

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

**VISION STATEMENT**

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

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

**May 7, 2024**

**A. CALL TO ORDER/ROLL CALL**

**B. INVOCATION:** Grant MacLean with Trinity Lutheran Church

**C. PLEDGE OF ALLEGIANCE**

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

**E. PRESENTATIONS:**

1. Proclamation – May 2024 as Bike Month

**Accepted by: Mike Wood, Ped/Bike Committee Member**

2. Proclamation – May 9, 2024 as Kroc Center Day

**Accepted by: Major Don Gilger, Salvation Army Kroc Center Corps Officer and CEO**

3. Proclamation – May 2024 as Preservation Month

**Accepted by: Anneliese Miller, Historic Preservation Commission Vice Chair**

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

## G. DISCUSSION ON DEMOLITION MORATORIA

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

## H. ANNOUNCEMENTS

1. City Council
2. Mayor – Appointment of Katharine Ebner to the position of Finance Director/City Treasurer.

**I. 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 April 16, 2024 Council Meeting.
2. Approval of Minutes from the April 22, 2024 General Services/Public Works Committee Meeting.
3. Setting of General Services/Public Works Committee Meeting for Monday, May 13, 2024, at 12:00 noon.
4. Approval of Outdoor Eating Facility Encroachment Permit; Golf Island; 2480 N. Old Mill Loop; Owner: Taylor Vold

**As Recommended by the City Clerk**

5. **Resolution No. 24-032**

- a. Approval of S-3-22; Birkdale Commons, Final Plat, Subdivision Improvement Agreement and Security

**As recommended by the City Engineer**

- b. Approval of the surplus of one Police Department 1995 Ford F350, one 2007 Chevrolet Trailblazer and sell at auction.

**As recommended by the Police Chief**

- c. Approval of an agreement between the City of Coeur d'Alene (City) and North Kootenai Water District (NKWD) to provide the City with meter readings of domestic water usage for parcels connected to City wastewater infrastructure.

**As recommended by the Wastewater Director**

- d. Approval of a Contract with Verdis for the Station 1 Standby Generator Replacement Design-Build Project.

**Pursuant to purchase policy approved by Resolution No. 17-061**

- e. Approval of a Lease Agreement with Majestic Eagle LLC to provide food concessions for the 2024, 2025 and 2026 seasons at Independence Point.

**As recommended by the General Services/Public Works Committee**

**J. OTHER BUSINESS:**

1. **Resolution No. 24-033** -Authorization for the reallocation of the remainder of the funds appropriated to CDA 2030, Inc., in the amount of \$18,750, to Panhandle Area Council, the expenditure of said funds being restricted to the Housing Solutions Partnership for work with a primarily public purpose, in the nature of that previously performed by CDA 2030, Inc.

**Staff Report by: Troy Tymesen, City Administrator**

2. **Resolution No. 24-034** - Approval of a professional services agreement with HMH LLC for construction engineering and inspection services for the Rectangular Rapid Flashing Beacon Project.

**Staff Report by: Chris Bosley, City Engineer**

3. **Resolution No. 24-035** - Approval of Amendment No. 5 to the Solid Waste Services Contract with Northern State PAK, LLC, d/b/a Coeur d'Alene Garbage Services.

**Staff Report by: Troy Tymesen, City Administrator**

4. **Resolution No. 24-036** - Approval of an agreement with Interstate Concrete & Asphalt for the 2024 Mill and Inlay Project.

**Staff Report by: Todd Feusier, Streets and Engineering Director**

5. **Resolution No. 24-037** - Approval of an Agreement with Road Products, LLC. for the 2024 Chip Seal Project.

**Staff Report by: Todd Feusier, Streets and Engineering Director**

6. **Resolution No. 24-038** - Approval of an Agreement DW Excavating Inc, for the 2023/2024 Wastewater Collection System Capital Improvement Project.

**Staff Report by: Mike Anderson, Wastewater Director**

7. **Resolution No. 24-039** - Approval of a Memorandum of Understanding with the Downtown Association for 2024 and 2025 Parades.

**Staff Report by: Renata McLeod, Municipal Services Director**

**K. PUBLIC HEARING:**

*Feel free to sign up to testify in advance at <https://www.cdavid.org/signinpublic/Signinformlist>*

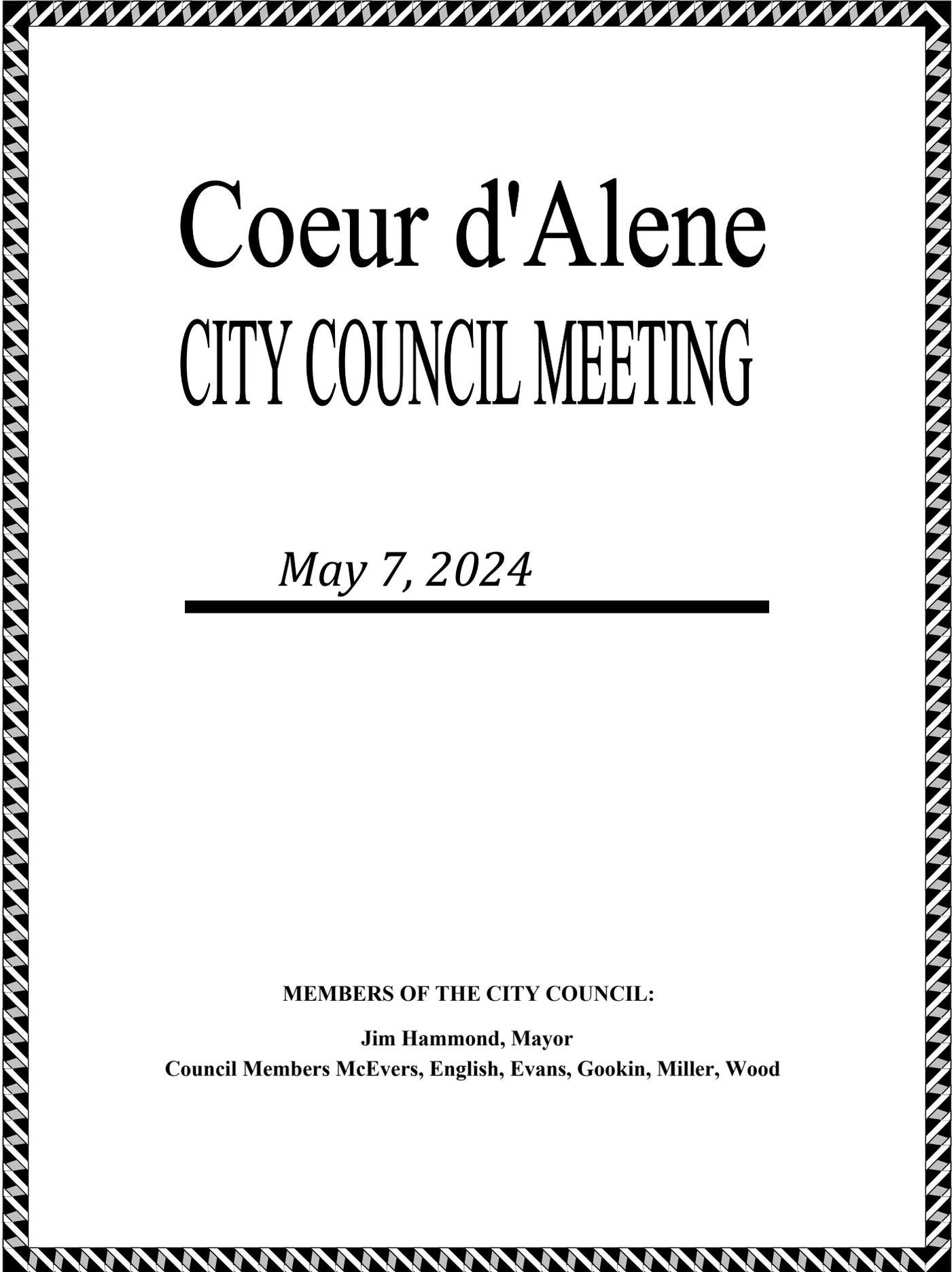
1. (Legislative Hearing) – **Resolution No. 24-040**; approving City Fee increases for the following Departments: Administration – Parking penalties and parking/moorage fees; Finance – Garbage rates and street lighting fees; Municipal Services – license/permit fee and

creation of new fee for Loudspeaker permits and Emergency Locate Fee for Non-emergencies; Parks and Recreation Department - updated Tennis Court rentals and league fees; Planning Department – development related fees and Short-term rental civil penalty; Streets and Engineering – Encroachment Permits with the establishment of civil penalties for violations; and Water Department – water rates and fees.

**Staff Report by: Renata McLeod, Municipal Services Director**

## **L. ADJOURNMENT**

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



# Coeur d'Alene CITY COUNCIL MEETING

*May 7, 2024*

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**MEMBERS OF THE CITY COUNCIL:**

**Jim Hammond, Mayor**  
**Council Members McEvers, English, Evans, Gookin, Miller, Wood**

# PRESENTATIONS

PROCLAMATION

WHEREAS, for more than a century, the bicycle has provided an independent form of transportation for many Americans; and

WHEREAS, more than 100 million Americans engage in bicycling today for fun, fitness, sport recreation and transportation; and

WHEREAS, the use of bicycles for transportation and recreation benefits all citizens of Coeur d'Alene; and

WHEREAS, the City of Coeur d'Alene has worked steadily to encourage bicycling as a healthy mode of transportation and recreation; and

WHEREAS, each year the City of Coeur d'Alene and the league of American Bicyclists recognize National Bike Month and promote bicycling events like Bike to Work Week; and

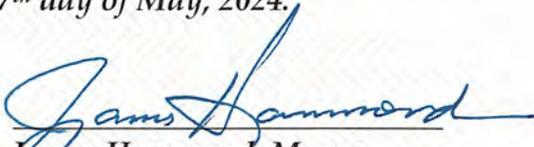
NOW, THEREFORE, I James Hammond, Mayor of the City of Coeur d'Alene, Idaho, do hereby proclaim the month of May, 2024 as.

**"BIKE MONTH"**

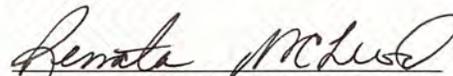
In Coeur d'Alene and encourage all citizens to ride their bikes to work during Bike to Work Week, May 13th through May 19th, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this 7<sup>th</sup> day of May, 2024.



  
James Hammond, Mayor

ATTEST:

  
Renata McLeod, City Clerk

PROCLAMATION

WHEREAS, *The Kroc Center in the City of Coeur d'Alene has become a vibrant hub for community engagement, health, and wellness; and*

WHEREAS, *The Kroc Center has provided countless opportunities for the individuals and families to grow, learn, and thrive through its diverse programs, services, and facilities; and*

WHEREAS, *The Kroc Center has demonstrated an unwavering commitment to fostering inclusivity, compassion, and a sense of belonging among all members of our community; and*

WHEREAS, *The Kroc Center has played a significant role in enhancing the quality of life in the City of Coeur d'Alene by promoting physical, mental and spiritual well-being; and*

WHEREAS, *The Kroc Center has served as a beacon of hope and inspiration, enriching the lives of residents and contributing to the overall vitality of our city.*

NOW, THEREFORE, I James Hammond, Mayor of the City of Coeur d'Alene, Idaho, do hereby proclaim May 9th, 2024 as

*"KROC CENTER DAY"*

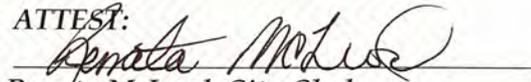
*In recognition of the invaluable contributions and positive impact of The Kroc Center on our community over the past 15 years.*

*I urge all residents to join me in celebrating this occasion and expressing gratitude for The Kroc Center's dedication to making Coeur d'Alene a better place for all.*

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this May 7th, 2024.



  
James Hammond, Mayor

ATTEST:  
  
Renata McLeod, City Clerk

PROCLAMATION

WHEREAS, historic preservation is an essential tool for managing growth and sustainable development, realizing neighborhoods, positively impacting the local economy, fostering local pride and maintaining community character while enhancing livability; and

WHEREAS, historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds; and

WHEREAS, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as people, including the original inhabitants and protectors of Coeur d'Alene - the Coeur d'Alene Tribe ; and

WHEREAS, Coeur d'Alene's Historic Preservation Commission is partnering with the Museum of North Idaho and the Coeur d'Alene Press to do historic preservation outreach and education throughout the month of May; and

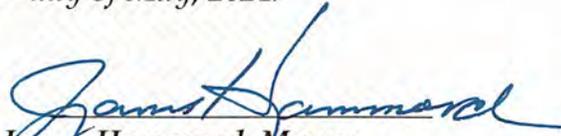
NOW, THEREFORE, I James Hammond, Mayor of the City of Coeur d'Alene, Idaho, do hereby proclaim the month of May, 2024 as

**"PRESERVATION MONTH"**

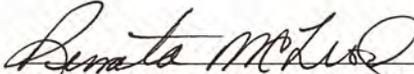
In Coeur d'Alene, Idaho, and ask the people to join their fellow citizens across the United States in recognizing and participating in this special observance through a variety of historic preservation activities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this 7<sup>th</sup> day of May, 2024.



  
James Hammond, Mayor

ATTEST:

  
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

April 16, 2024

The Mayor and Council of the City of Coeur d' Alene met in a regular session of said Council at the Coeur d' Alene City Library Community Room on April 16, 2024, at 6:00 p.m., there being present the following members:

James Hammond, Mayor

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

Kiki Miller                        ) Member of Council Absent

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

**INVOCATION:** David Bruyette of Mountain Lakes Bible Church led the Invocation.

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

**AMENDMENTS TO THE AGENDA:**

Mayor Hammond provided an update regarding the Roosevelt Inn, noting that he had a meeting this week with someone who is very interested in purchasing the Roosevelt Inn. He added that Councilmember Gookin is also working on a secondary strategy.

Councilmember Gookin noted that he wanted to amend the agenda and make a parliamentary move to allow the public to speak on the Mariott Hotel appeal and that Municipal Code (MC) 17.09.340(C) should be suspended. He pointed out that the public will be allowed to speak but it will not be used by the Council as a basis in their decision.

**MOTION:** Motion by Gookin, seconded by Wood to amend the agenda to suspend MC17.09.340(C) and allow public comment on the agenda item regarding the Mariott Hotel appeal.

**DISCUSSION:** Councilmember Evans sought the advice of the City Attorney, Randy Adams, to which Mr. Adams replied that the Municipal Code is very clear that no testimony and no new evidence may be presented to the Council for the Mariott appeal. He added that it would be a violation to the code to allow for public comment on it because that is presenting new evidence as well as a potential violation of the applicant's right to due process. Councilmember Wood shared

that in her experience as NIC Board Member, not allowing the public to comment has caused a lot of grief, and she would like to err on the side of caution and allow public comment. Councilmember English stated that he is not going against the advice of the legal counsel but asked the Council to look at the code that needs to be amended. Councilmember McEvers asked if amending the code would be amending the rule, and Mr. Adams explained that it is not on the agenda for this meeting, but the Council can amend the code at a future meeting. He said that the City can set the process by which the DRC runs its meetings and by which the appeal is conducted. He pointed out that as of now, the code states that there will be no new testimony and no new evidence is allowed. He added that the code does not specify when the Council must hear the appeal, so they could postpone the appeal hearing to a later date.

**ROLL CALL:** McEvers No; Gookin Aye; English No; Wood Aye; Evans No. **Motion failed.**

**ARBOR DAY PROCLAMATION:** Nick Goodwin, Urban Forester, accepted the Proclamation declaring April 26, 2024 as Arbor Day. He shared that Re-Leaf CDA 2024, which is a free planting program for the public, will accept applications until the end of March. He said that on April 29, they will start planting 65 trees such as black tupelo, english oak, greenspire linden, emerald sunshine elm, and kousa dogwood for power line areas. He added that a local resident, Bonnie Warwick, donated a 10-year-old bristle cone pine from her yard and this will be relocated and planted during the Arbor Day celebration at Atlas Park on April 26. Mr. Goodwin noted that it's the City's 40<sup>th</sup> year of receiving the Tree City USA award and 18<sup>th</sup> consecutive year of receiving the Growth Award. He stated that there will be local students who will volunteer to plant trees during the Arbor Day celebration. He added that there will be free donuts and coffee from Sun Valley Tree Service, tree raffle, and seedling give aways in partnership with Arbor Day Organization of North Idaho. Councilmember McEvers inquired if the City is adding new trees or just keeping specific trees in certain areas, to which Mr. Goodwin replied that the Urban Forestry office in partnership with the Urban Forestry Committee maintain an approved tree list and they try to keep every genus in our forest at below 20% of our urban canopy. He added that they keep the list updated to keep the genus from getting too heavy and to ensure maintaining a diverse forest, hence, they also experiment with different species to find suitable replacements.

**WORLD WISH DAY PROCLAMATION:** Michelle John, Make-A-Wish North Idaho Manager, accepted the Proclamation declaring April 29, 2024 as World Wish Day. She thanked the Council for helping them raise awareness and grant wishes of local kids. She shared that they have a new office located in Post Falls but they are serving all the North Idaho Wish kids. She said that they will be holding the Walk for Wishes event on June 1<sup>st</sup> at Riverstone Park.

**IDAHO GIVES WEEK PROCLAMATION:** Mark Tucker, Executive Director of United Way of North Idaho and Board Member of Idaho Gives, accepted the Proclamation declaring April 29 to May 2, 2024 as Idaho Gives Week. He stated that it's a week-long celebration that will start on April 29 at the Human Rights Education Institute (HREI). He encouraged everyone to go to their website, [idahogives.org](http://idahogives.org), to donate.

## **PUBLIC COMMENTS:**

Jeffrey Ward, Coeur d'Alene, noted that he created the Facebook page "Save the Roosevelt" and the online petition at "change.org" aimed to halt the demolition of the Roosevelt building. He stated that the online petition has gathered 4200 signatures and hundreds of messages from people residing in 83814 and 83815 zip codes. He shared that he had a meeting yesterday with the CEO of Blue Fern LLC, Ben Paulus, and was told that if a solution can be found, Roosevelt and its underlying parcel would be removed from the development plan. He added that as an act of goodwill, Blue Fern will be submitting a new site plan this week showing the preservation of Roosevelt. Mr. Ward urged the City Council to act and follow the outpouring of support from the public to save Roosevelt as represented in the petition. Mayor Hammond stated that, along with saving Roosevelt, what is important for him and to the Council is to make sure that the sale goes through because the Houghs have also put their lives and savings into it, and they also need to be able to retire.

Rod Schobert, Hayden, said that people come to Coeur d'Alene because of its rich history but it is limited when it comes to historically designated structures. He said that Roosevelt was quoted to have the elements of Queen Anne and Romanesque, the only similar building likely to be preserved in the area, and one of the few opportunities to retain its specimen for the future. He thanked the Houghs for maintaining the Roosevelt and appreciated the outpouring of support from the community to save it.

Russ McLain, Hayden, appreciated the display of courage and integrity of Councilmember Wood when Tony Stewart was speaking and was rudely interrupted during the press conference on the incident at Sherman Avenue.

Jim Stiekney, Coeur d'Alene, stated that he has been in Coeur d'Alene for most of his life, attended school in Roosevelt building and appealed for its preservation.

Cecil Kelly III, Coeur d'Alene, said that he lives near the Roosevelt and has fond memories. He asked the Council to keep the Roosevelt School.

Dorothy Dahlgren, Coeur d'Alene, presented a letter from the Idaho Historic Preservation Council offering their assistance to the City and developer of the Roosevelt. She said that as a National Register listed property, the building is uniquely eligible to take advantage of federal historic preservation tax incentive, which could offset development costs. She added that they are willing to offer advice, expertise, and contacts in the architectural, engineering, and historic preservation communities to facilitate its retention as City landmark. Mayor Hammond shared that part of his meeting next weekend is the protection of the Roosevelt for the long term, where part of the clause is that the building cannot be taken down in the future.

Duncan Koler, Coeur d'Alene, thanked the Council for the change in the noise ordinance and shared that he and his neighbors felt a little bit of improvement. He said that he noticed the big sign on Northwest Boulevard with the \$300 fine for loud engines and suggested that a similar sign be placed on the east side of Sherman to cover both entrances to the downtown. Mr. Koler explained that another issue that is important to the residents is the circulation of traffic through

downtown and that the Council should consider this with respect to the new developments coming in.

Deborah Mitchell, Coeur d'Alene, asked the City Council to adopt ordinances and an interim moratorium on permits for demolition, alteration or moving of any structures for a period of 182 days as done by the City of Boise. She also mentioned that the City pursues the creation of local historic districts which would offer opportunities for public input. She explained that historic buildings provide a sense of continuity, and removal of such affects people's mental health or what is called "solastalgia."

Zoe Ann Thruman, Coeur d'Alene, stated that the City needs a comprehensive visionary plan and ordinances in place to protect historic buildings. She asked the Council to take advantage of the current momentum brought by advocacy groups in the call to preserve the Roosevelt School and the resources available to make the plan a top priority.

Dave Walker, Coeur d'Alene, reminded the Council on the importance of setting the Historic Preservation Committee into motion to preserve the character and history of the City of Coeur d'Alene.

Walter Burns, Coeur d'Alene, said that as Chair of the Historic Preservation Commission, they work closely with the State Historic Preservation Commission who is also in complete support not just of the preservation of Roosevelt but also the updating of the building to keep it going into perpetuity. He thanked the Council for all its efforts in finding a solution that will work for everyone.

Jeanette Laster, Coeur d'Alene, read the statement of Tess Reaser from 208 Recovery, founder, and president of a local collaborating nonprofit. In her letter, Ms. Reaser said that the demolition of historic buildings, specifically the Roosevelt, while an inevitable part of progress, has a profound impact on the community's collective well-being and mental health. She stated that Roosevelt and other historic buildings are not just structures of brick and mortar but also act as repositories of memories and are tangible links to the past. She pointed out the need to engage in meaningful dialogues and to advocate for preservation efforts.

Jon Wemple, Coeur d'Alene, commented on amending the statute regarding public comment at a Design Review Commission appeal, saying that there seems to be an error in public notifications and the abilities of citizens to be able to speak and organize on certain issues like the proposed hotel in Sherman Avenue. While he said that he is not opposed to progress, he expressed concern that similar projects in the future could possibly be fast tracked without regard to proper comment from the public. He urged the Council to exhaust all efforts to listen and to amend the statute as a top priority on the Council's next agenda.

Nate Dyk, Coeur d'Alene, shared several issues regarding the proposed Mt. Hink and Atlas excavation project: the length of time that the Atlas trail will be closed or if it to remain open, he asked for the plan to protect the families going down the trail to avoid accidents; the noise and dust generated from the heavy equipment; restoration plan is not adequate since the grading will eliminate all the pine trees on the site; and the excavations will be going up to 5 feet from the trail,

which is outside the property boundary. Mr. Dyk believes that the project does not really meet the goals of the Comprehensive Plan.

Kyle Holmes, Coeur d'Alene, stated that he has seen the development that has occurred in the city but while he enjoys how the downtown has become, he said that the character of the community is slowly eroding away as buildings are allowed to be constantly built and developers try to squeeze in massive, tiny or duplex housing. He asked the Council what the developers are doing to also invest in the community considering the increasing demand for our police officers to maintain peace and order or contributing to resources such as responding to high-rise fires. He appealed to the Council to look into ensuring that city resources can support the growing needs of the community and not be taxed even further.

Anne Walker, Coeur d'Alene, said that it is imperative that the Design Review Committee follow their adoptive design standards and guidelines and that the City's Comprehensive Plan also needs to be followed on all building projects.

Mike Patano, Coeur d'Alene, cited several issues that the Council should pay attention to such as: traffic studies required at the beginning of any project; access on Sherman Avenue; parking requirements; sidewalks that should meet city requirements especially when there are big buildings next to it; location of loading zones; and the impact of construction such as road closures. He added that the proposed Marriott project needs to go back to the Design Review or to the Planning and Zoning for fine tuning because its current state should not be acceptable to the City of Coeur d'Alene.

#### **ANNOUNCEMENTS:**

Councilmember Gookin asked Mayor Hammond to direct staff to report to have an item on the agenda in the future Council Meeting wherein they can discuss the public comment of Deb Mitchell about doing a moratorium on permits for demolition of historic buildings based on health and safety. He stated that he is in support of what Mike Patano said about preserving the historic character and charm of Coeur d'Alene. He asked Mayor Hammond to reminded staff on the requests made by the Council in previous meetings and direct staff to submit a report by Friday when the following items will be placed on the agenda: revisiting of the sign code to allow companies to relocate billboards within the city; review of the budget to look for cuts and improvements; rezoning of the North Idaho College property; meeting to discuss downtown parking and height restrictions; and updating of the Design Review Commission material.

Mayor Hammond thanked the public for their comments about historic preservation. He stressed on the importance of the historical character of the community as it relates to the people's emotions and mental health. He added that to have a strong community makes for a stronger city.

**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 April 2, 2024 Council Meeting.

2. Setting of General Services/Public Works Committee Meeting for Monday, April 22, 2024, at 12:00 noon.
3. Approval of Bills as Submitted
4. Approval of Financial Report
5. Setting of a public hearing for May 21, 2024 - ZC-1-24; GS4 Property, LLC, is requesting a zone change from a NC (Neighborhood Commercial) to C-17; for property located at: SE corner of the intersection of 15th Street and Best Avenue

**MOTION:** Motion by McEvers, seconded by Evans to approve the Consent Calendar as presented.

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

### **RESOLUTION NO. 24-025**

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A COMPENSATION PROJECT PROPOSAL WITH AMERIBEN, HUMAN RESOURCE CONSULTING, TO REVIEW ALL FLSA EXEMPT CLASSIFICATIONS.

**STAFF REPORT:** Human Resource Director Melissa Tosi noted that the last classification and compensation study for the City was completed in 2017 and since then the Human Resources has done many analyses of hourly classifications to ensure market and internal equity. She said that the FLSA exempt salaried positions would benefit from an outside review due to the higher wages, the larger percentage difference between pay grades, an updated review on paygrade leveling, and incorporating the Police Captains into the pay structure. She added that this compensation project will look at FLSA exempt positions which range from pay grade 14 to pay grade 21 which is approximately 35 classifications. She explained that the Police Captain classification is the only exempt classification that is leveled outside the City's structure. Ms. Tosi said that Ameriben Human Resource Consulting will provide the following: job valuation for internal equity; pay structure chart refinement; and executive summary final report of all completed tasks, methodology, findings, and recommendation. She shared that the completion timeline is 60 days and the proposed cost for the project is \$9,875 to be paid from the city's fund balance. The project cost not currently in the budget, and will use the City's fund balance.

**DISCUSSION:** Councilmember Wood stated that she agrees with the concept in ensuring that the exempt employees are paid appropriately, however she disagrees with the method and suggests that this be done by HR staff or through a committee process. She pointed out several issues such as the pay philosophy, which is not yet determined, external comparison to other agencies, and the actual job description are not included in the project. She said that the Fire Chief and Police Chief in other cities are the highest paid employees, hence it is important to look at the job description, liability, and the skills set. She believes that the City can have a pay structure just for the fire department, as such with the police, and another pay structure for exempt employees. She added that she is hesitant to provide \$10,000 funding and not getting sufficient information. She recommended to the Council not to approve the proposal. Councilmember Gookin stated that he concurs with Councilmember Wood and asked for clarification of the City's pay philosophy, to which Ms. Tosi explained that the equal pay act is incorporated in the job descriptions in

consideration of the effort, supervisory responsibilities, liability with the city, and liability with the position. Councilmember Gookin said that the system seems to be broken having to fit the pay structure into one system when there should be three: police, fire, and regular city employees. He stressed that the police and fire have a special skill set that should not be compared to other employees. Ms. Tosi explained that Ameriben will look at the whole picture. She said that the police department used to be leveled in the current pay grade system, but now they are separated, and the lieutenants are now paid the same as all the department heads. She mentioned that the collective bargaining agreement drives up the wages because it is approved outside the internal equity structure and will keep on increasing, and then there's another structure that only moves based on cost-of-living adjustments, and as such creates an issue. She added that aside from the police, there are other positions that needs to be evaluated such as the attorneys which in their recent recruitment process, it was a challenge to find a qualified attorney that would want to work for the City because of the wage offer. Councilmember Evans stated that this is a routine practice in her experience outside the city and it is critical to ensure the retention of staff. She inquired on how often this study is done, to which Ms. Tosi replied that it is generally conducted within 5-7 years. She added that last year, the Wastewater Department was evaluated; however, for this proposed study, only the exempt positions will be included for analysis. She mentioned that the City is currently a member of the Northwest Data Exchange that has comparable wage data, and she can also make use of the consultant hours. Councilmember English said that it is better to have a broader study to get more valuable input. Councilmember Wood reiterated that she is not opposed to the proposal, and she also wants to make sure that the 35 exempt employees are paid appropriately, and the Council can do a merit increase this year, but she would like to have a more comprehensive study.

**MOTION:** Motion by Wood, seconded by English, to deny Resolution No. 24-025 – Approval of compensation project proposal with Ameriben, Human Resource Consulting to review all FLSA exempt classifications, and that the Council will address the matter through the budget process and to examine a possible merit increase this year for the 35 exempt positions.

**DISCUSSION:** Councilmember McEvers mentioned that there is competition, and some employees chase the money like one would work in Spokane but lives in Coeur d'Alene because the pay is higher there. Ms. Tosi replied that the goal is to pay the positions within the market range, and it is important to provide equitable wage. Councilmember Evans stated that it is critical to look into this because of the struggle with retention and hiring of employees. Regardless of what approach to use, she suggested to amend the motion and asked Ms. Tosi to submit to the Council a more comprehensive evaluation. Councilmember English added that the cost of the comprehensive study should be included. Ms. Tosi stated that the full classification compensation plan that was started in 2016 for all the positions was about \$36,000. She added that Ameriben is a company that holds the compensation data for almost all the Idaho cities.

**SUBSTITUTE MOTION:** Motion by Evans, seconded by Gookin, to table the approval of compensation project proposal with Ameriben, Human Resource Consulting to review all FLSA exempt classifications, and to have the Human Resource Director Melissa Tosi submit a comprehensive plan within the next six months.

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

**RECESS:** The Mayor called for a 5-minute recess at 7:54p.m. The meeting resumed at 8:01p.m.

**APPEAL OF JOAN WOODARD ON DESIGN REVIEW COMMISSION'S APPROVAL OF THE OF DR-1-24AA; CDA HOTEL, LLC (MARIOTT HOTEL) LOCATED AT 602 & 612 E. SHERMAN AVENUE.**

**STAFF REPORT:** City Attorney Randy Adams outlined the appeal process as mandated by the City Code.

**MOTION:** Motion by English, seconded by Gookin, to table the Design Review Commission's approval of DR-1-24AA; CDA Hotel, LLC (Mariott Hotel) located at 602 & 612 E. Sherman Avenue for 60 to 90 days, and to direct staff to set an agenda item to discuss the amendments to the Municipal Code 17.09.340(C) on the appeal process.

**DISCUSSION:** Councilmember Gookin agreed to not let Mr. Adams proceed with his presentation to save him and the public their time. Councilmember McEvers requested clarification on the motion, to which Councilmember English clarified that the motion is to table the hearing that is on the agenda for 60 or 90 days and to direct the staff to set an agenda for the discussion on amending the ordinance whether to allow public comment. Councilmember Evans asked for legal opinion on the possible consequences of this motion, to which Mr. Adams replied that there is nothing in the ordinance that requires the Council to hear an appeal within any specific time; however, significant delay could harm the applicant who obviously wants to move forward with the project. He added that the Code only requires the Council to decide within a certain amount of time after submission. Mayor Hammond asked how it will affect the appellant if it will be tabled, to which Mr. Adams replied that it will depend on what the Council will decide to change but a procedural matter such as public comment is not a substantive change. He clarified that the motion is to bring the matter to a future Council meeting because a change in the ordinance is not included in tonight's agenda, but the Mayor as Chief Administrative Officer can direct staff to table it for a future meeting. Councilmember Gookin stressed that it should be the entire code discussed and not just about public comment. Councilmember Evans stated that, having spent six years on the Planning Commission prior to serving in the Council, she stressed that the intent of quasi-judicial hearing is to ensure due diligence and a fair hearing, hence she asked the City Attorney to clarify if the Council can amend the code to allow new evidence to be presented. Mr. Adams answered that the current code as it is written does not allow for more testimony or more evidence at the hearing. Mayor Hammond stated that the motion is to table the appeal hearing and to direct staff to set an agenda item to discuss the amendments to the code. Councilmember Gookin requested a refund to Ms. Woodard because the appeal hearing was cancelled but Councilmember English clarified that there will still be a final hearing. Mr. Adams stated that it is not on the agenda and could be addressed at a future meeting.

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

## RESOLUTION NO. 24-029

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A PARKING AGREEMENT BETWEEN TOLL SOUTHWEST, LLC, AND TOLL BROTHERS AT ATLAS WATERFRONT HOMEOWNERS ASSOCIATION, INC., FOR ACCESS AND PARKING FOR THE BENEFIT OF 2919 N. HEARTWOOD ROAD TO PROVIDE COMMERCIAL PARKING LOCATED ON ADJACENT PROPERTIES.

