



Coeur d'Alene CITY COUNCIL MEETING

November 21, 2023

MEMBERS OF THE CITY COUNCIL:

Jim Hammond, Mayor

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

WELCOME
To a Regular Meeting of the
Coeur d'Alene City Council
Held in the Library Community Room 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 E - Public Comments** is identified by the Mayor. The Mayor and Council will not normally allow audience participation at any other time.

November 21, 2023

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: None Scheduled

C. PLEDGE OF ALLEGIANCE – Lead by Girl Scout Troop 2121

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

F. ANNOUNCEMENTS:

1. City Council
2. **Action Item:** Mayor - Appointment of the Shannon Sardell, Walter Burns, and Sandy Emerson to the Historic Preservation Commission.

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

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

1. Approval of Council Minutes for the November 7, 2023 Council Meeting.

2. Approval of Minutes from the November 13, 2023, General Services/Public Works Committee.
3. Setting of the November 27, 2023 General Services/Public Works Committee Meeting.
4. Setting a public hearing for December 5, 2023 for Birkdale Annexation; Requested by: William and Sandra Braden located at: 3549 N 15th Street
5. Approval of Bills as Submitted.
6. Approval of Financial Report.
7. Approval of a Cemetery Lot Repurchase from Valerie Benecke; Trustee: Section RIV; Block H, Lot 507 in the amount of \$800.00.

As Recommended by the City Clerk

8. Approval of **Resolution No. 23-082** -
 - a. Approval of the purchase of a new CCTV system from CUES Northwest through the HGACBuy Cooperative Purchasing Program, in the amount of \$312,945.00
 - b. Approval of amendments to the Collective Bargaining Agreement with Local 710, Article 8: Staffing, Relating to Weekly Staffing Levels of Medic 34
 - c. Approval of a Memorandum of Understanding (MOU) with the Downtown Association for the 2023 Lighting Parade and Fireworks Show
 - d. Approval of a Contract with HMH Engineering, for services related to the DEQ Grant Application, in the amount of \$47,769.56
 - e. Award a Contract to Specialty Pump Services, Inc., for the Linden Well Pump Rehabilitation project, in the amount of \$192,240.00.

As Recommended by the General Services/Public Works Committee

H. OTHER BUSINESS:

1. **Resolution No. 23-083**– Declaration of surplus 2016 Custom Canopy and authorization to sell through Custom Truck.

Staff Report by: Lucas Pichette, Deputy Fire Chief

2. **Resolution No. 23-084**– Declaring that it is in the best interest of the City to convey a parcel of property to ignite cda, a tax-supported governmental entity, without consideration and setting a public hearing for December 5, 2023, as required by Idaho Code § 50-1403.

Staff Report by: Troy Tymesen, City Administrator

I. PUBLIC HEARING:

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

1. (*Legislative*) Adoption of the Capital Improvement Plans for Parks, Transportation, Police and Fire in support of Development Impact Fees.

Staff Report by: Melissa Cleveland, Welch Comer

2. **Resolution No. 23-085**– Adoption of the Capital Improvement Plans for Parks, Transportation, Police and Fire in support of Development Impact Fees.

J. ADJOURNMENT

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

ANNOUNCEMENTS

Memo to Council

DATE: November 16, 2023

RE: Appointments to Boards/Commissions/Committees

The following appointments are presented for your consideration for the November 21, 2023, Council Meeting:

Walter Burns	Historic Preservation Commission (Re-Appointment)
Sandy Emerson	Historic Preservation Commission (Re-Appointment)
Shannon Sardell	Historic Preservation Commission (Re-Appointment)

The data sheets have been placed by the inter-office mailboxes.

Sincerely,

Sherrie Badertscher
Executive Assistant

cc: Renata McLeod, City Clerk
Hilary Patterson, Liaison to the Historic Preservation Commission

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

November 7, 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 November 7, 2023, at 6:00 p.m., there being present the following members:

James Hammond, Mayor

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

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

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

LEAF-FEST PROGRAM - Assistant Director of the Streets and Engineering Department Justin Kimberling made a presentation on the upcoming Leaf-Fest Program. He noted leaves may be placed in the street as of November 1, and crews would begin picking them up on November 13. He said they would be starting in the Fort Grounds neighborhood and moving to the south and then east along Sherman Avenue. He said the Water, Parks, and Wastewater Departments were a major component as they assisted in the program with staff and equipment. He noted reader boards would be placed in neighborhoods to alert them of the upcoming activity. He said they would have 10 dump trucks running this year which would help to complete the pickup in a timely manner. He mentioned four (4) street sweepers would run to clean up after the leaves had been picked up and a partnership with Kootenai County to deposit leaves at the airport. He reminded the community to keep leaves one foot (1') away from curbs and that bagged leaves and other debris should not be placed in the street. Cars and other parked vehicles should be removed from the street to allow for a clean process. He said crews would only be making one pass through each neighborhood and to not place leaves in the street after they have completed the neighborhood's leaf pickup.

PUBLIC COMMENTS:

Norman Leffler, Coeur d'Alene, said he lived in Landings and there was an issue with traffic and parked cars on Carrington Road. He suggested a white line be painted along one side of the road to prevent parking on at least one side. He mentioned parking should be in garages or driveways and not on the street. He asked that Council not approve any Arts Commission sculptures for the

next 20 years and suggested the funds be directed to the performing arts, and/or the North Idaho Museum.

Suzanne Knutson, Coeur d'Alene, said she was a co-chair of an accessibility committee which helps those with disabilities gain access to areas in the community. She said an area of concern was public transportation. Kootenai County manages the public transportation, and she would like Coeur d'Alene to make a larger investment in the public transportation system. She noted Monday-Friday buses only run until 6:00 p.m. and more routes were needed.

ANNOUNCEMENTS:

Councilmember Miller said she appreciates the Coeur d'Alene Library and their partnership with the Wastewater Department for the recent pumpkin giveaway. She said there was a Library Foundation fundraiser in the lower level of the Library with beautiful pictures/photographs for sale. She noted she had been sworn-in to the Association of Idaho Cities (AIC) Region 1 Board of Directors and would keep those in Region 1 in the know on key items.

Councilmember English concurred that there was a gap in services in the public transportation system.

Mayor Hammond requested confirmation of the following appointments: Melisa Carper-Bell to the Library Board; Richard A. Shaffer to the Historic Preservation Commission; Chris Meyer and Scott Hoskins to ignite cda; Charlotte Doutriaux, Chuck Ethridge, and Alesa Momerak to the Arts Commission; Stuart Wagner to the Parking Commission; and Brandt Souvenir to the Pedestrian and Bicycle Advisory Committee.

DISCUSSION: Councilmember Gookin said he appreciated the recommendations and noted Chuck Etheridge was well known in performing arts and would be a great addition to the Arts Commission. Councilmember Miller noted many applications had been received for the various boards and commissions and encouraged those who were not chosen to stay involved and reapply for future openings. Mayor Hammond noted the City provided many opportunities for the public to participate and be involved on the various boards and committees.

MOTION: Motion by McEvers, seconded by Evans, to appoint Melisa Carper-Bell to the Library Board; Richard A. Shaffer to the Historic Preservation Commission; Chris Meyer and Scott Hoskins to ignite cda; Charlotte Doutriaux; Chuck Ethridge; and Alesa Momerak to the Arts Commission; Stuart Wagner to the Parking Commission and Brandt Souvenir to the Pedestrian and Bicycle Advisory Committee. **Motion carried.**

CONSENT CALENDAR:

1. Approval of Council Minutes for the October 17, 2023, Council Meeting.
2. Approval of the General Services/Public Works Committee October 23, 2023, Meeting Minutes.
3. Setting of the General Services/Public Works Committee Meeting at Noon on November 13, 2023.
4. Approval of Bills as Submitted.

5. Setting of Public Hearings:
 - a. November 21, 2023: (Legislative) Approval of Capital Improvement Plans for Parks, Transportation, Police and Fire for a ten-year period, in support of updating the Development Impact Fees.
 - b. December 5, 2023: O-2-23 (Legislative) Adoption of amendments to Coeur d'Alene Municipal Code Title 14 (Development Impact Fee) and the setting of Development Impact Fees and Annexation Fees for the City of Coeur d'Alene to fund growth's share of these Plans.
6. Approval of S-3-19- Atlas Waterfront 3rd Addition: Final Plat
7. **RESOLUTION NO. 23-079** - A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE FOLLOWING: WAIVER OF COVERED LOAD REGULATIONS FROM NOVEMBER 13, 2023, THROUGH DECEMBER 8, 2023, FOR THE ANNUAL LEAF PICK-UP PROGRAM; APPROVAL OF A LETTER OF AGREEMENT WITH KOOTENAI COUNTY FOR PUBLIC TRANSPORTATION; AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK AND SECURITY, AND ACCEPTANCE OF INSTALLED PUBLIC INFRASTRUCTURE IMPROVEMENTS FOR MEASOM ADDITION (S-3-21); PROFESSIONAL SERVICES AGREEMENT WITH J-U-B ENGINEERS, INC., IN THE AMOUNT OF \$411,300.00 FOR THE 2023-2024 WASTEWATER COLLECTION SYSTEM CAPITAL IMPROVEMENTS PROJECTS; AND CONTRACT WITH WESTERN STATES EQUIPMENT IN THE AMOUNT OF \$159,023.11 FOR THE PURCHASE OF A CAT TELEHANDLER FOR THE WASTEWATER DEPARTMENT

DISCUSSION: Councilmember Gookin said he would like to discuss item 7-b, which was regarding public transportation funding. He said he has had issues with the County's transit system, and it should service those in its community. He said the Hubbard bus stop, which was not ADA compatible, had not been removed. He requested pulling the item and placing it on a future agenda. Councilmember Miller asked if the item was budgeted and had been approved during budget discussions, with Mr. Tymesen responding the funding was approved and the agreement was open for discussion. City Attorney Randy Adams noted the first payment would be due in February, so there was time to place it on a future agenda.

MOTION: Motion by Gookin, seconded by English, to remove Consent Calendar Resolution No. 23-079; Item 7-b Approval of the Letter of Agreement with Kootenai County for Transportation, to be set on an agenda at a later date in order to have a representative of Kootenai Transportation System present to answer questions. **Motion carried.**

MOTION: Motion by McEvers, seconded by Evans, to approve the Consent Calendar, including **Resolution No. 23-079**, as amended with the removal of item 7-b: Approval of a Letter of Agreement with Kootenai County for Public Transportation.

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

RESOLUTION NO. 23-080

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A STATE/LOCAL AGREEMENT WITH THE IDAHO DEPARTMENT OF TRANSPORTATION FOR THE DESIGN OF THE RAMSEY ROAD SIGNAL UPGRADES WITH AN INITIAL PAYMENT OF \$5,000.00 FOR DESIGNATED INCIDENTAL SERVICES.

STAFF REPORT: City Engineer Chris Bosley requested Council approve a State/Local Agreement for the design of the Ramsey Road traffic signal upgrades and issue an initial payment of \$5,000.00 for the project. He noted that in September 2023, the City was awarded a \$1,235,158.00 grant to upgrade traffic signals on Ramsey Road and construct a new traffic signal at Wilbur Avenue. He said the upgrades would include detection, ADA improvements, and coordination between signals to improve traffic flow. He noted the grant would be administered by the Local Highway Technical Assistance Council (LHTAC), with design occurring over the next year, and construction anticipated for the following year (2025). He said the State/Local Agreement was needed to begin the process. He mentioned the City's estimated match requirement for the LHSIP grant was 7.34% of the projected \$1,333,000.00 total project cost, or \$97,842.00. He said a \$5,000.00 initial payment was required to begin the project and funding had been included in the Streets & Engineering's Capital Projects Fund. He requested Council approve the State/Local Agreement for design of the Ramsey Road traffic signal upgrades and the initial payment of \$5,000.00.

DISCUSSION: Councilmember Gookin said there were concerns in the community regarding traffic signals and their ability to record, and asked if the Ramsey Road project was like the recently approved Government Way improvement project. Mr. Bosley said the grant for Ramsey Road was indeed like the grant for the Government Way project, which was for signal coordination. Councilmember Wood asked about what it meant for the coordination of signals and how they affected the Fire and Police Department's emergency response, with Mr. Bosley responding the Fire Department preferred to use the Opticom preemptive system which changed signals as they approached, as public safety vehicles traveled at a faster pace. He said the Police Department was researching options. Mayor Hammond asked about the rectangular boxes on traffic signals, with Mr. Bosley responding the boxes have cameras and radar and can monitor traffic in the intersection for better coordination.

MOTION: Motion by Gookin, seconded by Miller, to approve **Resolution No. 23-080**; approving an Idaho Transportation Department State/Local Agreement for design of the Ramsey Road traffic signal upgrades and issue the initial payment of \$5,000.00.

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

RESOLUTION NO. 23-081

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING FOUR (4) GOVERNMENTAL EQUIPMENT LEASE-PURCHASE AGREEMENTS WITH CATERPILLAR FINANCIAL SERVICES CORPORATION (CAT) FOR FOUR (4) NEW 2023 SMALL WHEEL LOADERS FROM WESTERN STATES EQUIPMENT COMPANY FOR THE STREETS & ENGINEERING DEPARTMENT AND THE WATER DEPARTMENT.

STAFF REPORT: City Administrator Troy Tymesen requested Council approve a governmental equipment lease-purchase agreement with Caterpillar Financial Services Corporation (CAT) for four (4) new 2023 small wheel loaders from Western States Equipment Company for the Streets & Engineering Department and Water Department. He mentioned front-end loaders were a versatile component of the Streets & Engineering Department's year-round maintenance program. He mentioned the Water Department, likewise, had many uses for their front-end loader. Three (3) of the new loaders would go to the Streets & Engineering Department and one (1) would go to the Water Department. He said Council had previously approved a financial plan that included authority to acquire the new equipment to replace aging loaders which were requiring more maintenance. The acquisition would be through Sourcewell, an approved cooperative purchasing program. Sourcewell offers the equipment because of competitive solicitation processes in accordance with Idaho Code § 67-2807. He noted that because both the new and existing loaders were manufactured by CAT, the Streets & Engineering Department was also able to salvage the blades and gates from the existing loaders for use on the new loaders, saving the City approximately \$100,000.00. He mentioned the acquisition would be completed using a governmental equipment lease-purchase agreement which the City has used previously for this type of equipment. The Agreement contains a non-appropriations clause which was required in Idaho. He said such a clause provides that the City's liability was limited to the appropriation made each fiscal year and, if the City Council did not appropriate funds to cover the lease payments in any given year, the equipment would be returned to CAT with no further financial obligation. He noted the term of the agreement was five (5) years. He said each loader cost \$240,810.74, with an annual payment of \$26,202.27 each, and an interest rate of 6.39% per annum. He said if the City wishes to purchase the equipment at the end of five (5) years, a payment of \$170,000.00 per unit would be required. He noted the value in the program was the secondary market to acquire the loaders once the city was finished with them and the city had participated in the program before with much success.

DISCUSSION: Councilmember Gookin noted the lease was for \$131,000 a year and not \$1 Million as stated in Coeur d'Alene Press, and the program saved the City money.

MOTION: Motion by McEvers, seconded by Miller, to approve **Resolution No. 23-081**; approving a Governmental Equipment Lease-Purchase Agreement with Caterpillar Financial Services Corporation (CAT) for four (4) new 2023 small wheel loaders from Western States Equipment Company for the Streets & Engineering Department and Water Department through the Sourcewell Cooperative Purchasing Program.

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

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

The meeting adjourned at 6:37 p.m.

ATTEST:

James Hammond, Mayor

Sherrie L. Badertscher
Executive Assistant

DRAFT

November 13, 2023
GENERAL SERVICES/PUBLIC WORKS COMMITTEE
MINUTES
12:00 p.m., Library Community Room

COMMITTEE MEMBERS

Council Member Amy Evans, Chairperson
Council Member Christie Wood
~~Council Member Dan English - ABSENT~~
Council Member Woody McEvers

STAFF

Juanita Knight, Senior Legal Assistant
Randy Adams, City Attorney
Troy Tymesen, City Administrator
Larry Parsons, Utility Project Manager, Wastewater Dept.
Chief Tom Greif, Fire Department
Renata McLeod, Municipal Services Director
Chris Bosley, City Engineer, Streets & Eng. Department
Kyle Marine, Water Department Director
Glen Poelstra, Water Department Assistant Director
Mike Anderson, Wastewater Dept. Director
Todd Feusier, Streets & Engineering Dept. Director

CITIZEN

Emily Boyd, Executive Director, Downtown Association

Item 1. Approval of the purchase of a new CCTV system from CUES Northwest through the HGACBuy Cooperative Purchasing Program, in the amount of \$312,945.00.

(CONSENT)

Larry Parsons, Utility Project Manager, Wastewater Dept., requests the Council approve the purchase of a new CCTV System from CUES Northwest through the cooperative purchasing program HGACBuy. Mr. Parsons explained in his staff report that the Wastewater Department, in keeping with its equipment replacement schedule, identified the need to replace an aging Closed Circuit TV System in the FY 2023-2024 Wastewater Operating Fund budget. This purchase will be made through a cooperative purchasing program, HGACBuy, which has been previously approved by Council as a cooperative purchasing agency which meets the requirements of Idaho Code §67-2807. The Legal Department has reviewed this proposed purchase and has concluded that it meets the requirements of State law for purchasing and the City's purchasing policy. Funding for the CCTV System purchase is available within the Replacements Section of the approved 2023-2024 City of Coeur d'Alene Wastewater Operating Fund budget. The quote amount (\$312,945.00) is lower than the amount budgeted (\$325,000.00) and, therefore, the approval of this purchase will save, not increase, the total Capital Outlay of the Wastewater Operating Budget.

MOTION: by McEvers, seconded by Wood, to recommend that Council approve the purchase of a new CCTV system from CUES Northwest through the HGACBuy Cooperative Purchasing Program, in the amount of \$312,945.00. Motion Carried.

Item 2. Approval of amendments to the Collective Bargaining Agreement with Local 710, Article 8: Staffing, Relating to Weekly Staffing Levels of Medic 34.

(CONSENT)

Chief Tom Greif, Fire Department, requests the Council approve the proposed amendment to Article 8 - Staffing within the Collective Bargaining Agreement between the City of Coeur d'Alene and Local 710. Chief Greif explained in his staff report that in March of this year, the Coeur d'Alene Fire Department placed its 3rd

Advanced Life Support ambulance into service at Station 4. The original staffing language in Article 8 of the current CBA did not allow for the schedule to be changed more than one time. With the current fire department schedule known as the "48-96," we have a need to alternate the days of the week that this ambulance will be in service. The current funding only allows us to staff this resource for 96 hours a week and specifically Tuesday through Friday, equivalent to (4) twenty-four hours shifts. The proposed amendment and change to the ambulance schedule will have no financial impact to the fire department or city. The proposed schedule change will allow us to alternate the staffing days for Medic 34. Beginning on Tuesday, November 28th, the schedule will alternate from a Tuesday through Friday schedule followed by a Monday through Thursday schedule, and alternate each week following our specific shift schedules. This proposed language change is agreed upon by Local 710 and the fire department administration.

MOTION: by Woods, seconded by McEvers, to recommend that Council approve amendments to the Collective Bargaining Agreement with Local 710, Article 8: Staffing, Relating to Weekly Staffing Levels of Medic 34. Motion Carried.

Item 3. Approval of a Memorandum of Understanding (MOU) with the Downtown Association and Hagadone Corporation for the 2023 Lighting Parade and Fireworks Show.
(CONSENT)

Renata McLeod, Municipal Services Director, requests the Council approve the proposed Memorandum of Understanding with the Downtown Association (DTA) for the Christmas Parade and the associated Lighting Ceremony and Fireworks display to be held November 24, 2023. Mrs. McLeod explained in her staff report that at the July 19, 2022, Council meeting, Council requested staff to begin looking at the option of entering into agreements for some of the large special events held in the City. Agreements allow the City to negotiate with the sponsor to take on additional responsibilities, such as providing volunteers to man non-emergency intersections, placement of no-parking signs, use of certified flaggers, and payment in addition to the general fees. The Christmas Parade, Lighting Ceremony, and Fireworks display Event has the same route and venue as in years past. Additionally, the MOU clarifies roles and responsibilities so there are no questions or conflicts on the day of the Events. Mrs. McLeod noted that the Hagadone Corporation is not a party in the Memorandum of Understanding itself. Mrs. McLeod went on to explain that the Streets and Engineering Department has created the traffic safety plan for the parade event, which will remain the plan in the future with only minor changes. This plan satisfies the requirements of the Manual on Uniform Traffic Control Devices (MUTCD). Staff envisions one future master agreement for all Special Events that are sponsored by the DTA, the Chamber of Commerce, and other sponsors, after working through each event in 2023 and creating the traffic control plans for each event. The fee included under the Memorandum is \$750.00, with a \$1,000.00 security deposit. This fee and deposit were set in the fee resolution approved by Council. There are some legal restrictions regarding covering the costs of any events, including that the fee must be reasonably related to actual costs and cannot be higher than actual costs for the event. When there is a controversial political message which might offend spectators, it is unconstitutional to add to the fees in anticipation of first amendment activity. Further, any fee that is based on the content of the message violates the First Amendment. While there are additional costs to City departments with the Christmas Parade and related events on November 24, the DTA has additional expenses as well. The DTA provided a cost breakdown as follows: \$10,420.00 in expenses for this event, with estimates volunteer hours to have a value of \$1,667.00, totaling an estimated cost of \$12,087.00. At the time of this staff report, traffic control contractor costs have not been finalized, but they will increase the cost to DTA. The Hagadone Hospitality Co. will provide a complementary Fireworks display and has agreed to provide staffing for the intersection at 1st and Sherman to manage traffic in and out of the Resort. The MOU outlines the

responsibilities of the City and DTA, in order to level the amount of staff time needed for these types of community events.

Todd Feusier, Director, Streets & Engineering Department, gave a short presentation regarding the traffic control routes.

Councilmember Evans asked Mr. Feusier if overtime for city employees would be reduced by hiring a traffic control contractor. Mr. Feusier said yes, it would.

Councilmember Wood asked Mrs. McLeod if the traffic control contract would reduce overtime for the Police Department. Mr. McLeod said when we look at public safety, they have to be down there during the parade. Therefore, she's not sure how the Police Department costs can be paired down. Councilmember Wood asked if the PD will be manning the intersections. Mrs. McLeod said no, they have not done that for years. They have a presence there only for public safety.

Councilmember Wood said she hopes that next year staff can bring this Memorandum of Understanding forward by the first meeting in September to give the Council more time for changes, if needed. She feels it's a bit rushed this year. She also expects there will be fee changes next year.

MOTION: by McEvers, seconded by Woods, to recommend that Council approve a Memorandum of Understanding (MOU) with the Downtown Association for the 2023 Lighting Parade and Fireworks Show. Motion Carried.

Item 4. Approval of a Contract with HMM Engineering, for services related to the DEQ Grant Application, in the amount of \$47,769.56.

(CONSENT)

Chris Bosley, City Engineer, Streets & Engineering Department, requests the Council authorize the application for an IDEQ Planning and OSG Grant and approve a Professional Services Agreement with HMM Engineering for the Ponderosa Drainage Project. Mr. Bosley explained in his staff report that the City submitted a Letter of Interest to the Idaho Department of Environmental Quality (IDEQ) in January of 2023 for a Planning and Sewer Overflow and Stormwater (OSG) Grant. In September, the City was notified that our Letter of Intent was accepted and we were invited to formally apply for the OSG grant. In order to even apply for the grant, the City must have a signed agreement for the engineering. The goal of this grant money is to identify and design a solution to eliminate stormwater discharging into the sanitary sewer system on N. Hill Drive near Ponderosa golf course. Because this stormwater system is located in a low spot, is near the city limits, and is not near other stormwater infrastructure, a creative solution must be found. This stormwater connection to sanitary sewer is the last known connection after eliminating two others in the past couple years. If the grant is awarded, HMM Engineers will identify and design a solution that can be cost effectively implemented using Drainage Utility funds. If the grant is not awarded, the agreement will be voided. The cost for the design is \$47,769.56, which would be funded through the IDEQ grant. A 10% match is required (\$4,776.96), which is budgeted for under Professional Services within the Drainage Utility budget. Approval of this agreement will enable HMM to begin analysis and design for construction next summer if the grant is awarded.

