



Coeur d'Alene CITY COUNCIL MEETING

December 6, 2022

**MEMBERS OF THE CITY COUNCIL:
Jim Hammond, Mayor
Council Members McEvers, English, Evans, Gookin, Miller, Wood**

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

AGENDA

VISION STATEMENT

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

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

December 6, 2022: 6:00 p.m.

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Amanda Nicol: Community United Methodist Church of Coeur d'Alene

C. PLEDGE OF ALLEGIANCE:

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

E. PRESENTATIONS:

1. Presentation of Award to Eleanor Moore, Winner of the Streets and Engineering Department's "Name the Storm" contest.

Presented by: Mayor Jim Hammond

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

2. 2022-2023 Annual Snow Plan

**Presented by: Justin Kimberling, Assistant Director
Streets and Engineering Department**

F. ANNOUNCEMENTS:

1. **City Council**
2. **Mayor** - Appointment of Sally Shortridge to the Arts Commission.

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 15, 2022, Council Meeting.
2. Approval of General Services/Public Works Committee Minutes for the November 21, 2022, Meeting.
3. Approval of Bills as Submitted.
4. Setting of General Services/Public Works Committee Meeting for Monday, December 12, 2022, at 12:00 noon.
5. Setting of Hearings:
 - a. January 3, 2023: Appeal of Design Review Commission Approval of Garden Lofts and Townhouses by Jacquelyn Doyle
 - b. January 17, 2023: ZC-2-22: A Proposed Zone Change from R-3 to R-8 Located at 1095 E. Timber Lane; Applicant: Richard and Susan Bennett
6. Approval of Final Plat for SS-22-14c: Cottage Grove Condominiums Project No. 4.
As Recommended by the City Engineer
7. **Resolution No. 22-057 -**
 - a. Approval of Consultant Services Agreement with J-U-B Engineers, Inc., for the 2022 Water Comprehensive Plan Update, in the Amount of \$207,700.
 - b. Approval of a Three-year Lease Agreement, with Option to Renew for Three Years, with Panhandle Kiwanis Club for the Taste of Coeur d'Alene Event.
 - c. Approval to Submit a Grant Application to the Idaho Department of Parks and Recreation (IDPR) Waterfront Improvement Fund for the Purchase of New Boat Docks for the 3rd Street Mooring Docks Replacement Project.
As Recommended by the General Services/Public Works Committee

H. 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.)
(Non- Action Item)

I. OTHER BUSINESS:

1. **Resolution No. 22-058** – Providing Authorization to Enter into a Contract with Welch-Comer for the Impact and Annexation Fee Study Using the Impact Fees Fund.

Staff Report by: Hilary Patterson, Community Planning Director

2. **Resolution No. 22-059 -** Approval of Amendments to Personnel Rule 5 – Compensation, Rule 11 – Attendance and Leaves, Rule 26 – Appointed Officer and Department Heads, and Rule 27 – FLSA Exempt Employees, Regarding the Transition to Bi-Weekly Payroll, Effective January 1, 2023.

Staff Report by: Melissa Tosi, Human Resources Director

3. **Resolution No. 22-060** - Approval of Amendment No. 1 to the Agreement with the Firefighters Local No. 710, International Association of Firefighters (IAFF) to Agree to a Bi-Weekly Payroll.

Staff Report by: Melissa Tosi, Human Resources Director

4. **Resolution No. 22-061** - Approval of Amendment No. 1 to the Agreement with the Police Officer Association (POA) to Agree to a Bi-Weekly Payroll.

Staff Report by: Melissa Tosi, Human Resources Director

5. **Resolution No. 22-062** - Approval of a Real Estate Purchase and Sale Agreement with ETD Enterprises, LLC, for Land Abutting the Police Station.

Staff Report by: Randy Adams, City Attorney

J. PUBLIC HEARING:

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

1. Legislative – Fee Increases as Follows: Building Department- proposed increases based on staffing costs and the adoption of the valuation chart provided by the International Code Council; Finance Department- proposed increases to street lighting and new chart for garbage fees (no increases); Legal- recommends fees associated with administrative and appeal hearing; Library- proposed fee for non-resident cardholders; Municipal Services Department- recommending single fee in place of several fees related to temporary signs; Parks and Recreation Department- updated cemetery fees based on staffing costs, and recreational fees based on staffing, equipment repair/maintenance and recreational program t-shirt costs; Planning Department- proposed increase to Short-term rental permits to cover costs, setting a fee for Development Agreements, and increase to fees associated with staffing costs; Police Department- proposed increase to the hourly rates based on current overtime and contract rates for security/traffic control; Water Department- updating Damage Deposit for the portable stations to cover the actual cost of replacement and increases based on staffing costs, equipment cost, and fuel costs.

Staff Report by: Renata McLeod, Municipal Services Director

- a. **Resolution No. 22-063** - Establishing Fees for the Building, Finance, Legal, Library, Municipal Services, Parks and Recreation, Planning, Police, and Water Departments.

K. EXECUTIVE SESSION- Pursuant to Idaho Code 74-206 (j) To consider labor contract matters authorized under section 74-206A (1)(a) and (b).

L. ADJOURNMENT

PRESENTATIONS

**CITY COUNCIL
STAFF REPORT**

DATE: December 6, 2022

FROM: Justin Kimberling, Assistant Director, Streets & Engineering

SUBJECT: 2022-2023 SNOW PLAN

DECISION POINT:

Staff requests Council approval of the 2022-2023 Snow Plan.

HISTORY/BACKGROUND:

For many years, the City has published a snow plan that outlines the policies, priorities and operational procedures for the Streets and Engineering Department to follow in responding to snow emergencies. As in previous years, the proposed (draft) 2022-2023 Snow Plan summary is being presented to Council.

FINANCIAL ANALYSIS:

The proposed Snow Plan update is an annual “housekeeping” action. Citizens and staff mutually benefit from a clear understanding of City snow removal policies and responsibilities. The Council’s snow removal policies are recorded in the Snow Plan and distributed in various forms such as pamphlets, newspaper articles and made available on the City website. The Snow Plan is one of the department’s means of educating the public on City snow removal policies.

PERFORMANCE ANALYSIS:

The majority of the policies and procedures outlined in the previous years’ Snow Plan are still considered relevant and are proposed to be continued as routine operations this year. The overall objective is to continue to provide the citizens with efficient plow operations and provide unrestricted road surfaces. As the City continues to grow and more streets are extended, the Citywide plowing completion target will be 40 hours.

DECISION POINT/RECOMMENDATION:

Staff requests Council approval of the 2022-2023 Snow Plan.



2022-2023 SNOW PLAN

City of Coeur d' Alene
Streets & Engineering Department



Todd Feusier, Director

Table of Contents

1. Storm Names for 2022-23
 - 2-3. Snow Removal Policy
 4. Summary of Basic Procedures
 5. Non-Emergency Numbers / Media Contact Information
 6. Snow Control Center
 7. Ordinances / Winter Call Out / Snow and Ice Control Procedures
 8. Definition of Roadway Conditions
 - 9-10. Condition Green / Condition Yellow
 11. Condition Red
 12. Snow Gates
 - 13-14. News Release / Information Bulletin
-

2022-2023 STORM NAMES

Theme: “Ladies”

Submitted by: Nora (age 6)

NORA

HILDA

MILLIE

LILLIE

ANNA

GRACE

ELLIE

TRACY

MASA

TINA

SNOW REMOVAL POLICY

The following is the official policy covering snow removal operations.

1. Plowing operations will be initiated when snow depth on streets reaches a maximum of four to five inches, unless it is readily apparent that this action will not be warranted by changing weather conditions; or at three inches if continuing storms are predicted. The decision on each situation shall be the responsibility of Streets & Engineering Director, or designee. The decision on termination of plowing efforts shall be similarly vested.

2. Plowing routes will be established based on the following priority list:

- a) Hospital Access (Ironwood Dr.)/Emergency vehicle access areas
- b) Major arterials (Northwest Boulevard, Downtown, Appleway, 3rd, 4th, 15th, etc.)
- c) Dangerous hills and curves (Cherry, Tubbs, Armstrong Park, etc.)
- d) Secondary arterials (7th, North 4th, Honeysuckle, Atlas, Julia 911 center etc.)
- e) School bus routes
- f) Improved residential streets
- g) Cul de sacs

3. Snow will not be plowed from alleys.

4. Certain street sections are designated as "sledding hills" and they will not be plowed unless deemed impassable by emergency services or streets & engineering director. The designation as a sledding hill or the removal of such a designation shall be made at the direction of the City Council. Current designated sledding areas: Boyd Avenue between 9th & 10th Streets and Lost Avenue between Dollar Street and 15th Street.

5. Plowing on residential streets will be performed in the easiest, safest, most efficient manner. Residents are advised to attempt to keep cars off the street during major winter storms. Plow crews will use their judgment as to the best snow removal procedures.

6. Snow gates may not be practical for extremely heavy or deep snow events. Therefore, after careful consideration, the Streets & Engineering Director or designee is authorized to curtail use of snow gates under these circumstances. Citizens should always be prepared to clear driveways in these cases. In many instances, snow gates cannot stop snow flow to both driveways and mailboxes-the snow must go somewhere. Citizens should plan on removing snow from mailboxes.

7. Loading and hauling snow from congested areas; such as, the Central Business District, will be performed after the bulk of the city has been plowed, and when weather patterns permit. Every attempt will be made to haul snow no later than the fourth day following a storm. Chemical treatment in the Central Business District areas shall be started as soon as snow falls and shall continue as long as appropriate.

8. Sherman Avenue from 1st St. to 23rd St. Snow will be plowed to the center turn lane. This is (ITD) Idaho Transportation Department “Over Height” Route.

9. The snow in cul-de-sacs will be plowed to a snow storage area if provided or vacant lot if available, otherwise plow the snow into a pile centered in the cul-de-sac with the top flattened. Crews will pick up the accumulated snow if the winter snowstorm tempo allows.

ADOPTED BY COUNCIL ON _____

SUMMARY OF BASIC PROCEDURES FOR INCOMING SNOW STORM

1. Snow removal is considered an emergency situation.
2. All employees of the Streets & Engineering Department, Water Department, Parks & Recreation Department and Wastewater Department are subject to call for snow control duties. If required, all city owned equipment is available for snow/ice control.
3. Scheduled vacation and regular days off are subject to cancellation.
4. The National Weather Service will be monitored continuously by personnel in advance of anticipated snowfall. During this period, preparation will be made. If 2 inches or more is expected and conditions continue to deteriorate crews will begin mobilizing the plan.





NON-EMERGENCY PHONE NUMBERS

City Hall Switchboard, All Departments	208-769-2300
Streets & Engineering Department	208-769-2235
CDA Fire Department	208-769-2245
CDA Police Department	208-769-2320
Kootenai County Sheriff Department	208-446-1300
Idaho Transportation Department	208-772-1200
Idaho State Patrol (Non-Emergency)	208-772-6055

MEDIA CONTACTS

The following news media will be contacted at the beginning of the snow season and as required throughout the winter.

Social Media

City of Coeur d Alene Facebook

City of Coeur d Alene Website www.cdaid.org

Newspapers

Coeur d’Alene Press	208-664-8176
Spokesman Review	208-765-7110

SNOW CONTROL CENTER

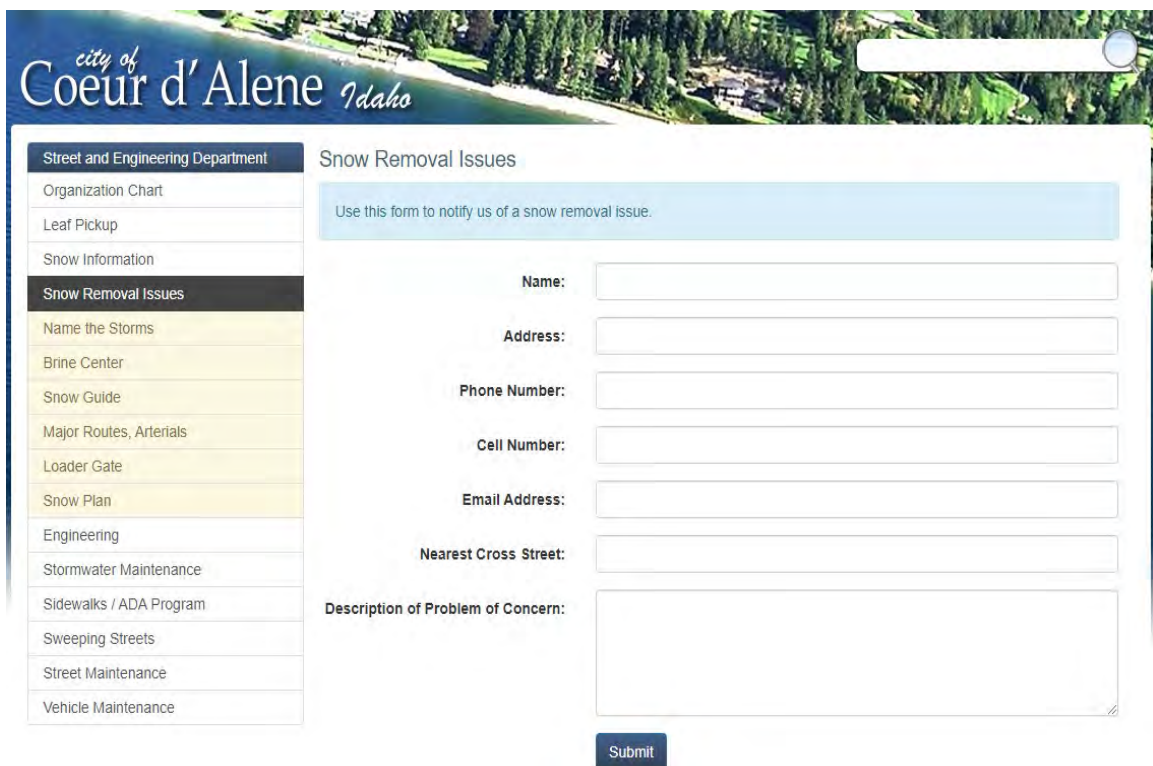
During the winter snow season, the Streets & Engineering Department Administration will provide the following services:

Office Hours 6:00 A.M to 4:30 P.M

Snow Plowing Schedule Map Updated on <https://maps.cdavid.org/snowplow/>

Recorded plowing status updates on the Snow Line (208)769-2233

Staff will monitor on line questions and concerns



The screenshot shows a web page for the City of Coeur d'Alene, Idaho. The header features the city logo and a search bar. A navigation menu on the left lists various services, with 'Snow Removal Issues' highlighted. The main content area is titled 'Snow Removal Issues' and contains a form for reporting a snow removal problem. The form includes fields for Name, Address, Phone Number, Cell Number, Email Address, and Nearest Cross Street, along with a large text area for a description of the problem. A 'Submit' button is located at the bottom of the form.

city of
Coeur d'Alene Idaho

Street and Engineering Department

- Organization Chart
- Leaf Pickup
- Snow Information
- Snow Removal Issues**
- Name the Storms
- Brine Center
- Snow Guide
- Major Routes, Arterials
- Loader Gate
- Snow Plan
- Engineering
- Stormwater Maintenance
- Sidewalks / ADA Program
- Sweeping Streets
- Street Maintenance
- Vehicle Maintenance

Snow Removal Issues

Use this form to notify us of a snow removal issue.

Name:

Address:

Phone Number:

Cell Number:

Email Address:

Nearest Cross Street:

Description of Problem of Concern:

Submit

ORDINANCES

The following ordinance applies to plowing snow into the streets;

(Municipal Code 12.32.060) It is unlawful for any person too deposit, or cause to be deposited, thrown upon or moved onto any public street, sidewalk, thoroughfare, or other public property, any snow, ice, dirt, soil, rocks or debris which has accumulated on any private property. (Ord. 1559 S 1,1978).

WINTER CALL OUT ROSTER

During the winter operations period, a Street Lead Field Worker and (2) two operators will be assigned “stand by” for weekends.

SNOW AND ICE CONTROL PROCEDURES / RESPONSIBLE DEPARTMENTS

Primary responsibility for performance and coordination of ice and snow control on city streets rests with the Streets & Engineering Department. During the snow season, mid-November through mid-March, the Streets & Engineering Department will provide monitoring of street conditions and will respond to these conditions in accordance to the procedures outlined in this operation manual.

When conditions warrant more personnel than can be supplied by the Streets & Engineering Department, Parks & Recreation, Water and Wastewater Departments will provide personnel and equipment. In addition, the Shop personnel will provide equipment maintenance and service as required on a 24-hour basis during critical ice and snow control periods.

The Streets & Engineering Department staffs a night shift beginning in late November and continuing through February as conditions warrant. The night shift will consist of Heavy Equipment Operators to monitor road conditions plow snow, spread sand and chemicals as required.

DEFINITION OF ROADWAY CONDITIONS

CONDITION GREEN

Roadways can be dry with surface temperatures either above or below freezing or roadways can be wet with surface temperatures above freezing.

CONDITION YELLOW

Frozen moisture, freezing rain, or 0-2" of snowfall on roadway surface.

CONDITION RED PHASE I

Greater than 2" of snow fall on roadway surface.

CONDITION RED PHASE II

More than 4" of snowfall on the roadway surface or 3" of snowfall on the roadway and more than 4" predicted.

CONDITION GREEN PROCEDURES

Roadways under this condition are not ice or snow covered but they can be either wet or dry. During this condition supervisors will monitor the roadways, particularly if road surfaces are wet, to determine when freezing may occur. Monitoring activities used will consist primarily of monitoring weather forecasts, temperature, moisture conditions and actual driving of roadway, as needed. At any time during this condition, should freezing or snowfall conditions begin, the shift foreman will automatically implement "Condition Yellow" procedures.

During "Condition Green", the Streets & Engineering Department personnel will be on duty but involved in maintenance activities other than ice and snow control. These activities include street grading, leaf pickup, street cleaning, pothole patching, alley maintenance, and training. When conditions begin to change from "Green" to "Yellow", these crews will be re dispatched in accordance to needs.

CONDITION YELLOW PROCEDURES

This condition covers roadways with frozen moisture, freezing rain, or 0 - 2" of snow. When these conditions are present, the Streets & Engineering Department will automatically implement these procedures.

Streets & Engineering Director will monitor the weather conditions and will keep the news media and necessary organizations informed as to roadway conditions and areas of operations. During the day shift, supervisors will periodically dispatch sand/salt/liquid deicer units to those areas that have been reported.

During "Condition Yellow", normal day and night operations will mainly consist of sanding and chemical spreading for ice control. Priority areas shall be:

1. Areas where emergency vehicles operate:

- Hospital
- Fire Stations
- Police Department
- Arterials
- Julia St. - 911 Center

2. Hills/Curves:

- Cherry Hill & Armstrong Hill
- Tubbs Hill
- Stanley Hill Area
- Fernan Terrace Drive
- Lakewood Drive

3. Stop Signs/Traffic Signal Lights on Arterials.

4. Residential Hills, Fairway Hills, Lakeshore Dr. area, Gibbs Hills, etc.

Following these priority areas, the City will be divided in half at Harrison Ave. A sander and a liquid deicer unit will operate north; another sander and liquid deicer unit will operate south. Priorities shall be:

- Secondary Arterials and Collectors.
- Residential Areas and Stop Signs.

The Central Business District (CBD) requires different procedures during this condition. Normal procedures will not see the use of sand in the district; only chemical treatment. It will be the best judgment of the Street/ Engineering Director or his designee as to whether or not to apply sand. Generally, this will only occur should temperatures be below 15° Fahrenheit and extremely dangerous conditions exist.

The District consists of the following downtown areas:



CONDITION RED PROCEDURES

This condition covers roadways with greater than 2" and snowing, or an accumulation of 4" or more. There are basically two phases to "Condition Red":

Phase I - Greater than 2" on roadway with little additional snow predicted in the forecast. Possible declining temperatures predicted.

Phase II - Greater than 2" on roadway and snowing heavily, or more predicted.

During Phase I condition, normal operations will include the plowing of the CBD and all primary arterials. Sanding/Salting operations will run concurrently. Plowing will be the discretion of the Streets & Engineering Director.

Phase II conditions will warrant the general, city wide plowing. Typically, operations will begin at 4:00 A.M. in the CBD with concurrent operations. For heavy accumulations this shift will run for 12 hours. The night shift of 6 operators will plow for 12 hours in their dedicated areas. The following day's shift will also plow a 12-hour shift. Approximately 40 hours are required to complete a Citywide plowing operation.

Once all streets are passable, the removal of the center berms shall become the highest operational priority.

Sanding/Salting/Chemical operations shall remain a high and concurrent priority.

SNOW GATES

Snow gates will reduce the amount of snow berm forming at driveways, EXCEPT on arterials and collectors due to the large volume of snow pushed to the curb of wider streets. Drivers will utilize common sense and good judgment when plowing residential areas; plow speeds will be adjusted so as not to create greater berms than are necessary; and speeds adjusted to fit conditions. Likewise, good judgment shall be utilized when plowing along curbs with sidewalks directly abutting. Snow gates generally as a rule will not be used on 1) arterials/collectors due to the large volume of snow pushed to the curb on wider streets, as well as the need to keep “gates” in residential areas. 2) areas that are plowed under cooperative agreement by East Side Highway District (Fernan and Armstrong Park).



NEWS RELEASE BASE INFORMATION

The first heavy snow of the season always generates many comments on snow plowing. Below is a capsule summary of Coeur d'Alene's plowing procedure:

We do not plow until we have either 3" and expect more. Crews are brought in at approximately 4:00 A.M. to begin operations. Snow is normally bermed to the center on the following streets:

- A. Sherman – 2nd to 23rd
- B. 3rd - Cd'A Street to Front Ave.
- C. 4th - Cd'A Street to Front Ave.
- D. 5th - Cd'A Street to Front Ave
- E. 6th - Cd'A Street to Front Ave
- F. Lakeside - 1st to 8th
- G. Coeur d'Alene Ave - 1st to 4th

It takes approximately 5 hours to complete the downtown. Our goal is to have the downtown completed by 9:00 A.M. Following completed Citywide plowing, we next load and haul the snow from the center berms. A "normal" plowing operation will take 40 hours.

Snow gates reduce not eliminate the snow deposits into residential driveways. The City's (4) four snow gates will enable all residential areas of the City to receive snow gate service. In many cases, snow gates cannot block all snow from driveways and mailboxes-snow must go somewhere.

Starting in December we will staff the shop with 9 employees for night time operations. Their shift is from 3:00 P.M. to 11:30 P.M. If not required for plowing/sanding/chemical applications, they perform equipment maintenance. Normally, we continue with a night shift until late February or March.

It is important that we plow as rapidly as is prudent in order to provide timely service to the greatest number of citizens. Our intent is to drive slowly enough so that snow is not thrown onto properties or vehicles parked on the streets, causing them damage, and still maintain enough speed to rapidly complete the process.

Citizens can assist by avoiding on street parking in residential areas where possible.

Plowing is accomplished through use of general fund tax dollars. We attempt to do the most with the allocated resources. Additional money toward plowing can only come at the expense of other facets of our city government. Constructive suggestions on improving efficiency are always welcome.

MEDIA INFORMATION BULLETIN

The City of Coeur d'Alene would like to remind our citizens that it is unlawful for any person to deposit, throw, shovel, or blow snow, ice or other debris onto any public street, sidewalk or other public property. With accumulation of snow the City's Streets & Engineering Department works hard to keep the streets clear. When shoveling or clearing your sidewalk or driveway please remember to place snow off the street in order that traffic hazards are minimized and the efforts of the Streets & Engineering Department do not have to be duplicated.

Thank you for your assistance and cooperation in keeping our streets safe.

Sincerely,

Troy Tymesen

City Administrator



City of
Coeur d'Alene
IDAHO



2022-2023 SNOW PLAN

City of Coeur d'Alene Streets & Engineering Department
Todd Feusier, Director



Staffing and Preparation

- Two Shifts, Days (6:00 am-2:30 pm) and Nights (3:00 pm-11:30 pm)
- Snow Event Hours Days (4:00 am-4:00 pm) Nights (4:00 pm-4:00 am)
- 21 Operators
- Mechanics have prepared and performed the required maintenance on our winter equipment
- Equipment
 - 4 Loaders w/Snowgates
 - 4 Graders
 - 7 Dump Truck Plows
 - 4 De-icer Trucks
 - 2 Sand Trucks
 - 1 Salt Truck





ROADWAY CONDITION ASSESSMENT



Condition Red

More than 4" of snowfall on the roadway surface or 3" of snowfall on the roadway and more than 4" predicted.

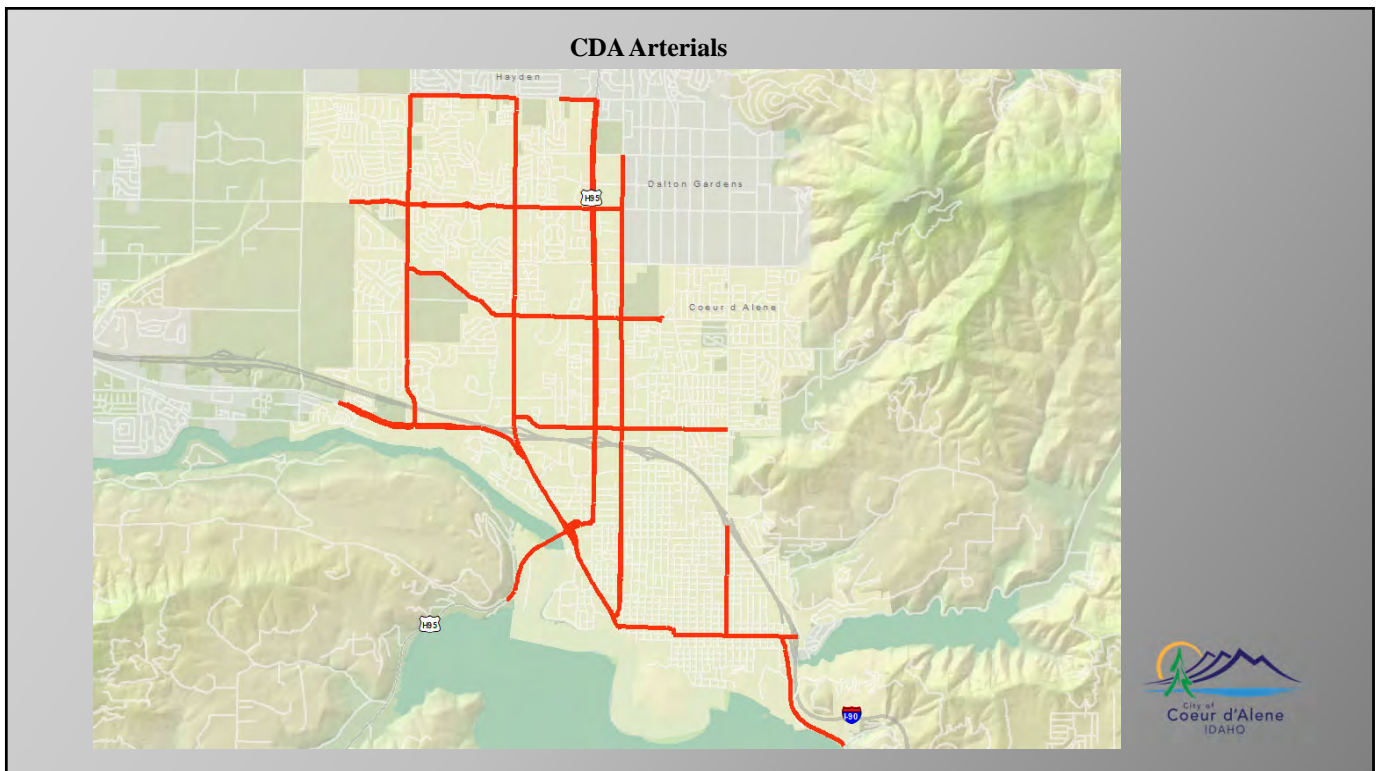
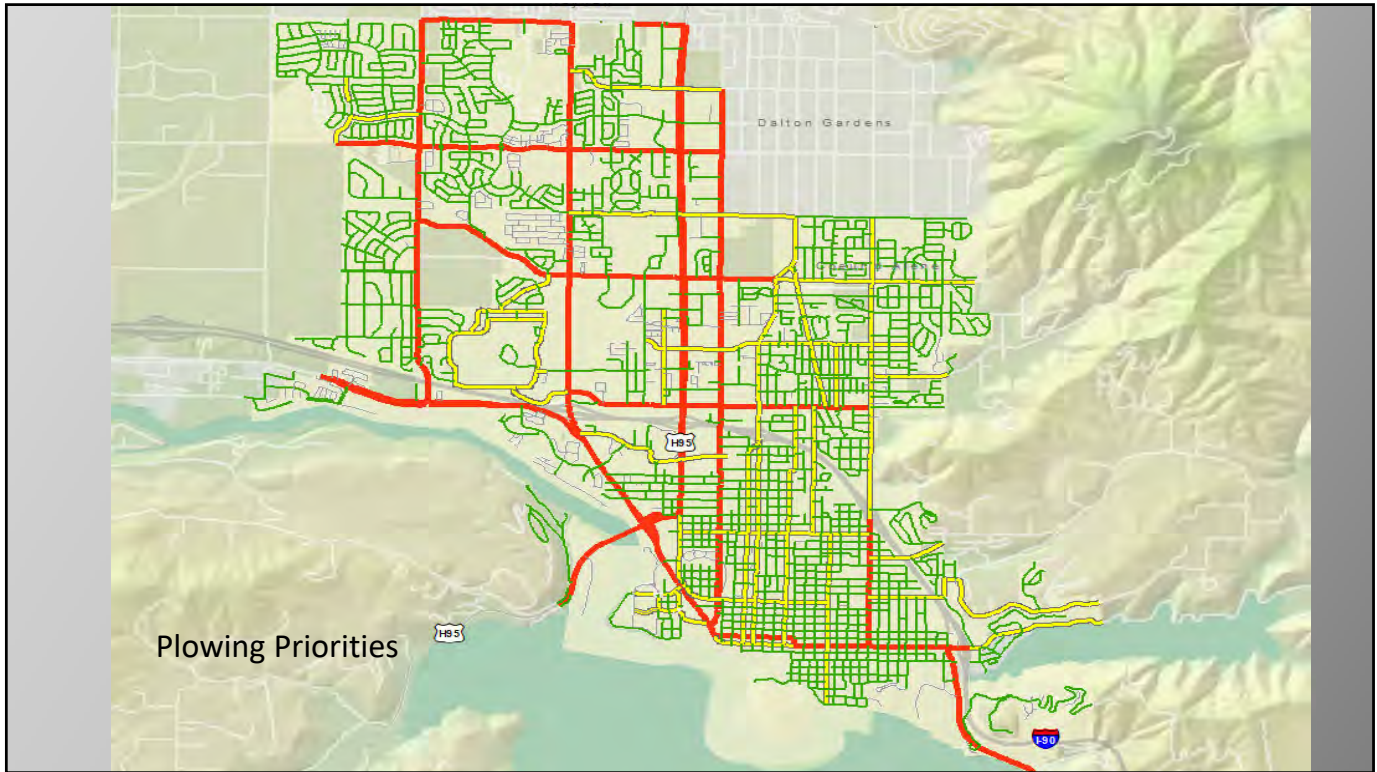
Condition Yellow

Frozen moisture, freezing rain, or 0-2" of snowfall on roadway surface.

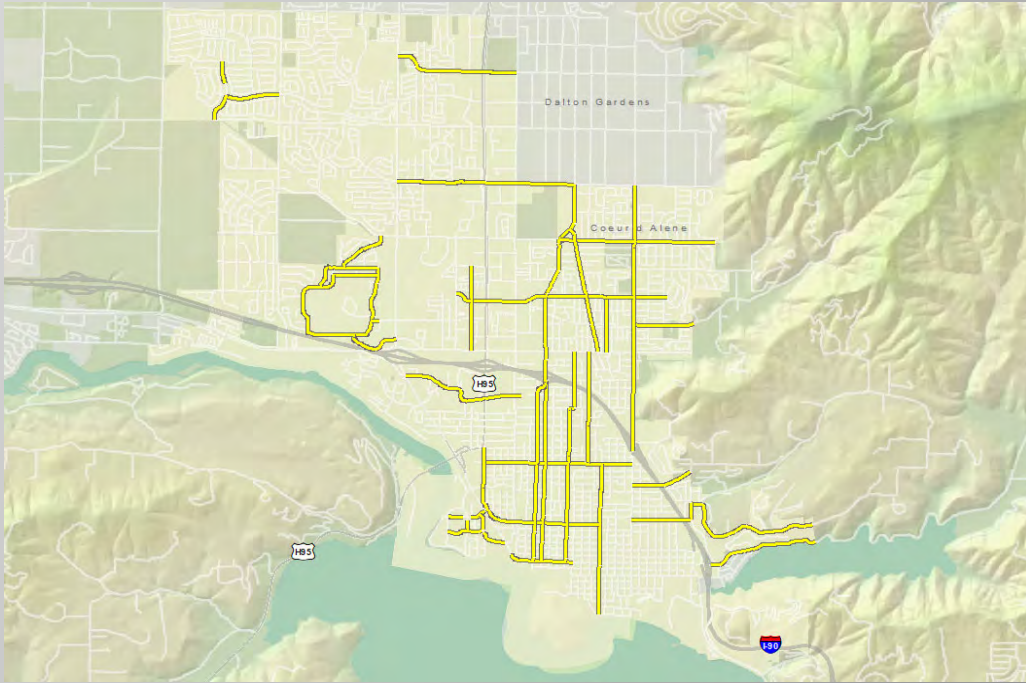
Condition Green

Roadways can be dry with surface temperatures either above or below freezing or roadways can be wet with surface temperatures above freezing.

