees/Community Canopy	120,000	120,000
Public Art Funds	468,500	468,500
TOTAL SPECIAL FUNDS:	<u>\$5,279,659</u>	<u>\$6,424,520</u>
ENTERPRISE FUND EXPENDITURES:		
Street Lighting Fund	\$760,130	\$760,130
Water Fund	14,326,675	14,326,675
Wastewater Fund	23,738,871	23,919,407
Wastewater Property Management		30,000
Water Cap Fee Fund	3,850,000	3,850,000
WWTP Cap Fees Fund	2,777,660	2,777,660
Sanitation Fund	5,520,365	5,520,365
City Parking Fund	1,864,965	1,864,965
Drainage	2,504,858	2,504,858
TOTAL ENTERPRISE EXPENDITURES:	<u>\$55,343,524</u>	<u>\$55,554,060</u>
FIDUCIARY FUNDS:	\$3,492,454	\$3,492,454
CAPITAL PROJECTS FUNDS:	1,707,964	3,366,964
DEBT SERVICE FUNDS:	880,083	880,083
GRAND TOTAL OF ALL EXPENDITURES:	<u>\$123,852,624</u>	<u>\$130,417,768</u>

	FY 2022-23 BUDGET	FY 2022-23 AMENDED BUDGET
ESTIMATED REVENUES:		
Property Taxes:		
General Levy	\$23,404,549	\$23,404,549
Library Levy	1,777,266	1,777,266
Fireman's Retirement Fund Levy	250,000	250,000
Police Retirement Fund	152,000	152,000
2015 G.O. Bond Levy	880,083	880,083
TOTAL REVENUE FROM PROPERTY TAXES:	<u>\$26,463,898</u>	<u>\$26,463,898</u>

	FY 2022-23 BUDGET	FY 2022-23 AMENDED BUDGET
ESTIMATED OTHER REVENUES:		
Interfund Transfers	\$11,281,352	\$11,882,419
Beginning Balance	31,792,746	36,783,340
Other Revenue:		
General Fund	28,277,019	28,463,718
Library Fund	14,050	64,050
Community Development Block Grant	780,243	780,243
Parks Capital Improvement Fund	167,750	167,750
Cemetery	239,150	239,150
Annexation Fee Fund	-	-
Impact Fee Fund	650,000	650,000
Cemetery Perpetual Care Fund	7,000	7,000
Jewett House	20,200	70,200
Street Trees	57,200	57,200
Community Canopy	1,500	1,500
Public Art Funds	16,000	16,000
Street Lighting Fund	684,000	684,000
Water Fund	7,386,024	7,386,024
Wastewater Fund	13,248,000	13,248,000
Wastewater Property Management		30,000
Water Capitalization Fees	1,225,000	1,225,000
WWTP Capitalization Fees	2,000,000	2,000,000
Sanitation Fund	4,603,000	4,603,000
City Parking Fund	971,000	971,000
Drainage	1,763,200	1,763,200
Fiduciary Funds	3,238,900	3,238,900
Capital Projects Fund	560,000	1,216,784
TOTAL REVENUE OTHER THAN PROPERTY TAXES:	<u>\$108,983,334</u>	<u>\$115,548,478</u>
 SUMMARY:		
	FY 2022-23 BUDGET	FY 2022-23 AMENDED BUDGET
PROPERTY TAXES	\$26,463,898	\$26,463,898
OTHER THAN PROPERTY TAXES	<u>108,983,334</u>	<u>115,548,478</u>
TOTAL ESTIMATED REVENUES	<u>\$135,447,232</u>	<u>\$142,012,376</u>

BE IT FURTHER RESOLVED, that the same be spread upon the Minutes of this meeting and published in two (2) issues of the Coeur d'Alene Press, seven (7) days apart, to be published on August 23, 2023 and August 30, 2023.

BE IT FURTHER RESOLVED, that a Public Hearing on the Budget be held on the 19th day of September, 2023 at the hour of 6:00 o'clock p.m. on said day, at which time any interested person may appear and show cause, if any he has, why the proposed amended Budget should or should not be adopted.