MOTION: by McEvers, seconded by Woods, to recommend that Council approve a Professional Services Agreement with HMM Engineering, in the amount of \$47,769.56, for services related to the DEQ Grant Application for the Ponderosa Drainage project. Motion Carried.

Item 5. Acceptance of Bid and Award a Contract to Specialty Pump Services, Inc., for the Linden Well Pump Rehabilitation project, in the amount of \$192,240.00.

(CONSENT)

Kyle Marine, Director of the Water Department, requests the Council accept the bid of and award a contract to Specialty Pump Services, Inc., for rehabilitation of the Linden Well. Mr. Marine explained in his staff report that the Linden well was originally installed in 1966 to 267' deep. It has a tested production capacity of nearly 2200 gpm. The production well is 20" in diameter and cased or screened to the bottom. The well was put into production and has consistently produced a rate of approximately 2275 gpm. The pump assembly consists of a 350 Hp motor, 12" diameter drop pipes (columns), 1 15/16" diameter shafts, and a 6-stage pump. The pump was last replaced in 2017. The Water Department has budgeted \$192,240.00 through the operations and maintenance budget for this project. No additional engineering services are required. One bid was received in the amount of \$77,825.00, from Specialty Pump Services, Inc. Options were included in the bid packet for potential replacement of the pump columns, stainless steel shafts, and brass spider bearings in the event undue wear is detected. Exercising all options would bring the total bid to \$162,990.00. While staff anticipates there may be a need to replace at least some of the pump column based on previous history, it is not anticipated to have to replace everything. Therefore, staff is proposing acceptance of the base bid of \$77,825.00 and award of a contract not to exceed the budget amount of \$192,240.00, in case additional replacements are required.

MOTION: by Wood, seconded by McEvers, to recommend that Council accept the bid and award a contract to Specialty Pump Services, Inc., for the Linden Well Pump Rehabilitation project, for a sum not to exceed the budget amount of \$192,230.00. Motion Carried.

Recording of the meeting can be found at: <https://youtu.be/VeYuhTXbUdM?si=CmIYdwm1YgPssUEk>

The meeting adjourned at 12:31 p.m.

Respectfully submitted,
Juanita Knight
Senior Legal Assistant
Recording Secretary

DATE: NOVEMBER 21, 2023
TO: MAYOR AND CITY COUNCIL
FROM: PLANNING DEPARTMENT
RE: SETTING OF PUBLIC HEARING DATE: DECEMBER 5, 2023

Mayor Hammond,

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

December 5, 2023:

ITEM NUMBER: A-1-23

REQUEST: William and Sandra Braden are requesting approval for a proposed 1.74-acre annexation from County Agriculture Suburban to City R-12 zoning district

LOCATION: 3549 N 15th Street

COMMISSION ACTION: On October 10, 2023, the Planning Commission recommended adoption of the R-12 zoning district in conjunction with the annexation request.

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 ONE MONTH ENDED
 October 31, 2023

RECEIVED

NOV 9 2023

CITY CLERK

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 10/31/2023	PERCENT EXPENDED
Mayor/Council	Personnel Services Services/Supplies	\$266,305 10,128	\$18,225	7%
Administration	Personnel Services Services/Supplies	241,168 2,590	21,761	9%
Finance	Personnel Services Services/Supplies	847,769 713,940	86,875 319,604	10% 45%
Municipal Services	Personnel Services Services/Supplies Capital Outlay	1,528,562 1,048,123 18,000	159,705 73,917	10% 7%
Human Resources	Personnel Services Services/Supplies	362,646 136,559	38,121	11%
Legal	Personnel Services Services/Supplies	1,317,913 63,000	141,647 175	11% 0%
Planning	Personnel Services Services/Supplies Capital Outlay	755,763 54,050	83,272 (7)	11% 0%
Building Maintenance	Personnel Services Services/Supplies Capital Outlay	355,212 315,600 31,000	43,568 56,688 210	12% 18% 1%
Police	Personnel Services Services/Supplies Capital Outlay	17,977,696 1,932,595 1,929,000	2,114,515 22,884 424,612	12% 1% 22%
Fire	Personnel Services Services/Supplies Capital Outlay	12,637,563 949,774	1,120,269 6,690	9% 1%
General Government	Services/Supplies Capital Outlay	2,019,067	(3)	0%
Police Grants	Personnel Services Services/Supplies Capital Outlay	91,364	8,380	9%
CdA Drug Task Force	Services/Supplies Capital Outlay			
Streets	Personnel Services Services/Supplies Capital Outlay	3,525,902 2,965,163 750,000	434,644 (32,949) 9,629	12% -1% 1%
Parks	Personnel Services Services/Supplies Capital Outlay	2,154,256 751,710 107,026	220,049 4,299	10% 1%

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 ONE MONTH ENDED
 October 31, 2023

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 10/31/2023	PERCENT EXPENDED
Recreation	Personnel Services	669,375	66,183	10%
	Services/Supplies	159,950	1,367	1%
	Capital Outlay			
Building Inspection	Personnel Services	1,102,433	116,998	11%
	Services/Supplies	44,309	4	0%
	Capital Outlay			
Total General Fund		57,835,511	5,561,332	10%
Library	Personnel Services	1,648,968	181,814	11%
	Services/Supplies	220,000	(6,616)	-3%
	Capital Outlay	190,000		
CDBG	Personnel Services	87,021		
	Services/Supplies	302,942		
Cemetery	Personnel Services	226,159	27,789	12%
	Services/Supplies	139,150	2,722	2%
	Capital Outlay			
Impact Fees	Services/Supplies	63,000		
Annexation Fees	Services/Supplies	520,000		
Parks Capital Improvements	Capital Outlay	710,060	5,615	1%
Cemetery Perpetual Care	Services/Supplies	4,500	361	8%
Jewett House	Services/Supplies	28,615	15,460	54%
Reforestation	Services/Supplies	6,500		
Street Trees	Services/Supplies	112,000	600	1%
Community Canopy	Services/Supplies	1,500		
Public Art Fund	Services/Supplies	239,500	8,725	4%
		4,499,915	236,471	5%
Debt Service Fund		876,307		

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
ONE MONTH ENDED
October 31, 2023

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 10/31/2023	PERCENT EXPENDED
Atlas - Kathleen to Newbrook	Capital Outlay	1,010,734		
Traffic Calming	Capital Outlay	40,000		
Public Transit Sidewalk Accessibility	Capital Outlay	204,999		
Ramsey Road Rehabilitation	Capital Outlay			
15th Street	Capital Outlay	2,300,000		
LHTAC Pedestrian Safety	Capital Outlay	873,245		
Atlas Waterfront Project	Capital Outlay			
Wilbur / Ramsey Signal	Capital Outlay	169,595		
		4,598,573		
Street Lights	Services/Supplies	760,200		
Water	Personnel Services	3,005,767	306,204	10%
	Services/Supplies	5,748,776	66,147	1%
	Capital Outlay	5,717,240	67,369	1%
Water Capitalization Fees	Services/Supplies	3,000,000		
Wastewater	Personnel Services	3,402,504	349,891	10%
	Services/Supplies	8,680,182	19,270	0%
	Capital Outlay	12,237,000	16,889	0%
	Debt Service	3,512,941		
WW Capitalization	Services/Supplies	3,499,100		
WW Property Management	Services/Supplies		-	
Sanitation	Services/Supplies	5,315,582	40,031	1%
Public Parking	Services/Supplies	1,778,929	7,151	0%
	Capital Outlay			
Drainage	Personnel Services	262,860	28,991	11%
	Services/Supplies	1,189,030	670	0%
	Capital Outlay	1,143,000		
Total Enterprise Funds		59,253,111	902,612	2%
Kootenai County Solid Waste		3,115,000		
Police Retirement		146,000	12,065	8%
Business Improvement District		176,200		
Homeless Trust Fund		10,000		
Total Fiduciary Funds		3,447,200	12,065	0%
TOTALS:		\$130,510,617	\$6,712,479	5%

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

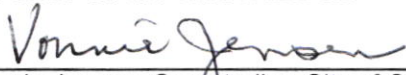
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CITY OF COEUR D'ALENE
Treasurer's Report of Cash and Investment Transactions

CITY CLERK

FUND	BALANCE 9/30/2023	RECEIPTS	DISBURSE- MENTS	BALANCE 10/31/2023
<u>General-Designated</u>	\$4,771,826	\$2,685,234	\$100,800	\$7,356,260
<u>General-Undesignated</u>	12,702,962	4,636,188	9,844,202	7,494,948
<u>Special Revenue:</u>				
Library	196,328	46,459	274,503	(31,716)
CDBG	(48,898)	32,596	5,331	(21,633)
Cemetery	202,719	19,069	40,800	180,988
Parks Capital Improvements	1,115,202	45,786	156,883	1,004,105
Impact Fees	6,081,194	112,540	53,351	6,140,383
Annexation Fees	1,068,488	7,468		1,075,956
American Recovery Plan	5,726,814			5,726,814
Cemetery P/C	1,088,945	9,723	3,150	1,095,518
Jewett House	169,849	7,106	19,690	157,265
Reforestation	22,536	158		22,694
Street Trees	150,419	3,161	600	152,980
Community Canopy	2,436	17		2,453
Public Art Fund	63,125	442	6,827	56,740
Public Art Fund - ignite	454,298	3,133	11,018	446,413
Public Art Fund - Maintenance	128,093	895	39	128,949
<u>Debt Service:</u>				
2015 G.O. Bonds	130,052	3,288		133,340
<u>Capital Projects:</u>				
Street Projects	880,456	6,348	37,000	849,804
<u>Enterprise:</u>				
Street Lights	130,661	64,526	10,927	184,260
Water	2,711,646	2,173,394	885,257	3,999,783
Water Capitalization Fees	6,290,035	130,585	864,361	5,556,259
Wastewater	16,950,606	11,382,730	8,239,020	20,094,316
Wastewater - Equip Reserve	1,297,062	27,500	1,136,903	187,659
Wastewater - Capital Reserve	4,500,000	1,000,000		5,500,000
WWTP Capitalization Fees	4,718,591	312,385	2,675,028	2,355,948
WW Property Mgmt	59,973			59,973
Sanitation	1,277,995	761,734	769,038	1,270,691
Public Parking	990,474	374,881	9,524	1,355,831
Drainage	1,049,196	231,939	153,416	1,127,719
Wastewater Debt Service	673,800	5,579		679,379
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	261,016	297,128	263,825	294,319
Police Retirement	438,817	5,577	16,429	427,965
Sales Tax	1,939	3,480	1,939	3,480
BID	403,207	6,555		409,762
Homeless Trust Fund	507	546	507	546
GRAND TOTAL	<u>\$76,662,372</u>	<u>\$24,398,150</u>	<u>\$25,580,368</u>	<u>\$75,480,154</u>

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



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

RECEIVED

NOV 9 2023

CITY CLERK

City of Coeur d Alene
Cash and Investments
10/31/2023

Description	City's Balance
U.S. Bank	
Checking Account	2,004,882
Checking Account	90,540
Checking Account	68,687
Investment Account - Police Retirement	354,756
Investment Account - Cemetery Perpetual Care Fund	1,089,484
Idaho Central Credit Union	
Certificate of Deposit	1,026,673
Idaho State Investment Pool	
State Investment Pool Account	39,707,874
Spokane Teacher's Credit Union	
Certificate of Deposit	6,110,844
Numerica Credit Union	
Certificate of Deposit	9,636,674
Money Market	15,388,390
Cash on Hand	
Treasurer's Change Fund	1,350
Total	<u><u>75,480,154</u></u>

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



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



City of
Coeur d'Alene
IDAHO

CEMETERY LOT TRANSFER / SALE / REPURCHASE ROUTING FORM

REQUEST RECEIVED BY:

Municipal Services Department Name Kelley Setters Employee 11-13-23 Date

REQUESTED BY:

Valerie Benecke; Trustee Name

Address _____ Phone _____

Request is for: Repurchase of Lot(s)
 Transfer of Lots(s) from _____ to _____

Section: RIV Block: H Niche(s): _____, _____, _____, _____, _____, _____, _____, _____, _____, _____
Lots(s): 507, _____, _____, _____, _____, _____, _____, _____, _____, _____

Lot(s) are located in: Forest Cemetery 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 _____ Date: _____

CEMETERY SUPERVISOR completes the following:

The above-referenced Lot(s) is/are certified to be vacant: Yes No
The owner(s) of record of the Lot(s) in the Cemetery Book of Deeds is listed as: Richard Rappe
The purchase price of the Lot(s) when sold to the owner of record was \$ 800 per lot.

Supervisor's Signature M Brandt Date: 11/14/2023

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 CONVEYANCE
CEMETERY LOT**

In consideration of the payment of the fee established by resolution of the City Council, the City of Coeur d'Alene does hereby convey to Valerie Benecke (the "Owner") the following lot(s) in the Riv Cemetery:

Section(s) Riv Annex, Block(s) H,
Niche(s) _____, Lot(s) 507

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 Owner, 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 ____ day of _____, 20__.

By _____
Mayor

ATTEST:

Renata McLeod, City Clerk

RESOLUTION NO. 23-082

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE FOLLOWING: PURCHASE OF A CCTV SYSTEM FROM CUES NORTHWEST FOR THE WASTEWATER DEPARTMENT; AMENDMENT TO THE COLLECTIVE BARGAINING AGREEMENT WITH LOCAL 710 FOR FIREFIGHTERS; MEMORANDUM OF UNDERSTANDING WITH THE COEUR D'ALENE DOWNTOWN ASSOCIATION FOR THE 2023 CHRISTMAS PARADE, LIGHTING CEREMONY, AND FIREWORKS DISPLAY; PROFESSIONAL SERVICES AGREEMENT WITH HMH FOR THE PONDEROSA DRAINAGE PROJECT; AND CONTRACT WITH SPECIALTY PUMP SERVICES FOR THE LINDEN WELL REHABILITATION PROJECT.

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

- A) Purchase of a CCTV System from CUES Northwest through the HGACBuy Cooperative Purchasing Program, in the amount of \$312,945.00;
- B) Amendments to the collective Bargaining Agreement with Local 710, Article 8: Staffing, Relating to Weekly Staffing Levels of Medic 34;
- C) Memorandum of Understanding with the Downtown Association for the 2023 Lighting Parade and Fireworks Show;
- D) Contract with HMH Engineering, for services related to the DEQ Grant Application, in the amount of \$47,769.56;
- E) Contract to Specialty Pump Services, Inc., for the Linden Well Pump Rehabilitation project, in the amount of \$192,240.00;

AND,

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements and take the other action for the subject matter, as set forth in substantially the form attached hereto as Exhibits "A" through "E" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby

authorized to modify said agreements and the other action, so long as the substantive provisions of the agreements and the other action remain intact.

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

DATED this 21st day of November, 2023.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

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

_____ was absent. Motion _____.

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

DATE: NOVEMBER 13, 2023
FROM: LARRY PARSONS, UTILITY PROJECT MANAGER
SUBJECT: APPROVAL AND AWARD OF CONTRACT FOR THE PURCHASE OF A
2024 CUES Closed Circuit TV System

DECISION POINT: Should Council approve the purchase of a new CCTV System from CUES Northwest through the cooperative purchasing program HGACBuy?

HISTORY: The Wastewater Department, in keeping with its equipment replacement schedule, identified the need to replace an aging Closed Circuit TV System in the FY 2023-2024 Wastewater Operating Fund budget. This purchase will be made through a cooperative purchasing program, HGACBuy, which has been previously approved by Council as a cooperative purchasing agency which meets the requirements of Idaho Code § 67-2807. The Legal Department has reviewed this proposed purchase and has concluded that it meets the requirements of State law for purchasing and the City's purchasing policy.

PERFORMANCE ANALYSIS: The Wastewater Department uses this CCTV System on a daily basis. It is the tool used for sewer pipe inspection which is the key to maintenance and repair, and helps us identify sewer lines for replacement. The new CCTV System will replace the old 2009 CCTV Unit. The 2009 unit requires frequent maintenance and the availability of parts is minimal. The Wastewater Department previously purchased a similar unit from CUES Northwest, and is satisfied with its performance and reliability.

FINANCIAL ANALYSIS: Funding for this CCTV System purchase is available within the Replacements Section of the approved 2023-2024 City of Coeur d'Alene Wastewater Operating Fund budget. The quote amount (\$312,945.00) is lower than the amount budgeted in line item # 031-058-4352-7520 (\$325,000.00) and, therefore, the approval of this purchase will save, not increase, the total Capital Outlay of the Wastewater Operating Budget.

RECOMMENDATION: Council should approve the purchase of a new 2024 Closed Circuit TV System from CUES Northwest in the amount of \$312,945.00.

"The Standard of the Industry"



CUES

Wednesday, November 15, 2023

City of Coeur D'Alene
Larry Parsons
710 E. Mullan Ave
Coeur D'Alene, ID 83814

Dear Larry,

Here is the pricing you requested for adding a new Cues van per the attached component list.

In summary:

- Ford E450 gas hi-cube with 16' box
- Evo 3 interior package per component list
- Full height walkthrough to cab with door
- Roll up door in rear
- Folding bumper step package
- Kick plate transporter drawer with wash grate – locking
- Chassis back up camera
- Roof mounted AC
- Bench storage seat in control room
- Closet in control room
- Workbench and upper storage cabinet in equipment room
- 20 gallon wash-down package
- 32" rear monitor
- 5 drawer tool chest mounted in bulkhead wall
- 7KW Onan generator
- OZ3S PTZ camera with sonde for location
- Compact steerable Pipe Ranger for 6"-24" pipe (CPR)
- Electric camera lift for CPR
- Auto payout reel with 1,200' cable
- Summit wireless electronics package with spare controller
- 2 monitors in control room
- Gnet software package and computer per specification
- Test cables and cable protection package
- Power boom crane with LED lights
- Stacked aluminum storage drawers in kickplate
- Work top on reel with rubberized covering
- 2 days training and set up
- Delivery

Grand total \$312,945

TERMS: Net 30
FOB: Destination
Delivery: 90-120 days ARO

“This Quote and the goods and services quoted thereunder are subject to Cues, Inc. Standard Terms and Conditions of Sale found at: <https://cuesinc.com/pages/cues-terms-and-conditions-of-sale>. By accepting this Quote, Buyer agrees to be bound by these terms.”

Local factory direct service center located in Portland, OR area. Free loaner equipment for the lifetime of your gear in the event of service needs. Fully staffed facility includes bench and field service techs. Made in USA.

Let me know if you have any questions.

Thanks,
Gillian Wilson
Cues NW Territory Manager
3600 Rio Vista Ave.
Orlando, FL 32805
971-369-6201

Specifications For: COEUR D'ALENE, ID

1 FORD E-450 GAS CUT-A-WAY 176" WB 2X4 CHASSIS

- 1 7.3L Gas Engine
- 1 6-Speed Automatic Transmission with OD
- 1 14,500 lb. GVWR
- 1 176" Wheel Base
- 1 Cab Air Conditioner
- 1 AM / FM Radio

1 16' CARGO BOX WITH WALKTHRU

- 1 AeroCap with Walk Thru
- 1 LED Light Package Includes Body Clearance and Stop / Tail / Turn
- 1 Full Width Barn Doors with CAM (Pipe) Locks on Each Door
- 2 Laminated Steel Lock
- 1 Kemlite Covering on Inside Rear Doors
- 1 Back Up Alarm

1 POWER BOOM CRANE WITH LED LIGHTING, FLOOR MOUNT

Power actuated boom extends and retracts up to 24" at the touch of a button for precise deployment/retrieval placement of the transporter/camera, 750 lb. capacity, Yellow Retrieval Hook, 75' x 5/32" Cable Length, Floor Mounted, 12VDC, Push Button 4-Function Detachable 12' Pendant Control, Powder Coat Finish. High intensity LED lighting to help light up the manhole to assist in deployment/retrieval of the transporter/camera.

1 POWER BOOM CRANE CONTROLLER HOLDER

1 WIRELESS POWERBOOM CRANE CONTROLLER

1 SAFE ENTRY/EXIT BUMPER INSTALLED

- 1 Three (3) Steps Evenly Spaced
- 1 Bottom Step Folds Up for Ground Clearance
- 1 Safety Grab Handle

1 KICKPLATE TRANSPORTER STORAGE

- 1 Lockable Storage Compartment for Camera and Transporter
- 1 Sliding Drawer
- 1 Notch in rear door threshold of body for TV cable to pass through to transporter storage drawer

1 KICKPLATE 2 DRAWER STACK ALUMINUM STORAGE

1 BACK-UP COLOR CAMERA SYSTEM [CHASSIS]

1 BULKHEAD WALL BETWEEN CAB AND CONTROL ROOM

- 1 Door

1 TV HIGH CUBE VAN EXTERIOR LIGHTING & CONTROL ROOM - EVOLUTION 3.0 TO INCLUDE:

- 2 Amber LED Strobe Warning Beacons
- 2 Adjustable LED Floodlights Rear of Vehicle Area Illumination Control Room Interior:
- 1 Lonseal Lonplate Flooring
- 1 Kemlite covered walls and weather resistant/smooth finished ceiling
- 1 Bulkhead Wall with Passage Door from Control Room to Equipment Room
- 1 Tinted Viewing Window in Bulkhead Wall
- 1 Tinted Viewing Window in Bulkhead Door
- 1 Above Desk Control Console with Rack Mount for Electronic Equipment
- 1 Desktop / Work Area

- 1 12V High Intensity LED Light Fixture
- 1 Multi-Outlet Power Strip with USB Ports
- 1 Fire Extinguisher with Bracket, 10BC Rating
- 1 Operators Chair, Swivel with Casters
- 1 Breaker Box Storage Area with Locking Positive Latch
- 1 Battery Powered Carbon Monoxide Alarm

1 LOW PROFILE, ROOF MOUNTED AIR CONDITIONER WITH HEAT STRIP

1 BENCH SEAT IN VIEWING ROOM

1 CUSHION FOR BENCH SEAT

1 CLOSET IN VIEWING ROOM

1 TV HI-CUBE VAN EQUIPMENT ROOM INTERIOR - EVOLUTION 3.0 TO INCLUDE:

- 1 Lonseal Lonplate Flooring
- 1 Kemlite covered walls and weather resistant/smooth finished ceiling
- 1 Electrical Outlet with Dual Receptacles
- 1 12V High Intensity LED Light Fixture
- 1 15 Minute Courtesy Timer Located at Rear Door Area for 12V LED Interior Lights

1 MULTI-OUTLET WORKSTATION WITH LIGHTS AND USB PORTS

1 20-GALLON WASHDOWN SYSTEM TO INCLUDE:

- 1 20-Gallon Fresh Water Tank
- 1 Electric Water Pump
- 1 Retractable Hose Reel with 25'Water Hose and Nozzle

1 UPPER AND LOWER STORAGE CABINET IN EQUIPMENT ROOM

- 1 Lower Storage Cabinet / Work Top with Sink and Faucet
- 1 Upper Wall Mounted Storage Cabinet

1 WORKTOP ON TV REEL

1 5-DRAWER TOOL CHEST, MODULINE

1 32" REAR FLAT SCREEN MONITOR MOUNTED IN BULKHEAD WALL

- 1 Flat Screen Monitor
- 1 Cable Assembly - Video Monitor to Monitor in Control Room
- 1 Electrical Outlet

1 7000 WATT GAS ONAN GENERATOR

- 1 120 Volt 60 HZ 7000 Watt EFI (Electronic Fuel injection) Commercial Grade Generator
 - 1 Gasoline Powered
 - 1 Electric Start
 - 1 Air Cooled
 - 1 Generator Remote Start/Stop Cable assembly

1 GENERATOR COMPARTMENT [UNDER CHASSIS MOUNT]

- 1 Generator Storage Compartment with Lockable External Access Door
- 1 Commercial Power Supply Receptacle

- 1 Electrical Supply Center with Circuit Breaker Box
- 1 Commercial power and Generator Power Connectors
- 1 Automatic Power Transfer Switch

1 SYSTEM ENGINEERING PANEL, FOR POWER INFORMATION AND GENERATOR FUNCTIONS, RACK MOUNTED, TO INCLUDE:

- 1 Four Function AC Power Meter displaying Critical Power Information including:
 - 1 Voltage
 - 1 Hertz
 - 1 Amperage
 - 1 Active Power (Watts)
- 1 Front panel Selector Switch for two modes of operation:
 - 1 Fixed reading
 - 1 Continuous Auto-cycling
- 1 Generator Battery Meter to Display Starting and Charging Voltage
- 1 Generator Hour Meter
- 1 Generator Remote Start/Stop Control Switch
- 1 On/Off Switch for Emergency Warning beacons (Switch to Illuminate When On)