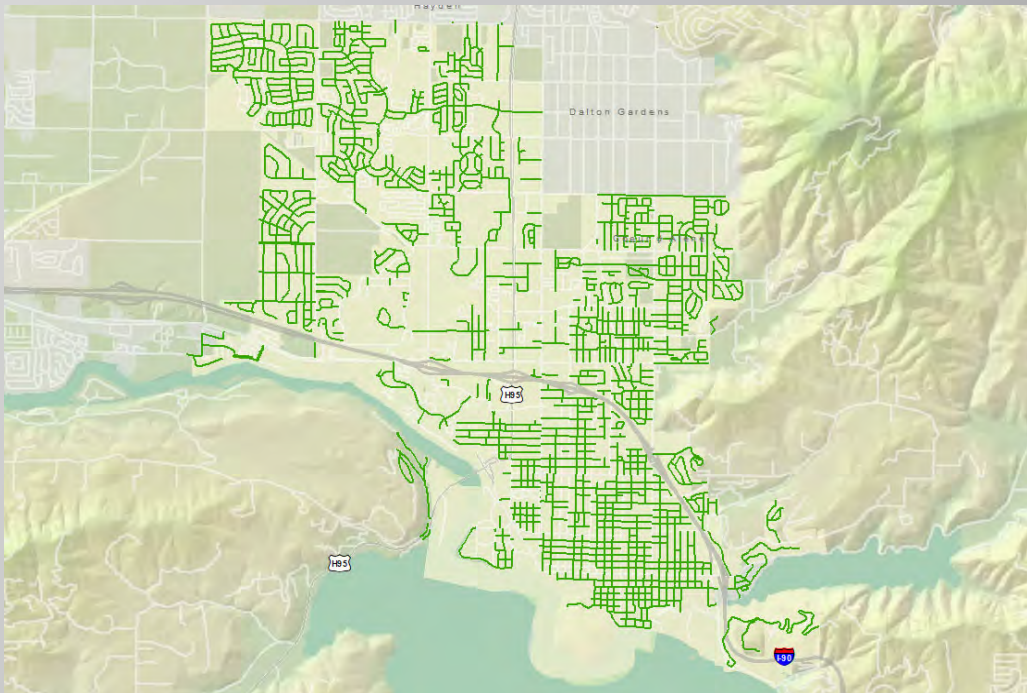




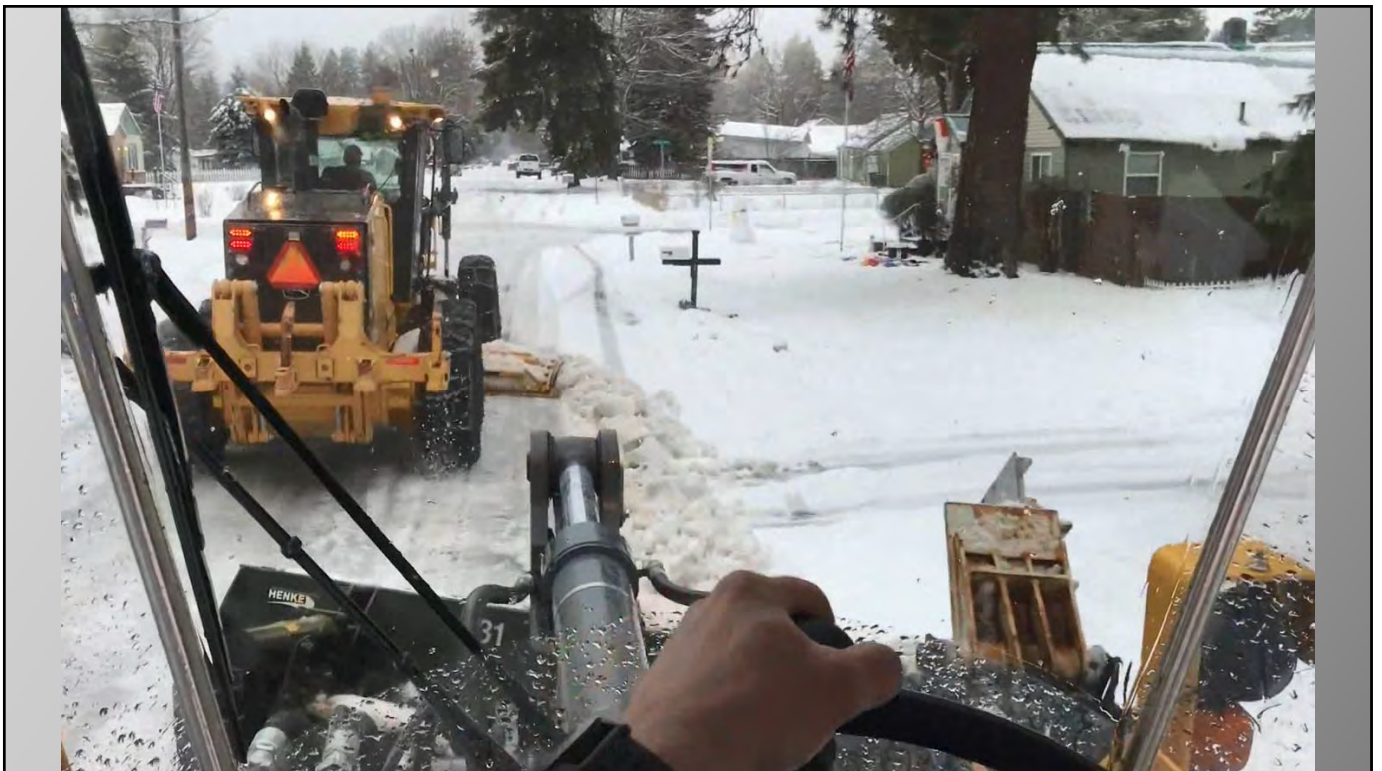
CDA Collectors



CDA Residential











Street
Parking



Alleyways are
not plowed





Sidewalks
Abutting Property
Owner is Responsible
for Clearing

Ordinance No. 3563
Sec. 12.24.020
Sec. 12.24.025



(Municipal Code 12.32.060) It is unlawful for any person to deposit, or cause to be deposited, thrown upon or moved onto any public street, sidewalk, thoroughfare, or other public property, any snow, ice, dirt, soil, rocks or debris which has accumulated on any private property. (Ord. 1559 S 1,1978).



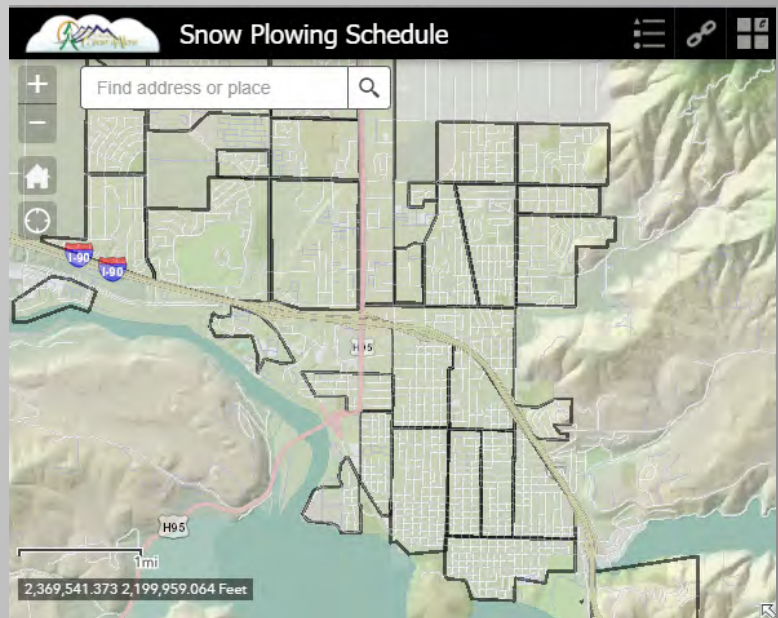




SNOW PLOWING MAP

This map is updated during storms when plowing is necessary.

Our goal is to have the entire community plowed within 40 hours.

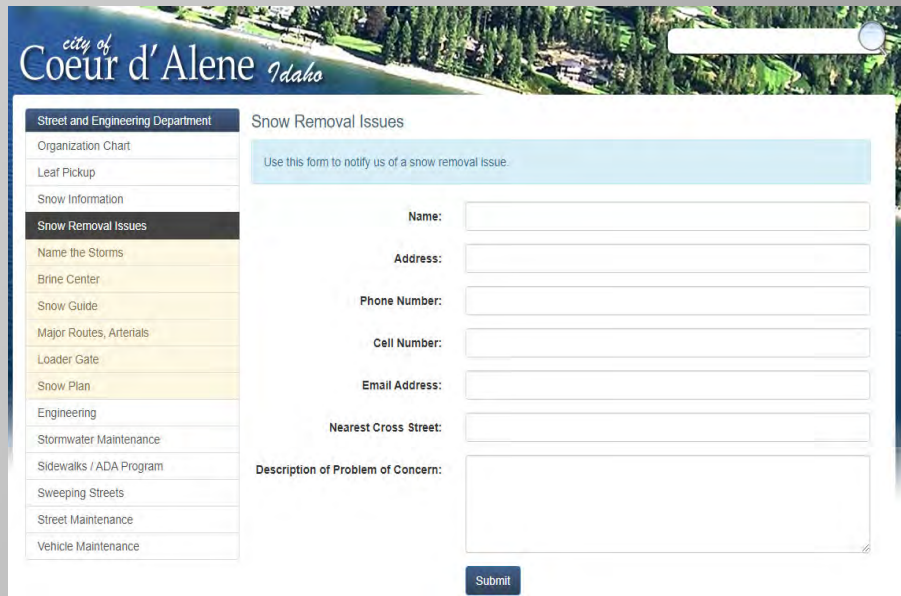


<https://maps.cdaid.org/snowplow/>



SNOW REMOVAL ISSUES

- Online reporting at www.cdaid.org
- Office Hours
7:00 am to 3:30 pm
- Snow Line Number
(208)769-2233



The screenshot shows a web page for reporting snow removal issues. At the top, there is a header with the City of Coeur d'Alene logo and a search bar. Below the header is a navigation menu with the following items: Street and Engineering Department, Organization Chart, Leaf Pickup, Snow Information, Snow Removal Issues (highlighted), Name the Storms, Brine Center, Snow Guide, Major Routes, Arterials, Loader Gate, Snow Plan, Engineering, Stormwater Maintenance, Sidewalks / ADA Program, Sweeping Streets, Street Maintenance, and Vehicle Maintenance. The main content area is titled "Snow Removal Issues" and contains a light blue box with the text "Use this form to notify us of a snow removal issue." Below this are several input fields: Name, Address, Phone Number, Cell Number, Email Address, and Nearest Cross Street. A larger text area is labeled "Description of Problem of Concern:". A "Submit" button is located at the bottom right of the form.



ANNOUNCEMENTS

Memo to Council

DATE: November 17, 2022

RE: Appointment to Boards/Commissions/Committees

The following appointment is presented for your consideration for the December 6, 2022, Council Meeting:

SALLY SHORTRIDGE Arts Commission (Appointment)

Ms. Shortridge's data sheet has been placed by the inter-office mailboxes.

Sincerely,

Sherrie Badertscher
Executive Assistant

cc: Renata McLeod, City Clerk

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 15, 2022

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 November 15, 2022, at 6:00 p.m., there being present the following members:

James Hammond, Mayor

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

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

INVOCATION: Jason Nye with CDAIDE led the invocation.

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

ANNOUNCEMENTS:

Councilmember Miller said she attended the Joint Government North Idaho Building Contractors Association meeting today and the Coeur d'Alene School District had presented information on their upcoming spring levy request. She noted the City of Post Falls presented a draft of their proposed impact fees, and she requested feedback from City staff on the plan to update the City's impact fees. She said the Regional Housing and Growth Issues Partnership group met last Thursday and the meeting was well attended, information was well received, and there was great dialogue amongst planning and zoning commissioners in regard to preserving housing for local workers.

Councilmember Wood mentioned the Parks & Recreation Commission had met last night and shared a great presentation that she asked them to share it with the Council at a future date. She thanked the Streets Department for working on picking up leaves and pine needles in a few neighborhoods and noted it wasn't a full leaf pickup this year. She said she would like Council to supply input to staff on how the Lake District URD closure funds will be spent and would like to have dialogue before projects came to Council for approval. She suggested it would be helpful for a Council representative to sit in on Executive Team (ET) meetings in order to participate in team discussions.

Councilmember Gookin agreed with Councilmember Wood regarding attending the ET meetings. He also mentioned he had received an email from an architect named Dale regarding the high-rise development approved for Front Avenue at 3rd Street. He agreed with Dale's concerns of preserving the legacy of the main street's character, and said it was important to preserve the character of Sherman Avenue. He said he would like to have further discussions regarding Downtown development.

MOTION: Motion by Gookin, seconded by Wood, to place an item on a future Council meeting agenda to discuss the potential of height and parking restrictions in the Downtown Overlay District. **Motion carried.**

DISCUSSION: Councilmember McEvers noted the discussion regarding height restrictions had begun in the 1980's and 1990's and the current regulations have been in the works for many years and he wasn't sure it would be okay to change it now. He said there were issues with high-rises, some issues had been discussed for many years, many people wanted to live downtown, and building up seemed to be an option. He felt there was room for compromise. Councilmember Evans stated she was happy to have the discussion and wished to give staff time to bring forward information on the downtown core and overlay changes. Mayor Hammond noted he would work with the City Administrator to bring the subject forward at a later date.

Mayor Hammond wished to recognize the Police Department on their recent re-accreditation. He noted accreditation was a large issue lately, was a way of setting a level of standards and service, and thanked Police Chief White and his department for the great work in achieving re-accreditation.

Mayor Hammond requested the appointments of Kate Walker and Alesa Momerak to the Arts Commission, and Grayson Storey (as the Student Rep Alt.) to the Pedestrian/Bicycle Advisory Committee.

MOTION: Motion by Evans, seconded by McEvers, to appoint Kate Walker and Alesa Momerak to the Arts Commission and Grayson Storey (as the Student Rep Alt.) to the Pedestrian/Bicycle Advisory Committee. **Motion carried.**

CONSENT CALENDAR:

1. Approval of Council Minutes for the November 1, 2022, Council Meeting.
2. Approval of the General Services/Public Works Committee meeting held November 7, 2022.
3. Setting of the General Services/Public Works Committee meeting for November 21, 2022.
4. Approval of Bills as Submitted.
5. Approval of Financial Report.
6. Approval of Cemetery lot transfer from John Filler Sr. to John Filler Jr.; Section D, Block 18, Lot 23, Forest Cemetery.

As Recommended by the City Clerk

7. Approval of **Resolution No. 22-054** – A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE FOLLOWING:

AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH ARCHITECTS WEST, INC, IN THE AMOUNT OF \$7,750.00.; APPROVAL OF THE PURCHASE OF MIOX ONSITE CHLORINE GENERATOR FROM FILTRATION TECHNOLOGY IN THE AMOUNT OF \$98,895.00; PROFESSIONAL SERVICE AGREEMENT WITH J-U-B ENGINEERS, INC., IN AN AMOUNT NOT TO EXCEED \$313,900.00; AND AWARD OF BID TO LOWEST RESPONSIVE BIDDER FERGUSON WATERWORKS IN THE AMOUNT OF \$99,652.80, FOR THE PURCHASE OF ARMORCAST METER BOXES.

MOTION: Motion by McEvers, seconded by Miller, to approve the Consent Calendar as presented, including **Resolution No. 22-054**.

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

PUBLIC COMMENTS:

Suzanne Knutson, Coeur d'Alene, spoke in regard to the Planning Commission's approval of the Coeur Terre development, was concerned about increased traffic in the Indian Meadows neighborhood, and invited the Council to visit the neighborhood.

Madelyn Knutson, Coeur d'Alene, spoke of concerns of using her neighborhood streets as connectors for the Coeur Terre project. She said the increased traffic was a concern and noted there was a lot of wildlife that resided in the area. She asked that a study be done on impacts the development would have on the neighborhood.

Katherine Hall, Coeur d'Alene, spoke about the Indian Meadows area, future development and impacts of increased traffic in her established neighborhood. She would like to have the existing streets left as they were.

RESOLUTION NO. 22-055

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AN ENGAGEMENT OF SERVICES AGREEMENT WITH GRANICUS FOR SHORT-TERM RENTAL HOST COMPLIANCE SERVICES IN THE AMOUNT OF \$38,093.87.

STAFF REPORT: Municipal Services Director Renata McLeod said City staff had been asked by Council to research and recommend amendments to the Short-Term Rental (STR) code. At a Joint Workshop with the Planning Commission and City Council, held on October 24, 2022, it was noted that some neighborhoods felt there were too many STRs within their block, and many of those that testified at the workshop requested more specific data. She mentioned that during interviews with several host compliance service companies, it was estimated the City had 840 – 1200 vacation rentals, with only 453 legally permitted. In order for staff to make the best recommendations on how to proceed with future permitting, it was important to identify where the

illegal rental units were located and what affect they were having on neighborhood integrity. She noted there were now over 70 rental sites on the internet, and the City does not have the resources to monitor all the sites, whereas the host compliance companies have programs and staffing to perform the services. She said it had been estimated to take six (6) weeks for the companies to complete the review and provide a listing of rentals and owners to the City. She noted staff had contacted three (3) companies and engaged in two (2) site demonstrations and dashboard reviews that staff would use. All companies offer the following services: Identification, notification, 24/7 hotline, compliance letters/documentation based on the City's code, issuance of permits, and collection of fees. The third company was not willing to separate services, but requested they still be considered if the City decided to have a company issue permits in the future. Staff recommends the services of Granicus, Inc., as they were willing to work with the City's timeline, combine GIS mapping, separate out their modules, as well as having a user-friendly platform for staff to access. She said staff would work to provide the enforcement workflow for the 24/7 hotline to ensure documentation of all violations and appropriate staff were notified, i.e., Police, Code Enforcement, and/or Municipal Services (Licensing). The cost for Granicus' services would be included in the March permit fees, which should include all costs associated with providing the permits. Currently, the City has 453 issued permits, therefore, including the technology fee from Granicus and divided by 453 permits would increase the permit fee by \$84.09 each. She said based on the current permit fee, the first-year permit would increase from \$285 to \$369.09, and renewals would increase from \$96.00 to \$180.09. She mentioned that at this time, City Council had not yet determined if there would be a maximum number of permits, how current permits would be reviewed or renewed, and any other costs associated with the program (such as inspections). She noted any additional costs would have to come forward as a public hearing. She said Granicus would provide the following services: Property identification module, 24/7 hotline, compliance monitoring. She asked Council to approve the agreement with Granicus for STR host compliance services in the amount of \$38,093.87, with the intent that a fee increase hearing be scheduled in December, in order to add the cost to the STR permits beginning in March 2023.

DISCUSSION: Councilmember English asked if there would be a fee decrease if non-permitted units were brought into compliance and properly permitted, and had staff looked at other host compliance companies, with Ms. McLeod responding the fee amount changing was an unknown as it would depend on the number of STRs permitted in the future, and that staff had researched several companies and Granicus integrated well with GIS services and provided great customer service. Councilmember Gookin asked about the 24/7 hotline and if the service would help identify complaints, with Ms. McLeod responding it would help and it would be important to encourage community members to report complaints to the hotline. Councilmember Wood said during the previously held Joint Workshop, those in attendance commented that there was no reliable data, and she believed the host services agreement with Granicus would provide the needed information and she was in support of it. She noted Mayor Hammond had created a STR Committee in which Councilmembers Gookin, Evans and Miller were a part of, and they would be reviewing information as the item moved forward. She asked what was the Police Department's input and role, with Ms. McLeod clarifying they would still uphold City ordinances, and the hotline would help prioritize calls. Ms. McLeod said the Police Department would be a part in developing the workflow to ensure the calls were handled in accordance to their needs. Councilmember Wood said she was in support of a citizen's commission and felt it would be helpful in educating the public and property owners on STR rules in the City. Councilmember Gookin noted he had

received emails and feedback regarding why legal permitted STR owners would have to pay higher permit fees because of the non-permitted units, and explained that was the way a civilized society worked with those that could shoulder the burden doing so for those who could not. Mayor Hammond noted that if done correctly, fees would be spread out evenly amongst all the licensed STRs in the City.

MOTION: Motion by Gookin, seconded by Evans, to approve **Resolution No. 22-055**, approving an agreement with Granicus for Host Compliance Services.

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

RESOLUTION NO. 22-056

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AGREEMENTS WITH ST. VINCENT DE PAUL AND TESH, INC., FOR GRANTS IN THE CDBG PLAN YEAR 2022.

STAFF REPORT: CDBG Specialist Chelsea Nesbit requested Council authorize staff to proceed with agreements using 2022 CDBG funds, with TESH Inc., and St. Vincent de Paul of North Idaho, for their projects supporting public facility improvements. She said the City receives an annual allocation from the Housing and Urban Development Agency (HUD), and using roughly half the funding, the City manages an annual Community Opportunity Grant accepting proposals for projects benefitting low to moderate income Coeur d'Alene residents and neighborhoods. She said based on the 2022 Annual Action Plan, \$192,367 was budgeted for Community Opportunity Grants. She noted the minimum grant request was set at \$35,000 in order to reduce the amount of staff time required to manage each awarded grant recipient. Of the total funding available, a maximum of 15% of the total allocation could be allocated to public service type grants, including the \$10,000 annual Meals on Wheels allocation. On August 9, 2022, and August 23, 2022, the City advertised the request for proposals. Additionally, the funding availability notice was posted to the City's webpage, Facebook, CDA-TV, and shared via direct phone calls, flyers, and group emails to all 189 contacts on the stakeholders list, which includes many service organizations and interested parties that specifically provide services to low to moderate income citizens. She said an educational workshop was held on August 25, 2022, and the workshops were publicly advertised and provided information on CDBG eligibility overview and technical assistance. She noted the grant cycle was open from August 9, 2022, through September 22, 2022. The Volunteer Ad Hoc Grant Review Team met on October 25, 2022, to review and rate the applications. She said the 2022 total allocation from HUD was \$349,112 and of that amount, \$192,367 was allocated to the Community Opportunity Grant in which the public service maximum may be 15% of the annual allocation. She noted Lake City Center's Meals on Wheels program had already been awarded \$10,000 of the public service allocation. She said the Volunteer Ad Hoc Grant Review Team recommended the following allocations: Public Service Project Requests-Lake City Center-Meals on Wheels Annual Grant \$10,000 (previously funded); Public Facility Project Requests-TESH, Inc. in the amount of \$63,944, and St. Vincent de Paul of North Idaho in the amount of \$128,423. Ms. Nesbit noted that authorizing the grant awards would allow TESH and St. Vincent De Paul to move forward with their projects supporting public facilities improvements. She said

that all committee funding recommendations would support projects for at-risk members of Coeur d'Alene's low-to-moderate income community and meet HUD project and activity standards.

Marcie Hartsell of TESH, Inc., thanked the Council for previous funding and noted their purpose was to serve disabled individuals and served approximately 400 people each year. She noted 98% of those adults served were low income. She said the cost to serve individuals at TESH was \$6,800 per client and they received \$5,600 on average from the government to provide the services. She said the difference was made up by fundraising and seeking grants. They would like to update their lighting fixtures, install lighting controls in classes and breakrooms, and install lighting in their three (3) outdoor parking areas and building entrances. She said the lighting upgrades would save about \$400 each month on utility bills, and the lighting would help make the parking areas safer for their clients and staff.

Larry Riley of St. Vincent de Paul, gave an overview of their project to remodel and upgrade the restroom and conference room of the help center. He said they had asbestos in the ceiling tiles that required remediation during the remodel and it had increased the costs of the project immensely. He mentioned many groups used the facility, as it was centrally located, and it now needed a few improvements. He thanked the Council for their previous support.

DISCUSSION: Councilmember McEvers noted the building was 1960's construction, it had worked out well with St. Vincent de Paul taking over ownership of the building. Councilmember English noted the parking lot lighting addition was a critical upgrade needed at TESH, Inc. Councilmember Evans asked if one of the projects didn't use all of the funds would the funds be available for the other projects, with Ms. Nesbit confirming the funds would go back to fund another project.

MOTION: Motion by English, seconded by Miller, to approve **Resolution No. 22-056**, approving CDBG Agreements using 2022 Community Opportunity Grant Funds with TESH, Inc., in the amount of \$63,944, and St. Vincent de Paul of North Idaho in the amount of \$128,423.

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

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

The meeting adjourned at 7:11 p.m.

ATTEST:

James Hammond, Mayor

Sherrie L. Badertscher
Executive Assistant

November 21, 2022
GENERAL SERVICES/PUBLIC WORKS COMMITTEE
MINUTES
12:00 p.m., Library Community Room

COMMITTEE MEMBERS

Council Member Woody McEvers, Chairperson
Council Member Kiki Miller – ABSENT
Council Member Dan Gookin

STAFF

Juanita Knight, Senior Legal Assistant
Randy Adams, City Attorney
Troy Tymesen, City Administrator
Terry Pickel, Director, Water Department
Bill Greenwood, Director, Parks & Recreations Department

Item 1. Approval of Consultant Services Agreement with J-U-B Engineers, Inc., for the 2022 Water Comprehensive Plan Update, in the Amount of \$207,700.00.

(Consent Resolution)

Terry Pickel, Director, Water Department, is requesting approval of a Consultant Services Agreement with J-U-B Engineers, Inc., for the 2022 Water Comprehensive Plan Update in the amount of \$207,700.00. Mr. Pickel said at the November 1st City Council Meeting he presented a request to apply for a planning grant and half of this 2022 Plan Update contract would be paid from that grant. He said the plan update is needed by DEQ in order to approve the grant. Mr. Pickel gave a presentation that outlined the current plan adopted in 2012 as well as what will be in the 2022 Comprehensive Plan update. Mr. Pickel said the previous plan cost the City approximately \$166,000.00. The current request for the Consultant Services Agreement with J-U-B is for \$207,700.00.

Councilmember McEvers asked if water rights are banked until another well is needed. Mr. Pickel said the City has to have enough water rights to meet the peak hour water demand, which we did not have in the existing plan. Staff has worked with development to acquire additional rights so that the City has sufficient rights today to meet peak hour demand. Any new wells would need to have additional water rights acquired.

Councilmember McEvers asked if water rights come from property owners when they want to develop. Mr. Pickel said yes. Or, the City will request those to be assigned from Idaho Department of Water Resources.

Councilmember McEvers asked Mr. Pickel to explain more about the lake water rights being taken away. Mr. Pickel said it was lost through the IDWR water rights adjudication process. The City has to prove beneficial use. Due to the lack of record keeping from Idaho Water they were unable to prove that all 26 cfs were being utilized, however, they were able to prove that 13.4 cfs was utilized. Therefore, during the process, the City lost those lake water rights. Mr. Pickel noted that the lake water is used to irrigate the city parks.

MOTION: by Gookin, seconded by McEvers, to recommend that Council approve the Consultant Services Agreement with J-U-B Engineers, Inc., for the 2022 Water comprehensive Plan Update in the amount of \$207,700.00. Motion Carried.

Item 2. Approval of a three-year Lease Agreement, with option to renew for three years, with Panhandle Kiwanis Club for the Taste of Coeur d'Alene Event.
(Consent Resolution)

Bill Greenwood, Director, Parks & Recreation Department is requesting approval to renew the agreement with the Panhandle Kiwanis Club (Kiwanis) for the Taste of the Coeur d'Alene event during the first weekend in August for three (3) years, with an option to renew for three (3) additional years at the end of the 2025 season. Mr. Greenwood explained in his staff report that the Taste of the Coeur d'Alene event has been held in City Park for the past 30 years. The Kiwanis requested a renewal of their three-year agreement to assure the dates and times of the annual event. The Kiwanis will pay the City a fee for use of the Park. The fee covers booth space including vendors and concessions. Overtime costs are usually associated with special events and those costs are also paid to the City by the event sponsor. The fee covers all costs associated with the event. The Kiwanis purchased the Taste of Coeur d'Alene event from the Festivals Committee approximately 13 years ago. This event is a favorite amongst locals and visitors, and occurs at the same time as Art on the Green and the Downtown Street Fair.

MOTION: by Gookin, seconded by McEvers, to recommend that Council approve a three-year Lease Agreement, with the option to renew for three (3) years, with Panhandle Kiwanis Club for the Taste of Coeur d'Alene Event. Motion Carried.

Item 3. Approval to submit a Grant Application to the Idaho Department of Parks and Recreation (IDPR) Waterfront Improvement Fund for the purchase of a new boat docks for the 3rd Street Mooring Docks Replacement Project.
(Consent Resolution)

Bill Greenwood, Director, Parks & Recreation Departments is requesting approval to apply for a Waterfront Improvement Fund grant to purchase new boat docks at the 3rd Street Mooring Docks. Mr. Greenwood explained in his staff report that the 3rd Street Mooring Docks were originally installed in 2000 with grant money, and for 22 years the docks have seen a high amount of usage by the boating public in the summer months. The docks were built with wood and the City has paid over \$45,600 to repair the docks over the past five years. If they aren't replaced, the cost will continue to grow. Many of the timber floats are rotted and make purchase for the bolts difficult, which is important to keep the docks from separating.

The largest portion of the funds for the boat dock and piling purchase will come from a state-funded WIF grant, with the Coeur d'Alene Parks Department providing the grant match dollars. The grant match funds will come from the City's Waterfront Improvement Fund, paid for by boat launch user fees.

City Waterfront Improvement Fund (funds from user fees):	\$150,000.00
State Waterfront Improvement Fund Grant (state gas tax):	\$350,000.00
Total:	\$500,000.00

Mr. Greenwood further explained that the internal framework of the new docks will be steel with polystyrene floats. The deck will be made of composite material. The docks have a projected lifespan of 50-years before needing replacement, as compared to 15-to- 20 years for wooden docks.

MOTION: by Gookin, seconded by McEvers, to recommend that Council approve a request to submit a grant application to the IDPR Waterfront Improvement Fund for the purchase of new boat docks for the 3rd Street Mooring Docks Replacement Project. Motion Carried.

The meeting adjourned at 12:13 p.m.

Respectfully submitted,
Juanita Knight
Senior Legal Assistant
Recording Secretary

DATE: NOVEMBER 9, 2022
TO: MAYOR AND CITY COUNCIL
FROM: PLANNING DEPARTMENT
RE: SETTING OF PUBLIC HEARING DATE: JANUARY 17, 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.

<u>ITEM NO.</u>	<u>REQUEST</u>	<u>COMMISSION ACTION</u>
ZC-2-22	Applicant: Richard and Susan Bennett Location: 1095 E. TIMBER LANE Request: A proposed zone change from R-3 to R-8	<i>Recommended approval</i> QUASI-JUDICIAL

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **January 17, 2023**.

CITY COUNCIL STAFF REPORT

DATE: December 6, 2022
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: **SS-22-14c, Cottage Grove Condominiums Project No. 4, Final Plat Approval**

DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat document, a one (1) lot, five (5) unit residential condominium subdivision.

HISTORY

Applicant: Dennis Crowley, Property Owner
Paramount Enterprises, LLC
321 W. Galena Street
Butte, MT 59701

Location: 1831 N. Lakewood Drive

FINANCIAL ANALYSIS

There are no financial issues with this development.

PERFORMANCE ANALYSIS

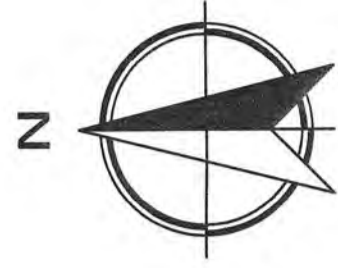
This is a re-plat, of Lot 1, Block 4, Cottage Grove Second Addition and adding Units 301, 302, 303, 304 and 305 located in Coeur d'Alene, into a one (1) lot, five (5) unit condominium plat. All infrastructure improvements were addressed during the construction of the residential units on the subject property, and the property is now fully developed and ready for final plat approval.

DECISION POINT RECOMMENDATION

City Council approval of the final plat document

COTTAGE GROVE CONDOMINIUMS PROJECT AMENDMENT NO. 4

LOT 1, BLOCK 4, COTTAGE GROVE SECOND ADDITION AND ADDING UNITS 301, 302, 303, 304 AND 305
 LOCATED IN THE SW 1/4 OF SECTION 26, TOWNSHIP 51 N., RANGE 4 W., BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO



H-Scale 1" = 30'



LEGEND

- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP, P.L.S. 5289, OR AS NOTED
- ⊙ FOUND 5/8" REBAR WITH 1 1/2" ALUMINUM CAP, P.L.S. 5289, OR AS NOTED
- SET 5/8" x 24" REBAR WITH YELLOW PLASTIC CAP, P.L.S. 9367
- ◆ SET 1/2" x 24" REBAR WITH YELLOW PLASTIC CAP, P.L.S. 9367
- CALCULATED POSITION, NOTHING FOUND OR SET
- LCA LIMITED COMMON AREA

REFERENCES

- IN RECORDS OF KOOTENAI COUNTY, IDAHO:
- R-1 PLAT OF COTTAGE GROVE SECOND ADDITION BY RUSSELL G. HONSAKER PLS 5289, RECORDED IN BOOK 'K' OF PLATS, PAGE 456, UNDER INSTRUMENT NO. 2460169000.
 - R-2 COTTAGE GROVE CONDOMINIUMS BY MARK W. DUFFNER PLS 9905, RECORDED IN BOOK 'L' OF PLATS, PAGE 450, UNDER INSTRUMENT NO. 2748541000.
 - R-3 COTTAGE GROVE CONDOMINIUMS PROJECT AMENDMENT NO.3 BY JOSHUA A. BAGLEY PLS 12110, RECORDED IN BOOK 'L' OF PLATS, PAGE 681, UNDER INSTRUMENT NO. 2889486000.
 - R-4 THERETO UNDER INSTRUMENT NO'S. 2748542000, 2750166000, 2886537000 AND 2889485000.