DATED this 15th day of August, 2023.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

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

_____ was absent. Motion _____.

**CITY COUNCIL
STAFF REPORT**

DATE: August 15, 2023

FROM: CHELSEA NESBIT, CDBG COMMUNITY DEVELOPMENT
SPECIALIST AND HILARY PATTERSON, COMMUNITY PLANNING
DIRECTOR

RE: AMENDMENT TO CDAIDE CONTRACT USING CDBG-CV FUNDS

DECISION POINT: Should the City Council authorize Approval of Amendment 4 with CDAIDE for the CDBG-CV contract for its COVID Related Support for CDA Hospitality Workers Program as a result of COVID-19?

HISTORY, FINANCIAL ANALYSIS, AND PERFORMANCE ANALYSIS:

The City received \$446,799 in CV funds, with \$199,675 received in the first round of CDGB-CV funds and \$247,124 received in the third round of funds. To date, fourteen projects have been funded for eligible projects with the funds to prevent, prepare for, and respond to the COVID-19 pandemic. The remaining funds (20%) were set aside and used to administer the funds.

\$24,705 currently remains in the City's CV Admin Fund.
\$2,560 currently remains in the CV Projects Fund.

Staff recommends reallocating the \$24,705 in the City's CV Admin fund to increase the CDAIDE CDBG-CV funding. Staff further recommends allocating the remaining \$2,560 in CV funds available to CDAIDE, bringing the total increase in funding to \$27,265.13. Combined with the previous funding in the amount of \$93,375, this would bring the total CDAIDE funding to a total of \$120,640.13.

CDAIDE has spent down their previous allocated amount in its entirety, and has requested an increase in funding. CDAIDE has submitted new invoices and billings totaling \$30,122.63 which they have already paid out, and has a need and the capacity to spend down the remaining \$27,265.13 if this request is approved. This would close out all CV funds entirely.

Amendment 1 dated 4/23/21 extended the performance date from 04/30/21 to 12/31/21
Amendment 2 dated 12/02/21 increased the grant amount by \$35,000.
Amendment 3 dated 9/6/22 increased the grant amount by \$8,375

DECISION POINT/RECOMMENDATION: The City Council should approve Amendment 4 to the CDAIDE CDBG-CV contract to increase funding by \$27,265.13 for its COVID Related Support for CDA Hospitality Workers Program as a result of COVID-19 and close out the City's Utility Subsistence Program.

CDBG-CV Projects Funded

CDBG-CV Project Funds Allocated to Projects	\$387,440.00
Lake City Center Meals on Wheels Expanded	\$3,685.92
Boys and Girls Food Pantry	\$9,999.77
Family Promise Sheltering	\$12,600.00
Safe Passage Sheltering	\$26,145.00
St. Vincent's Homeless Sheltering	\$1,951.80
St. Vincent's Door Project	\$10,507.00
United Way Child Care	\$67,000.00
City Utility Subsistence	\$4,673.35
CDAIDE Rental, Utility, Transportation Subsistence	\$93,375.00
Boys & Girls Academic Support	\$50,000.00
Lake City Center Meals on Wheels Expanded	\$19,662.00
Idaho Youth Ranch Case Manager	\$28,000.00
Lake City Center Air Scrubber	\$5,000.00
Four Roots Food Box Program	\$34,840.00
TOTAL FUNDED PROJECTS (CDBG-CV)	\$384,880
REMAINING CV FUNDS FOR PROJECTS	\$2,560

TOTAL CV ADMIN FUNDS AVAILABLE

\$24,705.13

TOTAL AVAILABLE CV FUNDS = \$27,265.13

AMENDMENT TO CDAIDE CONTRACT USING CDBG-CV FUNDS



City Council Meeting – August 15, 2023

DECISION POINT

Should City Council authorize approval of Amendment 4 with CDAIDE for the CDBG-CV contract for its COVID Related Support for CDA Hospitality Workers Program as a result of COVID-19?

CDBG-CV FUNDS OVERVIEW

\$24,705.13 currently remains in the City's CV Admin Fund.

\$2,560 currently remains in the CV Projects fund.

FUNDING REQUEST:

- CDAIDE has spent down their previous allocated amount in its entirety, and has requested an increase to continue their COVID Related Support for CDA Hospitality Workers Program.
- CDAIDE has submitted new invoices and billings totaling \$30,122.63 which they have already paid out for qualified and eligible recipients and expenditures.
- Costs incurred prior to this amendment are eligible for reimbursement based on guidance from HUD.
- They have shown a need and the capacity to spend down the remaining \$27,265.13 if this request is approved.
- If approved, CDAIDE will have received a total of \$120,640.13 in CV funding.