1 25' 110V SHORE POWER CABLE

1 OZ3 P&T ZOOM M/C LED CAMERA

- 1 Solid State Color Sewer TV Camera
- 1 Pan & Rotate Camera Head, 120:1 Optical/Digital Zoom
- 1 NTSC Color Standard with 4x Light Integration
- 1 4 X 5W Cluster LEDs for 6" through 72" lines
- 1 Camera Transportation and Storage Case

1 BUILT-IN SONDE FOR MAINLINE CAMERA TO INCLUDE:

- 1 Built In Transmitter, 512 Hz

1 BRASS COMP STEERABLE CAM TRANS, WHEELED -60V

- 1 Steerable Unit Designed to Turn 360 Degrees Within Its Own Radius
- 1 Set of Driven Rubber Wheels to Inspect 6" Pipe
- 1 Two (2) Speed Transmission to Maximize Torque in Large Diameter Pipe with:
 - 1 Manual Shifter on Camera Carrier
- 1 Unit Shall Have Forward, Free Wheel, and Power Reverse Capabilities
- 1 All Six (6) Wheel Drive Transporter Assembly to Include:
 - 1 Motor & Enclosed Drive Train
- 1 Tip Up Rear Connector

1 8" RUBBER WHEEL KIT FOR COMPACT TRANSPORTER

1 10-15" RUBBER WHEEL KIT FOR COMPACT TRANSPORTER

1 6"-15" PIPE SPACER KIT

1 ELECTRIC CAMERA LIFT

1 12"-15" PNEUMATIC TIRE KIT FOR COMPACT TRANSPORTER

1 QUICK CABLE LOCK PIGTAIL COUPLER KIT

1 1200' CABLE ASSEMBLY, M/C 12PIN METAL

- 1 1200' Gold Multi Conductor Kevlar Fiber Armored Combination TV Transmission / Tow Cable
- 1 .450 Diameter
- 1 Metal Splice Chamber with Pigtail
- 1 Cable Strain Relief

1 TV REEL ASSEMBLY, MECHANICAL FOOTAGE FOR SUMMIT .450 CABLE

- 1 Black Thermoplastic Powder Coated Frame (not available with BRAKE option)
- 1 Power Levelwind & Multi Ratio Manual Transmission
- 1 Footage Meter with Local Counter and Remote Electronic Counter
- 1 Transmission Control at Viewing Station
- 1 Local Reel Mount Electrical and Mechanical Control
- 1 Sealed Continuous Contact Collector Assembly
- 1 Removable Drip Pan for Cleaning (not available with BRAKE option)

1 AUTOMATIC PAYOUT SYSTEM FOR REEL - INSTALLED

1 PCU ASSEMBLY [RACK MOUNT]

1 CCU ASSEMBLY [RACK MOUNT]

- 1 Alpha Numeric Information Display, with Multi Paging and Defect Coding
- 1 Remote "QWERTY" Keyboard
- 1 On Screen Footage Display

1 WIRELESS CONTROLLER

- 1 Joystick Control for Pan and Tilt Zoom Camera to Include:
 - 1 360 Degree Rotate
 - 1 330 Degree Optical Pan
- 1 Joystick Control for All Steering Functions & Forward / Reverse Directions for Transporter
- 1 Camera Lift Control for Optional Electronic Camera Lift
- 1 All Other Controls for Camera to Include:
 - 1 Camera Iris and Focus Override & Zoom
 - 1 Camera Lights & Shutter Control for Light Enhancement
 - 1 Camera Diagnostics & Auto Home
- 1 Cruise Control to Set Speed of the Transporter for Hands Off Operation
- 1 All Reel Controls to Include: Retrieve, Release, and Variable Speed [Excluding Dolly Systems]

1 WIRED USB CONTROLLER

- 1 Joystick Control for Pan and Tilt Zoom Camera to Include:
 - 1 360 Degree Rotate
 - 1 330 Degree Optical Pan
- 1 Joystick Control for All Steering Functions & Forward / Reverse Directions for Transporter
- 1 Camera Lift Control for Optional Electronic Camera Lift
- 1 All Other Controls for Camera to Include:
 - 1 Camera Iris and Focus Override & Zoom
 - 1 Camera Lights & Shutter Control for Light Enhancement
 - 1 Camera Diagnostics & Auto Home
- 1 Cruise Control to Set Speed of the Transporter for Hands Off Operation
- 1 All Reel Controls to Include: Retrieve, Release, and Variable Speed [Excluding Dolly Systems]

1 8.7" MINI KEYBOARD

- 1 SHORTING PLUG**
- 1 TEST CABLE**
- 2 22" (MINIMUM) FLATSCREEN COLOR INDUSTRIAL TV MONITOR NTSC / PAL COLOR STANDARDS**
- 2 MOUNTING HARDWARE FOR MONITOR to include Bracket(s), and / or Mount(s), and Miscellaneous hardware required to secure monitor for optimal safety and viewing.**
- 1 CUSTOMER SUPPLIED POSM SOFTWARE, COMPUTER, KEYBOARD AND PRINTER**
- 1 ALL NECESSARY CABLING AND COMPONENTS TO COMPLETE THE INTERFACE BETWEEN THE DATA ACQUISITION SYSTEM, PERIPHERALS, AND THE VIDEO INSPECTION EQUIPMENT**
- 1 KIT, UPS, BELOW MOUNT TO INCLUDE THE FOLLOWING:**
 - 1 Input 120-Volt / Output 120-Volt
 - 1 Cord Management Straps
- 1 KIT, DOWNHOLE, STD**
 - 1 Toproller Assembly, Manhole, TV Only, AI
 - 1 Claw Hook, Manhole Adapter, f/WT319
 - 1 Hook Assembly, Retrieval (SNGL, SHTY/LMP/PR)
 - 6 Pole Assembly, Retrieval / Downhole tl,58"
 - 1 Roller Assembly, Invert f/ WT319
- 1 MULTI CONDUCTOR TV ONLY TOOL KIT**
 - 1 Milliampmeter Tool
 - 1 Electrical Tape
 - 1 Needle Nose Pliers
 - 1 Six-In-One Screwdriver
 - 1 6" Adjustable Wrench
 - 1 Anti Seize Grease
 - 1 9-Piece Allen Wrench kit
 - 1 Solder Iron Kit
 - 1 Pliers
 - 1 5/32 T-Handle Hex Wrench
- 1 FIELD TRAINING FOR ID SYSTEM, 2 DAYS**
- 1 TRUCK DELIVERY-IDAHO**

CUES STANDARD TERMS AND CONDITIONS OF SALE

ACCEPTANCE AND GOVERNING PROVISIONS. No orders shall be binding upon CUES, INC. ("Seller") until accepted in writing by an authorized representative of Seller at its headquarters office or factory. SELLER'S ACCEPTANCE OF BUYER'S ORDER IS CONDITIONED UPON BUYER'S ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH HEREIN (THE "TERMS") AND BUYER'S AGREEMENT TO BE BOUND BY AND COMPLY WITH THE TERMS. THESE TERMS, THE TERMS ON THE FACE OF THIS DOCUMENT, AND ALL REFERENCED ATTACHMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN BUYER AND SELLER, AND NO AMENDMENT OR MODIFICATION SHALL BE BINDING ON SELLER UNLESS SIGNED BY AN OFFICER OF SELLER. THE FAILURE OF SELLER TO OBJECT TO PROVISIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF BUYER SHALL NOT BE CONSTRUED AS A WAIVER BY SELLER OF THE TERMS OR AN ACCEPTANCE OF ANY SUCH PROVISIONS. ANY CONFLICTING OR ADDITIONAL TERMS OR CONDITIONS SET FORTH BY BUYER IN A PURCHASE ORDER OR OTHER DOCUMENT ARE NOT BINDING UPON SELLER, AND SELLER HEREBY EXPRESSLY OBJECTS THERETO.

LIMITED WARRANTY. Seller warrants that all parts, components, and equipment manufactured by Seller shall be free from defects in material and workmanship under normal use and service for which it was intended for a period of twelve (12) months from the date of shipment of materials by Seller to the Buyer. Seller's obligation under this warranty is limited. Seller, at its option, may replace or repair any defective materials returned freight prepaid, to the Seller's designated service facility. For all warranty claims, the materials must be returned in accordance with Seller's Material Return Policy or as otherwise directed by the Seller. Buyer must notify Seller of a breach of warranty not later than the last day of the warranty period; otherwise, such claims shall be deemed waived. Major items of equipment, such as vehicles, generators, etc., furnished, but not manufactured by Seller, will be covered only under the warranty of the third party manufacturer of such equipment. Expendable parts, such as light bulbs, fuses, connectors, etc., are excluded from this warranty. Seller does not warrant the materials to meet the requirements of the safety codes of any federal, state, municipal or other governmental or administrative jurisdiction. Buyer assumes all risk and liability whatsoever resulting from the use of its products, whether used singly or in combination with other products, machines or equipment. This Warranty shall not apply to any materials, or parts thereof, which have; (a) been repaired or altered by anyone other than Seller without Seller's written consent; (b) been subject to misuse, abuse, negligence, accident, or damage; (c) not been installed or operated in accordance with Seller's printed instructions, or; (d) been operated under conditions exceeding or more severe than those set forth in the specifications of design tolerance of the equipment. THIS WARRANTY AND THE OBLIGATION AND LIABILITIES OF CUES HEREUNDER ARE EXCLUSIVE AND IN LIEU OF (AND PURCHASER HEREBY WAIVES) ALL OTHER WARRANTIES, GUARANTEES, REPRESENTATIONS, OBLIGATIONS, OR LIABILITIES, EXPRESSED OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDLESS WHETHER OR NOT OCCASIONED BY SELLER'S NEGLIGENCE. SELLER SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE RESULTING, DIRECTLY OR INDIRECTLY, FROM THE USE OR LOSS OF USE OF THE MATERIALS, OR FOR SPECIAL, INDIRECT,

OR CONSEQUENTIAL DAMAGES, ECONOMIC LOSSES, LOSS OF PROFITS, LOSS OF BUSINESS, OR LOSS OF BUSINESS OPPORTUNITY. Without limiting the generality of the foregoing, this exclusion from liability includes Buyer's expenses for downtime or for making up downtime, damages to property, and injury to or death of any persons. Seller neither assumes nor authorizes any person (including employees, agents, or representatives of Seller) to assume for it any other liability, guarantee, or warranty in connection with the sale or use of the materials, and no oral agreements, warranties, or understandings exist collateral to or affecting this warranty. This warranty shall not be extended, altered, modified, or waived except by a written instrument signed by Seller.

PATENTS AND TRADEMARKS. (a) If notified promptly by Buyer in writing and provided with authority, information, and assistance, Seller shall defend or may at any time settle, at Seller's option, any suit or proceeding alleging that any goods designed and sold by Buyer pursuant to Seller's proposal infringe any United States patent or trademark. Seller shall pay any damages awarded in such suit or proceeding up to the amount of the depreciated purchase price of the goods. In the event any goods are held to constitute such infringement and the use of the goods is enjoined, Seller shall, at its option and expense: (i) procure for Buyer the right to continue using the goods; (ii) replace the goods with non-infringing goods; (iii) modify the goods so that they become non-infringing; or (iv) remove the goods and return the depreciated purchase price. **THE FOREGOING CONSTITUTES THE ENTIRE LIABILITY OF SELLER AND SOLE AND EXCLUSIVE REMEDY OF BUYER FOR PATENT OR TRADEMARK INFRINGEMENT RELATED TO THE GOODS.** (b) **NOTWITHSTANDING THE FOREGOING, SECTION (a) ABOVE SHALL NOT APPLY TO ANY SUIT OR PROCEEDING ALLEGING INFRINGEMENT RESULTING FROM OR RELATED TO SELLER'S COMPLIANCE WITH THE SPECIFICATIONS OR DESIGN OF BUYER OR THE USE OF GOODS OF SELLER IN COMBINATION WITH OTHER GOODS OR MATERIALS.** Buyer shall defend and pay any damages awarded in such suit or proceeding.

DELIVERY AND DELAY. (a) Unless otherwise agreed to in a writing signed by Seller: (i) goods shall be delivered Ex Works Seller's premises (Incoterms 2010), with availability of goods to the carrier constituting delivery to Buyer; (ii) title to the goods and risk of damage or loss shall pass to Buyer upon loading of goods on the initial carrier at Seller's premises; (iii) transportation costs shall be paid by Buyer; and (iv) Buyer shall have sole responsibility for filing any claims with any carrier for delay, loss or damage. (b) Dates of delivery or other performance are estimates and are based on timely receipt from Buyer of accurate and complete approved drawings and technical data. Seller shall not be liable for any delay beyond its reasonable control or caused by accident, bad weather, embargo, act of Buyer or third parties, labor disputes, national emergency, riots, non-delivery of suppliers, delays of carriers or delivery agents, inability to obtain labor, materials or manufacturing facilities, acts of God, or government restrictions, prohibitions or requirements. In the event of any such delay, Seller's time period for delivery or performance shall be extended accordingly. **REGARDLESS OF THE CAUSE, SELLER SHALL HAVE NO LIABILITY FOR PENALTIES OF ANY NATURE AS A RESULT OF A DELAY.** During any period of shortage due to the stated or similar causes, Seller may prorate its supply of material among its internal demand and its customers in whatever manner it chooses.

LIMITATION OF LIABILITY. (a) EXCEPT TO THE EXTENT SPECIFICALLY PROVIDED UNDER SECTION 3 ABOVE, SELLER SHALL NOT BE LIABLE UNDER ANY THEORY OF RELIEF, INCLUDING, WITHOUT LIMITATION, BREACH OF WARRANTY, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OF OTHERWISE, ARISING OUT OF OR RELATED TO AN ORDER OR SELLER'S ACTS OR OMISSIONS, FOR: (i) INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, DAMAGE TO PROPERTY, OR LOSS OF USE; OR (ii) ANY DAMAGE OR LOSS IN EXCESS OF THE PURCHASE PRICE ACTUALLY PAID BY BUYER. (b) Any action by Buyer must be commenced within one year after the cause of action has accrued.

CHANGES, SUBSTITUTIONS, AND CANCELLATION. (a) Any material changes requested by Buyer are not effective unless accepted in writing by an authorized representative of Seller from Seller's corporate offices. Any changes accepted by Seller which affect the specifications or scope of work of an order shall be reflected in an updated purchase order and entitle Seller, as appropriate, to an adjustment to the price, delivery schedule, or other terms affected by such change. (b) Seller may furnish suitable substitutes for materials unobtainable due to regulations of governmental authorities or unavailability of materials from suppliers. Details of design and construction in any proposal are approximate and subject to revision by Seller. If changes in performance of services or in materials, design, layout or arrangement of goods are desired or required by conditions of which Seller was unaware or which were unforeseen by Seller, the price is subject to revision. (c) Buyer may cancel an order only with the written consent of Seller and upon payment of cancellation charges. In the event Seller accepts such cancellation for all or any part of the goods or services, Buyer shall be liable for the higher of: (i) 25% of the purchase price; or (ii) any loss incurred by Seller, including, without limitation, costs of engineering, reconditioning, labor, materials, overhead and profit margin.

APPROVALS, INSPECTION AND ACCEPTANCE. (a) Buyer's approval, or failure to disapprove, of drawings submitted hereunder constitutes Buyer's acceptance of equipment design, specifications and other data contained therein. (b) Inspection of goods at our plant by Buyer, or Buyer's representatives, will be permitted insofar as such inspection does not interfere with Seller's production and provided that complete written details of such inspection are submitted to Seller ten (10) days in advance. (c) The goods and services shall be deemed accepted, and any claim of Buyer against Seller with respect to an order shall be waived and not enforceable, unless: (i) Buyer has promptly inspected the goods and services, and written notice from Buyer of any defect has been received by Seller within forty-eight (48) hours of rejection of any equipment inspected at Seller's factory or, if no factory inspection has taken place, within thirty (30) days following any delivery of goods or performance of services; and (ii) Seller has been given by Buyer reasonable advance notice and authorization to attend any tests designed to demonstrate that goods or services are defective, and the test conditions are mutually agreed to by Buyer and Seller. (d) Goods may not be returned without obtaining written authorization and shipping instructions from an authorized representative of Seller.

PRICES, PAYMENT, AND CREDIT. (a) Unless other terms have been expressly stated by Seller in writing, Seller's prices: (i) are Ex-Works Seller's Premises (Incoterms 2010); (ii) do not include any domestic sales, use, excise, or similar taxes under existing or future laws (with Buyer to be

charged for same, unless Buyer has provided Seller with an appropriate tax exemption certificate); (iii) are valid for sales for 45 days from the proposal date; and (iv) do not include costs for installation of goods. All quoted prices are in U.S. Dollars and are subject to correction for clerical errors. (b) Unless otherwise agreed in writing and subject to credit approval, payment terms shall be net 30 days from the date of shipment. (c) Pro-rata payments shall become due with partial shipments of goods or partial delivery of services. Seller shall charge 1 1/2% per month (or such lower percentage as required by applicable law) of the unpaid invoice balance, commencing 30 days following the shipment date. Any delay in delivery or performance of an installment shall not relieve Buyer of its obligation to accept and make payment for remaining installments. If Buyer is notified by Seller that the goods are ready for shipment and there is an unreasonable delay in shipment for reasons beyond Seller's control (including Buyer's failure to provide shipping instructions), the date of completion shall be treated as the date of shipment for payment purposes, and completed goods shall be held at Buyer's risk of loss or damage, with Buyer paying all storage and insurance expenses. (d) Seller may, at its option, decline to deliver goods or provide services, except for cash, or stop goods in transit whenever, for any reason, Seller doubts Buyer's financial responsibility.

GOODS FOR EXPORT. If the ultimate destination of the goods is outside of the United States, Buyer shall designate such country on its purchase order. In the event that Buyer purchases goods for export without so notifying Seller, Buyer shall have sole liability and shall defend and indemnify Seller for any loss or damage (including without limitation, claims of governmental authorities) arising from the export from the United States or import into another country of such goods, including, without limitation, those related to packaging, labeling, marking, warranty, contents, use, or documentation of the goods. Seller shall have sole responsibility for obtaining any required export licenses. Buyer shall neither take, nor solicit Seller to take, any action which would violate any anti-boycott, anti-corruption, or any export or import statutes or regulations of the United States or other governmental authorities and shall defend and indemnify Seller for any loss or damage arising out of or related to such action.

PROPRIETARY INFORMATION. Seller retains title to all engineering and production prints, drawings, technical data, and other information and documents that relate to the goods and services sold to Buyer. Unless advised by Seller in writing to the contrary, all such information and documents disclosed or delivered by Seller to Buyer are to be deemed proprietary to Seller and shall be used by Buyer solely for the purpose of inspection, installation, and maintenance and not used by Buyer for any other purpose.

REV. 01/01/21

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

DATE: November 13, 2023
FROM: Tom Greif- Fire Chief
SUBJECT: Amendment to CBA- Article 8 Staffing

DECISION POINT: Should the City Council approve the proposed amendment to Article 8 - Staffing within the Collective Bargaining Agreement between the City of Coeur d'Alene and Local 710?

HISTORY: In March of this year, the Coeur d'Alene Fire Department placed its 3rd Advanced Life Support ambulance into service at Station 4. The original staffing language in Article 8 of the current CBA did not allow for the schedule to be changed more than one time. With the current fire department schedule known as the "48-96," we have a need to alternate the days of the week that this ambulance will be in service. The current funding only allows us to staff this resource for 96 hours a week and specifically Tuesday through Friday, equivalent to (4) twenty-four hours shifts.

FINANCIAL ANALYSIS: This proposed amendment and change to the ambulance schedule will have no financial impact to the fire department or city.

PERFORMANCE ANALYSIS: This proposed schedule change will allow us to alternate the staffing days for Medic 34. Beginning on Tuesday, November 28th, the schedule will alternate from a Tuesday through Friday schedule followed by a Monday through Thursday schedule, and alternate each week following our specific shift schedules. This proposed language change is agreed upon by Local 710 and the fire department administration.

DECISION POINT/RECOMMENDATION: Council should approve the proposed contract amendment to Article 8 - Staffing.

ARTICLE 8 STAFFING

SECTION 1. It is agreed that the intent of this article is to have a minimum staffing level of seventeen (17) firefighters (ranks Firefighter through Battalion Chief) on duty and available for initial response. There shall be at least one Idaho State-licensed Paramedic per ambulance.

Starting at 0800 on Tuesday November 28th 2023 to 0800 on Saturday (4 consecutive 24hr shifts) minimum staffing shall be nineteen (19) firefighters (ranks Firefighter through Battalion Chief). The following week starting at 0800 on Monday to 0800 on Friday minimum staffing shall be nineteen (19) firefighters (ranks Firefighter through Battalion Chief). This will continue to alternate every week for the duration of the agreement.

(The intent of this language is to prevent personnel from having to switch assignments mid shift)

~~A. Starting at From 0800 Tuesday and ending at 0800 on Saturday (4 consecutive 24hr shifts) minimum staffing will increase to shall be nineteen (19) firefighters (ranks Firefighter through Battalion Chief).~~

~~B. The Fire Chief can unilaterally change Section 1 subsection A to a 0800 Monday through 0800 Friday (4 consecutive 24hr shifts) deployment should the need arise. This Any change can only be made once during the duration of this a Agreement. Prior to implementing this change, The Fire Chief will need to provide the Union and City Administration two (2) weeks' written notice, with the date of change and reasoning for the change.~~

SECTION 2. It is the intent that all stations will be staffed with a minimum of one fire apparatus. It is the intent that all fire apparatus should be staffed with a minimum of three firefighters, consisting of one Captain or acting Captain, one engineer or acting engineer, and one firefighter.

It is the intent that all ambulances should be staffed with a minimum of two firefighters each, one of whom shall be an Idaho State licensed Paramedic.

It is the intent that a Battalion Chief vehicle will be staffed with a minimum of one Battalion Chief or Acting Battalion Chief.

Anytime a fire apparatus leaves the CITY for mutual aid or the staffing falls below three (3), the Battalion Chief or Acting Battalion Chief, Deputy Chiefs, or Fire Chief will authorize off-duty personnel to be called back for extra duty.

The purpose of this article is to provide sufficient on-duty staffing to provide for safe and efficient fire suppression operations. Nothing in this article or Agreement shall limit the CITY's right to layoff for lack of funds.

SECTION 3. The purpose of this Section is to allow on-duty personnel the opportunity to attend the following functions outside the CITY limits:

1. School/classes
2. Conferences/Seminars
3. Meetings/Miscellaneous functions, approved by the Fire Chief or Deputy Fire Chief in the Chief's absence.

In order to ensure a quick response to emergency incidents within the CITY, the above functions shall be approved only if they fall within the following boundaries:

- N- North to Wyoming Avenue
- S- South to the North Base of Mica Grade.
- E- East to the National Forest line/Southeast to the Mullan Trail I-90 Exit.
- W- West to Highway 41.

Note: In addition to the above set boundaries, the use of Dalton City Hall, located at 4th Street and Hanley Avenue, shall be available for an entire duty crew to attend the previously mentioned functions.

Prior to attending a function on-duty that falls outside the city limits, those personnel wishing to attend said function shall obtain the approval of their Battalion Chief or Acting Battalion Chief, Deputy Chief, or Fire Chief. No more than one station, regardless of the staffing levels, will be allowed to attend functions on any given day. The shift Battalion Chief, Deputy Chief, or Fire Chief, however, may allow that number to increase if they feel confident their area of responsibility is sufficiently covered. The Battalion Chief shall have the ability to cancel or recall on-duty personnel from attending a function if it is felt that attendance at said function will greatly delay the response back to the city limits as the result of weather conditions, an increase in emergency activity, or other circumstances.

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

DATE: NOVEMBER 13, 2023
FROM: RENATA MCLEOD, MUNICIPAL SERVICES DIRECTOR/CITY CLERK
SUBJECT: APPROVAL OF A MEMORANDUM OF UNDERSTANDING WITH THE DOWNTOWN ASSOCIATION (DTA)

DECISION POINT: Should City Council approve the proposed Memorandum of Understanding with the Downtown Association (DTA) for the Christmas Parade and the associated Lighting Ceremony and Fireworks display to be held November 24, 2023?