NOTES

1. THERE WAS NO ATTEMPT MADE TO SHOW PHYSICAL FEATURES OF THE PROPERTY, OR TO SHOW ANY NON-RECORDED EASEMENTS, EXCEPT FOR THOSE SHOWN HEREON.

BASIS OF BEARING

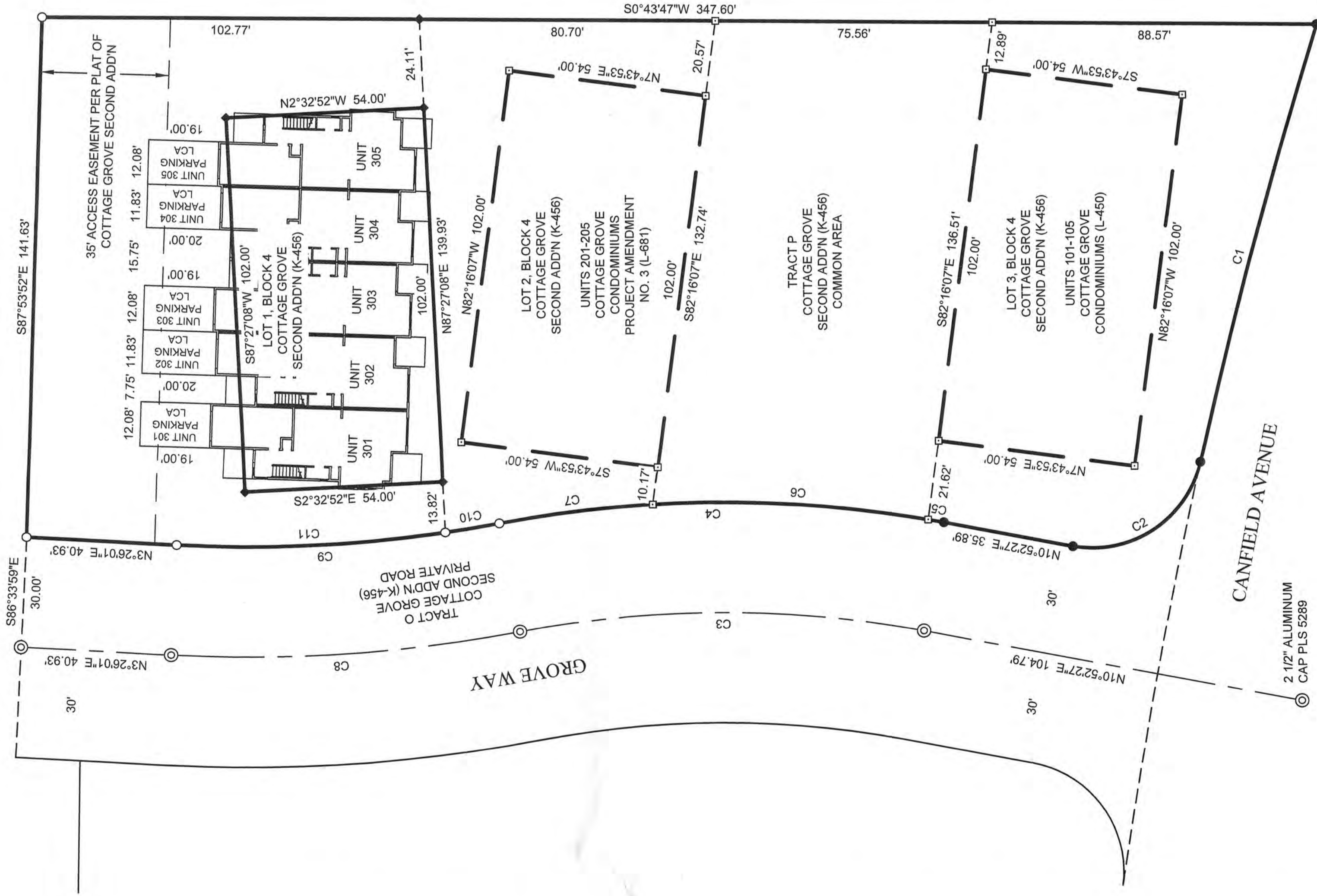
SOUTH 00°43'47" WEST ALONG THE EAST LINE OF BLOCK 4 PER R-1, R-2, AND R-3.

SURVEYOR'S NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO ADD UNITS 301-305 TO THE COTTAGE GROVE CONDOMINIUM PROJECT AND TO DEFINE THE SIZE AND LOCATION OF SAID UNITS. SURVEY MONUMENTS WHERE FOUND/Held AS DEPICTED HEREON.

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD	CRD. DIST.
C1	1570.00'	123.41'	4°30'14"	N74°42'20"W	123.38'
C2	30.00'	45.99'	87°49'54"	S33°02'30"E	41.62'
C3	300.00'	110.72'	21°08'45"	N0°18'04"E	110.09'
C4	330.00'	121.79'	21°08'45"	N0°18'04"E	121.10'
C5	330.00'	4.33'	0°45'06"	N10°29'54"E	4.33'
C6	330.00'	75.36'	13°05'04"	N3°34'48"E	75.20'
C7	330.00'	42.10'	7°18'34"	N6°37'01"W	42.07'
C8	400.00'	95.68'	13°42'19"	S3°25'09"E	95.45'
C9	370.00'	88.50'	13°42'19"	S3°25'09"E	88.29'
C10	370.00'	15.01'	2°19'28"	S9°06'34"E	15.01'
C11	370.00'	73.49'	11°22'51"	S2°15'25"E	73.37'



COTTAGE GROVE CONDOMINIUM #4

COTTAGE GROVE SECOND ADDITION
 SECTION 26, TOWNSHIP 51 NORTH, RANGE 4 WEST,
 BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO

DATE SURVEYED: 9/27/2022

DRAFTED BY: DTL

SHEET

1

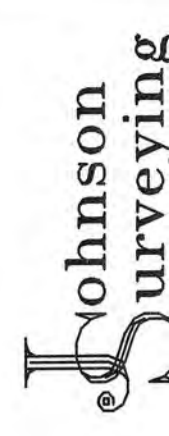
4

FILE NAME: 22-252 SURVEY

CHECKED BY: CJJ

PROJECT No.: 22-252

FLOT DATE: 10/18/2022

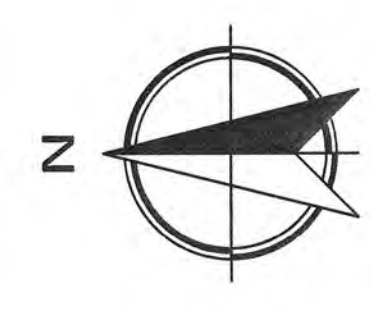


P.O. Box 2544 Post Falls, ID 83877
 208-680-2351
 johnsonsurveyingnw.com

COTTAGE GROVE CONDOMINIUMS PROJECT AMENDMENT NO. 4

LOT 1, BLOCK 4, COTTAGE GROVE SECOND ADDITION AND ADDING UNITS 301, 302, 303, 304 AND 305
 LOCATED IN THE SW 1/4 OF SECTION 26, TOWNSHIP 51 N., RANGE 4 W., BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK PAGE
 INST.#



- NOTES**
1. FINISHED FLOOR ELEVATION: 2275.94 (NAVD 88)
 2. CEILING HEIGHT: 9'
 3. THE CONSTRUCTION PLANS FOR COTTAGE GROVE CONDOMINIUMS WAS PROVIDED BY MOMENTUM ARCHITECTURE AND RELIED UPON FOR THE INTERIOR DIMENSIONS SHOWN HEREON. PLAN DATE: 12/04/2020 AND REVISED 02/24/2021.
 4. AREA CALCULATIONS DO NOT INCLUDE EXTERIOR WALLS
 5. LCA - LIMITED COMMON AREA.



COTTAGE GROVE CONDOMINIUM #4
 COTTAGE GROVE SECOND ADDITION
 SECTION 26, TOWNSHIP 51 NORTH, RANGE 4 WEST,
 BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO

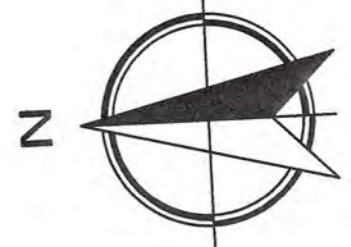
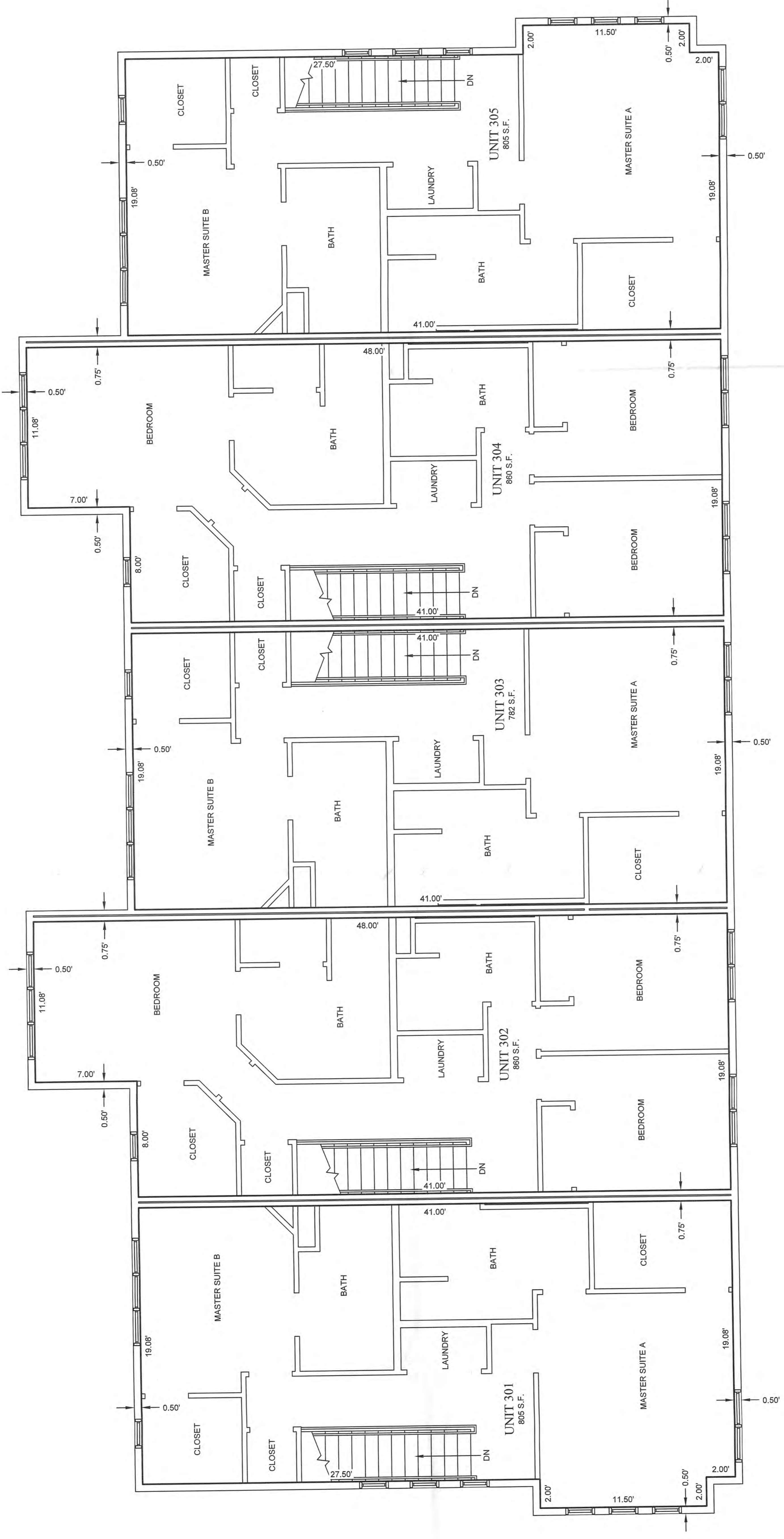
DATE SURVEYED: 9/27/2022	DRAFTED BY: DTL	PLOT DATE: 10/18/2022	SHEET 2
FILE NAME: 22-252 SURVEY	CHECKED BY: C.JJ	PROJECT No.: 22-252	4

Johnson Surveying
 P.O. Box 2544 Post Falls, ID 83877
 208-680-2351
 johnsonsurveyingnw.com

FIRST FLOOR

COTTAGE GROVE CONDOMINIUMS PROJECT AMENDMENT NO. 4

LOT 1, BLOCK 4, COTTAGE GROVE SECOND ADDITION AND ADDING UNITS 301, 302, 303, 304 AND 305
LOCATED IN THE SW 1/4 OF SECTION 26, TOWNSHIP 51 N., RANGE 4 W., BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



SHEET NOTES

1. FINISHED FLOOR ELEVATION: 2286.08' (NAVD 88)
2. CEILING HEIGHT: 9'
3. THE CONSTRUCTION PLANS FOR COTTAGE GROVE CONDOMINIUMS WAS PROVIDED BY MOMENTUM ARCHITECTURE AND RELIED UPON FOR THE INTERIOR DIMENSIONS SHOWN HEREON. PLAN DATE: 12/04/2020 AND REVISED 02/24/2021.
4. AREA CALCULATIONS DO NOT INCLUDE EXTERIOR WALLS



COTTAGE GROVE CONDOMINIUM #4
COTTAGE GROVE SECOND ADDITION
SECTION 26, TOWNSHIP 51 NORTH, RANGE 4 WEST,
BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO

DATE SURVEYED: 9/27/2022	DRAFTED BY: DTL	PLOT DATE: 10/18/2022	SHEET 3
FILE NAME: 22-252 SURVEY	CHECKED BY: CJJ	PROJECT No.: 22-252	4

Johnson Surveying

P.O. Box 2644 Post Falls, ID 83877
208-660-2351
johnsonsurveyingnw.com

COTTAGE GROVE CONDOMINIUMS PROJECT AMENDMENT NO. 4

LOT 1, BLOCK 4, COTTAGE GROVE SECOND ADDITION AND ADDING UNITS 301, 302, 303, 304 AND 305
LOCATED IN THE SW 1/4 OF SECTION 26, TOWNSHIP 51 N., RANGE 4 W., BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK _____ PAGE _____
INST.# _____

OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS: THAT PARAMOUNT ENTERPRISES, LLC, A MONTANA LIMITED LIABILITY COMPANY, IS THE DECLARANT OF THE COTTAGE GROVE CONDOMINIUMS AS RECORDED AT BOOK L OF PLATS, PAGE 450, RECORDS OF KOOTENAI COUNTY, IDAHO, AND IS HEREBY AMENDING SAID PROJECT TO ANNEX ADDITIONAL LANDS AND ADD ADDITIONAL UNITS AS SHOWN ON THIS PLAT TO BE KNOWN AS COTTAGE GROVE CONDOMINIUMS PROJECT NO. 4 AND HEREBY CONSENTS TO THE RECORDATION OF THIS DOCUMENT. THIS AMENDMENT IS AUTHORIZED UNDER ARTICLES 14 AND 15 OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF COTTAGE GROVE CONDOMINIUMS, RECORDED AS INSTRUMENT NO. 2748542000, RECORDS OF KOOTENAI COUNTY, IDAHO, AND AMENDMENTS THEREOF.

LANDS SUBJECT TO THIS PLAT BEING LOT 1, BLOCK 4 AND TRACT P COTTAGE GROVE SECOND ADDITION AS RECORDED IN BOOK K OF PLATS, PAGE 456, UNDER INSTRUMENT NO. 2460169000, RECORDS OF KOOTENAI COUNTY, IDAHO, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO.

TOGETHER WITH AND SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, COVENANTS, CONDITIONS, RESTRICTIONS AND AGREEMENTS OF RECORD IN VIEW OR APPEARING ON THIS PLAT.

ALL UNITS ARE SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED UNDER INSTRUMENT NO. 2748542000 AND AMENDED UNDER INSTRUMENT NOS. 2750166000, 2866537000, AND 2889485000.

ALL UNITS ARE FURTHER SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED UNDER INSTRUMENT NO. _____ WATER AND SANITARY SEWER TO BE PROVIDED BY THE CITY OF COEUR D'ALENE.

DENNIS CROWLEY, MEMBER
PARAMOUNT ENTERPRISES, LLC
AUTHORIZED UNDER ARTICLE 15.3 OF THE DECLARATION

DATE _____

NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF _____) S.S.
COUNTY OF _____)

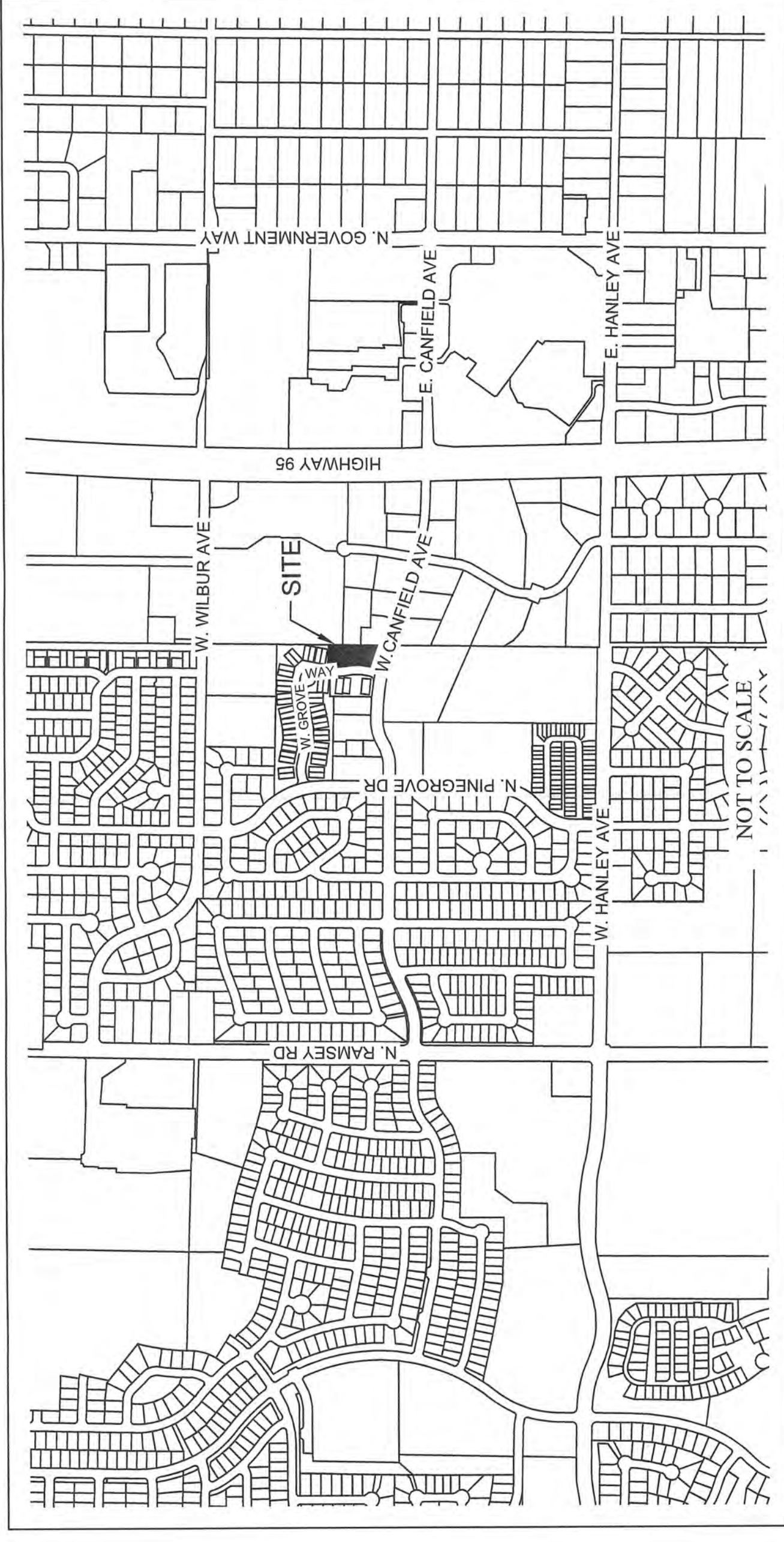
THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, IN THE YEAR OF 20____, BY DENNIS CROWLEY AS MEMBER OF PARAMOUNT ENTERPRISES, LLC.

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

RESIDING AT: _____

VICINITY MAP



RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO THIS _____ DAY OF _____, 20____ AT _____ M. AND DULY RECORDED IN BOOK _____ OF PLATS AT PAGE(S) _____ AND UNDER INSTRUMENT NO. _____ AT THE REQUEST OF _____

KOOTENAI COUNTY CLERK

BY: _____ DEPUTY CLERK

FEE PAID _____

PANHANDLE HEALTH DISTRICT

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON A REVIEW BY THE QUALIFIED LICENSED PROFESSIONAL ENGINEER (OLPE) REPRESENTING THE CITY OF COEUR D'ALENE AND THE OPLE APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR THE CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. WATER AND SEWER LINES HAVE BEEN COMPLETED AND SERVICES CERTIFIED AS AVAILABLE. SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

PANHANDLE HEALTH DISTRICT

DATE _____

COEUR D'ALENE CITY COUNCIL APPROVAL

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

THIS _____ DAY OF _____, 20____

COEUR D'ALENE CITY CLERK

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THIS _____ DAY OF _____, 20____ THAT THE REQUIRED TAXES ON THE HEREIN PLATTED LAND HAVE BEEN PAID THROUGH _____

KOOTENAI COUNTY TREASURER

COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND APPROVE THE SAME FOR RECORDING THIS _____ DAY OF _____, 20____

RODNEY E. JONES PLS 12463
KOOTENAI COUNTY SURVEYOR



SURVEYOR'S CERTIFICATE

I, CHAD J. JOHNSON, PLS 9387, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS IS A TRUE SURVEY OF THE PLATTED LAND MADE BY ME, OR UNDER MY DIRECT SUPERVISION, AND THAT APPLICABLE CORNER RECORDS HAVE BEEN FILED, IN COMPLIANCE WITH THE LAWS OF THE STATE OF IDAHO.

CHAD J. JOHNSON PLS 9387

DATE _____

COEUR D'ALENE CITY ENGINEER

THIS PLAT HAS BEEN EXAMINED AND APPROVED.
THIS _____ DAY OF _____, 20____

COEUR D'ALENE CITY ENGINEER



COTTAGE GROVE CONDOMINIUM #4

COTTAGE GROVE SECOND ADDITION
SECTION 26, TOWNSHIP 51 NORTH, RANGE 4 WEST,
BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO

DATE SURVEYED: 9/27/2022
FILE NAME: 22-252 SURVEY

DRAFTED BY: DTL
CHECKED BY: CJJ

PLOT DATE: 10/18/2022
PROJECT No.: 22-252

SHEET 4
4



P.O. Box 2544 Post Falls, ID 83877
208-680-2351
johnsonsurveyingnw.com

RESOLUTION NO. 22-057

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE FOLLOWING: AGREEMENT WITH J-U-B ENGINEERS, INC., FOR THE 2022 WATER COMPREHENSIVE PLAN UPDATE IN THE AMOUNT OF \$207,700.00; LEASE AGREEMENT WITH THE KIWANIS CLUB FOR THE TASTE OF COEUR D'ALENE EVENT IN CITY PARK; AND REQUEST BY THE PARKS & RECREATION DEPARTMENT TO APPLY FOR A WATERFRONT IMPROVEMENT FUND GRANT FOR NEW BOAT DOCKS AT THE 3RD STREET MOORING DOCKS.

WHEREAS, it has been recommended that the City of Coeur d'Alene enter into the agreements and take the 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 "C" and by reference made a part hereof as summarized as follows:

- A) Agreement with J-U-B Engineers, Inc., for the 2022 Water Comprehensive Plan update in the amount of \$207,700.00;
- B) Lease Agreement with the Kiwanis Club for the Taste of Coeur d'Alene event;
- C) Approval of request by the Parks & Recreations Department to apply for a Waterfront Improvement Fund grant to purchase new boat docks at the 3rd Street Mooring Docks; 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 "C" 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 and other documents as may be required on behalf of the City.

DATED this 6th day of December, 2022.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.

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

DATE: **NOVEMBER 21, 2022**

FROM: **TERRY W. PICKEL, WATER DEPARTMENT DIRECTOR**

SUBJECT: **APPROVAL OF CONSULTANT SERVICES AGREEMENT WITH JUB ENGINEERS, INC. FOR THE 2022 WATER COMPREHENSIVE PLAN UPDATE**

=====

DECISION POINT: Should City Council approve a Consultant Services Agreement with JUB Engineers, Inc., for the 2022 Water Comprehensive Plan Update in the amount of \$207,700.00?

HISTORY: The Idaho Department of Environmental Quality (DEQ) Drinking Water Rules require that all public water systems have a detailed plan in place which outlines the needs and planned improvements for the system. The Water Department has such a plan currently referenced as the 2012 Water Comprehensive Plan Update. There is no specific timeline required for updates under Drinking Water Rule other than if there are significant system improvements that not currently listed in a plan, a revision must be submitted. Staff endeavors to have the plan reviewed every ten years. The last such update was completed and adopted by City Council in 2012. The plan was very solid and thorough in planned system improvements. Staff has followed the planned improvements with minor adjustments to scheduling as needs arise. The majority of the projects listed have been completed or are under way. It is now time to evaluate those improvements, as well as identify any additional system deficiencies, in order to update the plan for the future. The plan serves as a guide for budgeting and project planning for the next ten to twenty years, as well as providing support information for rate and fee analyses.

FINANCIAL ANALYSIS: As Idaho Code does allow for use of the previous consultant to continue with a long-term project such as this (I.C. § 67-2320(4)), staff chose to utilize the previous consultant, JUB Engineers, Inc., to complete the new plan update in a more economical fashion. A revised scope of work was generated so that the consultant could provide a quote for the necessary services. The quote came back at \$207,700.00 and they let us know that DEQ had increased planning grants to \$100,000.00. At the time, the consultant also proposed to assist in submission of the planning grant application. With this in mind, staff budgeted for the plan update in conjunction with the proposed planning grant application to DEQ. As it is expected that it will take approximately 14 to 18 months to complete the update, including a thorough review by DEQ, staff included \$100,000.00 in the FY 2023 budget and planned the carryover and remaining balance to be included in the FY 2024 budget. The 2012 Water Comprehensive Plan Update cost approximately \$166,000.00.

PERFORMANCE ANALYSIS: The Water Comprehensive Plan is basically the planning and budgetary guide for the Water Department for the next decade. The selected consultant will model the entire system to determine where potential pressure and flow inefficiencies may exist. JUB Engineers, Inc., has developed an interactive model rather than a static model which provides real time reactions of the system to anticipated customer growth and peak system demands which includes irrigation and fire flow. Using the data from the model, the consultant will generate a list of improvements that will help to stabilize any deficiencies and compensate for new growth. Water rights will be evaluated to determine if additional rights would be required for new sources. Storage will be evaluated for maintenance and any possible required replacements. And as DEQ has

recently notified staff that the public water system will be reclassified as a Class IV system, up from the previous Class III due to population increase, the consultant will review the ramifications and staffing/licensure requirements for this change set to take place as of January 1, 2023. The final plan will be submitted to City Council for final approval and adoption.

DECISION POINT/RECOMMENDATION: City Council should approve a Consultant Services Agreement with JUB Engineers, Inc., for the 2022 Water Comprehensive Plan Update in the amount of \$207,700.00.

PROFESSIONAL SERVICES AGREEMENT

between

CITY OF COEUR D'ALENE

and

J-U-B ENGINEERS, INC.

for

2022/2023 WATER SYSTEM COMPREHENSIVE PLAN UPDATE

THIS Agreement is made and entered into this 6th day of December, 2022, 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 J-U-B Engineers, Inc., a corporation duly organized and existing in the state of Idaho, with its principal place of business at 2760 W. Excursion Ln, STE 400, Meridian, Idaho 83642, hereinafter referred to as the "Consultant."

WITNESSETH:

Section 1. Definitions.

In this agreement:

A. The term "City" means the city of Coeur d'Alene, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814.

B. The term "Consultant" means J-U-B Engineers, Inc., 7825 Meadowlark Way, Coeur d'Alene, Idaho 83815.

C. The term "Mayor" means the mayor of the city of Coeur d'Alene or his authorized representative.

Section 2. Employment of Consultant. The City hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereinafter set forth.

Section 3. Scope of Services.

A. The Consultant shall perform the services described in the Scope of Services attached hereto and incorporated herein by reference as Attachment "1" and within Exhibit "A."

B. Area Covered: The Consultant shall perform all the necessary services provided under this Agreement respecting the tasks set forth in the Scope of Services.

Section 4. 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 and/or their subcontractors whereas 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 employees of subcontractors, during the term of this Agreement as required by Idaho Code Sections 72-101 through 72-806. Should the Consultant fail to maintain such 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. 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.

Section 5. Time of Performance.

The services of the Consultant shall commence upon execution of this Agreement by the Mayor and shall be completed per on or before the schedule outlined in Attachment 1. The period of performance may be extended for additional periods only by the mutual written agreement of the parties.

Section 6. Compensation.

A. Subject to the provisions of this Agreement, the City shall pay the Consultant a sum not to exceed Two hundred seven thousand seven hundred dollars (\$207,700.00), unless authorized in writing by the City.

B. Except as otherwise provided in this Agreement, the City shall not provide any additional compensation, payment, use of facilities, service or other thing of value to the Consultant in connection with performance of agreement duties. The parties understand and agree that, except as otherwise provided in this Section, 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 7. Method and Time of Payment.

Requests for 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.

Section 8. Termination of Agreement for Cause.

If, through any cause within 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, after providing Consultant reasonable time to remedy the deficiency, thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, 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 material prepared by the Consultant under this agreement shall at the option of the City become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred.

Section 9. Termination for Convenience of City.

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 documents and other materials as described in Section 8 above shall, at the option of the City, become its property. The Consultant shall be entitled to receive compensation not to exceed the amount reasonably billed for work actually done and expenses reasonably incurred as of the effective date of the termination.

Section 10. Modifications.

The City may, from time to time, require modifications in the general scope of services initial basic services of the Consultant to be performed under this Agreement. The type and extent of such services cannot be determined at this time; however, the Consultant agrees to do such work as ordered in writing by the City, and the City agrees to compensate the Consultant for such work accomplished by written amendment to this Agreement.

Section 11. Equal Employment Opportunity.

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.

Section 12. Interest of Members of City and Others.

No officer, member, or employee of the City and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly, interested or has any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

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.

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. Consultant shall provide copies of such work products to the City upon request. 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 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 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.

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. 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 law 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. 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 instrument and all appendices and amendments hereto 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. City Held 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 Consultant's performance of this Agreement and not arising from Consultant's professional services. To this end, Consultant shall maintain general liability insurance in at least the amount set forth in Section 25A.

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 Consultant's negligent performance of this Agreement, including but not limited to Consultant's professional

services. To this end, Consultant shall maintain Errors and Omissions insurance in at least the amounts set forth in Section 25B.

Section 24. Notification.

Any notice under this Agreement may be served upon the Consultant or the City by mail at the address provided in Section 1 hereof.

Section 25. Standard of Performance and Insurance.

A. 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 Consultants' 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 in at least the amount of 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 in the amount of \$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 cancellation notice information that assures at least thirty (30) days' notice prior to cancellation of the policy for any reason in which case the Consultant shall promptly notify the City.

Section 26. Non-Discrimination.

During the performance of this contract, the Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

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

reference and made a part of this contract. In addition, the Consultant shall comply with the requirements of Title 9, Chapter 9.56, Coeur d'Alene City Code.

B. The Consultant, with regard to the work performed by it during the contract, 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 contract covers a program set forth in Appendix B of the Regulations or discrimination prohibited by Title 9, Chapter 9.56, Coeur d'Alene City Code.

C. 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 contract and the Regulations and City 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.

D. 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 contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a 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.

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

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

The Consultant shall include the provisions of paragraphs (A) through (E) 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 a 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.

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

CITY OF COEUR D'ALENE

J-U-B ENGINEERS, INC.

James Hammond, Mayor

Cory R. Baune, P.E,
Executive Vice President

ATTEST:

ATTEST:

Renata McLeod, City Clerk

Witness

2022 Water Comp Plan Update

JUB and FCS

Run model of system to evaluate future needs;

- With Atlas Well to General Zone
- New Huetter Well added to High Zone w/ altitude valve at Industrial
- Add Canfield Tank to determine pressure stabilization effect
- Possible additional well near end of Nez Perce
- Best Hill Booster
- New General Zone source?

Add/update source evaluation and water rights;

- Ralph Capaul Well
- Huetter Well
- Decreed water rights by IDWR
- Additional rights through annexation
- Determine PHD needed water rights

Evaluate capital improvement projects;

- To target future projects that may be critical to flow issues
- Determine areas that may be prone to failure
- Identify deficiencies for boosted zones
- Update and project future capital project estimated costs

Update Maps;

- Map of well sites for DEQ/IDWR
- Overall system service area map, to include proposed Armstrong (Huetter) property annexation
- Project location maps
- Any other related maps, etc.