CDBG-CV Funds Allocated to Projects	\$ 387,440.00
Lake City Center Meals on Wheels Expanded	\$3,685.92
Boys and Girls Food Pantry	\$9,999.77
Family Promise Sheltering	\$12,600.00
Safe Passage Sheltering	\$26,145.00
St. Vincent's Homeless Sheltering	\$1,951.80
St. Vincent's Door Project	\$10,507.00
United Way Child Care	\$67,000.00
City Utility Subsistence	\$4,673.35
CDAIDE Rental, Utility, Transportation Subsistence	\$93,375.00
Boys & Girls Academic Support	\$50,000.00
Lake City Center Meals on Wheels Expanded	\$19,662.00
Idaho Youth Ranch Case Manager	\$28,000.00
Lake City Center Air Scrubber	\$5,000.00
Four Roots Food Box Program	\$34,840.00
<u>TOTAL FUNDED PROJECTS (CDBG-CV)</u>	<u>\$384,880</u>
REMAINING CV FUNDS FOR PROJECTS	\$2,560
TOTAL CV ADMIN FUNDS AVAILABLE	\$24,705.13

RECOMMENDATIONS

- Allocate the remaining \$2,560 in CV funds to CDAIDE
- Reallocate the \$24,705.13 in CV Admin funds to CDAIDE

If approved, it would increase CDAIDE's grant funding by \$27,265.13, and close out all CV funds.

DECISION POINT

City Council should approve the Addendum to CDAIDE's CDBG-CV Contract to increase their funding by \$27,265.13 for its COVID Related Support for CDA Hospitality Workers Program as a result of COVID-19 and close out the City's Utility Subsistence Program.

QUESTIONS??



RESOLUTION NO. 23-067

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AMENDMENT 4 TO THE AGREEMENT WITH CDAIDE FOR CDBG-CV GRANT FUNDS.

WHEREAS, the CDBG Community Development Specialist for the City of Coeur d'Alene has recommended that the City approve Amendment 4 to the Agreement with CDAIDE for CDBG-CV Grant Funds, pursuant to terms and conditions set forth in the agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that such amendment be authorized.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City hereby approve Amendment 4 to the Agreement with CDAIDE for CDBG-CV Grant Funds pursuant to the agreement attached hereto as Exhibit "1" 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 amendment on behalf of the City.

DATED this 6th day of September, 2022.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER WOOD Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER EVANS Voted

_____ was absent. Motion _____.

**AMENDMENT 4
TO THE
AGREEMENT FOR CDBG GRANT FUNDS FOR CDAIDE.**

WHEREAS, the City of Coeur d'Alene and CDAIDE, an Idaho non-profit corporation, entered into an Agreement for CDBG-CV Grant Funds concerning a Community Opportunity Grant on October 27, 2020, for the purpose of rendering public service grant award related funds received under Title I of the Housing and Community Development Act of 1974, as amended, from the U.S. Department of Housing and Urban Development (HUD) for housing and community development needs (hereinafter the "Agreement"); and

WHEREAS, the City of Coeur d'Alene desires to increase the funding in the amount of \$27,265.13 and to extend the date of the contract expiration to December 31, 2023.

NOW, THEREFORE, the parties mutually agree to amend the Agreement as follows:

- 1. Activities Under This Agreement.** The CITY has received from the U.S. Department of Housing and Urban Development ("HUD") a grant for CDBG COVID-19 (CDBG-CV) funds under the CARES Act. The funds will be distributed through the City's existing Community Development Block Grant Program, identified as Grant No. B-18-MC-16-0007 (the "CDBG Grant"). From this CDBG Grant, the CITY is awarding an additional Twenty-Seven Thousand, Two Hundred Sixty-Five and 13/100 dollars (\$27,265.13) to the existing Ninety-Three Thousand Three Hundred Seventy-Five and 00/100 dollars (\$93,375.00) to the Subrecipient for its COVID Related Support for CDA Hospitality Workers Program as a result of COVID-19. The project is more fully described in Attachment A "Scope of Work." The existing grant has been fully spent down.