**STAFF REPORT:** Community Planning Director Hilary Patterson noted that the Atlas Waterfront Planned Unit Development (PUD) Areas 3 and 4 were purchased by Toll Brothers for the development of townhouses and a 1,128 square foot commercial building in Area 4 for a restaurant/retail use. She said that the Atlas Waterfront PUD and Request for Proposals process required that the project include a mixed use or commercial use on the southeast corner of Area 4 with 500 square feet minimum of retail/restaurant on the ground floor and that the site was designed to have all parking for the townhouses be in garages off the alley. Ms. Patterson explained that the commercial parcel is not large enough to accommodate onsite parking for the use; however, the four adjacent townhouse parcels to the north of the commercial parcel have been designed with adequate space behind the structures to provide for exclusive parking for the commercial use and a two-way drive aisle to accommodate parking and access for both the residential and commercial uses. She added that a building permit for the commercial building has been submitted and reviewed but cannot be signed off on until the parking requirement has been satisfied. She explained that the City's Municipal Code, 17.44.190, allows for off street parking or loading spaces to be located to another lot, provided that the owner or owners of both lots prepare and execute to the satisfaction of the City Attorney, an agreement, to be approved by the City Council and recorded with the County, guaranteeing that such parking and/or loading spaces will be maintained and reserved for the use served for the duration of said use. She mentioned that offsite parking for a commercial use shall be within four hundred feet (400') of the lot containing the activity being served and within a zoning district that permits public parking lots (MC 17.44.250). Ms. Patterson noted the following: the code requirements have been met for the location of the commercial parking, including an accessible route; PUD standards have been exceeded for required commercial parking spaces; commercial parking would not impair the residential parking; the City Attorney has reviewed the Parking Agreement and associated Easement; and termination of the Parking Agreement and/or Access and Parking Easement shall only be terminated with written consent of the City.

**DISCUSSION:** Councilmember McEvers asked if it will make a difference if the use is changed, to which Ms. Patterson clarified that the PUD required that there will be a commercial use in that corner and based on the size of the footprint of the building, the coffee shop does not have adequate room for any parking on site. She added that the code allows for off-site parking so it will provide four parking spaces which exceeds what is required by the PUD. Councilmember Wood stated that from the very beginning in the PUD, that area was identified as preferred commercial area and she is glad that they were able to find some parking which is amenable to everyone and fits the original vision of the Atlas site. Councilmember Gookin inquired how many parking spaces is required given the building size of the food and beverage building, to which Ms. Patterson answered that it is quite small and based on the use would be just one additional space. She added

that there is parking on both Heartwood and Atlas as well as across the street on Atlas. She further agreed that the developer believes that he can lease this out.

**MOTION:** Motion by Evans, seconded by Wood, to approve **Resolution No. 24-029** – Approval of an Off-site parking agreement with Toll Brothers for 2919 N. Heartwood Road.

**DISCUSSION:** Councilmember Gookin stated that he will oppose the motion because the onsite parking is inadequate to support the business. He said that aside from the customers, parking for the employees should also be considered. He cited an existing coffee shop at Northwest Boulevard which is a high traffic and high visibility area; however due to inadequate parking, the coffee shop was losing customers. He said a business should have adequate onsite parking to be successful.

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

### **RESOLUTION NO. 24-030**

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE LOWEST RESPONSIVE QUOTES OF, AND AUTHORIZING AGREEMENTS WITH, BADGER METER, INC., FOR THE PURCHASE OF NEW WATER METER BODIES AND ORION LTE ENDPOINTS.

**STAFF REPORT:** Assistant Water Director Glen Poelstra noted that the Water Department began the Meter Change Out Program (MCOP) in 2005 due to significant undocumented water loss, and since then has an annual MCOP plan that will eventually replace all 20,000 meters in the City over a 10-year cycle because this is the typical lifespan of an average water meter radio read battery. He explained that once a meter reaches 10 years, it may lose its accuracy along with imminent battery failure and the Orion radio read ceases to work. He said that the City changes an average of 1500-2000 meters a year, depending on the location, and that the water meters be replaced or rebuilt once they reach above a 3% loss of water recording accuracy which is on the average of 10 years. Mr. Poelstra said that they solicited three separate quotes for each component of the water meter, and Badger Meter was the lowest responsive quote for both the water Meter Bodies and the Orion LTE Endpoints. He explained that the lowest responsive quotes were from Badger Meter in the amount of \$83,376.96 for 652- ¾", 97-1", 17-1 ½", and 15-2" meter bodies with General Pacific at \$124,836 and then H.D Fowler at \$150,020.13 while the lowest quote for 781 Orion LTE Endpoints was from Badger Meter in the amount of \$85,925.62 with General Pacific at \$147,609, and H.D. Fowler at \$176,818.40. It was recommended that the City Council award the lowest responsive quotes and approve the purchase agreements with Badger Meter for acquisition of new Badger Meter Bodies and Orion LTE Cellular Endpoints for the subsequent amounts of \$83,376.96 (meter bodies) and \$85,925.62 (Orion Endpoints).

**DISCUSSION:** Councilmember Gookin asked why they are replacing the meters and not just the radio, to which Mr. Poelstra explained that they can do that and they can replace the registers too because they become out dated with the radio as well. He added that the USB is a unique port that if it gets broken, then they lose communication with the radio and register, and sometimes those have to be replaced individually. Councilmember McEvers inquired on the radio's security where

someone can drive down the street and read other people's meter. Mr. Poelstra replied that it will be difficult to hack because it has an 8-digit number that is associated with that unit alone.

**MOTION:** Motion by Evans, seconded by McEvers, to approve **Resolution No. 24-030** - Approval of a contract to Badger Meter for purchase of new water meter components for acquisition of new Badger Meter Bodies and Orion LTE Cellular Endpoints for the subsequent amounts of \$83,376.96 (meter bodies) and \$85,925.62 (Orion Endpoints).

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

### **RESOLUTION NO. 24-031**

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE TRANSFER OF STRUCTURAL FILL MATERIAL FROM CITY PROPERTY ON ATLAS ROAD NORTH OF AND ADJACENT TO INTERSTATE 90 TO IGNITE CDA IN EXCHANGE FOR UNSUITABLE SOILS FROM THE ATLAS MILL SITE ("MT. HINK") FOR THE PURPOSE OF FACILITATING CONSTRUCTION ACTIVITIES AT THE ATLAS MILL SITE AND THE CONSTRUCTION OF A STORMWATER INFILTRATION POND AS PART OF THE IDAHO TRANSPORTATION DEPARTMENT'S I-90 EXPANSION PROJECT.

**STAFF REPORT:** City Administrator Troy Tymesen noted that the Idaho Transportation Department (ITD) previously transferred a parcel of property on Atlas Road north of and adjacent to Interstate 90 to the City for a possible well site for the City's Water Department. He said that after a test well was drilled, the Water Department determined that the Property was not viable for a groundwater well, and the ITD approached the City and requested that the City transfer the property back to the State for use as a stormwater infiltration pond as part of its I-90 expansion project. He explained that discussions were held between ignite cda, ITD, and the City, after which ignite cda requested to use approximately 75,000 cubic yards of structural fill from the property for filling the Atlas Phase 3 excavation which resulted from the hauling of unsuitable "Mt. Hink" material to the Ramsey Road pit. He added that in exchange for the structural fill, ignite cda will back haul approximately 60,000 cubic yards of structurally unsuitable "Mt. Hink" soils to the property. Mr. Tymesen stated that the soil from Mt. Hink is suitable for a stormwater infiltration pond and ignite will finish grade the swale site to ITD's desired configuration and the City will then transfer the property back to ITD prior to October 4, 2024. Further, he noted that the City Streets and Engineering Department has determined that the construction of the stormwater infiltration pond and transfer of the Property to ITD will not impact the future Atlas Road expansion. He stated that ignite will pay for the transport of soils and there will be no financial costs to the City. Mr. Tymesen said that the goal is to get the project done in two months.

**DISCUSSION:** Councilmember Wood said that a lot of people rely on the trail every day and given the timeframe, she is not convinced that it could be rebuilt quickly. She asked for an assurance that the public will not be shortchanged in this project, to which Mr. Tymesen noted that it can be incorporated in the agreement with ignite. Councilmember McEvers inquired on who will shoulder the costs, to which Mr. Tymesen replied that ignite will pay for the costs and the reason why the City is part of it is due to the way ITD can do the transaction and that there is an

engineering firm in the middle that will be paid by ignite. Councilmember English shared that the ignite board is aware of the timing and rebuilding it. Councilmember Gookin said that he cannot support this project because it seems that ignite is literally digging a hole and throwing money into it. Mr. Tymesen stated that this project has made a huge return to the residents for being able to access over 4000 lineal feet of frontage on the Spokane River. He added that ignite has not determined yet what to do with the Mt. Hink property, but it has development potential. Councilmember Evans said that she agrees with Councilmembers Wood and Gookin in minimizing the impact of the project on the trail, hence she suggested to include in the motion a plan to address any trail damage be fixed in the quickest possible time. Councilmember Gookin requested to put an exact date on the timeline such as by July 1<sup>st</sup>.

**MOTION:** Motion by Evans, seconded by McEvers, to approve **Resolution No. 24-031** – Approval of the exchange of soils from City-owned properties to facilitate the construction of a swale and the development of property at the Atlas Mill site and to include a plan to address damage to the trail by July 1, 2024.

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

**LEGISLATIVE PUBLIC HEARING) V-24-01 - A PORTION OF HATTIE AVENUE RIGHT-OF-WAY ADJOINING THE NORTH SIDE OF LOT 2, BLOCK 1 OF THE SHAE ESTATES PLAT, CONTAINING 988 SQUARE FEET, MORE OR LESS.**

**COUNCIL BILL NO. 24-1003**

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, VACATING A PORTION OF HATTIE AVENUE RIGHT-OF-WAY AS SHOWN IN THE PLAT OF SHAE ESTATES, RECORDED IN BOOK L OF PLATS ON PAGE 837, RECORDS OF KOOTENAI COUNTY, COEUR D'ALENE, IDAHO, GENERALLY DESCRIBED AS A PARCEL OF LAND ADJOINING THE NORTHERLY BOUNDARY OF LOT 2, BLOCK 1 OF SAID PLAT; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

**STAFF REPORT:** City Engineer Chris Bosley noted that the applicant, Cassandra Lindquist, CL Properties, requested the vacation of a portion of Hattie Avenue right-of-way that adjoins the northerly boundary of the property on the south side of Hattie Avenue (114 E. Hattie Avenue). He said that the requested right-of-way was originally dedicated to the City of Coeur d'Alene in the Novaks Addition plat in 1964 and then replated to the Shae Estates plat in 2023. He added that the vacation of the requested right-of-way would not have any financial impact on the City and would add approximately 988 square feet to the County tax roll. Mr. Bosley stated that the purpose of the request was to vacate a portion of public right-of-way on Hattie that was used for a turnaround that no longer exists, and all utilities are existing and in place, and there is no foreseeable use for the additional right-of-way. The Development Review Team was informed about this vacation. Mr. Bosley noted that he sent out 24 certified mailings with 2 favorable responses.

**DISCUSSION:** Councilmember McEvers noticed that it is wider at the intersection that it is further in, to which Mr. Bosley replied that it may have been widened out at the time to include a left turn lane.

**MOTION:** Motion by McEvers, seconded by Evans, to dispense with the rule and read **Council Bill No. 24-1003** once by title only.

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

**MOTION:** Motion by McEvers, seconded by Evans, to adopt **Council Bill No. 24-1003.**

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

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

The meeting adjourned at 8:55p.m.

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James Hammond, Mayor

ATTEST:

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Jo Anne Mateski  
Executive Assistant

April 22, 2024  
**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  
Bill Greenwood, Parks & Recreation Director

**STAFF con't**

Renata McLeod, Municipal Services Director  
Chris Bosley, City Engineer, Streets & Engineering Dept.  
Hilary Patterson, Planning Director  
Kyle Marine, Water Department  
Kelley Setters, Deputy City Clerk  
Vonnie Jensen, Comptroller  
Stephanie Padilla, Accountant, Finance Dept.

**Item 1. Request Approval to enter into a food concession agreement with Magestic Eagle LLC for 2024, 2025 and 2026 seasons at Independence Point.**  
**(Consent Resolution)**

Bill Greenwood, Parks & Receptions Director, requests the Council approve a food concession agreement with Majestic Eagle LLC, for the 2024, 2025, and 2026 seasons at Independence Point. Mr. Greenwood explained in his staff report that the City has had a vendor at this location for more than 30 years. The previous vendor was unable to continue at this site. Staff advertised for Requests for Proposals on February 29 and March 13, 2024, with a closing date of March 21, 2024, and we did not receive any bidders. The following week staff was contacted by Raffi Peltekian who expressed interest in this location to serve wood fired pizzas and soft drinks. Mr. Peltekian has been operating in Rathdrum at various locations for the last couple of years and recently moved into a brick and mortar building formerly occupied by Firehouse Subs on Appleway. The wood fire ovens are enclosed in his food truck and have already been approved by the City's fire department. A food vendor at Independence Point provides a service to the public that we do not provide. It is in a good location that is well known and visible to park visitors. The fees will be \$4,500.00 for year 2024, \$5,000.00 for 2025, and \$6,000.00 for 2026.

Councilmember Gookin asked how the proposed fees compare to the fees the City charged the prior vendor. Mr. Greenwood said they are a little less. Instead of using the CPI, which we don't see much of an increase with, therefore, he did something a little different with this agreement. Mr. Greenwood said he believes it is important to have a vendor at this site and he and Mr. Pelftekian were able to come to an agreement regarding the fee.

**MOTION: by Gookin, seconded by McEvers, to recommend that Council Approve the food concession agreement with Magestic Eagle LLC for 2024, 2025, and 2026 seasons at Independence Point. Motion Carried.**

**Item 2. Request approval of fee amendments and civil penalties as proposed by the Administrative, Finance, Municipal Services, Parks and Recreation, Planning, Streets and Engineering, and Water Department.**  
**(On the agenda as a Public Hearing)**

Renata McLeod, Municipal Services Director/City Clerk, requests the Council approve fee amendments and civil penalties as proposed by the Administration, Finance, Municipal Services, Parks and Recreation, Planning,

Streets and Engineering, and Water Departments. Mrs. McLeod explained in her staff report that the City is required to hold a public hearing for any proposed fee increase in excess of five percent (5%) pursuant to Idaho Code § 63-1311A. She noted that some of the fees listed are increasing less than 5%, are simply being clarified, and/or are being removed entirely, and therefore are not required to be included in the public hearing, it is staff's desire to keep all changes together for ease of tracking. In addition, civil penalties are not "fees" subject to the 5% rule, but are required to be adopted by resolution of Council. Therefore, they are included in the proposed Resolution. Mrs. McLeod provided a presentation and explained the various proposed fee adjustments.

Regarding Parking Fees, Councilmember McEvers asked if staff has looked at different hourly rates for out-of-state vehicles vs local vehicles. Mrs. McLeod said they have not. Regarding Tennis Court fees, Councilmember McEvers asked if Pickleball is charged the same fee. Mr. Greenwood, Parks & Recreation Director, replied yes.

Councilmember Gookin asked the following questions:

- Regarding the fee for oversized vehicle parking, what budget does that go into, to which Mr. Greenwood replied that it goes into the Parks Capital Improvement fund. He also asked if the fee increases were discussed with the Downtown Association, to which Stephanie Padilla, City Accountant, Finance Department replied yes.
- Regarding the 3<sup>rd</sup> St public dock moorage fee, does that fee also apply to the 2<sup>nd</sup> St. dock, to which Mr. Greenwood replied that that dock is open moorage. If someone stays overnight, they are sited by Code Enforcement. It is difficult to manage and monitor but the City will respond if we receive a complaint.
- Regarding the Memorial Field parking lot fees, will the Kootenai County staff still able to park there for free, to which Mr. Tymesen replied that the change in fee will not impact the City's agreement with the County.
- Regarding the Coeur d'Alene Garbage collection fee, will the increase to cover city costs, to which Mr. Tymesen replied yes, or at least break even or better.
- Regarding the Coeur d'Alene Garbage annual increase, have they always taken the 2.5% increase, to which Mrs. Jenson, Comptroller, explained that they get a minimum of 1.5% increase and they can get up to a maximum of 2.75% increase, which is based on the Producer Price Index which is a price index for commodities.
- Councilmember Gookin expressed his opinion that Street Lighting should be funded through the General Fund. Although he acknowledges that this would impact the General Fund, he is willing to accept that impact from the Foregone taxes.
- He asked for clarification regarding the creation of the Loud Speaker fee. Mrs. McLeod explained that the creation of the Loud Speaker fee was influenced by a citizen request for an open theatre truck. This truck would require a loudspeaker permit, and staff realized that there was no existing fee associated with it.
- Regarding special event fees, street closures and parades, could the city increase it by 10% instead of 5%. Mrs. McLeod responded that she is proposing a happy medium regarding special event fees, street closures, and parades. However, the Council has the option to raise it to 10% if they decide to do so. Councilmember Gookin requested both the 5% and 10% increase be provided for discussion purposes.
- Regarding fees for the Farmers Market, the code allows a 3-hour event for free, can we add an option if the event goes over 3 hours for the Downtown event. Mrs. McLeod explained that they are already charged the low event rate because they go over 3 hours. Mrs. McLeod said she believes the request was to increase the number of hours of a free farmer's market event.
- Regarding food court licenses, are we enforcing those, to which Mrs. McLeod replied that the City currently has two food courts that are licensed and a several individual mobile vendors. Currently, the City has not received any complaints about unlicensed food courts.

- Regarding the street encroachment fee, does that apply to boats if left in the streets for long periods of time. Mrs. McLeod responded that we have city code that prohibits boats from being parked in the public streets without a vehicle attached to them. She said it is an enforcement issue.

Councilmember McEvers highlighted a concern related to private snowplows during the winter. These snowplows are pushing snow onto City streets and right-of-way areas, while also blowing debris into the streets during the summer. Chris Bosley, the City Engineer, advised residents to report such incidents to Code Enforcement.

**MOTION: by Gookin, seconded by McEvers, to recommend that Council approve the fee amendments and civil penalties as proposed by the Administrative, Finance, Municipal Services, Parks and Recreation, Planning, Streets and Engineering, and Water Departments. Motion Carried.**

**Item 3. Request Approval to enter into professional services agreement with HMM, LLC for construction engineering and inspection services for the rectangular rapid flashing beacon project.**  
**(Agenda)**

Chris Bosley, City Engineer, requests the Council approve a Professional Services Agreement for Construction Engineering and Inspection Services for the Rectangular Rapid Flashing Beacons Project. Mr. Bosley noted in his staff report that in January of 2020, City Council approved an application for a federal grant, administered by the Local Highway Technical Assistance Council (LHTAC) to provide pedestrian safety improvements. The City was awarded the grant in April of 2020 which will fund pedestrian safety improvements and ADA compliance at several needed locations throughout the City. Design was completed in 2022 and plans were advertised for bidding by LHTAC. Selland Construction was awarded the contract. HMM Engineering was selected through the Request for Qualifications process to provide Construction Engineering and Inspection Services for the project. The City's estimated match requirement for the LHSIP grant is \$63,564. \$45,000 in funding has been included in the Streets & Engineering budget, with the remainder to come from impact fees. The resulting project will provide approximately \$698,000 in pedestrian safety improvements in Coeur d'Alene.

Councilmember McEvers question if once a pedestrian pushes the button on the flashing beacon, do they have the right of way, which Mr. Bosley responded that it is not a mandatory stop, it is a yield or a warning beacon. If someone were to not stop, they would not receive a citation. However, once the pedestrian enters the roadway, the pedestrian does have the right of way. Councilmember McEvers asked if they will bring power in for the Beacons, to which Mr. Bosley replied that will not as they are solar powered and the City will maintain the solar batteries.

**MOTION: by Gookin, seconded by McEvers, to recommend that Council approve the professional services agreement for construction engineering and inspection services for the rectangular rapid flashing beacons project. Motion Carried.**

Recording of the meeting can be found at: <https://www.youtube.com/live/v9HBF2OtPHc?si=5Ft7nh5eJ-oulF66>

The meeting adjourned at 12:36 p.m.

Respectfully submitted,  
*Juanita Knight*  
*Senior Legal Assistant*  
Recording Secretary

\* 4/30 Pd. ck #238 71172.16  
email license



City of Coeur d'Alene  
Municipal Services  
Department

City Hall, 710 E. Mullan Avenue  
Coeur d'Alene, Idaho 83814  
(208)769-2229 or Fax (208)769-2237  
ksetters@cdaid.org

### OUTDOOR EATING FACILITY ENCROACHMENT APPLICATION

Valid March 17 – Nov 1 Annually

New applications or renewals with changes will be submitted to City Council for approval.  
The application must be received in the Customer Service Center a minimum of seven (7) days prior to a City Council meeting  
(first and third Tuesday of each month). Payments are due with the application.

Please mark the appropriate seating location below:

- Seating on Private Property
- Seating on Public Right of Way  
*\*Encroachment Permit and additional insurance required*

Name of Eating Establishment: Golf Island

Applicant's Name: Taylor Vold Phone Number: 509 688 9539

Contact Person: ~~XXXXXXXXXX~~ Taylor Vold Phone Number: 509 688 9539

Cell Phone: 509 688 9539 Email: taylor.vold@golfisland.com

Mailing Address: 2480 N. Old Mill Loop City/State/Zip: Coeur d'Alene / ID / 83814

Physical Address: 2480 N. Old Mill Loop City/State/Zip: ↓

Completed Application  New  Renewal  
 Change in ownership or type of use?  No  Yes  
Please specify

Do you hold a current State of Idaho Kootenai County and City of CDA alcohol license?  No  Yes

If yes, on your State of Idaho alcohol license do you have a restaurant designation?  No  Yes

Is anyone under the age of 21 allowed in the area inside your establishment where alcohol is served?  No  Yes

What hours/days is the full menu available? Start 10am End 10pm Days 7

**Please supply a proposed site/seating plan, which is subject to approval and includes the following:**

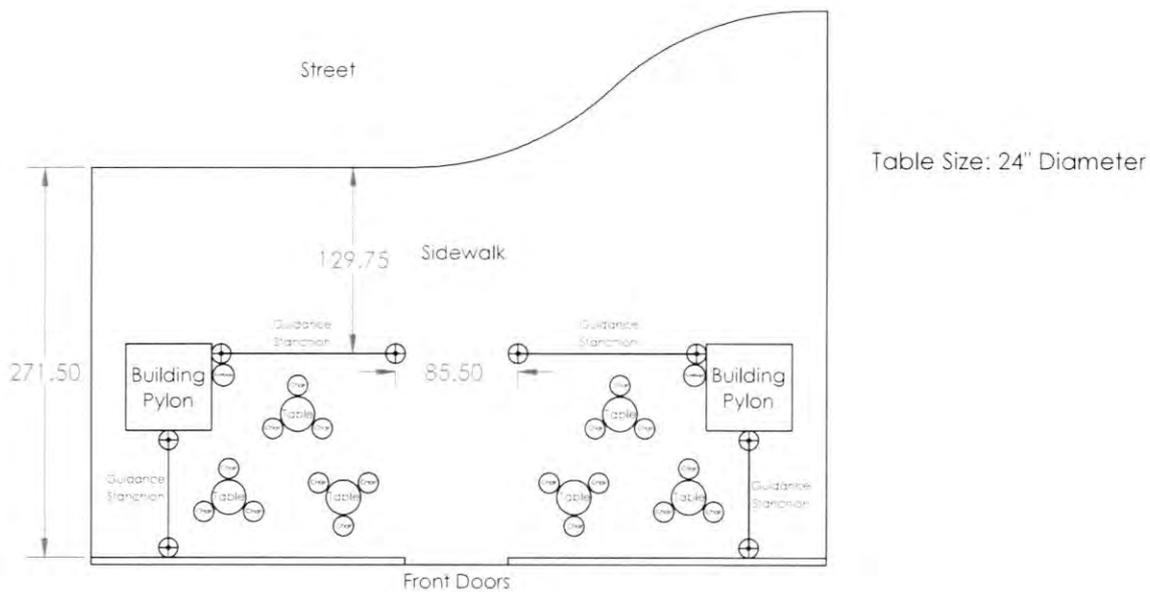
- Show table sizes and chair placement, distance from building (side street 24" tables maximum).
- Show distance to any tree, grate, bench, light post, bicycle rack, news rack, etc.
- What is width of sidewalk from property line to curb?
- Please show location of refuse receptacle and disposal of cigarette remains.
- If within the City sidewalk or City property, provide a Certificate of Liability Insurance naming the City as additional insured (\$1,000,000).
- If within the City sidewalk or City property, complete a signed encroachment application.

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**PROPRIETARY AND CONFIDENTIAL**  
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UNLESS OTHERWISE SPECIFIED:		NAME	DATE
DIMENSIONS ARE IN INCHES	TOLERANCES	DRAWN	
FRACTIONAL ±		CHECKED	
ANGULAR MATCH ±	BEND ±	ENG. APPR.	
TWO PLACE DECIMAL ±		MFG. APPR.	
THREE PLACE DECIMAL ±		Q/A	
INTERPRET GEOMETRIC TOLERANCING PER:		COMMENTS	
MATERIAL			
FINISH			
APPLICATION	DO NOT SCALE DRAWING		

**TITLE:**  
 Golf Island  
 2480 N. Old Mill Loop Coeur d'Alene, ID 83814

**SIZE** DWG. NO. REV  
**A** Outside Seating

SCALE: 1:192 WEIGHT: SHEET 1 OF 1

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RESOLUTION NO. 24-032

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AN AGREEMENT TO PERFORM SUBDIVISION WORK AND APPROVAL OF FINAL PLAT AND SECURITY FOR BIRKDALE COMMONS; DECLARING A 1995 FORD F350 AND A 2007 CHEVROLET TRAILBLAZER AS SURPLUS AND AUTHORIZING THE SALE OF SAID VEHICLES AT AUCTION; AN AGREEMENT WITH NORTH KOOTENAI WATER DISTRICT (NKWD) TO PROVIDE THE CITY WITH METER READINGS OF DOMESTIC WATER USAGE FOR PARCELS CONNECTED TO CITY WASTEWATER INFRASTRUCTURE; AND A LEASE AGREEMENT WITH MAJESTIC EAGLE, LLC., TO PROVIDE FOOD CONCESSIONS AT INDEPENDENCE POINT FOR THE 2024, 2025, AND 2026 SEASONS.

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

- A) Agreement to perform Subdivision Work, and Approval of Final Plat and Security with 15<sup>th</sup> Street Investment, LLC for Birkdale Commons [S-3-22];
- B) Declaration that a 1995 Ford F350, and a 2007 Chevrolet Trailblazer used by the Police Department are surplus, and authorizing the sale of said vehicles at auction;
- C) Agreement with North Kootenai Water District (NKWD) to provide the City with meter readings of domestic water usage for parcels connected to City wastewater infrastructure;
- D) Lease agreement with Majestic Eagle, LLC., to provide food concessions at Independence Point for the 2024, 2025, and 2026 seasons;

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 actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "A" through "D" 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 actions, so long as the substantive provisions of the agreements and the other actions remain intact.

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

DATED this 7<sup>th</sup> day of May, 2024.

\_\_\_\_\_  
James Hammond, Mayor

ATTEST

\_\_\_\_\_  
Renata McLeod, City Clerk

Motion by \_\_\_\_\_, Seconded by \_\_\_\_\_, to adopt the foregoing resolution.

ROLL CALL:

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

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.

## CITY COUNCIL STAFF REPORT

**DATE:** May, 7, 2024  
**FROM:** Dennis J. Grant, Engineering Project Manager  
**SUBJECT:** **S-3-22 Birkdale Commons: Final Plat, Subdivision Improvement Agreement and Security Approval**

---

### DECISION POINT

Staff is requesting the following:

1. Approval of the final plat document, a seventeen (17) lot residential development.
2. Acceptance of the furnished subdivision improvement agreement and accompanying security.

### HISTORY

- a. Applicant: Cody W. Funk, Manager  
15<sup>th</sup> Street Investments, LLC  
8428 E. Coeur d'Alene Lake Drive  
Coeur d'Alene, ID 83814
- b. Location: 3.29 Acre Parcel Located at 3525 N. 15<sup>th</sup> St (West side of 15<sup>th</sup> St, north of Mary Ln)
- c. Previous Action:
  1. Preliminary plat approval, November 2022

### FINANCIAL ANALYSIS

The developer is furnishing security in the amount of \$216,901.50 which covers the outstanding cost of the uninstalled infrastructure installations that are required for this development.

### PERFORMANCE ANALYSIS

The developer has completed the necessary subdivision agreement and is bonding for the outstanding infrastructure items (Storm water drainage, concrete curb and sidewalk, roadway improvements, signs, striping, and park amenities: picnic table, gazebo & dog park) in order to receive final plat approval. The installation of the agreement and security enables the developer to receive final plat approval and sell platted lots, however, occupancies will not be allowed until all infrastructure installation has been completed, and, the improvements accepted by the City. The developer has stated that all infrastructure installations will be complete by May 1, 2025.

### DECISION POINT RECOMMENDATION

1. Approve the final plat document.
2. Approve the subdivision improvement agreement and accompanying security.

NORTH QUARTER CORNER  
FOUND 2.5" ALUMINUM CAP  
MARKED "PLS 10699" IN MONUMENT  
BOX PER CP&F 2096577000

S89°59'56"E 2654.03' (P-2)  
S88°57'17"E 2654.04' (P-4, R-1)  
N88°57'33"W 2654.01'

NORTHEAST CORNER  
FOUND 2" ALUMINUM CAP  
MARKED "PLS 4182" IN  
MONUMENT BOX PER  
CP&F 2341496000

# BIRKDALE COMMONS

A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

## BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY THE IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE (1103) - US SURVEY FEET. BEARINGS SHOWN ARE GRID DISTANCES SHOWN ARE GROUND. A CONVERGENCE ANGLE OF -00°45'16" AND A CAF OF 0.99990144 WAS CALCULATED AT THE EAST QUARTER CORNER OF SECTION 1.

## REFERENCE DOCUMENTS

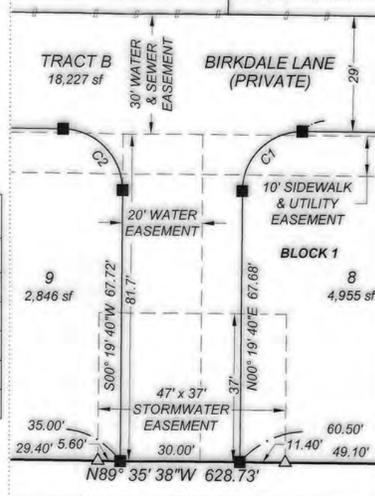
- (R-1) RECORD OF SURVEY PREPARED BY EMPIRE SURVEYING & ENGINEERING, INC. AND FILED AT BOOK 19 OF SURVEYS, PAGE 482, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-2) RECORD OF SURVEY PREPARED BY INLAND NORTHWEST CONSULTANTS AND FILED AT BOOK 23 OF SURVEYS, PAGE 158, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-3) RECORD OF SURVEY PREPARED BY NORTH IDAHO ENGINEERING AND FILED AT BOOK 14 OF SURVEYS, PAGE 129, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-1) PLAT OF NORTH PINES PREPARED BY EMPIRE SURVEYING & ENGINEERING, INC. AND FILED AT BOOK I OF PLATS, PAGE 145, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-2) PLAT OF BRECKENRIDGE ESTATES PREPARED BY EMPIRE SURVEYING & ENGINEERING, INC. AND FILED AT BOOK F OF PLATS, PAGE 199, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-3) PLAT OF CANFIELD COURT CONDOMINIUMS PREPARED BY FRAME & SMETANA, PA AND FILED AT BOOK J OF PLATS, PAGE 317, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-4) PLAT OF HONEYSUCKLE GLEN PREPARED BY GEM STATES AND FILED AT BOOK G OF PLATS, PAGE 81, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (D-1) TAX No. 3793, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (D-2) TAX No. 3794, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (D-3) TAX No. 4189, FILED IN BOOK 155 OF DEEDS, PAGE 524, RECORDS OF KOOTENAI COUNTY, IDAHO.

## LEGEND

- SET 5/8" x 24" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 4182"
- SET 1/2" x 24" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 4182"
- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 4194"
- FOUND 5/8" REBAR, NO CAP
- FOUND 3/4" IRON PIPE
- ◇ FOUND 3/4" IRON PIPE REPLACED WITH 5/8" x 24" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 4182"
- △ CALCULATED POINT, NOTHING FOUND OR SET
- (M) MEASURED

## NOTE

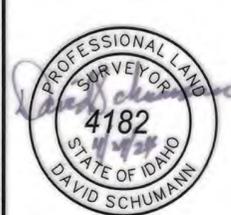
THERE WAS NO ATTEMPT MADE TO SHOW ALL OF THE PHYSICAL FEATURES OF THIS PROPERTY, NOR ANY EASEMENTS OF RECORD, EXCEPT FOR THOSE SHOWN HEREON.