Evaluate system capacity;

- Determine if current system capacity is correct
- Determine if capacity multipliers are accurate
- Update average day and peak demand criteria

EXHIBIT "A"

Estimate system growth potential;

- Review 2020 Census rates
- Evaluate past and current growth rates
- Estimate future anticipated average growth rate
- Evaluate system capacity vs growth potential

Water will engage FCS to update rate analysis (FY 2023?);

- Review generated capital project list
- Review active accounts
- Analyze current user rates and base charges for adequate coverage
- Update matrix
- Identify other potential funding sources

Likely will not have a current sanitary survey available as DEQ is behind.

Will Lead & Copper Rule drive any additional corrosion potential analysis?

Am working on Tap Card review to determine estimated number of lead service investigations.

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

DATE: **NOVEMBER 21, 2022**

FROM: **BILL GREENWOOD, PARKS & RECREATION DIRECTOR**

SUBJECT: **RENEWAL OF PANHANDLE KIWANIS TASTE OF CDA**

DECISION POINT:

Should Council renew the agreement with the Panhandle Kiwanis Club for the Taste of the Coeur d'Alene event during the first weekend in August for three years, with an option to renew for three additional years at the end of the 2025 season?

HISTORY:

The Taste of the Coeur d'Alene event has been held in the City Park for the past 30 years. Panhandle Kiwanis requested a renewal of their three-year agreement to assure the dates and times of the annual event.

FINANCIAL ANALYSIS:

Kiwanis will pay the City for use of the Park the fee established per resolution. The fee covers booth space including vendors and concessions. Overtime costs are usually associated with special events and those costs are also paid to the City by the event sponsor. The fee covers all costs associated with the event.

PERFORMANCE ANALYSIS:

The Panhandle Kiwanis Club purchased the Taste of the Coeur d'Alene event from the Festivals Committee approximately 13 years ago. This event is a favorite amongst the locals and visitors, and occurs at the same time as Art on the Green and the Downtown Street Fair.

DECISION POINT:

Council should approve the renewal of the agreement with the Panhandle Kiwanis Club for the Taste of the Coeur d'Alene event during the first weekend in August for three years, with an option to renew for an additional three-year period at the end of the 2025 season.

LEASE AGREEMENT

THIS AGREEMENT is made and entered into this 6th day of December, 2022, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under the laws of the State of Idaho, hereinafter called "City," and **PANHANDLE KIWANIS**, with its principal place of business at P.O. Box 3014, Coeur d'Alene, Idaho 83816 hereinafter called "KIWANIS."

WITNESSETH:

WHEREAS, Kiwanis has been operating and managing the Taste of the Coeur d'Alene's event for the past thirteen years. They purchased the Event from the Coeur d'Alene Festivals Committee in 2009. The Taste of the Coeur d'Alene has a long, successful history, approximately 31 years, and is the host/sponsor of Arts and Crafts, food concessions, and entertainment at the Coeur d'Alene City Park the first weekend in August (Thursday, Friday, Saturday, and Sunday, with Thursday being a set-up day). This Agreement shall be for an event in 2023, 2024, and 2025, and, upon request by Kiwanis prior to the expiration of the initial term, shall be renewable for an additional three-year term.

NOW, THEREFORE,

IT IS AGREED that, for and in consideration of the covenants and agreements set forth herein, the City shall allow Kiwanis to operate the Taste of Coeur d'Alene (hereinafter referred to as the "Event") in City Park according to the terms set forth herein and under the penalties expressed herein.

Section 1. Definition: For purposes of this Agreement, the parties agree that the term "employee" shall include all members of Kiwanis and any volunteers who assist them during the Event.

Section 2. Community Relations: Kiwanis agrees it and its employees will be courteous and informed about the community, and will assist with questions from tourists and other Park users.

Section 3. Appropriate Attire: Kiwanis agrees its employees must be appropriately dressed in either an approved T-shirt or polo shirt with identifying logo, and approved shorts, if shorts are preferred instead of pants. Approval must be received from the Parks & Recreation Director prior to the Event. It will not be permissible to operate the Event in other apparel without prior written approval.

Section 4. Staffing: Kiwanis agrees that the Event must be staffed by at least six employees at all times.

Section 5. Health Permit: Kiwanis agrees that all food vendors must obtain a health permit as required by law for a food concession that is part of the Event. The permit must be posted in a

conspicuous place on the concession. The permit number must correspond to the number on the trailer. The health permit is required to be provided to the City Clerk by July 1, 2023, for the 2023 Event and on the same date each succeeding year of the Event. Failure to submit the required health permit within the above stated time may result in the City denying a permit for the Event. The purpose of the permit is to protect the public.

Section 6. Food: Kiwanis may allow all foods within the scope of the health permit.

Section 7. Non-food Items: Kiwanis agrees to review all requests for items to be sold at the Event and shall not allow items that may be deemed to be dangerous or illegal.

Section 8. Refuse: Kiwanis employees may empty the trash receptacles for the purpose of disposing refuse resulting from their Event. The park and surrounding site must be kept clean at all times.

Section 9. Hold Harmless: Kiwanis understands and agrees that during the term of this Agreement the City or agents of the City may commence projects involving downtown public properties which may result in the City canceling this Agreement pursuant to the notice provision in Section 24 below.

Section 10. Waiver: Kiwanis understands that, during the term of this Agreement, the City may be undertaking repairs to City Park and/or its amenities, which may interfere with Kiwanis operations in the Park. Kiwanis specifically waive any claim as to lost profits or business while said repairs are undertaken.

Section 11. Negligent or Wrongful Act: Kiwanis agrees to indemnify and hold harmless the City from any and all liability, loss or damage which the City may suffer arising out of or in connection with the negligent or wrongful acts, errors and omissions of Kiwanis, its agents, or employees. Kiwanis further agrees, at Kiwanis' cost, to defend the City against all claims arising out of this Agreement, including any claims resulting from the operation of the Event, in connection with the negligent or wrongful acts, errors and omissions of Kiwanis, its agents or employees.

Section 12. Site Specifications: Kiwanis agrees to the following site specifications,

- A. Non-food Booth size: 10 ft. X 10 ft. for arts and craft booths
- B. Heat source: propane or whisper quiet generator.
- C. Electricity is available but must be authorized by the Parks & Recreation Department at least thirty (30) days prior to the Event.
- D. Cooling source: battery, ice, propane, or whisper quiet generator
- E. All food concessions must be self-contained. Ice chests, canisters, etc., cannot be stored next to cart.

F. The concessions must be kept clean throughout the Event.

G. Food Concession booths size shall be a maximum 10 ft. X 20 ft.

Section 13. Term: The City shall grant an event permit to Kiwanis for the first weekend in August, to include Thursday, Friday, Saturday, and Sunday, for the Event to be held in City Park for the years 2023, 2024, and 2025. Upon request by Kiwanis made prior to the expiration of the initial term, this Agreement is renewable for an additional three-year term under the same terms and conditions unless modified in a writing signed by both parties.

Section 14. Consideration: Kiwanis, in consideration for the permit to operate and maintain said Event at the said location, shall pay the Parks & Recreation Department the fees set by resolution for similar events. The fees must be paid in full within thirty (30) days after the Event each year.

Section 15. City Ordinances: Kiwanis shall abide by all City Ordinances and resolutions, included but not limited to Municipal Code Chapter 4.05, Park and Public Property Regulations.

Section 16. Fire Protection: All tents, canopies or membrane structures must be certified flame resistant where food is being prepared and all food vendors must have a fire extinguisher and comply with the Coeur d'Alene Fire Department Permit for Temporary Tents and other Membrane Structures. A \$ 100.00 Inspection fee will be charged to the sponsor for booth inspections, including food and non-food booths.

Section 17. Glass Containers: Kiwanis agrees not to dispense drinks in glass containers.

Section 18. Violation of Regulations: Kiwanis agrees any violation of regulations, contract, ordinance, or any evidence of collusion may result in criminal prosecution, the revocation of the permit, and/or forfeiture of the full consideration, and Kiwanis may be precluded from hosting an event or submitting a proposal for a period of three (3) years.

Section 19. Non-transferable: Kiwanis also agrees and understands this Agreement cannot be transferred to another host/sponsor without permission of the City.

Section 20. Parking: Kiwanis agrees that its employees and vendors shall park in lawfully designated parking spaces. Neither Kiwanis nor their employees, agents or vendors shall park vehicles adjacent to the concessions, arts and craft booths, or entertainment areas for longer than thirty (30) minutes. Failure to comply with this provision shall be considered a material breach of this Agreement.

Section 21. Event Information: Kiwanis will submit the following information to the Parks & Recreation Department at least thirty (30) days prior to the Event: number of arts and craft vendors, number of food vendors, names, addresses and phone numbers of all vendors, specific needs for power, and names, addresses and phone numbers or entertainers and hours of entertainment. Kiwanis agrees it will meet with the Parks & Recreation Department at least sixty (60) days prior

to an Event to review access, site layout, fee structure, and any potential changes in the Event venue. Kiwanis will meet with the Parks & Recreation Department one (1) week before each Event to review final details.

Section 22. Termination for Convenience of the City: The City may, at any time after ten (10) day's written notice, terminate this lease. The notice of termination for the convenience of the City shall be given in the same manner as notice of termination in case of default.

Section 23. Termination for Cause: In the event that Kiwanis is in material breach of this Agreement, the City may terminate this Agreement for cause. Prior to termination, the City shall provide written notice to Kiwanis of such breach, and give Kiwanis thirty (30) days from the date of written notification to cure the default. In the event Kiwanis fails to cure the default within the thirty (30) days, the City may immediately terminate this Agreement.

Section 24. Forfeiture of Permit: It is understood that time is of the essence and should Kiwanis fail to perform all of the covenants herein required of it, the City may declare the permit forfeited. However, before declaring such forfeiture, the City shall notify Kiwanis in writing of the particulars in which the City deems Kiwanis to be in default and Kiwanis will have three (3) days to remedy the default.

Section 25. Notice: Any notice, including notice of default resulting from failure to perform, shall be made by placing the written particulars in the United States Mail addressed to Kiwanis at the address above, with proper postage affixed. Any notice required herein to be given to City shall be in writing and deemed received by City when physically received at the office of the City Clerk, 710 Mullan Avenue, Coeur d'Alene, Idaho, whether sent by mail or personally delivered. In lieu of service by mail, a notice of default and/or of termination may be served in the manner provided for the service of process under the Idaho Rules of Civil Procedure, Rule 5(b).

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

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

**LESSEE:
PANHANDLE KIWANIS**

By: _____
James Hammond, Mayor

By: _____
President

ATTEST:

By: _____
Renata McLeod, City Clerk

By: _____
Vice President

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

DATE: NOVEMBER 21, 2022

FROM: MONTE MCCULLY, CITY OF COEUR D’ALENE TRAILS
COORDINATOR

SUBJECT: COEUR D’ALENE 3RD STREET MOORING DOCK REPLACEMENT
PROJECT – WIF GRANT (*ACTION REQUIRED*)

DECISION POINT: Should City Council approve a request by the Parks and Recreation Department to apply for a Waterfront Improvement Fund grant to purchase new boat docks at the 3rd Street Mooring Docks?

HISTORY: The 3rd Street Mooring Docks were originally installed in 2000 with grant money and, for 22 years, the docks have seen a high amount of usage by the boating public in the summer months. These docks allow boaters a place to tie up their boats and go on-shore to utilize the amenities downtown. Services include a no-cost marine pump-out, a mooring area where boaters may tie up, 50 boat-trailer parking stalls, a trailhead to Tubbs Hill, and access to McEuen Park, the Centennial Trail, and downtown shopping. Finally, the mooring docks serve as a complement to the Coeur d’Alene Resort and to all of the businesses in the area. These docks were built with wood and the City has paid over \$45,600 to repair these docks over the past 5 years. If they aren’t replaced, the cost will continue to grow. Many of the timber floats are rotted and make purchase for the bolts difficult, which is important to keep the docks from separating.

FINANCIAL ANALYSIS: The largest portion of the funds for the boat dock and piling purchase will come from a state-funded WIF grant, with the Coeur d’Alene Parks Department providing the grant match dollars. The grant match funds will come from the City’s Waterfront Improvement fund, paid for by boat launch user fees.

City Waterfront Improvement Fund (funds from user fees):	\$150,000.00
State Waterfront Improvement Fund Grant (state gas tax):	<u>\$350,000.00</u>
Total:	\$500,000.00

PERFORMANCE ANALYSIS: The internal framework of the new docks will be steel with polystyrene floats. The deck will be made of composite material. These docks have a projected lifespan of 50 years before needing replacement, as compared to 15 to 20 years for wooden docks.

DECISION POINT/ RECOMMENDATION: City Council should grant the request of the Parks and Recreation Department to apply for an IDPR Waterfront Improvement Fund grant to purchase new boat docks at the 3rd Street Mooring Docks Project.

OTHER BUSINESS

**CITY COUNCIL
STAFF REPORT**

DATE: December 6, 2022
FROM: Hilary Patterson, Community Planning Director and Sean Holm, Senior Planner
SUBJECT: Authorization to enter into contract with Welch-Comer for the Impact and Annexation Fee Study using the Impact Fees Fund

DECISION POINT:

Should the City Council approve funding the Welch-Comer professional services contract related to updating the Development Impact Fees, update Capital Improvement Plans for Police, Fire, Parks, and Transportation (as needed), and update the Annexation Fee for property annexed into City Limits using funds from the Impact Fees Fund?

HISTORY:

The City Council has directed staff to update the development impact fees. The City's impact fees are long overdue for an update. The last update to the fees was in 2005. The City's annexation fees also need to be adjusted. They were last updated in 1998.

A Request for Qualifications (RFQ) was issued on July 22, 2022 for the impact and annexation fee update and the capital improvement plan updates necessary to update the annexation fees. Submittals were due by August 22nd. The City received three Statement of Qualification submittals from the following groups: Welch Comer/FCS/Iteris; Tischler Bise; and Whiskey Rock.

The Development Impact Fee Selection Committee convened to review and rank the submittals. The committee met on September 6th. The committee ranked the Welch Comer team as the top firm to perform the work. The direction from the committee was to negotiate a scope of work with the Welch Comer team and attempt to get a cost of service for consideration by Council. The committee supported the scope of work and felt the cost was fair given the amount of work required. Staff provided feedback on the scope and requested clarification on the fees. This is an extensive multi-part project requiring defensible justification, coordination with city staff and the Development Impact Fee Advisory Committee, KMPO and stakeholder input.

Committee members included:

- Vonnie Jensen (Comptroller)
- Sean Holm (Senior Planner)
- Hilary Patterson (Community Planning Director)
- Chris Bosley (City Engineer)
- Bill Greenwood (Parks & Recreation Director)
- Dave Hagar (Police Captain)
- Tom Greif (Fire Chief)

- Jon Ingalls (Planning Commission/Development Impact Advisory Committee Representative)

Advisors were:

- Glenn Miles, KMPO
- Troy Tymesen
- Randy Adams

Legal Basis For Impact Fees:

In 1992, the State of Idaho's legislature approved Title 67, Chapter 82: "Idaho Development Impact Fee Act", which found that an equitable program for planning and financing public facilities was needed to serve new growth and development is necessary in order to promote and accommodate orderly growth and development and to protect the public health, safety, and general welfare of the citizens of the state of Idaho. The intent of the legislature is to (***bold-italic: staff emphasis***):

1. Ensure that adequate public facilities are available to serve new growth and development;
2. Promote orderly growth and development by establishing uniform standards by which local governments may require that those who benefit from new growth and development pay a proportionate share of the cost of new public facilities needed to serve new growth and development;
3. ***Establish minimum standards for the adoption of development impact fee ordinances by governmental entities;***
4. Ensure that those who benefit from new growth and development are required to pay no more than their proportionate share of the cost of public facilities needed to serve new growth and development and to prevent duplicate and ad hoc development requirements; and
5. ***Empower governmental entities which are authorized to adopt ordinances to impose development impact fees.***

FINANCIAL ANALYSIS:

The negotiated contract with Welch-Comer for updating Impact Fees, Capital Improvement Plans, and Annexation Fees is \$153,200. The cost is based on a stipulated-sum agreement that defines all work necessary and limits any cost changes unless the scope of work changes significantly.

The State of Idaho's authorization to establish and collect Impact Fees allows local governments to pay for the report through the future generation of Impact Fees, however, the funding for this update is recommended to come from the budgetary line item "Impact Fee Fund" using accrued interest income generated through time by holding collected fees prior to capital improvement expenditures. If approved, this approach would allow for 100% of future fee generation to be applied toward much needed capital improvements.

PERFORMANCE ANALYSIS:

The scope of work includes an update to the Impact Fees, Capital Improvement Plans and Annexation Fees as described below. Please see attached draft agreement and Scope of Work for details.

- **Impact Fee Update:** The City of Coeur d’Alene’s current impact fees are out-of-date, last adjusted in 2004 and adopted in 2005. The purpose of this project is to update the City’s Impact Fees for four types of facilities authorized by the State of Idaho: Police, Fire, Transportation, and Parks & Recreation. This one-time expense is charged by local governments to cover the cost of public facilities that are needed to serve new development.
- **Capital Improvement Plans (CIP):** To establish a legally defensible Impact Fee program, the report must be based on qualified and defined capital improvement plans centered on a “Level of Service” (LOS) standard which establishes the foundation from which to calculate the proportionate share cost for new construction, be it residential, commercial, or industrial. The public assets that qualify for consideration must be long-term in classification, and items such as wages, maintenance, and most vehicles do not qualify. The work would include reviewing the Parks CIP and Transportation CIP, and generating CIPs for Police and Fire, including evaluating needs assessments and costs.
- **Annexation Fees:** The City of Coeur d’Alene has developed a policy for assessing fees as consideration for annexation into city limits. The resultant fees are from an immediate need for services from Police, Fire, Streets, and other departments. This fee has not been updated since 1998 and are currently assessed at \$750 per Equivalent Residential Unit (ERU) as defined in Resolution #98-112.

Consultant Team:

- **Welch-Comer (Consultant):** Welch-Comer is a 42-year-old multidisciplinary firm that offers a range of services, including master planning, engineering services, conceptual community design, surveying, with a commitment to community.
 - Notable Local Projects Include:
 - Atlas Waterfront Park
 - Four-Corners and Bureau of Land Management Master Plan
 - McEuen Park Master Plan
- **FCS (Subconsultant):** Established in 1998, FCS is a provider of financial, economic, and utility management services for the public sector. They have performed over 3,000 infrastructure finance and rate development projects for US communities, which include developing legally defensible impact fees. FCS developed Coeur d’Alene’s water capitalization fee and has worked on various fee projects for Hayden, Nampa, Lewiston, and Post Falls.
- **Iteris (Subconsultant):** Over the last 34 years, Iteris has established themselves as nationwide experts in the field of transportation planning and traffic engineering. Relevant transportation experience projects include: Hayden, Chino Hills, Rialto, Simi Valley, and Camarillo. This group will work directly with KMPO in employing their transportation modeling to establish an appropriate fee for this category.

Development Impact Fee Advisory Committee:

The Planning Commission will serve as the City's Development Impact Fee Advisory Committee. Glenn Miles, Executive Director of Kootenai Metropolitan Planning Organization (KMPO) will serve as the advisor for the fee update, along with City staff from Administration, Legal, Finance, Streets and Engineering, Parks and Recreation, Police, Fire, and Planning.

Meetings:

The scope of work includes:

- A Kick-off meeting
- Two (2) meetings with fire staff to review their needs assessment, costs and CIP
- Two (2) meetings with police staff to review their needs assessment, costs and CIP
- One (1) meeting with parks staff to review their CIP and cost updates
- Two (2) meetings with Streets and Engineering regarding their CIP, updates/needs based on the model and updated costs.
- Two (2) stakeholder meetings with NIBCA, with city staff participation
- Three (3) meetings/workshops with the Development Impact Fee Advisory Committee
- Coordination with KMPO on the travel demand forecast model and streets CIP
- Council workshop
- Final Presentation to Council

Timeline:

The Impact Fee Report Update including CIP updates as needed and the Annexation Fee Update are expected to be completed within 10 months after execution of the agreement. Based on this timeline, the new proposed fees could be brought forward for City Council review by the end of October 2023. Staff and Welch-Comer will make every effort to keep this project on-time and within budget.

DECISION POINT/RECOMMENDATION:

The City Council should authorize budget appropriation of \$153,200 from the Impact Fees Fund and direct staff to enter into an agreement with Welch-Comer and their subconsultants for services described herein.

RESOLUTION NO. 22-058

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A CONTRACT WITH WELCH COMER FOR AN IMPACT AND ANNEXATION FEE STUDY USING THE IMPACT FEES FUND.

WHEREAS, the Planning Director for the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a contract with Welch Comer for the Impact and Annexation Fee study using the Impact Fees fund, pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "A" and by reference made a part hereof; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a contract with Welch Comer for the Impact and Annexation Fee study using the Impact Fees fund, in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 6th day of December, 2022.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.

PROFESSIONAL SERVICES AGREEMENT
between
CITY OF COEUR D'ALENE
and
WELCH COMER & ASSOCIATES, INC.
for
IMPACT AND ANNEXATION FEE STUDY

THIS Agreement is made and entered into this _____ day of _____, 2022, between the CITY OF COEUR D'ALENE, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City," and Welch Comer & Associates, Inc. an Idaho corporation, with its principal place of business at 330 E. Lakeside Avenue, Ste. 101, Coeur d'Alene Idaho, 83814, hereinafter referred to as the "Consultant."

WITNESSETH:

Section 1. Employment of Consultant. The City hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereinafter set forth.

Section 2. Scope of Services.

A. The Consultant shall perform the services of **Impact Fee and Annexation Fee Update** described in the Scope of Services attached hereto and incorporated herein by reference as Exhibit "A."

B. Area Covered: The Consultant shall perform all the necessary services provided under this Agreement 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 his 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 employees of subconsultants, during the term of this Agreement as required by Idaho Code §§ 72-101 through 72-806. Should the Consultant fail to maintain such 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. 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.

Section 4. Time of Performance. The services of the Consultant shall commence upon execution of this Agreement by the Mayor of the City and shall be completed within 10 months thereafter. The period of performance may be extended for additional periods only by the mutual written agreement of the parties.

Section 5. Compensation.

A. Subject to the provisions of this Agreement, the City shall pay the Consultant an amount not to exceed One hundred fifty-three thousand two hundred dollars and NO/100 (\$153,200.00) with \$5,500 of the fee for additional meetings only if authorized by City staff.

B. Except as otherwise provided in this Agreement, the City shall not provide any additional compensation, payment, use of facilities, service or other thing of value to the Consultant in connection with performance of agreement duties. The parties understand and agree that, except as otherwise provided in this Section, 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. The City will pay to the Consultant an amount not to exceed the amount set forth in Section 5 which shall constitute the full and complete compensation for the Consultant's professional services. 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 billed by the 10th of that month. 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, after providing the Consultant reasonable time to remedy the deficiency, thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished hard or electronic copies of documents, data, studies, surveys, and reports or other material 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, or the amount set out in Section 5, whichever is less.

Section 8. Termination for Convenience of the City. 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 documents and other materials as described in Section 7 above 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, or the amount set out in Section 5, whichever is less.

Section 9. Modifications. The City may, from time to time, require modifications in the general scope of initial basic services of the Consultant 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. Fees for such modifications shall be agreed upon by both parties and handled through an addendum to the agreement.

Section 10. Equal Employment Opportunity.

A. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. 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. 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. 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.

Section 11. Interest of Members of the City and Others. No officer, member, or employee of the City and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly, interested or has any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

Section 12. Assignability.

A. The Consultant shall not assign any interest or duty in this Agreement and shall not transfer any interest or duty 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 13. Interest of Consultant. The Consultant covenants that it presently has no 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 by it.

Section 14. 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 15. 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 electronic files, or other materials prepared under this Agreement. The Consultant shall provide copies of such work product 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 the Consultant's sub-consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting therefrom.

Section 16. Audits and Inspection. The Consultant shall provide access for the City and any duly authorized representatives of the City to any books, documents, papers, and records of the Consultant that are directly pertinent to this 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 17. 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, in and for the County of Kootenai. The law of the state of Idaho shall govern the rights and obligations of the parties.

Section 18. 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 19. 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. 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 20. 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 21. Integration. This instrument and all appendices and amendments hereto 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 22. City Held Harmless.

A. The Consultant shall save, hold harmless, and indemnify the City, its officers, agents and employees from and against any and all damages or

liability arising out of the Consultant's wrongful acts 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 amounts set forth in Section 24(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 24(B).

Section 23. Notification. Any notice under this Agreement may be served upon the Consultant or the City by mail at the address provided in Section 1 hereof.

Section 24. Special Conditions. Standard of Performance and Insurance.

A. The Consultant shall maintain general liability insurance naming the City, its employees, 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. The Consultant shall obtain Errors and Omission Insurance in at least the amount of five hundred thousand dollars (\$500,000.00) to cover the Consultant and any of the Consultant's employees should they be found to have been negligent in the performance of professional services from which the City sustains damage. The Consultant shall maintain coverage, and furnish proof thereof, for a period of two years following the completion of the project.

C. The Consultant shall obtain and maintain auto liability insurance in the amount of \$500,000.00 for the duration of the project for all owned and non-owned vehicles used in this 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. All insurance shall provide cancellation notice that assures at least thirty (30) days' notice prior to cancellation of the policy for any reason. In the event of cancellation of any insurance required by this Agreement, the Consultant shall promptly notify the City.

Section 25. Non – Discrimination.

During the performance of this contract, the Consultant, for itself, its assignees and successors in interest, agrees as follows:

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

B. The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-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 contract covers a program set forth in Appendix B of the Regulations.

C. In all solicitations either by competitive bidding or negotiations made by the Consultant for work to be performed under a sub-contract, 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 relative to non-discrimination on the grounds of race, color, sex, or national origin.

D. 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 contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a 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.

E. In the event of the Consultant's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate,

including, but not limited to:

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

The Consultant shall include the provisions of paragraphs (A) through (E) in every sub-contract, 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.

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

CITY OF COEUR D'ALENE

WELCH COMER & ASSOCIATES, INC.

James Hammond, Mayor

By  _____
Its Vice President

ATTEST

ATTEST:

Renata McLeod, City Clerk

 _____
Melissa Cleveland, SR. Project Manager

Exhibit A

Scope of Work

1. Specific Project Data

- 1.1. TITLE: Coeur d'Alene Impact and Annexation Fee Study
- 1.2. DESCRIPTION: Capital Improvement Plan development and updates, financial analysis, process recommendations, traffic modeling, meeting facilitation, report preparation, and other associated services related to the development of an impact fee and annexation fee study.

2. Services of CONSULTANT: CONSULTANT will perform the services for each service phase identified below after receiving authorization to proceed from CITY for each service phase.

2.1. Project Management and Quality Control:

- A. Manage staff, subconsultants, schedule, and budget to maximize the CITY's chances of a successful study. Should the project demand, CONSULTANT shall reallocate resources, where possible, to benefit the project. The bulk of the project management for the team will be provided by Welch Comer. Project management duties of Iteris and FCS will be the minimum necessary to allocate resources within their respective firms and complete their tasks.
- B. Provide quality control of all documents, memos, presentations, calculations, and products produced by the team. The bulk of the quality control for the team will be provided by Welch Comer. Quality control duties of Iteris and FCS will be the minimum necessary to complete their tasks.
- C. Welch Comer will coordinate closely with the City Staff, primarily Sean Holm - the City's project manager, throughout the project, providing updates on status and coordination of meetings.

2.2. Coordination and Meetings:

- A. The study will require many meetings, workshops, and coordination with City staff, stakeholders, KMPO, the Development Impact Fee Committee, and the City Council.
 1. Meetings/Coordination with City planning and/or finance staff, including:
 - i. Kick-off meeting.
 1. Meeting on analysis alternatives.
 2. Coordination prior to and following Development Impact Fee Committee meetings, stakeholder meetings, and Council meeting workshops or presentations.
 3. It is assumed the majority of these meetings will be brief and conducted over Zoom or Teams.
 2. Two (2) meetings with fire staff to review needs assessment, costs and CIP and follow up phone calls, virtual meetings, or emails.
 3. Two (2) meetings with police staff to review needs assessment, costs, and CIP and follow up phone calls, virtual meetings, or emails.
 4. One (1) meeting with Parks staff regarding their CIP and cost updates.
 5. Two (2) meetings with Streets and Engineering regarding their CIP, updates/needs based on the model, and updates to costs.

6. Two (2) stakeholder meetings assumed to be lunch presentations/question answer sessions with NIBCA. Assumed City staff assist in coordination and presentation to NIBCA and additional meetings, if necessary, will be conducted by City staff.
7. Three (3) meetings/workshops with the Development Impact Fee Committee. Assumed length of meetings is two (2) hours each. Assumed City staff will meet the noticing requirements, as needed, and provide a City staff person to act as clerk of the meeting. Assumed City staff person will provide the official minutes for the meeting.
 - i. Meeting one (1) will review procedures, analysis alternatives, selection of eligible projects, and growth assumptions. It is assumed that FCS and Iteris staff will attend this meeting virtually and Welch Comer staff will attend in person.
 - ii. Meeting two (2) will review refined CIPs, preliminary fee calculations, peer cities review, and administrative procedures for annual updates. It is assumed that Welch Comer and FCS will attend this meeting in person and Iteris staff will attend virtually.
 - iii. Meeting three (3) will present the draft report with the intent that the meeting will result in a recommendation to Council. It is assumed that Welch Comer staff will attend this meeting in person and FCS and Iteris staff will attend virtually.
8. Coordination, as needed with KMPO, regarding the travel demand forecast model and streets CIP.
9. Council workshop to review the assumptions, work of the Development Impact Fee Committee, and contents of draft report. It is assumed that this workshop with Council is in-between the second and third Development Impact Fee Committee meeting. It is assumed that Welch Comer, FCS staff, and Iteris attend this meeting in person. This is an opportunity for the Council to ask questions and get comfortable with the analysis prior to the Council meeting to adopt the report and fees.
10. Final presentation to Council including the final report and the Development Impact Fee Committee's recommendation to Council. It is assumed that the CONSULTANT and City Staff will collaborate on this final presentation It is assumed that Welch Comer, FCS staff, and Iteris attend this meeting in person. The intent of this meeting is to have Council take action on the report and fees.
11. **Deliverables:** Meeting minutes will be provided by the Consultant for all coordination meetings with staff. Minutes will not be provided for stakeholder meetings. Because City staff will clerk the Development Impact Fee Committee, City Council workshops, and City Council meetings, the consultant will not provide minutes for those meetings.

2.3. Fire and Police Needs Assessment:

- A. CONSULTANT will provide needs assessment for both fire and police. This analysis will include:
 1. Determining needs within a 10-year window based on existing facilities/population and forecasted needs. This analysis will enable the City to provide a level of service over 10-years as defined by department CIPs. The City staff will provide insight into current level of services criteria and any existing deficiencies in meeting LOS thresholds.
 2. Review recent costs of recently constructed facilities in neighboring jurisdictions to inform the cost estimates and include the documentation in the appendix of the report.
 3. Provide the population-based needs assessments with police and fire staff for review.

4. It is assumed that City staff can provide a complete report of existing facilities (square footage and number of buildings, number of apparatus or other equipment/vehicles with a life of more than 10 years and current number of staff).
5. It is also assumed that police and fire staff can weigh in on existing deficiencies to get an accurate evaluation of needs in 10 years, planned or funded projects, and can assist with cost of apparatus/equipment.
6. **Deliverables:** A memorandum with analysis methods, data collection, and capital needs will be prepared.

2.4. Capital Improvement Plans & Cost Estimating:

- A. Based on fire/police needs assessment, coordination with KMPO, and coordination meetings with police, fire, streets, and parks staff by consultant develop the 10-year CIPs. It is assumed that parks and streets will be minimally supplemented, and costs updated. It is assumed that fire and police can assist in the development of the CIPs and costs based on the needs assessment previously mentioned in the scope.

2.5. Travel Demand Modeling By Consultant:

- A. Review KMPO travel demand model in the City of Coeur d'Alene.
- B. Complete a general review of the overall networks and land uses.
 1. Review the growth in trips throughout the City of Coeur d'Alene zones to identify anomalies in growth patterns.
- C. Summarize growth projections of land use (dwelling units and jobs) throughout the City. Summarize by City quadrant, or more detailed geography if desired.
- D. Obtain future growth patterns for the City of Coeur d'Alene from the KMPO model.
 1. The regional travel demand model provides the known future trips throughout the City. These trips are separated into home-based and non-home-based trips and can be allocated to different development categories.
- E. Calculate future trip growth in the current circulation fee quadrants. Summarize by time of day, mode of trip, and purpose of trip.
- F. Summarize vehicle miles traveled growth in the current circulation fee quadrants. This will help with understanding the change in future travel patterns and distances of trips throughout the City.
- G. Evaluate current and future V/C ratios at key intersections.
- H. The consultant team will complete the modeling with coordination with KMPO, as needed. It is not assumed that KMPO will complete the modeling.
- I. **Deliverable:** Prepare Memorandum with Excel output tables that summarize the traffic modeling assumptions, transportation CIP project descriptions, capital cost estimates (includes ROW and facility construction), estimated capacity increasing levels, and general timing of construction with costs adjusted to 2023-dollar estimates and consideration for anticipated increases in costs prior to the construction year.