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives. The Subrecipient certifies that the activity/activities carried out under this Agreement will meet the National Objective to serve low-to-moderate income clientele by providing subsistence payments to hospitality workers who have been directly affected by COVID-19.

2. Section 2 EFFECTIVE DATE AND TIME OF PERFORMANCE.

This Agreement shall take effect upon signing of Amendment. The costs incurred prior to the agreement are eligible for reimbursement based on guidance from HUD related to the use of CDBG-CV funds to respond to urgent needs from COVID-19. The Agreement shall end on December 31, 2023.

IN WITNESS WHEREOF, the City of Coeur d'Alene has caused this Amendment to be executed by the Mayor, and CDAIDE. has caused the same to be executed.

CITY OF COEUR D'ALENE

By _____
James Hammond, Mayor
City of Coeur d'Alene

DATE: _____

ATTEST:

Renata McLeod, City Clerk

CDAIDE

By _____
Jason Nye, Executive Director
CDAIDE

DATE: _____

Attachment A

Scope of Work

Grant Agreement between CITY of Coeur d'Alene and CDAIDE

Housing and Utility Assistance This program will assist Coeur d'Alene hospitality workers with financial need with housing and utility costs or have been directly affected by COVID-19 through an interruption in income or experiencing added hardships due to illness or other COVID related expenses.

Transportation This project will also provide funds to cover costs associated with transportation to get to work, including auto repairs, ensuring workers can continue to get to work.

Care Coordinator Position CDAIDE will hire a part time dedicated Care Coordinator who will process applications and free up volunteer time to be spent in other important work for the organization, including support of events and fundraising so that they can assist more individuals in the community.

Marketing and Web Content A small portion of the grant will go to printing, marketing materials, web content creation and an online application to ensure the program is promoted and the application process is efficient.

Benefits

Subsistence payments, including housing and utility payments as well as automobile repairs and other transportation costs, will help prevent homelessness within the community, ensure workers can continue to get to work and create housing stability for the city's 7,000 plus hospitality workers. These workers are part of our ALICE population, which makes up approximately 41% of our city's population, and often have no paid sick leave or medical benefits, making them particularly vulnerable during this time.

With the addition of CDBG funds, they would be able to increase the number of clients served by 100%, and anticipate helping up to 55 individuals plus up to an additional 30 dependents.

Schedule

Within 4 weeks of receiving grant:

- 1) Hire a care coordinator to oversee referral process and fund distribution.
- 2) Work with a marketing professional to market opportunities for assistance.
- 3) Coordinate with Panhandle Health and Coeur d'Alene Public Schools on access and documentation for quarantine.
- 4) Train volunteers in new policies.

For the fall, winter, and spring:

- 1) Carefully and thoughtfully disburse funds to hospitality workers in ways that meet their long-term needs, help them to remain housed, protect business stability, and protect community health and child safety.

One month following assistance and shortly before grant reporting:

- 1) Follow up with employers and care recipients to ensure they are still housed and employed; seek stories of the impact of the assistance.

PUBLIC HEARINGS

**CITY COUNCIL
MEMORANDUM**

DATE: August 15, 2023

FROM: Chelsea Nesbit, CDBG Community Development Specialist and
Hilary Patterson, Community Planning Director

RE: APPROVAL OF THE SUBMITTAL OF THE CDBG 2023-2027
CONSOLIDATED PLAN AND 2023 ANNUAL ACTION PLAN TO HUD

DECISION POINT:

Should the City Council approve submittal of the CDBG 2023-2027 Consolidated Plan and the 2023 Annual Action Plan to HUD?

HISTORY: The City of Coeur d’Alene receives an annual direct allocation of Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD). Every year the City is required to complete an Annual Action Plan, inviting the public to attend a public forum, prior to drafting the plan, to identify needs and then allowing the public four weeks to share comments on the posted draft plan. Every five years, the City is required to prepare a five-year consolidated plan identifying priorities for the CDBG program and showing how the funds will be used to meet the community’s goals in support of low-to-moderate community members. The last Consolidated Plan was for Plan Years 2018-2022.