Curve #	Length	Radius	Delta	Bearing	Chord
C1	23.58'	15.00'	090°04'43"	S45°22'01"W	21.23'
C2	23.54'	15.00'	089°55'17"	N44°37'59"W	21.20'

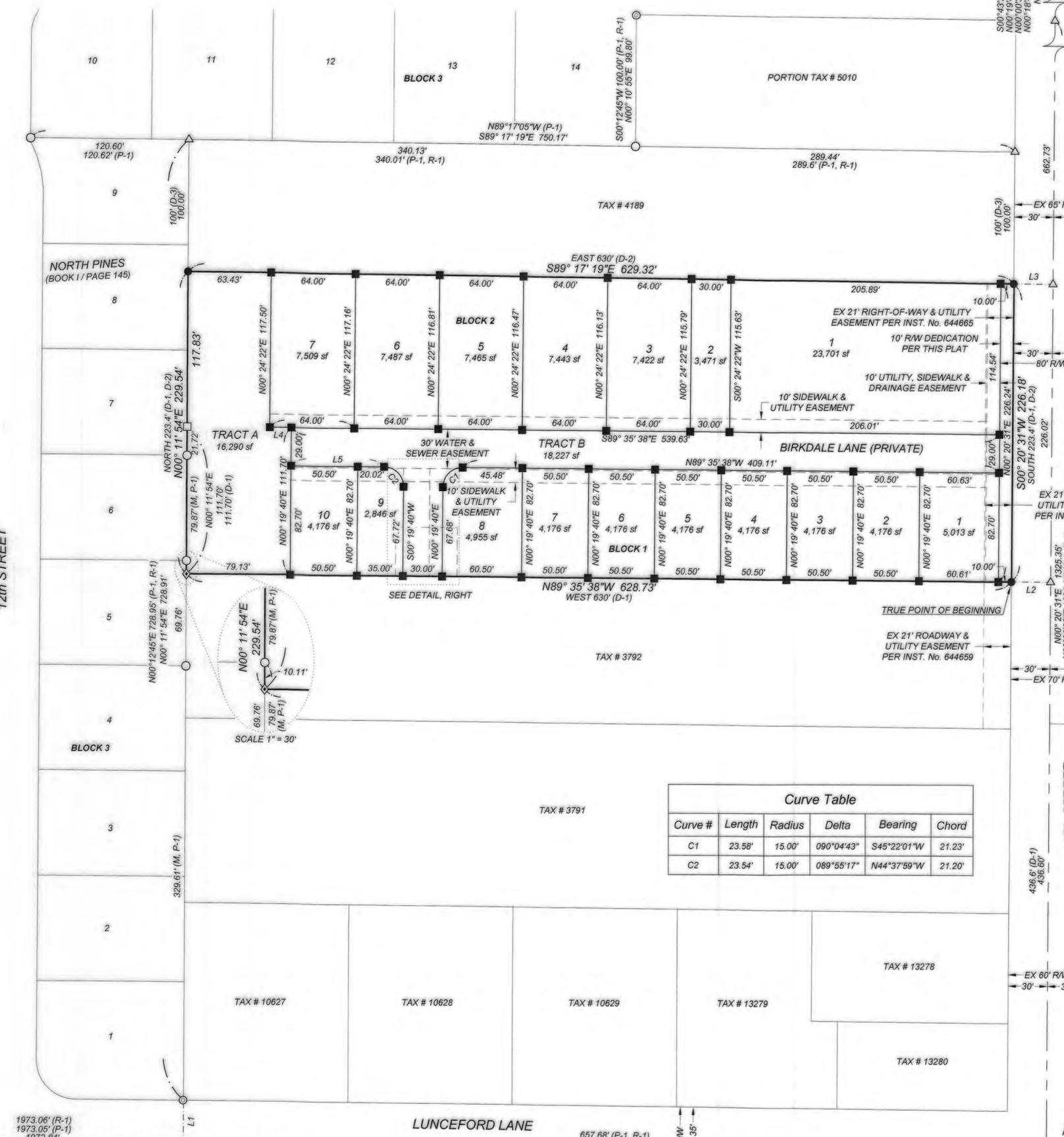
Line #	Bearing	Length	Record Data
L1	S00°36'02"W	35.00'	N00°12'45"E 35.00' (P-1) 35.00' (R-1)
L2	N89°35'38"W	30.00'	30' (D-1)
L3	S89°17'19"E	30.00'	
L4	S89°35'38"E	16.38'	
L5	N89°35'38"W	70.52'	

SCALE: 1" = 60'



LAKE CITY ENGINEERING  
126 E. POPLAR AVENUE  
COEUR D'ALENE, IDAHO 83814  
PHONE: 208.676.0230

CHECKED BY:	DES
DRAFTED BY:	SMA
SCALE:	1" = 60'
DATE:	04/22/2024
JOB NO:	LCE 21-083.2



CENTER QUARTER CORNER  
FOUND 2" ALUMINUM CAP MARKED  
"PLS 4006" IN MONUMENT BOX PER  
CP&F 1177794

EAST QUARTER CORNER  
FOUND REBAR IN MONUMENT  
BOX PER CP&F 1285911

# BIRKDALE COMMONS

A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1,  
TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK: \_\_\_\_\_ PAGE: \_\_\_\_\_

INSTRUMENT No. \_\_\_\_\_

## KOOTENAI COUNTY RECORDER

THIS PLAT WAS RECORDED AT THE REQUEST OF 15th STREET INVESTMENTS, LLC, WILLIAM BRADEN AND SANDRA BRADEN FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT \_\_\_\_\_ M. IN BOOK \_\_\_\_\_ OF PLATS, PAGE(S) \_\_\_\_\_, AS INSTRUMENT NUMBER \_\_\_\_\_.

FEE \$ \_\_\_\_\_

DEPUTY CLERK \_\_\_\_\_

JENNIFER LOCKE, KOOTENAI COUNTY CLERK

## CITY COUNCIL CERTIFICATE

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

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

CITY OF COEUR D'ALENE - CLERK \_\_\_\_\_

*Cody W. Funk* PE# 10804  
CITY OF COEUR D'ALENE - CITY ENGINEER

## COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES DUE FOR THE PROPERTY DESCRIBED IN THE OWNERS CERTIFICATE AND DEDICATION HAVE BEEN PAID THROUGH December 31st, 2023.

DATED THIS 25th DAY OF April, 2024

*Anna Engels* (deputy treasurer)  
KOOTENAI COUNTY TREASURER

## HEALTH DISTRICT APPROVAL

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

DATED THIS 25th DAY OF April, 2024

*Kristina Kautz*  
PANHANDLE HEALTH DISTRICT 1

## COUNTY SURVEYOR'S CERTIFICATE

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

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.



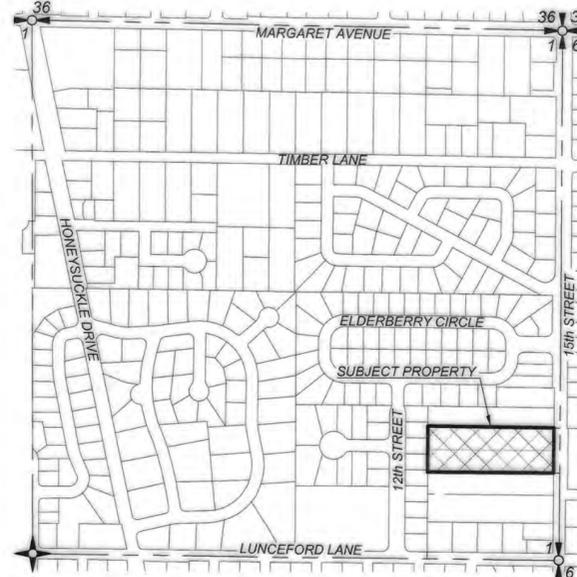
## SURVEYOR'S NARRATIVE

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

THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF A TITLE COMMITMENT POLICIES PREPARED BY NORTH IDAHO TITLE INSURANCE, INC. DATED JANUARY 3, 2022, ORDER NUMBER N-60002 AND DATED AUGUST 23, 2023, ORDER NUMBER N-64430.

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

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



NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 50 NORTH, RANGE 4 WEST

### VICINITY MAP

SCALE 1" = 600'

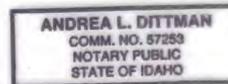
## NOTARY CERTIFICATE

STATE OF IDAHO \_\_\_\_\_ )  
 ) SS  
COUNTY OF KOOTENAI \_\_\_\_\_ )

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS 26th DAY OF April IN THE YEAR 2024, BY SANDRA K. BRADEN, A WIDOW.

*Andrea L. Dittman*  
NOTARY PUBLIC

MY COMMISSION EXPIRES ON 1-5-29



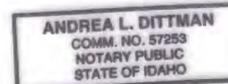
## NOTARY CERTIFICATE

STATE OF IDAHO \_\_\_\_\_ )  
 ) SS  
COUNTY OF KOOTENAI \_\_\_\_\_ )

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS 26th DAY OF April IN THE YEAR 2024, BY WILLIAM LEE BRADEN, AN UNMARRIED MAN.

*Andrea L. Dittman*  
NOTARY PUBLIC

MY COMMISSION EXPIRES ON 1-5-29



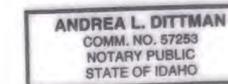
## NOTARY CERTIFICATE

STATE OF IDAHO \_\_\_\_\_ )  
 ) SS  
COUNTY OF KOOTENAI \_\_\_\_\_ )

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS 24th DAY OF April IN THE YEAR 2024, BY CODY W. FUNK, A MANAGER OF 15th STREET INVESTMENTS, LLC, AN IDAHO LIMITED LIABILITY COMPANY.

*Andrea L. Dittman*  
NOTARY PUBLIC

MY COMMISSION EXPIRES ON 1-5-29



## OWNER'S CERTIFICATE AND DEDICATION

BE IT KNOWN BY THESE PRESENTS THAT 15th STREET INVESTMENTS, LLC, AN IDAHO LIMITED LIABILITY COMPANY, SANDRA K. BRADEN, A WIDOW, AND WILLIAM LEE BRADEN, AN UNMARRIED MAN, DO HEREBY CERTIFY THAT THEY OWN AND HAVE LAID OUT THE LAND EMBRACED WITHIN THIS PLAT TO BE KNOWN AS BIRKDALE COMMONS, BEING A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 1, MONUMENTED BY A REBAR IN MONUMENT BOX PER CP&F 128591, RECORDS OF KOOTENAI COUNTY, FROM WHICH THE CENTER QUARTER CORNER BEARS NORTH 89°23'58" WEST A DISTANCE OF 2630.74 FEET; THENCE ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, NORTH 00°20'31" EAST A DISTANCE OF 436.60 FEET; THENCE LEAVING SAID EAST LINE, NORTH 89°35'38" WEST A DISTANCE OF 30.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF 15th STREET, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE LEAVING SAID WEST RIGHT-OF-WAY OF 15th STREET, NORTH 89°35'38" WEST A DISTANCE OF 628.73 FEET TO A 3/4 INCH IRON PIPE ON THE EAST LINE OF LOT 5, BLOCK 3 OF THE PLAT OF NORTH PINES FILED IN BOOK 1 OF PLATS AT PAGE 145, RECORDS OF KOOTENAI COUNTY;

THENCE ALONG THE EAST LINE OF LOTS 5, 6, 7 & 8, BLOCK 3 OF SAID PLAT OF NORTH PINES, NORTH 00°11'54" EAST A DISTANCE OF 229.54 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER;

THENCE ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, SOUTH 89°17'19" EAST A DISTANCE OF 629.32 FEET TO A POINT ON SAID WEST RIGHT-OF-WAY OF 15th STREET;

THENCE ALONG SAID WEST RIGHT-OF-WAY OF 15th STREET, SOUTH 00°20'31" WEST A DISTANCE OF 226.18 FEET TO THE TRUE POINT OF BEGINNING;

SAID PARCEL CONTAINING 3.290 ACRES, MORE OR LESS.

BE IT FURTHER KNOWN THAT:

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

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

THE OWNERS HEREBY DEDICATE ANY INTEREST IN THE EAST 30 FEET OF THE NORTHEAST QUARTER OF SAID SECTION 01, ADJACENT TO THIS PLAT TO THE PUBLIC IN THE NAME OF THE CITY OF COEUR D'ALENE;

A 10 FOOT UTILITY, SIDEWALK AND DRAINAGE EASEMENT, AS SHOWN HEREON, ADJACENT TO ALL DEDICATED RIGHTS-OF-WAY AS SHOWN, IS HEREBY GRANTED TO THE PUBLIC IN THE NAME OF THE CITY OF COEUR D'ALENE;

TRACTS A AND B SHALL BE DEEDED TO THE BIRKDALE COMMONS HOMEOWNERS ASSOCIATION BY SEPARATE INSTRUMENT NUMBER;

10 FOOT SIDEWALK & UTILITY EASEMENTS ADJACENT TO TRACT B, AS SHOWN HEREON, ARE HEREBY GRANTED TO THE LOTS WITHIN THIS PLAT FOR THE USE OF FRANCHISED UTILITIES;

A 30 FOOT SEWER AND WATER EASEMENT, AS SHOWN HEREON, IS HEREBY GRANTED TO THE CITY OF COEUR D'ALENE;

A 20 FOOT WATER EASEMENT, AS SHOWN HEREON, IS HEREBY GRANTED TO THE CITY OF COEUR D'ALENE;

A STORMWATER EASEMENT, AS SHOWN HEREON, IS HEREBY GRANTED TO THE BIRKDALE COMMONS HOMEOWNERS ASSOCIATION;

LOTS WITHIN THIS PLAT ARE SUBJECT TO THE COVENANTS, CODES AND RESTRICTIONS RECORDED UNDER INSTRUMENT No. \_\_\_\_\_, RECORDS OF KOOTENAI COUNTY, REQUIREMENTS OF THE BIRKDALE COMMONS HOMEOWNERS ASSOCIATION, TOGETHER WITH ANY AND ALL AMENDMENTS MADE THEREAFTER;

*Sandra K. Braden* 4-26-24  
SANDRA K. BRADEN DATE

*William Lee Braden* 4-26-24  
WILLIAM LEE BRADEN DATE

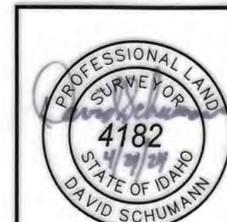
*Cody W. Funk* 4/24/24  
CODY W. FUNK, MANAGER DATE

15th STREET INVESTMENTS, LLC

## SURVEYOR'S CERTIFICATE

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

*David Schumann* 4/29/2024  
DAVID SCHUMANN DATE



CHECKED BY:	DES
DRAFTED BY:	SMA
SCALE:	N.T.S.
DATE:	04/22/2024
JOB NO:	LCE 21-083.2

2

2

IRREVOCABLE STANDBY  
LETTER OF CREDIT NO. 26403  
DATE: APRIL 24, 2024  
AMOUNT: \$216,901.50

City of Coeur d'Alene  
Attn: Dennis Grant  
3800 N. Ramsey Rd.  
Coeur d'Alene, ID 83815

Ladies and Gentlemen:

We hereby establish our Irrevocable Standby Letter of Credit No. 26403 in your favor for the account of 15<sup>th</sup> Steet Investments, LLC, 8428 E. Coeur d'Alene Lake Dr., Coeur d'Alene, ID 83814 up to the aggregate amount of Two Hundred Sixteen Thousand Nine Hundred One And 50/100 Dollars (\$216,901.50) U.S. currency, available by your draft(s) drawn at sight on us and presented to Washington Trust Bank on or before April 24, 2025 covering the performance bond for earthwork, surface, and stormwater improvements in Birkdale Commons and accompanied by the following:

1. A signed statement from the City of Coeur d'Alene reading exactly as follows:  
"I the undersigned duly authorized representative of the City of Coeur d'Alene, hereby certify that the draft drawn under this Letter of Credit represents the amount of money required to cover the performance bond for earthwork, surface, and stormwater improvements in Birkdale Commons."
2. Original of this Letter of Credit and any amendment(s) thereto.

All drafts presented under the credit must contain the clause "Drawn under Washington Trust Bank Letter of Credit No. 26403".

It is a condition of this Letter of Credit that it shall be considered automatically extended without amendment for one year from the present or any future expiration date unless we notify you in writing at least thirty (30) days prior to any such expiration date that this Letter of Credit will not be renewed. But in no case is the expiration date to exceed April 24, 2029. All written notification shall be sent via Certified Mail or courier.

Any and all banking charges, other than those of the issuing bank, are for the account of the beneficiary.

We hereby engage with the drawers and bona fide holders of drafts drawn under and in compliance with the terms of this Letter of Credit that the drafts will be duly honored upon presentation and delivery of documents, as specified, to Washington Trust Bank, Attn: International Department, 717 W. Sprague Ave., Spokane, Washington 99201, on or before April 24, 2025.

This Letter of Credit is issued subject to the International Standby Practices 1998 (ISP98) (International Chamber of Commerce Publication No. 590).

Sincerely,



Perry Magers  
Commercial Banking Officer  
International Banking  
Washington Trust Bank

**AGREEMENT TO PERFORM SUBDIVISION WORK**  
**Birkdale Commons**

THIS AGREEMENT made this 7<sup>th</sup> day of May, 2024 between 15<sup>th</sup> Street Investments, LLC, whose address is 8428 E. Coeur d'Alene Lake Drive, Coeur d'Alene, ID, 83814, with Cody W. Funk, Manager, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved, subject to completion of the required improvements, the subdivision plat of Birkdale Commons, a seventeen (17) lot, residential development in Coeur d'Alene, situated in the Southeast Quarter of the Southeast Quarter of the Northeast Quarter of Section 1, Township 50 North, Range 4 West of the Boise Meridian, City of Coeur d'Alene, Idaho; NOW, THEREFORE,

**IT IS AGREED AS FOLLOWS:**

The Developer agrees to complete the following public improvements: Storm water drainage, concrete curb and sidewalk, roadway improvements, signs, striping, and park amenities (picnic table, gazebo, dog park) as required under Title 16 of the Coeur d'Alene Municipal Code, on or before the 1<sup>st</sup> day of May, 2025. Said improvements are more particularly described on the submitted estimate of probable construction costs dated May 1, 2024 attached as Exhibit 'A', and, shown on the civil engineering drawings titled "Birkdale Commons Construction Drawings and Specifications", dated January 31, 2024, stamped and signed by Drew C. Dittman, PE, #11138 of Lake City Engineering, whose address is 126 E. Poplar Avenue, Coeur d'Alene, ID 83814, on file in the City of Coeur d'Alene Engineering Department's office and incorporated herein by reference.

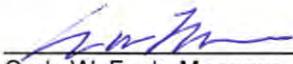
The Developer, prior to recording the plat, shall deliver to the City, security in the amount of Two Hundred Sixteen Thousand Nine Hundred One and 50/100 Dollars (\$216,901.50) securing the obligation of the Developer to complete the subdivision improvements referred to herein. Should the Developer noted herein fail to complete the improvements within the time herein provided, the City may utilize the funds to complete or have the improvements completed. In the event the City completes the improvements as a result of the Developer's default, the Developer shall be responsible for any costs that exceed the installed security for the public improvements noted herein.

IN WITNESS WHEREOF, the parties have set their hands and seal the day and year first above written.

**City of Coeur d'Alene**

**Developer**

\_\_\_\_\_  
James Hammond, Mayor

  
\_\_\_\_\_  
Cody W. Funk, Manager

**ATTEST:**

\_\_\_\_\_  
Renata McLeod, City Clerk

EXHIBIT 'A'

Birkdale Commons  
LCE 21-083.2

Date: 5/1/2024

Performance Bond Estimate				
Description	Quantity	Units	Unit Price	Amount
<b>Earthwork</b>				
Subgrade Road	1	LS	\$ 3,600.00	\$ 3,600.00
Rolled Curb	1110	LF	\$ 21.50	\$ 23,865.00
<b>Earthwork Subtotal:</b>				<b>\$ 27,465.00</b>
<b>Hard Surface Improvements</b>				
4' Sidewalks	4,250	SF	\$ 6.50	\$ 27,625.00
4' Sidewalks in Open Space	1,000	SF	\$ 6.50	\$ 6,500.00
Ped Ramps	4	EA	\$ 2,000.00	\$ 8,000.00
2/4" Paving	1,514	SY	\$ 24.00	\$ 36,336.00
<b>Hard Surface Subtotal:</b>				<b>\$ 78,461.00</b>
<b>Stormwater Improvements</b>				
Double Depth Drywells	2	EA	\$ 3,750.00	\$ 7,500.00
Swales w/ 4" Topsoil	1	LS	\$ 2,100.00	\$ 2,100.00
<b>Stormwater Subtotal:</b>				<b>\$ 9,600.00</b>
<b>Misc Costs</b>				
Signs & Striping	1	LS	\$ 3,075.00	\$ 3,075.00
Utility Trenching	1,500	LF	\$ 4.00	\$ 6,000.00
Park Amenities - BBQ & Picnic Table	1	LS	\$ 4,500.00	\$ 4,500.00
Park Amenities - Gazebo	1	LS	\$ 10,000.00	\$ 10,000.00
Park Amenities - Dog Park	1	LS	\$ 5,500.00	\$ 5,500.00
<b>Misc Subtotal:</b>				<b>\$ 29,075.00</b>
<b>Total COST:</b>				<b>\$ 144,601.00</b>

Total Amount Remaining: \$ 144,601.00  
 150% Bond Increase: \$ 72,300.50  
**Bond Amount: \$ 216,901.50**

**CITY COUNCIL  
STAFF REPORT**

**DATE:** MAY 7, 2024  
**FROM:** LEE WHITE, POLICE CHIEF  
**SUBJECT:** APPROVAL TO SURPLUS POLICE VEHICLES AND SELL AT AUCTION

-----  
**DECISION POINT:** Should the Council declare one (1) 1995 Ford F350 and one (1) 2007 Chevrolet Trailblazer to be surplus property and authorize the sale of said vehicles at auction?

**HISTORY:** The 1995 Ford F350 was transferred from the Fire Department to the Police Department around December of 2012. It served as an Ambulance for the Fire Department and was used as a Crime Scene Investigations van for the Police Department until April of 2024. This vehicle was replaced with a new van and is no longer needed by the Department.

The 2007 Chevrolet Trailblazer was seized by the North Idaho Violent Crimes Task Force in March of 2012. It was used as an unmarked vehicle by both the Investigations and CAT units. It is suffering from a host of issues with the traction control, antilock brakes and various engine efficiency trouble codes.

**PERFORMANCE ANALYSIS:** These vehicles have surpassed their useful life with the Police Department Division. Maintenance costs are increasing due to age of these vehicles. Major repair items are required for each vehicle that are currently preventing them from being operated safely and reliably.

**FINANCIAL ANALYSIS:** There is no financial impact to the City, other than minimal costs of transportation to auction. The city's long standing auction vendor is closing their doors. A new auction source is being sought at this time. The typical auctioneer receives a 20% commission for sales between \$500 and \$749.99, 15% commission for sales from \$750 to \$999.00 and 10% for sales over \$1000. These fees are deducted from the item auction proceeds and a check provided to the owner for the balance. Proceeds from the sale of the 1995 Ford F350 will be returned to the General Fund. Proceeds from the sale of the 2007 Chevrolet Trailblazer will be returned to the Drug Task Force.

**DECISION POINT/RECOMMENDATION:** Council should declare one (1) 1995 Ford F350 and one (1) 2007 Chevrolet Trailblazer to be surplus property and authorize the sale of said vehicles at auction.

1995 Ford F350 - 1FDLF47F9SEA28474 – 53,398 miles  
2007 Chevrolet Trailblazer - 1GNDDT135472253839 – 102,111 miles

**COUNCIL  
STAFF REPORT**

**DATE:** May 7, 2024  
**FROM:** Mike Anderson, Wastewater Director  
**SUBJECT:** Agreement between the City of Coeur d'Alene & North Kootenai Water District to provide water meter readings.

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**DECISION POINT:** Should Council approve an agreement between the City of Coeur d'Alene (City) and North Kootenai Water District (NKWD) wherein NKWD will provide the City with meter readings of domestic water usage for parcels connected to City wastewater infrastructure?

**HISTORY:** A portion of the NKWD service area includes parcels between Highway 95 and Government Way, South of Prairie Ave. On December 21, 2021, approximately 22 acres located near the intersection of Wilbur Ave and Highway 95 were annexed into the City. Today, The Heritage Villas apartment complex is being built on this property which receives water utilities from NKWD and wastewater utilities from the City. This agreement allows the NKWD to provide the City with the water meter readings on which wastewater rates will be billed.

**FINANCIAL ANALYSIS:** Readings from NKWD shall be provided at no charge.

**PERFORMANCE ANALYSIS:** As there is no accurate means to measure wastewater flow from a parcel, the City relies on water meter readings as a surrogate for wastewater flow coming from a property. These water meter readings are typically provided by the City's Water Department, however on rare occasions the City is not the service provider, and the Wastewater Department must enter into agreements with the water service utility to provide meter readings for billing purposes. The City has done this in the past with entities such as Hayden Water and Dalton Water. This agreement with NKWD covers future parcels that may annex into the City and for which City wastewater utility is provided. These agreements are critical to maintaining accurate billing.

**DECISION POINT/RECOMMENDATION:** Council should approve the agreement between the City of Coeur d'Alene & North Kootenai Water District to provide water meter readings.

## AGREEMENT

THIS AGREEMENT is made and entered into this 7th day of May, 2024, between the CITY OF COEUR D'ALENE, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "CITY," and NORTH KOOTENAI WATER DISTRICT, a municipal corporation organized and existing under the laws of the state of Idaho, with its principal office at 13649 N. Meyer Road, Rathdrum, Idaho, hereinafter referred to as "NKWD," and do hereby create this perpetual Agreement for services.

The Parties agree that their respective responsibilities shall be as follows:

NKWD shall provide the CITY upon request domestic water meter readings at no charge for any parcel that the CITY provides sewer service to and that NKWD provides domestic water service on a monthly basis, no later than the 20th of the following month. If multiple water services are provided to a parcel in the future, whether as one parcel or multiple parcels, and NKWD shall provide the CITY domestic water meter readings for each domestic water service.

Domestic water meter readings shall consist of the inclusive dates of the reading, the water consumption in gallons, and the name and address of the customer/property owner or other responsible party.

To the fullest extent permitted by law, and as partial consideration for NKWD entering into this Agreement, the City shall indemnify, defend, hold harmless, and waive any and all claims against NKWD and its officials, directors, employees, and agents from and against any and all liability of any type or nature whatsoever to persons or property resulting from or arising out of this Agreement and the negligent or intentional acts or omissions of the City's elected or appointed officials, agents, contractors, subcontractors, employees, servants and volunteers, no matter what the loss, damage, or injury, and from whatever cause. This clause shall not apply where the cause of the loss, damage, or injury is the result of the sole negligence of NKWD or its officers, agents, or employees.

Both Parties shall maintain general liability insurance covering the scope of their actions under this Agreement with minimum limits as described in Idaho Code § 6-924.

Both Parties shall provide, and update as necessary, contact information to facilitate the duties under this Agreement. The lines of communication shall be kept open between both Parties in order to discuss any concerns arising from the terms of this Agreement and to reach mutually agreeable solutions in a timely manner.

Either Party may terminate this Agreement upon 30 days prior written notice to the other Party.

Except as otherwise set forth herein, this Agreement may be modified by mutual written agreement.

This Agreement is binding upon both Parties and their successors, transferees, buyers or holders.

This Agreement constitutes the entire agreement between both Parties. No other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained in this Agreement is valid or binding.

IN WITNESS HEREOF, the CITY and NKWD have set their hands this 7th day of May, 2024.

CITY OF COEUR D'ALENE

NORTH KOOTENAI WATER DISTRICT

By \_\_\_\_\_

By \_\_\_\_\_  
James Hammond, Mayor

Thomas Crum (Printed Name)

Thomas Crum (Printed Title)

ATTEST:

\_\_\_\_\_  
Renata McLeod, City Clerk

STATE OF IDAHO                    )  
  ) ss.  
County of Kootenai    )

On this   7th   day of   May  , 20 24 , before me, a Notary Public, personally appeared James Hammond and Renata McLeod, known to me to be the Mayor and City Clerk of the City of Coeur d’Alene, and the persons whose names are subscribed to the within instrument, and acknowledged that they voluntarily executed the same for the City.

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

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

STATE OF IDAHO                    )  
  ) ss.  
County of Kootenai    )

On this \_\_\_\_\_ day of \_\_\_May\_\_\_\_\_, 20 24 , before me, a Notary Public, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of ASG Holdings LLC, and the person whose name is subscribed to the within instrument, and acknowledged that he/she voluntarily executed the same for the corporation.

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

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

**CITY COUNCIL  
STAFF REPORT**

**DATE:** April 22, 2024  
**FROM:** Bill Greenwood Park & Recreation Director  
**SUBJECT:** Three Year Agreement for Food Concession at Independence Point

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**Decision Point:** Should Council approve a Three-year Lease Agreement with Majestic Eagle, LLC, for food concessions for the 2024, 2025, and 2026 seasons at Independence Point?

**History:** We have had a vendor at this location for more than 30 years. The previous vendor was unable to continue at this site. We advertised for Requests for Proposals on February 29 and March 13, 2024, with a closing date of March 21, 2024, and we did not receive any bidders. The following week we were contacted by Raffi Peltekian who expressed interest in this location to serve wood fired pizzas and soft drinks.

**Financial Analysis:** The fees will be \$4,500.00 for year 2024, \$5,000.00 for 2025, and \$6,000.00 for 2026. The prorated payment for the 2024 year will be made by June 20, 2024. Thereafter, the due date will be by April 1, for each subsequent year. Payment will be made to the City's Parks and Recreation Department and will be deposited into the Parks Capital Improvement Fund.

**Performance Analysis:** Mr. Peltekian has been operating in Rathdrum at various locations for the last couple of years and recently moved into a brick and mortar building formerly occupied by Firehouse Subs on Appleway. The wood fire ovens are enclosed in his food truck and have already been approved by the City's fire department. A food vendor at Independence Point provides a service to the public that we do not provide. It is in a good location that is well known and visible to park visitors.

**Decision Point:** Council should approve a Lease Agreement with Majestic Eagle, LLC, to provide food concessions (wood fired pizzas and soft drinks) for the 2024, 2025, and 2026 seasons at Independence Point.

## LEASE AGREEMENT

THIS LEASE is made and entered into this 7<sup>th</sup> day of May, 2024, 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 Majestic Eagle LLC, with its principal place of business at 14717 North Liane Lane, Rathdrum, Idaho 83858 hereinafter called "Lessee."

WITNESSETH:

THAT, WHEREAS, Majestic Eagle LLC has been awarded the contract for a mobile food concession at a location generally described as: no more than a 22' x 8' (L x W) area on a concrete pad just south of sidewalk along the beach area between Independence Point and the Coeur d'Alene Resort, and immediately east of the sidewalk leading to the City's commercial dock, as shown on Exhibit "A," which is attached hereto and hereby incorporated herein by reference.

NOW, THEREFORE,

IT IS AGREED, that for and in consideration of the covenants and agreements set forth herein that, the Lessee shall operate and maintain a mobile food concession 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 individuals employed by Majestic Eagle LLC.

Section 2.     Community Relations: The Lessee agrees that its members, managers, and employees will be courteous and informed about the community, and will assist with questions from tourists and other users of public recreational facilities. Particularly, the Lessee's members, managers, and employees must become familiar with the immediate area including City Park, North Idaho College, Coeur d'Alene Resort, Tubbs Hill, McEuen Field and the Visitors Center.

Section 3.     Appropriate Attire: The Lessee agrees that its members, managers, and employees must be appropriately dressed in either an approved T-shirt or polo shirt with identifying logo, and approved pants or shorts, if shorts are to be worn. Approval must be received from the Parks Director. It will not be permissible to operate the food concession without a shirt or in bikini type swimwear.

Section 4.     Staffing: The Lessee's food concession must be staffed by at least one employee at all times the concession is open.

Section 5.     Health Permit: The Lessee agrees to obtain a health permit as required by law for the said mobile food concession. The permit must be displayed in a conspicuous place on the trailer. The permit number must correspond to the number on the trailer. The health permit is required to be provided to the City Clerk by May 15, 2024, for the 2024 season, by April 15, 2025, for the 2025 season, and by April 15, 2026, for the 2026 season. Failure to submit the required health permit

within the above stated time may result in the City denying or revoking the Lessee's permit or taking any other action allowed by law.

Section 6.     Food: The Lessee may serve all foods within the scope of the health permit.

Section 7.     Non-food Items: Sunscreen will be the only non-food item allowed for sale. Sale of any other items must have prior written approval from the Parks & Recreation Director.

Section 8.     Refuse: The Lessee agrees not to dispose of refuse at any public trash receptacle. Refuse must be removed from site and disposed of at the Lessee's expense. The Lessee's mobile food concession and immediately surrounding site must be kept clean at all times. The Lessee is responsible for grey water disposal.

Section 9.     Hold Harmless: The Lessee shall hold the City harmless and shall waive all claims for any incidental or consequential damages or lost profits during the term of the agreement due to construction projects located in or involving Memorial Field, the Coeur d'Alene Museum, Independence Point parking lots, City parks, or docks. The Lessee further understands and agrees that during the term of this agreement that the City or agents of the City may commence projects involving downtown public properties which may result in the City terminating this agreement pursuant to the notice provision in Section 23 below entitled "City's Option to Terminate Lease." Furthermore, the parties recognize that the City is involved in a process of developing a downtown public properties plan that may modify, move or eliminate some parking in the present downtown public parking lots. The Lessee acknowledges and agrees that this may occur and may affect the parking areas presently used by the Lessee's customers. In the event of said occurrence, the Lessee hereby releases, holds harmless, and waives any claim whatsoever the Lessee may have against the City, its employees, agents, elected and appointed officials.