2.6. Impact Fee and Annexation Fee Alternatives:

- A. Review background data, plans, and assumptions provided by City staff, including:

1. Prior Impact Fee Methodology and Annexation Fee Methodology and related implementation ordinances. Review prior adopted Impact Fee resolution and discuss input variables and assumptions with city staff.
2. Current Impact Fee and Annexation Fee Schedule.
3. Residential ERUs shall be derived from utility records provided by City staff.
4. Local public facility plans (transportation, parks, policy/fire, etc.) that will serve as a basis for measuring existing and future levels of service and capital improvement project/cost assumptions.
5. Comprehensive Land Use Plan and other supporting documents that may be used to forecast growth rates.
6. 2004-2022 budget history of impact fee revenue collections for residential and non-residential land uses (provided by City staff).
7. Current impact fee fund balances (provided by City staff).
8. List of recently completed capital facilities with sources of funding identified (provided by City staff)
9. Review recent 2021/22 Fiscal Year Budget for the city and discuss tax-supported budget amounts derived from the City's General Fund, Special Funds and Trust & Agency Fund with city finance staff. This shall serve as the cost basis for the annexation impact fee.
10. Potential annexation areas with existing and future land use capacity assumptions (provided by City staff).

B. Legal Requirements Technical Memorandum

1. Prepare a Technical Memorandum which provides an overview of the legal requirements per Idaho development impact fee act, title 67, chapter 82, Idaho Code. This review shall also include a summary of the current Development Impact Fee methods and related assumptions used for its cost basis, growth basis, credit policies, exemptions and other features.

C. Policy Alternatives

1. Outline alternative approaches that the City may consider when updating its impact fee methodology. This will entail analysis of one (1) unified citywide fee vs. current system of subdistricts; basing the fee on person trips for pedestrian/bicycle impact fees; and the specific type of land use classifications on which the fee is charged. The ability to scale fees in concert with home size may also be a way to help lower fees for small "cottage" homes relative to standard size detached dwellings. Specific impact fee alternatives to be analyzed will be discussed at the kickoff meeting with City staff.

D. Draft Impact Fee Cost Basis

1. Calculate draft impact fees for transportation, bicycle/pedestrian facilities, parks/trails, police, and fire facilities based on LOS and CIP assumptions. Work will include:
 - i. Forecast of future capacity needed to address current or planned level-of-service.
 - ii. Identify CIP project elements to meet future needs.

- iii. Establish methods and time frames in which to calculate a proportionate share of costs as a basis for the impact fee.
- iv. Establish or confirm the methods used to exclude operations and maintenance costs and correction of existing deficiencies from the impact fee.
- v. Establish the amount of the impact fee that will be imposed for each unit of increased service demand.
- vi. Ensure that local administrative procedures are in place that allow credits for private developed facilities and indexing fees with inflation and help develop methodologies for annual and routine fee increases.

E. Impact Fee Alternatives Technical Memorandum

1. Specific alternatives to be analyzed will be discussed at the kickoff meeting. Based on the feedback received, provide a Technical Memorandum that summarizes and evaluates alternative approaches to the City's impact fee methodology; and identify a recommended methodology for each public facility type. Key issues may include impact fee cost basis assumptions, selection of eligible projects, units of growth, definition of geographic boundaries (service areas) and impact draft fee calculations. The Consultant team will use legally defensible methods and acceptable standards to create the technical memorandum.
2. **Deliverable:** Prepare Memorandum that includes alternatives, legal requirements, and cost basis.

F. Peer Cities Review.

1. Provide a survey of the impact fees currently being charged by other cities in Idaho and eastern Washington and how those compare with average home sale prices to ascertain relative housing development costs in Coeur d'Alene.

G. Annexation Fee Analysis

1. Calculate existing estimated Residential Equivalent Units (ERUs) within the city service district. Residential ERUs shall be derived from utility records provided by city staff. Non-residential ERUs shall take into account estimated square feet of non-residential floor area by building type, at-place-of-work employment estimates, trip generation estimates, and other factors provided by reliable data sources, such as city planning records, KMPO, and the ITE Handbook.
2. Work with city planning staff to estimate existing average size of residential dwellings in the city.
3. Work with city planning staff to estimate potential buildable land area and development capacity assumptions for areas planned for future annexation. GIS analysis to be provided by city staff.
4. Calculate the current annexation impact fee by dividing the cost basis by the total number of ERUs in the city. Calculate a draft annexation fee for general government administration and operations based on recent fiscal operations spending per equivalent residential unit within the area of impact for the City. Potential ERU growth within future annexation areas will be determined based on city planning input.
5. The Consultant team will use legally defensible methods and acceptable standards to create a technical memorandum.
6. Prepare draft Annexation Impact Fee Resolution, with supporting documentation.

7. Assist city staff with presentation of findings and staff recommendations at the City Council workshop. It is assumed this Council workshop is held jointly for both the impact fee and annexation fee.
8. Prepare revised Annexation Impact Fee Resolution based on feedback received from City Council.
9. **Deliverable:** Technical memorandum summarizing annexation fee methodology and resolution for Council approval.

2.7. Summary Report and Adoption:

A. Impact Fee and Annexation Service Area Report and Presentation

1. Revise the draft annexation and impact fee findings and include a summary report that clearly communicates the existing and proposed fee amounts for each of the service area fees.
2. Methodology report sections shall include:
 - i. Introduction
 - ii. Impact fee calculation overview and cost basis (with capital project lists)
 - iii. Annexation Impact fee cost basis (with capital project lists)
 - iv. Growth calculation
 - v. Procedures for determining fee credits, exemptions, and indexing
 - vi. Impact fee comparisons among “peer cities”
 - vii. Frequently Asked Questions
 - viii. Procedures for annual updates, cost escalations, etc.
3. **Deliverable:** Final Report with separate chapters on Impact Fee and Annexation Fee

3. Payments to CONSULTANT for Services

3.1. CITY shall pay CONSULTANT as follows:

A. Lump Sum Services: For Basic Services having a Determined Scope-Lump Sum Method of Payment. CITY shall pay CONSULTANT for the services identified herein the following Lump Sum amounts for each phase:

Task	Fee Amount
Project Management and Quality Control	\$13,600
Coordination and Meetings	\$31,600
Fire and Police Needs Assessment	\$7,800
Capital Improvement Plans & Cost Estimating	\$11,900
Traffic Modeling	\$23,500
Fee Alternatives Analysis	\$31,900
Summary Report and Adoption	\$27,400
TOTAL	\$147,700

- i. The Lump Sum includes appropriate amounts to account for labor, overhead, profit, and Reimbursable Expenses. Subconsultant charges, if any, are included in the above.
- ii. The portion of the Lump Sum amount billed for CONSULTANT's services will be based upon CONSULTANT's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.
- iii. Engineer may alter the distribution of compensation between individual phases of the work to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner

- B. Additional Meetings not anticipated in the scope will only be conducted at the request of the City and charged at the following lump sum cost per meeting and attendance type. This assumes meeting length of 2 hours with additional time for preparation.

Firm	Attendance Type	Fee Amount
Welch Comer	Virtual or In-person	\$ 630
Iteris	Virtual	\$ 795
Iteris	In-person	\$1,330
FCS	Virtual	\$ 970
FCS	In-person	\$3,450

- i. We recommend a placeholder of \$5,500 be set aside for meetings not anticipated, but requested, which would allow for one additional in-person meeting or two (2) additional virtual meetings not currently anticipated without amending the contract. This will only be charged upon formal request by City staff.



Date: December 6, 2022

To: City Council

From: Melissa Tosi; Human Resources Director

Re: Personnel Rule Amendments

Decision Point: Should the City Council approve amendments for Rule 5 – Compensation, Rule 11 – Attendance and Leaves, Rule 26 – Appointed Officer and Department Heads, and Rule 27 – FLSA Exempt Employees?

History: These personnel rule amendments are specific changes necessary for the City to transition from a semi-monthly to a bi-weekly payroll effective January 1, 2023.

Rule 5 – Compensation: removes semi-monthly pay detail and adds employees bi-weekly pay. Employees will be paid on the Friday following the end of the pay period and most payroll deductions will be taken over twenty-four (24) pay periods, rather than twenty-six (26) pay periods.

Rule 11 – Attendance and Leaves: The City of Coeur d'Alene 7-day work week is being amended to begin on Sunday and end on Saturday. For vacation and sick accruals, the accruals will be earned over twenty-four (24) pay periods rather than twenty-six (26) pay periods. This means in the two months when there are extra wage disbursements, employees will not receive accruals in that pay period in order to remain with our current accruals.

Rule 26 – Appointed Officer and Department Heads & Rule 27 – FLSA Exempt Employees: For vacation and sick accruals, the accruals will be earned over twenty-four (24) pay periods rather than twenty-six (26) pay periods. This means in the two months when there are extra wage disbursements, employees will not receive accruals in that pay period in order to remain with our current accruals.

These proposed amendments to the Personnel Rules have been discussed by the Executive Team and posted for all employees to review. Additionally, the Lake City Employees Association (LCEA), Police Association, and Fire Union expressed no concerns with the proposed amendments and I received a unanimous vote in favor from all three employee groups to move to a bi-weekly payroll.

Financial Analysis: There are no hard costs associated with the Personnel Rule amendments.

Performance Analysis: Authorizing the above noted Personnel Rule amendments are necessary to provide consistent and clear policies with up-to-date, relevant information. The updates are further important to keep the Personnel Rules consistent with a general understanding of the essential operations of the City.

Recommendation: The City Council should approve the amendments for Rule 5 – Compensation, Rule 11 – Attendance and Leaves, Rule 26 – Appointed Officer and Department Heads, and Rule 27 – FLSA Exempt Employees.

RESOLUTION NO. 22-059

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING THE FOLLOWING CITY OF COEUR D'ALENE PERSONNEL RULES: RULE 5: COMPENSATION; RULE 11: ATTENDANCE AND LEAVES; RULE 26: APPOINTED OFFICERS AND DEPARTMENT HEADS; RULE 27: FLSA EXEMPT EMPLOYEES.

WHEREAS, the need to revise various Personnel Rules, as noted above, has been deemed necessary by the City Council and the Human Resources Director; and

WHEREAS, said the Personnel Rules amendments have been properly posted ten (10) days prior to this Council Meeting; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that such rule amendments, attached hereto as Exhibit "A," be adopted.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the Personnel Rule amendments attached hereto as Exhibit "A" be and are hereby adopted.

DATED this 6th day of December, 2022.

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

RULE 5: COMPENSATION

SECTION 1. Preparation of Plan

The Human Resources Director or the person or agency employed for that purpose shall prepare a pay plan covering all classes of positions in the competitive service. In arriving at salary rates or ranges, consideration shall be given to prevailing rates of pay and consideration of working conditions for comparable work in other public agencies and in private employment, to current costs of living, to suggestions of Department Heads, to the City's financial conditions and policies, and to other relevant factors. The Human Resources Director or the person or agency employed for that purpose shall thereafter make such further studies of the pay plan as may be requested by the City Council. The pay plan presently in operation shall be designated as Exhibit "C," on file in the Human Resources Department.

SECTION 2. Adoption of Plan

The pay plan shall be adopted and may be amended from time to time by action of the City Council. At the time of consideration any interested party may appear and be heard. Amendments and revisions of the plan may be suggested to the City Council by any interested party and shall be submitted to the City Council through the Human Resources Director. Notice of City Council consideration of the proposed pay plan, amendments or revisions shall be publicly posted in City Hall and distribution to all departments, at least ten (10) consecutive days prior to City Council action. Thereafter, no position shall be assigned a salary not in conformance with the salary schedule unless the salary schedule for the class is amended in the same manner as herein provided for its adoption.

SECTION 3. Emergency Personnel

All part-time, temporary personnel on an emergency basis, not included in the pay plan, shall be paid in accordance with rates of pay established by the Human Resources Director, which rates shall not exceed the prevailing rates for similar classes within the area. Such rates may be established upon any reasonable basis, such as hourly, weekly or monthly, and may be modified from time to time by the Human Resources Director as may be required by economic conditions.

SECTION 4. Overtime

It shall be the duty of all Department Heads to operate their respective departments with a minimum amount of overtime, however, in cases of emergency or mandatory classes and meetings or when otherwise necessary, an employee of the City may be required to work overtime. Overtime work is that work performed by an employee during periods of time other than normally scheduled for his or her specific employment. Work in excess of forty (40) hours per week, in excess of an eight (8) or ten (10) hour designated shift per day for police department employees, in excess of fifty-six (56) hours per week for firefighters, and in excess of ten (10) hours forty (40) minutes per day for police officers

assigned to the patrol division, shall be considered overtime work for the purposes of this section. All employees shall be paid overtime at a rate of time and one-half the base pay for hours worked over the normal schedule or will receive equivalent time, off at a rate of time and one-half for each hour of overtime worked (compensatory (“comp”) time). The decision whether an individual employee shall receive pay or compensatory time off shall be based upon the recommendation and approval of the Department Head.

In no event shall an employee work overtime without authorization from his/her immediate supervisor or Department Head. Pursuant to the Fair Labor Standards Act (FLSA), an employee shall not accrue more than 240 hours of compensatory time, except eligible police and fire positions, which shall not accrue more than 480 hours of compensatory time. All hours of compensatory time worked beyond 240 hours must be paid over time, however eligible police and fire positions shall be paid overtime beyond 480 hours (as set forth by the FLSA). Upon termination, employees shall receive monetary compensation for accumulated compensatory time up to two hundred forty (240) hours, except for eligible police and fire positions as established by FLSA. Time off from work must be allocated as compensation for overtime worked and should be encouraged during the same month that the compensatory time was earned. Time off will be allocated by the Department Head at the convenience of the workload in each department.

Compensatory time shall not be used for the purpose of postponing the date of separation, retirement or other predetermined separation or termination of employment past the actual month of the employee’s last physical work day. For example, an employee who submits a notice of resignation will not be allowed to use leave to postpone their last day with the City into the subsequent month, separation of employment needs to be in the same month as the last day worked. Any eligible compensable leave will be paid out to the employee in their final check.

SECTION 5. Temporary Appointment to Higher Class

Any person temporarily appointed to serve in a higher classification and serving continuously in said classification for thirty (30) calendar days, shall receive the compensation established for the higher classification for the entire period of service in said classification; provided that vacation relief time shall not be counted in computing days of service for said purposes.

SECTION 6: Wage Disbursements~~Pay Periods~~

The City disburses wages on a bi-weekly basis. Employees will be paid on the Friday following the end of the pay period unless that Friday is a legal holiday, in which case the employee will be paid on the next Monday.

Most payroll deductions will be taken over twenty-four (24) pay periods, two (2) per calendar month, rather than twenty-six (26) pay periods. This means in the two (2) months when employees receive three (3) disbursements, some deductions will not be

taken on the third disbursement. Employees can access their pay stubs electronically through the Employee Self Service link on the City's intranet website. No hard copy pay stubs are provided by the City.

Final paychecks for separating employees are issued on the next regular payday or in ten (10) days (excluding weekends/holiday), whichever is sooner. If the employee gives Human Resources a written request for earlier payment, the employee will be paid within forty-eight (48) hours (excluding weekend/holidays) of receipt of the request or the last day worked, whichever is later.

~~(a) — Semi-monthly Pay: Except as provided in subsection (b) of this Section, wages shall be disbursed semi-monthly on the 7th and 22nd day of each month. Wages earned between the 16th day of the previous month and the last calendar day of the previous month shall be paid on the 7th. Wages earned between the 1st day of the month and the 15th day of the month shall be paid on the 22nd.~~

~~(b) — Exceptions: If a payday falls on a Saturday, wages will be disbursed on the preceding Friday. If a payday falls on a Sunday, wages will be disbursed on the following Monday. If a payday falls on a designated City holiday, wages will be disbursed on the preceding day unless the holiday falls on a Monday, in which case wages will be disbursed on the following Tuesday.~~

RULE 11: ATTENDANCE AND LEAVES

SECTION 1. Hours and Days of Work

All employees, except as otherwise provided in this section, shall work forty (40) hours per week. The employees in the Fire Department assigned to a fire company shall work on a shift basis, as scheduled by the Fire Chief. Each such employee shall work an average of approximately fifty-six (56) hours per week on duty as computed over a one (1) year period. The employees assigned to the patrol division in the Police Department shall work on a shift-rotating basis. Each such employee shall work ten (10) hours forty (40) minutes per day.

SECTION 2. Work Week

The work week for the City of Coeur d'Alene shall commence and end at midnight ~~Saturday~~Friday, unless an alternate workweek is established by the Department Head, and approved by the City Administrator, or by contract arrangement in accordance with Fair Labor Standards Act Regulations.

SECTION 3. Vacation Leave

- (a) Purpose: Vacation leave is provided to give employees a break in year-round routine and to attract, motivate, and retain quality employees.
- (b) Vacation Leave: All employees in the competitive service, shall be eligible to accrue and use vacation leave with pay, only as specifically allowed by the rules contained in this section.
- (c) Vacation Leave Accruals: Unless otherwise provided by contract or written agreement, vacation leave will be accrued in accordance with the following schedule. Eligible employees who work less than full time, but more than one thousand forty (1040) hours during a fiscal year, shall accrue vacation on a pro-rated basis. Vacation accruals will be earned over twenty-four (24) pay periods rather than twenty-six (26) pay periods. This means in the two months when employees receive three wage disbursements, employees will not receive accruals on the third wage disbursement.
 - (1) Vacation Leave Accrual Schedule -
 - (i) First through third year of service - Eight (8) hours for each month of service; accrued at a rate of four (4) hours per pay period.
 - (ii) Fourth through fifth year of service -Twelve (12) hours for each month of service; accrued at a rate of six (6) hours per pay period.
 - (iii) Sixth through tenth year of service - Sixteen (16) hours for each month of service; accrued at a rate of eight (8) hours per pay period.
 - (iv) After ten (10) or more years of service - Twenty (20) hours for each month of service; accrued at a rate of ten (10) hours per pay period.

- (2) No vacation leave shall accrue after sixty (60) consecutive days of absence.
- (d) Vacation Requests/Use: With approval of the Department Head/Supervisor an employee may take vacation leave up to the amount of vacation leave accrued at the time of such leave. Provided however, that the vacation leave may not be used in the same pay period in which it is accrued. Vacation leave requests shall be made to the Department Head/Supervisor for approval. Insofar as is practical, and unless otherwise provided by contract or agreement, employees will be scheduled for vacation leave based upon their preference. In the event one or more municipal holidays fall during the period of leave, such holiday shall not be charged as vacation leave. While utilizing approved vacation leave, leave shall not be charged to sick leave upon return, unless otherwise provided by contract or written agreement. Unless otherwise approved by their Department Head, an employee may not use vacation or other leave in any manner that would result in the employee exceeding the number of hours in their regular work day/shift.
- (e) Maximum Allowable Balance: Unless otherwise provided by contract or other written agreement, a forty (40) hour-a-week employee with more than two hundred and eighty (280) hours vacation leave and a fifty-six (56) hour-a-week employee with more than two hundred eighty-eight (288) hours of vacation leave as of October 1 (the first day of the City's fiscal year) shall utilize the excess leave before January 15 of the following calendar year, unless otherwise approved in writing by the employees Department Head and by the Human Resources Director.
- (f) Vacation Leave Balance at Separation: All employees with accrued vacation leave, who leave employment with the City, for any reason, shall receive payment for their balance of vacation leave accrued through the effective date of separation.

Vacation leave shall not be used for the purpose of postponing the date of separation, retirement or other predetermined separation or termination of employment past the actual month of the employee's last physical work day. For example, an employee who submits a notice of resignation will not be allowed to use leave to postpone their last day with the City into the subsequent month. Separation of employment needs to be in the same month as the last day worked. Any eligible compensable leave will be paid out to the employee in their final check.

SECTION 4. Sick Leave

- (a) Purpose: All employees in the competitive service are eligible to accrue and use sick leave with pay only as specifically allowed by the rules contained in this section. Sick leave shall not be considered as a right, which an employee may use at his/her discretion.
- (b) Accrual Method: Unless otherwise provided by contract or other written agreement, Sick leave accruals will be earned over twenty-four (24) pay periods rather than twenty-six (26) pay periods. This means in the two months when

employees receive three wage disbursements, employees will not receive accruals on the third wage disbursement. Sick leave will be accrued as: ten (10) hours for each month of service, accrued at a rate of five (5) hours per pay period, for Forty (40) hour a week employees.

- (1) No sick leave shall accrue after sixty (60) consecutive days of absence.
- (c) Allowable Use: Accrued sick leave hours may be used for the following reasons that prevent an employee from working during a regularly scheduled workday/shift:
 - (1) Personal illness;
 - (2) Personal injury.
 - (3) Illness or quarantine of employee's immediate family necessitating the employee's absences from work. Unless otherwise provided by contract or other written agreement, immediate family is defined as spouse, child, mother, and father. A child is defined as the biological, adopted, foster, stepchild or a child of an individual acting in the parent's stead, who is under the age of eighteen unless an eligible IRS dependent.
 - (4) Personal or medical related appointments, including annual wellness exams, counseling, dental check-up, etc. (including the employee's immediate family).
 - (5) Conditions qualifying for leave under the Family and Medical Leave Act as provided under Section 11 of this Rule.
 - (6) Sick leave may not be used in the same pay period in which it is accrued.
 - (7) Notification Requirement: Unless otherwise specified by contract or written agreement, an employee who seeks to receive compensation while absent on sick leave, must notify his/her immediate supervisor or the Human Resources Director within four (4) hours prior to scheduled work shift, or as specified by the Department Head. If the employee is incapable of providing the required notice, the employee must provide notice as soon as possible.
 - (8) Documentation of Illness/Injury: When the absence is for more than three (3) consecutive workdays, the Department Head/Supervisor or Human Resources Director may require a report from a medical provider stating that the employee is/was unable to perform his/her duties or is/was needed for the care of an immediate family member's illness or injury, or other qualified, allowable uses, as noted in this rule. Additionally, if in the Department Head's/Supervisor's opinion the employee is unable to perform their job duties, a medical report maybe required at any time.
 - (9) Conservative Sick Use: To be eligible for conservative sick use, employees must be employed for the entire quarter of the fiscal year (eligible hours will be pro-rated for part-time employees). All employees with less than seven hundred twenty (720) hours of accumulated sick leave shall be eligible to receive four (4) hours of vacation for each quarter of the fiscal year in which they did not use any sick leave.
 - (10) Maximum Usable Balance: As of October 1 of each year, a forty (40) hour a week employee may not have a usable balance of sick leave exceeding seven hundred and twenty (720) hours.

- (11) Compensation for Excess Sick Leave: Unless otherwise provided by contract or other written agreement, employees who have accrued more than the maximum usable balance of sick leave must select one of the following options for compensation of their excess sick leave. Once an employee has selected an option upon reaching eligibility, that selection may not be changed.
- (i) Option One: Employees having accrued more than the usable balance of sick leave shall forfeit all sick leave in excess of the maximum on October 1 of each year. The employee will be paid, in November of the same year for one third (1/3) of the forfeited sick leave. Upon retirement from the City of Coeur d'Alene, employees will be paid for one-third (1/3) of their accrued sick leave balance at the date of retirement up to a maximum of two hundred forty (240) hours.
 - (ii) Option Two: Employees having accrued more than the usable balance of sick leave, will bank the excess sick leave on October 1 of each year. Upon retirement from the City of Coeur d'Alene pursuant to the provisions of Idaho Code, the termination of an employee due to that employee's job being abolished, or the death of the employee, the employee or their beneficiary will be paid for thirty-five percent (35%) of the employee's banked excess sick leave. Banked excess sick leave balance cannot be converted back into usable sick leave. Excess sick leave will continue to be banked each October 1 of each year.
- (12) Sick Leave Balance upon Separation: No payment shall be made for accumulated sick leave at the time of separation of employment, except those employees who retire from the City of Coeur d'Alene pursuant to the provisions of the Idaho Code. If a sick leave option has been selected, the selected option shall be applicable, see Section 11 entitled "Compensation for Excess Sick Leave" of this rule.

Sick leave time shall not be used for the purpose of postponing the date of separation, retirement or other predetermined separation or termination of employment. For example, an employee who submits a notice of resignation will not be allowed to use sick leave to cover the last days of employment instead of working.

- (13) Long Term Disability: Unless otherwise provided by contract or other written agreement, employees utilizing the City provided disability insurance shall not receive vacation or sick leave accruals after sixty (60) consecutive days of absences.

SECTION 5. Bereavement Leave

Unless another period of leave is agreed to by contract, in the event of a death in the immediate family of an employee, and/or being in attendance at the relative's bedside,

the employee under the IAFF contract terms shall be granted up to ~~forty-eight~~~~seventy-two~~ (4872) hours off with pay, while an employee under the Police Association Contract shall be granted 53.35 hours of paid leave of absence to employees whose scheduled workday is 10 hours and 40 minutes at the time of death. All other Police Association represented employees shall be granted 40 hours of paid leave of absence. This equates to the maximum of five (5) scheduled work days and hours will be pro-rated for part-time employees. Employees under the LCEA Contract and forty (40) hour employees shall be granted up to forty (40) hours off with pay. Immediate family is defined as spouse, including documented common law status, per Idaho Code, child, mother, father, legal guardians, brothers, sisters, grandparents, and grandchildren of either spouse. Child is defined as the biological, adopted, foster, stepchild, legal ward or a child of an individual acting in the parent's stead. Only time taken within thirty (30) days prior to or immediately following a death shall qualify as bereavement leave. If an employee is on scheduled time off at the time bereavement occurs, bereavement leave shall be paid and time off shall not be charged to accrued leave until bereavement leave is exhausted.

Only time taken within thirty (30) days prior to or immediately following a death shall qualify as bereavement leave. An extension of such leave or time taken off for the illness of an immediate family member that does not result in death shall be charged to sick leave, vacation, and/or comp time as the employee requests in accordance with applicable policies.

SECTION 6. Military Leave

Military leave shall be granted in accordance with the provisions of applicable law. All employees entitled to military leave shall give the appointing power an opportunity within the limits of military regulations to determine when such leave shall be taken. ~~The Human Resources~~~~Personnel Office~~ shall maintain current account of veterans' re-employment rights, and shall make such information available to employees upon request.

SECTION 7. Unpaid Leave of Absence

- (a) Short Term Unpaid Leave: Department Heads may grant a regular appointed or probationary employee an unpaid leave of absence for up to one (1) calendar week. The leave must be approved in writing and be reported to the Human Resources Director.
- (b) Extended Unpaid Leave: The Human Resources Director may grant a regular appointed or probationary employee an unpaid leave of absence for up to twelve (12) calendar weeks. The leave must be requested and approved in writing and the written request must explain the reason for the leave. Prior to beginning an unpaid leave of absence under this subsection, the employee must have exhausted all vacation, sick, or comp time leave that is available to the employee under these rules. Service time will not accrue during the period of unpaid leave.
- (c) Unpaid Leave Beyond Twelve (12) Weeks: An unpaid leave of absence of twelve (12) calendar weeks or more must be approved in writing by the City Council.

- (a) Other days may be declared holidays as proclaimed by the President, Governor, or Mayor and City Council of this City.
- (b) For purposes of computing holidays, a working day for forty hour employees shall be considered eight (8) hours and for fifty-six (56) hour a week employees twenty four (24) hours. Eligible employees who work less than full-time, but more than 1040 hours during a fiscal year, shall be credited for holidays on a pro-rated basis.

When a holiday falls on a Saturday, the preceding Friday shall be observed. When a holiday falls on a Sunday, the following Monday shall be observed. If December 24th falls on a Saturday or Sunday, the preceding Friday shall be observed. If a holiday falls on an employee's regularly scheduled time off, equivalent time off shall be granted.

City employees in departments operating on a continuous 24 hour basis or schedule shall be entitled to equivalent time off in lieu of holidays or compensated at straight-time commensurate with the holiday time hereby granted to other employees or as otherwise provided by the applicable collective bargaining agreement.

SECTION 11. Family and Medical Leave (FML)

(a) **Purpose/Intent**

The purpose of this rule is to provide employees a general description of their rights and duties under the Family and Medical Leave Act (FMLA) of 1993. The FMLA allows eligible employees to take up to 12 weeks of unpaid, job-protected leave for specified family and medical reasons.

(b) **Definitions:** For the purposes of this section, the following terms have the following meanings:

- (1) 12-Month Period: a rolling 12-month period immediately preceding the FMLA request.
- (2) Spouse: A husband or wife in a marital community as defined and recognized under federal law. Spouses who both work for the City have a combined twelve (12) weeks total leave in a 12 month period for the birth of a Child, placement of a Child for adoption or foster care, or for the care of a sick Parent.
- (3) Child: Biological, adopted, foster, step, a legal ward, or a child of a person standing *in loco parentis* (day-to-day responsibilities). The child must be under 18 years of age or incapable of self-care because of physical or mental disability regardless of age.
- (4) Parent: Biological, adoptive, foster, step, or an individual who stood in loco parentis (day-to-day responsibilities or financial support) to an employee when the employee was a child.
- (5) Next of Kin (military caregiver leave): Nearest blood relative, other than the Spouse, Parent, son, or daughter.

- (6) Certification: Completed medical certification from a health care provider that provides details regarding the treating physician, applicable medical facts, amount of leave needed, and any additional information that supports the request for FML.
- (7) Serious Health Condition: Illness, injury, impairment or physical or mental condition that involves inpatient care or continuing treatment by a health care provider.
- (8) Covered Service Member: Current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy.
- (9) Qualifying Exigency Leave: Military family leave taken for any qualifying exigency (as defined by U.S. Department of Labor regulations) arising out of the fact that a covered military member is on active duty or call to active duty status.

(c) Eligible Employees

To qualify, an employee must meet the following conditions:

- (1) Has worked for the City for at least twelve (12) months; and
- (2) Has worked at least 1,250 hours in the 12-months immediately preceding the FMLA request.

(d) Allowable Uses

Eligible employees may take up to 12 workweeks of leave in a 12-Month Period for one or more of the following reasons:

- (1) For the birth and care of a newborn Child or placement of a Child for adoption or foster care;
- (2) To care for a Spouse, Child or Parent with a Serious Health Condition;
- (3) For a serious health condition that makes the employee unable to perform their essential job functions; or
- (4) For any Qualifying Exigency for a Spouse, Child or Parent when the Covered Service Member is on covered active duty in support of a contingency operation.

An eligible employee may also take up to 26 workweeks of leave during a single 12-month period to care for a covered servicemember with a serious injury or illness, when the employee is the spouse, son, daughter, parent, or next of kin of the servicemember (military caregiver leave).

(e) Notification and Certification

- (1) Employees are required to give a 30-day advance notice when the need for the leave is foreseeable. An "Employee Request for Family Medical

Leave” form shall be completed by the employee and returned to the Human Resources Department.

- (2) A completed and sufficient certification issued by the health care provider will be required to determine eligibility for FML. FML may be denied if these requirements are not met.

(f) Use of Paid and Unpaid Leave

- (1) An employee requesting FML because of a birth, adoption or foster care placement of a Child must use any accrued vacation and comp time leave prior to being eligible for unpaid FML, unless under the care of a health care provider for a condition which would allow the employee to be eligible to use accrued sick leave.
- (2) An employee who is requesting FML because of the employee’s own serious health condition or the serious health condition of an eligible family member must use all paid vacation, comp time, and sick leave before being eligible for unpaid FML.
- (3) An employee who is requesting military FML for a qualifying exigency must use all paid vacation and comp time leave prior to being eligible for unpaid FML leave.
- (4) An employee who is requesting FML for military caregiver leave must use all paid vacation, comp time, and sick leave in lieu of unpaid FML.
- (5) Sick leave will run concurrently with FML if the reason for the FML is covered by the established sick leave policy.
- (6) If the employee exhausts their accrued paid leave, the employee will be granted the remainder of FML as unpaid in order to receive the full 12 weeks.

(g) Continuation of Coverage

- (1) An employee granted FML will continue insurance coverage under the same conditions as coverage would have been provided if the employee had been continuously working during the leave period.
- (2) Employee contributions for health insurance will continue to be required, either through payroll deduction (where the employee has used accrued paid leave), or by direct payment to the City Finance Department. Payment for employee contributions will be due by the last working day of the month.
- (3) If the employee’s contribution is more than one month late, the City may terminate the employee’s insurance coverage or elect to advance the employee contribution, in which case, the employee will be required to reimburse the City for delinquent payments upon returning from leave.
- (4) The employee will be required to sign a written statement at the beginning of the leave period authorizing the payroll deduction for delinquent

payments. Employee contribution amounts are subject to any change in rates that occur while the employee is on leave.

- (5) Employees should contact the Human Resources Department to discuss their rights and obligations for continuation of any current benefits they are receiving. Employees must make arrangements for payment of their portion of their benefit costs or discontinuation of those benefits will occur.

(h) Intermittent Leave Requests

- (1) The FMLA permits employees to take leave on an intermittent basis or to work a reduced schedule under certain circumstances.
- (2) Intermittent/reduced schedule leave may be taken when medically necessary to care for a seriously ill family member, or because of the employee's serious health condition.
- (3) Intermittent/reduced schedule leave may be taken to care for a newborn or newly placed adopted or foster care child only with the employer's approval.