HISTORY: At the July 19, 2022, Council meeting, Council requested staff to begin looking at the option of entering into agreements for some of the large special events held in the City. Agreements allow the City to negotiate with the sponsor to take on additional responsibilities, such as providing volunteers to man non-emergency intersections, placement of no-parking signs, use of certified flaggers, and payment in addition to the general fees. The Christmas Parade, Lighting Ceremony, and Fireworks display Event has the same route and venue as in years past. Additionally, the MOU clarifies roles and responsibilities so there are no questions or conflicts on the day of the Events.

The Streets and Engineering Department has created the traffic safety plan for the parade event, which will remain the plan in the future with only minor changes. This plan satisfies the requirements of the Manual on Uniform Traffic Control Devices (MUTCD). Staff envisions one future master agreement for all Special Events that are sponsored by the DTA, the Chamber of Commerce, and other sponsors, after working through each event in 2023 and creating the traffic control plans for each event.

FINANCIAL ANALYSIS: The fee included under the Memorandum is \$750.00, with a \$1,000.00 security deposit. This fee and deposit were set in the fee resolution approved by Council. There are some legal restrictions regarding covering the costs of any events, including that the fee must be reasonably related to actual costs and cannot be higher than actual costs for the event. When there is a controversial political message which might offend spectators, it is unconstitutional to add to the fees in anticipation of first amendment activity. Further, any fee that is based on the content of the message violates the First Amendment. While there are additional costs to City departments with the Christmas Parade and related events on November 24, the DTA has additional expenses as well. The DTA provided a cost breakdown as follows: \$10,420.00 in expenses for this event, with estimates volunteer hours to have a value of \$1,667.00, totaling an estimated cost of \$12,087.00. At the time of this staff report, traffic control contractor costs have not been finalized, but they will increase the cost to DTA. The Hagadone Hospitality Co. will provide a complementary Fireworks display and has agreed to provide staffing for the intersection at 1st and Sherman to manage traffic in and out of the Resort. The

MOU outlines the responsibilities of the City and DTA, in order to level the amount of staff time needed for these types of community events.

Below are City costs associated with the 2022 event. Since staff hours are not specifically tracked with an event code, we are using the daily overtime cost to estimate the cost of last year's event, which was approximately \$11,245.00.

	All Wages	OT Wages
	& Benefits	& Benefits
Fire	\$21,718.39	\$ 2,196.79
Police	39,535.75	6,263.76
Streets	9,981.09	1,963.68
Parks	5,021.79	820.76
	\$76,257.02	\$11,245.00

DECISION POINT/RECOMMENDATION: Council should approval the proposed Memorandum of Understanding with the Downtown Association for the Christmas Parade and related events to be held on November 24, 2023.

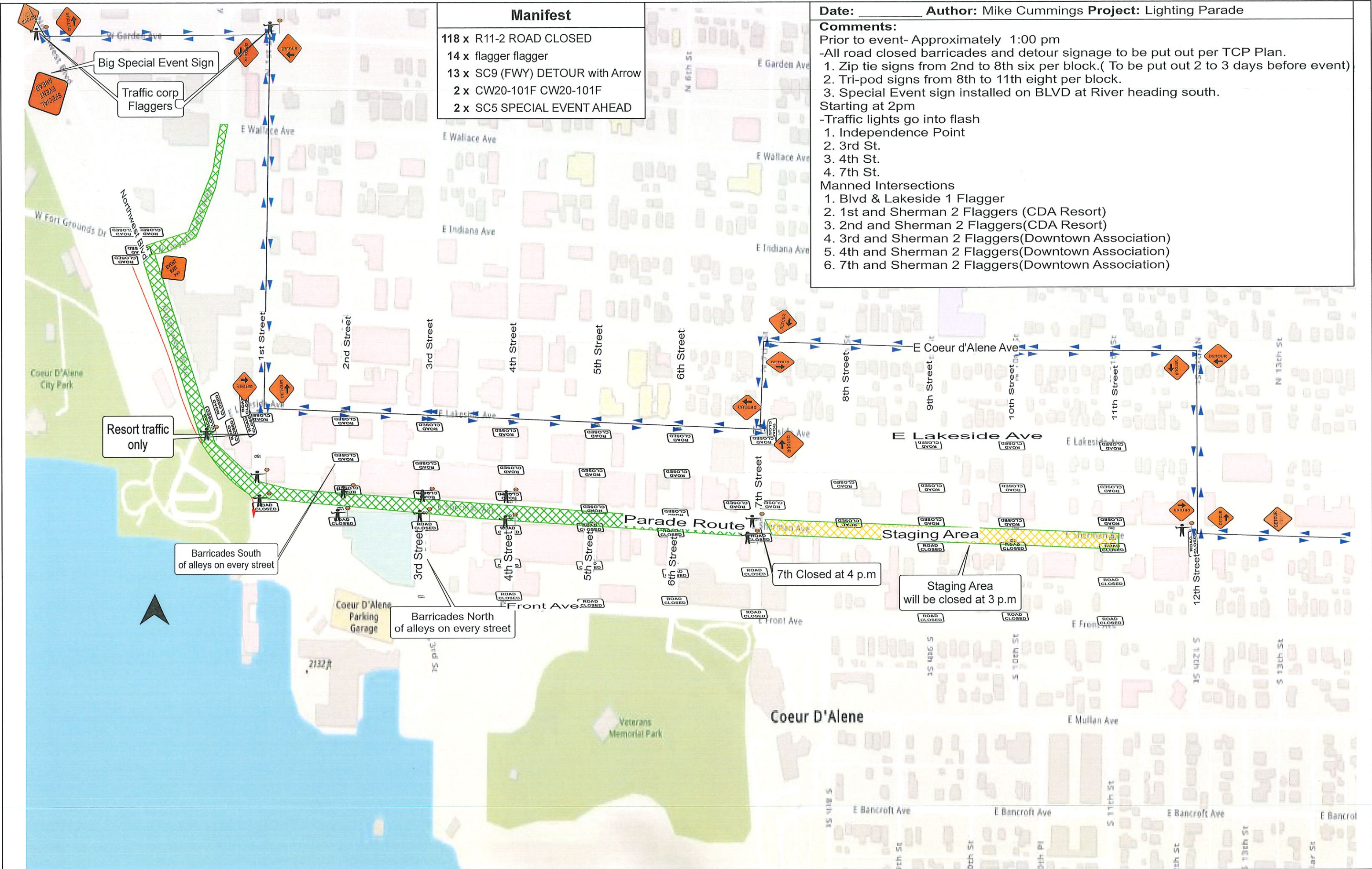
Manifest

- 118 x R11-2 ROAD CLOSED
- 14 x flagger flagger
- 13 x SC9 (FWY) DETOUR with Arrow
- 2 x CW20-101F CW20-101F
- 2 x SC5 SPECIAL EVENT AHEAD

Date: _____ Author: Mike Cummings Project: Lighting Parade

Comments:

- Prior to event- Approximately 1:00 pm
- All road closed barricades and detour signage to be put out per TCP Plan.
 - 1. Zip tie signs from 2nd to 8th six per block.(To be put out 2 to 3 days before event)
 - 2. Tri-pod signs from 8th to 11th eight per block.
 - 3. Special Event sign installed on BLVD at River heading south.
- Starting at 2pm
- Traffic lights go into flash
 - 1. Independence Point
 - 2. 3rd St.
 - 3. 4th St.
 - 4. 7th St.
- Manned Intersections
- 1. Blvd & Lakeside 1 Flagger
 - 2. 1st and Sherman 2 Flaggers (CDA Resort)
 - 3. 2nd and Sherman 2 Flaggers(CDA Resort)
 - 4. 3rd and Sherman 2 Flaggers(Downtown Association)
 - 5. 4th and Sherman 2 Flaggers(Downtown Association)
 - 6. 7th and Sherman 2 Flaggers(Downtown Association)



**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF COEUR D’ALENE AND
THE COEUR D’ALENE DOWNTOWN ASSOCIATION, INC.,
FOR
THE CHRISTMAS PARADE, LIGHTING CEREMONY AND FIREWORKS DISPLAY**

I. PURPOSE:

This Memorandum of Understanding (MOU) is entered into between the City of Coeur d’Alene (“CDA”) and the Coeur d’Alene Downtown Association, Inc., (“DTA”), and is intended to document the parties’ understanding of, and agreement to cooperate on, the Christmas Parade, Lighting Ceremony, and Fireworks Display (“Event”).

II. RECITALS:

WHEREAS, CDA is a municipal corporation organized and existing under the laws of the State of Idaho; and

WHEREAS, DTA is a non-profit corporation organized and existing under the laws of the State of Idaho; and

WHEREAS, DTA annually sponsors a parade in downtown Coeur d’Alene on E. Sherman Avenue on the day after Thanksgiving (the “Parade”); and

WHEREAS, CDA and DTA recognize the need for and efficiency of a Memorandum of Understanding (“MOU”) in establishing each party’s expectations, as well as the roles and responsibilities of each party, for the Event; and

WHEREAS, it is the mutual desire of CDA and DTA to memorialize their understanding and agreement with respect to their cooperation on the Event; and

WHEREAS, this MOU creates a mutually beneficial solution for the parties involved.

NOW, THEREFORE, it is hereby agreed as follows:

III. AGREEMENT:

A. DTA hereby agrees:

1. To sponsor, organize, and manage the Parade on Friday, November 24, 2023, on E. Sherman Avenue in Coeur d’Alene, Idaho;

2. To pay CDA a fee of seven hundred fifty and no/100 dollars (\$750.00) and a refundable damage deposit of one thousand and no/100 dollars (\$1,000.00). This fee and deposit have been paid;
3. To be solely responsible for the organization and operation of the Parade, except as set out in paragraph III(B) of this MOU;
4. To meet with CDA at least fourteen (14) days prior to the date of the Parade to discuss the traffic control plan;
5. To provide two (2) qualified adults (“Monitors”) to monitor and oversee the traffic control devices used for the Parade at each intersection on E. Sherman Avenue needed for emergency services, as identified in the traffic control plan; and to provide one (1) qualified adult to monitor and oversee the traffic barricades at all other intersection on E. Sherman Avenue along the parade route and assembly area. A qualified adult is a responsible person over the age of eighteen (18) who has received adequate instruction/training from DTA regarding the proper methods of traffic control for parades;
6. To supervise the Monitors in a reasonable and professional manner, and to provide and require said Monitors to wear a safety vest at all time when on duty, and to carry identification showing that they are authorized to control the traffic control devices on behalf of DTA;
7. That the Monitors are not employees, volunteers, or agents of CDA, but act entirely under the authority and responsibility of DTA;
8. That no more than three (3) days or less than two (2) days prior to the date of the Parade, DTA will place “No Parking” signs, approved and supplied by CDA, along the Parade route. DTA is responsible for inserting the appropriate information on the “No Parking” signs, and removing the information and returning the signs to CDA following the parade. DTA shall work with the Coeur d’Alene Police Department to coordinate towing of vehicles parked in violation of the signs;
9. To assure that the traffic barricades supplied by CDA remain in their proper positions, in accordance with the traffic control plan to ensure that traffic from side streets does not enter the Parade route until the Parade is completed;
10. To provide seven (7) portable toilets for participants and spectators, placed at convenient locations. All portable toilets shall be equipped with, or shall be accompanied by, an approved hand washing/hand sanitizing station. Portable toilets shall be located so as to not obstruct existing structures, utilities, doorways, or pedestrian travel paths, and in such a manner as to not be potentially impacted by site conditions. All portable toilets shall be monitored and serviced by a person, firm or corporation engaged in the business of cleaning or emptying

portable toilets and recharged at a sufficient frequency to prevent the escape of offensive odors or spillage. It is DTA's responsibility to ensure that portable toilets are not used in a dangerous or inappropriate manner, and shall be secured during periods of inactivity. At least two (2) of the portable toilets shall be ADA compliant.

11. That the Parade route shall be on E. Sherman Avenue from 8th Street to the intersection of Northwest Boulevard and Government Way, with an assembly area on Sherman Avenue from 8th Street to 11th Street. DTA will inform Parade participants to exit at the end of the Parade from Northwest Boulevard onto N. Government Way, and DTA shall station personnel at that intersection to assure compliance;
12. That DTA may begin staging for the Parade no earlier than 3:30 p.m., on Friday, November 24, 2023;
13. That the Parade shall start at 5:00 p.m., and be completed by 6:00 p.m., on Friday, November 24, 2023;
14. To hire a maximum of twenty (20) certified flaggers to assist with traffic control for traffic exiting the downtown area after the Ceremony. DTA will provide up to six (6) DTA employee/volunteer flaggers in addition to the 20 contractor flaggers.
15. DTA will begin cleaning the Parade route and removing any DTA property that was placed for the Parade at 8:00 p.m. on November 24, 2023. Clean-up shall be completed no later than 10:00 a.m. on Saturday, November 25, 2023; and
16. That it will participate in a debriefing session with CDA within one (1) week of the conclusion of the Parade, or such other time as agreed by CDA.
17. That DTA, including its agents, employees, licensees, and all parade participants, shall be allowed to distribute candy during the Parade in accordance with the following rules:
 - a. Candy distribution should be done in a safe and responsible manner at all times and, specifically, candy shall be handed out and not thrown.
 - b. Only authorized individuals or groups, such as parade volunteers or event organizers, should be designated as official candy distributors. Unauthorized individuals, including participants or spectators, should not distribute candy during the parade.
 - c. Candy Choices: Candy should be individually wrapped and in its original packaging.

- d. Candy should be appropriate for all ages, taking into consideration potential choking hazards for young children.
 - e. DTA is responsible for cleaning up any candy wrappers or debris left behind during the parade. It is important to leave the parade route clean and free of litter.
 - f. DTA is responsible for enforcing these rules for the distribution of candy during the Parade.
- 18. DTA will ensure that the Fireworks display by the Hagadone Hospitality Co. (“HHC”) shall begin no earlier than 6:00 p.m., on Friday, November 24, 2023, and be completed by 8:00 p.m., at which time DTA will begin cleaning any public property impacted by the Ceremony. Clean-up shall be completed no later than 10:00 a.m. on Saturday, November 25, 2023;
 - 19. DTA will ensure that HHC will provide one (1) qualified adult (“Monitor”) to monitor and oversee the traffic barricades erected for the Lighting Ceremony and Fireworks display, as indicated in the City’s traffic control plan. A qualified adult is a responsible person over the age of eighteen (18) who has received adequate instruction/training regarding the proper methods of traffic control for parades;
 - 20. That the Monitors are not employees, volunteers, or agents of CDA, but act entirely under the authority and responsibility of DTA;
 - 21. To assure that all traffic barricades supplied by CDA for the Ceremony remain in their proper positions, in accordance with the traffic control plan until the Ceremony is completed;
 - 22. That it will participate in a debriefing session with CDA within one (1) week of the conclusion of the Event, or such other time as agreed by CDA;

C. CDA hereby agrees:

- 1. To prepare a traffic control plan for the Parade and complete it at least fourteen (14) days prior to the date of the Parade. Among the elements of the plan shall be closure of E. Sherman Avenue from 11th Street to the intersection of Northwest Boulevard and Government Way, and a hard closure at 2nd Street and E. Sherman Avenue thirty (30) minutes prior to the start of the Parade;
- 2. To meet with DTA at least fourteen (14) days prior to the date of the Parade to discuss the traffic control plan;
- 3. To make “No Parking” signs sufficient to comply with the traffic control plan available to DTA for pickup by Monday, November 20, 2023;

4. That the Coeur d'Alene Police Department shall coordinate towing of vehicles parked in violation of the "No Parking" signs with DTA;
5. To provide and set up traffic barricades needed to comply with the traffic control plan. Set up shall begin, and E. Sherman Avenue will be closed along the Parade route and assembly area, beginning at 3:00 p.m. on November 24, 2023; and
6. To remove the traffic barricades in the staging area after Parade participants have cleared that area, and the remaining traffic barricades following the conclusion of the Ceremony.

D. It is further agreed by all parties:

1. That lines of communication shall be kept open in order to discuss any concerns arising from the terms of this MOU and to reach mutually agreeable solutions in a timely manner.
2. That this MOU may be modified only by mutual written agreement.
3. Each party shall be liable for any and all claims, damages or suits arising from the acts, omissions or negligence of its officers, agents and employees.

Dated this _____ day of November, 2023.

CITY OF COEUR D'ALENE

ATTEST:

By _____
James Hammond, Mayor

Renata McLeod, City Clerk

COEUR D'ALENE DOWNTOWN ASSOCIATION

By _____
Emily C. Boyd, Executive Director

**CITY COUNCIL
STAFF REPORT**

DATE: NOVEMBER 13, 2023
FROM: CHRIS BOSLEY – CITY ENGINEER
SUBJECT: APPROVAL OF A CONTRACT WITH HMH ENGINEERING AND IDEQ PLANNING AND OSG GRANT APPLICATION

DECISION POINT: Should Council authorize the application for an IDEQ Planning and OSG Grant and approve a Professional Services Agreement with HMH Engineering for the Ponderosa Drainage Project?

HISTORY: The City submitted a Letter of Interest to the Idaho Department of Environmental Quality (IDEQ) in January of 2023 for a Planning and Sewer Overflow and Stormwater (OSG) Grant. In September, the City was notified that our Letter of Intent was accepted and we were invited to formally apply for the OSG grant. In order to even apply for the grant, the City must have a signed agreement for the engineering. The goal of this grant money is to identify and design a solution to eliminate stormwater discharging into the sanitary sewer system on N. Hill Drive near Ponderosa golf course. Because this stormwater system is located in a low spot, is near the City limits, and is not near other stormwater infrastructure, a creative solution must be found. This stormwater connection to sanitary sewer is the last known connection after eliminating two others in the past couple years. If the grant is awarded, HMH Engineers will identify and design a solution that can be cost effectively implemented using Drainage Utility funds. If the grant is not awarded, the agreement will be voided.

FINANCIAL ANALYSIS: The cost for the design is \$47,769.56, which would be funded through the IDEQ grant. A 10% match is required (\$4,776.96), which is budgeted for under Professional Services within the Drainage Utility budget.

PERFORMANCE ANALYSIS: Approval of this agreement will enable HMH to begin analysis and design for construction next summer if the grant is awarded.

DECISION POINT/RECOMMENDATION: City Council should authorize the Streets & Engineering Department to apply for an IDEQ Planning and OSG Grant and approve a Professional Services Agreement with HMH Engineering for the Ponderosa Drainage Project.

PROFESSIONAL SERVICES AGREEMENT
for
PONDEROSA DRAINAGE PROJECT

THIS Professional Services Agreement is made and entered into this 21st day of November, 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**.”

WITNESSETH:

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 remove stormwater connections to sanitary sewer along N Hill Drive, 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. This Agreement is specifically dependent upon the award of an IDEQ Planning and OSG Grant for the **Work**. If the Grant is not awarded to the **CITY**, this Agreement shall be voidable in the sole discretion of the **CITY**.

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 June 1, 2024. 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-seven thousand seven hundred sixty-nine and 56/100 dollars (\$47,769.56), 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. NO PUBLIC FUNDS FOR ABORTION ACT. Pursuant to Idaho Code § 18-8703, the **CONSULTANT** certifies that it is not, and will not for the duration of this Agreement become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the "No Public Funds for Abortion Act," Idaho Code §§ 18-8701 et seq.

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

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

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

HMH, LLC

James Hammond, Mayor

_____, President

ATTEST:

ATTEST:

Renata McLeod, City Clerk

Secretary

EXHIBIT A

11/7/2023

DETAILED SCOPE OF WORK CITY OF COEUR D'ALENE PONDEROSA DRAINAGE IMPROVEMENTS

Project Description

The City of Coeur d'Alene has stormwater facilities connected to the sanitary sewer system along N Hill Drive near the E Hastings Avenue intersection. The City intends to remove stormwater from the sanitary sewer system.

HMH will assist the City by evaluating the existing City stormwater system and providing design for the new stormwater facilities. 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.
2. A geotechnical consultant is not included in this scope.
3. No environmental element is included in the scope.
4. 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.
5. This project will be developed using ISPWC and City standards and details on 11"x17" plan sheets.
6. 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.

EXHIBIT B

Task 2 Survey

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

- The topographic survey will encompass the existing system location along E Hasting Avenue and N Hill Drive. HMH will proposed stormwater improvement locations 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 several rainfall events including:

- 25-year flows, 6-hour duration storm event
- 25-year flows, 24-hour duration storm event
- 100-year flows, 6-hour duration storm event
- 100-year flows, 24-hour duration storm event

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 perform a percolation test depending on the proposed improvements. 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 system improvements 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 four 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.

**CITY COUNCIL
STAFF REPORT**

DATE: November 13, 2023
FROM: Kyle Marine Director
SUBJECT: Award of Contract for Linden Well Pump Rehabilitation Project

DECISION POINT: Should Council accept the bid of and award a contract to Specialty Pump Services, Inc., for rehabilitation of the Linden Well.

HISTORY: The Linden well was originally installed in 1966 to 267' deep. It has a tested production capacity of nearly 2200 gpm. The production well is 20" in diameter and cased or screened to the bottom. The well was put into production and has consistently produced a rate of approximately 2275 gpm. The pump assembly consists of a 350 Hp motor, 12" diameter drop pipes (columns), 1 15/16" diameter shafts, and a 6-stage pump. The pump was last replaced in 2017.

FINANCIAL ANALYSIS: The Water Department has budgeted \$192,240 through the operations and maintenance budget. No additional engineering services are required for this project. One bid was received for the project, in the amount of \$77,825.00, from Specialty Pump Services, Inc. Options were included in the bid packet for potential replacement of the pump columns, stainless steel shafts, and brass spider bearings in the event undue wear is detected. Exercising all options would bring the total bid to \$162,990. While staff anticipates there may be a need to replace at least some of the pump column based on previous history, it is not anticipated to have to replace everything. Therefore, staff is proposing acceptance of the base bid of \$77,825.00 and award of a contract not to exceed the budget amount of \$192,240.00, in case additional replacements are required.

PERFORMANCE ANALYSIS: Staff proposes to have the pump assembly removed, cleaned, and inspected, and to replace any necessary parts. Options were included in the bid should any of the assembly components exhibit undue wear. The stainless-steel shafts will be inspected and straightened as necessary to ensure factory tolerances. Once approved, staff anticipates that the project should be complete within 120 business days, barring any unanticipated problems such as damaged or defective equipment or materials. The well will be inspected through a video to determine if additional cleaning will be required as part of the optional bid. It should be in operation before it is needed in the summer of 2024.

REQUESTED ACTION: City Council should accept the bid of and award a contract for the Linden Well Pump Rehabilitation Project to Specialty Pump Services, Inc., for a sum not to exceed the budget amount of \$192,240.00.

CONTRACT

THIS CONTRACT is made and entered into this 21st day of November, 2023, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as "CITY," and **SPECIALTY PUMP SERVICE, INC**, a corporation duly organized and existing under and by virtue of the laws of the state of Washington, with its principal place of business at 4712 S. Thor, Spokane, Washington, 99212, hereinafter referred to as the "CONTRACTOR."

W I T N E S S E T H:

WHEREAS, the CONTRACTOR has been awarded the contract for the City of Coeur d'Alene Water Department's **LINDEN WELL PUMP REHABILITATION** in Coeur d'Alene, according to plans and specifications on file in the office of the City Clerk of the CITY, which plans and specifications are entitled:

NOW, THEREFORE,

IT IS AGREED that, for and in consideration of the covenants and agreements to be made and performed by the CITY OF COEUR D'ALENE, as hereinafter set forth, the CONTRACTOR shall perform all of the work as set forth in the said plans and specifications described above in said CITY, furnishing all labor and materials therefor according to the plans and specifications and under the penalties expressed in the performance bond bearing even date herewith, and which bond with said plans and specifications are hereby declared and accepted as parts of this Contract. All material shall be of the high standard required by the plans and specifications and approved by the Water Department Director, and all labor performed shall be of first-class workmanship.

The CONTRACTOR shall employ appropriate means to prevent accidents and defend the CITY from all claims for injury to person or property resulting from the CONTRACTOR's actions or omissions in performance of this Contract, and to that end shall maintain insurance of the type and in the amount specified in the Contract Documents, it being the intention that the limits shall be at least those provided by Idaho Code § 6-924. Certificates of insurance providing at least thirty (30) days written notice to the CITY prior to cancellation of the policy shall be filed in the office of the City Clerk.