Section 10.    Not Exclusive: The Lessee understands and agrees that the City, from time to time during the term of this permit, may allow other food and non-food concessions to operate in the City Park including, but not necessarily limited to, mobile food concessions permitted by bid award, food and non-food concessions permitted as a part of the Summer Concert in the Park Series, food and non-food concessions permitted as part of any special event in the Park including, but again not limited to, Fred Murphy Days, A Taste of the Coeur d'Alene, the Fourth of July, and sports tournaments, or any event involving/or sponsored by the Coeur d'Alene Cultural Center.

Section 11.    Waiver: The Lessee understands that during the term of this agreement, the City may be undertaking repairs to the City's commercial dock, which may interfere with the Lessee's operations or affect persons in the park. The Lessee specifically waives any claim as to lost profits or business as a result of such repairs. The City will notify lessee via email communication when such repairs are scheduled.

Section 12.    Worker's Compensation: The Lessee agrees to maintain worker's compensation coverage on all of its employees during the term of this contract as required by Idaho Code Sections 72-101 through 72-806. Should the Lessee fail to maintain such insurance during the entire term hereof, the Lessee shall indemnify the City against any loss resulting to the City from such failure, either by way of compensation or additional premium liability. The Lessee shall furnish to the City,

prior to the granting of a permit, such evidence as the City may require affirming worker's compensation coverage or, in the alternative, submit an affidavit stating that all employees have worker's compensation coverage as required by Idaho law.

Section 13. Negligent or Wrongful Act: The Lessee 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 the Lessee, its agents, or employees. The Lessee further agrees, at the Lessee's sole cost, to defend the City against all claims arising out of this agreement, including any claims resulting from the operation of the Lessee's concession or in connection with the negligent or wrongful acts, errors and omissions of the Lessee, its agents or employees. To that end, the Lessee shall maintain a policy of liability insurance, naming the City as an additional insured, with limits at least those required by Idaho Code § 6-924.

Section 14. Cart Specifications: The Lessee agrees to the following mobile cart specifications, in addition to any other requirement set forth herein, which will be adhered to by the Lessee:

- A. Length: 27ft. width: 8 ft. height: 11ft.
- B. Heat source: propane or wood.
- C. Cooling source: battery, ice, propane, or electric.
- D. The mobile concessions cart must be self-contained.
- E. The mobile concessions cart must be kept clean throughout the season.
- F. The mobile concessions cart must display both the City logo and business logo. City will provide such logo to be adhered to the mobile concessions trailer.

Section 15. Term: The City shall grant a mobile food concession permit to the Lessee for the season of May 1, 2024, to September 30, 2024, May 1, 2025, to September 30, 2025, and May 1, 2026, to September 30, 2026. And will include special events that may operate outside of the stated time period. Lessee will communicate certain days in which the trailer will not be in operation and will be removed for pre-scheduled catering events.

Section 16. Consideration: The Lessee shall, in consideration for the permit to operate and maintain said mobile food concession as set forth in Section 15 at the said location, pay the prorated sum of Four Thousand Five Hundred and 00/100 Dollars (\$4,500.00) for year one due by June 20, 2024, upon the signing of this agreement. The 2024 season is pro-rated due to the late start of the season. Year two fees will be Five Thousand and 00/100 Dollars (\$5,000.00) and year three fees will be Six Thousand and 00/100 Dollars (\$6,000.00). Payments for each subsequent year of the lease shall be made by April 1 of the lease year.—Payment shall be made to the City of Coeur d'Alene Parks & Recreation Department.

Section 17. No Alcohol: The Lessee agrees it shall not possess any alcohol or alcoholic beverages in the concession, City Park, or City parking lots, nor shall its employees be allowed to possess any alcohol or alcoholic beverages in the concession or while on duty.

Section 18. City Ordinances: The Lessee shall abide by all City Ordinances and resolutions, included but not limited to Municipal Code Chapters 4.25 and 5.75, and the Fire Code.

Section 19. Glass Containers: The Lessee agrees not to dispense drinks in glass containers.

Section 20. Violation of Regulations: The Lessee agrees that any violation of regulations, contract, ordinance, or any evidence of collusion may result in criminal prosecution and/or in the revocation of the permit, and forfeitures of all payments, and the Lessee may not be allowed to rebid or resubmit a proposal for a concession on City property for a period of three (3) years.

Section 21. Non-transferable: The Lessee also agrees and understands concession sites cannot be transferred to another vendor without permission of the City.

Section 22. No Truck Parking: Except for parking in lawfully designated parking spaces, neither Lessee nor its agent(s) shall park trucks or other vehicles adjacent to the concession site for longer than sixty (60) minutes. Failure to comply with this provision shall be considered a material breach of this agreement.

Section 23. City's Option to Terminate Lease: The City may, at any time after providing thirty (30) days' written notice to the Lessee, terminate this lease for cause or for no cause, retake possession of the leased space. The City shall provide a refund to the Lessee of the prorated, unearned portion of the lease payment unless termination was for the Lessee's wrongful conduct or violation of a provision of this Lease. The notice of the exercise by the City of its option to terminate the lease for no cause shall be given in the same manner as notice of termination in case of default.

Section 24. Forfeiture of Permit: It is understood that time is of the essence and should the Lessee fail to perform all of the covenants herein required of them, the City may declare the permit forfeited. Upon forfeit of the permit, the Lessee shall cease operation of the concession at the location. However, that before declaring such forfeiture, the City shall notify the Lessee in writing of the particulars in which the City deems the Lessee to be in default and the Lessee will have fifteen (15) 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 the Lessee at the address above, with proper postage affixed. Any notice required herein to be given to City shall be written and deemed received by City when personally delivered to, or received through the United States Mail by, the office of the City Clerk, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814. 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).

Section 26. Chinese Ownership: Lessee certifies that it is not currently owned or operated by the government of the People’s Republic of China, and will not for the duration of the contract be owned or operated by the government of the People’s Republic of China.

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 Raffi Peltekian, has caused the same to be signed by an authorized representative, the day and year first above written.

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

LESSEE:

By: \_\_\_\_\_  
James Hammond, Mayor

By: \_\_\_\_\_  
Raffi Peltekian, Owner/Operator  
Majestic Eagle LLC

ATTEST:

\_\_\_\_\_  
Renata McLeod, City Clerk

EXHIBIT "A"



OTHER BUSINESS

## STAFF REPORT

**DATE:** MAY 7, 2024  
**FROM:** TROY TYMESEN, CITY ADMINISTRATOR  
**SUBJECT:** APPROVAL OF A MEMORANDUM OF UNDERSTANDING WITH THE  
PANHANDLE AREA COUNCIL (PAC)

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**DECISION POINT:** Should Council approve the reallocation of \$18,750.00, previously allocated to CDA 2030, Inc., to Panhandle Area Council (“PAC”) to provide workforce housing solutions management to Housing Solutions?

**HISTORY:** The City of Coeur d’Alene has long supported CDA 2030, Inc. (d/b/a Connect Kootenai) for visioning and community outreach assistance. During the last budget cycle, the Regional Housing and Growth Issues Partnership (RHGIP) merged with CDA 2030, Inc. Council member Miller encouraged the continuation of the previously approved CDA 2030, Inc., support due to the successful work in the housing area done by the RHGIP and the desire by the CDA 2030, Inc., board to have that work continue. The work by those involved in moving forward the goal of creating and preserving local worker housing has continued. Recently CDA 2030, Inc., has ceased operations.

Data collected in multiple housing studies illustrates the economic impact of not being able to house local workers. To address that impact, proven successes have emerged from the RHGIP (now shortened to Housing Solutions Partnership.) The same jurisdictions, organizations and businesses continue to be involved. There are several projects that are currently underway, including the free, regionally approved ADU plans, Planning and Zoning educational workshops, and a longer list attached in PPT. The partners have a desire to have the work continue and they have indicated their commitment for participation and support. The Panhandle Area Council is a 501(c)4 organization equipped to manage finances and contracts for the Housing Solutions Partnership (HSP). As such, any funds submitted with restrictions must be used only for the indicated purpose. The HSP has reorganized with agreements in place to have Panhandle Area Council provide Fiscal Management and Contract Oversight. Councilmember Miller has requested the Council consider reallocating the remaining budgeted funds earmarked for CDA 2030, Inc., in the amount of \$18,750.00, to Panhandle Area Council to continue with the goal of seeking local workforce housing solutions by providing fiscal oversight for HSP.

The City Attorney has stated that any taxpayer funds would need to be used for primarily public purposes. Therefore, direct benefit to any one property owner would be prohibited.

The following are options that could be considered as providing a primarily public purpose. The housing solutions partnership does not engage in building homes, buying land, or acquiring any assets. The partnership is a vessel to provide legitimate, legal, avenues for other entities to utilize in preserving or creating local worker housing. It exists to educate leadership on successful projects or actions that address the local housing crisis. It supports data gathering and presents facts to the community that help guide decision makers. The Housing studies, Rental report, and

Commuter Projections report provide information to the public that indicates the economic impact of not addressing multiple solutions that create inventory for local workers. There is no workforce housing (which is a HUD term) being directly created by the Housing Solutions Partnership. The Partnership supports organizations like PAHA that do create physical housing with data, statistics and education outreach that help them reach their goals. In much the same way, CDA 2030, Inc., supported consultants and the local planning departments in the creation of successful comp plans. The research is the basis for illustrating the community (public purpose) need for addressing solutions to the housing crisis. The Tool Kit solutions are the product given to the public to solve housing issues and would include the following:

- Community resource
- Community data collection/distribution
- Provide Community education
- Meeting coordination/communication.

**FINANCIAL ANALYSIS:** The Fiscal Year 23-24 budget allocated funds to Connect Kootenai in the amount of \$25,000. One payment in the amount of \$6,250.00 was made, leaving a balance of \$18,750.00 at the time of their closure.

**DECISION POINT:** Council may approve a reallocation of the remaining appropriated funds for CDA 2030, Inc., in the amount of \$18,750.00, to the Panhandle Area Council, with the expenditure of said funds being restricted to the Housing Solutions Partnership for work with a primarily public purpose, in the nature of that previously performed by CDA 2030, Inc.



1

## What is affordable?

- \$93,500 – Current Area Median Income\*
- 6% Interest Rate
- 30-35% of Monthly Expenses

# \$410,000

(\$60,000 down payment | \$350,000 mortgage)

\* 2023 Area Median Income for Kootenai County 2023 according to HUD

2

## What is available?

- 90 homes on market in Kootenai County  
*42 are manufactured homes on rented lots*
- The “American Dream”
  - *3-bedroom, single-family home, under 1 acre*
  - *Only 8 properties available countywide*

3

## Housing Inventory

### Units Needed

27,388 (2020-2030)

### Supply Forecast

18,590 homes

8,748 rental units

*2,045 new housing units per year (at a minimum) must become available to accommodate anticipated growth in Kootenai County from 2021 to 2030*

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# Who can't afford to live here?

## Lowest Quintile

\$18,258 Median Annual Income

Tailors, Dressmakers  
Manicurists/Pedicurists  
Product Promoters  
Bartenders  
Childcare Workers  
Fast Food Cooks

## Second Quintile

\$42,337 Median Annual Income

Sheet Metal Workers  
Computer Tool Operators  
Machinists  
Chefs/Head Cooks  
Landscaping Supervisors  
Mental Health/Social Workers

## Third Quintile

\$65,163 Median Annual Income

Respiratory Therapists  
Loan Officers  
Real Estate Brokers  
Healthcare Social Workers  
Operations Managers  
Secondary School Teachers

## Fourth Quintile

\$97,566 Median Annual Income

Sales Managers  
Credit Analysts  
Power Plant Operators  
Physical Therapists  
Chief Executives  
Software Developers

**24 of 30 categories of local workers are unable to purchase homes**



5

# Commuter Projections

- “Drive until you qualify.”
  - *Exacerbates traffic problems*
  - *Depletes local worker pool*
- Data gathering underway
  - *Cities, large corporations, skilled labor companies, etc. looking at 5 and 10 years ago plus current data*
  - *Escalating trend of employees living outside of employer zip code*
  - *Impacts productivity, recruitment and retention*

6

## What can we do?

- Partnership History
  - *Formed in response to heightened concerns in 2020*
  - *Original work group included Kootenai County, KMPO, Coeur d'Alene, Post Falls, Hayden and Rathdrum*
- Housing Solutions Partnership
  - *PAC fiscal management/contract oversight*
  - *All jurisdictions participating*
- Educate/Implement Solutions
  - *Coeur d'Alene Press column, accurate website and community presentations*

7

## Successfully Launched

- FAQs on housing and growth
- Assisted in 2 University of Idaho studies on housing affordability, availability and next steps
- Rental affordability and availability study assistance
- Supported Land Trust/Shared Equity projects (PAHA's Miracle on Britton)
- Deed restrictions (Development Agreement for Coeur Terre)
- HomeShare Kootenai County created as 501(c)3
- Coined phrase and focused mission on local worker housing
- Developers Incentive documentation
- Resident-Owned Communities legislation passed
- Supported creation of Open Space Commission
- Annual P&Z workshops
- Monthly meeting with all jurisdictions, plus 30 community organizations
- ToolKit creation/implementation

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## Solutions In-Progress

- Development Agreements workshop
- Regionwide free ADU plans project
- Shuttered projects/citizen reviewpanel
- Communal Living subcommittee
- Prequalified buyer and promotion connection team
- Game-changing fundraiser – CDA Regional Realtors

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## On The Horizon

- Housing type by zone review for ordinance alterations
- Expanded Community Land Trusts
- Multiple ToolKit items pending
- Survey to regional organizations to prioritize work order
- Housing Authority exploration
- State and local funding
- Potential nonprofit formation

10

# Questions?

**“The most important thing we can do as leaders is keep our decision makers, city staff and community engaged and supporting solutions that address the housing crisis.”**

RESOLUTION NO. 24-033

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE REALLOCATION OF THE REMAINDER OF PREVIOUSLY APPROPRIATED FUNDS FROM THE FISCAL YEAR 2023/2024 BUDGET DESIGNATED FOR CDA 2030, INC., IN THE AMOUNT OF \$18,750.00, TO PANHANDLE AREA COUNCIL, WHICH FUNDS ARE RESTRICTED TO THE HOUSING SOLUTIONS PARTNERSHIP FOR WORK WITH A PRIMARILY PUBLIC PURPOSE, IN THE NATURE OF THAT PREVIOUSLY PERFORMED BY CDA 2030, INC.

WHEREAS, the City appropriated \$25,000.00 to support CDA 2030, Inc., d/b/a Connect Kootenai, for the fiscal year 2023-2024; and

WHEREAS, CDA 2030, Inc., has recently ceased operations and its dissolution is pending; and

WHEREAS, the City has previously paid \$6,250.00 of the appropriated funds to CDA 2030, Inc.; and

WHEREAS, the Housing Solutions Partnership has reorganized with agreements in place to have Panhandle Area Council provide Fiscal Management and Contract Oversight; and

WHEREAS, the Housing Solutions Partnership has indicated a willingness and ability to continue the work of CDA 2030, Inc., including the free regionally-approved ADU plan, Planning and Zoning educational workshops, and other similar projects; and

WHEREAS, the Panhandle Area Council is a 501(c)(4) organization equipped to manage finances and contracts for the Housing Solutions Partnership; and

WHEREAS, the remaining appropriated funds, in the amount of \$18,750.00, can be used to continue the work of CDA 2030, Inc., as that work provides primarily a public benefit; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to transfer the remaining appropriated funds for CDA 2030, Inc., in the amount of \$18,750.00, to the Panhandle Area Council, with the expenditure of said funds being restricted to the Housing Solutions Partnership for work with a primarily public purpose, in the nature of that previously performed by CDA 2030, Inc.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the sum of \$18,750.00, representing the remainder of the funds appropriated for CDA 2030, Inc., in the fiscal year 2023-2024, be reallocated to the Panhandle Area Council, with the expenditure of said funds restricted to the Housing Solutions Partnership for work with a primarily public purpose, in the nature of that previously performed by CDA 2030, Inc.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and they are hereby authorized to execute any such agreement on behalf of the City necessary to reallocate the funds and restrict the expenditure of funds as provided.

DATED this 7<sup>th</sup> day of May, 2024.

\_\_\_\_\_  
James Hammond, Mayor

ATTEST:

\_\_\_\_\_  
Renata McLeod, City Clerk

Motion by \_\_\_\_\_, Seconded by \_\_\_\_\_, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER WOOD Voted

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.

# **MEMORANDUM OF UNDERSTANDING**

## **Between**

### **Panhandle Area Council and the City of Coeur d'Alene**

#### **PARTIES**

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the “MOU”) is entered into this 7<sup>th</sup> day of May, 2024, by and between PANHANDLE AREA COUNCIL, hereafter called the PAC, located at 11100 N. Airport Drive, Hayden, ID 83835 and the CITY OF COEUR D’ALENE, hereafter called the CITY, located at 710 E. Mullan Avenue, Coeur d’Alene, ID 83814.

#### **PURPOSE**

The purpose of this MOU is to facilitate the partnership between PAC and the Housing Solutions Partnership to address local worker housing and regional growth challenges. PAC will provide fiscal oversight. The Housing Solutions Partnership will focus its overall mission to create availability and affordability for local workers in Kootenai County. This focus is achieved through the following objectives and projects:

- Establishing a diverse resource group that can provide factual answers to community and officials questions;
- Put forward solutions and a framework for implementation based on data supported issues with inputs on what the community wants;
- Provide education on what is/is not possible; and
- Work together on regional topics that affect all regarding housing and growth in Kootenai County.

#### **SECTION I. RESPONSIBILITIES:**

The Housing Solutions Partnership is responsible for the following activities:

1. Keep a current web presence with all pertinent activity for sponsor, member, and community transparency.
2. Create work groups to research, build and launch solutions into the community that are independently sustainable.
3. Provide ongoing education and training opportunities that achieve objectives
4. Reporting on activities and progress to the Partners, Sponsors and Community

Panhandle Area Council will provide the following services on behalf of The Partnership.

1. Restricted funds as separate accounting and reporting
2. Payables and receivables as approved by the Administrator
3. or current Committee Chairperson
4. A mailing address for correspondence
5. Contract Management including;
6. MOU with funders if required for assurance of funds use
7. Reporting to funders and vendors for IRS tracking where required

8. Communication with vendors and Partnership on financial transactions lists
9. Itemized invoice for services

**SECTION II.** The City agrees to provide \$18,750.00 to PAC to be used for primarily public purposes, such as the following:

- Community resource
- Community data collection/distribution
- Provide Community education
- Meeting coordination/communication.

**SECTION III.** Term, Termination, and Review of Agreement

The term of this Agreement is from its date of final execution through September 30, 2024.

This Agreement may be terminated upon twelve (12) months written notice by any party.

The parties may review this Agreement on a regular basis or as needed to evaluate the sufficiency of the Agreement in addressing the needs of the parties. The parties may make any desired changes in this Agreement provided they are mutually agreed upon in writing.

**SECTION IV.** Miscellaneous

1. Nothing in this Agreement shall be construed as either limiting or extending the lawful jurisdiction of any party hereto other than as expressly set forth herein;
2. This Agreement does not create a separate legal entity.

**IN WITNESS WHEREOF** PAC and the City of Coeur d’Alene have given their respective consents and do execute this Agreement by and through their respective officers so duly authorized.

**CITY OF COEUR D’ ALENE**

**PAC**

\_\_\_\_\_  
James Hammond, Mayor

\_\_\_\_\_  
Wally Jacobson  
Executive Director

ATTEST:

\_\_\_\_\_  
Renata McLeod, City Clerk

**STAFF REPORT**

**DATE:** APRIL 22, 2024  
**FROM:** CHRIS BOSLEY – CITY ENGINEER  
**SUBJECT:** PROFESSIONAL SERVICES AGREEMENT WITH HMM, LLC, FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE RECTANGULAR RAPID FLASHING BEACON PROJECT

=====

**DECISION POINT:** Should Council approve a Professional Services Agreement with HMM, LLC, for Construction Engineering and Inspection Services for the Rectangular Rapid Flashing Beacons Project?

**HISTORY:** In January 2020, City Council approved an application for a Federal grant, administered by the Local Highway Technical Assistance Council (LHTAC) to provide pedestrian safety improvements. The City was awarded the grant in April 2020 which will fund pedestrian safety improvements and ADA compliance at several needed locations throughout the City. Design was completed in 2022 and plans were advertised for bidding by LHTAC. Seland Construction was awarded the contract. HMM Engineering was selected through the Request for Qualifications process to provide Construction Engineering and Inspection Services for the Project.

**FINANCIAL ANALYSIS:** The City’s estimated match requirement for the LHSIP grant is \$63,564. \$45,000 in funding has been included in the Streets & Engineering budget, with the remainder to come from impact fees. The resulting Project will provide approximately \$698,000 in pedestrian safety improvements in Coeur d’Alene.

**PERFORMANCE ANALYSIS:** Approval of this agreement is required to manage this construction project.

**DECISION POINT/RECOMMENDATION:** Council should approve the Professional Services Agreement with HMM, LLC, for Construction Engineering and Inspection Services for the Rectangular Rapid Flashing Beacons Project.

## ***FY 2022 LHSIP Grant Application***



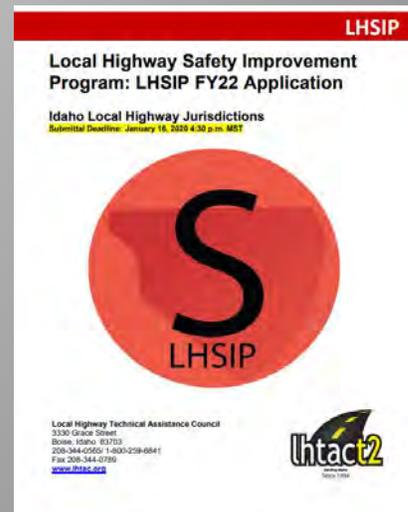
***January 7, 2020***

1

## ***FY 2022 LHSIP Grant Application***

### **Local Highway Safety Improvement Program**

- Scoring based on Benefit-Cost Ratio
- Aimed at reducing Fatal or Serious Injury Type A Crashes
- 7.34% Local Match Requirement
- Rectangular Rapid Flashing Beacons provide best Benefit-Cost Ratio

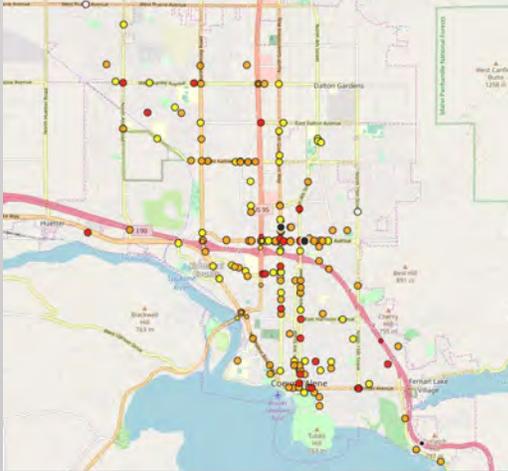


2

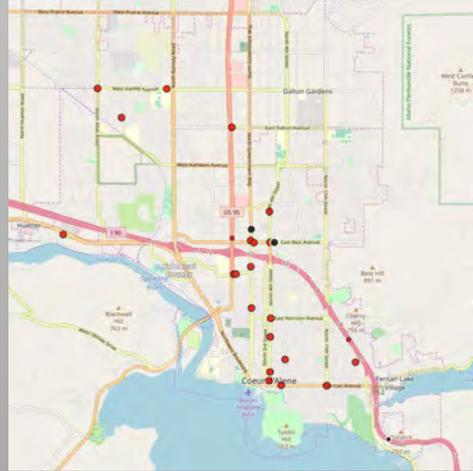
## ***FY 2022 LHSIP Grant Application***

### **5-Yr Crash Data**

**Pedestrian & Bicycle**



**Type A & Fatal**



3

## ***FY 2022 LHSIP Grant Application***

### **Rectangular Rapid Flashing Beacons**



4

***Proposed Locations***

**Hanley Ave & Madellaine Dr**



5

***Proposed Locations***

**Bosanko Ave & Howard St**



6

## ***Proposed Locations***

### **Riverstone Drive: 3 Locations**



**Centennial Trail Crossing**



**Near Bardenay**



**Beebe Boulevard**

7

## ***Proposed Locations***

### **Best Ave & 6<sup>th</sup> St**



8

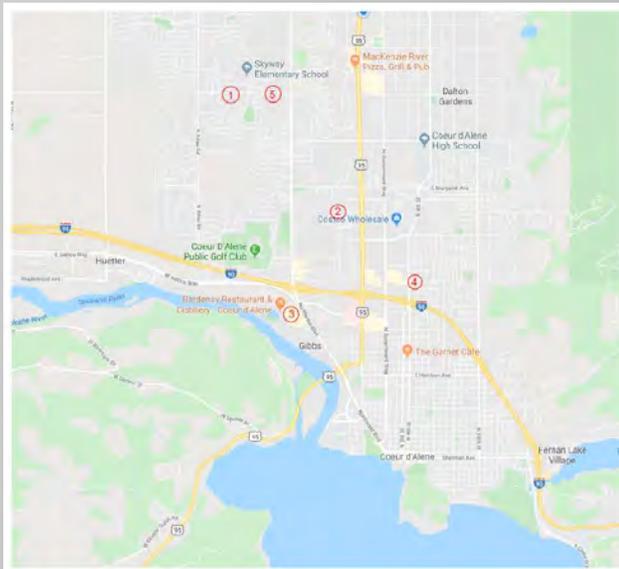
## ***Proposed Locations***

### **Hanley Ave @ Lake City High School**



9

## ***Proposed Locations***



Proposed RRFB Locations:

1. Hanley Ave. & Madellaine Dr.
2. Howard St. & Bonsanko
3. Riverstone - 3 Locations
4. Best Ave. & 5th St.
5. Hanley Ave. & Hickory Dr.

10

RESOLUTION NO. 24-034

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A LOCAL PROFESSIONAL SERVICES AGREEMENT WITH HMH, LLC, FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE RECTANGULAR RAPID FLASHING BEACONS PROJECT IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THOUSAND SEVEN HUNDRED EIGHTY-FIVE AND NO/100 DOLLARS (\$100,785.00).

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to execute a Local Professional Services Agreement with HMH, LLC, a copy of which is attached hereto as Exhibit "A" and by reference made a part hereof.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a Local Professional Services Agreement with HMH, LLC., for Construction Engineering and Inspection Services for the Rectangular Rapid Flashing Beacon Project, in an amount not to exceed One Hundred Thousand Seven Hundred Eighty-Five and no/100 Dollars (\$100,785.00) 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 Local Professional Services Agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 7<sup>th</sup> day of May, 2024.

\_\_\_\_\_  
James Hammond, Mayor

ATTEST:

\_\_\_\_\_  
Renata McLeod, City Clerk

Motion by \_\_\_\_\_, Seconded by \_\_\_\_\_, to adopt the foregoing resolution.

**ROLL CALL:**

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER WOOD Voted

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.

**Idaho Transportation Department**  
**Local Professional Services Agreement**

Agreement #: 96861

**THIS AGREEMENT** is made and entered into this 7th day of May, 2024, by and between the CITY OF COEUR D'ALENE, whose address is 710 E. MULLAN AVENUE Coeur d'Alene, ID 83814, hereinafter called the "Sponsor," and HMH, LLC, whose address is 3882 N. Schreiber Way, Ste 104, , Coeur d'Alene, ID, 83815, hereinafter called the "Consultant."

**RATIFICATION**

The Idaho Transportation Department, representing the Federal Highway Administration on all local federal-aid highway projects, is authorized to ratify all agreements for engineering services entered into between sponsoring local agencies and their retained consultants. All references to State used hereafter shall denote the Idaho Transportation Department.

**NOW, THEREFORE**, the parties hereby agree as follows:

The work covered by this Agreement is for the following project(s):

<u>Project Name</u>	<u>Project #</u>	<u>Key #</u>
LOCAL, RECTANGULAR RAPID FLASHING BEACONS, CDA	A022(874)	22874

**SUBCONSULTANTS**

The State approves the Consultant's utilization of the following Subconsultants:

N/A

**AGREEMENT ADMINISTRATOR**

This Agreement shall be administered by Jayme Coonce, Resident Engineer, LHTAC; (208) 344-0565; or an authorized representative.

**DUTIES AND RESPONSIBILITIES OF CONSULTANT**

**A. DESCRIPTION OF WORK**

The Consultant shall provide professional services as outlined in the attachment(s) and as further described herein.

1. The following attachments are made a part of this Agreement:

- a. **Attachment No. 1A** is the Consultant Agreement Specifications which are applicable to all agreements.
- b. **Attachment No. 2** is the negotiated Scope of Work, Cost Estimate, and Man-Day Estimate.

In the case of discrepancy, this Agreement shall have precedence over Attachment No. 2, and Attachment No. 2 shall have precedence over Attachment No. 1.

2. Per Diem will be reimbursed at the current approved rates. These rates are listed at <http://itd.idaho.gov/business/?target=consultant-agreements> .

**DUTIES AND RESPONSIBILITIES OF SPONSOR AND/OR STATE**

The Sponsor and/or State shall provide to the Consultant, upon request, copies of any records or data on hand which are pertinent to the work under the Agreement.

**TIME AND NOTICE TO PROCEED**

A. The Consultant shall start work under this Agreement no later than ten (10) calendar days from the receipt of the written notice to proceed with the work. The Consultant shall complete all work by **12/31/2024**.

B. The Consultant shall remain available to perform additional work for an additional sixty (60) days or until the Agreement is closed out, whichever comes first.

**BASIS OF PAYMENT**

A. Payment Basis: Cost Plus Fixed Fee

B. Compensation Amount

- 1. Not-To-Exceed Amount: **\$100,785.00**
- 2. Additional Services Amount: **\$0.00**
- 3. Total Agreement Amount: **\$100,785.00**

C. Fixed Fee Amount: **\$9,132.00** (This is included in the Total Agreement Amount.)

D. Approved Overhead Rates for Prime Consultant and Subconsultants

HMH, LLC      131.63%

E. Reasonable increases in labor rates during the life of this Agreement will be accepted. Payroll additive rate, general administrative overhead rate, and unit prices are subject to adjustment during the life of this Agreement based on audit and negotiations. If the State approves an adjustment to the overhead rate or unit prices, the Consultant must then submit a written request to the Agreement Administrator requesting use of the approved rate(s) on this agreement. If the new rate(s) are accepted by the Agreement Administrator, they shall apply from the date the written request was made to the Agreement Administrator. An adjustment shall not change the Non-To-Exceed amount of the Agreement. For projects of duration greater than two years, the Not-To-Exceed amount may be negotiated. In no case will rates be adjusted more than once per agreement year.

F. Professional Services Authorization and Invoice Summary (Authorization) No. 1 is issued in the amount of **\$100,785.00** to perform the work of this Agreement.

An additional services amount may be included in this Agreement. If so, the Sponsor will determine if additional services is required beyond the services outlined in Attachment No. 2. When additional services are required, the additional services amount of the Agreement will be utilized, and a subsequent Authorization will be issued.

**IN WITNESS WHEREOF**, the Parties hereto have set their hands on the day and year in this Agreement first written above.

**HMH, LLC**  
Consultant

By: Shawn Metts SHAWN METTS  
Title: MEMBER

**CITY OF COEUR D'ALENE**  
Local Sponsor

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**IDAHO TRANSPORTATION  
DEPARTMENT**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

## ATTACHMENT NO. 1A

### CONSULTANT AGREEMENT SPECIFICATIONS Construction Engineering & Inspection

These specifications supplement all Professional and Term agreements for Construction Engineering and Inspection services and shall be attached to said agreements.