The City has prepared a draft 2023-2027 Consolidated Plan that includes the 2023 Annual Action Plan (AAP). The Consolidated Plan outlines demographic information for Coeur d’Alene, including challenges with rising housing costs, community needs, service providers, a history of the City’s CDBG program and how funds have been spent to benefit low-to-moderate community members, and goals for how the funds will be used over the next five years. The plan reflects community input on funding priorities and goals for the next five years, and how the City will fulfill its program reporting requirements. The Consolidated Plan also includes the 2023 AAP as a chapter. The draft 2023 AAP outlines how the City intends to spend its CDBG funds and fulfill its program reporting requirements for the 2023 Plan Year, which begins October 1.

HUD recently approved a change to the City’s CDBG Plan Year. For Plan Year 2023, the grant funds will now be available starting October 1, which aligns with the City’s fiscal year. Based on direction from the City’s HUD Representative and CPD Director, the process for the Consolidated Plan and AAP has been changed to begin with the call for grant applications so that the plans will include more specificity for how the grant funding will be spent. This will also allow for more efficient tracking of goal accomplishments by the City and HUD.

For the 2023-2027 Consolidated Plan and 2023 AAP, public forums were held on February 6, 2023 at 12 pm and 6 pm at the St. Vincent de Paul H.E.L.P. Center and three online surveys were created to gather input and help identify funding priorities. The surveys included a public survey, one for City of Coeur d'Alene department heads, and one for City Council members. The public survey was widely advertised on social media, the City's June 2023 newsletter, CDA TV, the City's CDBG webpage, Coeur d'Alene Press notices, and direct emails to the 189 stakeholders to get community input for the Consolidated Plan and 2023 Annual Action Plan. The public survey also included questions about Fair Housing to help inform staff, City Council and HUD of potential fair housing concerns in the community. The Fair Housing responses will be used to create a separate document related to Affirmatively Furthering Fair Housing, including identification of challenges, partners to provide enhanced education on fair housing matters, and other recommended actions.

The City had the Call for CDBG Grant Applications in April with a Grant Workshop on April 5, 2023 that was held as a hybrid meeting with opportunities to participate in person at City Hall and online. The Notice of Funding Availability was published on March 17, 2023 and March 31, 2023. The notice indicated that, "Approximately \$200,136 will be available with approximately \$43,784 a maximum of 15% of the total allocation for public service projects. Other eligible projects will also be considered, including Public Facilities, Economic Development and LMI Affordable Housing. Minimum proposal requests of \$35,000 will be accepted for all projects. Applicants and funding requests must comply with all applicable federal, state, and local laws and regulations." The City received six (6) grant applications. The Ad Hoc CDBG grant review committee reviewed the applications and met on May 10, 2023 to make recommendations on the funding.

The draft 2023-2027 Consolidated Plan and 2023 AAP were posted on the City's CDBG webpage at this [link](#) and a hard copy of the document was available for review at City Hall allowing for four weeks of public comment between July 15, 2023 and August 15, 2023, culminating in an opportunity for the public to comment at the August 15, 2023 public hearing before the City Council.

To date, the City has received additional data and feedback from St. Vincent de Paul that is being incorporated into the document prior to submittal to HUD. No other comments have been received.

PERFORMANCE ANALYSIS:

The consolidated plan guides the next 5 years of funding for the CDBG program, including the 2023 Plan Year.

CDBG funds must comply with the following three National Objectives. Eligible activities will:

- Aid in the prevention or elimination of slum and blight; or
- Provide benefit to low and moderate-income persons; or
- Meet a certain community development need having a particular urgency

Survey Results:

There were 87 Coeur d'Alene residents and representatives of organizations servicing the LMI population in the community who responded to the public survey. There were an additional twenty survey participants from the region and one from Boise. The results of the 87 survey respondents were consistent with maintaining and increasing affordable housing as the top goal (including support the existing EMRAP program – owner occupied housing rehabilitation, downpayment assistance, and construction of affordable housing), followed by public facilities and infrastructure projects such as childcare centers, youth centers and facilities for disabled LMI. The survey results are available to review on the City's CDBG webpage at this [link](#).

Consolidated Plan and AAP Goals:

Based on survey results, feedback from the public forums, grant applications and the Ad Hoc committee recommendations, the 2023-2027 Consolidated Plan and the 2023 AAP have five goals. These will be used to make CDBG funding recommendations over the next five years.