The CONTRACTOR agrees to maintain Worker's Compensation coverage on all employees, including employees of subcontractors, during the term of this Contract as required by Idaho Code §§ 72-101 through 72-806. Should the CONTRACTOR fail to maintain such insurance during the entire term hereof, the CONTRACTOR shall indemnify the CITY against any loss resulting to the CITY from such failure, either by way of compensation or additional premium liability. The CONTRACTOR shall furnish to the CITY, prior to commencement of the work, such evidence as the CITY may require guaranteeing contributions which will come due under the Employment Security Law including, at the option of the CITY, a surety bond in an amount sufficient to make such payments.

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

The CITY shall pay to the CONTRACTOR for the work, services and materials herein provided to be done and furnished by it, the sum not to exceed Seventy-seven Thousand Eight Hundred Twenty-five and no/100 Dollars (\$77,825.00), as hereinafter provided. Partial payment shall be made on or after the third Tuesday of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%) retainage. Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the CONTRACTOR has obtained

from the Idaho State Tax Commission and submitted to the CITY a release of liability for taxes (Form 10-248-79). The CONTRACTOR agrees that if the Work is deemed deficient and not accepted by the CITY, the CITY may use all or part of the retainage to complete the Work if the CONTRACTOR fails, refuses, or is unable to complete the Work to the satisfaction of the CITY.

The CONTRACTOR shall complete all work and be ready for final acceptance within **ninety (120) calendar days** of the commencement date given in the Notice to Proceed issued by the CITY. The CONTRACTOR shall complete all work necessary as set forth in the said plans and specifications described above within the above specified time frame.

The CITY and the CONTRACTOR recognize that time is of the essence and failure of the CONTRACTOR to complete the work within the time allowed shall result in damages being sustained by the CITY. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the CONTRACTOR shall fail to complete the work within the above time limit, the CONTRACTOR shall pay to the CITY or have withheld from moneys due, liquidated damages at the rate of Five Hundred and no/100 Dollars (\$500.00) per calendar day, which sums shall not be construed as a penalty.

IT IS FURTHER AGREED that the CONTRACTOR must employ at least ninety five percent (95%) bona fide Idaho residents as employees on any job under this Contract except where under this Contract fifty (50) or fewer persons are employed by the CONTRACTOR, in which case the CONTRACTOR may employ no more than ten percent (10%) nonresidents; Provided, however, in all cases the CONTRACTOR must give preference to the employment of bona fide residents of the state of Idaho in the performance of said work. (Idaho Code § 44-1002)

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

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

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

For the faithful performance of this Contract in accordance with the plans and specifications and payment for all labor and materials, the CONTRACTOR shall execute good and sufficient performance

bond and payment bond each in the amount of one hundred percent (100%) of the total amount of the Contract, said bonds to be executed by a surety company authorized to do business in the state of Idaho.

The term "CONTRACT DOCUMENTS" is defined in Section 2 of the Contract Documents, entitled, "Standard General Conditions of the Construction Contract.

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

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

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

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

CITY:

CITY OF COEUR D'ALENE

By: _____
James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

CONTRACTOR:

SPECIALTY PUMP SERVICE, INC.

By: _____

ATTEST:

OTHER BUSINESS

**CITY COUNCIL
STAFF REPORT**

DATE: November 21, 2023
FROM: Lucas Pichette Fire/Deputy Chief
SUBJECT: Surplus Red Canopy for a 2016 Ford

DECISION POINT: Should the City Council declare a custom 2016 Custom Canopy to be surplus and authorize its sale through Custom Truck?

HISTORY: This custom canopy was purchased in June of 2021 for use on a Ford pickup that was being placed into service as a “backcountry” response vehicle at Station 3. The canopy was a custom designed piece of equipment in which an error was made on our part when ordered. Once the canopy was received, it was discovered that it would not fit our Ford pickup. The Fire Department has no use for it and no other city department has indicated an interest in it. Custom Truck in Coeur D’Alene has been trying to find a home for it. We currently have someone interested in purchasing it for 1,500.00.

FINANCIAL ANALYSIS: After finding no home within the City, this is our best option. The price offered, \$1,500.00, is a fair and reasonable offer, in line with the fair market value of the canopy.

PERFORMANCE ANALYSIS: Approving this sale will allow the city to receive compensation for a custom canopy that is not needed by the Fire Department.

DECISION POINT/RECOMMENDATION: Council should declare a 2016 Custom Canopy to be surplus and authorize its sale through Custom Truck for \$1,500.00.

RESOLUTION NO. 23-083

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, DECLARING A 2016 CUSTOM CANOPY AS SURPLUS PROPERTY AND AUTHORIZING ITS SALE THROUGH CUSTOM TRUCK FOR \$1,500.00.

WHEREAS, the City Fire department recommends that the Mayor and City Council of the City of Coeur d'Alene declare a 2016 Custom Canopy as surplus property and authorizing its sale Custom Truck FOR \$1,500.00.

WHEREAS, the 2016 Custom Canopy is no longer needed by the City; and

WHEREAS, the City Council desires to dispose of said surplus property.

NOW, THEREFORE,

BE IT HEREBY RESOLVED by the Mayor and City Council of the City of Coeur d'Alene, that the 2016 Custom Canopy should be offered for sale through Custom Truck for \$1,500.00.

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

DATED this 21st day of November, 2023.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.

**CITY COUNCIL
STAFF REPORT**

DATE: NOVEMBER 21, 2023
**FROM: TROY TYMESEN, CITY ADMINISTRATOR AND
RANDY ADAMS, CITY ATTORNEY**
**SUBJECT: CONVEYANCE OF REAL PROPERTY TO IGNITE CDA AND SETTING
A PUBLIC HEARING FOR DECEMBER 5, 2023**

DECISION POINT: Should Council determine that it is in the best interest of the City to transfer +/- 0.178 acres of real property in Atlas Waterfront to ignite cda, a tax-supported governmental entity and to set a public hearing to consider the transfer for December 5, 2023?

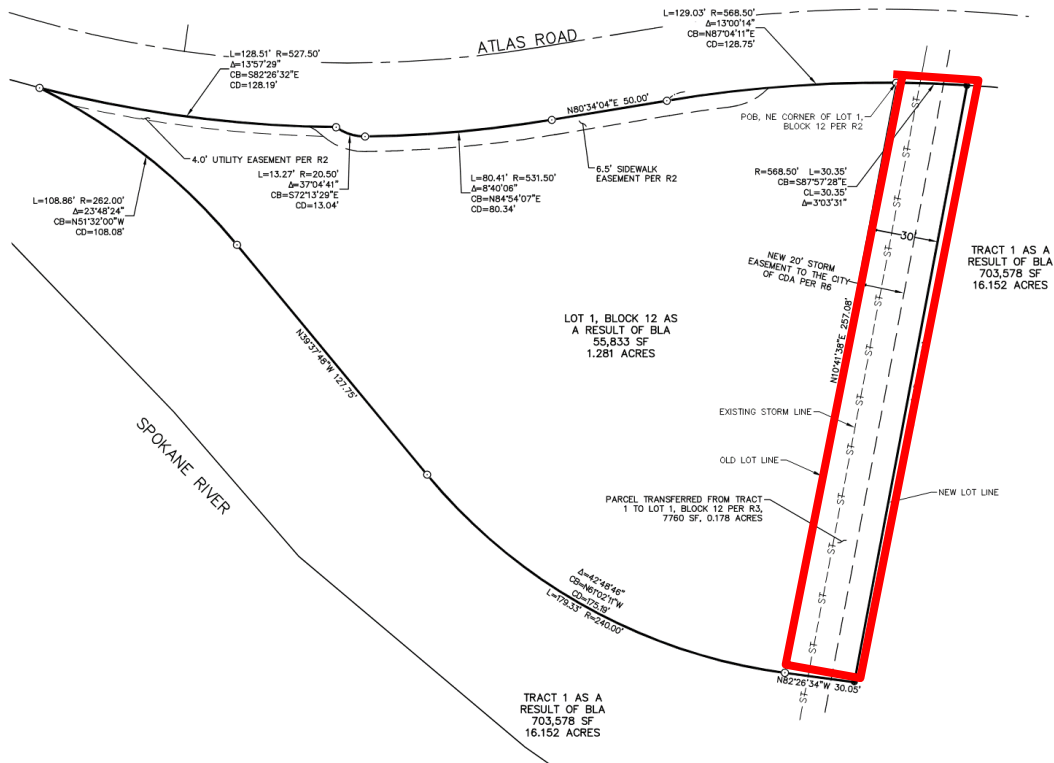
HISTORY: The City began the process of purchasing the Atlas Waterfront property in May of 2017. In 2018, the City purchased nearly 47 acres of Spokane River waterfront property that was the former Atlas Mill site with the goal of creating permanent, public waterfront access and encouraging economic development initiatives on the site. The purchase price of the property was \$7,850,000. The purchase was funded by a loan from the City's Wastewater Utility. The project size was increased to approximately 70 acres when a triangle parcel was acquired through a land exchange and vacation of unused road right-of-way along the south side of Seltice Way.

Subsequently, the City transferred the property, except for property intended for parkland, to ignite cda, to oversee the development. Ignite cda has been working closely with the City, Welch-Comer, and Heartland LLC to develop the property. The project is currently in phase 2. Councilmember Christie Wood has served on the Atlas Scoring Committee, along with City staff representatives Troy Tymesen and Hilary Patterson, representatives from the ignite cda board, Heartland Development (advisor to ignite cda), and Phil Boyd of Welch-Comer. The committee has been apprised of the challenges of developing what is known as "Area 13" and the need for public and fire access along the eastern boundary.

Area 13 is the last remaining developable parcel in the Lake District within the Atlas Waterfront project. The sale of this parcel is critical to help pay back the Wastewater Utility for the loan made to pay for acquisition of the Atlas Waterfront property. There have been three requests for proposals and multiple failed attempts to sell the parcel, largely due to the size and shape of the parcel, as well as the significant grade change from Atlas Road down to the waterfront trail. Ignite cda has recently signed a Development Disposition Agreement with deChase Miksis for Area 13 and a closing date is scheduled for December 8, 2023. Thus, it is critical that the public hearing to consider the transfer occur on December 5, 2023.



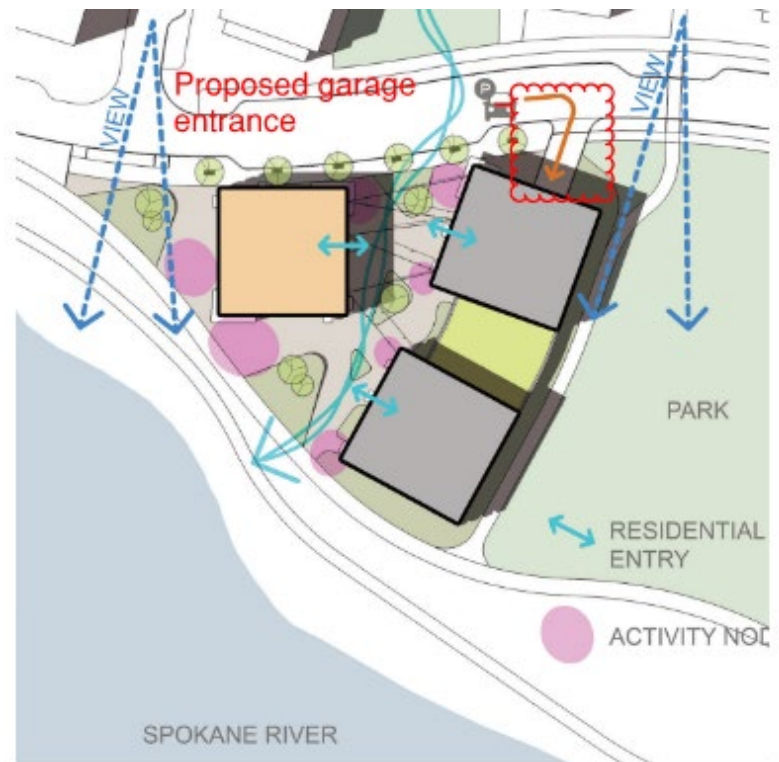
The property to be conveyed by the City to ignite is described as 7,760 square feet or +/- 0.178 acres located adjacent to and along the eastern property line of Atlas Waterfront Area 13 and along the western edge of the Atlas Waterfront Park. Conveyance of the 30-foot strip of property would make development of Area 13 more feasible and enable the pending sale to close. This strip is required to provide fire department access around the buildings. Additionally, it would provide a public promenade, an enhanced landscaped buffer between the park and the mixed-use development on Area 13, provide more land on the City's tax rolls, and help with sale and development of Area 13. Again, the proceeds will help pay back the Wastewater Utility for the loan made to pay for acquisition of the Atlas Waterfront property. These are all public benefits in support of conveying the real property.



This promenade connection was envisioned in the original Atlas neighborhood plan, but there was not sufficient budget to construct the connection as part of the waterfront park project.



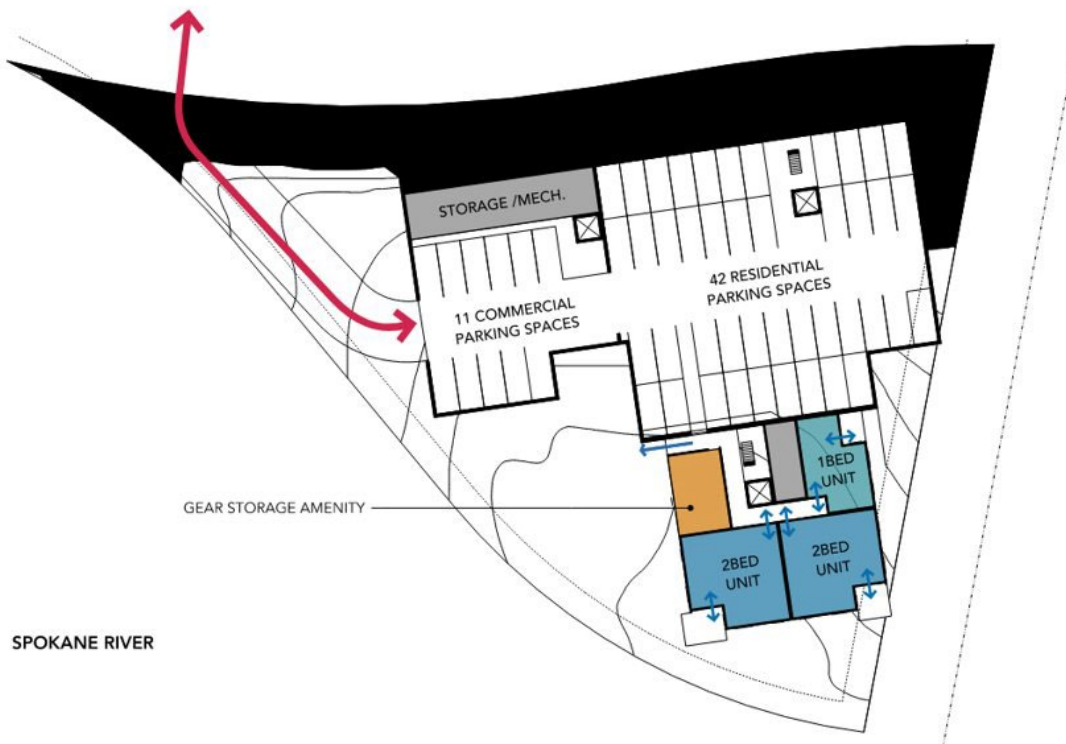
Image from Atlas Development Standards showing waterfront trail access.



deChase Area 13 original proposal with east driveway access

The Atlas Architectural Design Review Committee (ADRC) has been reviewing several iterations of the deChase proposed development of Area 13. deChase proposes to build the project in phases; Phase 1 is an 8,000 to 10,000 sf House of Western restaurant and bar and Phase 2 is a 22-unit multi-family (Condo or for rent TBD). The deChase RFP submittal proposed accessing the building's below-grade parking under the Phase 2 building from the east as shown in the images below.





FINANCIAL ANALYSIS: The area in question has no value to the City other than as a 30-foot strip of unimproved area of parkland. This conveyance would provide a public promenade, fire department access, an enhanced landscaped buffer between the park and the mixed-use development on Area 13, provide more land on the City’s tax rolls, and help with sale and development of Area 13, to help pay back the City’s Wastewater Utility.

PERFORMANCE ANALYSIS: The ADRC supports the proposed fire access road/public promenade because it allows Area 13 to be developed in a manner consistent with the Atlas Development Standards, specifically: 1. No surface parking; 2. Activating both the Atlas Road and waterfront trail sides for the parcel with a food and beverage operation; and 3. Creating 22 residential units.

The ADRC discussed deChase’s proposal with the Atlas Development Team and the Team suggested it may be in the City’s best interest to complete a Boundary Line Adjustment (BLA) with ignite CDA to move Area 13’s east boundary 30’ east, so the fire access road would be completely on Area 13 (private property). Later the City Attorney suggested an alternate approach would be simply to convey the property to ignite cda by ordinance, as authorized by Idaho Code § 50-1403(4). Idaho Code § 50-1403 provides that the City may transfer property, with or without consideration, to any tax supported governmental unit if it is in the best interest of the City. Ignite cda is a tax supported governmental unit. Staff believe that it is in the best interest of the City to transfer the property to ignite cda for the reasons stated in this Report.

If the property is conveyed, a permanent and perpetual easement to the City for the publicly accessible promenade would be granted by ignite, which easement would be binding on future owners of Area 13. The owner of Area 13 would be responsible for promenade maintenance. The public open space area is currently irrigated turf and there is a stormwater line that runs along the alignment.

Other considerations demonstrating the importance of conveying the property to ignite cda:

1. Area 13 has been offered for RFP three times and this proposal is the closest ignite cda has come to closing the sale.
2. After December 31, 2023, ignite cda will not be able to offer the parcel for sale through an RFP process and the land would have to be transferred to the City of Coeur d’Alene. The City would be limited in its ability to sell property for development, and having additional parkland in Atlas Waterfront would not be beneficial to the City due to costs to improve the parkland and ongoing operation and maintenance expenses.
3. The deChase proposal satisfies the Atlas Development Standards.
4. The existing Atlas Waterfront area proposed to be included in Area 13 is lightly used irrigated turf that does not generate property tax. The proposed transfer of real property would add that area to taxable land while still retaining a public promenade to the Atlas Waterfront Trail as envisioned in the original Atlas Development Standards.
5. The access road/public promenade with sitting areas overlooking the park would be constructed and maintained at deChase’s expense.
6. Any modifications of existing public utilities (such as the stormwater line, adjustments to the park irrigation system) would be made at deChase’s expense.

If Council proceeds with conveying the property, a permanent and perpetual easement for the property will be granted to ensure fire department and public access, maintenance of the landscaping and irrigation, and access to utilities. Conveyance of the property to a tax-supported governmental entity by ordinance is preferable to doing a Boundary Line Adjustment. The Legal Department has reviewed the conveyance and has determined that it meets the requirements of Idaho Code.

DECISION POINT/RECOMMENDATION: Council should approve the conveyance of real property to ignite cda by ordinance pursuant to Idaho Code § 50-1403(4), secure a permanent and perpetual easement across the property from ignite cda, and authorize the Mayor and the Clerk to sign the required documents consummating the conveyance. Council should set the public hearing to consummate the sale for December 5, 2023.