#### I. DEFINITIONS

1. **Administrator:** Person directly responsible for administering a consultant agreement on behalf of the State or a Local Public Agency.
2. **Combined Overhead:** The sum of the payroll additives and general administrative overhead expressed as a percent of the direct labor cost.
3. **Cost:** Cost is the sum of the hourly charge out rate and other direct costs.
4. **Cost Plus Fixed Fee:** Cost Plus Fixed Fee is the sum of the payroll costs, combined overhead, and other direct costs, plus the fixed fee.
5. **CPM:** Critical Path Scheduling. The CPM will list all work tasks, their durations, negotiated milestones and their dates, and all State/Local review periods.
6. **Fixed Fee:** A dollar amount established to cover the Consultant's profit and business expenses not allocable to overhead. The fixed fee is based on a negotiated percent of direct labor cost and combined overhead and shall take into account the size, complexity, duration, and degree of risk involved in the work. The fee is "fixed," i.e. it does not change. If extra work is authorized, an additional fixed fee can be negotiated, if appropriate.
7. **General Administrative Overhead (Indirect Expenses):** The allowable overhead (indirect expenses) expressed as a percent of the direct labor cost.
8. **Hourly Charge Out Rate:** The negotiated hourly rate to be paid to the Consultant which includes all overhead for time worked directly on the project.
9. **Incentive/Disincentive Clause:** Allows for the increase or decrease of total agreement amount paid based on factors established in the agreement. Normally, these factors will be completion time and completion under budget.
10. **Lump Sum:** An agreed upon total amount, that will constitute full payment for all work described in the Agreement.
11. **Milestones:** Negotiated portions of projects to be completed within the negotiated time frame. Normally the time frame will be negotiated as a calendar date, but it could also be "working" or "calendar" days. As many milestones as the Consultant and the State believe necessary for the satisfactory completion of the agreement will be negotiated.
12. **Not-To-Exceed Amount:** The Agreement amount is considered to be a Not-to-Exceed amount, which amount shall be the maximum amount payable and shall not be exceeded unless adjusted by a Supplemental Agreement.
13. **Other Direct Costs:** The out-of-pocket costs and expenses directly related to the project that are not a part of the normal company overhead expense.
14. **Payroll Additives:** All payroll additives allocable to payroll costs such as FICA, State Unemployment Compensation, Federal Unemployment Compensation, Group Insurance,

Workmen's Compensation, Holiday, Vacation, and Sick Leave. The payroll additive is expressed as a percent of the direct labor cost.

15. **Payroll Costs (Direct Labor Cost):** The actual salaries paid to personnel for the time worked directly on the project. Payroll costs are referred to as direct labor cost.
16. **State:** Normally "State" refers to the Idaho Transportation Department. However, in the case of Local Sponsor projects, "State" may be interchangeable with "Sponsor", "Agreement Administrator" or just "Administrator".
17. **Unit Prices:** The allowable charge out rate for units or items directly related to the project that are not a part of the normal overhead expense.

NOTE: All cost accounting procedures, definitions of terms, payroll cost, payroll additives, general administrative overhead, direct cost, and fixed fee shall comply with Federal Acquisition Regulations, 48 CFR, Part 31 and be supported by audit accepted by the State.

## II. STANDARD OF PERFORMANCE

The Consultant agrees that all work performed under this agreement will be performed professionally in accordance with the ITD Construction Manual, Standard Specifications for Highway Construction – Subsections 105.10 and 111, and other appropriate standards. The Consultant shall be responsible for construction engineering and inspection on all tasks assigned (as stated in the Scope of Services) when on duty to ensure they are constructed in substantial conformance to the plans, special provisions and specifications.

The Consultant shall identify and recommend corrections for any omissions, substitutions, defects and deficiencies in the work of the Contractor.

## III. AGREEMENT ADMINISTRATOR

The Agreement Administrator will administer this agreement for performance and payment, and will decide all questions which may arise as to quality and acceptability of the work, rate of progress, definition of work to be performed, and acceptable fulfillment of this Agreement. The Consultant shall address all correspondence, make all requests, and deliver all documents to the Administrator. The Administrator shall be responsible for the timely coordination of all work performed by the State or their representatives.

## IV. PERSONNEL

The Consultant shall provide adequate staff of experienced personnel or subconsultants capable of and devoted to the successful accomplishment of work to be performed under this agreement. The specific individuals or subconsultants listed in the agreement, including Project Manager, shall be subject to approval by the State and shall not be removed or replaced without the prior written approval of ITD. Replacement personnel submitted for approval must have qualifications, experience and expertise at least equal to those listed in the proposal

## V. SUBCONSULTANTS

The Consultant shall have sole responsibility for the management, direction, and control of each Subconsultant and shall be responsible and liable to the State for the satisfactory performance and quality of work performed by Subconsultants under the terms and conditions of this Agreement. The Consultant shall include all the applicable terms and conditions of this Agreement in each

Subconsultant Agreement between the Consultant and Subconsultant, and provide the State with a copy of each Subconsultant Agreement prior to the Subconsultant beginning work. No other Subconsultant shall be used by the Consultant without prior written consent by the State.

## **VI. DIRECT COST**

It is understood that overtime will be incurred after forty (40) hours of work for this agreement during each week. When the need for overtime has been approved by the Agreement Administrator, the overhead rate and fee are **not** to be applied to the premium time paid.

The out-of-pocket cost and expenses directly related to the project must be pre-approved and agreed to, by the Agreement Administrator, prior to receiving any compensation. Relocation, lodging and Per Diem cost will not be allowed for this type of agreement unless agreed and pre-approved by the Agreement Administrator.

## **VII. PROFESSIONAL SERVICES AUTHORIZATION**

1. A written PROFESSIONAL SERVICES AUTHORIZATION (PSA) will be issued by the State to authorize the Consultant to proceed with a specific portion of the work under this Agreement. The number of PSAs required to accomplish all the work under this Agreement is one to several. Each PSA will authorize a maximum dollar amount for which the PSA represents. The State assumes no obligation of any kind for expenses incurred by the Consultant prior to the issuance of the PSA; for any expenses incurred by the Consultant for services performed outside the work authorized by the PSA; and for any dollar amount greater than authorized by the PSA.
2. It is not necessary for a PSA to be completed prior to the issuance of the next PSA. The Consultant shall not perform work which has not been authorized by a PSA. When the money authorized by a PSA is nearly exhausted, the Consultant shall inform the Administrator of the need for the next PSA. The Administrator must concur with the Consultant prior to the issuance of the next PSA.
3. The Agreement amount is lump sum, unit cost, or cost plus fixed fee amount for the negotiated services and an additional services amount is set up for possible extra work not contemplated in original scope of work. For the Consultant to receive payment for any work under the additional services amount of this Agreement, said work must be performed under a PSA issued by the State. Should the State request that the Consultant perform additional services, then the scope of work and method of payment will be negotiated. The basis of payment for additional work will be set up either as a Lump Sum or Cost Plus Fixed Fee.

## **VIII. MONTHLY PROGRESS REPORT**

The Consultant shall submit to the State a monthly progress report on Form ITD-771, as furnished by the State.

The monthly progress report will be submitted by the tenth of each month following the month being reported or as agreed upon in the scope of services.

The Agreement Administrator will review the progress report and submit approved billings for payment within two weeks of receiving monthly report.

Each progress report shall list billings by PSA number and reference milestones.

**IX. PROGRESS AND FINAL PAYMENTS**

1. Progress payments will be made once a month for services performed which qualify for payment under the terms and conditions of the Agreement. Such payment will be made based on invoices submitted by the Consultant in the format required by the State. The monthly invoice shall be submitted by the tenth of each month following the month being invoiced.

**Lump Sum**

Progress payments will be made, based on a percentage of the work or milestones satisfactorily completed.

**Cost Plus Fixed Fee**

The Consultant shall submit a breakdown of costs by each item of work on the monthly invoice, and shall show the percent complete of each item of work, each milestone and percent complete of the entire Agreement. Progress payments will be made based on the invoiced cost less the fixed fee for the work satisfactorily completed for each billing period. Said payment shall not exceed the percent complete of the entire Agreement. Upon satisfactory completion of each milestone, full payment for all approved work performed for that milestone will be made including Fixed\_Fee.

**Cost**

The Consultant shall submit a breakdown of costs by each item of work on the monthly invoice, and shall show the percent complete of each item of work and percent complete of the entire Agreement. Progress payments will be made based on the invoiced cost for the work satisfactorily completed for each item of work. Said payment shall not exceed the percent complete of the entire Agreement.

Direct expenses will be reimbursed at actual cost, not to exceed the current approved rates as identified at <http://itd.idaho.gov/business/?target=consultant-agreements> .

For "Cost Plus Fixed Fee" and "Cost" agreements, invoices must include backup documentation to support expenditures as appropriate, and as requested by the Agreement Administrator. Such support may consist of copies of time sheets or cost accounting system print-out of employee time, and receipts for direct expenses.

2. The State will make full payment for the value of the services performed which qualify for payment. This full payment will apply until 95 percent of the work under each Project Agreement or Work Task has been completed. No further progress payments will be made until all work under the individual agreement has been satisfactorily accomplished.

If at any time, the State determines that the work is not progressing in a satisfactory manner, the State may refuse to make full progress payments and may withhold from any progress payment(s) such sums that are deemed appropriate for unsatisfactory services.

3. Final payment of all amounts retained shall be due 90 days after all work under the Agreement has been completed by the Consultant and accepted by the State. Such final payment will not be made until satisfactory evidence by affidavit is submitted to the State that all indebtedness incurred by the Consultant on this project has been fully satisfied.
4. Agreements which include an incentive/disincentive clause will normally have the clause applied only to the completion of the milestones identified.
5. Payments to Subconsultants

Consultant shall pay each subconsultant for satisfactory performance of its contract items no later than twenty (20) calendar days from receipt of each payment the consultant receives from the State, in accordance with 49 CFR, Part 26. The consultant shall return retainage

payments to each subconsultant within twenty (20) calendar days after the subconsultant's work is satisfactorily completed. The Consultant will verify that payment or retainage has been released to the subconsultant or suppliers within the specified time for each partial payment or partial acceptance by the Department through entries in the Department's online diversity tracking system during the corresponding monthly audits.

Prompt payment will be monitored and enforced through the Consultant's reporting of monthly payments to its subconsultants and suppliers in the online diversity tracking system. Subconsultants, including lower tier subconsultants, suppliers, or both, will confirm the timeliness and the payment amounts received utilizing the online diversity tracking system. Discrepancies will be investigated by the Contract Compliance Officer and the Contract Administrator. Payments to the subconsultants, including lower tier subconsultants, and including retainage release after the subconsultant or lower tier subconsultant's work has been accepted, will be reported monthly by the Consultant or the subconsultant.

The Consultant will ensure its subconsultants, including lower tier subconsultants, and suppliers meet these requirements.

## **X. MISCELLANEOUS PROVISIONS**

### **1. COVENANT AGAINST CONTINGENT FEES**

a. The Consultant warrants that they have not:

Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person to solicit or secure this contract, other than a bona fide employee of the firm;

agreed, as an expressed or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or;

paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee of the firm) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

b. The State warrants that the above consulting firm, or firm representative, has not been required, directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this contract to:

Employ or retain, or agree to employ or retain, any firm or person, or; pay, or agree to pay to any firm, person or organization, any fee, contribution, donation or consideration of any kind.

### **2. PROHIBITION AGAINST HIRING PERSONNEL AND WORKING FOR CONTRACTOR**

In compliance with the Code of Federal Regulations, (23 CFR, Section 1.33, Conflict of Interest), the Consultant agrees that no one in their employ will work on a part time basis under this Agreement while also in the full-time employ of any Federal Agency or the State, without the written consent of the public employer of such person. The Consultant agrees that no one in their employ under any circumstances shall perform any services for the contractor on the construction of this project. This includes employees who leave the Consultant's employment.

### 3. CHANGES IN WORK

All changes in work shall conform to one or more of the following conditions and in no instance shall such change in work be undertaken without written order or written approval of the State.

- a. Increase in the work required by the State due to unforeseen circumstances.
- b. Revision in the work required by the State subsequent to acceptance of such work at the appropriate conference or after revision of such work as outlined at said conference.
- c. Items of work which are beyond the scope of intent of this Agreement and pre-approved by the State.
- d. Reduction in the work required by the State due to unforeseen circumstances.

An increase in compensation shall not result from underestimating the complexity of the work.

Adjustment in compensation for either an increase or reduction in work shall be on a negotiated basis arrived at by mutual agreement between the State and the Consultant. During such negotiations the State may examine the documented payrolls, transportation and subsistence costs paid employees actively engaged in the performance of a similar item or items of work on the project, and by estimated overhead and profit from such similar items or items of work.

Said mutual agreement for a negotiated increase or reduction in compensation shall be determined prior to commencement of operations for an increase in a specific item or items of work. In the case of State order for nonperformance a reduction in the specific item or items of work will be made as soon as circumstances permit. In the event that a mutual agreement is not reached in negotiations for an increase in work, the State will use other methods to perform such item or items of work.

The mutually agreed amount shall be covered by a Supplemental Agreement and shall be added to or subtracted from the total amount of the original Agreement.

Adjustment of time to complete the work as may pertain to an increase or a reduction in the work shall be arrived at by mutual agreement of the State and the Consultant after study of the change in scope of the work.

### 4. DELAYS AND EXTENSIONS

- a. Extensions of time may be granted for the following reasons:
  - i. Delays in major portions of the work caused by excessive time used in processing of submittals, delays caused by the State, or other similar items which are beyond the control of the Consultant.
  - ii. Additional work ordered in writing by the State.
- b. Extensions of time will not be granted for the following reasons:
  - i. Underestimating complexity of work.
  - ii. Redoing work rejected by the State.

### 5. TERMINATION

The State may terminate or abandon this Agreement at any time upon giving notice of termination hereof as hereinafter provided, for any of the following reasons:

- a. Evidence that progress is being delayed consistently below the progress indicated in a schedule of operations given to the State at meetings and conferences herein provided for.
- b. Continued submission of sub-standard work.
- c. Violation of any of the terms of conditions set forth in the Agreement, other than for the reasons set forth in a and b above.
- d. At the convenience of the State.

Prior to giving notice of termination for the reasons set forth in a and b above, the State shall notify the Consultant in writing of any deficiencies or default in the performance of the terms of this Agreement, and said Consultant shall have ten (10) days thereafter in which to correct or remedy any such default or deficiency, and upon their failure to do so within said ten (10) days, or for the reasons set forth in 3 above, such notice of termination in writing shall be given by the State. Upon receipt of said notice the Consultant shall immediately discontinue all work and service unless directed otherwise, and shall transfer all documents pertaining to the work and services covered under this Agreement, to the State. Upon receipt by the State of said documents, payment shall be made to the Consultant as provided herein for all acceptable work and services.

## **6. DISPUTES**

Should any dispute arise as to performance or abnormal conditions affecting the work, such dispute shall be referred to the Director of the Idaho Transportation Department or his duly authorized representative(s) for determination.

Such determination shall be final and conclusive unless, within thirty (30) days of receipt of the decision Consultant files for arbitration. Consultant agrees that any arbitration hearing shall be conducted in Boise, Idaho. Consultant and State agree to be bound by the decision of the arbitration. Expenses incurred due to the arbitration will be shared equally by the parties involved.

## **7. ACCEPTANCE OF WORK**

- a. The Consultant warrants that all work submitted shall be in accordance with good professional practices and shall meet tolerances of accuracy required by State practices and procedures.
- b. Acceptance of the work shall not constitute a waiver of any of the State's rights under this agreement or in any way relieve the consultant of any liability under their warranty or otherwise.
- c. It is understood by the Consultant that the State is relying upon the professional expertise and ability of the Consultant in performance of this contract. Any examination of the Consultant's work product by the State will not be considered acceptance or approval of the work product which would relieve the Consultant for any liability or expense.

Acceptance or approval of any portion of Consultant's work product by the State or payment, partial or final, shall not constitute a waiver of any rights the State may have against the Consultant. The Consultant shall respond to the State's notice of any error or omission within twenty four hours of receipt, and give immediate attention to any corrections to minimize any delay to the construction contract.

If the Consultant discovers errors or omissions in its work, it shall notify the State within seven days of discovery. Failure of the Consultant to notify the State shall be grounds for termination of the agreement.

The Consultant's liability for damages incurred by the State due to negligent acts, errors or omissions by the Consultant in its work shall be borne by the Consultant. Increased construction costs resulting from errors, omissions or negligence in Consultant's work product shall not be the Consultant's responsibility unless the additional construction costs were the result of gross negligence of the Consultant.

**8. OWNERSHIP OF DOCUMENTS**

All material acquired or produced by the Consultant in conjunction with this project, shall become the property of, and be delivered to, the State without restrictions or limitations of their further use. However, in any case, the Consultant has the right to make and retain copies of all data and documents for project files. Documents provided to the State may be public records under the Public Records Act §§ 74-101 through 74-126 and Idaho Code §§ 9-338 *et seq.*, and thus subject to public disclosure unless excepted by the laws of the state of Idaho, otherwise ordered by the courts of the state of Idaho, and/or otherwise protected by relevant state and/or federal law.

**9. INDEMNITY**

Concerning claims of third parties, the Consultant and the State to the extent the State may do so will indemnify, save harmless and defend each other from the damages of and against any and all suits, actions, claims or losses of every kind, nature and description, including costs, expenses and reasonable attorney fees that may be incurred by reason of any negligent act, error or omission of the Consultant or the State in the prosecution of the work which is the subject of this Agreement.

Concerning claims of the State, the Consultant shall assume the liability and responsibility for negligent acts, errors or omissions caused by the Consultant or their agents or employees to the assignments completed under this Agreement, to the standards accepted at the time of work, and until one (1) year after the project construction has been completed. The State shall have until that time to give the consultant notice of the claim.

Notwithstanding any other provision of this Agreement, the Consultant shall not be responsible for claims arising from the willful misconduct or negligent acts, errors, or omissions of the State for contamination of the project site which pre-exist the date of this Agreement or subsequent Task Authorizations. Pre-existing contamination shall include but not be limited to any contamination or the potential for contamination, or any risk to impairment of health related to the presence of hazardous materials or substances. The State agrees to indemnify, defend, and hold harmless the Consultant from and against any claim, liability or defense cost related to any such pre-existing contamination except for claims caused by the negligence, or willful misconduct of the Consultant.

The Consultant, its agents, officials, employees, and subconsultant will be authorized representatives for the State and shall be protected against all suits, actions, claims or cost, expenses and attorney fees in accordance with Subsection 107.10 of the Standard Specifications for Highway Construction 2012; and shall be protected against all personal liability in accordance with Subsection 107.13 of the Standard Specifications for Highway Construction 2012.

**10. INSURANCE**

The Consultant, certifying it is an independent contractor licensed in the State of Idaho, shall acquire and maintain commercial general liability insurance in the amount of \$500,000.00 per occurrence, and worker compensation insurance in accordance with Idaho Law.

Regarding workers' compensation insurance, the consultant must provide either a certificate of workers' compensation insurance issued by an insurance company licensed to write workers' compensation insurance in the State of Idaho as evidence that the consultant has a current Idaho workers' compensation insurance policy in effect, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

The Consultant shall provide the State with certificates of insurance within ten (10) days of the Notice to Proceed.

**11. LEGAL COMPLIANCE**

The Consultant at all times shall observe and comply with all Federal, State and local laws, by-laws, safety laws, and any and all codes, ordinances and regulations affecting the work in any manner. The Consultant agrees that any recourse to legal action pursuant to this agreement shall be brought in the District Court of the State of Idaho, situated in Ada County, Idaho.

**12. SUBLETTING**

The services to be performed under this Agreement shall not be assigned, sublet, or transferred except by written consent of the State. Written consent to sublet, transfer or assign any portions of the work shall not be construed to relieve the Consultant of any responsibility for the fulfillment of this Agreement or any portion thereof.

**13. PERMITS AND LICENSES**

The Consultant shall procure all permits and licenses, pay all charges, fees, and taxes and give all notices necessary and incidental to the due and lawful prosecution of the work.

**14. PATENTS**

The Consultant shall hold and save the State and its agents harmless from any and all claims for infringement by reason of the use of any patented design, device, material process, trademark, or copyright.

**15. NON-DISCRIMINATION ASSURANCES**

**1050.20 Appendix A:**

During the performance of work covered by this Agreement, the Consultant for themselves, their assignees and successors in interest agree as follows:

1. **Compliance With Regulations.** The Consultant shall comply with all regulations of the United States Department of Transportation relative to Civil Rights, with specific reference to Title 49 CFR Part 21, Title VI of the Civil Rights Act of 1964 as amended, and Title 23 CFR Part 230 as stated in the ITD EEO Special Provisions and Title 49 CFR Part 26 as stated in the appropriate ITD DBE Special Provisions.  
<http://apps.itd.idaho.gov/apps/ocr/index.aspx>
2. **Nondiscrimination.** The Consultant, with regard to the work performed by them during the term of this Agreement, shall not in any way discriminate against any employee or applicant for employment; subcontractor or solicitations for subcontract including procurement of materials and equipment; or any other individual or firm providing or proposing services based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.

3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations, either by bidding or negotiation, made by the Consultant for work or services performed under subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be made aware by the Consultant of the obligations of this Agreement and to the Civil Rights requirements based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.
4. **Information and Reports.** The Consultant shall provide all information and reports required by regulations and/or directives and sources of information, and their facilities as may be determined by the State or the appropriate Federal Agency. The Consultant will be required to retain all records for a period of three (3) years after the final payment is made under the Agreement.
5. **Sanctions for Noncompliance.** In the event the Consultant or a Subconsultant is in noncompliance with the EEO Special Provisions, the State shall impose such sanctions as it or the appropriate Federal Agency may determine to be appropriate, including, but not limited to:
  - Withholding of payments to the Consultant until they have achieved compliance;
  - Suspension of the agreement, in whole or in part, until the Consultant or Subconsultant is found to be in compliance, with no progress payment being made during this time and no time extension made;
  - Cancellation, termination or suspension of the Agreement, in whole or in part;
  - Assess against the Consultant's final payment on this Agreement or any progress payments on current or future Idaho Federal-aid Projects an administrative remedy by reducing the final payment or future progress payments in an amount equal to 10% of this agreement or \$7,700, whichever is less.
6. **Incorporation of Provisions.** The Consultant will include the provisions of paragraphs 1. through 5 above in every subcontract of \$10,000 or more, to include procurement of materials and leases of equipment unless exempt by the Acts, the Regulations, and directives pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the State or the appropriate Federal Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into any litigation to protect the interest of the State. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

#### 1050.20 Appendix E

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with all non-discrimination statutes and authorities; including but not limited to:

#### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, ( 49 USC § 4 71, Section 4 7123 ), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

## **16. INSPECTION OF COST RECORDS**

The Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the project. They shall make such data available for inspection, and audit, by duly authorized personnel, at reasonable times during the life of this Agreement, and for a period of three (3) years subsequent to date of final payment under this Agreement, unless an audit has been announced or is underway; in that instance, records must be maintained until the audit is completed and any findings have been resolved. Failure to provide access to records may affect payment and may constitute a breach of contract.

## **17. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

By signing this document the Consultant certifies to the best of his knowledge and belief that except as noted on an attached Exception, the company or its subcontractors, material suppliers, vendors or other lower tier participants on this project:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- b. have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records making false statements, or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**NOTE:** Exceptions will not necessarily result in denial of award, but will be considered in determining Consultant responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

## 18. CERTIFICATION CONCERNING LOBBYING ACTIVITIES

By signing this document, the Consultant certifies to the best of their knowledge and belief that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The Consultant also agrees that he or she shall require that the language of this certification shall be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

**19. EMPLOYEE ELIGIBILITY**

The Consultant warrants and takes the steps to verify that it does not knowingly hire or engage persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of person not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of its contract.

**Scope of Services for  
Construction Engineering & Inspection (CE&I) Services**

**Project No.:** A022(874)

**Project Name:** Rectangular Rapid Flashing Beacons, CDA

**Key No.:** 22874

**Date:** January, 16 2024

This scope of work is to provide Construction Engineering & Inspection (CE&I) services to include contract administration, inspection, and project office documentation under the general direction of the assigned Local Highway Technical Assistance Council (LHTAC) Resident Engineer and the City of Coeur d'Alene (CITY), for construction of Rectangular Rapid Flashing Beacons, CDA in Kootenai County, Idaho. HMM Engineering (CONSULTANT) will provide the LHTAC with experienced administration and inspection. Through this contract, CONSULTANT will inspect and document to ITD standards, the activities associated with the project to the level necessary to administer the contract.

The following tasks represent the individual services that are to be provided by CONSULTANT under this agreement:

1. **Construction Administration** – CONSULTANT will provide the qualified personnel necessary to administer the Plans, Special Provisions, and Specifications of the project for acceptance by the City, the LHTAC, the ITD and the Federal Highway Administration (FHWA). The following sub-tasks represent a partial list of those activities necessary to administer the contract.
  - 1.1 **Submittal Log & Minimum Testing Requirements (MTR's)** – CONSULTANT will develop a list of required submittals for the project prior to start of construction and will also track and maintain a log of shop drawings and submittals and encourage reviewers to complete their review in a timely manner. Deficiencies will be promptly reported. CONSULTANT will also develop the MTR list for the project prior to start of construction. This information will be used to track the materials testing required on the project and coordination of the testing lab responsible for processing samples and reporting results.
    - i. Minimum Testing Requirements (MTR's) will be prepared for review and approval of the LHTAC Resident Engineer.
  - 1.2 **Pre-construction Conference** – CONSULTANT will facilitate the Pre-construction Conference including forms and exhibits provided by or coordinated with the LHTAC.

Performance Assumptions:

    - i. Coordination of meeting with CITY, the LHTAC, Utilities, Contractor, and other applicable parties.
    - ii. Prepare and distribute meeting minutes.
  - 1.3 **Labor Compliance** – The Contractor's and Sub-contractor's certified payroll wage rates will be verified, documented, and tracked for format, classification, pay scale, timely submissions, and concurrence with field reviews.

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Performance Assumptions:

- i. Maintain filing system for certified payrolls and EEO compliance reports. Conduct labor interviews (ITD 2014) and DBE interviews (ITD 1701) and notify contractors on incorrect classification, pay scales, etc.
- ii. Maintain records in compliance with Title VI requirements.

- 1.4 Civil Rights Compliance – CONSULTANT and Contractor personnel will be monitored for civil rights compliance. The LHTAC Resident Engineer will be notified of instances of non-compliance.

Performance Assumptions:

- i. Inspect Project Board for required Civil Rights and EEO Compliance Postings.

- 1.5 Filing & Records Verification – All project files will be posted to ProjectWise and maintained on a weekly basis. Copies of important or requested information will be readily available to the LHTAC Resident Engineer on ProjectWise. An on-going process of periodic checks of the files will occur during the project to ensure that all records are being accurately kept and the filing system is up to date.

Performance Assumptions:

- i. Maintain project filing system electronically using ProjectWise.
- ii. Address periodic review comments.
- iii. Maintain all correspondence documents electronically. Do not submit hard copy correspondence to the LHTAC.
- iv. Post contract items to MSR- CONSULTANT will post the method of acceptance for each contract item to the MSR.
- v. Post Project Construction Entries – CONSULTANT will create project pay estimates from field diaries and pay item documents using ITD forms, and check pay item quantities against MSRs to assure quantities posted have appropriate certifications and test reports.

- 1.6 Progress Estimate Preparation – For each scheduled progress estimate, documentation will be prepared for and presented to the LHTAC Resident Engineer that contains the quantities and justification for each bid item payment with a summary sheet showing the amounts to be paid.

Performance Assumptions:

- i. Prepare bi-weekly or monthly pay estimate packages.
- ii. Prepare monthly project budget projections.
- iii. ITD 2242 Time Accounting form will be provided monthly with pay estimate development.

- 1.7 Materials Certifications – Certifications and quality control test results, as required by bid item, will be requested for all materials incorporated into the project. Certifications and quality control test results will be reviewed prior to entry into ProjectWise. No materials will be accepted for payment until the certifications are received and reviewed for acceptance.

- 1.8 Contract Changes – Requests received from the Contractor for time extensions, contract changes, and extra work will be reviewed and analyzed in coordination with the LHTAC Resident

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Engineer.

- 1.9 Weekly Progress Meetings – Weekly/Periodic progress meetings will be held on site or at an otherwise Engineer approved location.

Performance Assumptions:

- i. Both the CONSULTANT, Project Manager, and Lead Inspector will attend weekly/periodic progress meetings and prepare minutes for distribution and review.

- 1.10 Monthly Invoicing – Monthly invoices of CONSULTANT labor will be submitted to the LHTAC Resident Engineer for review and processing each month. Each invoice package will contain approved timesheets for all labor expended and appropriate backup for all direct costs. Lab tests for materials will be listed individually and will match test descriptions provided in the labor estimate. CONSULTANT will formally notify the Agreement Administrator upon reaching 85% of the expended contract amount.

- 1.11 Change Orders – CONSULTANT will prepare and analyze Change Orders for review and processing by the LHTAC Resident Engineer. Once all necessary documentation has been received by the CONSULTANT, Change Order preparation time through signature by the LHTAC assigned authority must not exceed three (3) calendar weeks after being approved by the Contractor.

Performance Assumptions:

- i. CONSULTANT will consult with the LHTAC Resident Engineer and in coordination with other assigned LHTAC personnel and prepare documents necessary to complete the change order process.
- ii. CONSULTANT will assist the LHTAC Resident Engineer and the CITY in preparing for any litigation or other action that may arise. This work will be considered additional work and will be further scoped and negotiated on an as needed/requested basis.
- iii. For pending claims concerning extra work or work beyond the original scope, CONSULTANT will maintain accurate force account records showing actual cost of such work. This work will be considered additional work and will be further scoped and negotiated on an as needed/requested basis.

- 1.12 Contract Submittal Review – Contract submittals will be reviewed as necessary. It is understood that some interpretations and clarifications will be directed to the LHTAC Resident Engineer.

Performance Assumptions:

- i. Traffic Control Plans – Traffic Control Plans will be reviewed for compliance with MUTCD and ITD specifications.
- ii. CPM Review – The contractor's CPM will be reviewed to ensure that activity dates are correctly recorded for accuracy.
- iii. Interpretations and Clarifications – It is expected that CONSULTANT will perform routine interpretations and clarifications on the project. Sensitive decisions and interpretations or those that affect Erosion and Environmental permitting will be reviewed by the LHTAC Resident Engineer prior to final disposition.
- iv. Shop Drawings - CONSULTANT will review and approve shop drawings. CONSULTANT will

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- notify LHTAC and the CITY when these are transmitted.
- v. Contractor source approval requests, staging area requests, and waste site approval requests will be reviewed and approved through coordination with the LHTAC with the LHTAC Resident Engineer.

1.13 Public Relations – CONSULTANT will respond to and coordinate all public inquiries and/or concerns with the Contractor, the LHTAC Resident Engineer, and the CITY for appropriate action. Prepare relevant project information including schedule and list of contacts to be provided to first responders. Records of contacts and responses will be maintained.

2. **Survey Control** – Not included in this scope.

3. **Project Inspection** – Inspection will be performed by CONSULTANT with qualified and certified inspection staff. A spreadsheet with qualifications and certifications will be prepared and maintained to ensure full compliance with the ITD, WAQTC, and IQP requirements. Lead inspector is anticipated to be onsite a minimum of 70% of contractor working hours.

3.1 Inspector Diaries – Daily reports on ITD approved forms will be prepared to record the Contractor's hours on the site, weather conditions, data relative to questions or identified change orders, changed conditions, daily activities, labor compliance, civil rights compliance, decisions, observations in general, and specific observations in more detail as the case of observing test procedures. A record of the Contractor's personnel and craft, equipment utilized on site and hours of operation will be included in all daily reports. Project files and daily diaries will be maintained, and copies will be uploaded to ProjectWise on a weekly basis. Certificates of inspections, tests, and approvals required by the Contract Documents will be received and reviewed.

3.2 Identify and Recommend Corrections – Any omissions, substitutions, defects and deficiencies observed in the work of the Contractor will be identified and documented with recommendations reported to the Engineer.

3.3 Pay Quantity Collection – Pay quantities and quantity measurements will be checked for accuracy and prepared for processing for payment to the Contractor.

3.4 Environmental & Erosion Control Monitoring – CONSULTANT will provide a certified inspector to observe compliance with permits and approved Pollution Prevention Plan (PPP). CONSULTANT will participate in joint inspections with the Contractor's WPCM for compliance with the PPP. This scope includes one inspection per week.

**Performance Assumptions:**

- i. For PPP projects – The CONSULTANT will provide a certified inspector, who has at a minimum the SEEP qualifications, who will ensure compliance with all permits and storm water plans.
- ii.
- iii. Weekly monitoring reports will be prepared and filed in the project office. Formal notification if personnel are changed or expiration of the needed certifications occurs will be required.

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iv. Attendance at the weekly meeting is not included by the environmental inspector. A daily diary will not be prepared by the environmental inspector for site visits, only the ITD 2786 or 2802 inspection record. Daily diaries will be completed by the assigned project inspector.

4. **Materials Sampling & Testing** – CONSULTANT will provide materials sampling & testing services as required by ITD specifications and the LHTAC Resident Engineer. The following items represent the major sub-tasks required for administering this portion of the agreement.

4.1 Quality Assurance and Verification Sampling & Testing – Sampling & Testing will be performed according to ITD Quality Assurance requirements and the LHTAC Resident Engineer (including verification sampling). Sampling of component materials and completed work items will be performed to verify that the materials and workmanship incorporated in the project are in substantial conformity with the plans, specifications and contract special provisions. CONSULTANT will meet the minimum sampling frequencies per the MTR's as presented by the LHTAC Resident Engineer and as required due to project phasing, or other factors which could affect minimum testing frequencies. CONSULTANT will provide daily monitoring of the Contractor's Quality Control activities at the project site.

4.2 Acceptability of "or-equal" Products – CONSULTANT will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the contractor. Recommendations will be made to the LHTAC Resident Engineer for change orders before allowing any substitutes.

5. **Record Drawings & Project Close-Out** – CONSULTANT will track changes and deviations from the plans and review As-Built drawings as submitted by the Contractor. At the completion of the project, marked drawings will be submitted to the LHTAC for preparation of the record drawings. At project close-out, all records will be finalized and quantity calculations verified. A final package of records will be submitted to the LHTAC Resident Engineer for review and acceptance.