SECTION 12. Retirement Consultation Benefit

- (a) **Purpose:** This is a discretionary medical benefit available to employees seeking retirement if the decision to retire results in cost savings and there is an identifiable need for consultant services to the City.
- (b) **Definition:** For the purpose of this section, the following term has the following meaning.
 - (1) **Consultant:** A professional who provides expert advice in a specialized field and has a wide knowledge of the subject matter.
- (c) **Employee Responsibility:** To be eligible for consideration, the employee must first meet with their department head to discuss the need for consultant services. If the department head agrees there is ~~a~~an identifiable need for consultant services, the employee will submit a written request to the Human Resources Director, at least ninety (90) days prior to separation of employment.
- (d) **Department Head/Employer Responsibility:** The written request from the employee will be reviewed by the Department Head, Human Resources Director, Finance Director and the Personnel Officer to verify that the criteria are met. If criteria are met, the Department Head will be responsible to present the information to City Council for approval.

In determining if the City should grant the retirement consultation benefit the City will

take into account the following criteria:

- (1) The employee must be eligible for retirement from the City of Coeur d'Alene pursuant to the provisions of Idaho Code pertaining to P.E.R.S.I.,
 - (2) The retirement must result in a savings of at least \$ \$40,000 over two (2) years.
 - (3) The department head will provide the following information to justify the necessity of the retiree's consultation to the City.
 - i. Detailed description of the scope of consultant work.
 - ii. An evaluation of the employees overall job performance prior to retirement.
 - iii. A staffing plan on re-filling the position.
 - (4) The retiree's availability to provide professional consultation services to the City for a minimum of two hundred forty (240) hours, for up to two (2) years.
 - (5) The employee must be willing to sign an agreement releasing the City of Coeur d'Alene of any and all claims of the employee. The agreement will further outline the terms of the separation and provide a guarantee to the City for consultant services. No payment shall be paid directly to the employee.
 - (6) The department head will not re-fill the position for a minimum of sixty (60) days from the date of the employee's retirement.
- (e) **Employee Benefit:** The employee will opt out of the City's medical insurance plan and receive twenty-four thousand dollars (\$24,000) into their HRA/VEBA plan.

The twenty-four thousand dollars (\$24,000) will be paid in monthly payments to their VEBA account of one thousand dollars (\$1000.00) and continuing until the full amount has been paid out. However, if the employee completes two hundred and forty hours of consulting services prior to the termination of the two year contract, the remaining balance of the \$24,000.00 will be paid to the employees VEBA account in a lump sum.

RULE 26: APPOINTED OFFICERS AND DEPARTMENT HEADS

SECTION 1. Purpose/Intent

The purpose of this rule is to establish consistent rules and policies for appointed officers and Department Heads as defined herein.

SECTION 2. Definitions

For the purposes of this section, the following terms have the following meanings:

- (a) Appointed Officers: The City Administrator, City Attorney, City Clerk and City Finance Director.
- (b) Department Heads: All appointed officers and the Community Planning Director, Fire Chief, Human Resources Director, Library Director, Parks and Recreation Director, Police Chief, Director of Engineering and Streets, Wastewater Superintendent and Water Superintendent.
- (c) City Administrator: The person appointed by the Mayor and approved by the City Council to fill the position of City Administrator in the adopted classification and compensation plan.
- (d) Library Director: The person appointed by the Library Board of Trustees to fill the position of Library Director in the adopted classification and compensation plan.

SECTION 3. Conditions of Employment

- (a) FLSA Exempt: Department Heads are executive exempt employees under the Fair Labor Standards and are ineligible to receive compensatory or overtime pay.
- (b) At Will: Unless specifically agreed to in writing and approved by the city council, Department Heads are at-will employees, with no right to continued employment or employment benefits. This section is not a contract of employment and is not intended to specify the duration of employment or limit the reasons for which a Department Head may be discharged. All provisions of this section will be interpreted in a manner consistent with this paragraph. In the event of any irreconcilable inconsistencies, the terms of this paragraph will prevail. Only a written contract expressly authorized by the city council can alter the at-will nature of Department Heads employment by the City, notwithstanding anything said by the Mayor or City Council. The framework for disciplinary actions and termination contained in this section guides the processes to be taken when a Department Head violates employment policies or fails to adequately perform his/her duties but are not required. Similarly, progressive steps may be implemented in order to encourage improved performance or attitude, but are not required.
- (c) Residency: At the discretion of the City Administrator, Department Heads may be required to reside within a twenty (20) minute driving response time to the city

- limits.
- (d) Duties: Department Head duties and responsibilities are outlined in the adopted job description for each position.
 - (e) Application of Personnel Rules: Department Heads are subject to the following personnel rules unless otherwise modified by this section:
 - (1) Rule 1, Section 11, Standards of Conduct;
 - (2) Rule 11, Section 4, Sick Leave;
 - (3) Rule 11, Section 5, Bereavement Leave;
 - (4) Rule 11, Section 6, Military Leave;
 - (5) Rule 11, Section 8, Witness and Jury Leave;
 - (6) Rule 11, Section 10, Holidays;
 - (7) Rule 11, Section 11, Family and Medical Leave;
 - (8) Rule 11, Section 12, Retirement Medical Benefit;
 - (9) Rule 19, City Property;
 - (10) Rule 20, Authorization and Procedures for Expense Reimbursement;
 - (11) Rule 22, Drug Policy;
 - (12) Rule 23, Workplace Discrimination, Harassment and Retaliation;
 - (13) Rule 24, Workplace Violence Prevention; and
 - (13) Any other rule that, by its terms, is specifically applicable to Department Heads.
 - (f) In addition to the personnel rules listed above, Department Heads must follow all policies and procedures applicable to them that are approved by the city council by resolution.

SECTION 4. Initial Appointment

- (a) Appointment:
 - (1) Department Heads (Excluding Appointed Officers and Library Director): Department Heads are appointed by the City Administrator in consultation with the Mayor and the Human Resources Director. The Mayor and a representative of the City Council may serve on the selection committee.
 - (2) Library Director: The Library Director is appointed by the Board of Library Trustees as provided by I.C. 33-2607 and 33-2608.
 - (3) Appointed Officers: Appointed officers are appointed by the Mayor and confirmed by the City Council as provided by I.C. 50-204 and 50-205. In selecting a candidate for appointment the Mayor will consult with the Human Resources Director.
- (b) Compensation: Department Heads will be appointed and paid a salary within the range identified in the currently adopted classification and compensation plan.
- (c) Promotional Appointments: Current city employees who are promoted to a Department Head position will receive a minimum of a 10% salary increase and must use any accrued compensatory time at a rate of at least 40 hours a year until the accrued compensatory leave balance is exhausted.
- (d) Vacation Accrual Credit for Past Work Experience: A newly hired Department Head may be given credit for vacation accrual based on past similar work experience. In order to qualify, the new Department Head must provide their

previous job description and any other relevant information to the Human Resources Director who will review the information to determine if the prior position was sufficiently similar to the adopted job description for the position to warrant vacation accrual credit for the past work experience.

SECTION 5. Benefits

(a) Vacation:

- (1) Accrual Rate: [Vacation accruals will be earned over twenty-four \(24\) pay periods rather than twenty-six \(26\) pay periods. This means in the two months when employees receive three wage disbursements, employees will not receive accruals on the third disbursement.](#) Vacation leave for Department Heads will accrue as follows:
 - (i) 1st through 3rd Year of Service: 8 hours of leave accrues for each complete month of service; accrued at a rate of four (4) hours per pay period.
 - (ii) 4th through 10th Year of Service: 12 hours of leave accrues for each complete month of service; accrued at a rate of six (6) hours per pay period.
 - (iii) 11th through 15th Year of Service: 16 hours of leave accrues for each complete month of service; accrued at a rate of eight (8) hours per pay period.
 - (iv) 16 or More Years of Service: 20 hours of leave accrues for each complete month of service; accrued at a rate of ten (10) hours per pay period.
- (2) Existing Accrual Rate: Department Heads currently accruing leave at a higher rate will continue to accrue leave at their current rate. Future accrual increases will be based on the schedule above.
- (3) Maximum Vacation Accrual: Department Heads may not accumulate more than 360 hours of vacation leave. Any excess vacation leave as of October 1st of each year will be forfeited unless used by January 15th of the following year unless otherwise approved by the City Administrator in writing.
- (4) Vacation Accrual During Leave: No vacation leave will be accrued after 60 consecutive days of absence.
- (5) Reporting Usage: Vacation usage must be reported on time records in half day increments.

(b) Sick Leave:

- (1) Accrual Rate: [Sick leave accruals will be earned over twenty-four \(24\) pay periods rather than twenty-six \(26\) pay periods. This means in the two months when employees receive three wage disbursements, employees will not receive accruals on the third disbursement.](#) Department Heads will accrue ten (10) hours for each month of service; accrued at a rate of five (5) hours per pay period.
- (2) Reporting Usage: Sick leave usage must be reported on time records in half day increments.

- (3) Sick Leave Bank: Department Heads are eligible to participate in the sick leave bank.
- (4) Maximum Sick Leave Accrual: Department Heads may not accumulate more sick leave than is allowed for other employees as outlined in Rule 11, Section 4. Department Heads may select either of the two options for compensation for excess sick leave contained in Rule 11, Section 4. Sick leave accruals paid out at retirement will be deposited into the Department Head's VEBA account.
- (c) Compensation/Performance Based Salary Increases:
 - (1) Department Heads (Excluding City Administrator and Library Director): All Department Heads are eligible for a pay increase of up to 8% twelve months after their appointment date and annually thereafter based on a performance evaluation by the City Administrator. The City Administrator will consult with the Human Resources Director in performing the evaluation. If the Department Head disagrees with the evaluation, the Department Head may request that the Mayor review the evaluation.
 - (2) City Administrator: The City Administrator is eligible for a pay increase of up to 8% twelve months after his or her appointment date and annually thereafter based on a performance evaluation by the Mayor. The Mayor will consult with the Human Resources Director in performing the evaluation.
 - (3) Library Director: The Library Director is eligible for a pay increase of up to 8% twelve months after his or her appointment date and annually thereafter based on a performance evaluation by the library board of trustees in conjunction with the City Administrator.
 - (4) Maximum Salary: Department Head salaries cannot exceed the maximum amount authorized in the currently adopted classification and compensation plan.
- (d) Cost of Living Increases: In addition to performance-based salary increases, Department Heads will receive annual cost of living increases of 2.5%. Cost of living increases will be effective on October 1st.
- (e) Car Assignment: The City Administrator will authorize car assignments based upon adopted city policies for vehicle assignment and usage. The Department Head must follow all adopted city policies for vehicle usage.
- (f) Severance: The city will provide four (4) months of salary and continuation of the benefits listed in subsection (5)(g) below, to Department Heads except when the Department Head voluntarily retires or resigns or is discharged from employment during the first year of employment or as a result of a felony conviction.
- (g) Additional Benefits: Department Heads will receive the same VEBA, medical, dental and vision insurance, Social Security (F.I.C.A.), PERSI, life insurance, and long term disability insurance authorized by the council for the employees represented by LCEA.

SECTION 6. Organization and Supervision

- (a) Department Heads (Excluding Appointed Officers and Library Director): Department Heads are supervised by the City Administrator.
- (b) Library Director: For organizational purposes, the Library Director coordinates work assignments and reports to the City Administrator. However, the Library Director serves at the pleasure of the Board of Library Trustees and is supervised and evaluated by the Board.
- (c) Appointed Officers (Excluding the City Administrator): For organizational purposes, the appointed officers (excluding the City Administrator) coordinate work assignments, report to, and receive performance evaluations from the City Administrator. However, appointed officers serve at the pleasure of the Mayor and City Council.
- (d) City Administrator: The City Administrator reports to, and is supervised by, the Mayor. The City Administrator serves at the pleasure of the Mayor and City Council.

SECTION 7. Termination of Employment

- (a) Department Heads (Excluding Appointed Officers and Library Director): Department Heads may be terminated by the City Administrator in consultation with the City Attorney and Human Resources Director. The Department Head may request that the Mayor and City Council review the decision to terminate his or her employment prior to the termination becoming final by filing a written request with the Human Resources Director within 2 business days after receiving written notice of the City Administrator's decision to terminate his or her employment. Prior to the City Council's vote to approve the City Administrator's termination of a Department Head, the Department Head will be provided an opportunity to address the Mayor and City Council and present information concerning his or her pending termination. The City Council may discuss the matter in Executive Session, pursuant to Idaho Code §74-206(1)(b), however the vote on the matter must occur in an open meeting. The Mayor shall not vote except in the case of a tie vote. The City Council shall vote on the matter at the meeting at which the evidence and argument is completed or at the next regularly scheduled meeting, but no later.
- (b) Appointed Officers: Appointed officials will be terminated in accordance with I.C. 50-206. The Mayor and/or City Council will make the determination to terminate the appointed officer in consultation with the City Attorney and Human Resources Director. Prior to the City Council's vote to approve the Mayor's termination of an appointment officer or to initiate the termination of an appointed officer, the officer will be provided with an opportunity to address the Mayor and City council and present information concerning his or her pending termination.
- (c) Library Director: The Library Director may be terminated by the Library Board of Trustees in consultation with the City Attorney, Human Resources Director and City Administrator consistent with the Board of Trustees' adopted by-laws and I.C. 33-2606 and I.C. 33-2608.

RULE 27: FLSA EXEMPT EMPLOYEES

SECTION 1. Purpose/Intent

The purpose of this rule is to establish consistent rules and policies for FLSA exempt employees other than Department Heads.

SECTION 2. Definitions

For the purpose of this section, the following term has the following mean:

- (a) **FLSA Exempt:** Employees responsible for management within a city department, and under the day to day guidance of the Department Head, includes the following positions: [Accountant](#), Assistant Street & Engineering Superintendent, Assistant Wastewater Superintendent, Assistant Water Superintendent, Senior Planner, Attorneys, Comptroller, Deputy Fire Chiefs, Deputy Library Director, IT Network Administrator, [Network Specialist](#), IT Database Application Developer, IT Systems Analyst Coordinator, Police Captains, Project Coordinator, Assistant Project Manager, Project Managers, Building Official, City Engineer/Lead Project Manager, Parks Superintendent, Recreation Superintendent and Capital Program Manager.

SECTION 3. Conditions of Employment

- (a) **FLSA Exempt:** FLSA exempt employees are classified as exempt employees under the Fair Labor Standards Act and are ineligible to receive compensatory or overtime pay.
- (b) **Residency:** At the discretion of the city administrator, certain FLSA exempt employees may be required to reside within a twenty (20) minute driving response time to the city limits.
- (c) **Duties:** FLSA exempt employees' duties and responsibilities are outlined in the adopted job description for each position.
- (d) **Application of Personnel Rules:** FLSA exempt employees are regulated by the personnel rules except as specifically provided by this rule or as otherwise provided by a written agreement.
- (e) FLSA exempt employees follow the observed Holidays listed in Rule 11, Section 10.
- (f) In addition to the personnel rules, FLSA exempt employees must follow all policies and procedures applicable to them that are approved by the City Council by resolution.

SECTION 4. Appointment

- (a) **Compensation:** FLSA exempt employees will be appointed and paid a salary within the range identified in the currently adopted classification and

- compensation plan.
- (b) Promotional Appointments: Current city employees who are promoted to a FLSA exempt position will receive a minimum of a 10% salary increase and must use any accrued compensatory time at a rate of at least 40 hours a year until the accrued compensatory leave balance is exhausted.

SECTION 5. Benefits

(a) Vacation:

- (1) Accrual Rate: Vacation accruals will be earned over twenty-four (24) pay periods rather than twenty-six (26) pay periods. This means in the two months when employees receive three wage disbursements, employees will not receive accruals on the third disbursement. Vacation leave for FLSA exempt employees will accrue as follows:
- (i) 1st through 3rd Year of Service: 8 hours of leave accrues for each complete month of service; accrued at a rate of four (4) hours per pay period.
 - (ii) 4th through 5th Year of Service: 12 hours of leave accrues for each complete month of service; accrued at a rate of six (6) hours per pay period.
 - (iii) 6th through 10th Year of Service: 16 hours of leave accrues for each complete month of service; accrued at a rate of eight (8) hours per pay period.
 - (iv) After ten (10) or more Years of Service: 20 hours of leave accrues for each complete month of service; accrued at a rate of ten (10) hours per pay period.
- (2) Existing Accrual Rate: The employee will not lose any vacation leave accrued at the time the employee becomes an exempt employee.
- (3) Maximum Vacation Accrual: FLSA exempt employees may not accumulate more than 360 hours of vacation leave. Any excess vacation leave as of October 1st of each year will be forfeited unless used by January 15th of the following year unless otherwise approved by the city administrator in writing.
- (4) Vacation Accrual During Leave: No vacation leave will be accrued after 60 consecutive days of absence.
- (5) Reporting Usage: Vacation usage must be reported on time records in half day increments.

(b) Sick Leave:

- (1) Accrual Rate: Sick leave accruals will be earned over twenty-four (24) pay periods rather than twenty-six (26) pay periods. This means in the two months when employees receive three wage disbursements, employees will not receive accruals on the third disbursement. FLSA exempt employees will accrue ten (10) hours for each month of service; accrued at a rate of five (5) hours per pay period.

- (2) Reporting Usage: Sick leave usage must be reported on time records in half day increments.
 - (3) Sick Leave Bank: FLSA exempt employees are eligible to participate in the sick leave bank.
 - (4) Maximum Sick Leave Accrual: FLSA exempt employees will not receive compensation for accumulated sick leave unless the FLSA exempt employee retires from the City of Coeur d'Alene pursuant to the provisions of Idaho Code. The FLSA exempt employee must select sick leave option 1 or 2, found in Rule 11, Section 4.
- (c) Compensation/Performance Based Salary Increases:
- (1) All FLSA exempt employees are eligible for a pay increase ranging from 5% to 8% 12 months after their appointment date and annually thereafter based on a performance evaluation from the department head.
 - (2) Maximum Salary: FLSA exempt employees' salaries cannot exceed the maximum amount authorized in the currently adopted classification and compensation plan.
- (d) Cost of Living Increases: In addition to performance based salary increases, FLSA exempt employees will receive annual cost of living increase of 2.5%. Cost of living increases will be effective on October 1st.
- (e) Car Assignment: The city administrator will authorize car assignments based upon adopted city policies for vehicle assignment and usage. The FLSA exempt employee must follow all adopted city policies for vehicle usage.
- (g) Additional Benefits: FLSA exempt employees will receive the same VEBA, medical, dental and vision insurance, Social Security (F.I.C.A.), PERSI, life insurance, and long-term disability insurance authorized by the council for the employees represented by LCEA.



Date: December 6, 2022
To: City Council
From: Melissa Tosi; Human Resources Director
Re: Amendment to Collective Bargaining Agreement with the Coeur d'Alene Firefighters Local No. 710, International Association of Firefighters (IAFF)

Decision Point: Should the City Council approve amendments to the collective bargaining agreement with the Coeur d'Alene Firefighter Local No. 710 International Association of Firefighters (IAFF) related to the change to a bi-weekly payroll?

History: These amendments are specific changes necessary to the current collective bargaining agreement for Local 710 to transition from a semi-monthly to a bi-weekly payroll effective January 1, 2023. Changing from a semi-monthly to bi-weekly payroll will make the timecard inputting, review, approval process easier, and paydays will be consistent and easier for employees to budget around. The amendments have been approved by Local 710. The following are the amendments necessary to provide clarity for the bi-weekly payroll change:

Article 16 – Sick Leave & Article – 22 Vacation: For vacation and sick accruals, the accruals will be earned over twenty-four (24) pay periods rather than twenty-six (26) pay periods. This means in the two months when there are extra wage disbursements, employees will not receive accruals in that pay period in order to remain with our current accruals. Additionally, since pay periods will generally no longer start on the first of the month, language that refers to the 1st is being amended to at the beginning of the pay period that includes the 1st.

Article 21 – Work Schedule/Overtime: In order to match up our pay periods with the fire department Fair Labor Standards Act (FLSA) work cycle, the work cycle is being amended to 14 days and being restarted effective January 1, 2023.

Article – 23 Wages: Updating the October 1, 2023 market adjustment increase of six percent to the beginning of the pay period that includes October 1 since the bi-weekly payroll schedule will have October 1 in the middle of a pay period.

The amendments capture the necessary articles that require updating regarding the mutually agreed upon bi-weekly payroll change that will be implemented effective January 1, 2023, and will create consistency across the City.

Financial Analysis: The bi-weekly payroll transition overall will save considerable staff time in the review process in the supervisory chain of command, department administration, and payroll review. Additionally, matching up the 14-day FLSA work cycle to the bi-weekly pay cycle will greatly help with department and payroll review.

Performance Analysis: As discussed through the above amendments, transitioning to a bi-weekly payroll will be easier for departments, Human Resources, and Payroll to assist, review, and approve timecards. The amendments have been approved by Administration, Human Resources, and Local 710.

Recommendation: The City Council should approve the amendments to the collective bargaining agreement with the Coeur d'Alene Firefighter Local No. 710 International Association of Firefighters (IAFF) as set out in the Amendment No. 1 to the Agreement.

RESOLUTION NO. 22-060

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AMENDMENT NO. 1 TO THE AGREEMENT WITH THE FIREFIGHTERS LOCAL NO. 710, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF) TO ALLOW FOR THE IMPLEMENTATION OF A BI-WEEKLY PAYROLL.

WHEREAS, the Human Resources Director of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene approve Amendment No. 1 to the Agreement with the Firefighters Local No. 710, International Association of Firefighters (IAFF) to allow for the implementations of a bi-weekly payroll, pursuant to terms and conditions set forth in the Amendment, a copy of which is attached hereto as Exhibit "A" and by reference made a part hereof; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City approve Amendment No. 1 to the Agreement with the Firefighters Local No. 710, International Association of Firefighters (IAFF) to allow for the implementation of a bi-weekly payroll, in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 6th day of December, 2022.

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 WOOD Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER ENGLISH Voted

_____ was absent. Motion _____.

AGREEMENT
AMENDMENT NO. 1

THIS AMENDMENT TO AGREEMENT is made and entered into this 6th day of December, 2022, by and between the CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, hereinafter referred to as the "CITY," and the COEUR D'ALENE FIREFIGHTERS LOCAL NO. 710, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, hereinafter referred to as the "UNION,"

WITNESSETH,

WHEREAS, the City and the Union entered into a labor agreement on September 6, 2022, adopted by the City Council pursuant to Resolution No. 22-040; and

WHEREAS, the Parties desire to amend the Agreement.

NOW, THEREFORE, effective January 1, 2023, the parties hereby mutually agree that the Agreement is amended as provided herein.

SECTION 1. *Sections 3 and 6 of Article 16 are hereby amended as follows:*

**ARTICLE 16
SICK LEAVE**

SECTION 3. Sick leave accruals will be earned over twenty-four (24) pay periods rather than twenty-six (26) pay periods. This means in the two months when employees receive three wage disbursements, employees will not receive accruals on the third wage disbursement. Sick leave shall be earned at twelve (12) hours per pay period for a fifty-six (56) hour a week employee, and at the rate of five (5) hours per pay period for a forty (40) hour a week employee. Unused sick leave may be accumulated to a total of not more than 1440 hours for employees who work a fifty-six (56) hour week and to a total of 720 hours for employees who work a forty (40) hour week. For the purpose of computing compensation for accrued sick leave at retirement provided for in Option Two of Section 6, sick leave shall be calculated as unlimited accrual.

SECTION 6. Each employee shall select one of the following options for compensation of sick leave accrual:

Option One: Employees having accumulated one thousand four hundred forty (1440) hours of sick leave ~~as of~~ at the beginning of the pay period that includes October 1, shall receive one (1) additional hour of vacation leave for every three (3) hours of sick leave forfeited on October 1 of each year. Employees receiving additional vacation credits in this manner may elect to be compensated at their hourly wage for up to seventy-two

(72) hours of such additional vacation credits. Employees who have not accumulated one thousand four hundred forty (1440) hours of sick leave, or seven hundred twenty (720) hours for 40-hour employees, ~~as of~~ at the beginning of the pay period that includes October 1, shall receive four (4) hours of vacation for each quarter of a fiscal year in which they did not use any sick leave. An employee who retires from the City of Coeur d'Alene pursuant to the provisions of Idaho Code shall be compensated for thirty-three and one third percent (33 $\frac{1}{3}$ %) of his/her accumulated sick leave at the time of retirement.

Option Two: Employees selecting this option shall not receive any yearly pay back for accrued sick leave. Upon retirement from the City of Coeur d'Alene pursuant to the provisions of Idaho Code or the death of the employee, he/she or their beneficiary shall be compensated for forty-one percent (41%) of the employee's accrued sick leave hours.

Once an employee has selected one of the above options upon reaching eligibility, that selection may not be changed.

All employees receiving regular wages in lieu of temporary disability payments will no longer accumulate vacation and sick leave following sixty (60) days of disability.

SECTION 2. *Section 1 of Article 21 is hereby amended as follows:*

ARTICLE 21

WORK SCHEDULE/OVERTIME

SECTION 1. Work Schedule

A. Designated work period and workday: The agreed upon work period for line staff is an average of fifty-six (56) hours a week, including meal periods. The agreed upon work period for administrative staff is forty (40) hours a week, excluding meal periods, Monday through Friday.

The work schedule for fifty-six (56) hour employees is a 48/96, twenty-four (24) hours on, twenty-four (24) hours on, ninety-six (96) hours off. The 48/96 shift schedule is a three-platoon system in which each employee will work two consecutive twenty-four hour shifts for a total of forty-eight hours (48) and have ninety-six (96) consecutive hours off duty (XXOOOOXXOOOO).

B. A shift for line staff will consist of a 24-hour work period. A set will consist of two consecutive 24-hour work periods.

C. No member shall work more than 72 consecutive hours without the Fire Chief's or designee's approval. Likewise, no member shall be required to work more than 72

consecutive hours, unless there is a mutually agreed upon (between FD Administration and UNION) fire department emergency.

D. In the event that a shift is scheduled to work both December 24th and December 25th the same year, the shift assigned to work on December 23rd will be reassigned to work December 24th. The shift originally scheduled to work on December 24th will be reassigned to work on December 23rd.

E. The FLSA work cycle shall be a ~~1424~~-day cycle. Beginning January 1st, ~~2023~~~~11~~.

SECTION 3. *Section 4 of Article 22 is hereby amended as follows:*

ARTICLE 22
VACATION

SECTION 4. Vacation accruals will be earned over twenty-four (24) pay periods rather than twenty-six pay periods. This means in the two months in which employees receive three wage disbursements, employees will not receive accruals on the third wage disbursement.

Accumulation of vacation time shall be computed monthly. A forty (40) hour employee who has accumulated vacation time in excess of three hundred twenty (320) hours or three hundred sixty (360) hours for fifty-six (56) hour employees, as of the first day of the CITY's fiscal year, shall forfeit such excess accumulation at that time, unless otherwise specifically approved by the city administrator. Vacation leave shall be earned in accordance with the following schedule and shall be credited in arrears.

Employees working a fifty-six (56) hour designated work period will accrue the following vacation hours ~~each pay period~~:

1. 1st through 5th year of service: 9 hours
2. 6th through 10th year of service: 10 hours
3. 11th through 15th year of service: 11 hours
4. 16th through 20th year of service: 12 hours
5. More than 20 years of service: 14 hours

Employees working a forty (40) hour designated work period will accrue the following vacation hours ~~each pay period~~:

1. 1st through 10th year of service: 6 hours
2. 11th through 15th year of service: 8 hours
3. 16 or more years of service: 10 hours

SECTION 4. *Section 1 of Article 23 is hereby amended as follows:*

**ARTICLE 23
WAGES**

SECTION 1. Effective October 1, 2022, the minimum and maximum base wage compensation schedule for each year of the Agreement is attached hereto as Appendix A.

For the first year of the two (2) year contract, the CITY will provide a market adjustment increase of six percent (6%). For the second year of the two (2) year contract, the CITY will provide a market adjustment increase, at the beginning of the pay period that includes October 1, of three percent (3%). In addition, the CITY shall make to each person represented by the UNION at the time of payment, a one-time payment of Five Thousand and no/100 Dollars (\$5,000.00). Said payment shall occur in January 2023 no later than January 15.

It is further understood and agreed that wages have been established based, in part, upon U.S. Department of Labor Regulations establishing maximum allowable work hours during varying work periods. The CITY and the UNION agree to meet and adjust wages should any substantive change to these regulations concerning the maximum allowable work hours be promulgated by the U.S. Department of Labor.

SECTION 5. Except for the amendments contained herein, the Parties agree that the current contract between the Parties shall remain in full force and effect, and that the amendments to the contract contained herein do not amend or alter any other right or obligation of either party under the contract.

DATED this 6th day of December, 2022.

CITY OF COEUR D'ALENE

**COEUR D'ALENE FIREFIGHTERS
LOCAL NO. 710, INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS**

James Hammond, Mayor

Thomas Eckert, President, Local No. 710

ATTEST:

Renata McLeod, City Clerk

_____, Secretary, Local 710



Date: December 6, 2022
To: City Council
From: Melissa Tosi; Human Resources Director
Re: Amendment to Collective Bargaining Agreement with the Police Association

Decision Point: Should the City Council approve amendments to the collective bargaining agreement with the Police Association related to the change to a bi-weekly payroll?

History: These amendments are specific changes necessary to the current collective bargaining agreement for the Police Association to transition from a semi-monthly to a bi-weekly payroll effective January 1, 2023. Changing from a semi-monthly to bi-weekly payroll will make the timecard inputting, review, approval process easier, and paydays will be consistent and easier for employees to budget around. The amendments have been approved by the Association. The following are the amendments necessary to provide clarity for the bi-weekly payroll change:

Article – 8 Wages: Updating the October 1, 2023 and October 1, 2024 Cost of Living Increases to the beginning of the pay period that includes October 1 since the bi-weekly payroll schedule will have October 1 in the middle of a pay period.

Article – 13 Overtime: In order to match up our pay periods with the police departments Fair Labor Standards Act (FLSA) work cycle, the work cycle is being restarted effective January 1, 2023.

The amendments capture the necessary articles that require updating regarding the mutually agreed upon bi-weekly payroll change that will be implemented effective January 1, 2023 and will create consistency across the City.

Financial Analysis: The bi-weekly payroll transition overall will save considerable staff time in the review process in the supervisory chain of command, department administration, and payroll review. Additionally, matching up the 28-day FLSA work cycle to the bi-weekly pay cycle will greatly help with department and payroll review.

Performance Analysis: As discussed through the above amendments, transitioning to a bi-weekly payroll will be easier for departments, Human Resources, and Payroll to assist, review, and approve timecards. The amendments have been approved by Administration, Human Resources, and the Police Association.

Recommendation: The City Council should approve the amendments to the collective bargaining agreement with the Police Association as set out in Amendment No.1 to the Agreement.

RESOLUTION NO. 22-061

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AMENDMENT NO. 1 TO THE AGREEMENT WITH THE POLICE OFFICER ASSOCIATION (POA) TO AGREE TO A BI-WEEKLY PAYROLL.

WHEREAS, the Human Resources Director of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene approve Amendment No. 1 to the Agreement with Police Officer Association (POA) to allow implementation of a bi-weekly payroll, pursuant to terms and conditions set forth in the agreement, a copy of which is attached hereto as Exhibit "A" and by reference made a part hereof; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City approve Amendment No. 1 to the Agreement with Police Officer Association (POA) to allow implementation of a bi-weekly payroll, in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 6th day of December, 2022.

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 WOOD Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER ENGLISH Voted

_____ was absent. Motion _____.

AGREEMENT
AMENDMENT NO. 1

THIS AMENDMENT TO AGREEMENT is made and entered into this 6th day of December, 2022, by and between the CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO, hereinafter referred to as the “City,” and the COEUR D’ALENE POLICE ASSOCIATION, hereinafter referred to as the “Association.”

WITNESSETH,

WHEREAS, the City and the Association entered into a labor agreement on October 4, 2022, adopted by the City Council pursuant to Resolution No. 22-049; and

WHEREAS, the Parties desire to amend the Agreement.

NOW, THEREFORE, effective January 1, 2023, the parties hereby mutually agree that the Agreement is amended as provided herein.

SECTION 1. *Section 1 of Article 8 is hereby amended as follows:*

**ARTICLE 8
WAGES**

SECTION 1. Cost of Living Increases: Effective October 1, 2022, the City will provide a Cost of Living Adjustment (COLA) increases according to the following schedule:

Sworn Officers:

1. October 1, 2022 - 8%
2. [At the beginning of the pay period that includes](#) October 1, 2023 - 4.5%
3. [At the beginning of the pay period that includes](#) October 1, 2024 - 2.5%

Non-sworn Members:

1. October 1, 2022 - 5%
2. [At the beginning of the pay period that includes](#) October 1, 2023 - 2.5%
3. [At the beginning of the pay period that includes](#) October 1, 2024 - 2.5%

ANNUAL REVIEW

The City and Association agree to meet and bargain in good faith to adjust the COLA increase in Section 1 above should the City be required to reduce personnel in order to have a balanced budget based on the projected revenues for that fiscal year. The request to meet shall be initiated by City Administration and based upon good faith information. Any revisions to the

Agreement would be by mutual agreement and should the parties be unable to reach the same, the factfinding provision of Coeur d'Alene Municipal Code Section 2.62.080 would control a binding decision.

Additionally, an annual financial review discussion to be initiated by City Administration in July of each year of the contract whereby the parties will review the City's financial situation with a particular emphasis on what wage adjustments and medical cost increases can be funded based on the anticipated revenues, with and without tax levy increases. Any revisions to the contract would be by mutual agreement, and upon ratification by Association membership and the City Council.

SECTION 2. *Section 2 of Article 13 is hereby amended as follows:*

ARTICLE 13 OVERTIME

SECTION 2. Definitions:

A. Designated work period: The agreed upon work period for all full-time sworn police officers is based upon a twenty-eight (28) day work period and is an average of forty (40) hours per week. The FLSA work cycle shall be a 28-day cycle beginning ~~October 1, 2018~~[January 1, 2023](#).