These goals include:

1. Maintain and Increase Affordable Housing (ownership and rentals)
2. Public Facilities and Infrastructure Projects
3. Public Services
4. Economic Development
5. Homelessness Assistance

Authorizing this item will allow staff to include public comments and any changes from City Council, and submit the 2023-2027 Consolidated Plan and the 2023 AAP to HUD for official review. Pending acceptance of this Plan by HUD, staff will move forward in implementing the agreed upon goals and funding suggestions and the funding agreement. As noted above, the City's 2023 CDBG Plan Year begins October 1.

FINANCIAL ANALYSIS: The City's Plan Year 2023 allocation will be \$358,560 based on notification by HUD. The attachment includes a breakdown of the proposed funding for projects based on greatest community needs identified in the 2023-2027 Consolidated Plan and 2023 Annual Action Plan public forums and survey results, as well as funding recommendations from the City's CDBG Ad Hoc grant review committee. For Plan Year 2023, the request is to provide \$10,000 to the Lake City Center for their annual Meals on Wheels program, \$75,000 for the EMRAP program, \$201,848 for housing, and \$71,712 for administration of the program.

DECISION POINT / RECOMMENDATION:

The City Council should approve submittal of the 2023-2027 Consolidated Plan and the 2023 Annual Action Plan to HUD for official review.

Attachment: Breakdown of proposed 2023 AAP Budget

2023 Annual Action Plan Estimated Budget

2023 Estimated Funding	Project
\$10,000 (3%) Public Service Goal	Lake City Center Annual Meals on Wheels Grant
\$75,000 (21%) Housing Goal	Emergency Minor Home Repair and Accessibility Program (EMRAP)
\$201,848 (56%) Housing Goal Public Services Goal	Affordable Housing Funding & Subsistence Payments (funding in support of a housing provider or affordable housing developer to create more for-rent and/or for-sale housing, and subsistence payments for rent and utilities)
\$71,712 (20%)	Administration (Employee wages and benefits, administration of EMRAP program, travel and training expenses, advertising, supplies, support of Fair Housing Activities—Subject to 20% cap of annual allocation budget)
\$358,560	2023 CDBG GRANT ALLOCATION

City of Coeur d'Alene CDBG 2023-2027 Consolidated Plan and 2023 Annual Action Plan



**PRESENTATION TO THE
MAYOR AND CITY COUNCIL
AND
PUBLIC HEARING**

AUGUST 15, 2023



OVERVIEW



- ✦ Background
- ✦ Citizen Participation Process
- ✦ 2023-2027 Community Needs Identified by Community
- ✦ 2023 Annual Action Plan Budget
- ✦ Opportunity for Public Comment (*Public Hearing*)
- ✦ Decision Point

Brief History



- The City's Community Development Block Grant (CDBG) is a grant from the Housing and Urban Development Agency (HUD) to support low-to-moderate income Coeur d'Alene residents through specific allowable activities
- The City first became eligible to receive CDBG funds in 2007
- Today's presentation is for approval of the City's Draft 2023-2027 Consolidated Plan and 2023 Annual Action Plan

CDBG Key Terms



- **LMI: Low-to-Moderate Income:** HUD designation of a households whose total earnings are based on 30%, 50%, and 80% of the yearly area median income.

HUD's 2023 Median Income determination for Kootenai County:\$93,900 (based on a family of 4).

Selecting Activities Each Year



- Activities must meet a National Objective:
 - Benefit to low-and-moderate income (LMI) persons
 - Aid in the prevention of slum and blight
 - Meet an urgent need
- Activities must meet Annual Action Plan and Consolidated Plan Goals and be a HUD approved activity
- When choosing activities to fund, staff must consider capacity of staffing, size of community and amount of allocation, local politics, and capacity of sub-recipient organizations

CDBG Eligible Activities



CDBG funds may be used for activities which include, but are not limited to:

- Acquisition of real property
- Relocation and demolition
- Rehabilitation of residential and non-residential structures
- Construction of public facilities and improvements

Continued...

CDBG Eligible Activities Continued...