5.1 Verify all necessary documents have been received for submission of contractor's affidavit of payment.

5.2 Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, including certificates of inspection, tests and approvals, shop drawings, samples, and the annotated record documents which are to be assembled by the Contractor in accordance with the Contract Documents to obtain final payment.

5.3 CONSULTANT will participate in one (1) inspection after notice from the Contractor that the entire work is ready for its intended use, in the company of the CITY, LHTAC Resident Engineer and the Contractor, to determine if the work is Substantially Complete. If there are no objections from the CITY, CONSULTANT will deliver a certificate of substantial completion to the LHTAC Resident Engineer and the Contractor.

5.4 CONSULTANT will participate in one (1) final inspection, to include representatives from the CITY and the LHTAC, to determine if the completed work by the contractor is acceptable so that CONSULTANT and the LHTAC may recommend in writing, final payment to the Contractor.

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*Page 5*

CONSULTANT will also provide notice that the work is acceptable to the best of their knowledge, information and belief based on the extent of the services provided under this agreement.

- 5.5 Full and final project documentation in ProjectWise must be completed no later than 30 days after the project work completion date. All documentation identified as "punch list" items which have been requested and not received due to Contractor lack of response are not subject to this timeframe.

**Key Understandings** - It is anticipated that each CONSULTANT personnel assigned to the project will be furnished with a vehicle, digital camera and cellular phone by CONSULTANT and all work will be under the supervision of the LHTAC Resident Engineer or his assigned representative.

**Project Schedule** - CONSULTANT proposes to implement its services within the following schedule: The scope of work for this project will run in accordance with the contractor's construction schedule. It is anticipated that CONSULTANT will be engaged in CE&I services from April 2024 through end of December 2024.

**Professional Service Fee** - CONSULTANT will invoice the LHTAC Resident Engineer for professional services described in this Scope of Work. CONSULTANT will invoice the LHTAC Resident Engineer for professional labor and reimbursable expenses based on the Cost Estimate and will bill only for the efforts actually expended to complete the project in accordance with the provisions of the LHTAC Task Order for this work.

The fee estimate, level-of-effort projections, and schedule assumptions represent CONSULTANTS professional judgment. They are presented to allow a review of our approach. As we initiate activities, it may become apparent some modifications to this proposal are necessary due to changes in the Contractor's schedule. CONSULTANT will advise the LHTAC Resident Engineer of such issues and any fee and/or schedule impact prior to implementing revised activities.

**CONSULTANT**  
**PROJECT NAME**  
**PROJECT NUMBER**  
**KEY NUMBER**

HMH Engineering  
 Rectangular Rapid Flashing Beacons, CDA  
 A022(874)  
 22874

**A. SUMMARY ESTIMATED MAN-DAY COSTS**

	Man-Days	=	Man-Hours	@	Raw Hrly Rate*	=	Raw Labor Cost
1 Justin Shaw, P.E.	18.3	=	146	@	\$64.00	=	\$ 9,344.00
2 Greg Mills	74.3	=	594	@	\$45.00	=	\$ 26,730.00
3 John Roletto	3.8	=	30	@	\$32.00	=	\$ 960.00
4 Nate Mckinley	1.0	=	8	@	\$54.00	=	\$ 432.00
5 Randy Williams	5.6	=	45	@	\$35.00	=	\$ 1,575.00
6 Irlene Hanson	1.3	=	10	@	\$38.00	=	\$ 380.00
<b>TOTAL RAW LABOR COST</b>						<b>=</b>	<b>\$ 39,421.00</b>

**B. PAYROLL, FRINGE BENEFIT COSTS & OVERHEAD\*\***

Total Raw Labor Cost	39,421.00	X	Approved Overhead Rate	131.63%	=	\$51,889.86
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**C. NET FEE\*\*\***

Total Raw Labor & Overhead	\$91,310.86	X	Net Fee	10.0%	=	\$9,131.09
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**D. FCCM\*\***

Total Raw Labor Cost	\$ 39,421.00	X	Approved FCCM Rate	0.70%	=	\$275.95
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**TOTAL LABOR \$ 100,717.90**

**F. OUT-OF-POCKET EXPENSE SUMMARY\*\*\*\***

	Estimated Amount	@	Unit Cost	=	Estimated Expense
1 Mileage (miles) 40 trips @ 2.5M	100	@	\$ 0.670	=	\$ 67.00
2 Lodging (Days)	0	@	\$ 98.00	=	\$ -
3 Meals (Days)	0	@	\$ 59.00	=	\$ -
<b>TOTAL ESTIMATED EXPENSE</b>					<b>= \$ 67.00</b>

**TOTAL = \$100,784.90**

\* Overtime costs will include only the additional 1/2 time compensation to the employee.

\*\* As per our Approved ITD Overhead Rate Letter.

\*\*\* Calculated from the ITD Fee Matrix.

\*\*\*\* Not to Exceed the "FEDERAL PER DIEM RATES FOR IDAHO"

Project Name:	Rectangular Rapid Flashing Beacons, CDA								
Project Number:	A022(874)								
Key No:	22874								
Prepared By:	Justin Shaw								
		HMH							
		Justin Shaw, P.E.	Greg Mills	John Roletto	Nate Mckinley	Randy Williams	Irlene Hanson	Riley Eades	TOTAL HRS
TASK	Project Name	Project Manager	Lead Inspector	Materials Tech	Testing Coord.	Doc. Controller	Lab Tech	Surveyor	
1	Construction Administration	74	214	0	0	35	0	0	323
1.1	Submittal Log & MTRs	4	16						20
1.2	Pre-Construction Conference	3	3						6
1.3	Labor Compliance	8				15			23
1.4	Civil Rights Compliance	3	3						6
1.5	Filing & Records Verification	8	110						118
1.6	Progress Estimate Preparation	10	20			10			40
1.7	Materials Certifications	2	20			10			32
1.8	Contract Changes	4							4
1.9	Weekly Progress Meetings	4	22						26
1.10	Monthly Invoicing	12							12
1.11	Change Orders	4							4
1.12	Contract Submittal Review	8	20						28
1.13	Public Relations	4							4
2	Survey Control	0	0	0	0	0	0	0	0
2.1	T&M							0	0
3	Project Inspection	40	300	10	0	0	0	0	350
3.1	Inspector Diaries			10					350
3.2	Identify & Recommend Corrections								0
3.3	Pay Quantity Collection	40	300						0
3.4	Environmental & Erosion Control Monitoring								0
4	Materials Sampling & Testing	0	0	20	8	0	10	0	38
4.1	QA & Verification Sampling & Testing			20	8		10		38
4.2	Acceptability of "of-equal" Products								0
5	Record Drawings & Project Close-Out	32	80	0	0	10	0	0	122
5.1	Full Project Files Audit & Closeout	32	80			10			122
	<b>TOTAL HOURS</b>	146	594	30	8	45	10	0	833

# 2024 LHTAC Schedule of Fees-Construction Materials Testing

**HMH Engineering**

## SOIL & AGGREGATE TESTING

Test Method Designation	Trade Name	Unit Price: \$
AASHTO T 99 Moisture-Density Relations of Soils Using a 5.5 lb Rammer and 12" Drop (5pt)	Standard Proctor	283.29
AASHTO T 180 Moisture-Density Relations of Soils Using a 10 lb Rammer and 18" Drop	Modified Proctor	310.85
Idaho IT-74 # 4 Sieve Screening (Only on #4 Sieve not full sieve analysis for contractor provided IT-74 curve)	Sieve	173.05
AASHTO T 272 1-Point Method for Determining Maximum Dry Density and Opt Moisture	1-Point Method	173.05
AASHTO T 27 Sieve Analysis of Coarse Aggregates	Sieve	205.91
AASHTO T 11 Materials Finer than No. 200 Sieve in Mineral Aggregates by Washing	Fine Wash	159.27
AASHTO T 176 Plastic Fines in Graded Aggregates and Soils Using Sand Equivalent Test	Sand Equivalent	
AASHTO T 255 Total Evaporable Moisture Content of Aggregate by Drying	Moisture Content	102.82
AASHTO T 265 Laboratory Determination of Moisture Content of Soils	Moisture Content	102.82
AASHTO T 176 Plastic Fines in Graded Aggregates and Soils Using Sand Equivalent Test, Alt. Method 2, Mechanical	Sand Equivalent	152.38
AASHTO T 335 Determining the Percentage of Fracture in Coarse Aggregate	Fractured Face	152.38

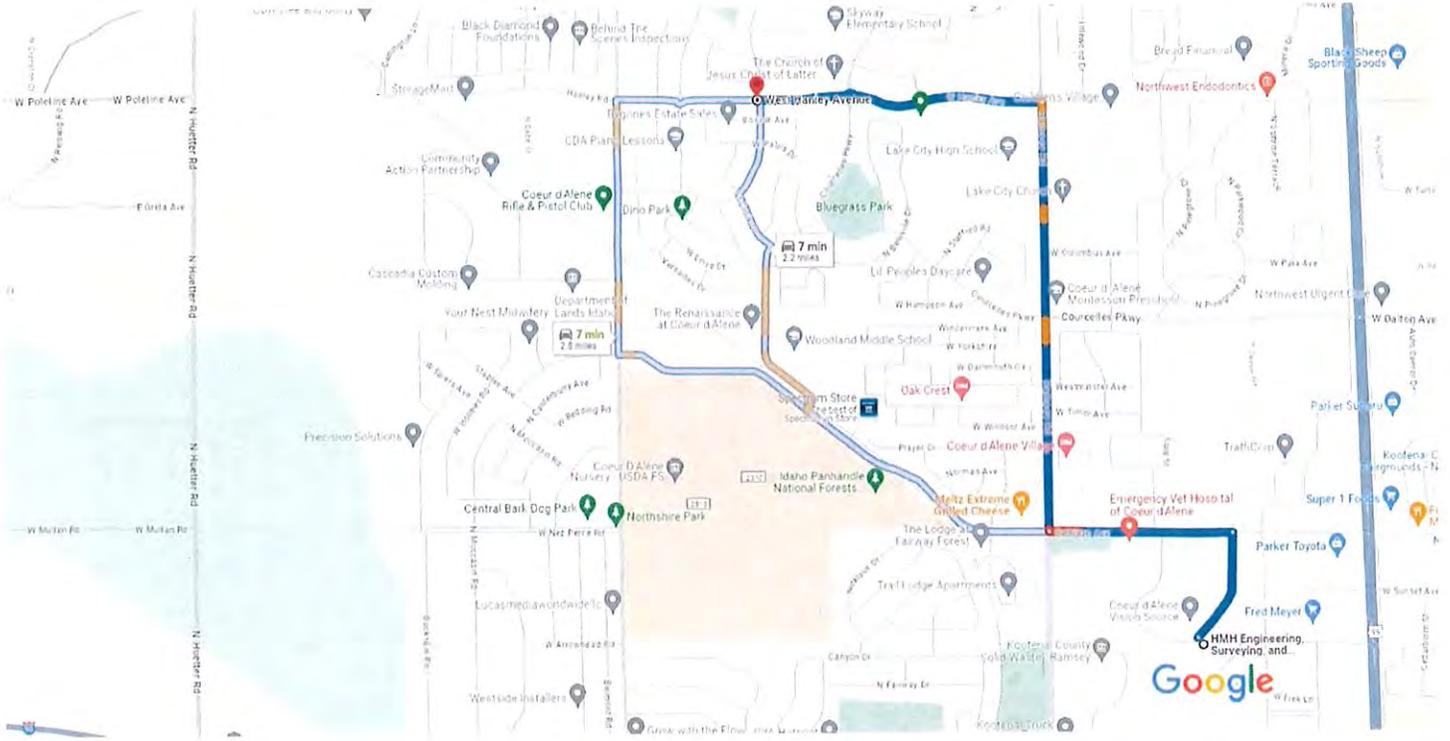
## CONCRETE TESTING

Test Method Designation	Trade Name	Unit Price: \$
AASHTO T22 Compressive Strength of Concrete Cylinders, per each	Strength, each cylinder	59.36
AASHTO T358 Surface Resistivity of Concrete to Resist Chloride Ion Penetration	Resistivity	64.66
AASHTO T106 Compressive Strength of Cube Specimens, per each	Cube Strength, each cube	59.36

## PLANTMIX PAVEMENT TESTING

Test Method Designation	Trade Name	Unit Price: \$
Idaho IT 99 Detection of Anti-Striping Additive in Asphalt Binder	Antistrip	137.25
AASHTO T 335 Determining the Percentage of Fracture in Coarse Aggregate, Method 1	Fractured Face	143.75
Idaho FOP for ASTM D4791 Flat and Elongated Particles in Course Aggregate	Flat and Elongated	163.25
Idaho FOP for AASHTO T304 Uncompacted Void Content of Fine Aggregate		149.40
Ignition Oven Correction Factor IR-157-19, 1 set of 3	NCAT Correction Factor	455.75
AASHTO T 166 Bulk Specific Gravity of Compacted HMA, Method A or AASHTO T331	Gmb	111.25
AASHTO T 209 Maximum Specific Gravity of HMA Paving Mixtures, Bowl Method	Rice	195.75
AASHTO T 269 Percent Air Voids in Compacted Dense and Open Asphalt Mixtures	Air Void	105.60
AASHTO T 308 Asphalt Binder Content of HMA by Ignition Method	AC	241.25
AASHTO T 30 Mechanical Analysis of Extracted Aggregate	Seive	311.43
AASHTO T 329 Moisture Content of HMA by Oven	Asphalt Moisture	110.77
AASHTO T 312 Density of HMA by Means of the Superpave Gyatory Compactor	Gyatory Pucks	235.25
ASTM D7227 Rapid Drying of Compacted HMA Specimens Using Vacuum Drying	Corelok	
Hourly Rental Rate for Nuke Gauge*		

\*If supported in an approved Overhead Rate letter  
 Test rates, as presented, include all costs associated with completing the test and providing final reports. Additional administrative time will not be provided.  
 When invoicing for these tests, naming convention must match what is presented above. At a minimum, include the test method designation.



Map data ©2024 Google 1000 ft

-  via N Ramsey Rd and W Hanley Ave **7 min**  
2.4 miles  
Best route now due to traffic conditions
-  via W Kathleen Ave and N St Michele Dr **7 min**  
2.2 miles
-  via W Kathleen Ave **7 min**  
2.8 miles

Explore nearby W Hanley Ave

-  Restaurants
-  Hotels
-  Gas stations
-  Parking Lots
-  More

**CITY COUNCIL  
STAFF REPORT**

**DATE:** May 7, 2024  
**FROM:** Troy Tymesen, City Administrator  
**SUBJECT:** Coeur d’Alene Garbage Contract

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**DECISION POINT:** Should Council approve Amendment No. 5 to the Solid Waste Services Contract with Northern State PAK, LLC, d/b/a Coeur d’Alene Garbage Services?

**HISTORY:** The Solid Waste Services Contract (hereinafter “Contract”) with Northern State PAK, LLC, d/b/a Coeur d’Alene Garbage Services (hereinafter “CDA Garbage”), was effective July 1, 2016, and has been amended four times since. Amendment No. 4 was effective for thirty-six months and expires June 30, 2024. CDA Garbage has fully performed in accordance with terms and conditions of the Contract and its amendments since then. In May 2018, CDA Garbage requested an increase in the fees for single stream recycling and a modification in the type of recycling which must be accepted under the Contract. However, CDA Garbage has been, and is, willing to continue to operate under the terms of the Contract and Amendment No. 1, as extended by Amendment Nos. 2, 3, and 4.

**FINANCIAL ANALYSIS:** The cost to the City for recycling has averaged \$20,129 per month for the last six months and \$22,059 over the last twelve months. The average for the twelve months prior to that was \$18,574. The recycling fee is paid from the Solid Waste Fund.

**PERFORMANCE ANALYSIS:** The Amendment No. 5 continues all of the terms in the original Contract, as amended by Amendment Nos. 1, 2, 3, and 4, and established a thirty-six month term beginning July 1, 2024, and expiring June 30, 2027. The parties will meet prior to the expiration of the term to negotiate any adjustment to the fee and/or the Contract terms.

**DECISION POINT/RECOMMENDATION:** Council should approve the Amendment No. 5 to the Contract with Northern State PAK, LLC, d/b/a Coeur d’Alene Garbage Services for solid waste collection, and authorize the Mayor to sign the Amendment.

RESOLUTION NO. 24-035

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AMENDMENT NO. 5 TO THE SOLID WASTE SERVICES CONTRACT WITH NORTHERN STATE PAK, LLC, D/B/A COEUR D'ALENE GARBAGE.

WHEREAS, the City of Coeur d'Alene approved a contract with Northern State PAK, LLC, d/b/a Coeur d'Alene Garbage Service, for Solid Waste and Single Stream Recycling Collection per Resolution No. 16-020 on April 19, 2016, and the parties entered into Amendment No. 1 to the Contract per Resolution No. 18-037 on July 17, 2018, Amendment No. 2 per Resolution No. 19-019 on June 4, 2019, Amendment No. 3 per Resolution No. 20-042 on August 4, 2020, and Amendment No. 4 per Resolution No. 21-044 on July 20, 2021; and

WHEREAS, the City Administrator of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene extend the terms of Amendment No. 1 to the contract with Coeur d'Alene Garbage for recycling services, pursuant to terms and conditions set forth in Amendment No. 5 to the Contract, 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 Amendment.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into Amendment No. 5 to the Solid Waste Services Contract with Northern State PAK, LLC, d/b/a Coeur d'Alene Garbage Service, 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 Amendment No. 5 to the extent the substantive provisions of the Amendment No. 5 remain intact.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and they are hereby authorized to execute such Amendment No. 5 on behalf of the City.

DATED this 7<sup>th</sup> day of May, 2024.

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James Hammond, Mayor

ATTEST:

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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 \_\_\_\_\_.

**AMENDMENT NO. 5  
TO  
SOLID WASTE SERVICES CONTRACT**

This Amendment No. 5 to the Solid Waste Services Contract (hereinafter referred to as the “Contract”) is entered into this 7<sup>th</sup> day of May, 2024, by the City of Coeur d’Alene, 710 E. Mullan Rd., Coeur d’Alene, Idaho, hereinafter referred to as the “City,” and Northern State PAK, LLC, d/b/a Coeur d’Alene Garbage Service, hereinafter referred to as the “Contractor.” The City and the Contractor are hereinafter jointly referred to as the “Parties.”

WHEREAS, on April 19, 2016, the Parties entered into the Contract for the purpose of providing solid waste collection and recycling for residents of the City, which Contract was amended on July 17, 2018, June 4, 2019, August 4, 2020, and July 20, 2021; and

WHEREAS, Amendment No. 4 was effective for thirty-six (36) months beginning July 1, 2021, and ending June 30, 2024, and provided that the Parties would meet prior to the expiration of the thirty-six (36) month period to discuss any changes needed to the Contract; and

WHEREAS, the Parties have met in accordance with Amendment No. 4 to the Contract and no additional changes are needed to the Contract; and

WHEREAS, it is in the best interests of the City to enter into this Amendment No. 5.

NOW, THEREFORE, the Parties agree to Amendment No. 5 of the Contract as follows:

1. Paragraph 4.3 of the Contract, as amended by Amendment No. 4, is amended to read as follows:

City shall ensure that Contractor will be paid monthly, within thirty (30) days after an invoice is received by City Finance, for the number of accounts serviced and level of service provided according to service costs defined in Schedule “C” (Schedule Rate), and for any other costs due hereunder, including cost of recycling bins as provided in Schedule B. Payments will be based on the total amount billed by service level for the applicable month(s). The actual number of each type of account will be determined from the billing records, and may vary from the estimates given in the bid. Payment to Contractor will be based on a computation of the amount due, based on the most recent records of service levels.

In addition, City shall pay to Contractor the actual net cost in excess of twenty dollars (\$20.00) per ton, and not to exceed twenty-five thousand dollars (\$25,000.00) per month, incurred by Contractor for handling the materials in the single stream recycling program, including hauling and MRF fees. The term “net cost” shall account for payment by the MRF to Contractor, if any, for recycled materials.

The monthly fee set forth in the paragraph above shall be in effect for thirty-six (36) months from the effective date of this Amendment, which shall be July 1, 2024. The parties agree to meet no earlier than six months or later than two months prior to the expiration of this thirty-six (36) month term to negotiate any adjustments to this fee and/or the single stream recycling program which may be required or advisable based on the state of the recycling market; PROVIDED, the Parties shall meet sooner to negotiate necessary adjustments to this fee and/or the single stream recycling program if the City's monthly obligation equals or exceeds twenty thousand dollars (\$20,000.00) in four consecutive months, in order to effectuate the City's intent that it not incur a monthly obligation in excess of twenty-five thousand dollars (\$25,000.00).

2. In all other respects, the Contract, and Amendment Nos. 1, 2, 3, and 4 thereto, shall remain in full force and effect.

DATED this 7<sup>th</sup> day of May, 2024.

CITY OF COEUR D'ALENE

NORTHERN STATE PAK, LLC

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James Hammond, Mayor

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Philip L. Damiano, Manager

ATTEST:

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Renata McLeod, City Clerk

**CITY COUNCIL  
STAFF REPORT**

**DATE:** MAY 07, 2024

**FROM:** TODD FEUSIER, STREETS & ENGINEERING DIRECTOR

**SUBJECT:** AWARD OF CONTRACT FOR THE  
2024 MILL & INLAY PROJECT

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**DECISION POINT:** Should City Council award the 2024 Mill & Inlay Project Contract to Interstate Concrete & Asphalt?

**HISTORY:** The asphalt surfaces on Atlas Road, Appleway Avenue, Ramsey Road and Sherman Avenue have deteriorated over the years and are in need of maintenance. The Streets & Engineering Department created a project to mill the existing surface and replace it with a new asphalt surface, which will significantly prolong the life of the streets. The project included a base bid for the area of Atlas Road and three additional alternates for Appleway Avenue, Ramsey Road and Sherman Avenue. The project was advertised for three weeks and three bids were received and opened on April 16<sup>th</sup>. The bid results are as follows:

<b>Bidder</b>	<b>Base Bid</b>	<b>Add Alternate</b>	<b>Total</b>
Interstate	\$568,888.70	\$ 902,999.30	\$1,471,888.00
Poe	\$713,932.35	\$1,194,067.65	\$1,908,000.00
Central WA. Asphalt	\$689,415.00	\$ 946,585.00	\$1,636,000.00

**FINANCIAL ANALYSIS:** The total low bid of \$1,471,888.00 will be funded with the current overlay/chipseal budget.

**PERFORMANCE ANALYSIS:** The award of contract allows Interstate Concrete & Asphalt to resurface the deteriorating roadway and provide additional life and improved ride quality.

**RECOMMENDATION:** Council should award a contract in the amount of \$1,471,888.00 to Interstate Concrete & Asphalt, for the 2024 Mill & Inlay Project.

# 2024 Overlay & Chip Seal Projects



**Todd Feusier, Streets & Engineering Director**

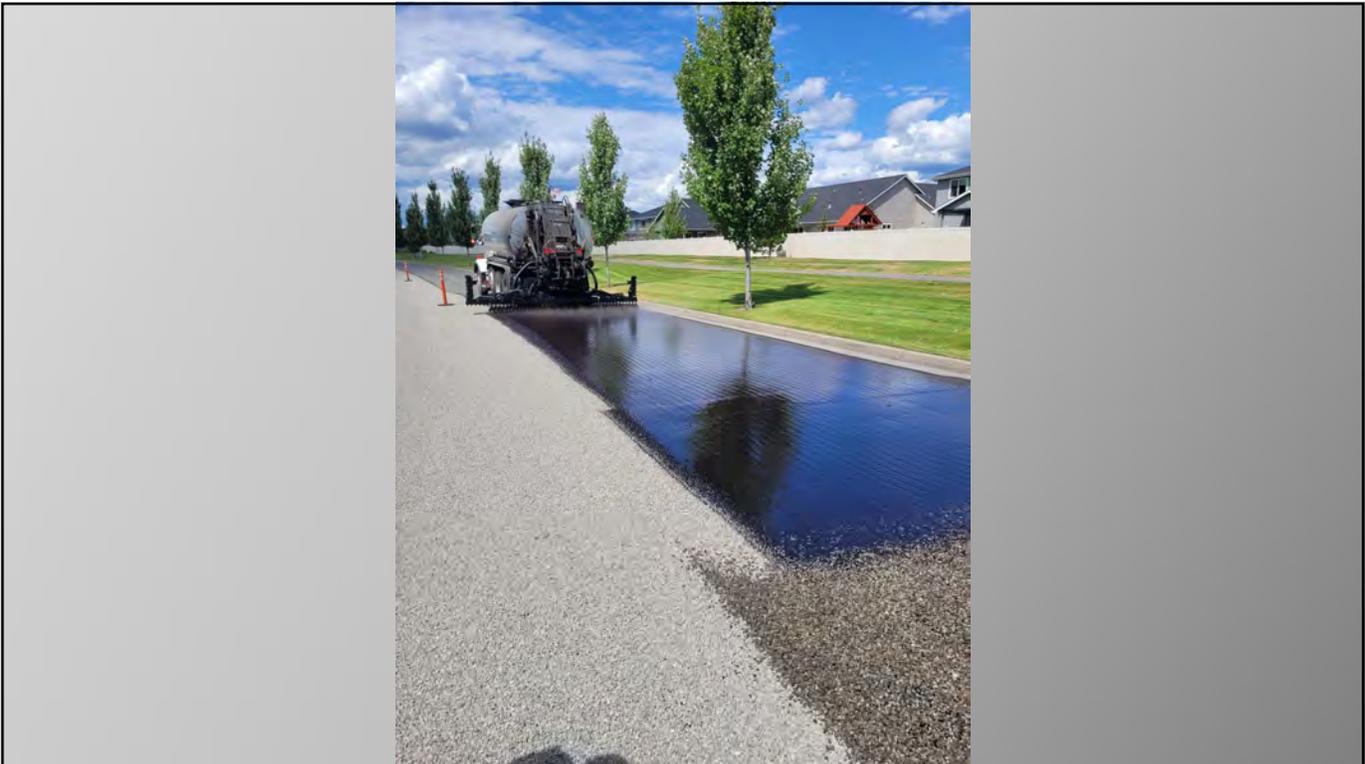
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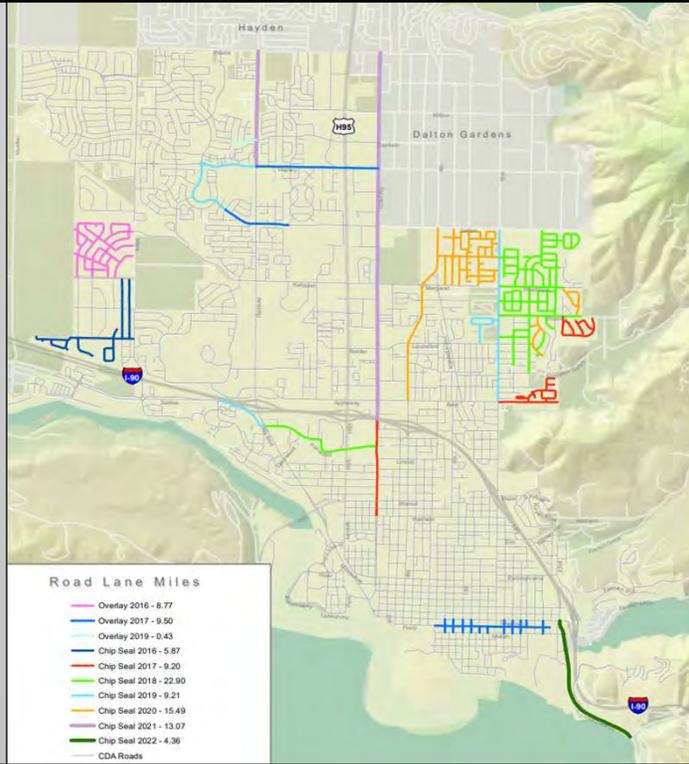


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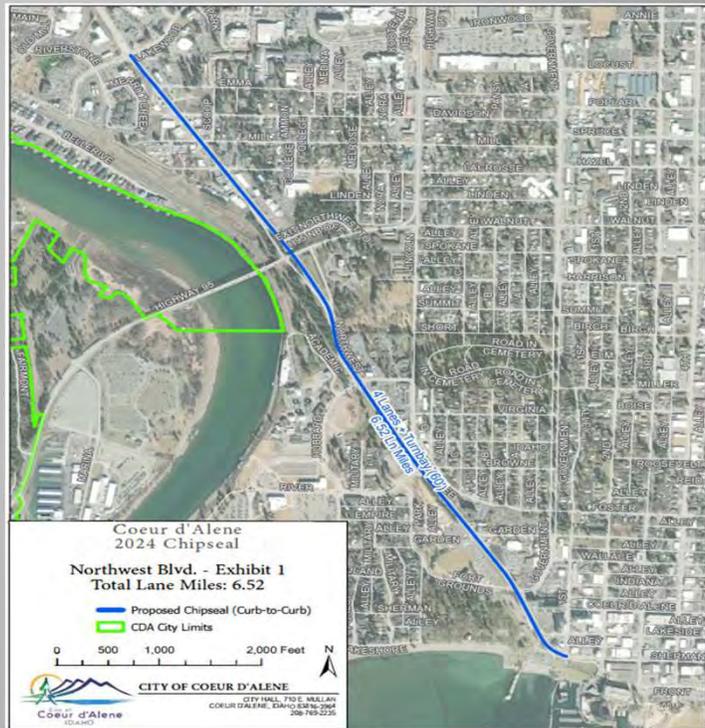
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### Chip Seal Applied to 80.1 Lane Miles Since 2016



5

### Chip Seal Northwest Boulevard Lakewood to Garden Avenue



6

### Chip Seal Riverstone / Lakewood Drive Area

- Riverstone
- Johns Loop
- Beebe
- Lacrosse
- Lakewood

(Ironwood to Northwest Blvd)



7

### Mill & Inlay Atlas Road Newbrook to Kathleen Avenue



8

# Mill & Inlay Appley Avenue East from Ramsey Road



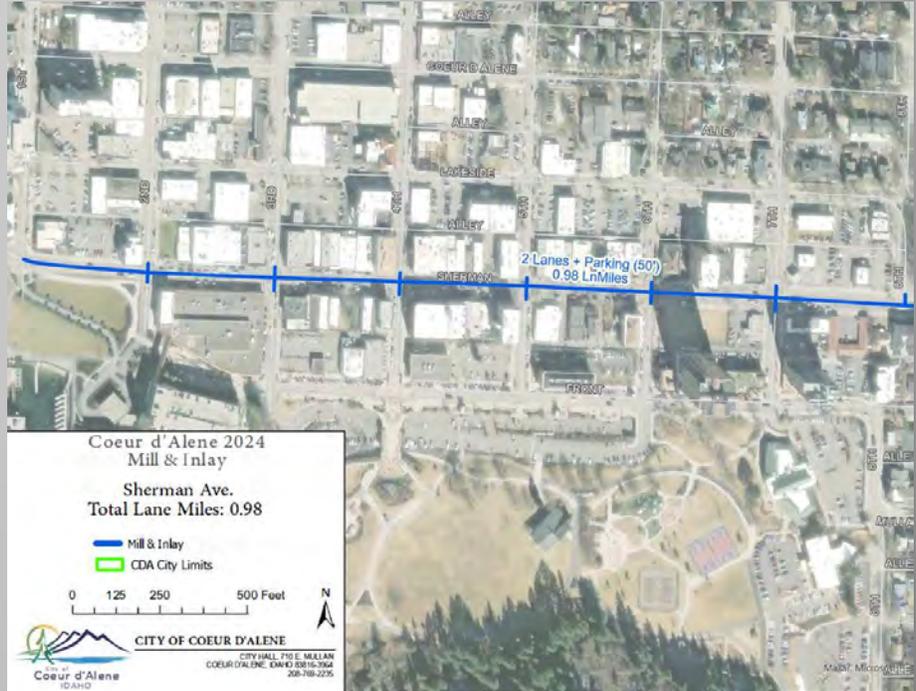
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# Mill & Inlay NB Ramsey Road Marie Avenue to Kathleen Avenue



10

# Mill & Inlay Sherman Ave Government Way to 8<sup>th</sup> Street



11

## 2024 Overlay & Chip Seal Projects

### TIPS TO DRIVERS

- Multi-stage process
- Follow traffic control directions
- If a traffic signal is not operational, treat it as a stop sign
- Don't drive through fresh oil
- Expect loose rock chips until final sweeping
  - Reduce speeds through construction zone
  - Increase following distance
  - Motorcycles/bicycles use caution
- Expect several days before striping is completed



12

## **2024 Overlay & Chipseal Projects**

Staff recommends the awarding of the  
2024 Mill & Inlay contract to Interstate Concrete & Asphalt  
for \$1,471,888.00

2024 Chipseal contract to Road Products Inc.  
for \$717,708.20

RESOLUTION NO. 24-036

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE BID OF AND AWARDING THE CONTRACT FOR THE 2024 MILL AND INLAY PROJECT TO INTERSTATE CONCRETE & ASPHALT, IN AN AMOUNT NOT TO EXCEED ONE MILLION FOUR HUNDRED SEVENTY- ONE THOUSAND EIGHT HUNDRED EIGHTY-EIGHT AND NO/100 DOLLARS (\$1,471,888.00).