**CONVEYANCE OF REAL PROPERTY TO IGNITE
CDA AND SETTING A PUBLIC HEARING FOR
DECEMBER 5, 2023**

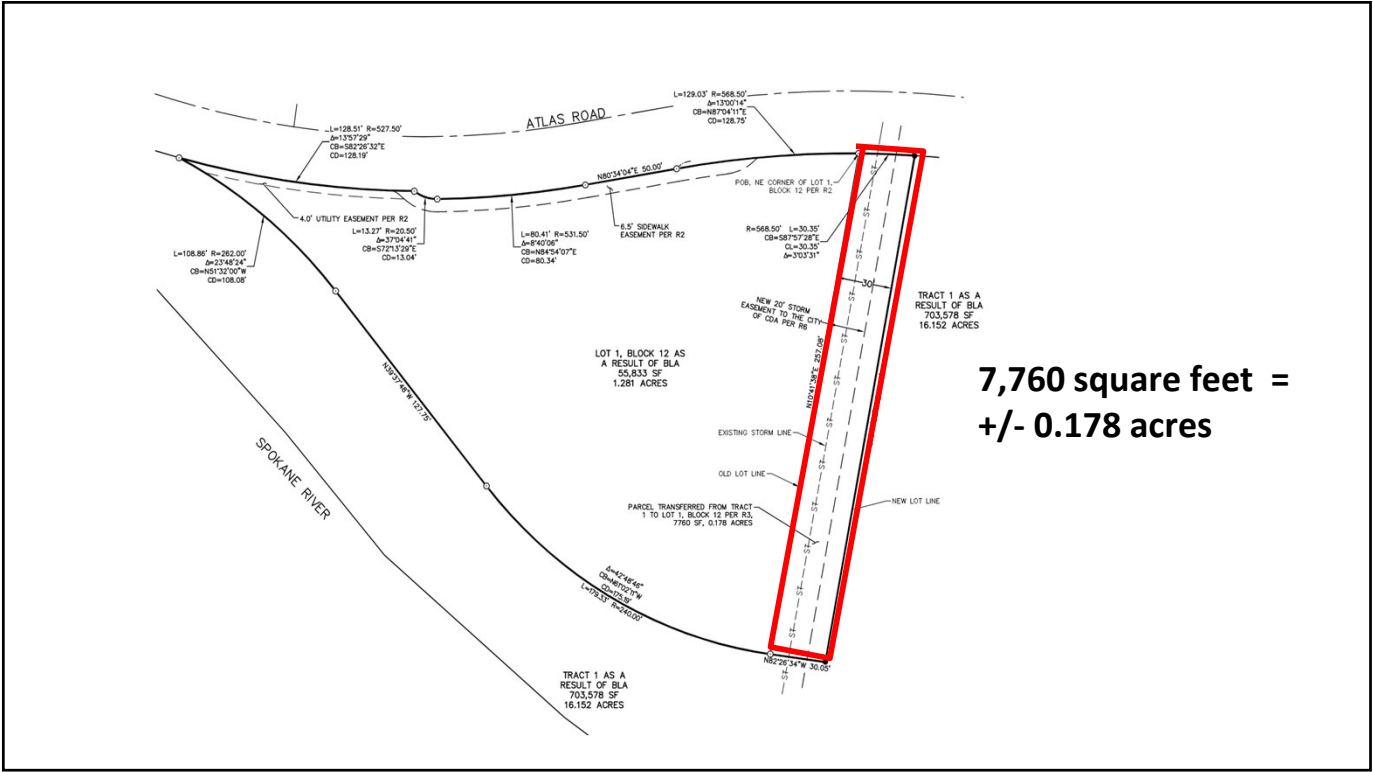
Atlas Waterfront Area 13



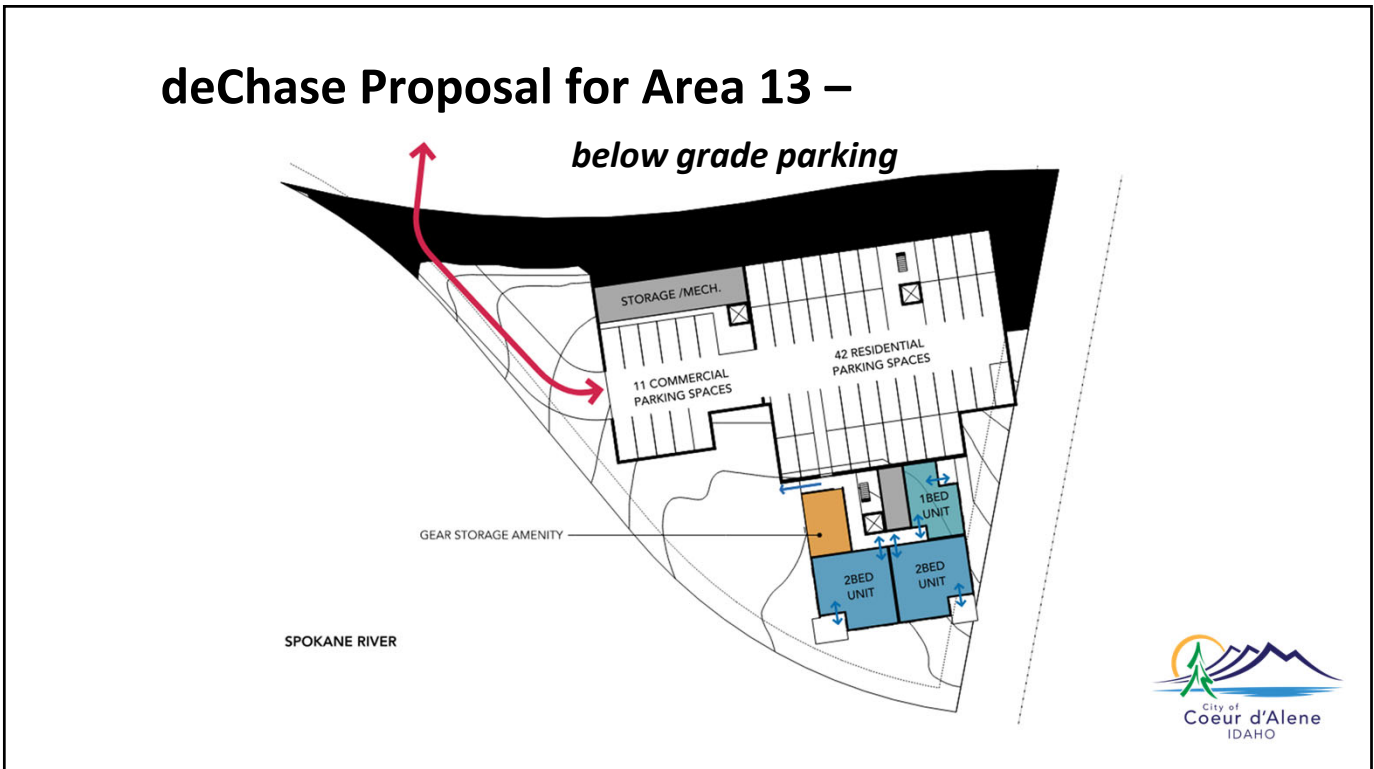
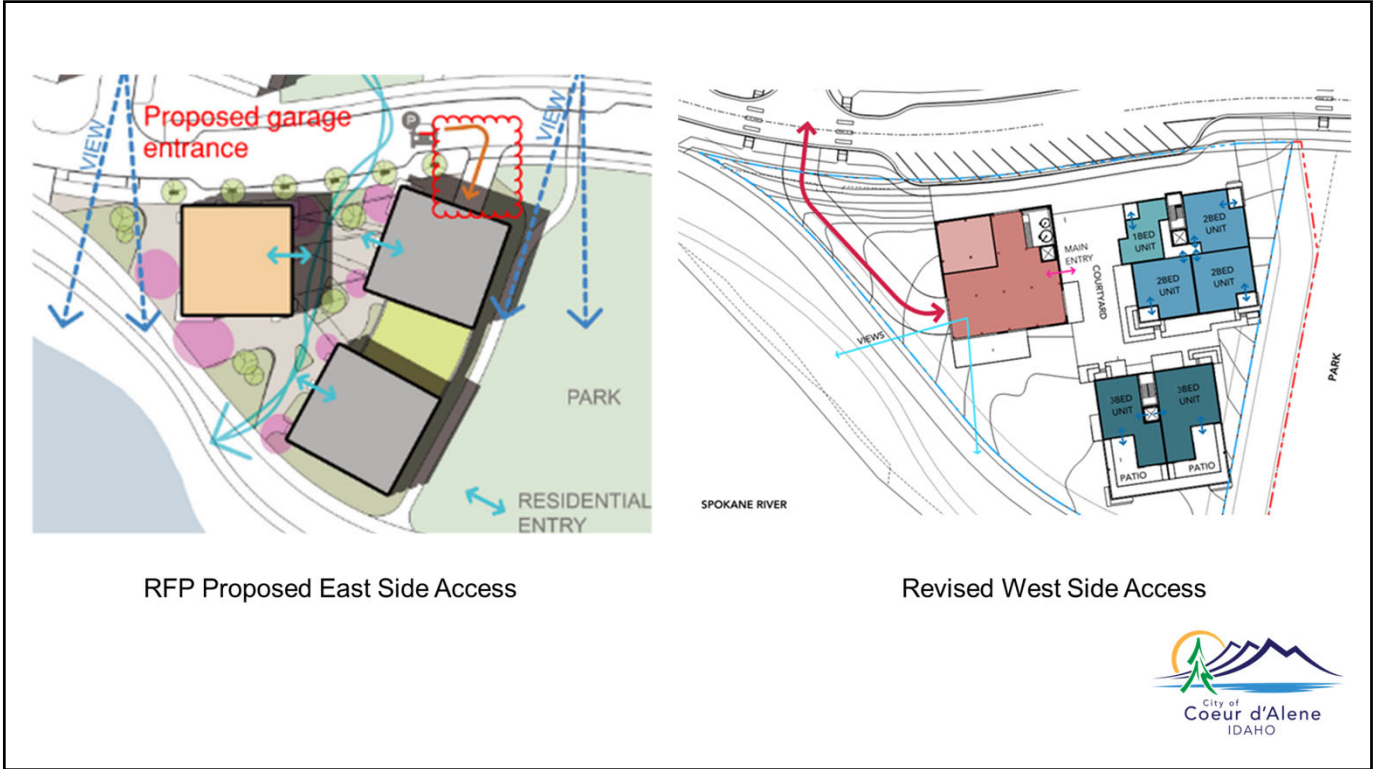
11/21/23

DECISION POINT:

Should Council determine that it is in the best interest of the City to transfer +/- 0.178 acres of real property in Atlas Waterfront to ignite cda, a tax-supported governmental entity and to set a public hearing to consider the transfer for December 5, 2023?



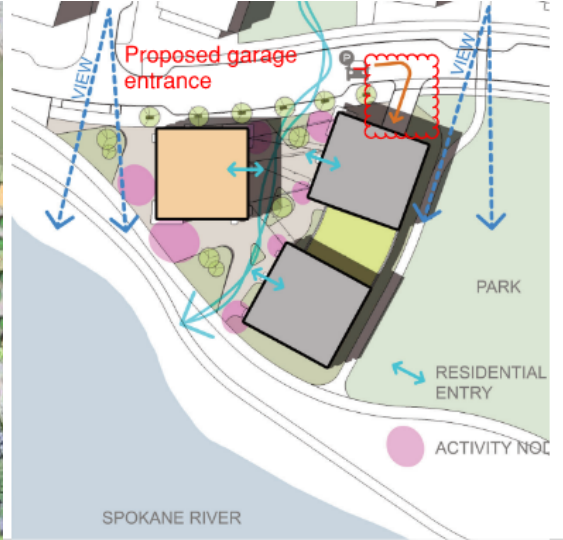






Waterfront Trail Access

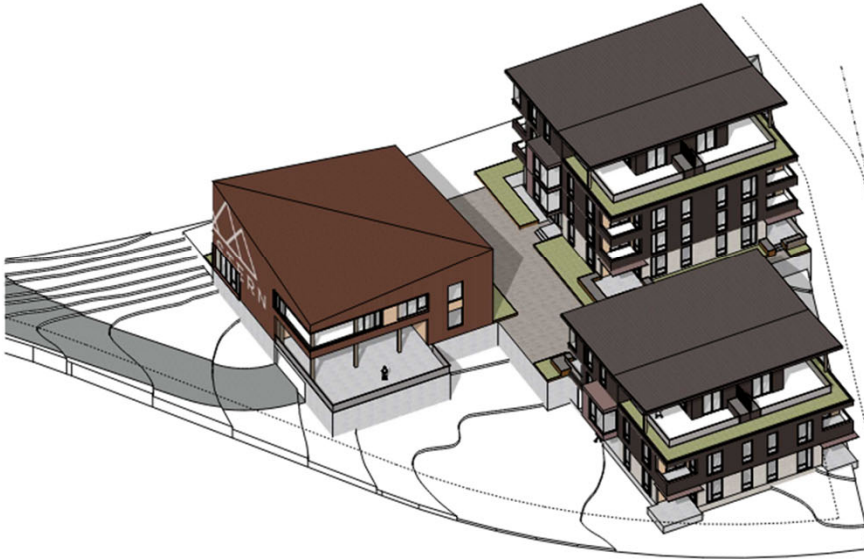
Waterfront Trail Access shown in PUD Development Standards



Dechase Area 13 original proposal with east driveway access



deChase Proposal for Area 13



22 Residential Units
8,000 sf Restaurant/Bar

deChase Proposal for Area 13 with Proposed Public Promenade & Fire Access



PUBLIC BENEFITS

- Public Promenade
- Fire Department access
- Enhanced landscaped buffer between the park and the mixed-use development on Area 13
- Provides more land on the City's tax rolls
- **Helps with sale and development of Area 13, to help pay back the City's Wastewater Utility**

ADDITIONAL CONSIDERATIONS

1. Area 13 has been offered for RFP three times and development unsuccessful.
2. After December 31, 2023, ignite cda will not be able to offer the parcel for sale through an RFP process and the land would have to be transferred to the City of Coeur d'Alene.
3. The deChase proposal meets Atlas Development Standards and goals – *no surface parking, activates Atlas Road and trail, and adds 22 residential units.*
4. The access road/public promenade with sitting areas overlooking the park would be constructed and maintained at deChase's expense.
5. Any modifications of existing public utilities (such as the stormwater line, adjustments to the park irrigation system) would be made at deChase's expense.
6. Easement would ensure Fire Department, public access, maintenance and utilities.

DECISION POINT/RECOMMENDATION:

Council should approve the conveyance of real property to ignite cda by ordinance pursuant to Idaho Code § 50-1403(4), secure a permanent and perpetual easement across the property from ignite cda, and authorize the Mayor and the Clerk to sign the required documents consummating the conveyance. Council should set the public hearing to consummate the sale for December 5, 2023.

QUESTIONS?

RESOLUTION NO. 23-084

A RESOLUTION OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO, FINDING THAT, PURSUANT TO IDAHO CODE § 50-1403(4), IT IS IN THE BEST INTERESTS OF THE CITY OF COEUR D’ALENE TO TRANSFER TO THE COEUR D’ALENE URBAN RENEWAL AGENCY, D/B/A IGNITE CDA, A PARCEL OF LAND OWNED BY THE CITY, BEING A PORTION OF TRACT 1, ATLAS WATERFRONT SECOND ADDITION, RECORDED IN BOOK “L” OF PLATS, AT PAGE 708, RECORDS OF KOOTENAI COUNTY WHICH IS SEVEN THOUSAND SEVEN HUNDRED SIXTY (7,760) SQUARE FEET IN SIZE, AND IS MORE FULLY DESCRIBED IN THE EXHIBIT “A” HERETO,

WHEREAS, the City Administrator and City Attorney have recommended that the Mayor and City Council of the City of Coeur d’Alene declare that it is in the best interests of the City to transfer a portion of property owned by the City lying adjacent to Lot 1, Block 12, Atlas Waterfront Second Addition, to the Coeur d’Alene Urban Renewal Agency, d/b/a ignite cda, a tax supported governmental entity, pursuant to Idaho Code § 50-1403; and

WHEREAS, the City will receive a perpetual easement from the Coeur d’Alene Urban Renewal Agency, d/b/a ignite cda, for that portion of property to maintain public infrastructure and amenities.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d’Alene that it is in the best interest of the City to transfer a portion of property owned by the City, adjacent to Lot 1, Block 12, Atlas Waterfront Second Addition, to the Coeur d’Alene Urban Renewal Agency, d/b/a ignite cda.

BE IT FURTHER RESOLVED that a public hearing on transfer of real property to a tax supported governmental entity pursuant to Idaho Code § 50-1403(4) shall be set for the Regular City Council Meeting on December 5, 2023, at 6:00 p.m., in the Library Community Room.

DATED this 21st day of November, 2023.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

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

_____ was absent. Motion _____.

EXHIBIT "A"

That portion of Tract 1 of Atlas Waterfront Second Addition, recorded in Book 'L' of Plats, Page 708, records of Kootenai County, Idaho, described as follows:

BEGINNING at northeast corner of Lot 1, Block 12, of said Atlas Waterfront Second Addition, said point being an angle point on the North line of said Tract 1 and the beginning of a non-tangent curve to the right having a radius of 568.50 feet;

Thence easterly along the North line of said Tract 1 and along said curve, through an arc length of 30.35 feet, through a central angle of $03^{\circ} 03' 31''$, a chord bearing of South $87^{\circ} 57' 28''$ East and a chord distance of 30.35 feet to a point 30 feet from, when measured perpendicular to, the East line of said Lot 1;

Thence parallel with and 30 feet distant from said East line, South $10^{\circ} 41' 38''$ West a distance of 260.00 feet;

Thence North $82^{\circ} 26' 34''$ West a distance of 30.05 feet to the southeast corner of said Lot 1;
Thence along the East line of said Lot 1, North $10^{\circ} 41' 38''$ East a distance of 257.08 to the POINT OF BEGINNING.

Containing 7,760 square feet or 0.178 acres more or less.

PUBLIC HEARINGS

**CITY COUNCIL
STAFF REPORT**

DATE: NOVEMBER 21, 2023
FROM: SEAN HOLM, SENIOR PLANNER AND
MELISSA CLEVELAND, WELCH-COMER
SUBJECT: ADOPTION OF CAPITAL IMPROVEMENT PLANS (CIP) FOR PARKS,
TRANSPORTATION, POLICE AND FIRE IN SUPPORT OF DEVELOPMENT
IMPACT FEES

DECISION POINT: Should the City Council adopt the Parks, Transportation, Police, and Fire Capital Improvements Plans in accordance with Idaho State law to allow subsequent adoption of Development Impact Fees?

HISTORY: The City of Coeur d’Alene is conducting a study to update both the development impact fees in accordance with Title 67, Chapter 82, Idaho Code, and annexation fees in accordance with Title 50, Chapter 2, Idaho Code, with the assistance of Welch Comer Engineers (overall project management, needs assessments, and Capital Improvements Plans), FCS Group (analysis alternatives, fee calculations, study), and Iteris (regional demand/traffic modeling). The existing development impact fee study was completed and impact fees adopted in 2004. Neither the fees nor the study have been adjusted since. The annexation fee was last adopted by resolution in 1998 and has not been adjusted since.

- ✓ Impact fees: represent the proportionate share of the cost of system improvements needed to serve new development. Impact fees are a one-time fee and are not reoccurring or ongoing charges.
- ✓ Annexation fees: are intended to equitably allocate the costs of property tax-supported City functions for new areas brought into the City.

The consultant team worked on Capital Improvement Plans (CIPs) for Parks, Transportation, Police and Fire, and needs assessments for Police and Fire. They were vetted with each of these Departments and reviewed by the Planning Commission, acting as the Development Impact Fee Advisory Committee, and discussed at the workshops noted below, including the joint workshop with the City Council held on September 25, 2023.

WORK TO DATE: For the needs assessment and CIP tasks, the following has occurred:

- Welch Comer worked with both Fire and Police staff on needs assessments and CIPs.
- Welch Comer and Iteris worked with engineering staff to assemble a roadway CIP based on data from multiple sources and vetting with the KMPO regional demand model.

- Welch Comer worked with Engineering and Parks staff to develop a non-motorized transportation CIP after gathering information from various existing planning documents.
- Welch Comer developed a Parks CIP after gathering information from the City's 2021 Parks Master Plan and working closely with Parks Department staff.
- Iteris pulled trip data from the KMPO regional demand model for use in the transportation impact fee calculations, which helps to establish growth's share of capital costs.
- The Planning and Zoning Commission has provided input on CIPs and alternatives for fee calculations.
- Gathered feedback from the North Idaho Builders and Contractor's Association (NIBCA)
- FCS GROUP developed various alternatives for the impact fee and presented options to the Development Impact Fee Committee. They prepared a policy alternatives memo and several different versions of the draft report and fee alternatives for City staff review.
- FCS GROUP also updated the annexation fee calculations based on the 1998 methodology.

WORKSHOPS TO DATE: There have been three workshops to date---two with the Planning Commission, which acts as the Development Impact Fee Advisory Committee (DIFAC), and a joint workshop with the Planning Commission and the City Council. The workshops were held on May 17, July 18, and September 25, 2023.

DIFAC Workshop 1: The purpose of the first (May) workshop was to go through growth assumptions, obtain input on Fire and Police CIPs, and receive input from the DIFAC on alternatives. The DIFAC was instrumental in assisting the consultant team in understanding the alternatives they would like to see in the second workshop.

DIFAC Workshop 2: The purpose of the second (July) workshop was to obtain feedback from the DIFAC on the Transportation and Parks CIPs, present initial fee findings, and compare fees to other similarly sized or nearby communities in Idaho. The DIFAC was instrumental in providing feedback on Transportation CIP alternatives and providing a discussion on fees for various land uses.

Joint Planning and Zoning/Council Workshop: The purpose of the joint workshop (September) between the DIFAC and Council was to bring Council up to speed and present fee methodologies and draft fee calculations. This was an opportunity for Council to ask questions, gain understanding of methodology, and provide feedback in advance of the hearings to approve the CIPs, adopt the study, and update the fees. The feedback provided by both Council and the DIFAC helped to inform the final draft CIPs and fee calculations.

In October, the draft CIPs and impact fees/annexation fees were presented to the Executive Board of the North Idaho Building Contractors Association (NICBA), who provided feedback that helped to inform the final fees.

IMPACT FEE CIPs: The final CIPs and a map of the Transportation/Parks projects are attached to this staff report.

Changes since City Council last reviewed the CIPs include:

- Removing rolling stock other than fire “apparatus”
- Removing transportation project R3 (E. Sherman Corridor Study) since it was deemed 0% impact fee eligible
- Providing the impact fee eligible percentage and the impact fee eligible cost to be clear which are “growth’s share” of Transportation and Parks fees

To establish the costs, the following occurred:

- Determined projects that were needed to accommodate growth over the next 10 years.
- Parks costs were established using a combination of estimates in the 2017 Parks Master Plan, staff input, and estimates by Welch Comer.
- Motorized and Non-Motorized costs were established using a combination of costs shown in KMPO master plans, staff input, other traffic studies/reports, and Welch Comer cost estimates.
- Fire costs were determined by looking at assessed values of existing facilities, comparing costs of fire stations currently being constructed by Kootenai County Fire and Rescue, and staff input.
- Police costs were determined by input from the on-going police station expansion project, assessed values of existing facilities, and the City of Moscow police station construction.
- The Julia Street overpass project (found in transportation CIP) only includes the cost of planning/pre-design.

Care was taken to establish a defensible representation of “growth’s” share of capital projects and facilities using population and visitor growth estimates, residential and non-residential growth estimates, and growth in trips from KMPO’s model. Many of the listed projects/facilities serve both existing users and forecasted new users. Therefore, not all projects are 100% impact fee eligible, which is reflected under the “percentage eligible” column in the CIPs.

Since growth’s share only covers a portion of the impact fee projects, the remaining costs will need to be borne through other funding mechanisms (general fund, grants, other funding partners, etc.). However, without impact fees, these projects would still be needed to serve the community and impact fees would not be available to help cover the costs.

FINANCIAL ANALYSIS: MAXIMUM DEFENDABLE IMPACT FEES. The most up-to-date maximum defensible impact fees are shown in the following table. These fees reflect feedback from the City Council, Planning Commission, and NIBCA. The fee categories have also been expanded, based on the feedback at the joint workshop and input from City staff. Council can adopt fees lower than these, but not higher.

MAXIMUM DEFENDABLE 2024 FEES

Residential Fees	Parks	Transportation	Police	Fire	Total
SFH (\$/SF)	\$1.13	\$1.58	\$0.22	\$0.48	\$3.41
Multifamily (\$/du)	\$2,621.18	\$2,033.00	\$521.02	\$1,104.22	\$6,279.42
Assisted Living/Nursing Home (\$/SF)	\$0.08	\$1.32	\$0.95	\$2.13	\$4.48
Non-Residential Fees					
Industrial/Manufacturing (\$/SF)	\$0.03	\$1.49	\$0.17	\$0.36	\$2.05
Warehousing/Distribution (\$/SF)	\$0.09	\$5.15	\$0.59	\$1.25	\$7.08
Storage (\$/SF)	\$0.01	\$0.62	\$0.07	\$0.15	\$0.85
Retail/Shopping Center (\$/SF)	\$0.15	\$8.94	\$1.02	\$2.16	\$12.27
Office/Service/Restaurant/Medical (\$/SF)	\$0.08	\$4.44	\$0.51	\$1.07	\$6.10
Schools/Daycare/Church (\$/SF)	\$0.03	\$1.49	\$0.17	\$0.36	\$2.05
Government (\$/SF)	\$0.08	\$4.44	\$0.51	\$1.07	\$6.10
Accommodations (50+ rooms) (\$/room)	\$2,183.19	\$1,054.00	\$130.21	\$289.76	\$3,657.16
Accommodations (<50 rooms) (\$/room)	\$1,711.63	\$712.00	\$105.17	\$231.81	\$2,760.61
Accommodations (50+ rooms) (\$/SF)	\$5.29	\$2.56	\$0.32	\$0.70	\$8.87
Accommodations (<50 rooms) (\$/SF)	\$4.15	\$2.16	\$0.32	\$0.70	\$7.33

*These are proposed fees before credits are determined.

- Single family and assisted living are both listed as fee per square foot, while multifamily is listed as fee per dwelling unit.
- The remaining non-residential fees are listed as cost per square foot.
- Accommodations category is listed both by fee per square foot and fee per room.

Other non-residential fees were broken into more categories than previously presented, based on feedback from the joint workshop and input from staff, to create categories that will cover the grand majority of land uses the City encounters. Uncategorized land uses would go through an individual assessment of fees and are expected to occur infrequently.

**Reminder:* These fees are before credits. If there is an existing use on the property or there was an existing use within the past two years, the developer is entitled a fee credit, based on the calculated impact fee for the existing use.

Note: Real-world examples that compare the proposed fees to other cities' fees will be shown in the presentation.

RESIDENTIAL DEVELOPMENT IMPACT FEE EXAMPLE

Development Characteristics	ADU	Cottage	Town-home	Alley Loaded Detached	Standard Detached	Estate
Avg. House size in square feet	750	1,250	1,350	1,725	2,318	3,500
Implied average occupancy	0.86	1.44	1.55	1.98	2.67	3.05
Development Impact Fees						
Parks	\$848	\$1,413	\$1,527	\$1,951	\$2,621	\$3,001
Fire	\$357	\$595	\$643	\$822	\$1,104	\$1,264
Police	\$169	\$281	\$303	\$388	\$521	\$596
Transportation, Scenario B	\$1,184	\$1,973	\$2,131	\$2,723	\$3,659	\$4,189
Total Single Family Impact Fees*	\$2,558	\$4,263	\$4,604	\$5,883	\$7,906	\$9,051
<i>Single Family Impact Fee Per SF</i>	<i>\$3.41</i>	<i>\$3.41</i>	<i>\$3.41</i>	<i>\$3.41</i>	<i>\$3.41</i>	<i>\$2.59</i>

ANNEXATION FEES: The annexation fees have not changed since they were presented to the Council previously, which is \$1,133 per equivalent residential unit (ERU). This fee is less than the 1998 fee escalated to today's dollar (\$1,419 per ERU).

PERFORMANCE ANALYSIS: LEGAL REQUIREMENTS: Impact fees covered in Title 67, Chapter 82 of Idaho Code. Highlights from the code are:

- Title 67, Chapter 82, Idaho Code, The Idaho Development Impact Fee Act
- Development Impact Fees means “a payment of money, imposed as a condition of development approval to pay for a proportionate share of the cost of system improvements needed to serve development.” I.C. § 67-8204
- An impact fee ordinance must be adopted by Council. I.C. § 67-8204(4)
- Council must establish a Development Impact Fee Advisory Committee (DIFAC). The Planning and Zoning Commission is the DIFAC in Coeur d’Alene. I.C. § 67-8205 and Municipal Code § 2.48.030(C)
- Council must adopt a Capital Improvements Plan after a hearing with input from the DIFAC, using land use assumptions in latest Comp Plan. I.C. § 67-8206(2) & I.C. § 67-8206(3)
- “System improvements” means “capital improvements to public facilities designed to provide service to a service area including, without limitation, the type of improvements described in section 50-1703, Idaho Code.” I.C. § 67-8203(28)
- “Capital improvements” means “improvements with a useful life of ten (10) years or more, by new construction or other action, which increase the service capacity of a public facility.” I.C. § 67-8203(3)
- “Public facilities” includes roads, parks, open space, public safety facilities, and fire stations and apparatus (see full definition in I.C. § 67-8203(24))
- Other than fire apparatus, other vehicles/equipment are not “public facilities.”
- The fee is established “based on a reasonable and fair formula or method under which the development impact fee imposed does not exceed a proportionate share of the costs incurred or to be incurred by the governmental entity in the provision of system improvements to serve the new development.” I.C. § 67-8207(1)

PLANNING COMMISSION RECOMMENDATION: An update was provided to the Planning Commission at its meeting on November 14, 2023. The Planning Commission, acting as the DIFAC, recommended that Council adopt the CIPs and to adopt the maximum defensible fees as presented. The Commission also recommended establishing the accommodations fee as cost per square foot for hotels of 50 or more rooms and cost per room for hotels of less than 50 rooms.