- Public services, within certain limits (maximum 15% of annual allocation)
- Activities relating to energy conservation and renewable energy resources
- Provision of assistance to profit-motivated businesses to carry out economic development and job creation/retention activities

Eligible Public Service Activities



- ❖ Fair housing counseling
- ❖ Education programs
- ❖ Energy conservation
- ❖ Services for senior citizens
- ❖ Mental health services
- ❖ Services for homeless persons
- ❖ Employment services
- ❖ Crime prevention
- ❖ Public safety
- ❖ Childcare
- ❖ Health services
- ❖ Substance abuse services

Capped at 15%= approximately \$52,367
Meals on Wheels Annual Grant =\$10,000
Approximately \$42,367 Available for Public Service Activities

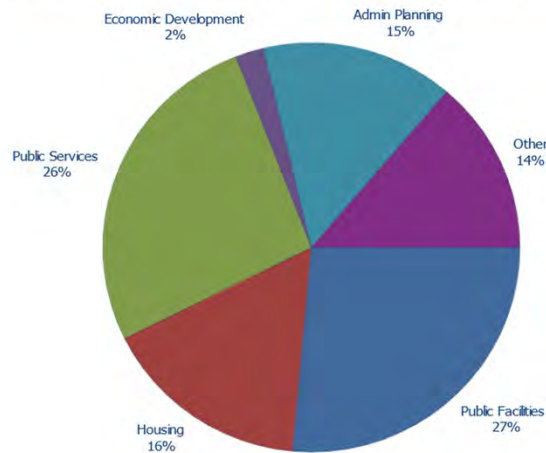
Administrative Costs Overview

Administrative Costs Overview:

- ❖ Subject to 20% cap of annual allocation budget.
- ❖ Administrative costs cover employee wages and benefits, administration of EMRAP program, travel and training expenses, consultant assistance with preparing required plans, advertising, supplies, and support of Fair Housing Activities
- ❖ Unspent Administrative funds go back into the general fund to be reallocated to projects.

2018-2022 Consolidated Plan Funding

Consolidated Plan Funding by IDIS Categories in Percentage



2018-2022 Con Plan Activities

Economic Development: \$55,000

Housing Activities: \$405,568

56 EMRAP Projects
 Habitat for Humanity 2nd Street Project

Public Facilities Improvements: \$660,314

TESH, Inc.: Energy Efficiency Modifications
 Lake City Center--Exterior Drainage Improvement
 Sidewalk: Fernan Elementary School Route
 Lake City Center AED
 Lake City Center ADA Restroom Rehab
 St. Vincent De Paul HVAC
 Idaho Youth Ranch Rehab
 TESH Restroom Rehab
 St. Vincent de Paul Restroom Rehab – almost complete
 CV-St. Vincent Entry Door Project
 CV-Lake City Center Air Scrubbers

2018-2022 Con Plan Activities

Public Services \$549,608

NIC Foundation: Workforce Training
 Scholarships
 Meals on Wheels Annual Grants
 Children's Village Therapist
 United Way Childcare Scholarship
 Idaho Youth Ranch Counseling Services
 CDAIDE Subsistence Program
 CV-Lake City Center MOW2
 CV-Lake City Center Meals on Wheels
 Expanded
 CV-Boys & Girls Club Academic Support

CV - Safe Passage - Sheltering
 CV-St. Vincent Sheltering
 CV- United Way Childcare Scholarship
 CV-0198 City Utility Subsistence
 CV-CDAIDE Subsistence Program
 CV - Family Promise Shelter
 CV-Boys and Girls Club Food Pantry
 CV-Idaho Youth Ranch Case Manager
 CV-LOVE INC Rental Subsistence
 CV-Four Roots Food Box Program

Consolidated Planning Goals for 2023-2027



- 1. Maintain and Increase Housing Stock (both ownership and rentals)** – new housing construction and water and sewer improvements, (ownership and rentals), rehabilitation of existing housing (ownership) - EMRAP program, down payment assistance – direct financial assistance to homebuyers, etc.
- 2. Public Facility and Infrastructure Projects (serving LMI residents)** – acquisition, creation and rehabilitation of public facilities and city facilities, and code enforcement. (includes sidewalks, parks, water/sewer improvements, code enforcement, etc.)
- 3. Public Services (serving LMI residents)** – support for organizations that serve the LMI population (e.g., child care, mental health services, housing counseling, food banks, youth services, subsistence assistance, etc.)
- 4. Homelessness Assistance** – outreach, emergency shelter, rehousing services and homelessness prevention
- 5. Economic Development** – job creation/retention, business & technical assistance, microenterprise assistance, etc.