WHEREAS, the City heretofore duly advertised invitation for bids for the 2024 Mill and Inlay Project in Coeur d'Alene, Idaho, said bids were opened as provided in said advertisement in the office of the City Clerk the 16<sup>th</sup> day of April, 2024, the lowest responsive bid received was that of Interstate Concrete & Asphalt, in the amount of One Million Four Hundred Seventy- One Thousand Eight Hundred Eighty-Eight and no/100 Dollars (\$1,471,888.00), and it is in the best interests of the City of Coeur d'Alene and the citizens thereof that said bid be accepted.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the bid of Interstate Concrete & Asphalt, in an amount not to exceed One Million Four Hundred Seventy-One Thousand Eight Hundred Eighty-Eight and no/100 Dollars (\$1,471,888.00) for the 2024 Mill and Inlay Project be and the same is hereby accepted.

BE IT FURTHER RESOLVED that the City enter into a contract with Interstate Concrete & Asphalt, in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said contract provided that the substantive provisions of the agreement remain intact.

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

DATED this 7<sup>th</sup> day of May, 2024.

---

James Hammond, Mayor

ATTEST:

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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 \_\_\_\_\_.

**CONTRACT**  
**for**  
**CITY OF COEUR D'ALENE 2024 MILL & INLAY PROJECT**

THIS CONTRACT is made and entered into this 7<sup>th</sup> day of May, 2024, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as the “**CITY**,” and **INTERSTATE CONCRETE & ASPHALT**, a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at 8849 W. Wyoming Avenue, Rathdrum, Idaho, hereinafter referred to as “**CONTRACTOR**.”

WITNESSETH:

WHEREAS the **CONTRACTOR** has been awarded the contract for the 2024 Mill & Inlay Project according to contract documents on file in the office of the City Clerk of **CITY**, which contract documents are incorporated herein by reference,

NOW, THEREFORE,

IT IS AGREED that for and in consideration of the covenants and agreements to be made and performed by **CITY**, as hereinafter set forth, the **CONTRACTOR** shall complete improvements as set forth in the said contract documents described above, in said **CITY**, furnishing all labor and materials therefor according to said contract documents and under the penalties expressed in the performance bond bearing even date herewith, and which bond with said contract documents are hereby declared and accepted as parts of this contract. All material shall be of the high standard required by the said contract documents and approved by the City Engineer, and all labor performed shall be of first-class workmanship.

The **CONTRACTOR** shall furnish and install barriers and warning lights to prevent accidents. The **CONTRACTOR** shall indemnify, defend and hold the **CITY** harmless from all claims arising from the **CONTRACTOR**'s actions or omissions in performance of this contract, and to that end shall maintain liability insurance naming the **CITY** as one of the insureds with a combined single limit of at least \$1,000,000.00 each occurrence or claim and a general aggregate limit of at least \$2,000,000.00 for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants. A certificate of insurance providing at least thirty (30) days' written notice to the **CITY** prior to cancellation of the policy shall be filed in the office of the City Clerk. It is intended that the **CONTRACTOR** provide such insurance as is required by paragraph SC-5.04.A of the Supplementary General Conditions.

The **CONTRACTOR** agrees to maintain Worker's Compensation coverage on all employees, including employees of subcontractors, during the term of this contract as required by Idaho Code Sections 72-101 through 72-806. Should the **CONTRACTOR** fail to maintain such insurance during the entire term hereof, the **CONTRACTOR** shall indemnify the **CITY** against any loss resulting to the **CITY** from such failure, either by way of compensation or additional

premium liability. The **CONTRACTOR** shall furnish to the **CITY**, prior to commencement of the work, such evidence as the **CITY** may require guaranteeing contributions which will come due under the Employment Security Law including, at the option of the **CITY**, a surety bond in an amount sufficient to make such payments.

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

The **CONTRACTOR** agrees to receive and accept as full compensation for furnishing all materials, and doing all the work contemplated and embraced in the contract, an amount equal to the sum of the total for the items of work. The total for each item of work shall be calculated by determining the actual quantity of each item of work and multiplying that actual quantity by the unit price bid by the **CONTRACTOR** for that item of work. The total amount of the contract shall not exceed **One Million Four Hundred Seventy- One Thousand Eight Hundred Eighty-Eight and no/100 Dollars (\$1,471,888.00)**.

Monthly progress payments must be submitted by the 10<sup>th</sup> of the month for work done in the previous calendar month. Partial payment shall be made by the end of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made within thirty (30) days after completion of all work and acceptance by the City Council, provided that the **CONTRACTOR** has satisfied all the requirements of the Idaho State Tax Commission and agrees to release the **CITY** from liability for taxes arising out of the **CONTRACTOR'S** work.

The number of working days allowed for completion of the Contract work shall be thirty (30) working days. Days where the only work is traffic control, sweeping, or covering utilities do not count toward working days. The contract time shall commence no later than 10 days after the date of the Notice to Proceed issued by the **CITY**.

The **CITY** and the **CONTRACTOR** recognize that time is of the essence and failure of the **CONTRACTOR** to complete the work within the time allowed shall result in damages being sustained by the **CITY**. Such damages are and will continue to be impractical, and extremely difficult, to determine. Therefore, in the event the **CONTRACTOR** shall fail to complete the work within the required time limits, the **CONTRACTOR** shall pay to the **CITY**, or have withheld from monies due, liquidated damages at the rate of One Thousand Five Hundred Dollars (\$1,500) per calendar day, which sums shall not be construed as a penalty.

**IT IS AGREED** that the **CONTRACTOR** must employ ninety five percent (95%) bona fide Idaho residents as employees on any job under this contract except where fifty (50) or fewer persons are employed by the **CONTRACTOR**, in which case the **CONTRACTOR** may employ ten percent (10%) nonresidents; provided, however, in all cases the **CONTRACTOR** must give preference to the employment of bona fide residents in the performance of said work.

The **CONTRACTOR** further agrees in consideration of securing the business of construction the works to be constructed under this contract, recognizing the business in which he/she/it is engaged is of a transitory character, and that his/her/its property used for this project

may be outside the state of Idaho when taxes, excises or license fees to which he/she/it is liable become payable:

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

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

For the faithful performance of this contract in accordance with the contract documents and payment for all labor and materials, the **CONTRACTOR** shall execute good and sufficient performance bond and payment bond in a form acceptable to the City Attorney, each in the amount of one hundred percent (100%) of the total amount of the bid as hereinbefore stated, said bonds to be executed by a surety company authorized to do business in the state of Idaho.

The **CONTRACTOR** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, sexual orientation, and/or gender identity/expression. The **CONTRACTOR** shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, sexual orientation, and/or gender identity/expression. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The **CONTRACTOR** agrees to post in conspicuous places available for employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause. The **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, sexual orientation, and/or gender identity/expression. The **CONTRACTOR** will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each sub-contractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw

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

Pursuant to Idaho Code § 67-2359, the **CONTRACTOR** certifies that it is not currently owned or operated by the government of the People’s Republic of China and will not for the duration of the contract be owned or operated by the government of People’s Republic of China.

Pursuant to Idaho Code § 67-2346, the **CONTRACTOR** certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of goods or services from Israel or territories under its control. This provision shall not apply if the Agreement has a total value of less than one hundred thousand dollars (\$100,000.00) or if the **CONTRACTOR** has fewer than ten (10) employees.

Pursuant to Idaho Code § 18-8703, the **CONTRACTOR** certifies that it is not, and will not for the duration of this Agreement become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the “No Public Funds for Abortion Act,” Idaho Code §§ 18-8701 et seq.

The term “CONTRACT DOCUMENTS” means and includes the following:

- A. Advertisement For Bids
- B. Bidding Information
- C. Bid Proposal
- D. Bid Bond
- E. Bidding Forms as Required
- F. Contract
- G. Labor and Materials Payment Bond
- H. Performance Bond
- I. Notice of Award
- J. Notice to Proceed
- K. Change Order
- L. General Conditions
- M. Technical Specifications
- N. Special Provisions
- O. Plans
- P. Addenda No. 1 dated April 8, 2024

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

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

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

**CONTRACTOR:**  
**Interstate Concrete & Asphalt**

\_\_\_\_\_  
James Hammond, Mayor

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Renata McLeod, City Clerk

\_\_\_\_\_

## **Attachment 1**

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

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

**1. Compliance with Regulations**

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

**2. Non-discrimination**

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

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

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

**4. Information and Reports**

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

**5. Sanctions for Non-compliance**

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

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

**Incorporation of Provisions**

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

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

**CITY COUNCIL  
STAFF REPORT**

**DATE:** MAY 07, 2024

**FROM:** TODD FEUSIER, STREETS & ENGINEERING DIRECTOR

**SUBJECT:** AWARD OF CONTRACT FOR THE  
2024 CHIP SEAL PROJECT

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**DECISION POINT:** Should City Council award the 2024 Chip Seal Project Contract to Road Products LLC.?

**HISTORY:** The asphalt surfaces on Atlas Road, Riverstone Drive, Johns Loop, Beebe Drive, Lacrosse Avenue and Northwest Blvd. have deteriorated over the years and are in need of maintenance. The application of a chip seal will significantly prolong the life of the streets. The project was advertised for three weeks and two bids were received and opened on April 16<sup>th</sup>. The bid results are as follows:

<b>Bidder</b>	<b>Bid Amount</b>
Road Products LLC	\$717,708.20
Poe Asphalt Paving Inc.	\$907,672.00

**FINANCIAL ANALYSIS:** The total low bid of \$717,708.20 will be funded with the current overlay/chip seal budget.

**PERFORMANCE ANALYSIS:** The award of contract allows Road Products LLC to resurface the deteriorating roadway and provide additional life and improved ride quality.

**RECOMMENDATION:** Council should award a contract in the amount of \$717,708.20 to Road Products LLC., for the 2024 Chip Seal Project.

RESOLUTION NO. 24-037

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE BID OF AND AWARDING THE CONTRACT FOR THE 2024 CHIPSEAL PROJECT TO ROAD PRODUCTS, LLC, IN AN AMOUNT NOT TO EXCEED SEVEN HUNDRED SEVENTEEN THOUSAND SEVEN HUNDRED AND EIGHT AND 20/100 DOLLARS (\$717,708.20).

WHEREAS, the City heretofore duly advertised invitation for bids for the 2024 Chipseal Project in Coeur d'Alene, Idaho, said bids were opened as provided in said advertisement in the office of the City Clerk the 16<sup>th</sup> day of April, 2024, the lowest responsive bid received was that of Road Products, LLC, in the amount of Seven Hundred Seventeen Thousand Seven Hundred and Eight Dollars and Twenty Cents (\$717,708.20), and it is in the best interests of the City of Coeur d'Alene and the citizens thereof that said bid be accepted.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the bid of Road Products, LLC, in an amount not to exceed Seven Hundred Seventeen Thousand Seven Hundred and Eight and 20/100 Dollars (\$717,708.20) for the 2024 Chipseal Project be and the same is hereby accepted.

BE IT FURTHER RESOLVED that the City enter into a contract with Road Products, LLC, in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said contract provided that the substantive provisions of the agreement remain intact.

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

DATED this 7<sup>th</sup> day of May, 2024.

---

James Hammond, Mayor

ATTEST:

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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 \_\_\_\_\_.

**CONTRACT**

For

**CITY OF COEUR D'ALENE 2024 CHIP SEAL PROJECT**

THIS CONTRACT is made and entered into this 7<sup>th</sup> day of May, 2024, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as the “**CITY**,” and **ROAD PRODUCTS LLC**, a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at 9915 E. Trent Avenue, Spokane Valley, WA 99206, hereinafter referred to as “**CONTRACTOR**.”

WITNESSETH:

WHEREAS the **CONTRACTOR** has been awarded the contract for the 2024 Chip Seal Project according to contract documents on file in the office of the City Clerk of **CITY**, which contract documents are incorporated herein by reference,

NOW, THEREFORE,

IT IS AGREED that for and in consideration of the covenants and agreements to be made and performed by **CITY**, as hereinafter set forth, the **CONTRACTOR** shall complete improvements as set forth in the said contract documents described above, in said **CITY**, furnishing all labor and materials therefor according to said contract documents and under the penalties expressed in the performance bond bearing even date herewith, and which bond with said contract documents are hereby declared and accepted as parts of this contract. All material shall be of the high standard required by the said contract documents and approved by the City Engineer, and all labor performed shall be of first-class workmanship.

The **CONTRACTOR** shall furnish and install barriers and warning lights to prevent accidents. The **CONTRACTOR** shall indemnify, defend and hold the **CITY** harmless from all claims arising from the **CONTRACTOR**'s actions or omissions in performance of this contract, and to that end shall maintain liability insurance naming the **CITY** as one of the insureds with a combined single limit of at least \$1,000,000.00 each occurrence or claim and a general aggregate limit of at least \$2,000,000.00 for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants. A certificate of insurance providing at least thirty (30) days' written notice to the **CITY** prior to cancellation of the policy shall be filed in the office of the City Clerk. It is intended that the **CONTRACTOR** provide such insurance as is required by paragraph SC-5.04.A of the Supplementary General Conditions.

The **CONTRACTOR** agrees to maintain Worker's Compensation coverage on all employees, including employees of subcontractors, during the term of this contract as required by Idaho Code Sections 72-101 through 72-806. Should the **CONTRACTOR** fail to maintain such insurance during the entire term hereof, the **CONTRACTOR** shall indemnify the **CITY** against any loss resulting to the **CITY** from such failure, either by way of compensation or additional

premium liability. The **CONTRACTOR** shall furnish to the **CITY**, prior to commencement of the work, such evidence as the **CITY** may require guaranteeing contributions which will come due under the Employment Security Law including, at the option of the **CITY**, a surety bond in an amount sufficient to make such payments.

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

The **CONTRACTOR** agrees to receive and accept as full compensation for furnishing all materials, and doing all the work contemplated and embraced in the contract, an amount equal to the sum of the total for the items of work. The total for each item of work shall be calculated by determining the actual quantity of each item of work and multiplying that actual quantity by the unit price bid by the **CONTRACTOR** for that item of work. The total amount of the contract shall not exceed **Seven Hundred Seventeen Thousand Seven Hundred and Eight Dollars and Twenty Cents (\$717,708.20)**.

Monthly progress payments must be submitted by the 10<sup>th</sup> of the month for work done in the previous calendar month. Partial payment shall be made by the end of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made within thirty (30) days after completion of all work and acceptance by the City Council, provided that the **CONTRACTOR** has obtained from the Idaho State Tax Commission and submitted to the **CITY** a release of liability for taxes (Form 10-248-79).

The number of working days allowed for completion of the Contract work shall be thirty (30) working days. Days where the only work is traffic control, sweeping, or covering utilities do not count toward working days. The contract time shall commence no later than 10 days after the date of the Notice to Proceed issued by the **CITY**.

The **CITY** and the **CONTRACTOR** recognize that time is of the essence and failure of the **CONTRACTOR** to complete the work within the time allowed shall result in damages being sustained by the **CITY**. Such damages are and will continue to be impractical, and extremely difficult, to determine. Therefore, in the event the **CONTRACTOR** shall fail to complete the work within the required time limits, the **CONTRACTOR** shall pay to the **CITY**, or have withheld from monies due, liquidated damages at the rate of One Thousand Five Hundred Dollars (\$1,500) per calendar day, which sums shall not be construed as a penalty.

**IT IS AGREED** that the **CONTRACTOR** must employ ninety five percent (95%) bona fide Idaho residents as employees on any job under this contract except where fifty (50) or fewer persons are employed by the **CONTRACTOR**, in which case the **CONTRACTOR** may employ ten percent (10%) nonresidents; provided, however, in all cases the **CONTRACTOR** must give preference to the employment of bona fide residents in the performance of said work.

The **CONTRACTOR** further agrees in consideration of securing the business of construction the works to be constructed under this contract, recognizing the business in which he/she/it is engaged is of a transitory character, and that his/her/its property used for this project

may be outside the state of Idaho when taxes, excises or license fees to which he/she/it is liable become payable:

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

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

For the faithful performance of this contract in accordance with the contract documents and payment for all labor and materials, the **CONTRACTOR** shall execute good and sufficient performance bond and payment bond in a form acceptable to the City Attorney, each in the amount of one hundred percent (100%) of the total amount of the bid as hereinbefore stated, said bonds to be executed by a surety company authorized to do business in the state of Idaho.

The **CONTRACTOR** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, sexual orientation, and/or gender identity/expression. The **CONTRACTOR** shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, sexual orientation, and/or gender identity/expression. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The **CONTRACTOR** agrees to post in conspicuous places available for employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause. The **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, sexual orientation, and/or gender identity/expression. The **CONTRACTOR** will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each sub-contractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw

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

Pursuant to Idaho Code § 67-2359, the **CONTRACTOR** certifies that it is not currently owned or operated by the government of the People’s Republic of China and will not for the duration of the contract be owned or operated by the government of People’s Republic of China.

Pursuant to Idaho Code § 67-2346, the **CONTRACTOR** certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of goods or services from Israel or territories under its control. This provision shall not apply if the Agreement has a total value of less than one hundred thousand dollars (\$100,000.00) or if the **CONTRACTOR** has fewer than ten (10) employees.

Pursuant to Idaho Code § 18-8703, the **CONTRACTOR** certifies that it is not, and will not for the duration of this Agreement become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the “No Public Funds for Abortion Act,” Idaho Code §§ 18-8701 et seq.

The term “CONTRACT DOCUMENTS” means and includes the following:

- A. Advertisement For Bids
- B. Bidding Information
- C. Bid Proposal
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- E. Bidding Forms as Required
- F. Contract
- G. Labor and Materials Payment Bond
- H. Performance Bond
- I. Notice of Award
- J. Notice to Proceed
- K. Change Order
- L. General Conditions
- M. Technical Specifications
- N. Special Provisions
- O. Plans
- P. Addenda No. 1, dated April 08,2024

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

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

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

**CONTRACTOR:  
ROAD PRODUCTS, LLC**

\_\_\_\_\_  
James Hammond, Mayor

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Renata McLeod, City Clerk

\_\_\_\_\_

## Attachment 1

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

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

**1. Compliance with Regulations**

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

**2. Non-discrimination**

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

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

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

**4. Information and Reports**

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

**5. Sanctions for Non-compliance**

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

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

**Incorporation of Provisions**

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

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

**CITY COUNCIL  
STAFF REPORT**

**DATE:** May 7, 2024

**FROM:** Mike Anderson, Wastewater Director

**SUBJECT:** Accept and award the Open Trench Pipe Construction to the apparent low bidder, DW Excavating Inc, for the 2023/2024 Wastewater Collection System Capital Improvement Project.

=====

**DECISION POINT:**

The City Council is requested to accept and award the Open Trench Pipe Construction to the apparent low bidder, DW Excavating Inc, for the 2023/2024 Wastewater Collection System Capital Improvement Project.

**HISTORY:**

Each year, the Wastewater Utility prioritizes and budgets for the replacement and/or rehabilitation of the City's aging sewage collection infrastructure. At the top of this year's list are the following projects:

- Schedule A (19th and 20th Streets): Replacement of old 6-inch concrete pipes with larger 8-inch PVC pipes aims to increase flow capacity and eliminate issues caused by broken pipes and root intrusions.
- Schedule B (Cherrywood Dr Sewer): Repair and replacement of 100 feet of broken 6-inch concrete pipe with new 8-inch PVC pipe, along with the installation of two new manholes, address critical infrastructure issues in this area.
- Schedule C (Homestead Ave Sewer): Rehabilitation involves the repair and replacement of old and broken sewer lines, consisting of a mixture of 6-inch concrete and PVC pipes, with 8-inch PVC pipes.

**FINANCIAL ANALYSIS:**

The Wastewater Utility allocated \$850,000.00 in the Fiscal Year 2023/2024 for the Capital Improvement Project. The engineer's estimated cost ranges from \$750,000 to \$1,000,000. Four prequalified bidders submitted proposals. Below is a summary of their bids:

<b>BIDDER</b>	<b>BASE BID (SCHEDULE A)</b>	<b>ADD. ALT. (SCHEDULE B)</b>	<b>ADD. ALT. (SCHEDULE C)</b>	<b>TOTAL (SCHEDULE A+B+C)</b>
DW Excavating, Inc	\$543,615.00	\$104,640.00	\$126,257.00	\$774,512.00
Big Sky ID, Corp.	\$578,373.00	\$100,955.00	\$104,449.00	\$783,777.00
S&L Underground, Inc.	\$923,208.00	\$113,881.00	\$158,183.00	\$1,195,272.00
Northwest Grading	\$878,027.80	\$218,974.30	\$223,434.90	\$1,320,437.00

As per the Documents to Bidders, the award is based on the lowest responsive bid for Schedules A, B, and C. DW Excavating Inc. submitted the lowest responsive bid.

The total cost of construction and engineering on this project will be approximately \$1.15M, exceeding this year's budget. To accommodate this overage, the Wastewater Utility will reduce next year's project budget by \$300,000.

**PERFORMANCE ANALYSIS:**

All three projects are essential for repairing or replacing sewer lines that are challenging or impossible to maintain. Sewer replacements, such as these, typically have a life expectancy exceeding 50 years.

**RECOMMENDATION:**

Council should award the FY 2023-2024 Open Trench Pipe Construction contract to DW Excavating Inc. for the Total Bid price of \$774,512.00.

RESOLUTION NO. 24-038

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE BID OF AND AWARING THE CONTRACT FOR THE OPEN TRENCH PIPE CONSTRUCTION TO DW EXCAVATING, INC., FOR THE 2023/2024 WASTEWATER COLLECTION SYSTEM CAPITAL IMPROVEMENT PROJECT, IN AN AMOUNT NOT TO EXCEED \$774,512.00.

WHEREAS, the City heretofore duly advertised invitation for bids for the 2023/2024 Wastewater Collection System Capital Improvement Project in Coeur d'Alene, Idaho, said bids were opened as provided in said advertisement in the office of the City Clerk the 16<sup>th</sup> day of April, 2024, the lowest responsive bid received was that of DW Excavating, Inc., in the amount of Seven Hundred Seventy-four Thousand Five Hundred Twelve and no/100 Dollars (\$774,512.00), and it is in the best interests of the City of Coeur d'Alene and the citizens thereof that said bid be accepted.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the bid of DW Excavating, Inc., in an amount not to exceed Seven Hundred Seventy-four Thousand Five Hundred Twelve and no/100 Dollars (\$774,512.00) for the 2023-2024 Wastewater Collection System Capital Improvement Project be and the same is hereby accepted.

BE IT FURTHER RESOLVED that the City enter into a contract with DW Excavating, Inc., in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said contract provided that the substantive provisions of the agreement remain intact.

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

DATED this 7<sup>th</sup> day of May, 2024.

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James Hammond, Mayor

ATTEST:

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Renata McLeod, City Clerk

Motion by \_\_\_\_\_, Seconded by \_\_\_\_\_, to adopt the foregoing resolution.

**ROLL CALL:**

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER WOOD Voted

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.

**CITY OF COEUR D’ALENE WASTEWATER UTILITY  
2024 COLLECTION SYSTEM PROJECT**

**CONTRACT**

THIS CONTRACT is made and entered into this 7<sup>th</sup> day of May, 2024, between the **CITY OF COEUR D’ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as “CITY,” and **DW EXCAVATING, INC.**, a corporation duly organized and existing under and by virtue of the laws of the state of Washington, with its principal place of business at 215 Park Street/P.O. Box 1089, Davenport, WA 99122, hereinafter referred to as the “CONTRACTOR.”

WITNESSETH:

WHEREAS the CONTRACTOR has been awarded the Contract for the 2024 Collection System Project in Coeur d’Alene, according to plans and specifications on file in the office of the City Clerk of the CITY, which plans and specifications are entitled:

**City of Coeur d’Alene – Wastewater Utility – 2024 Collection System Project**

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

The CONTRACTOR shall employ appropriate means to prevent accidents and defend the CITY from all claims for injury to person or property resulting from the CONTRACTOR’s actions or omissions in performance of this Contract, and to that end shall maintain insurance of the type and in the amount specified in the Contract Documents, including the Standard General Conditions and Supplementary General Conditions applicable to this Project. Certificates of Insurance, providing at least thirty (30) days’ written notice to the City prior to cancellation of the policy, shall be filed in the office of the City Clerk.

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

under the Idaho Worker’s Compensation Law including, at the option of the CITY, a surety bond in an amount sufficient to make such payments.

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

The CITY shall pay to the CONTRACTOR, for the work, services and materials herein provided to be done and furnished by it, a sum not to exceed **Seven Hundred Seventy-four Thousand Five Hundred Twelve and no/100 Dollars (\$774,512.00)**, as provided in the Unit Price Schedule. Partial payment shall be made by the end of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%) provided that the estimate is submitted to the CITY by the first Tuesday of the month. Final payment shall be made within thirty (30) days after completion of all work and acceptance by the City Council, provided that the CONTRACTOR has submitted to the Idaho State Tax Commission the request for tax release form and submitted to the CITY a release of liability for taxes.

**BID SCHEDULE**

NO.	DESCRIPTION	QUAN.	UNIT	PRICE	PRICE
<b>BASE BID</b>					
<b>SCHEDULE A: 19th and 20th Street Gravity Sewer</b>					
2010.4.1.A.1	Mobilization	1	LS	\$44,900.00	\$44,900.00
1103.4.1.A.1	Construction Traffic Control	1	LS	\$33,000.00	\$33,000.00
303.4.1.A.1	Exploratory Excavation	2	HR	\$265.00	\$530.00
201.4.1.D.1	Removal of Existing Asphalt	4,058	SY	\$4.00	\$16,232.00
307.4.1.G.1	T type "B" Surface Restoration (Superpave HMA, Class SP-3, ½" Aggregate)	4,058	SY	\$53.00	\$215,074.00
501.4.1.B.1	Gravity Sewer – Size 8" – Type PVC ASTM 3034	1,978	LF	\$95.00	\$187,910.00
601.4.1.A.1	Storm Drain Pipe – Size 8" – Type PVC ASTM D2241 CL 160	8	LF	\$279.00	\$2,232.00
502.4.1.A.1	Sanitary Sewer Manhole – 48" Diameter	5	EA	\$3,400.00	\$17,000.00
502.4.1.E.1	Shallow Sewer Manhole – 48" Diameter	1	EA	\$2,900.00	\$2,900.00
502.4.1.G.1	Remove and Dispose of Existing Sanitary Manhole	5	EA	\$612.00	\$3,060.00
502.4.1.H.1	Abandon Existing Sanitary Manhole	1	EA	\$1,380.00	\$1,380.00
504.4.1.A.1	Sewer Service Line – Size 4" – Type PVC ASTM 3034	21	LF	\$57.00	\$1,197.00
SP-01500.4.1.A.1	Construction Facilities and Temporary Controls	1	LS	\$1,200.00	\$1,200.00
SP-02547.4.1.A.1	Bypass Pumping	1	LS	\$17,000.00	\$17,000.00
<b>SCHEDULE A (BASE BID) TOTAL</b>					<b>\$543,615.00</b>

ADDITIVE ALTERNATE NO.1					
SCHEDULE B: Cherrywood Dr. Gravity Sewer					
2010.4.1.A.1	Mobilization	1	LS	\$11,000.00	\$11,000.00
1103.4.1.A.1	Construction Traffic Control	1	LS	\$9,200.00	\$9,200.00
303.4.1.A.1	Exploratory Excavation	2	HR	\$265.00	\$530.00
201.4.1.D.1	Removal of Existing Asphalt	503	SY	\$6.00	\$3,018.00
307.4.1.G.1	Type "B" Surface Restoration (Superpave HMA, Class SP-3, ½" Aggregate)	503	SY	\$62.00	\$31,186.00
307.4.1.A.1	Miscellaneous Surface Restoration	19	SY	\$40.00	\$760.00
501.4.1.B.1	Gravity Sewer – Size 8" – Type PVC ASTM 3034	99	LF	\$136.00	\$13,464.00
502.4.1.A.1	Sanitary Sewer Manhole – 48" Diameter	2	EA	\$3,925.00	\$7,850.00
401.4.1.A.1	Water Main - Size 6" - Type PVC AWWA C900	40	LF	\$425.00	\$17,000.00
405.4.1.A.1	Pipe Casing for Non-Potable Water Line Separation - Size 8" - Type PVC AWWA C900	50	LF	\$119.00	\$5,950.00
502.4.1.G.1	Remove and Dispose of Existing Sanitary Manhole	1	EA	\$612.00	\$612.00
504.4.1.A.1	Sewer Service Line – Size 4" – Type PVC ASTM 3034	65	LF	\$57.00	\$3,705.00
SP-01500.4.1.A.1	Construction Facilities and Temporary Controls	1	LS	\$365.00	\$365.00
<b>SCHEDULE B TOTAL</b>					<b>\$104,640.00</b>

ADDITIVE ALTERNATE NO. 2					
SCHEDULE C: Homestead Ave. Gravity Sewer					
2010.4.1.A.1	Mobilization	1	LS	\$10,400.00	\$10,400.00
1103.4.1.A.1	Construction Traffic Control	1	LS	\$17,400.00	\$17,400.00
303.4.1.A.1	Exploratory Excavation	2	HR	\$265.00	\$530.00
201.4.1.D.1	Removal of Existing Asphalt	331	SY	\$6.00	\$1,986.00
307.4.1.G.1	Type "B" Surface Restoration (Superpave HMA, Class SP-3, ½" Aggregate)	349	SY	\$63.00	\$21,987.00
307.4.1.A.1	Miscellaneous Surface Restoration	331	SY	\$15.00	\$4,965.00
401.4.1.A.1	Water Main - Size 6" - Type PVC AWWA C900	20	LF	\$690.00	\$13,800.00
501.4.1.B.1	Gravity Sewer – Size 8" – Type PVC ASTM 3034	361	LF	\$104.00	\$37,544.00
502.4.1.A.1	Sanitary Sewer Manhole – 48" Diameter	1	EA	\$3,800.00	\$3,800.00
502.4.1.E.1	Shallow Sewer Manhole – 48" Diameter	1	EA	\$3,000.00	\$3,000.00
706.4.1.A.1	Concrete Curb – Size Standard 6-inch	18	LF	\$142.00	\$2,556.00
502.4.1.G.1	Remove and Dispose of Existing Sanitary Manhole	2	EA	\$612.00	\$1,224.00
SP-01500.4.1.A.1	Construction Facilities and Temporary Controls	1	LS	\$365.00	\$365.00
SP-02547.4.1.A.1	Bypass Pumping	1	LS	\$6,700.00	\$6,700.00
<b>SCHEDULE C TOTAL</b>					<b>\$126,257.00</b>
<b>BASE BID + ADDITIVE ALTERNATE TOTAL (SCHEDULES A+B+C)</b>					<b>\$774,512.00</b>

The Work shall be substantially complete within the calendar days listed below (for the Contract Award, as applicable) after the date when the Contract Times commence to run, as provided in Paragraph 2.03 of the Standard General Conditions and completed and ready for final payment in accordance with Paragraph 14.07 of the Standard General Conditions within **thirty (30) calendar days** after the date of substantial completion.

<b>CONTRACT TIME</b>	<b>CONTRACT AWARD</b>	<b>CALENDAR TIME (DAYS)</b>
Substantial Completion	Base Bid (Schedule A)	<b>30</b> calendar days
Substantial Completion	Add. Alt. (Schedule B)	Additional <b>20</b> calendar days shall be added to Base Bid Contract Times
Substantial Completion	Add. Alt. (Schedule C)	Additional <b>20</b> calendar days shall be added to Base Bid Contract Times
Final Completion	any	<b>30</b> calendar days

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

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

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

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

Pursuant to Idaho Code § 18-8703, CONTRACTOR certifies that it is not, and will not for the duration of this Agreement become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the “No Public Funds for Abortion Act,” Idaho Code §§ 18-8701 et seq.

The CONTRACTOR further agrees that, in consideration of securing the business of constructing the works to be constructed under this Contract, recognizing the business in which it is engaged is of a transitory character and that in the pursuit thereof, its property used therein may be outside the state of Idaho when taxes, excises or license fees to which it is liable become payable:

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

CONTRACTOR further agrees to comply with all the requirements of **Attachment 1**, which is incorporated herein by reference.

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

For the faithful performance of this Contract in accordance with the plans and specifications and payment for all labor and materials, the CONTRACTOR shall execute a good and sufficient performance bond and a payment bond, each in the amount of one hundred percent (100%) of the total amount of the bid as herein before stated, said bonds to be executed by a surety company authorized to do business in the state of Idaho.

The term "CONTRACT DOCUMENTS" are defined in "Standard General Conditions of the Construction Contract" ISPWC Division 100.