DECISION POINT/RECOMMENDATION: The City Council should adopt the Parks, Transportation, Police, and Fire Capital Improvement Plans in accordance with Idaho State Law to allow subsequent adoption of Development Impact Fees.

Note: Council will hear and vote on the actual Development Impact Fees and amendments to the City's Development Impact Fee Ordinance at its meeting on December 5.

Public Hearing for Impact Fee CIPs

Development Impact & Annexation Fee Study Update

City Council
November 21, 2023



Purpose of this Hearing

- Action to adopt Capital Improvement Plans in support of development impact fees
- Update Council on impact and annexation fees
 - Gather final feedback from Council
 - No official action on fees. Hearing will be December 5, 2023.



Purpose of Study

- Current Impact Fees were established in 2004 and haven't been updated since
- Annexation fee was last calculated in 1998 and hasn't been updated since
- Examine the fee methodology and alternatives
- Update the fee basis (growth and capital improvement plans)
- Recommend new fees based on current basis
- Maximum defensible fee

Legal Requirements

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- Development Impact Fees means “a payment of money, imposed as a condition of development approval to pay for a proportionate share of the cost of system improvements needed to serve development.” I.C. § 67-8204
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2023 Workshops & Presentations to Date

- PC (DIFAC) Workshop No. 1 (May)
 - Growth assumptions
 - Feedback on Fire and police CIPs
 - Input on alternatives
- PC (DIFAC) Workshop No. 2 (July)
Feedback on transportation and parks CIPs
 - Feedback on initial fee findings
 - Compare fees to other similarly sized communities in Idaho
- Joint CC/PC (DIFAC) Workshop (Sept)
 - Present draft CIPs and draft fee calculations
 - Present real-world examples for context
 - Obtain feedback from Council and Planning
- NIBCA Exec. Committee (Oct)
 - Presented similar information from the joint Council/PC workshop and obtain feedback
- NIBCA Local Govt. Issues (Nov)
 - Update on CIPs and fees
 - Feedback on fees and 90-day phase-in
- PC (DIFAC) Presentation & Recommendation (Nov)
 - Recommended adopting CIPs
 - Recommended adopting maximum fees as presented with large hotels by the SF and smaller hotels by the room



Feedback from NIBCA

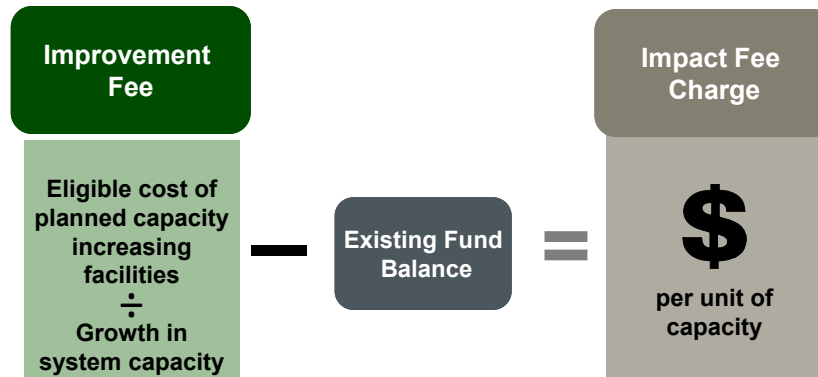
- Scale residential fees
- Charge park fee to non-residential land uses
- Blend assisted living fee with other non-residential land uses
- More non-residential land uses
- Multifamily by dwelling unit
- Hotels by square foot
- Delay effective date a few months (90 days is fair)
- Index fees annually and provide fee schedule at least a year out
- Ideally establish fees for several years to help with budgeting



Items that have changed since CC/PC (DIFAC) Workshop

- More non-residential land use categories
- Removed “rolling stock” from police and fire CIPs
- Separated hotels into 50+ and <50 rooms

Impact Fee Calculation



Units of Growth

- Transportation (PM Peak Hour Vehicle Trips on City Roadways)
- Bicycle / Ped Facilities (Person Trips)
- Parks (Population, Visitors)
- Fire and Police (Res and Non-Res Development)

Parks CIP and Fee Questions from the Joint Workshop

- Was the LOS for Parks adopted by Council?
 - Yes, it's in the 2021 Parks Master Plan that was adopted by Council
 - Additionally, the Trails and Bikeway plan was adopted by Council in 2017
 - 5 acres/1,000 residents community parks, neighborhood parks, and sports fields (not natural parks or open space)
- How were costs estimated?
 - Cost estimates completed by Welch Comer
 - Escalated costs in the Master Plans
 - Input from City staff

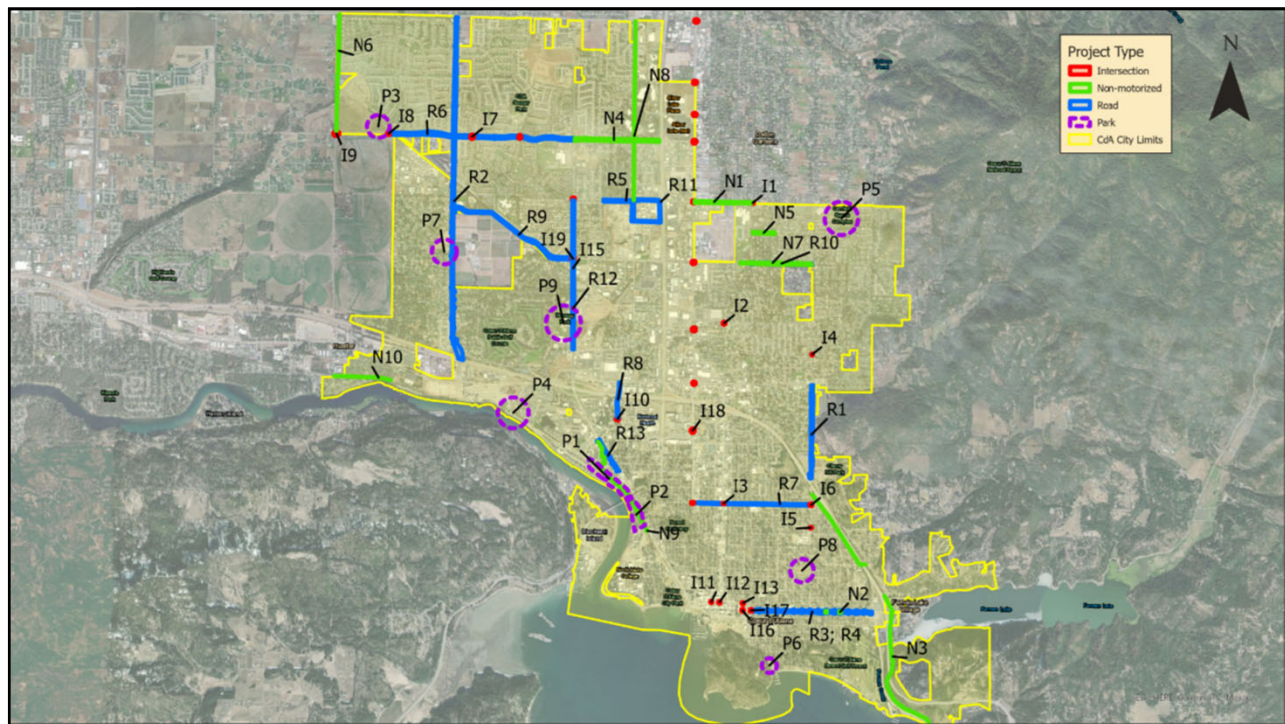


Parks CIP

PROPOSED NEW PARKS						
Project No.	Proposed Park Location/Proposed Name	Project Description for Impact Fee CIP	Acres	Cost	Percentage Eligible	Impact Fee Eligible Cost
P1	BLM Park (Harbor Center)	7 Acre Park	7	\$4,621,000	100%	\$4,621,000
P2	BLM Park (Lacrosse)	7 Acre Park	7	\$4,621,000	100%	\$4,621,000
P3	Trails Park – Hanley and Carrington	6.5 acre park	6.5	\$2,710,000	100%	\$2,710,000
	TBD	Acquire Land for Future Parks	10	\$2,421,000	100%	\$2,421,000
New Parks Total			31	\$14,373,000		\$14,373,000
IMPROVEMENTS TO EXISTING PARKS						
Project No.	Park Name	Project Description for Impact Fee CIP		Cost	Percentage Eligible	Impact Fee Eligible Cost
P4	Atlas Park	Day-Use Dock & Security Cameras		\$345,000	18.3%	\$63,087
P5	Canfield Sports Complex	Small Playground and restroom (needs utilities)		\$795,000	18.3%	\$145,374
P6	East Tubbs Hill Park	Restroom, parking lot reconstruction		\$574,000	18.3%	\$104,962
P7	Northshire Park	Resurface and expand tennis/pickleball courts		\$145,000	18.3%	\$26,515
P8	Person Field	100-stall parking lots (south and west sides)		\$498,000	18.3%	\$91,065
P9	Ramsey Park	Playground		\$208,000	18.3%	\$38,035
Existing Parks Total				\$2,565,000		\$469,038

Of the \$16.9 million in CIP, \$14.8 is eligible for impact fees (growth's share)





Transportation CIP and Fee Questions from the Joint Workshop

- How were projects determined?
 - KMPO master plans (Roads and non-motorized and various traffic studies)
 - Input from City staff (Streets and Parks)
 - Vetting of project need using KMPO 2030 and 2040 regional demand models (coordination with both KMPO staff and Iteris)

- How were costs determined?
 - Escalated costs in previous studies/plans
 - Costs estimated by Welch Comer
 - Knowledge from City staff

Transportation CIP

Motorized Projects								
Roadway Reconstruction, Widening, and New Roads								
Proj. #	Project Title	Roadway	From	To	Description	Cost	Percentage Eligible	Impact Fee Eligible Cost
R1	15th Street; Widen to Three Lanes	15th St	Harrison	Best Ave	Widen to three lanes, includes roadway, sidewalk, upgrade 15th/Best signal, and stormwater	\$7,670,000	16.8%	\$1,286,790
R2	Atlas Road; Widen to Three Lanes	Atlas Rd	I90	Prairie Ave	Widen to three lanes, turn lane at roundabout, reconstruct from Hanley north to Prairie	\$10,700,000	16.8%	\$1,795,130
R3	East Sherman Corridor Study	Sherman Ave	8th St	23rd St	Corridor Study	\$180,000	0.0%	\$0
R4	East Sherman Revitalization	Sherman Ave	8th St	23rd St	Curb, Sidewalk, Street Trees, etc	\$7,660,000	16.8%	\$1,285,110
R5	Dalton Ave Widening	Dalton Ave	Isabella	US 95	Widen to 3 lanes w/ bike lanes and sidewalks	\$4,390,000	16.8%	\$736,510
R6	Hanley Widening	Hanley Ave	Carrington Ln	Ramsey Rd	Rt and Left turn lanes at 4 two-way stop control intersections	\$3,540,000	16.8%	\$593,900
R7	Harrison Ave Reconstruction	Harrison Ave	Gov't Way	15th St	Reconstruct curb to curb, upgrade ped ramps/sidewalk to meet ADA when needed.	\$4,230,000	16.8%	\$709,660
R8	Julia St Overpass and St Improvements Planning	Julia Street	Kathleen Ave	Ironwood Dr	Planning/Pre-Design Only for Julia Street Overpass	\$2,000,000	100.0%	\$2,000,000
R9	Kathleen Ave; Widen to Three Lanes	Kathleen Ave	Atlas Rd	Player Drive	Widen to 3 lanes	\$7,710,000	16.8%	\$1,293,500
R10	Kathleen Ave; Widen to Three Lanes	Kathleen Ave/Margaret Ave	4th St	15th St	Widen to three lanes	\$2,230,000	16.8%	\$374,130
R11	Pioneer Road Culdesac and New Route E. Side Rock Pit	Pioneer Rd and New Route	Bldg Center Lane	Dalton Ave	Culdesac on Pioneer Rd & New Road Bld Center to Dalton	\$3,040,000	16.8%	\$510,020
R12	Ramsey Rd - Remove Medians/Extend TWLT Lane/Pipe Stormwater	Ramsey Rd	Hanley Ave	Golf Course Rd	Remove medians and extend left lane	\$2,950,000	16.8%	\$494,920
SUBTOTAL						\$56,300,000		\$11,079,670



Transportation CIP





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



Transportation CIP

Other Miscellaneous								
Proj. #	Project Title	Roadway	From	To	Description	Cost	Percentage Eligible	Impact Fee Eligible Cost
R13	Northwest Blvd Median	Northwest Boulevard	Lakewood	Lacrosse	Install Median on NW Blvd	\$633,000	16.8%	\$106,198
Non-Motorized Projects								
Proj. #	Project Title	Roadway	From	To	Description	Cost	Percentage Eligible	Impact Fee Eligible Cost
N1	Dalton Ave - Government Way to 4th St	Dalton Ave	Government Way	4th St	Install sidewalk	\$2,156,000	100%	\$2,156,000
N2	E. Sherman RRFBs (17th and 19th)	Sherman Ave	Sherman Ave	17th and 19th	Install RRFBs	\$90,000	16.8%	\$15,099
N3	Foothills Trail	Several Roads			2.5 mile-long trail from Silverbeach to Cherry Hill Park via Shared-Road on Potlatch Hill Road, separated path in ITD right of way, shared road on Lilac Ln, path in ITD right of way, and path on Hazel Road. (1.75 miles trail and 0.75 share-the-road way finding.)	\$1,040,000	100%	\$1,040,000
N4	Hanley Shared Use Path	Hanley Ave	Ramsey Rd	US 95	Shared Use Path south side from end of sidewalk east of Ramsey to US 95.	\$1,540,000	100%	\$1,540,000
N5	Hoffman Ave - 4th/Troy St	Hoffman Ave	4th St	Troy St	Extend Sidewalk	\$760,000	100%	\$760,000
N6	Huetter Road Shared Use Path	Huetter Road	Hanley	Prairie	One miles shared Use Path east side of Huetter.	\$790,000	100%	\$790,000
N7	Kathleen Ave - 4th/15th St Sidewalk Extension	Kathleen Ave	4th St	15th St	Extend Sidewalk	\$1,730,000	100%	\$1,730,000
N8	North Town Trail	Off Road	Prairie	Dalton	1.5 miles of shared use path in easements and rights of way from Prairie to south of Kathleen.	\$1,210,000	100%	\$1,210,000
N9	Northwest Boulevard Commuter Trail	NW BLVD	S. of Lakewood	Hubbard	0.9 mile Shared Use Path	\$1,440,000	100%	\$1,440,000
N10	Spokane River Trail	Huetter to Grand Mill			Add Shared Use Path	\$780,000	16.8%	\$130,860
TOTAL						\$11,536,000		\$10,811,960

Of the \$91.2 million in CIP, \$33.5 million is eligible for impact fees (growth's share)

Emergency Services CIPs & Fee Questions from the Joint Workshop

- How were the costs determined?
 - Value of existing facilities versus need for growth
 - Costs from recent Moscow Police Department build
 - Input from on-going police expansion projects
 - Costs from on-going Kootenai County Fire and Rescue Fire Station costs
 - Input from City staff
 - Input from other fire impact fee studies

- Can rolling stock be in the CIPs?
 - Fire apparatus clearly yes
 - Other rolling stock (not clear, removed)

Fire CIP

Updated to remove passenger vehicles and equipment

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



Police CIP

Item	Estimated Cost	% Impact Fee Eligible	Impact Fee Eligible Cost
Buildings and Land			
Police Station Expansion (~4,200 SF)	\$3,350,000	100%	\$3,350,000
Police Substation Downtown (~3,500 SF)	\$2,910,000	16.4%	\$477,300
Storage Space (~1,500 SF)	\$410,000	100%	\$410,000
Total	\$6,670,000		\$4,237,300

Updated to remove any vehicles or trailers.



Feedback from CC and PC (DIFAC) to Date

- Scale residential fees by home size (square footage)
- Add non-residential parks fees (non-resident employees)
- Eliminate quadrants in transportation fee
- Discussion on land use categories and keeping the categories simple
- Julia Street overpass planning in transportation CIP
- Scaled back assisted living (looked at this fee various ways)
- Scaling fees by ENR index
- Considered multifamily by SF, but settled on number of units
- Hotels by SF and Rooms (split into 50+ rooms and <50 rooms)
- Delay implementation of new fees until spring 2024



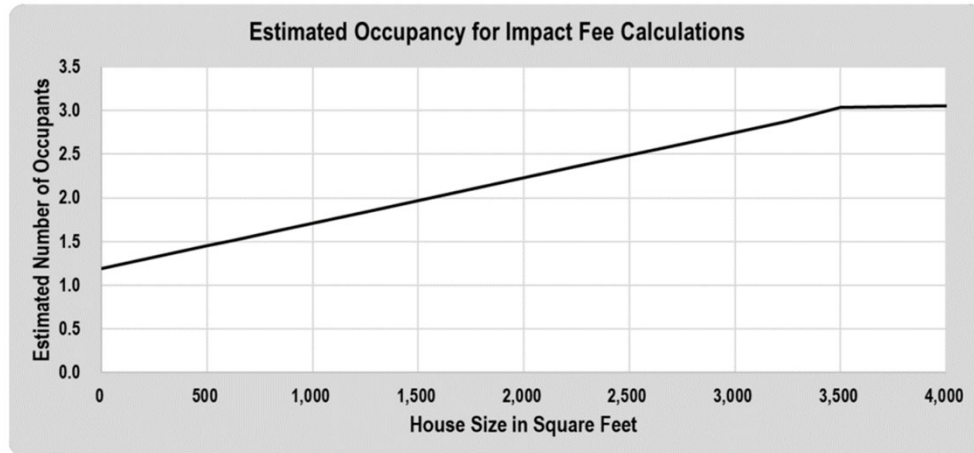
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*These are proposed fees before credits are determined.



Scaling for SF Residential



From American Housing Survey in Census



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

Development Characteristics	ADU	Cottage	Town-home	Alley Loaded Detached	Standard Detached	Estate
Avg. House size in square feet	750	1,250	1,350	1,725	2,318	3,500
Implied average occupancy	0.86	1.44	1.55	1.98	2.67	3.05
Development Impact Fees						
Parks	\$848	\$1,413	\$1,527	\$1,951	\$2,621	\$3,001
Fire	\$357	\$595	\$643	\$822	\$1,104	\$1,264
Police	\$169	\$281	\$303	\$388	\$521	\$596
Transportation, Scenario B	\$1,184	\$1,973	\$2,131	\$2,723	\$3,659	\$4,189
Total Single Family Impact Fees*	\$2,558	\$4,263	\$4,604	\$5,883	\$7,906	\$9,051
<i>Single Family Impact Fee Per SF</i>	<i>\$3.41</i>	<i>\$3.41</i>	<i>\$3.41</i>	<i>\$3.41</i>	<i>\$3.41</i>	<i>\$2.59</i>

Impact Fees per Square Foot of Heated Floor Area



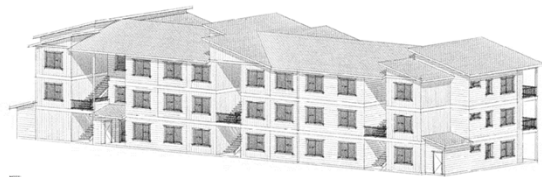
Example: Average Home

- 2,300 square feet
- 1 du

	CDA Proposed	Post Falls	Nampa	Hayden	Twin Falls
Parks	\$2,599.00	\$6,444.00	\$2,420.00	\$2,272.00	\$1,818.60
Fire	\$1,104.00	\$1,244.00	\$1,621.00	\$1,302.00	\$1,047.58
Police	\$506.00	\$1,260.00	\$625.00		\$262.18
Transportation	\$3,634.00	\$4,561.00	\$3,521.00	\$2,423.00	\$1,596.19
Total	\$7,843.00	\$13,509.00	\$8,187.00	\$5,997.00	\$4,724.55

Example: Apartment Building

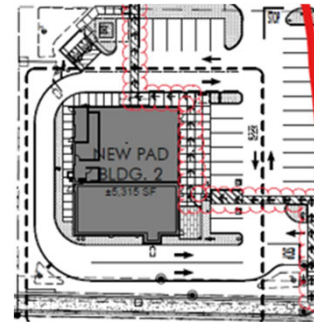
- 18 MF units
- 18,879 SF



	CDA Proposed	Post Falls	Nampa	Hayden	Twin Falls
Parks	\$47,181.24	\$86,346.00	\$43,560.00	\$24,165.12	\$32,734.80
Fire	\$19,875.96	\$22,392.00	\$29,178.00	\$23,436.00	\$18,856.44
Police	\$9,378.36	\$16,866.00	\$11,250.00		\$4,719.24
Transportation	\$36,594.00	\$50,886.00	\$31,050.00	\$24,353.91	\$15,381.54
Total	\$113,029.56	\$176,490.00	\$115,038.00	\$71,955.03	\$71,692.02

Example: New Restaurant

- 5,315 square feet



	CDA Proposed	Post Falls	Nampa	Hayden	Twin Falls
Parks	\$425.20	\$0.00	\$0.00	\$0.00	\$0.00
Fire	\$5,687.05	\$3,242.15	\$3,454.75	\$3,826.80	\$2,763.80
Police	\$2,710.65	\$6,590.60	\$1,488.20	\$0.00	\$690.95
Transportation	\$23,598.60	\$40,925.50	\$46,293.65	\$37,151.85	\$18,815.10
Total	\$32,421.50	\$50,758.25	\$51,236.60	\$40,978.65	\$22,269.85



Example: Hotel

- 89 Rooms
- 53,526 SF



	CDA Proposed (room)	CDA Proposed (SF)	Post Falls	Nampa	Hayden	Twin Falls
Parks	\$194,303.91	\$283,152.54	\$0.00	\$0.00	\$0.00	\$0.00
Fire	\$25,788.64	\$37,468.20	\$32,650.86	\$34,791.90	\$42,285.54	\$27,833.52
Police	\$11,588.69	\$17,128.32	\$37,034.68	\$14,987.28	\$0.00	\$6,958.38
Transportation	\$93,806.00	\$137,026.56	\$229,952.86	\$219,427.00	\$128,427.00	\$112,939.86
Total	\$325,487.24	\$474,775.62	\$299,638.40	\$269,235.78	\$170,712.54	\$147,731.76