Housing Affordability Study



According to the Housing Availability and Affordability Study for Kootenai County, from December 2021:

- ❖ 75% of County residents cannot afford to buy a home
- ❖ Median home prices in 2021 were over \$530,000 (\$524,000 as of July, 2023 CDA Press article 8.8.23)
- ❖ From September 2018 to 2020, Idaho had the 3rd fastest growing rent prices in the country
- ❖ Kootenai County has a housing unit deficit of 2,353 units
- ❖ The median Kootenai County housing prices increased 120% in just over four years. The average price has increased by 144% from 2016 to 2021

Consolidated Plan Citizen Participation

- ❖ **Outreach:** Two Public Forums, Community Survey, 30-Day Public Comment Period, Public Hearing
- ❖ **Advertised:** Coeur d'Alene Press notices, Public Education and Government Channel Ads, City Facebook and website updates, shared community flyers, and ongoing email communications to 189 community stakeholders
- ❖ **Citizen Participation & Input:** Public Survey Results, Forum attendees, and Consultations with Stakeholders revealed strong support for proposed goals set forth in the survey.

Public Comments

76 % of survey participants said they would agree that the 5 goals should be included in the plan, 16% said No, and 11% said something other, or made a comment.

- ❖ Maintain and Increase Affordable Housing (ownership and rentals)
- ❖ Public Facilities and Infrastructure Projects
- ❖ Public Services
- ❖ Economic Development
- ❖ Homelessness Assistance

Public Comments



Do you feel you have the financial resources for adequate housing?

If you are representing an organization, do you feel the majority of the demographic you are working with has the financial resources for adequate housing?

Results: 51% No, 50% Yes

COMMENTS RECEIVED:

- The people I work with are all on disability or social security. There is no AFFORDABLE housing anywhere so, no it's not equal. These people cannot compete with those that are able to \$1800.00 - \$2,000.00 a month for a rental.
- Economically, a lot of us are just priced out of the market for any kind of housing in the area.
- Low wages that are not in alignment with the available housing
- Senior citizens on fixed income. We have nowhere to go. Cannot afford basic repairs.

Public Comments



Do you feel there are adequate non-profits providing public services within Coeur d'Alene and surrounding communities?

Results: 50% Yes, 50% No

What services are missing?

- Enough affordable housing (all types), food insecurity is increasing, wages do not support a living wage
- Social help for seniors with low income
- Any involving health, mental health, dental, vision, and childcare
- childcare assistance, mental help assistance

Draft 2023 AAP Budget



Based on estimated funding of **\$358,560**

2023 Estimated Funding	Project
\$10,000 (3%) Public Services Goal	Lake City Center Annual Meals on Wheels Grant (As part of Public Services Goal)
\$75,000 (21%) Housing Goal	Emergency Minor Home Repair and Accessibility Program (EMRAP) (EMRAP supports Affordable Housing Goal)
\$201,848 (56%) Housing Goal Public Services Goal	Affordable Housing Activities & Subsistence Payments (Funding in support of a housing provider or affordable housing developer to create more for-rent and/or for-sale housing, and subsistence payments for rent and utilities)
\$71,712 (20%)	Administration (Employee wages and benefits, administration of EMRAP program, travel and training expenses, advertising, supplies, support of Fair Housing Activities— Subject to 20% cap of annual allocation budget)
\$358,560	2023 CDBG Grant Allocation

CDBG Sidewalk Project in the Queue for 2023



- Funds allocated to sidewalks from 2018-2022 \$29,600
- CDBG funds are optimized by having the work done by City crews
- Possible sidewalk projects are being identified and considered
- Staff capacity, scheduling and access to materials will determine projects in 2023 through 2027

Tonight's Actions



- Questions about the 2023-2027 Con Plan and 2023 AAP
- **Public Hearing inviting Public Comments**
- **City Council Decision Point:**
 - Approval of the submittal of the 2023-2027 Consolidated Plan and the 2023 AAP Budget to HUD for official review