B. Work Schedule: The work schedules may be five days working-four days off, five days working-five days off; five (5), eight (8) hour days with two (2) consecutive days off; or four (4) ten (10) hour days with three (3) consecutive days off. The Chief of Police, or designee, will determine the work schedule to be worked based on the needs of the Department.

It is further agreed that employees who are scheduled to work two consecutive shifts when transferring from Graveyard to Day shift shall be paid at the appropriate overtime pay rate for the second shift.

C. Designated work week: All non-sworn full-time employees will work forty (40) hours per week with consecutive days off. Alternative work schedules shall be based upon a forty (40) hour work period and may consist of more than eight (8) hours per day.

The designated work week shall consist of seven consecutive days beginning on Sunday and ending on Saturday at midnight. Any additional hours in a work week shall require the supervisor's approval and will be overtime.

SECTION 3. Except for the amendments contained herein, the Parties agree that the current contract between the Parties shall remain in full force and effect, and that the amendments to the contract contained herein do not amend or alter any other right or obligation of either party under the contract.

DATED this 6th day of December, 2022.

CITY OF COEUR D’ALENE

**COEUR D’ALENE POLICE
ASSOCIATION**

James Hammond, Mayor

_____, President, CDA PA

ATTEST:

Renata McLeod, City Clerk

_____, Secretary, CDA PA

**CITY COUNCIL
STAFF REPORT**

DATE: DECEMBER 6, 2022
FROM: RANDY ADAMS, CITY ATTORNEY/LEGAL SERVICES DIRECTOR
SUBJECT: APPROVAL OF PURCHASE AND SALE AGREEMENT WITH ETD ENTERPRISES, LLC, FOR REAL PROPERTY FOR POLICE DEPARTMENT EXPANSION

=====

DECISION POINT: Should City Council approve a Purchase and Sale Agreement (PSA) with ETD Enterprises, LLC, for the purchase of a parcel of real property for the Police Department Expansion?

HISTORY: After Council approved \$4,500,000 in American Rescue Plan Act (ARPA) funds for the remodel and expansion of the Police Department Headquarters Building, the Department negotiated a contract with CORE West, Inc., a national firm that specializes in municipal buildings and, specifically, public safety buildings, to act as the Construction Manager/General Contractor (CM/GC) for the project. The Department is currently working to finalize a contract with an architectural firm, Castlellaw + KOM and Treanorhl, to design the project. This project is intended to utilize a vacant parcel of property north of and adjacent to the current site of the Police Headquarters building at 3818 N. Schreiber Way, which parcel is owned by ETD Enterprises, LLC. It is approximately 1.6 acres in size. The purchase of the parcel will facilitate the expansion of the Police building without the need for two separate sites and allow the Police Department to remain as a single facility. Talks have been underway with the owner of the subject parcel for the last several months. A tentative agreement, subject to Council approval, has been reached for the City to purchase that parcel for the price of \$1,186,532, which is reasonable considering the size and location. A title report has been issued and, with a release provided by Acclivity Financial, it has been determined that title to the parcel is clear.

FINANCIAL ANALYSIS: The Police Department had budget savings in the last fiscal year due to open positions. That savings, per policy, rolled over into Fund Balance for this fiscal year. It is proposed to take the money from Fund Balance to purchase the property.

PERFORMANCE ANALYSIS: The remodel and expansion of the Police building has been needed for some time. The availability of property adjacent to the current facility makes the project better and more efficient, and it represents an opportunity that will not be repeated as all other properties adjacent to the current facility are in use.

DECISION POINT/RECOMMENDATION: Council should approve the Purchase and Sale Agreement with ETD Enterprises, LLC, for the purchase of real property adjacent to the current Police facility for the expansion of that facility, in the amount of \$1,186,532.00.

RESOLUTION NO. 22-062

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A REAL ESTATE PURCHASE AND SALE AGREEMENT WITH ETD ENTERPRISES, LLC, FOR LAND ABUTTING THE POLICE DEPARTMENT HEADQUARTERS BUILDING.

WHEREAS, the City Administrator has recommended that the City of Coeur d'Alene enter into a Real Estate Purchase and Sale agreement with ETD Enterprises, LLC, for the purchase of land abutting the Police Department Headquarters building, pursuant to Exhibit "1," attached hereto and by this reference incorporated herein; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into the Real Estate Purchase and Sale Agreement with ETD Enterprises, LLC, for the purchase of land abutting the Police Department Headquarters building, attached as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 6th day of December, 2022.

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 _____.

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement") is dated effective as of the ____ day of _____, 2022 ("Effective Date"), by and between ETD Enterprises, LLC, (the "Seller"), and the City of Coeur d'Alene, Idaho (the "Buyer").

1. Purchase and Sale.

a. The Seller agrees to sell and the Buyer agrees to purchase real property located in the County of Kootenai, State of Idaho, comprised of approximately one point six (1.6) acres in a portion of the Northwest Quarter of Section 2, Township 50 North, Range 4 West, Boise Meridian, the ("Real Property"), more particularly described as follows:

Lot 2 Block 1, Bunker Park, the legal description and map of which portion is attached hereto as Exhibit "A,"

Including any and all appurtenances, tenements, hereditaments, reversions, remainders, easements, rights-of-way and water rights anywise appertaining to the property herein described.

2. Purchase Price.

a. **Purchase Price.** The purchase price of the Real Property is Seventeen and no/100 dollars (\$17.00) per square foot ("Purchase Price"), for a total of Sixty-nine Thousand Seven Hundred Ninety-six (69,796) square feet. The Purchase Price shall be payable as follows:

At closing, the Buyer shall pay to the Seller One Million One-hundred Eight-six Thousand Five Hundred Thirty-two and no/100 dollars (\$1,186,532.00).

3. **Buyer's Conditions.** All conditions set forth in this Section 3 shall be conclusively deemed satisfied or waived by the Buyer at closing, or as otherwise set forth below, unless the Agreement is terminated as set forth below:

a. **Condition of Title.** Title to the Real Property shall be conveyed by Warranty Deed in the form attached hereto as Exhibit B ("Deed") and shall be free and clear of all liens, easements or encumbrances caused or suffered by the Seller or anyone claiming by or through the Seller except (i) the lien for taxes not yet due and payable and (ii) those liens, encumbrances, easements, assessments, restrictions, and tenancies of record or that are reasonably obvious from a physical inspection of the Real Property.

b. **Commitment for Title Insurance.** The Buyer approves the Commitment for Title Insurance ("Commitment") issued by Kootenai Title ("Title Company"),

covering the Real Property. Prior to closing, the Seller shall deliver to the Buyer a commitment for a standard owner's policy of title insurance ("Title Commitment"). Upon receipt, the Buyer has five (5) days or until closing, whichever occurs first, to review and object, in writing with notice to the Seller, to an exception on the Title Commitment. If the Seller is unwilling or unable to remove the exception to which the Buyer objects by closing, the Buyer shall have the right to terminate this Agreement, and each party thereafter shall be released and discharged from any further obligation under this Agreement. At closing, the Seller shall purchase and provide the Buyer with a standard coverage owner's policy of title insurance from the Title Company ("**Title Policy**") in the full amount of the Purchase Price insuring that fee simple title is vested in the Buyer subject only to the exceptions shown on the Title Commitment approved by the Buyer.

4. Closing.

- a. Closing shall occur on or before the 1st day of December, 2022, unless otherwise agreed to in writing by the parties ("Closing Date").
- b. On or before the Closing Date, the Seller shall deposit with Closing Agent a duly executed and acknowledged Deed conveying Real Property to the Buyer.

5. Seller's Representations and Warranties. The Seller represents and warrants to the Buyer, as of the Effective Date and as of the Closing Date, to the Seller's actual knowledge, the following:

- a. **Seller's Authority.** The Seller has full power and authority to execute this Agreement and to perform the Seller's obligations hereunder.
- b. **Non-foreign Status.** The Seller is not a "foreign person" for purposes of Section 1445 of the Internal Revenue Code. Prior to the Closing Date, the Seller shall execute and deliver to the Closing Agent an affidavit in order to meet the Foreign Investment in Real Property Tax Act ("FIRPTA") requirements of I.R.C. § 1445.
- c. **Hazardous Materials; Indemnity.** The Seller has no knowledge of any "Hazardous Materials" (as hereinafter defined), having been used, produced, released, stored, transported, disposed of, generated, deposited or otherwise existing in, over, under or upon the Real Property by any person or entity whatsoever during the period of the Seller's ownership in violation of any Environmental Laws. Furthermore, (1) no notice of violation of any Environmental Law or any other Law (and no complaint, order, directive, claim, citation or notice relating to any Environmental Law or other Law) has been issued with respect to the Real Property during the period of the Seller's ownership and (2) no notice of noncompliance with any Permit relating to the

development or use of the Real Property during the period of the Seller's ownership has been issued.

d. **Judicial Proceedings; Condemnation.** There are no pending actions or judicial proceedings of any type which have been instituted or which are pending or threatened against the Real Property and the Seller has no actual knowledge of any facts or circumstances which could give rise to such action or judicial proceedings. The Seller has received no written notice of any existing, pending or threatened investigation or inquiry by any governmental authority with respect to any remedial obligations pertaining to the Real Property under any applicable federal, state or local laws, regulations or ordinances pertaining to health or the environment, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980 and the Resource Conservation and Recovery Act of 1976. Without limiting the foregoing, there are no pending or threatened condemnation proceedings which could affect all or any portion of the Real Property, or the performance by the Seller of any of the Seller's obligations set forth in this Agreement.

e. **No Violation of Law.** Neither the Real Property nor the sale of the Real Property violates any applicable statute, ordinance or regulation, nor any order of any court or any governmental authority or agency, pertaining to the Real Property or the use occupancy or condition thereof.

f. **Title.** The Seller has good and marketable title to the Real Property free and clear of any defects or encumbrances done, made or suffered by the Seller except the lien of taxes and regular assessments, not yet due and payable, for the year of Closing and the Permitted Exceptions.

g. **Actual Knowledge.** For purposes of this Section 5, the Seller's actual knowledge means the actual knowledge of Seller on the Effective Date and the actual knowledge of the Seller on the Closing Date.

h. **Indemnification.** The Seller agrees to indemnify, defend and hold harmless the Buyer from and against any and all liabilities, claims, suits, judgments, damages, expenses, losses, diminution in value, fees, penalties, fines and costs (including, but not limited to, reasonable attorneys' fees and reasonable attorneys' fees on appeal), judgments, proceedings, and causes of action of any kind whatsoever, arising out of or in any way connected with the Seller's breach of the representations and warranties set forth in this Section 5. If, prior to Closing, the Buyer discovers or is informed by the Seller of facts at variance with a Seller's representation or warranty under this Section 5, the Buyer shall be entitled to terminate this Agreement, or to proceed to Closing. If the Buyer proceeds to Closing, the Buyer shall be deemed to have waived any right to assert such facts as the basis for an allegation of breach of such the Seller representation or warranty.

6. **Costs.** The Buyer and the Seller shall equally share all escrow fees and recording fees. The Seller shall pay the premium for the Title Policy. Taxes, assessments, and other items capable of proration shall be prorated as of the Closing Date. For the purposes of prorations, the Buyer shall be deemed to have owned the Real Property for the entire Closing Date.

7. **Broker.** The Buyer represents and warrant that it has neither employed nor associated with any broker or agent in connection with this transaction. The Buyer and the Seller each hereby agree to indemnify and defend the other against any and all commissions, finder's fees or other fee or any claim therefor by any broker or agent in connection with this transaction claiming through the indemnifying party.

8. **Miscellaneous.**

a. **Attorney's Fees.** In the event any party is required to initiate or defend litigation to enforce the terms of this Agreement or the conveyance of Real Property, the prevailing party in such litigation shall be entitled to costs and reasonable attorneys' fees incurred in connection with such litigation, including such costs and attorneys' fees on any appeal.

b. **Notices.** Notices shall be given in writing and may be sent by personal service, mail or other established express delivery service at the following addresses:

SELLER: ETD Enterprises, LLC
11146 N. Rocking R Road
Hayden, ID 83835
Attn: Dawn Deren, Member

BUYER: City of Coeur d'Alene, Idaho
710 E. Mullan Avenue
Coeur d'Alene, ID 83814
Attn: City Clerk

c. **Counterparts.** This Agreement may be executed in counterpart, each of which shall be deemed an original and all of which shall constitute a single instrument. Signature pages may be detached from individual counterparts and attached to a single or multiple original in order to form a single or original copy of this document.

d. **Survival.** The entire Agreement shall survive closing.

e. **Successors.** This Agreement shall be binding upon the heirs, successors, assigns and personal representatives of the parties hereto.

f. **Headings.** Section headings are for convenience only and shall not be deemed to not define, limit or construe the contents of any terms, consents or conditions in this Agreement.

g. **Entire Agreement.** This Agreement, together with the exhibits attached hereto, contains the entire Agreement between the parties hereto and supersedes all prior understandings and Agreements, oral or written, with respect to the subject matter hereof.

h. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Idaho.

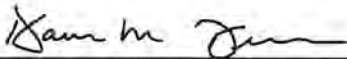
i. **Joint and Several Obligations.** In the event any party hereto is composed of more than one person, the obligations of said party shall be joint and several.

j. **Fence Design.** The Buyer agrees to work with the Seller on the design of a fence for the north boundary line of the subject real property so that the Buyer's need for adequate security and the Seller's interest in a non-industrial appearance are addressed in a manner that is mutually acceptable to the greatest degree possible.

EXECUTED as of the date first set forth above.

SELLER:

ETD ENTERPRISES, LLC

By: 
Dawn M. Deren, Member

BUYER:

City of Coeur d'Alene, Idaho

By: _____
James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

EXHIBIT "A"

Legal Description of Real Property:

Bunker Park, Lot 2, Block 1

In Section 2, Township 50 North, Range 4 West, Boise Meridian

EXHIBIT B

Form of Warranty Deed

Recording Requested By and

When Recorded Return to:

[Closing Agent]

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

WARRANTY DEED

This Warranty Deed is made this ____ day of _____, 2022, between ETD Enterprises, LLC, ("Grantor"), and the City of Coeur d'Alene, Idaho, whose address is 710 E. Mullan Avenue, Coeur d'Alene, ID 83814 ("Grantee").

Witnesseth:

That Grantor, for and in consideration of the sum of Ten Dollars and No Cents (\$10.00), and other good and valuable consideration, the receipt whereof is hereby acknowledged, does, by these presents, convey unto Grantee and its heirs, successors and assigns forever, all the following described real estate situated in the County of Kootenai, State of Idaho:

See Exhibit A, attached hereto and incorporated herein.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the rents, issues and profits thereof; and all estate, right, title and interest in and to the property, as well in law as in equity, except as expressly provided otherwise herein ("Premises").

To have and to hold, all and singular the above-described Premises together with the appurtenances unto Grantee and Grantee's successors and assigns forever.

And Grantor and Grantor's successors and assigns shall and will warrant and by these presents forever defend the Premises in the quiet and peaceable possession of Grantee, Grantee's successors and assigns, against Grantor and Grantor's successors and assigns and against all and every person or persons whomsoever, lawfully claiming the same. The foregoing warranties and obligations to defend are limited to the extent Grantor has title insurance coverage or is entitled to claim coverage by any predecessor in interest of Grantor, if any, and to the extent such claims

and expenses are covered by such title insurance. In no event shall Grantor incur any liability to Grantee, or Grantee's successors or assigns, for liabilities, costs or expenses not covered by title insurance, if any, or for amounts which exceed any such title insurance coverage, if any.

IN WITNESS WHEREOF, Grantor has executed this Warranty Deed the day and year first above written.

GRANTOR:

ETD Enterprises, LLC

By: _____
Dawn M. Deren, Member

STATE OF IDAHO)
) ss.
County of _____)

On this ____ day of _____, 2022, before me, a Notary Public in and for said state, personally appeared Dawn M. Deren, known or identified to me to be the person whose name is subscribed to the foregoing instrument who is authorized to sign on behalf of the company, and acknowledged to me that ETD Enterprises, LLC, executed the same.

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

Notary Public for Idaho
Residing at _____
My commission expires _____

EXHIBIT A

Lot 2 Block 1, Bunker Park, the legal description and map of which portion is attached hereto as Exhibit "A,"

Including any and all appurtenances, tenements, hereditaments, reversions, remainders, easements, rights-of-way and water rights anywise appertaining to the property herein described.

PUBLIC HEARINGS



Fee Increases

Pursuant to Idaho Code 63-1311A: New fees and increases in excess of 5% must be approved by a Resolution and a Public Hearing.



BUILDING

- ▶ The Building Department proposes several fee increases and a valuation chart adoption as provided by the International Code Council. This valuation chart is used by several area cities including Post Falls, Rathdrum and Hayden. Mr. Lantzy presented these fee amendments to the North Idaho Building Contractor's Association on November 15, 2022 and there was no opposition.

FINANCE

- ▶ The Finance Department proposes a 5% increase in the street light fee, which equals a \$0.16 increase for 2023 and 2024. The fees are being increased to cover increased costs in electrical and repairs. Additionally, the garbage rates categories need to be organized in accordance to the Contract with CDA Garbage, which means a full repeal of the old chart (attached) to be replaced with the proposed chart below; fees will remain the same.



LEGAL

- ▶ The Legal Department would like to include fees related to administrative and appeal hearings to cover staff costs.

LIBRARY

- ▶ The Library would like to charge the appropriate fee for Non-resident cardholders. They have reviewed several area library's fees (provided below) and recommends a fee that is based on an average property tax for library services, which for Coeur d'Alene comes to approximately \$30.00.

MUNICIPAL SERVICES

- ▶ With the update to the Sign Code on March 1, 2022, the temporary sign category needed clarity on fees. This fee reflects one cost for the entire temporary sign category.



PARKS AND RECREATION

- ▶ The department has experienced an increase in costs related to staffing, equipment repair/maintenance and recreational program t-shirt costs.

PLANNING

- ▶ The fee for a Short-Term Rental permit should be increased to cover the cost associated with the use of a host compliance agency. Additionally, the City adopted the code to allow for development agreements and staff has now tracked time spent on such preparation of the agreements and recommends a fee to cover costs. Other fees are recommended to increase based on staffing costs associated.

POLICE

- ▶ The Department reviewed all fees and had the following amendments including removing fees associated with the training facility for services no longer provided and an increase to the hourly rates based on current overtime and contract rates.



WATER

- ▶ The Water Department proposes an increase for the call out water services/tag fees by 5% due to associated cost including employee's time, equipment, and fuel costs. Bulk water use fees should be increased to cover the increased costs and have not been increased in over 5 years. Additionally, they are proposing an increased amount to help accommodate the pumping cost and wear and tear of the infrastructure used to supply the bulk water stations to keep them in good working order. Water Radio read set up fee (MXU) is proposed to increase 5% due to the cost of time and materials to shoot the location (GPS/Mapping) and any parts needed to make sure the equipment is in good working order/communicating with our radio read equipment.



DECISION

- ▶ Accept Public Comments
- ▶ Approve Resolution No. 22-063; Approving fee amendment as proposed within the Building, Finance, Legal, Library, Municipal Services, Parks and Recreation, Planning, Police, and Water Departments.



RESOLUTION NO. 22-063

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ESTABLISHING AND AMENDING CERTAIN CITY FEES PURSUANT TO IDAHO CODE §§ 63-1311 AND 63-1311A.

WHEREAS, the City of Coeur d'Alene is authorized by law to establish reasonable fees for services provided by the City or administrative costs incurred by the City; and

WHEREAS, the City Council has determined that reasonable adjustments to certain City Fees are necessary, all as set forth in the attached Exhibit "A" attached hereto and incorporated herein by refence; and

WHEREAS, the proposed fees are reasonably related to, and do not exceed, the actual cost of the services rendered; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that the following new and adjusted fees shall be established;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council that the fees, as set forth in the attached Exhibit "A" are hereby adopted, effective immediately.

DATED this 6th day of December, 2022.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER WOOD Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER ENGLISH Voted

_____ was absent. Motion _____.

MEMORANDUM

DATE: DECEMBER 6, 2022
FROM: RENATA MCLEOD, MUNICIPAL SERVICES DIRECTOR/CITY CLERK
RE: FEE INCREASES

DECISION POINT: To approve fee amendment as proposed within the Building, Finance, Legal, Library, Municipal Services, Parks and Recreation, Planning, Police, and Water Departments.

HISTORY: The City is required to hold a public hearing for proposed fees in excess of five percent (5%) pursuant to Idaho Code 63-1311A. While some of the fees listed below are less than 5%, simply being clarified, and/or removed, which is not required to be included in the public hearing, it is staff’s desire to keep all changes together for ease of tracking all changes. The following is an explanation of the changes for each department and the proposed fees. *Please note that crossed out items are being deleted while underlined items are the proposed fees and text.*

BUILDING: The Building Department proposes several fee increases and a valuation chart adoption as provided by the International Code Council. This valuation chart is used by several area cities including Post Falls, Rathdrum and Hayden. Mr. Lantzy presented these fee amendments to the North Idaho Building Contractor’s Association on November 15, 2022 and there was no opposition.

Table 1-A

Total Valuation*

*Permit fees based on total valuation of permit application or ICC building valuation table 4-A, whichever is greater.

BUILDING PERMIT FEES	
<i>Table 2-A</i>	
<u>Other Inspections and Fee</u>	
Inspections outside of normal business hours	(Min. charge – 2 hours) \$50.00 <u>55.00</u> /hour
Work commencing before permit issuance	Fee equal to the required permit fee. Fee is charged in addition to the permit fee, whether or not a permit is then or subsequently issued.
Re-inspection fees	* \$50.00 <u>55.00</u> /hour
Inspections for which no fee is specifically indicated	(Min. charge – ½ hour) \$50.00 <u>55.00</u> /hour

Additional plan review required by new submissions, changes, additions or revisions to plan	* \$50.00 - <u>55.00</u> /hour
<u>Transfer of permit</u>	<u>\$40.00</u>
<u>Permit extension</u>	<u>\$55.00</u>
For use of outside consultants for plan checking and inspections or both	Actual Cost**
**Actual costs include administrative and overhead costs.	
<u>Demolition Permits</u>	
Demolition (Residential)	\$50.00 - <u>70.00</u>
Demolition (Commercial)	\$90.00 - <u>110.00</u>
<u>Mandated Abatement</u>	
Abatement of Dangerous Building	Original Fee + 50% (100.00 minimum)
<u>Manufactured Home/Setting Permit</u>	
Standard Setting	\$105 <u>\$120</u> /Single Wide <u>\$185</u> /Double Wide
Setting with Permanent Foundation	Standard Setting Fee + Building Foundation Permit Fee Calculation Table 1-A
BUILDING Table No. 3-A	
<u>Mechanical Permit Fees</u>	
<u>Other Inspections and Fees</u>	
Inspections outside of normal business hours	(Min. charge – 2 hours) \$50.00 - <u>55.00</u> /hour
Work commencing before permit issuance	Fee equal to the required permit fee. Fee is charged in addition to the permit fee, whether or not a permit is then or subsequently issued.
Re-inspection fees	\$50.00 - <u>55.00</u> /hour <u>one-hour min.</u>
Inspections for which no fee is specifically indicated	(Min. charge – ½ hour) \$50.00 - <u>55.00</u> /hour
Additional plan review required by changes, additions or revisions to approved plans	(Min. charge – 1/2hour) \$50.00 - <u>55.00</u> /hour

MECHANICAL PERMIT FEES

TABLE NO. 3-A

- 1. For the issuance of each permit \$35.00 ~~40.00~~
- 2. For issuing each supplemental permit \$35.00 ~~40.00~~

Processing Fee	1	\$ 35 \$40.00
Air Handler < 10,000 CFM		x 12 14
Air Handler > 10,000 CFM		x 20 22
Ductwork (Separate System)		x 8 10
Boiler/Refrig > 1750M BTU		x 98 100
Boiler/Refrig 1,001-1750M BTU		x 59 60
Boiler/Refrig 100-500M BTU		x 29 30
Boiler/Refrig 1-100M BTU		x 16 18
Boiler/Refrig 501-1000M BTU		x 40 42
Clothes Dryer		x 16 18
Electric Furnace		x 16 18
Evaporative Coolers		x 12 14
Gas Equipment < 100,000 BTU		x 16 18
Gas Equipment > 100,000 BTU		x 20 22
Gas Log		x 16 18
Gas Piping (each outlet)		x 2 4
Gas Water Heater		x 16 18
Heat Pump & A/C > 50 tons		x 98 100
Heat Pump & A/C 0-3 tons		x 16 18
Heat Pump & A/C 15-30 tons		x 40 42
Heat Pump & A/C 30-50 tons		x 59 60
Heat Pump & A/C 3-15 tons		x 29 32
Miscellaneous (not covered elsewhere)		x 26 28
Mobile Home Gas Hook-up		x 16 18
Gas Range		x 16 18
Type I Hood (per foot 12' or portion thereof)		x 12 10
Type II Hood (Typical Residential)		x 12 14
VAV Units/Duct Heater		x 8 10
Used Appliance < 400,000 BTU		x 75
Used Appliance > 400,000 BTU		x 125
Ventilating Fans		x 8 10
Woodstove/Insert		x 20 22
<u>Mechanical plan review fee</u>	<u>25% of mechanical permit fee</u> <u>(minimum of \$55.00)</u>	

PLUMBING, SEWER & WATER PERMIT

Plumbing Processing Fee \$35.00 ~~\$40.00~~ + \$8.00 ~~10.00~~/fixture

PROCESSING FEE ~~\$35.00~~ \$40.00

Commercial Plan Check Fee 65% of permit fee (minimum ~~\$47.00~~ \$55.00)

Building Valuation data: Table 4-A

- a. Private garage use Utility, misc.
- b. Deduct 20% for shell-only buildings
- c. N.P.= Not permitted
- d. ~~Local modifier .80~~ e. ~~One/Two family modifier .80~~ Remove modifiers.

~~ONE AND TWO FAMILY DWELLINGS~~

~~New Construction~~ ~~_____~~ ~~\$97.97~~ R-3, Residential shown in table 4-A
~~Addition~~ ~~_____~~ ~~80.39~~ R-3, Residential shown in table 4-A

PATIOS/DECKS

Deck ~~_____~~ ~~\$12.00~~ 20% of R-3 = \$24.49
Deck with cover ~~_____~~ ~~20.00~~ 35% of R-3 = \$42.86
Patio/deck cover only ~~_____~~ ~~16.00~~ 20% of R-3 = \$24.49
~~Enclosed deck/patio w/cover~~ ~~_____~~ ~~21.00~~ Fee based on actual construction cost table 1-A.

PLAN REVIEW FEES

Commercial - 65% of building permit fee (~~\$35.00~~ \$40.00 minimum)
One/Two family ~~-10%~~ 15% of building permit fee (~~\$35.00~~ \$40.00 minimum)
Review fees after permit issuance ~~-\$50.00~~ \$55.00 per hour (1/2 hour minimum)

ONE/TWO FAMILY BASEMENTS

Finished ~~_____~~ ~~\$80.39~~ 70% of R-3 = \$85.72
Unfinished ~~_____~~ ~~53.59~~ 45% of R-3 = \$55.11
Complete unfinished basement ~~_____~~ ~~27.00~~ 25% of R-3 = \$31.62

REMODEL

~~One/two family dwelling~~ ~~_____~~ ~~\$20.00~~
~~Commercial~~ ~~_____~~ ~~20% of adjusted sq. ft. construction cost~~
Based on the valuation of the work performed. (not less than 20% of the adjusted sq. ft. cost from table 4-A)

~~RE-INSPECT~~

~~Any~~ ~~_____~~ ~~\$50.00~~ Fee shown in table 2-A

RESIDENTIAL GARAGE

Attached/detached ~~_____~~ ~~\$36.55~~ U, Utility shown in table 4-A
Carport ~~_____~~ ~~-18.00~~ 50% of U = \$24.37
Pole building ~~_____~~ ~~21.00~~ 80% of U = \$38.98

~~DEMOLITION~~

~~One/two family dwelling~~ ~~_____~~ ~~\$50.00~~ Shown in table 2-A.
~~Commercial~~ ~~_____~~ ~~90.00~~ Shown in table 2-A.

Re-roof permit: Building permit fee calculation Table 1-A, plus ~~\$35~~ \$40 processing fee.
Re-siding permit: Building permit fee calculation Table 1-A, plus ~~\$35~~ \$40 processing fee.

FINANCE: The Finance Department proposes a 5% increase in the street light fee, which equals a \$0.16 increase for 2023 and 2024. The fees are being increased to cover increased costs in electrical and repairs. Additionally, the garbage rates categories need to be organized in accordance to the Contract with CDA Garbage, which means a full repeal of the old chart (attached) to be replaced with the proposed chart below; fees will remain the same.