Annexation Fee

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



Next Steps

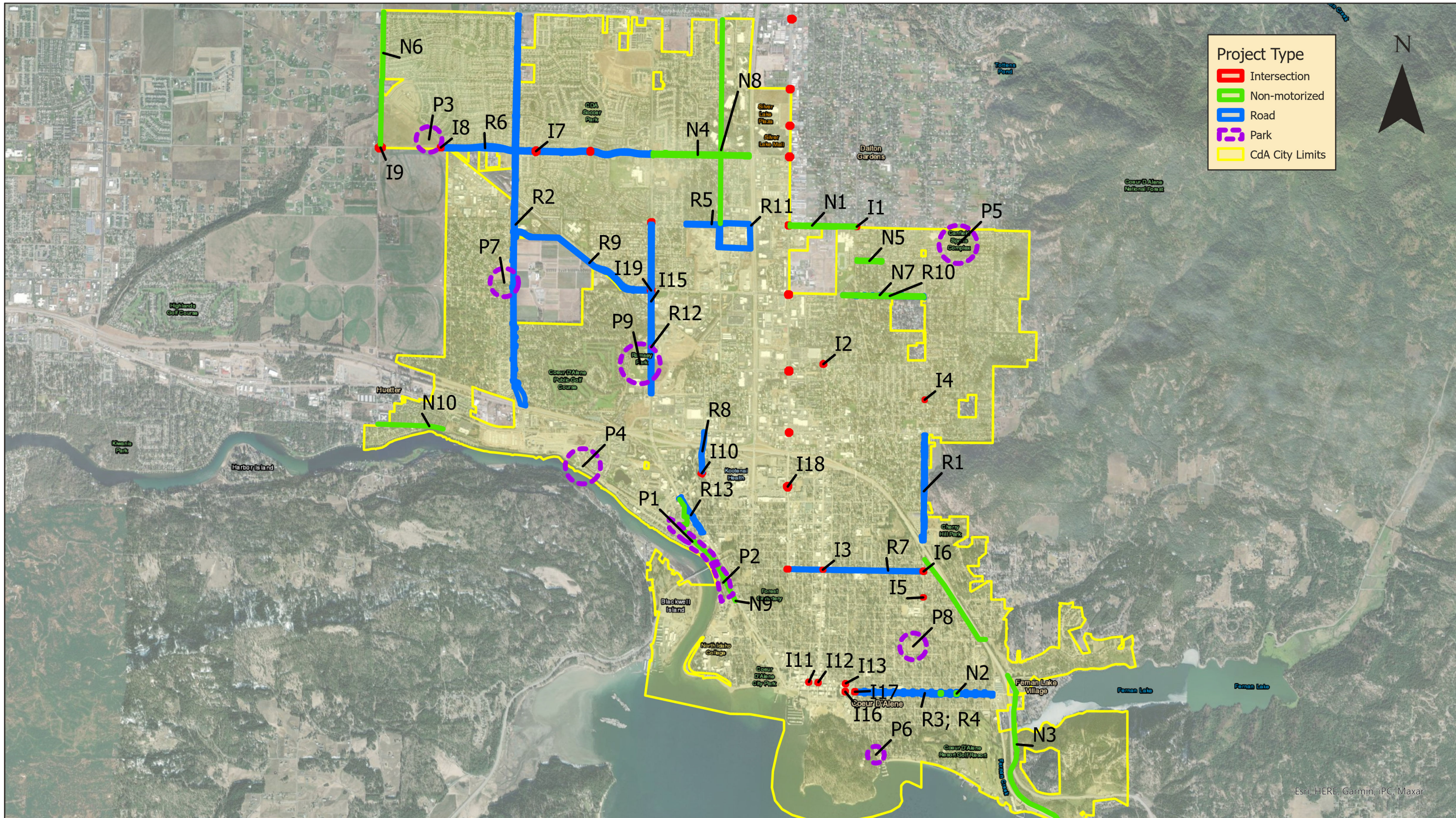
December 5, 2023 – City Council Meeting

- Hearing to adopt Development Impact Fee Ordinance amendments
- Hearing to adopt Fee Resolution for development impact fees and annexation fees
- Adopt Development Impact Fee Study by Resolution



Action by City Council Tonight

- Adopt the Parks, Transportation, Police and Fire CIPs in support of the development impact fees
- Provide any final feedback on fees and implementation:
 - Hotel Impact Fee methodology
 - Charge new fees starting April 1 (grandfather permits in the queue)
 - Credits based on current land use and current impact fee, *unless structure has not been replaced in two (2) years*
 - Adopt five (5) years worth of fees with ENR index of 3.9%



Project Type

- Intersection
- Non-motorized
- Road
- Park
- CdA City Limits



CITY OF COEUR D'ALENE

IMPACT & ANNEXATION FEE STUDY (CIP PROJECTS)

City of Coeur d'Alene Parks Impact Fee CIP

PROPOSED NEW PARKS						
Project No.	Proposed Park Location/Proposed Name	Project Description for Impact Fee CIP	Acres	Cost	Percentage Eligible	Impact Fee Eligible Cost
P1	BLM Park (Harbor Center)	7 Acre Park	7	\$4,621,000	100%	\$4,621,000
P2	BLM Park (Lacrosse)	7 Acre Park	7	\$4,621,000	100%	\$4,621,000
P3	Trails Park – Hanley and Carrington	6.5 acre park	6.5	\$2,710,000	100%	\$2,710,000
	TBD	Acquire Land for Future Parks	10	\$2,421,000	100%	\$2,421,000
New Parks Total			31	\$14,373,000		\$14,373,000

IMPROVEMENTS TO EXISTING PARKS					
Project No.	Park Name	Project Description for Impact Fee CIP	Cost	Percentage Eligible	Impact Fee Eligible Cost
P4	Atlas Park	Day-Use Dock & Security Cameras	\$345,000	18.3%	\$63,087
P5	Canfield Sports Complex	Small Playground and restroom (needs utilities)	\$795,000	18.3%	\$145,374
P6	East Tubbs Hill Park	Restroom, parking lot reconstruction	\$574,000	18.3%	\$104,962
P7	Northshire Park	Resurface and expand tennis/pickleball courts	\$145,000	18.3%	\$26,515
P8	Person Field	100-stall parking lots (south and west sides)	\$498,000	18.3%	\$91,065
P9	Ramsey Park	Playground	\$208,000	18.3%	\$38,035
Existing Parks Total			\$2,565,000		\$469,038

City of Coeur d'Alene Transportation Impact Fee CIP

Motorized Projects								
Roadway Reconstruction, Widening, and New Roads								
Proj. #	Project Title	Roadway	From	To	Description	Cost	Percentage Eligible	Impact Fee Eligible Cost
R1	15th Street; Widen to Three Lanes	15th St	Harrison	Best Ave	Widen to three lanes, includes roadway, sidewalk, upgrade 15th/Best signal, and stormwater	\$7,670,000	16.8%	\$1,286,790
R2	Atlas Road; Widen to Three Lanes	Atlas Rd	I90	Prairie Ave	Widen to three lanes; turn lane at roundabout; reconstruct from Hanley north to Prairie	\$10,700,000	16.8%	\$1,795,130
R3	East Sherman Corridor Study	Sherman Ave	8th St	23rd St	Corridor Study	\$180,000	0.0%	\$0
R4	East Sherman Revitalization	Sherman Ave	8th St	23rd St	Curb, Sidewalk, Street Trees, etc	\$7,660,000	16.8%	\$1,285,110
R5	Dalton Ave Widening	Dalton Ave	Isabella	US 95	Widen to 3 lanes w/ bike lanes and sidewalks	\$4,390,000	16.8%	\$736,510
R6	Hanley Widening	Hanley Ave	Carrington Ln	Ramsey Rd	Rt and Left turn lanes at 4 two-way stop control intersections	\$3,540,000	16.8%	\$593,900
R7	Harrison Ave Reconstruction	Harrison Ave	Gov't Way	15th St	Reconstruct curb to curb, upgrade ped ramps/sidewalk to meet ADA when needed.	\$4,230,000	16.8%	\$709,660
R8	Julia St Overpass and St Improvements Planning	Julia Street	Appleway	Ironwood Dr	Planning/Pre-Design Only for Julia Street Overpass	\$2,000,000	100.0%	\$2,000,000
R9	Kathleen Ave; Widen to Three Lanes	Kathleen Ave	Atlas Rd	Player Drive	Widen to 3 lanes	\$7,710,000	16.8%	\$1,293,500
R10	Kathleen Ave; Widen to Three Lanes	Kathleen Ave/Margaret Ave	4th St	15th St	Widen to three lanes	\$2,230,000	16.8%	\$374,130
R11	Pioneer Road Culdesac and New Route E. Side Rock Pit	Pioneer Rd and New Route	Bldg Center Lane	Dalton Ave	Culdesac on Pioneer Rd & New Road Bld Center to Dalton	\$3,040,000	16.8%	\$510,020
R12	Ramsey Rd - Remove Medians/Extend TWLT Lane/Pipe Stormwater	Ramsey Rd	Hanley Ave	Golf Course Rd	Remove medians and extend left lane	\$2,950,000	16.8%	\$494,920
SUBTOTAL						\$56,300,000		\$11,079,670



City of Coeur d'Alene Transportation Impact Fee CIP

Intersection Improvements								
Proj. #	Project Title	Roadway	From	To	Description	Cost	Percentage Eligible	Impact Fee Eligible Cost
I1	4th/Dalton Roundabout	Dalton Ave / 4th St	Dalton Ave	4th St	Install Roundabout	\$1,230,000	100%	\$1,230,000
I2	4th/Neider Protected/Permissive Signal Modification	4th St	4th St	Neider	Upgrade signal for protected permissive left turns	\$150,000	16.8%	\$25,170
I3	4th/Harrison, 3rd/Harrison signal upgrades	4th/Harrison, 3rd/Harrison	4th St & 3rd St	Harrison	upgrade signals	\$980,000	100%	\$980,000
I4	15th/Nettleton Gulch Intersection Improvements	15th / Nettleton Gulch	15th St	Nettleton Gulch	Traffic Signal or mini-roundabout	\$1,030,000	100%	\$1,030,000
I5	15th/Elm Intersection Improvements	15th	Elm		Signal	\$1,120,000	100%	\$1,120,000
I6	15th St/Harrison	15th St	15th St	Harrison	Upgrades to controller, detection, preemption, etc.	\$490,000	16.8%	\$82,210
I7	Hanley Roundabout Intersection Improvements	Hanley Ave	Atlas	Ramsey Rd	Improve capacity of 2 RABs on Hanley through CDA Place	\$2,210,000	100%	\$2,210,000
I8	Hanley/Carrington Signal	Hanley Ave	Hanley Ave	Carrington	Traffic Signal (only east leg)	\$860,000	16.8%	\$144,280
I9	Huetter/Hanley Signal	Hanley Ave	Hanley Ave	Huetter Road	Traffic Signal (1/4 that is in CDA)	\$860,000	16.8%	\$144,280
I10	Ironwood/Lakewood Traffic Signal	Ironwood/Lakewood Int.	Ironwood	Lakewood	New Traffic Signal	\$2,210,000	100%	\$2,210,000
I11	Lakeside Ave/3rd St	Lakeside Ave/3rd St	Lakeside Ave	3rd St	Signal Improvements	\$570,000	16.8%	\$95,630
I12	Lakeside Ave/4th St Signal Improvements	Lakeside Ave/4th St	Lakeside Ave	4th St	Signal Improvements	\$570,000	16.8%	\$95,630
I13	Lakeside Ave/7th St Signal Improvements	Lakeside Ave/7th St	Lakeside Ave	7th St	Signal Improvements	\$570,000	16.8%	\$95,630
I14	Preemption Signal Upgrades (45 signals)	City wide			Update signals for preemption upgrades	\$1,380,000	16.8%	\$231,520
I15	Ramsey Rd/Fire Station Traffic Signal	Ramsey Rd	Ramsey Rd	Fire Station	Install Traffic Signal at Fire Station entrance/exit.	\$490,000	100%	\$490,000
I16	Sherman/7th Signal Improvements	Sherman/7th	Sherman Ave	7th St	Signal Improvements	\$500,000	16.8%	\$83,880
I17	Sherman/8th Signal Improvements	Sherman/8th	Sherman Ave	8th St	Signal Improvements	\$500,000	16.8%	\$83,880
I18	Government Way Signal Coordination	Gov't Way	Harrison	Prairie Ave	Signal Coordination & ADA upgrades (10 intersections)	\$6,380,000	16.8%	\$1,070,370
I19	Ramsey Road Signal Coordination	Ramsey Road	Kathleen Ave	Dalton Ave	Signal Coordination & ADA upgrades (3 intersections)	\$640,000	16.8%	\$107,370
					SUBTOTAL	\$22,740,000		\$11,529,850
Other Miscellaneous								
Proj. #	Project Title	Roadway	From	To	Description	Cost	Percentage Eligible	Impact Fee Eligible Cost
R13	Northwest Blvd Median	Northwest Boulevard	Lakewood	Lacrosse	Install Median on NW Blvd	\$633,000	16.8%	\$106,200
					TOTAL	\$79,673,000		\$22,715,720



City of Coeur d'Alene Transportation Impact Fee CIP

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



City of Coeur d'Alene Police Department Impact Fee CIP

Item	Estimated Cost	% Impact Fee Eligible	Impact Fee Eligible Cost
Buildings and Land			
Police Station Expansion (~4,200 SF)	\$3,350,000	100%	\$3,350,000
Police Substation Downtown (~3,500 SF)	\$2,910,000	16.4%	\$477,300
Storage Space (~1,500 SF)	\$410,000	100%	\$410,000
Total	\$6,670,000		\$4,237,300

Notes:

- 1) Only growth's share will be included in the impact fee calculations, since this is an existing need.



City of Coeur d'Alene Fire Department Impact Fee CIP

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



RESOLUTION NO. 23-085

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ADOPTING AN UPDATED CAPITAL IMPROVEMENTS PLAN FOR PARKS, TRANSPORTATION, POLICE, AND FIRE.

WHEREAS, pursuant to Idaho Code § 67-8208, a governmental entity intending to impose development impact fees must prepare and adopt a capital improvements plan, and further must update said plan at least every five (5) years; and

WHEREAS, the City retained Welch-Comer Engineers to assist the Planning Department in preparing an updated capital improvements plan; and

WHEREAS, Welch-Comer worked with the Parks & Recreation, Streets & Engineering, Police, and Fire Departments, as well as the Planning Department, to identify capital improvement projects over the next ten years that will be necessitated by new growth, and to estimate the costs of such improvements; and

WHEREAS, the Planning Commission, in its role as the Development Impact Fee Advisory Committee of the City of Coeur d'Alene, considered the proposed Capital Improvements Plan for the Parks, Transportation, Police, and Fire on November 14, 2023, which Plan is intended to be utilized as a basis for impact fee calculations; and

WHEREAS, the Planning Commission voted four to one to recommend that the City Council adopt the proposed Capital Improvements Plan as presented in its entirety; and

WHEREAS, the proposed Capital Improvements Plan is attached hereto as Exhibit "A;" and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to approve such Capital Improvements Plan.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City adopt the Capital Improvements Plan attached hereto as Exhibit "A" and incorporated herein by reference.

DATED this 21st day of November, 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 _____.

EXHIBIT “A”

CAPITAL IMPROVEMENTS PLAN

Parks CIP

Parks Capital Improvement Program, 2024-2034

Planned Park Location/Name	Gross Acres	Acres to be Developed	Cost
BLM Park (Harbor Center)	7.00	7.00	\$4,621,000
BLM Park (Lacrosse)	7.00	7.00	\$4,621,000
Trails Park – Hanley and Carrington	6.50	6.50	\$2,710,000
Park System Expansion	10.00	10.0	\$2,421,000
TOTAL	30.50	30.50	\$ 14,373,000

Park Name/Location	Project Description	Cost	Impact Fee Eligibility	Other Funding Sources	Eligible Impact Fee Costs
BLM Park (Harbor Center)	Development of new parks	\$ 4,621,000	100%	\$ -	\$ 4,621,000
BLM Park (Lacrosse)		\$ 4,621,000	100%	\$ -	\$ 4,621,000
Trails Park – Hanley and Carrington		\$ 2,710,000	100%	\$ -	\$ 2,710,000
Park System Expansion		\$ 2,421,000	100%	\$ -	\$ 2,421,000
Grand Total		\$ 14,373,000	100.0%		\$ 14,373,000

Park Name/Location	Project Description	Cost	Impact Fee Eligibility	Other Funding Sources	Eligible Impact Fee Costs
Atlas Park	Day-Use Dock & Security Cameras	\$ 345,000	18.3%	\$ -	\$ 63,087
Canfield Sports Complex	Small Playground and restroom (needs utilities)	\$ 795,000	18.3%	\$ -	\$ 145,374
East Tubbs Hill Park	Restroom, parking lot reconstruction	\$ 574,000	18.3%	\$ -	\$ 104,962
Northshire Park	Resurface and expand tennis/pickleball courts	\$ 145,000	18.3%	\$ -	\$ 26,515
Person Field	150-stall parking lots (south and west sides)	\$ 498,000	18.3%	\$ -	\$ 91,065
Ramsey Park	Playground	\$ 208,000	18.3%	\$ -	\$ 38,035
Grand Total		\$ 2,565,000	18.3%	\$ -	\$ 469,038

Transportation CIP

Summary of Transportation CIP for 2020-2045

Motorized Roadway Projects									
Project Number	Design Year	Project Title	Source	Description	TIF Eligible?	New or Retrofit	Cost	TIF Eligibility Share	TIF Cost Basis
K2	2022	15th Street; Widen to Three Lanes	KI/PO	Widen to three lanes, includes roadway, sidewalk, upgrade 15th Best signal, and stormwater	Yes	Retrofit	\$ 7,670,000	16.78%	\$ 1,286,789
K3	2023	Atlas Road; Widen to Three Lanes	KI/PO	Widen to three lanes, turn lane at roundabout, reconstruct from Hanley north to Prairie	Yes	Retrofit	10,700,000	16.78%	1,795,130
		East Sherman Corridor Study	City of Coeur d'Alene	Corridor Study	No		180,000	0.00%	-
K5	2025	East Sherman Revitalization	KI/PO	Curb, Sidewalk, Street Trees, etc	Yes	Retrofit	7,660,000	16.78%	1,285,112
K7	2030	Dalton Ave Widening	KI/PO	Widen to 3 lanes w bike lanes and sidewalks	Yes	Retrofit	4,390,000	16.78%	736,507
C6		Hanley Widening	City of Coeur d'Alene	Rt and Left turn lanes at 4 two-way stop control intersections	Yes	Retrofit	3,540,000	16.78%	593,903
		Harrison Ave Reconstruction	City of Coeur d'Alene	Reconstruct curb to curb, upgrade ped ramps/sidewalk to meet ADA when needed.	Yes	Retrofit	4,230,000	16.78%	709,664
M1	2030	Julia St Overpass and St Improvements	KI/PO/CdA Health Corridor	Construct Overpass	Yes	New	2,000,000	100.00%	2,000,000
K9	2030	Kathleen Ave; Widen to 3 Lanes	KI/PO	Widen to 3 lanes (W of SR 95)	Yes	Retrofit	7,710,000	16.78%	1,293,500
K4	2024	Kathleen Ave; Widen to Three Lanes	KI/PO	Widen to 3 lanes (E of SR 95)	Yes	Retrofit	2,230,000	16.78%	374,125
		Pioneer Road Culdesac and New Route E. Side Rock Rlt	City of Coeur d'Alene	Culdesac on Pioneer Rd & New Road Bld Center to Dalton	Yes	Retrofit	3,040,000	16.78%	510,018
C17		Ramsey Rd - Remove Medians, Extend TWT Lane, Pipe Stormwater	City of Coeur d'Alene	Remove medians and extend left lane	Yes	Retrofit	2,950,000	16.78%	494,919
							\$ 55,300,000		\$ 11,079,667
Motorized - Intersections									
Project No	Design Year	Project Title	Source	Description			2029 Estimated Cost	TIF Eligibility Share	TIF Cost Basis
C9		4th/Dalton Roundabout	City of Coeur d'Alene	Install Roundabout	Yes	New	\$ 1,230,000	100.00%	\$ 1,230,000
		4th/Neider Protected Permissive Signal Modification	City of Coeur d'Alene	Upgrade signal to allow for protected permissive left turns	Yes	Retrofit	150,000	16.78%	25,165
		4th/Harrison, 3rd/Harrison signal upgrades	City of Coeur d'Alene	upgrade signals	Yes	New	980,000	100.00%	980,000
C11		15th/Netleton Gulch Intersection Improvements	City of Coeur d'Alene	Traffic Signal or mini-roundabout	Yes	New	1,030,000	100.00%	1,030,000
C12		15th/Eim Intersection Improvements	City of Coeur d'Alene	Signal	Yes	New	1,120,000	100.00%	1,120,000
C13		15th St/Harrison	City of Coeur d'Alene	Upgrades to controller, detection, preemption, etc.	Yes	Retrofit	490,000	16.78%	82,207
C6		Hanley Roundabout Intersection Improvements	City of Coeur d'Alene	Improve capacity of 2 RABs on Hanley through CDA Pace	Yes	New	2,210,000	100.00%	2,210,000
		Hanley/Carlington Signal	City of Coeur d'Alene	Traffic Signal (only east leg)	Yes	Retrofit	860,000	16.78%	144,281
		Huetter/Hanley Signal	City of Coeur d'Alene	Traffic Signal (1/4 that is in CDA)	Yes	Retrofit	860,000	16.78%	144,281
E5	2027	Ironwood/Lakewood Traffic Signal	CdA Health Corridor	New Traffic Signal	Yes	New	2,210,000	100.00%	2,210,000
C3	2024	Lakeside Ave/3rd St	City of Coeur d'Alene	Signal Improvements	Yes	Retrofit	570,000	16.78%	95,628
C4	2024	Lakeside Ave/4th St Signal Improvements	City of Coeur d'Alene	Signal Improvements	Yes	Retrofit	570,000	16.78%	95,628
C5	2024	Lakeside Ave/7th St Signal Improvements	City of Coeur d'Alene	Signal Improvements	Yes	Retrofit	570,000	16.78%	95,628
C18		Preemption Signal Upgrades (45 signals)	City of Coeur d'Alene	Update signals for preemption upgrades	Yes	Retrofit	1,380,000	16.78%	231,521
C16		Ramsey Rd/Fire Station Traffic Signal	City of Coeur d'Alene	Install Traffic Signal at Fire Station entrance/exit	Yes	New	490,000	100.00%	490,000
C1	2024	Sherman/7th Signal Improvements	City of Coeur d'Alene	Signal Improvements	Yes	Retrofit	500,000	16.78%	83,885
C2	2024	Sherman/8th Signal Improvements	City of Coeur d'Alene	Signal Improvements	Yes	Retrofit	500,000	16.78%	83,885
		Government Way Signal Coordination	City of Coeur d'Alene	Signal Coordination & ADA upgrades (10 intersections)	Yes	Retrofit	6,380,000	16.78%	1,070,367
		Ramsey Road Signal Coordination	City of Coeur d'Alene	Signal Coordination & ADA upgrades (4 intersections)	Yes	Retrofit	640,000	16.78%	107,372
							\$ 22,740,000		\$ 11,529,851
Motorized - Other Miscellaneous									
Project No	Design Year	Project Title	Source	Description			2029 Estimated Cost	TIF Eligibility Share	TIF Cost Basis
E4	2027	Northwest Blvd Median	CdA Health Corridor	Install Median on NW Blvd	Yes	Retrofit	633,000	16.78%	106,198
							\$ 633,000		\$ 106,198
MOTORIZED TOTAL COST							\$ 79,673,000		\$ 22,715,715
MOTORIZED @cd. Julia Overpass							\$ 77,673,000		\$ 20,715,715

Police CIP

Police Capital Improvement Program: 2024-2034

Project	2029 Estimated Cost	% Impact Fee Eligible	Eligible Costs
Buildings and Land			
Police Station Expansion (~4,200 SF)	\$ 3,350,000	100%	\$ 3,350,000
Police Substation Downtown (~3,500 SF)	\$ 2,910,000	16.4%	\$ 477,305
Storage Space (~1,500 SF)	\$ 410,000	100%	\$ 410,000
Total	\$ 6,670,000	63.5%	\$ 4,237,305

Source: City of Coeur D'Alene, September 18, 2023.

Costs Updated 11.14.23

Fire CIP

Fire Impact Fee Capital Improvement Plan, 2024-2034

Project	2029 Estimated Cost	% Impact Fee Eligible	Eligible Costs
Buildings and Land			
Fire Station #5 (~7,000 SF)	\$ 3,001,000	100%	\$ 3,001,000
Admin. Space (~1,600 SF)	\$ 690,000	100%	\$ 690,000
Storage Space (~4,900 SF)	\$ 440,000	100%	\$ 440,000
Land for Expansion (~1.3 Acres)	\$ 1,030,000	100%	\$ 1,030,000
Subtotal	\$ 5,161,000		
Apparatus			
Ladder Truck (1)	\$ 2,460,000	100%	\$ 2,460,000
Fire Truck (1)	\$ 1,228,000	100%	\$ 1,228,000
Subtotal	\$ 3,688,000		
Total	\$ 8,849,000	100%	\$ 8,849,000

Source: City of Coeur D'Alene, September 18, 2023.

Costs Updated 11.14.23