STREET LIGHTING

Fees: \$3.14/month
Effective April 1, 2023 3.30/Month
Effective April 1, 2024 3.46/Month

CITY OF CDA PRICING - EFFECTIVE 1/1/2023	
SERVICE	City Rate
TOTERS & EXTRAS	
Current	
RESIDENTIAL SERVICES	
35G RES 1XWK-TRASH REMOVAL	\$ 8.60
64G RES 1XWK-TRASH REMOVAL	\$ 9.70
96G RES 1XWK-TRASH REMOVAL	\$ 10.50
TOTER OVERLOAD-TRASH REMOVAL	\$ 1.95
TRASH ADDITIONAL-TRASH REMOVAL	\$ 1.95
64G RES RECYCLE EOW	\$ -
35G & 96G recycle EOW	\$ -
RECYCLE EXTRAS-RECYCLING	\$ 1.95
RECYCLE OVERLOAD-RECYCLING	\$ 1.95
64G RES RECYCLE EOW (2nd Bin)	\$ 5.25
CALL BACK	\$ 5.50
PACKOUT SERVICE	\$ -
COMMERCIAL SERVICES	
Comm Trash Overload	\$ 1.95
Comm Trash Additional	\$ 1.95
EXTRA YARD-TRASH REMOVAL	\$ 6.36
LOCK REPLACEMENT-LOCK REPLACEMENT	\$ 17.00
MAKE LOCKABLE-TRASH REMOVAL	\$ 51.00
TIME/PER MINUTE-HOURLY	\$ 2.25
OVERWEIGHT - PER #	\$ 0.10
FIGHTING CREEK	\$ 230.00
32G COMM 1XWK-TRASH REMOVAL	\$ 8.60

2- 35 1xwk- Trash Removal	\$ 13.80
5- 35 1xwk- Trash Removal	\$ 34.50
6- 35 1xwk- Trash Removal	\$ 41.40
35G COMM 1XWK-TRASH REMOVAL	\$ 6.90
35G COMM 2XWK-TRASH REMOVAL	\$ 12.40
35G RENTAL COMM-RENTAL	\$ 2.75
64G COMM 1XWK-TRASH REMOVAL	\$ 11.40
64G COMM 2XWK-TRASH REMOVAL	\$ 16.90
64G RENTAL COMM-RENTAL	\$ 2.75
1- 96 1xwk- Trash Removal	\$ 18.35
2- 96 1xwk- Trash Removal	\$ 36.70
3- 96 1xwk- Trash Removal	\$ 55.05
4- 96 1xwk- Trash Removal	\$ 73.40
5- 96 1xwk- Trash Removal	\$ 91.75
6- 96 1xwk- Trash Removal	\$ 110.10
7- 96 1xwk- Trash Removal	\$ 128.45
96G COMM 1XWK-TRASH REMOVAL	\$ 18.35
96G COMM 2XWK-TRASH REMOVAL	\$ 23.85
96G COMM 3XWK-TRASH REMOVAL	\$ 55.05
96G RENTAL COMM-RENTAL	\$ 2.75
1- 3YD DUMPSTERS	
1YD COMM RENT	\$ 4.50
1YD FL & RL DELIVERY	\$ 38.30
1YD FL & RL 1XWK-TRASH REMOVAL	\$ 21.60
1YD FL & RL 2XWK-TRASH REMOVAL	\$ 65.85
1YD FL & RL 3XWK-TRASH REMOVAL	\$ 110.10
1YD FL & RL 4XWK-TRASH REMOVAL	\$ 154.35
1YD FL & RL RL 5XWK-TRASH REMOVAL	\$ 198.80
1YD FL & RL EXTRA PICKUP	\$ 7.00
4 1yds 2xwk	\$ 263.40
1.5YD COMM RENT	\$ 5.50
1.5YD FL & RL DELIVERY	\$ 38.30
1.5YD FL & RL 1XWK-TRASH REMOVAL	\$ 30.60
1.5YD FL & RL 2XWK-TRASH REMOVAL	\$ 77.60
1.5YD FL & RL 3XWK-TRASH REMOVAL	\$ 124.60
1.5YD FL & RL EXTRA PICKUP	\$ 9.10
1.5yd 1xwk- Trash Removal	\$ 61.20

2YD COMM RENT	\$ 6.50
2YD FL & RL DELIVERY	\$ 38.30
2YD FL & RL 1XWK-TRASH REMOVAL	\$ 37.50
2YD FL & RL 2XWK-TRASH REMOVAL	\$ 86.50
2YD FL & RL 3XWK-TRASH REMOVAL	\$ 135.50
2YD FL & RL 4XWK-TRASH REMOVAL	\$ 184.50
2YD FL & RL 5XWK-TRASH REMOVAL	\$ 233.50
2YD FL & RL EXTRA PICKUP	\$ 11.10
2yd Temp on call	\$ 11.10
2yd on call	\$ 11.10
2 2yd 1xwk- Trash removal	\$ 75.00
2 2yd 3xwk- Trash removal	\$ 271.00
3 2yd 1xwk- Trash removal	\$ 112.50
3 2yd 3xwk- Trash removal	\$ 406.50
4 2yd 3xwk- Trash removal	\$ 542.00
3YD FL COMM RENT	\$ 8.50
3YD FL DELIVERY	\$ 38.30
3YD FL & RL 1XWK-TRASH REMOVAL	\$ 55.50
3YD FL & RL 2XWK-TRASH REMOVAL	\$ 109.80
3YD FL & RL 3XWK-TRASH REMOVAL	\$ 164.10
3YD FL & RL 4XWK-TRASH REMOVAL	\$ 218.40
3YD FL & RL 5XWK-TRASH REMOVAL	\$ 272.70
3YD FL EXTRA PICKUP	\$ 16.55
3YD Temp on call	\$ 16.55
2 3yd 3xwk- Trash removal	\$ 328.20
3 3yd 2xwk- Trash removal	\$ 329.40
4-8YD DUMPSTERS	
4YD COMMERCIAL RENT	\$ 10.50
4YD FL DELIVERY	\$ 38.30
4YD FL & RL 1XWK-TRASH REMOVAL	\$ 67.00
4YD FL & RL 2XWK-TRASH REMOVAL	\$ 124.50
4YD FL & RL 3XWK-TRASH REMOVAL	\$ 182.00
4YD FL & RL 4XWK-TRASH REMOVAL	\$ 239.50
4YD FL & RL 5XWK-TRASH REMOVAL	\$ 297.00
4YD FL EXTRA PICKUP	\$ 20.25
4yd temp on call	\$ 20.25
4yd on call	\$ 20.25
2 4yd 1xwk- Trash Removal	\$ 134.00
6YD COMM RENT	\$ 15.50
6YD FL & RL DELIVERY	\$ 38.30

6YD FL 1XWK-TRASH REMOVAL	\$ 88.00
6YD FL 2XWK-TRASH REMOVAL	\$ 151.90
6YD FL 3XWK-TRASH REMOVAL	\$ 215.80
6YD FL 4XWK-TRASH REMOVAL	\$ 279.70
6YD FL 5XWK-TRASH REMOVAL	\$ 343.60
6YD FL EXTRA PICKUP/ PER DUMP OC	\$ 26.10
6yd Temp on call	\$ 26.10
6yd on call	\$ 26.10
8YD FL COMM RENT	\$ 19.25
8YD FL DELIVERY	\$ 38.30
8YD FL 1XWK-TRASH REMOVAL	\$ 114.75
8YD FL 2XWK-TRASH REMOVAL	\$ 186.90
8YD FL 3XWK-TRASH REMOVAL	\$ 259.05
8YD FL 4XWK-TRASH REMOVAL	\$ 331.20
8YD FL 5XWK-TRASH REMOVAL	\$ 403.35
8YD FL EXTRA PICKUP	\$ 44.00
8yd Temp on call	\$ 44.00
8yd on call	\$ 44.00
4 8yd 1xwk- Trash Removal	\$ 459.00
4 8yd 2xwk- Trash Removal	\$ 747.60
20- 30YD DUMPSTERS	
20YD DELIVERY	\$ 64.51
20YD TEMP RENT	\$ 130.00
20YD COMM RENT PERM	\$ 76.50
20yd comm rent perm	\$ 76.50
20YD EMPTY & RETURN	\$ 160.00
20YD DUMP/RMV	\$ 160.00
25YD RENT PERM	\$ 86.50
25YD EMPTY & RETURN	\$ 160.00
30YD DELIVERY	\$ 64.51
30YD TEMP RENT-RENTAL	\$ 130.00
30YD COMM PERMANENT RENT	\$ 101.50
30YD 1X WEEK	\$ 573.57
30YD 2X WEEK	\$ 1,147.14
30YD EMPTY & RETURN	\$ 166.00
30YD DUMP/RMV-HAULING FEE	\$ 166.00
30YD TRIP FEE (RETURN TRIP)	\$ 65.00
COMPACTORS	
1.5yd compactor 1xwk- Hauling Fee	\$ 95.63

2YD COMPACTOR 1XW-HAULING FEE	\$ 131.10
2YD COMPACTOR HAULING FEE	\$ 37.56
2yd comp 2xwk- Hauling fee	\$ 243.60
3YD COMPACTOR 1XWK-HAULING FEE	\$ 195.05
3YD COMPACTOR-HAULING FEE	\$ 56.32
5YD COMPACTOR 1XWK	\$ 325.08
6YD COMPACTOR 2XWK	\$ 780.00
6yd Compactor 3XWK	\$ 1,066.02
4YD COMPACTOR 1XW-HAULING FEE	\$ 260.00
4YD COMPACTOR 2XW-HAULING FEE	\$ 520.00
4YD COMPACTOR 3XW-HAULING FEE	\$ 780.00
4YD COMPACTOR-HAULING FEE	\$ 75.08
15YD COMP HAUL	\$ 165.75
15YD COMPACTOR 1XWK - HAULING FEE	\$ 573.56
20YD COMPACTOR- HAULING FEE	\$ 220.80
20YD COMPACTOR 1XW- HAULING FEE	\$ 764.75
20YD COMPACTOR 2XW- HAULING FEE	\$ 1,529.50
20YD COMPACTOR 3XW-HAULING FEE	\$ 2,294.25
25YD COMP HAUL	\$ 276.00
25YD COMP 1XWK	\$ 955.95
30YD COMP HAUL	\$ 330.98
30Y COMPACTOR 1XWK-HAULING FEE	\$ 1,147.15
30Y COMPACTOR 3XWK-HAULING FEE	\$ 3,441.45
40Y COMPACTOR 1XWK-HAULING FEE	\$ 1,529.54
40Y COMPACTOR-HAULING FEE	\$ 441.30
CLEANING & SANITIZING	
1YD CONTAINER	\$ 55.00
1.5 YD CONTAINER	\$ 60.00
2YD CONTAINER	\$ 60.00
3YD CONTAINER	\$ 65.00
4YD CONTAINER	\$ 70.00
6YD CONTAINER	\$ 85.00
8YD CONTAINER	\$ 105.00

15YD CONTAINER	\$ 190.00
20YD CONTAINER	\$ 190.00
25YD CONTAINER	\$ 205.00
30YD CONTAINER	\$ 255.00
40YD CONTAINER	\$ 305.00
ALL SHORT TERM TEMP CONTAINERS SIZE 1YD TO 8YD	
1YD THRU 8 YD DELIVERY	\$ 41.75
1YD THRU 8 YD MONTHLY RENT	\$ 41.75
1YD THUR 8YD PER HAUL	\$ 41.75
MUST BE BILLED SEPARATELY THRU NSP ACCOUNT	
96 GAL CLEANING FEE	\$ 35.00
35 GAL REPLACEMENT TOTER	\$ 100.00
64 GAL REPLACEMENT TOTER	\$ 100.00
96 GAL REPLACEMENT TOTER	\$ 100.00

LEGAL: The Legal Department would like to include fees related to administrative and appeal hearings to cover staff costs.

<u>Administrative and Appeals Hearings</u>	<u>\$500.00</u>
<u>Appeals without Hearing</u>	<u>\$250.00</u>

LIBRARY: The Library would like to charge the appropriate fee for Non-resident cardholders. They have reviewed several area library's (provided below) and recommends a fee that is based on an average property tax for library services, which for Coeur d'Alene comes to approximately \$30.00.

Ada Community Library	\$65.00
Boise Public Library	\$69.30
Caldwell Public Library	\$41.44
Community Library Network	\$25.00
Idaho Falls Public Library	\$120.00
Lewiston City Library	\$25.00
Marshall Public Library	\$45.00
Meridian Library District	\$75.00
Nampa Public Library	\$52.00
Twin Falls Public Library	\$40.00

LIBRARY:
NON-RESIDENT CARDHOLDER FEE: \$30.00/ year

MUNICIPAL SERVICES: With the update to the Sign Code on March 1, 2022, the temporary sign category needed clarity on fees. This fee reflects one cost for the entire temporary sign category.

Temporary Signs (Banner, A-frame, Construction, Real Estate, Event, Promotion, Campaign) \$25.00

Promotional (each time period)	\$10.00 per 2 week period
Political (each election period)	\$25.00
Non-profit Street banners/pennants/windsocks (each time period)	\$25.00
Windsigns (annually)	\$20.00
All others (each time period)	\$10.00 per 2 week period
A-Frame Signs	35.00 annually plus an encroachment permit

PARKS AND RECREATION: The department has experienced an increase in costs related to staffing, equipment repair/maintenance and recreational program t-shirt costs.

PARKS/RECREATION:

CEMETERY

Cemetery Lots

Adult – Lots	\$1,310.00	<u>1400.00</u>
Adult – Riverview Sections T&U	\$1,050.00	<u>1100.00</u>
Forest Cremains Lot (Single)	\$ 700.00	<u>800.00</u>
Forest Cremains Lot (Double)	\$1,000.00	<u>1200.00</u>
<u>Niche</u>		
Single - Forest	\$1,050.00	<u>1100.00</u>
Companion - Forest	\$1,900.00	<u>2000.00</u>
Single – Riverview	\$ 700.00	<u>900.00</u>
Companion – Riverview	\$1,000.00	<u>1300.00</u>
Replacement Door – Single	\$ 100.00	<u>150.00</u>
Replacement Door – Double	\$ 200.00	<u>250.00</u>

Opening and Closing – Casket Interment

<u>Adult</u>		
Weekdays to 3:00 p.m.	\$ 550.00	<u>600.00</u>
Weekdays after 3:00 p.m.	\$ 650.00	<u>700.00</u>
Saturdays	\$ 750.00	<u>800.00</u>
Holiday	\$ 785.00	<u>850.00</u>

Opening and Closing – Ground Cremain

No Attendance – Weekday	\$ 200.00	<u>250.00</u>
With Attendance – Weekday to 3:00 p.m.	\$ 350.00	<u>400.00</u>
With Attendance – Weekday after 3:00 p.m.	\$ 550.00	<u>600.00</u>
With Attendance – Saturday	\$ 700.00	<u>750.00</u>
With Attendance- Holiday	\$ 700.00	<u>800.00</u>

Opening & Closing-Niche Cremain

No Attendance-Weekday	\$200.00
With Attendance-Weekday (to 3 pm)	350.00
With Attendance-Weekday (after 3 pm)	550.00
With Attendance-Saturday	700.00
Adult-Holiday	750.00

Other

Door Removal for Nameplate or or Inscription	\$ 80.00	<u>100.00</u>
Plaque Installation	\$ 80.00	<u>100.00</u>
Stone Inspection	\$ 100.00	<u>125.00</u>
Secondary Use/Headstone fee	\$ 250.00	<u>300.00</u>
Liner	\$ 470.00	<u>500.00</u>
Niche Vase	\$ 120.00	<u>150.00</u>
Flat Headstone Collar Work	\$ 235.00	
Winter Rate (Nov. 15-March 15)	\$ 75.00	<u>100.00</u>
Niche vases must be approved by Cemetery		
Nameplates		
Standard	\$ 210.00	<u>250.00</u>
Large (4"x7")	\$ 315.00	<u>355.00</u>
Extra Large (5/12" x 8/12")	\$ 420.00	<u>460.00</u>

CITY PARK USE AND OTHER CITY PROPERTY

Daily Fees:

Park Gazebo-Cd' A Residents	\$ 100.00	<u>200.00</u>
Park Gazebos –Non-Cd' A Residents	\$ 150.00	<u>250.00</u>
City Park Bandshell: Cd' A Residents	\$ 150.00	<u>300.00</u>
City Park Bandshell: Non-Residents	\$ 200.00	<u>350.00</u>
Riverstone Amphitheater: Cd' A Residents	\$ 150.00	<u>300.00</u>
Riverstone Amphitheater: Non-Residents	\$ 200.00	<u>350.00</u>
McEuen Pavilion: Residents	\$ 150.00 per time block	<u>\$300.00</u>
McEuen Pavilion: Non-Residents	\$ 200.00 per time block	<u>\$350.00</u>
Staff Monitoring —per Event	\$ 35.00/hour	<u>\$50.00/hour</u>
Refundable Deposit (Picnic Shelter, small event)	\$100.00	
Refundable Deposit (Events with tents, canopies, amplification, gate/vehicle access or vendors, or 100+ people)	\$ 500.00	
Permit Cancellation Fee	\$ 25.00	

Large Events:

Liability Insurance	\$ 500,000.00	1 Million
Event Non-food Booth (not to exceed 10x10)		\$ 15.00 <u>25.00</u> /ea.
Event Food Booth/ <u>Amusement Equip</u> (not to exceed 10x20)		\$ 35.00 <u>50.00</u> /ea.

Tennis Court Rental

Tennis Court Rental (Non-profit groups)	\$40 per hour/per court	\$15.00 per hour/per court
Tennis Court Rental	<u>\$25.00</u> per hour/per court	

JEWETT HOUSE WEDDING FEES

Wedding and event package	\$850 <u>1000.00</u> (4 hrs)
Event per hour	\$250 — <u>300.00</u>
Event Deposit	\$500 — <u>1000.00</u>
Porta-Potty Fee	\$ 75 — <u>105.00</u>

RIVERSTONE/CITY PARK/MCEUEN/ALCOHOL PERMIT FEES

Security Permit (\$25 <u>\$30/hr.</u> ; 4 hr. min.)	\$100.00 <u>120.00</u> (\$30 per hour)
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Activity	City Resident	Non-Resident
YOUTH:		
Softball	\$ 20.00 <u>25.00</u>	\$ 30.00 <u>35.00</u>
Basketball	\$ 30.00 <u>40.00</u>	\$ 35.00 <u>45.00</u>
K/1st/2nd Basketball	\$ 30.00 <u>35.00</u>	\$ 35.00 <u>40.00</u>
Sr. Boys Basketball	\$ 30.00 <u>40.00</u>	\$ 35.00 <u>45.00</u>
Baseball	\$ 20.00 <u>25.00</u>	\$ 30.00 <u>35.00</u>
Flag Football	\$ 20.00 <u>25.00</u>	\$ 30.00 <u>35.00</u>
Kids Craft Classes	\$ 40.00 <u>50.00</u>	\$ 40.00 <u>50.00</u>
Golf Lessons	\$ 45.00 <u>50.00</u>	\$ 45.00 <u>55.00</u>
Soccer	\$ 20.00 <u>25.00</u>	\$ 30.00 <u>35.00</u>
Swim Lessons (McGrane Center)	\$ 45.00 <u>55.00</u>	\$ 45.00 <u>55.00</u>
Tennis Lessons	\$ 35.00 <u>45.00</u>	\$ 40.00 <u>50.00</u>
Basketball Camp	\$ 35.00 <u>40.00</u>	\$ 40.00 <u>45.00</u>
Volleyball Camp	\$ 35.00 <u>40.00</u>	\$ 40.00 <u>45.00</u>
Wrestling Camp	\$ 35.00 <u>40.00</u>	\$ 35.00 <u>45.00</u>
Mini Kickers	\$ 35.00 <u>40.00</u>	\$ 40.00 <u>45.00</u>

LEAGUE FEES:

Leagues	Flat fees
Softball	
Men/Women	\$715.00 <u>745.00</u>
Coed	\$715.00 <u>745.00</u>
Church/Seniors/Fall Coed	\$560.00 <u>590.00</u>
Fall Seniors	\$560.00 <u>590.00</u>

Basketball League	
Winter	\$565.00 <u>600.00</u>
Spring	\$385.00 <u>420.00</u>

SPONSORSHIP FEES:

Youth Sponsorship	\$145.00 <u>165.00</u>
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OTHER FEES:

Field Lighting	\$40.00 <u>50.00</u> /hour
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PLANNING: The fee for a Short-Term Rental permit should be increased to cover the cost associated with the use of a host compliance agency. Additionally, the City adopted the code to allow for development agreements and staff has now tracked time spent on such preparation of the agreements and recommends a fee to cover costs. Other fees are recommended to increase based on staffing costs associated.

Short-Term (Vacation) Rental Permits 1st year:	\$285 <u>369.09</u>
Short-Term (Vacation) Rental Permits Renewals:	\$96 <u>180.09</u>

DESIGN REVIEW FEE

Design Review Commission (3 meetings with DRC) -Project Review	\$400.00 <u>700.00</u>
Appeal of Design Review Commission Decisions	\$200.00 <u>500.00</u>
Design Review Commission - Minor Alteration Review	\$200.00 <u>400.00</u>
<u>Design Review Commission – Design Modification Review</u>	<u>\$400.00</u>

ZONING & ANNEXATION ADMINISTRATION FEES

<u>Zoning Verification Letter</u>	<u>\$ 60.00</u>
<u>Auto Dealer Certification (Zoning Compliance)</u>	<u>\$100.00</u>
<u>Administrative and Appeal Hearings</u>	\$ 100.00 <u>700.00</u>
<u>Appeal Planning Commission Action or Hearing Examiner</u>	\$ 200.00/issue <u>\$500.00 (base fee) + Actual Cost of Outside Consultant or \$150.00/hour if conducted by staff</u>
Interpretation	\$ 200.00
Comprehensive Plan Amendment (text only)	\$ 600.00 <u>1,000.00</u>
<u>Comprehensive Plan Amendment (Map Only)</u>	<u>\$1,000.00</u>
<u>Comprehensive Plan Amendment (Text & Map)</u>	<u>\$2,000.00</u>
Planned Unit Development Request	\$ 900.00 <u>1,200.00*</u>
Planned Unit Development Amendment	\$ 400.00 <u>700.00</u>
Special Use Permit Request	\$ 400.00 <u>700.00</u>
Special Use Permit Request for Cell Tower	\$ 400.00 <u>700.00</u> + Actual Cost of Outside Consultant**
*Includes administrative and overhead costs of consultant if needed to process application.	
Variance Request	\$ 400.00 <u>700.00</u>
Zone Change	\$ 600.00 <u>1,200.00</u>
Annexation Request	\$ 800.00 <u>2,000.00</u>

Legal Preparation of Annexation Agreement/Development Agreements: \$800.00 minimum charge or actual labor costs, whichever is greater.

De-annexation Request Review*** \$700.00 + Actual Cost of Surveyor

Mini Meeting Requested by Applicant \$350.00

* Includes Final Development Plan

** Includes time, administrative and overhead costs of city contracted consultant if needed to process application.

*** Includes time for city contracted surveyor to verify map and legal description accuracy.

SUBDIVISION FEES

Subdivision Request \$ ~~600.00~~ 2,000.00 +\$50.00/lot for 5+ lots

Subdivision Pre-Application Meeting \$ 200.00

Subdivision Time Extension \$ ~~100.00~~ 250.00

Hearing Examiner when used \$ ~~200.00~~ issue \$500.00 (base fee + Actual Cost of Outside Consultant or \$150.00/hour if conducted by staff.

Minor Short Plat Request (minor subdiv. = 1-4 lots) \$1,000.00

Project Review Meeting \$ 350.00

POLICE: The Department reviewed all fees and had the following amendments including removing fees associated with the training facility for services no longer provided and an increase to the hourly rates based on current overtime and contract rates.

Regional Training Facility Fees

~~Maneuvers/Mat Room~~ ~~\$25.00/hr. or \$110.00/day~~

~~Weight Room~~ ~~\$25.00/hr. or \$110.00/day~~

~~Live Fire Training~~ ~~\$75.00/hr. or \$300.00/day~~

Security/Traffic Control

Patrol Officer: \$~~60.00~~ 72.00 (2-hour minimum)

Sergeants: \$~~70.00~~ 82.00 (2-hour minimum)

Lieutenants: \$~~80.00~~ 95.00 (2-hour minimum)

Vehicle Use: \$~~25.00~~ 30.00/4 hours (4-hour minimum per vehicle)

WATER DEPARTMENT: The Water Department proposes an increase for the call out water services/tag fees by 5% due to associated cost including employee's time, equipment, and fuel costs. Bulk water use fees should be increased to cover the increased costs and have not been increased in over 5 years. Additionally, they are proposing an increased amount to help accommodate the pumping cost and wear and tear of the infrastructure used to supply the bulk water stations to keep them in good working order. Water Radio read set up fee (MXU) is proposed to increase 5% due to the cost of time and materials to shoot the location

(GPS/Mapping) and any parts needed to make sure the equipment is in good working order/communicating with our radio read equipment.

WATER DEPARTMENT

Normal Working Hours:

Special meter reading	\$30.00	<u>\$31.00</u>
Non-Emergency Turn On/off for Customer Service lines repairs	\$80.00	<u>\$84.00</u>
Emergency Turn On/Off for Customer Service line repairs	\$40.00	<u>\$42.00</u>

Delinquent Utility Charges

Reconnection Fee – Off Hours	\$80.00	<u>\$84.00</u>
Tag Fee	\$30.00	<u>\$31.00</u>
Overdue Backflow Assembly Test Tag Fees	\$30.00	<u>\$31.00</u>
Shut Off Fee	\$30.00	<u>\$31.00</u>

Bulk Water Use Fees

Water Drawn from Permanent Stations	\$ 1.30	<u>\$1.35/1,000 gallons</u>
Damage Deposit - Portable Station	\$1,500.00	<u>\$2,500.00</u>
Water Drawn from Portable Station	\$ 0.95	<u>\$1.00/1,000 gallons</u>
3 rd and Subsequent Requests to move portable stations	\$ 40.00	<u>\$42.00</u>

SCHEDULE 3

WATER HOOKUP FEES (Only due if City installs Service)
(Labor & Materials)

Standard service hookup fee schedule (by size) complete from main to adjoining property line, including meter, meter box, and setting:

<u>METER SIZE</u>	<u>HOOKUP FEE</u>	<u>ASPHALT CUT</u>
1" or less	\$2590.00	\$1000.00
2" or less	<u>\$5445.00</u>	\$1000.00

Radio read ~~MXU Fee \$171~~ \$179.00 for all services (whether city installed or not)

FINANCIAL: The fees will cover city costs; no revenue is projected.

DECISION POINT/RECOMMENDATION: To approve fee amendment as proposed within the Building, Finance, Legal, Library, Municipal Services, Parks and Recreation, Planning, Police, and Water Departments.

Chart to be Repealed:

FINANCE

GARBAGE/SOLID WASTE COLLECTION

Garbage – Additional Compactor Service	Perm 1.5 Yd	\$28.14
Garbage - Additional Compactor Service	Perm 2 Yd	\$37.56
Garbage – Additional Compactor Service	Perm 3 Yd	\$56.32
Garbage – Additional Compactor Service	Perm 4 Yd	\$75.08
Garbage – Additional Compactor Service	Perm 5 Yd	\$93.87
Garbage – Additional Compactor Service	Perm 6 Yd	\$112.67
Garbage – Additional Compactor Service	Perm 15 Yd	\$165.75
Garbage – Additional Compactor Service	Perm 20 Yd	\$220.80
Garbage – Additional Compactor Service	Perm 25 Yd	\$276.00
Garbage – Additional Compactor Service	Perm 30 Yd	\$330.98
Garbage – Additional Compactor Service	Perm 40 Yd	\$441.30
Garbage – Cleaning & Sanitizing	1 Yd Container	\$55.00
Garbage – Cleaning & Sanitizing	2 Yd Container	\$60.00
Garbage – Cleaning & Sanitizing	3 Yd Container	\$65.00
Garbage – Cleaning & Sanitizing	4 Yd Container	\$70.00
Garbage – Cleaning & Sanitizing	6 Yd Container	\$85.00
Garbage – Cleaning & Sanitizing	8 Yd Container	\$105.00
Garbage – Cleaning & Sanitizing	15 Yd Container	\$190.00
Garbage – Cleaning & Sanitizing	20 Yd Container	\$190.00
Garbage – Cleaning & Sanitizing	25 Yd Container	\$205.00
Garbage – Cleaning & Sanitizing	30 Yd Container	\$255.00
Garbage – Cleaning & Sanitizing	40 Yd Container	\$305.00
Garbage – Commercial	Delivery Charge/Container	\$38.30
Garbage – Commercial	Delivery Charge/Roll Off	\$64.51
Garbage – Commercial	Make Container Lockable	\$34.00
Garbage – Commercial	Lock Charge	\$17.00

Garbage – Commercial	Special Pickup/Return Fee	\$40.00
Garbage – Commercial	Time Charge/Per Minute	2.25
Garbage – Commercial	Extra – Bag, Box, Can	\$1.95
Garbage – Commercial	Curb Service – 32 ga. can	\$8.60
Garbage – Commercial	Cart Service – 35 ga. can	\$6.90
Garbage – Commercial	Cart Service – 64 ga. can	\$11.40
Garbage – Commercial	Cart Service – 96 ga. can	\$18.35
Garbage – Commercial	Additional Cart Service	\$5.50
Garbage – Commercial	Cart Rental	\$2.75
Garbage – Commercial	Return Trip – Container	\$40.00
Garbage – Commercial	Return Trip – Roll Off	\$65.00
Garbage – Commercial	Fighting Creek Trip Charge	\$230.00
Garbage – Commercial	Extra yardage per yard	\$6.62
Garbage - Commercial Rent Monthly	1 Yd	\$4.50
Garbage - Commercial Rent Monthly	1.5 Yd	\$5.50
Garbage - Commercial Rent Monthly	2 Yd	\$6.50
Garbage - Commercial Rent Monthly	3 Yd	\$8.50
Garbage - Commercial Rent Monthly	4 Yd	\$10.50
Garbage - Commercial Rent Monthly	6 Yd	\$15.50
Garbage - Commercial Rent Monthly	8 Yd	\$19.25
Garbage - Commercial Rent Monthly	15 Yd	\$69.00
Garbage - Commercial Rent Monthly	20 Yd	\$76.50
Garbage - Commercial Rent Monthly	25 Yd	\$86.50
Garbage - Commercial Rent Monthly	30 Yd	\$101.50
Garbage – Compactor Service Monthly	Perm 1.5 Yd	\$95.63
Garbage – Compactor Service Monthly	Perm 2 Yd	\$131.10
Garbage – Compactor Service Monthly	Perm 3 Yd	\$195.05
Garbage – Compactor Service Monthly	Perm 4 Yd	\$260.00
Garbage – Compactor Service Monthly	Perm 5 Yd	\$325.08
Garbage – Compactor Service Monthly	Perm 6 Yd	\$390.00
Garbage – Compactor Service Monthly	Perm 15 Yd	\$573.56
Garbage – Compactor Service Monthly	Perm 20 Yd	\$764.75

Garbage – Compactor Service Monthly	Perm 25 Yd	\$955.95
Garbage – Compactor Service Monthly	Perm 30 Yd	\$1,147.15
Garbage – Compactor Service Monthly	Perm 40 Yd	\$1,529.54
Garbage – Extra Pick Up	1 Yd	\$7.00
Garbage – Extra Pick Up	1.5 Yd	\$9.10
Garbage – Extra Pick Up	2 Yd	\$11.10
Garbage – Extra Pick Up	3 Yd	\$16.55
Garbage – Extra Pick Up	4 Yd	\$20.25
Garbage – Extra Pick Up	6 Yd	\$26.10
Garbage – Extra Pick Up	8 Yd	\$44.00
Garbage – Extra Pick Up	15 Yd	\$160.00
Garbage – Extra Pick Up	20 Yd	\$160.00
Garbage – Extra Pick Up	25 Yd	\$160.00
Garbage – Extra Pick Up	30 Yd	\$165.50
Garbage – Extra Service	1 Yd	\$44.25
Garbage – Extra Service	1.5 Yd	\$47.00
Garbage – Extra Service	2 Yd	\$49.00
Garbage – Extra Service	3 Yd	\$54.30
Garbage – Extra Service	4 Yd	\$57.50
Garbage – Extra Service	6 Yd	\$63.90
Garbage – Extra Service	8 Yd	\$72.15
Garbage – Perm Service Monthly	Perm 1 Yd	\$21.60
Garbage – Perm Service Monthly	Perm 1.5 Yd	\$30.60
Garbage – Perm Service Monthly	Perm 2 Yd	\$37.50
Garbage – Perm Service Monthly	Perm 3 Yd	\$55.50
Garbage – Perm Service Monthly	Perm 4 Yrd	\$67.00
Garbage – Perm Service Monthly	Perm 6 Yd	\$88.00
Garbage – Perm Service Monthly	Perm 8 Yd	\$114.75
Garbage – Perm Service Monthly	Perm 15 Yd	\$390.00
Garbage – Perm Service Monthly	Perm 20 Yd	\$390.00
Garbage – Perm Service Monthly	Perm 25 Yd	\$489.50
Garbage – Perm Service Monthly	Perm 30 Yd	\$573.57
Garbage - Residential	1 Can Cart = 35 Gal. Cart	\$8.60
Garbage – Residential	2 Can Cart = 64 Gal. Cart	\$9.70
Garbage – Residential	3 Can Cart = 96 Gal. Cart	\$10.50
Garbage – Residential	Duplex (3) Can Cart (1) = (1) 96 Gal. Cart	\$10.50
Garbage – Residential	Duplex (3) Can Cart (2) = (2) 96 Gal. Cart	\$21.00

Garbage – Residential	Duplex (2) Can Cart (1) = (1) 64 Gal. Cart	\$9.70
Garbage – Residential	Duplex (2) Can Cart (2) = (2) 64 Gal. Cart	\$19.40
Garbage – Residential	Duplex (1) Can Cart (1) = (1) 35 Gal. Cart	\$8.60
Garbage – Residential	Duplex (1) Can Cart (2) = (2) 35 Gal. Cart	\$17.20
Garbage – Residential	Triplex (3) Can Cart (1) = (1) 96 Gal. Cart	\$10.50
Garbage – Residential	Triplex (3) Can Cart (2) = (2) 96 Gal. Cart	\$21.00
Garbage – Residential	Triplex (3) Can Cart (3) = (3) 96 Gal. Cart	\$31.50
Garbage – Residential	Triplex (2) Can Cart (1) = (1) 64 Gal. Cart	\$9.70
Garbage – Residential	Triplex (2) Can Cart (2) = (2) 64 Gal. Cart	\$19.40
Garbage – Residential	Triplex (2) Can Cart (3) = (3) 64 Gal. Cart	\$29.10
Garbage – Residential	Triplex (1) Can Cart (1) = (1) 35 Gal. Cart	\$8.60
Garbage – Residential	Triplex (1) Can Cart (2) = (2) 35 Gal. Cart	\$17.20
Garbage – Residential	Triplex (1) Can Cart (3) = (3) 35 Gal. Cart	\$25.80
Garbage – Residential	Fourplex (1) Can Cart (1) = (1) 35 Gal. Cart	\$8.60
Garbage – Residential	Fourplex (1) Can Cart (2) = (2) 35 Gal. Cart	\$17.20
Garbage – Residential	Fourplex (1) Can Cart (3) = (3) 35 Gal. Cart	\$25.80
Garbage – Residential	Fourplex (1) Can Cart (4) = (4) 35 Gal. Cart	\$34.40
Garbage – Residential	Fourplex (1) Can Cart (1) = (1) 64 Gal. Cart	\$9.70
Garbage – Residential	Fourplex (1) Can Cart (2) = (2) 64 Gal. Cart	\$19.40
Garbage – Residential	Fourplex (1) Can Cart (3) = (3) 64 Gal. Cart	\$29.10
Garbage – Residential	Fourplex (1) Can Cart (4) = (4) 64 Gal. Cart	\$38.80
Garbage – Residential	Fourplex (1) Can Cart (1) = (1) 96 Gal. Cart	\$10.50
Garbage – Residential	Fourplex (1) Can Cart (2) = (2) 96 Gal. Cart	\$21.00
Garbage – Residential	Fourplex (1) Can Cart (3) = (3) 96 Gal. Cart	\$31.50
Garbage – Residential	Fourplex (1) Can Cart (4) = (4) 96 Gal. Cart	\$42.00
Garbage – Residential	Extras	\$1.95
Garbage – Residential	Additional Cart Service (unscheduled/return trip)	\$5.50
Garbage – Short Term Service for Residential Customers and for Non-Current Commercial Customers	1 Yd thru 8 Yd Pick-Up	\$41.75
Garbage – Short Term Service for Residential Customers and for Non-Current Commercial Customers	1 Yd thru 8 Yd Rent	\$41.75
Garbage – Short Term Service for Residential Customers and for Non-Current Commercial Customers	1 Yd thru 8 Yd Delivery	\$41.75
Garbage – Temp Service for Current Commercial Customers	Temporary 15 Yd	\$166.00
Garbage – Temp Service for Current Commercial Customers	Temporary 20 Yd	\$166.00

Garbage – Temp Service for Current Commercial Customers	Temporary 25 Yd	\$166.00
Garbage – Temp Service for Current Commercial Customers	Temporary 30 Yd	\$166.00
Garbage – Temporary Container Rental Monthly	1 Yd	\$4.20
Garbage – Temporary Container Rental Monthly	1.5 Yd	\$5.00
Garbage – Temporary Container Rental Monthly	2 Yd	\$6.20
Garbage – Temporary Container Rental Monthly	3 Yd	\$7.70
Garbage – Temporary Container Rental Monthly	4 Yd	\$9.60
Garbage – Temporary Container Rental Monthly	6 Yd	\$15.50
Garbage – Temporary Container Rental Monthly	8 Yd	\$19.25
Garbage – Temporary Container Rental Monthly	15 Yd	\$130.00
Garbage – Temporary Container Rental Monthly	20 Yd	\$130.00
Garbage – Temporary Container Rental Monthly	25 Yd	\$130.00
Garbage – Temporary Container Rental Monthly	30 Yd	\$130.00