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

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

**CITY OF COEUR D'ALENE**

**CONTRACTOR  
DW EXCAVATING, INC.**

By \_\_\_\_\_  
James Hammond, Mayor

By \_\_\_\_\_  
\_\_\_\_\_ (printed name)  
\_\_\_\_\_ (title)

ATTEST:

ATTEST:

\_\_\_\_\_  
Renata McLeod, City Clerk

\_\_\_\_\_  
Corporate Secretary

## Attachment 1

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

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

**1. Compliance with Regulations**

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

**2. Non-discrimination**

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

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

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

**4. Information and Reports**

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

**5. Sanctions for Non-compliance**

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

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

**Incorporation of Provisions**

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

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

## STAFF REPORT

**DATE:** MAY 7, 2024

**FROM:** RENATA MCLEOD, MUNICIPAL SERVICES DIRECTOR/CITY CLERK

**SUBJECT:** APPROVAL OF A MEMORANDUM OF UNDERSTANDING WITH THE DOWNTOWN ASSOCIATION (DTA)

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**DECISION POINT:** Should City Council approve the proposed Memorandum of Understanding with the Downtown Association (DTA) for the 2024 and 2025 Parades?

**HISTORY:** At the July 19, 2022, Council meeting, Council requested staff to begin looking at the option of entering into agreements for some of the large special events held in the City. Agreements allow the City to negotiate with the sponsor to take on additional responsibilities, such as providing volunteers to man non-emergency intersections, placement of no-parking signs, use of certified flaggers, and payment in addition to the general fees. After having completed the 2023 year of Parades, the City has prepared traffic control plans for each event and believes that an agreement referencing the pre-approved plans should be in place for the next two years. The MOU clarifies roles and responsibilities so there are no questions or conflicts on the day of the Events. The St. Patrick's Day event has already taken place under a separate agreement for this year but is included in the agreement for the 2025.

**FINANCIAL ANALYSIS:** The fee included under the Memorandum is based on current special event fees for 2024 with a 5% increase for 2025. The total for all parades equals \$3,750.00 (however, \$150.00 for the 2024 St. Patrick's Day Parade has already been paid) for the 2024 event year and increase by 5% for the 2025 event year, for a total of \$3,937.50. The 2024 cost is based on the following event costs for 2024: St. Patrick's Day \$150.00; Car d 'Lane \$1,050.00; Street Fair \$1,800.00; and the Christmas Parade, Lighting Ceremony and Fireworks Display \$750.00. A security deposit of \$1,000.00 shall be retained for the year to cover all events. Payment of fees and security shall be made on or before March 1 of each year.

There are some legal restrictions regarding covering the costs of any events, including that the fee must be reasonably related to actual cost to the City and cannot be higher than actual cost to the City for the event. When there is a controversial political message which might offend spectators, it is unconstitutional to add to the fees in anticipation of first amendment activity. Further, any fee that is based on the content of the message violates the First Amendment. While there are additional costs to City departments for parades, the DTA has additional expenses as well.

As provided in the previous staff reports the DTA has estimated their costs for the high impact events to be approximately \$45,950 and the City's cost for the annual parades is approximately \$59,584. The Hagadone Hospitality Co. will provide a complementary Fireworks display for the lighting parade and has agreed to provide staffing for the intersection at 1<sup>st</sup> and Sherman to manage traffic in and out of the Resort. The MOU outlines the responsibilities of the City and

DTA, in order to clarify each entities rolls and responsibilities and helps to level out the expenses for these types of community events. Staff from the affected departments have been included in the discussion regarding a combined agreement, which reflects all of their inputs.

**DECISION POINT/RECOMMENDATION:** Council should approve the proposed Memorandum of Understanding with the Downtown Association (DTA) for the 2024 and 2025 Parades.

RESOLUTION NO. 24-039

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE DOWNTOWN ASSOCIATION, FOR PARADES AND EVENTS IN 2024 AND 2025.

WHEREAS, the Municipal Services Director of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a Memorandum of Understanding with the Downtown Associations, for the 2024 and 2025 parades and events, a copy of which is attached hereto as Exhibit "1" and incorporated herein by reference; 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 Memorandum of Understanding.

NOW, THEREFORE,

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

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

DATED this 7<sup>th</sup> day of May, 2024.

\_\_\_\_\_  
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 ENGLISH Voted

COUNCIL MEMBER WOOD Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF COEUR D’ALENE AND  
THE COEUR D’ALENE DOWNTOWN ASSOCIATION, INC.  
FOR THE ST. PATRICK’S DAY PARADE, CAR D’LANE, STREET FAIR, AND THE  
LIGHTING CEREMONY PARADE AND FIREWORKS DISPLAY**

**I. PURPOSE:**

This Memorandum of Understanding (MOU) is between the City of Coeur d’Alene (“CDA”) and the Coeur d’Alene Downtown Association, Inc., (“DTA”), and is intended to document the parties’ understanding of, and agreement to cooperate on, the St. Patrick’s Day Parade, Car d’Lane; Street Fair, and Lighting Ceremony Parade and Fireworks Display (“Parades” or individually “Parade”).

**II. RECITALS:**

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

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

WHEREAS, DTA annually sponsors the Parades in downtown Coeur d’Alene; and

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

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

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

NOW, THEREFORE, it is hereby agreed as follows:

**III. TERMS FOR ALL EVENTS:**

A. DTA hereby agrees:

1. Fees:

a. That total cost shall be \$3,600.00 for the 2024 event year and increase by 5% for the 2025 event year, for a total of \$3,937.50. The 2024 cost is based on the following event costs for 2024: Car

d’Lane \$1,050.00; Street Fair \$1,800.00; and the Lighting Parade Ceremony and Fireworks Display \$750.00; and

- b. That a security deposit of \$1,000.00 shall be retained for the year to cover all events. Payment of fees and security shall be made on or before March 1 of each year.

2. Traffic Control:

- a. That any requested amendments to the approved traffic control plan must be presented to CDA no less than ninety (90) days prior to the event;
- b. To meet with CDA at least fourteen (14) days prior to the date of each Parade, or as soon as possible after CDA completes the traffic control plan, to review the approved traffic control plan;
- c. To provide qualified adults (“Monitors”) to monitor and oversee the traffic control devices used for the Parades, in the number and locations as determined by the traffic control plans prepared by CDA. A qualified adult is a responsible person over the age of eighteen (18) who has received adequate instruction/training from DTA regarding the proper methods of traffic control for parades;
- d. To arrange with the City for the training of the Monitors, which training shall take place at least two (2) weeks prior to each Parade;
- e. To supervise the Monitors in a reasonable and professional manner, and to provide and require said Monitors to wear a safety vest at all times when on duty, and to carry identification showing that they are authorized to control the traffic control devices on behalf of DTA;
- f. To assure that the traffic control devices supplied by CDA remain in their proper positions in accordance with the traffic control plans to ensure that traffic from side streets do not enter the parade/event route until the Parade is completed;
- g. That the Monitors are not employees, volunteers, or agents of CDA, but act entirely under the authority and responsibility of DTA;
- h. That, when certified flaggers are required, the DTA will enter into a contract for the certified flaggers at least ninety (90) days prior to the Event and provide a copy of the contract to CDA;

- i. That it will notify the Streets & Engineering Department at least two (2) days in advance that it will pick up the required “No Parking” signs, or in the alternative, if DTA desires the Streets & Engineering Department to deliver the “No Parking” signs, DTA will notify the Streets & Engineering Department at least seven (7) before the desired delivery date; and
- j. That no more than three (3) days and no less than two (2) days prior to the date of each Parade, DTA will place “No Parking” signs, approved and supplied by CDA, as indicated in the applicable traffic control plan. DTA is responsible for inserting the appropriate information on the “No Parking” signs, and for removing the information and returning the cleaned signs to CDA within twenty-four (24) hours after the Parade, unless otherwise noted. DTA is responsible for ensuring that the signs remain in their proper positions until DTA removes them. DTA shall contact the Coeur d’Alene Police Department for the towing of vehicles parked in violation of the signs.

3. Miscellaneous:

- a. To provide sufficient fixed street trash disposal containers and green cans capable of holding all trash generated by each Parade, placed at convenient locations. The containers shall be emptied periodically as necessary in order to ensure, at all times, public access to and use of the containers;
- b. To maintain general liability insurance with limits of at least \$500,000, proof of which shall be provided to the City, naming CDA as an additional insured;
- c. To hold harmless, and indemnify CDA, its officers, agents, and employees, from and against any and all damages or liability to the extent such arises out of the DTA’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; and
- d. Neither party shall be liable to the other for indirect, consequential, or incidental damages that may result from this Agreement or related projects. Each party shall be liable for any and all claims, damages, or suits arising from the acts, omission or negligence of its officers, agents and employees.

4. Post Event:
  - a. That it will begin cleaning the Parade route and removing any DTA property that was placed for the Parade at the conclusion of each Parade; and
  - b. That it will participate in a debriefing session with CDA within one (1) week of the conclusion of each Parade, or such other time as agreed by CDA.

B. CDA hereby agrees:

1. To provide agreed upon traffic control plans for the Parades labeled as follows: Exhibit "A," St. Patrick's Day Parade; Exhibit "B," Coeur d'Alene Event; Exhibit "C" Street Fair Event; and Exhibit "D," Lighting Ceremony Parade;
2. To meet with DTA at least fourteen (14) days prior to the date of each Parade to review the applicable traffic control plan;
3. To provide DTA with "No Parking" signs sufficient to comply with the traffic control plan at least three (3) days before each Parade;
4. That the Coeur d'Alene Police Department will coordinate towing of vehicles parked in violation of the "No Parking" signs with DTA; and
5. To remove the traffic control devices following the conclusion of each Parade.

**IV. SPECIAL TERMS FOR THE ST. PATRICK'S DAY PARADE:**

A. DTA hereby agrees:

1. To sponsor, organize, and manage the Parade March 15, 2025, in Coeur d'Alene, Idaho;
2. That the Parade route shall be on E. Sherman Avenue from 8<sup>th</sup> Street to 1<sup>st</sup> Street, with an assembly area on E. Sherman Avenue from 11<sup>th</sup> Street to 8<sup>th</sup> Street;
3. That DTA may begin staging for the Parade no earlier than 1:00 p.m., on the day of the Parade;
4. That the Parade shall start at 3:00 p.m. and be completed by 4:00 p.m.; and

5. Post Event:

- a. To complete clean-up no later than 6:00 p.m. on the day after the Parade.

B. CDA hereby agrees:

1. To provide and set up traffic control devices needed to comply with the traffic control plan. Set up shall begin at least two (2) hours prior to the Parade; and
2. To remove the traffic control devices following the conclusion of the Parade.

**V. SPECIAL TERMS FOR CAR D'LANE:**

A. DTA hereby agrees:

1. To sponsor for Car D' Lane on Friday, June 14, through Saturday June 15, 2024, and Friday, June 13, through Saturday June 14, 2025, in Coeur d'Alene, Idaho;
2. To be solely responsible for the organization and operation of the "Cruise" on Friday and the Car Show on Saturday, except as set out in paragraph IV(B) of this MOU;
3. That the Cruise route shall be on E. Sherman Avenue from 2<sup>nd</sup> Street to 11<sup>th</sup> Street, S. 9<sup>th</sup> Street from E. Sherman Avenue to E. Mullan Avenue, E. Mullan Avenue from S. 9<sup>th</sup> Street to S. 11<sup>th</sup> Street, S. 11<sup>th</sup> Street from E. Mullan Avenue to E. Sherman Avenue, N. 8<sup>th</sup> Street from E. Sherman Avenue to E. Lakeside Avenue, E. Lakeside Avenue from 8<sup>th</sup> Street to 4<sup>th</sup> Street, N. 4<sup>th</sup> Street from E. Lakeside Avenue to E. Wallace Avenue, E. Wallace Avenue from 4<sup>th</sup> Street to 2<sup>nd</sup> Street, and N. 2<sup>nd</sup> Street from E. Wallace Avenue to E. Sherman Avenue;
4. That cars in the Car Show may be parked on both sides of E. Sherman Avenue from 1<sup>st</sup> Street to 7<sup>th</sup> Street, on the west side of 4<sup>th</sup> Street from E. Front Avenue to E. Lakeside Avenue, on the west side of 5<sup>th</sup> Street from E. Sherman Avenue to E. Front Avenue, and on E. Front Avenue from 3<sup>rd</sup> Street to 6<sup>th</sup> Street. Vendors may be located on both sides of E. Sherman Avenue between 5<sup>th</sup> Street and 6<sup>th</sup> Street. There is the potential for overflow parking on the west side of N. 5<sup>th</sup> Street from E. Sherman Avenue to E. Lakeside, and on the west side of 6<sup>th</sup> Street between E. Front

Avenue and E. Lakeside Avenue. The Young Builders Alley shall be located on E. Front Avenue from 5<sup>th</sup> Street to 6<sup>th</sup> Street;

5. That DTA may begin assembly for the Cruise no earlier than 4:00 p.m. on Friday. No more than eight-hundred (800) vehicles will be authorized to participate in the Cruise;
6. That the Cruise shall start at 6:00 p.m., and be completed by 9:00 p.m., on Friday, PROVIDED, the DTA and Police Department may agree to close the Cruise earlier in the interest of safety;
7. That any pre-Cruise activities within the Cruise route may not begin before 5:30 p.m. and must be completed by 6:00 p.m.;
8. That the Car Show shall be on Saturday, from 5:00 a.m. until 4:00 p.m.;
9. Traffic Control:
  - a. To maintain a line of direct communication with the CDA Police command center throughout the Parade by a person who has authority to make decisions and bind DTA as may be required;
  - b. That, during the Cruise, vehicles exiting the Coeur d'Alene Resort shall be directed to turn left onto E. Sherman Avenue at 2<sup>nd</sup> Street. On the day of the Car Show, vehicles exiting the Coeur d'Alene Resort shall be directed to proceed north on 2<sup>nd</sup> Street, and through traffic shall be allowed on 3<sup>rd</sup> Street; and
  - c. That travel lanes on 3<sup>rd</sup> Street, 4<sup>th</sup> Street, and 7<sup>th</sup> Street shall remain clear and available for emergency vehicles during the events. On Saturday, E. Front Avenue will be closed to through traffic, but vehicles in the McEuen parking lot will be allowed to exit at 3<sup>rd</sup> Street to travel north and at 6<sup>th</sup> Street to travel east on E. Front Avenue.
10. Miscellaneous:
  - a. To provide three (3) ADA compliant portable toilets for vendors and customers, placed in accordance to the traffic control plan. All portable toilets shall be equipped with, or shall be accompanied by, an approved hand washing/hand sanitizing station. Portable toilets shall be located so as to not obstruct existing structures, utilities, doorways, or pedestrian travel paths, and in such a manner as to not be potentially impacted by site conditions. All portable toilets shall be monitored and serviced by a person, firm or corporation engaged in the business of cleaning or emptying portable toilets,

and recharged at a sufficient frequency to prevent the escape of offensive odors or spillage. It is DTA's responsibility to ensure that portable toilets are not used in a dangerous or inappropriate manner and shall be secured during periods of inactivity. Portable toilets shall be in place and operational before staging for the Cruise;

- b. That it will pull tent permits through the Fire Department in advance of the Parade; and
- c. That it will require a Fire Department approved fire extinguisher in each vehicle and two (2) fire extinguishers at the announcer's stand.

10. Post Event:

- a. That at 4:30 p.m. on Saturday, DTA will begin cleaning the Parade sites, removing any DTA property that was placed for the Parade;
- b. Clean-up shall be completed no later than 6:00 p.m. on Saturday; and
- c. That it will participate in a debriefing session with CDA within one (1) week of the conclusion of the Parade, or such other time as agreed by the parties.

B. CDA hereby agrees:

- 1. To close the appropriate streets no later than 4:00 p.m. on Friday, and to provide and set up traffic control devices needed to comply with the traffic control plan for the Cruise;
- 2. To begin removing the traffic barricades following the conclusion of the Cruise, except for those needed for the Car Show. E. Sherman Avenue will remain closed to traffic from 1<sup>st</sup> Street to 7<sup>th</sup> Street for the Car Show until 4:30 p.m. on Saturday, when CDA shall begin to remove the remaining traffic barricades;
- 3. To direct traffic on southbound Northwest Boulevard onto E. Garden Avenue;
- 4. To close the 100 block of S. 5<sup>th</sup> Street as a staging area for the Police Department; and

5. That it will participate in a debriefing session with DTA within one (1) week of the conclusion of the Parade, or such other time as agreed by the parties.

**VI. SPECIAL TERMS FOR STREET FAIR:**

A. DTA hereby agrees:

1. To sponsor the Street Fair on Friday through Sunday, August 2, 2024, through August 4, 2024, and Friday through Sunday, August 1, 2025, through August 3, 2025, in Coeur d'Alene, Idaho;
2. That the Street Fair shall be located on City streets on Northwest Blvd. from Lakeside Ave. to 1<sup>st</sup> Street, and on Sherman Avenue from 1<sup>st</sup> Street to 7<sup>th</sup> Street;
3. That DTA may begin set up for the Street Fair no earlier than 5:30 a.m., on Friday, August 2, 2024, and Friday August 1, 2025;
4. That the hours of the Street Fair shall be from 10:00 a.m. to 8:00 p.m. on Friday and Saturday, and from 10:00 a.m. to 5 p.m. on Sunday;
5. Traffic Control: The cleaned "No Parking" signs shall be returned to CDA no later than noon on the Tuesday following the end of the Street Fair;
6. Miscellaneous:
  - a. That it will pull tent permits through the Fire Department in advance of the event; and
  - b. To provide twelve (12) portable toilets for vendors and customers, placed in accordance to the traffic control plan. All portable toilets shall be equipped with, or shall be accompanied by, an approved hand washing/hand sanitizing station. Portable toilets shall be located so as to not obstruct existing structures, utilities, doorways, or pedestrian travel paths, and in such a manner as to not be potentially impacted by site conditions. All portable toilets shall be monitored and serviced by a person, firm or corporation engaged in the business of cleaning or emptying portable toilets and recharged at a sufficient frequency to prevent the escape of offensive odors or spillage. It is DTA's responsibility to ensure that portable toilets are not used in a dangerous or inappropriate manner, and shall be secured during periods of inactivity. At least two (2) of the portable toilets shall be ADA compliant. Portable toilets shall be placed and operational prior to setup.

7. Post Event:

- a. That it will begin cleaning the Street Fair venue and removing any DTA property that was placed for the Street Fair at 5:00 p.m. on Sunday; and
- b. Clean-up shall be completed no later than 11:00 p.m. on the day after the Parade is concluded.

B. CDA hereby agrees:

1. To provide and set up traffic control devices needed to comply with the traffic control plan. Streets shall be blocked by 5:00 a.m. on the Friday of the Parade; and
2. To remove the traffic control devices no earlier than 6:30 p.m. on the Sunday of the Parade.

**VII. SPECIAL TERMS FOR THE LIGHTING CEREMONY PARADE AND FIREWORKS DISPLAY:**

A. DTA hereby agrees:

1. To sponsor, organize, and manage the Parade on Friday, November 29, 2024, and Friday November 28, 2025, on E. Sherman Avenue in Coeur d'Alene, Idaho;
2. That the Parade route shall be on E. Sherman Avenue from 8<sup>th</sup> Street to the intersection of Northwest Boulevard and Government Way, with a staging area on Sherman Avenue from 8<sup>th</sup> Street to 11<sup>th</sup> Street. DTA will inform Parade participants to exit at the end of the Parade from Northwest Boulevard onto N. Government Way, and DTA shall station personnel at that intersection to assure compliance;
3. That it may begin staging for the Parade no earlier than 3:30 p.m. on the day of the Parade;
4. That the Parade shall start at 5:00 p.m. and be completed by 6:00 p.m. on the day of the Parade;
5. That it will ensure the Fireworks display by the Hagadone Hospitality Co. ("HHC") shall begin no earlier than 6:00 p.m. on the day of the Parade, and be completed by 8:00 p.m.;

6. Traffic Control:

- a. That this event requires a minimum of twenty (20) certified flaggers to assist with traffic control for traffic exiting the downtown area after the Parade. As such, the DTA shall contract for the flaggers at least ninety (90) days prior to the Parade and provide a copy of the contract to CDA by September 2, 2024, and September 1, 2025. DTA will provide up to six (6) DTA employee/volunteer flaggers in addition to the minimum of 20 contracted certified flaggers.

7. Miscellaneous:

- a. To provide seven (7) portable toilets for participants and spectators, placed in accordance to the traffic control plan. All portable toilets shall be equipped with, or shall be accompanied by, an approved hand washing/hand sanitizing station. Portable toilets shall be located so as to not obstruct existing structures, utilities, doorways, or pedestrian travel paths, and in such a manner as to not be potentially impacted by site conditions. All portable toilets shall be monitored and serviced by a person, firm or corporation engaged in the business of cleaning or emptying portable toilets and recharged at a sufficient frequency to prevent the escape of offensive odors or spillage. It is DTA's responsibility to ensure that portable toilets are not used in a dangerous or inappropriate manner, and shall be secured during periods of inactivity. At least two (2) of the portable toilets shall be ADA compliant; portable toilets shall be placed and operational prior to staging.

8. That DTA, including its agents, employees, licensees, and all parade participants, shall be allowed to distribute candy during the Parade in accordance with the following rules:

- a. Candy distribution should be done in a safe and responsible manner at all times and, specifically, candy shall be handed out and not thrown;
- b. Only authorized individuals or groups, such as parade volunteers or event organizers, should be designated as official candy distributors. Unauthorized individuals, including participants or spectators, should not distribute candy during the parade;
- c. Candy Choices: Candy should be individually wrapped and in its original packaging;

- d. Candy should be appropriate for all ages, taking into consideration potential choking hazards for young children;
- e. DTA is responsible for cleaning up any candy wrappers or debris left behind during the Parade. It is important to leave the Parade route clean and free of litter; and
- f. DTA is responsible for enforcing these rules for the distribution of candy during the Parade.

9. Post Event:

- a. To begin cleaning the Parade route and any public property impacted by the Parade, removing all debris and any DTA property that was placed for the Parade, immediately following the Event; and
- b. To complete clean-up no later than 10:00 a.m. on the day following the Parade.

B. CDA hereby agrees:

- 1. To prepare a traffic control plan for the Parade and complete it at least fourteen (14) days prior to the date of the Parade. Among the elements of the plan shall be closure of E. Sherman Avenue from 11<sup>th</sup> Street to the intersection of Northwest Boulevard and Government Way, and a hard closure at 2<sup>nd</sup> Street and E. Sherman Avenue thirty (30) minutes prior to the start of the Parade;
- 2. To make “No Parking” signs sufficient to comply with the traffic control plan available to DTA for pickup by the Monday before the Parade;
- 3. To provide and set up traffic control devices needed to comply with the traffic control plan. Set up shall begin, and E. Sherman Avenue will be closed along the Parade route and assembly area, beginning at 3:00 p.m. on the day of the Parade; and
- 4. To remove the traffic control devices in the staging area after Parade participants have cleared that area, and the remaining traffic control devices following the conclusion of the Fireworks.

**VIII. TERMINATION FOR CONVENIENCE.**

- A. CDA may terminate this Agreement at any time by giving thirty (30) days’ written notice to the DTA of such termination and specifying the effective date of such termination. In the event that CDA terminates this Agreement, any unused

portion of the security deposit and the fees for Parades not held will be refunded by CDA.

- B. The DTA may terminate this Agreement at any time by giving thirty (30) days' written notice to CDA of such termination and specifying the effective date of such termination. In the event that the DTA terminates this Agreement, any unused portion of the security deposit will be refunded by CDA, but no portion of the Parade fees will be refunded.

Dated this 7<sup>th</sup> day of May, 2024.

**CITY OF COEUR D'ALENE**

**ATTEST:**

\_\_\_\_\_  
James Hammond, Mayor

\_\_\_\_\_  
Renata McLeod, City Clerk

**COEUR D'ALENE DOWNTOWN ASSOCIATION**

\_\_\_\_\_  
Emily C. Boyd, Executive Director

**Manifest**

- 109 x R11-2 ROAD CLOSED
- 17 x Cone
- 12 x flagger flagger
- 9 x SC9 (FWY) DETOUR with Arrow
- 2 x CW20-101F CW20-101F
- 2 x SC5 SPECIAL EVENT AHEAD
- 1 x W4-2R Lane Ends

**Date:** 3/18/2023 **Author:** Mike Cummings **Project:** St Patrick's Day Parade

**Comments:**

Prior to event- Approximately 1:00 pm  
 -All road closed barricades and detour signage to be put out per TCP Plan.

1. Zip tie signs from 2nd to 8th six per block.( To be put out 2 to 3 days before event)
2. Tri-pod signs from 8th to 11th eight per block.
3. Special Event sign installed on BLVD at River heading south.

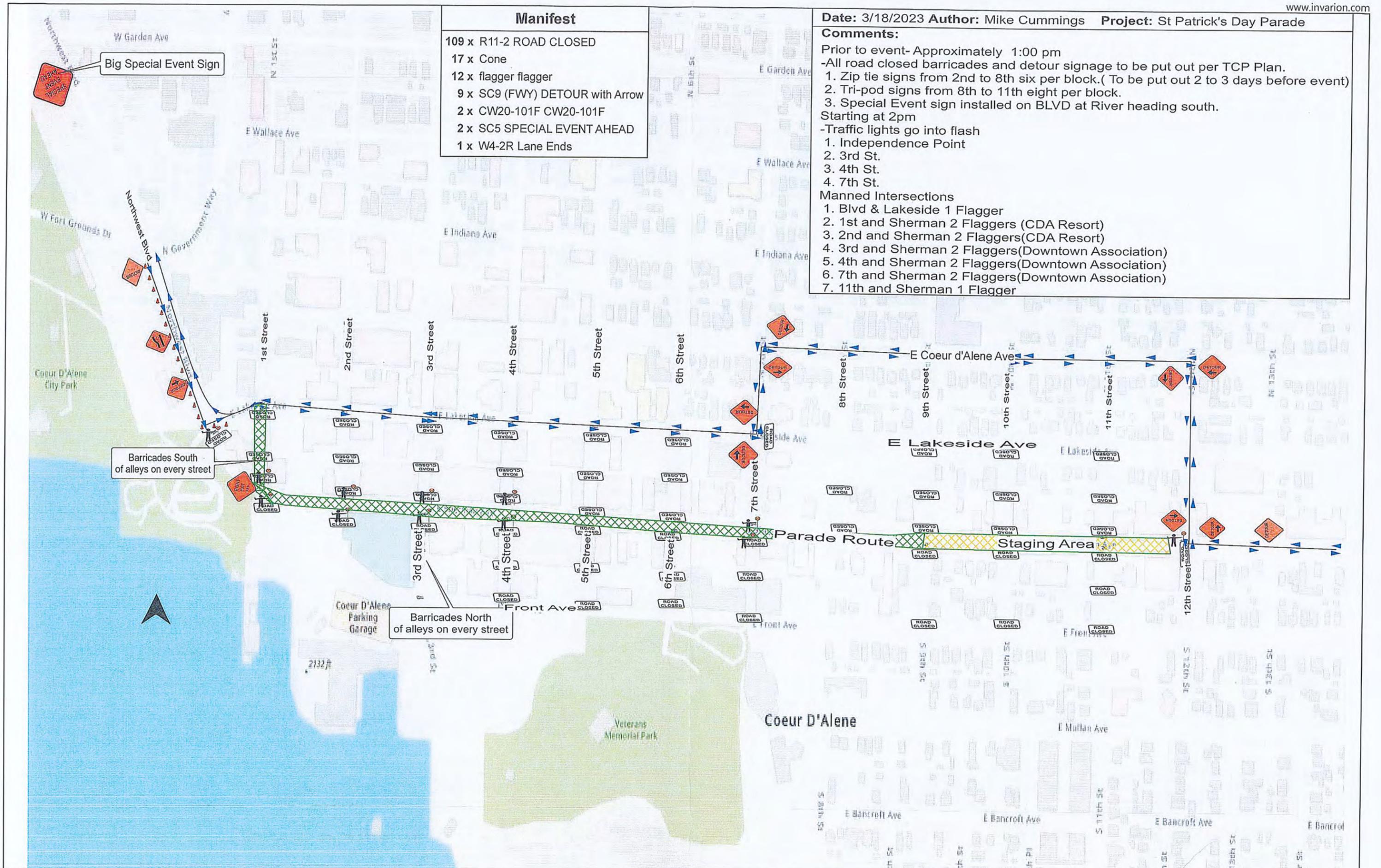
Starting at 2pm

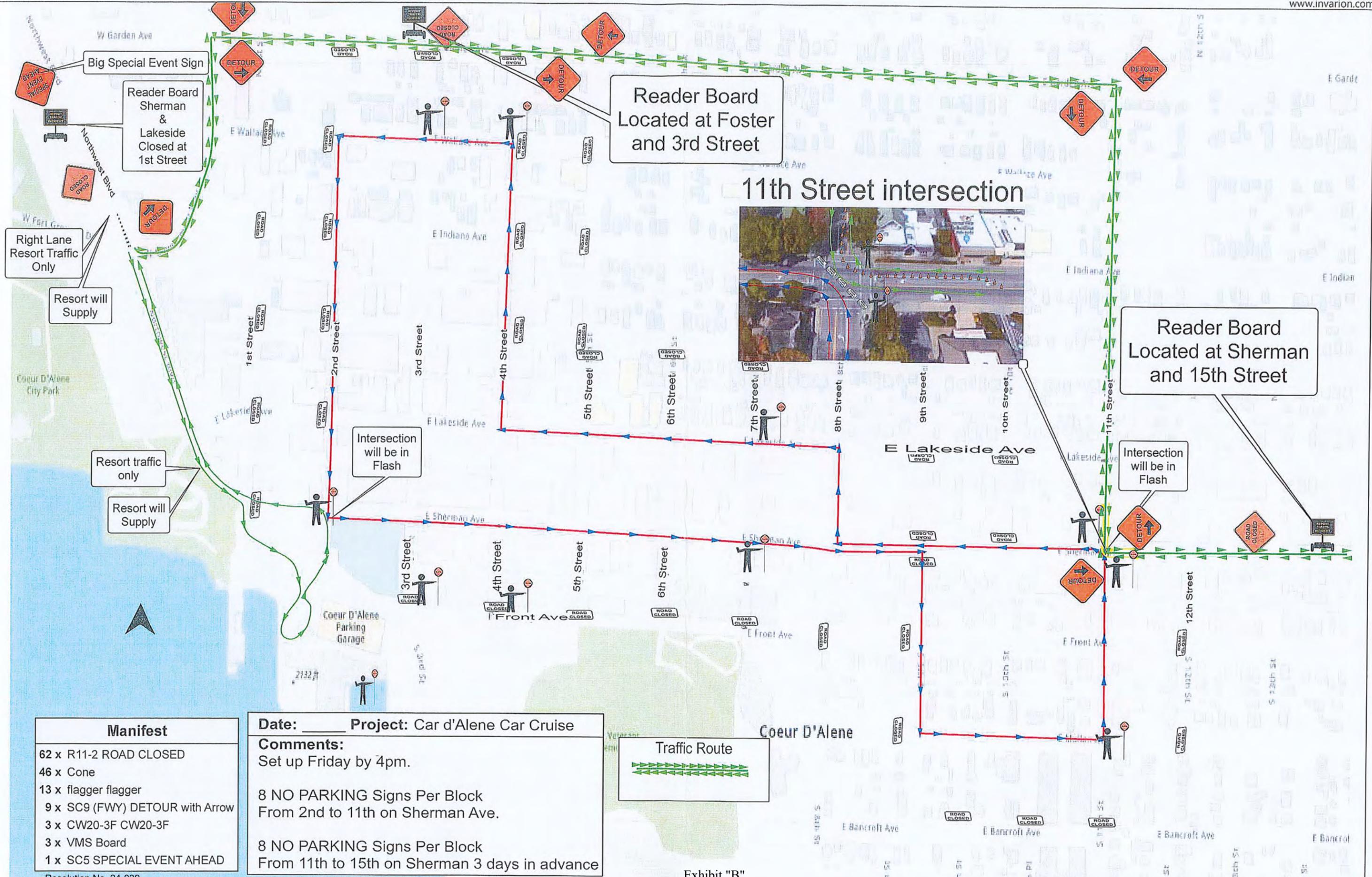
-Traffic lights go into flash

1. Independence Point
2. 3rd St.
3. 4th St.
4. 7th St.

**Manned Intersections**

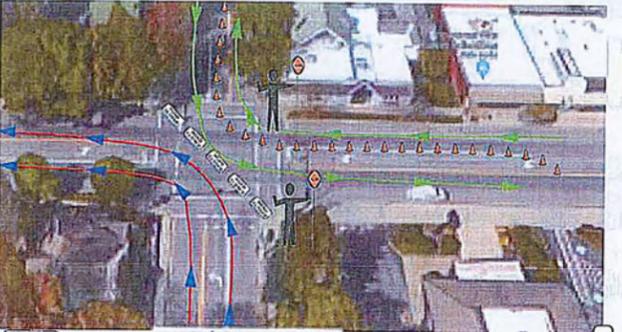
1. Blvd & Lakeside 1 Flagger
2. 1st and Sherman 2 Flaggers (CDA Resort)
3. 2nd and Sherman 2 Flaggers(CDA Resort)
4. 3rd and Sherman 2 Flaggers(Downtown Association)
5. 4th and Sherman 2 Flaggers(Downtown Association)
6. 7th and Sherman 2 Flaggers(Downtown Association)
7. 11th and Sherman 1 Flagger





Reader Board Located at Foster and 3rd Street

11th Street intersection



Reader Board Located at Sherman and 15th Street

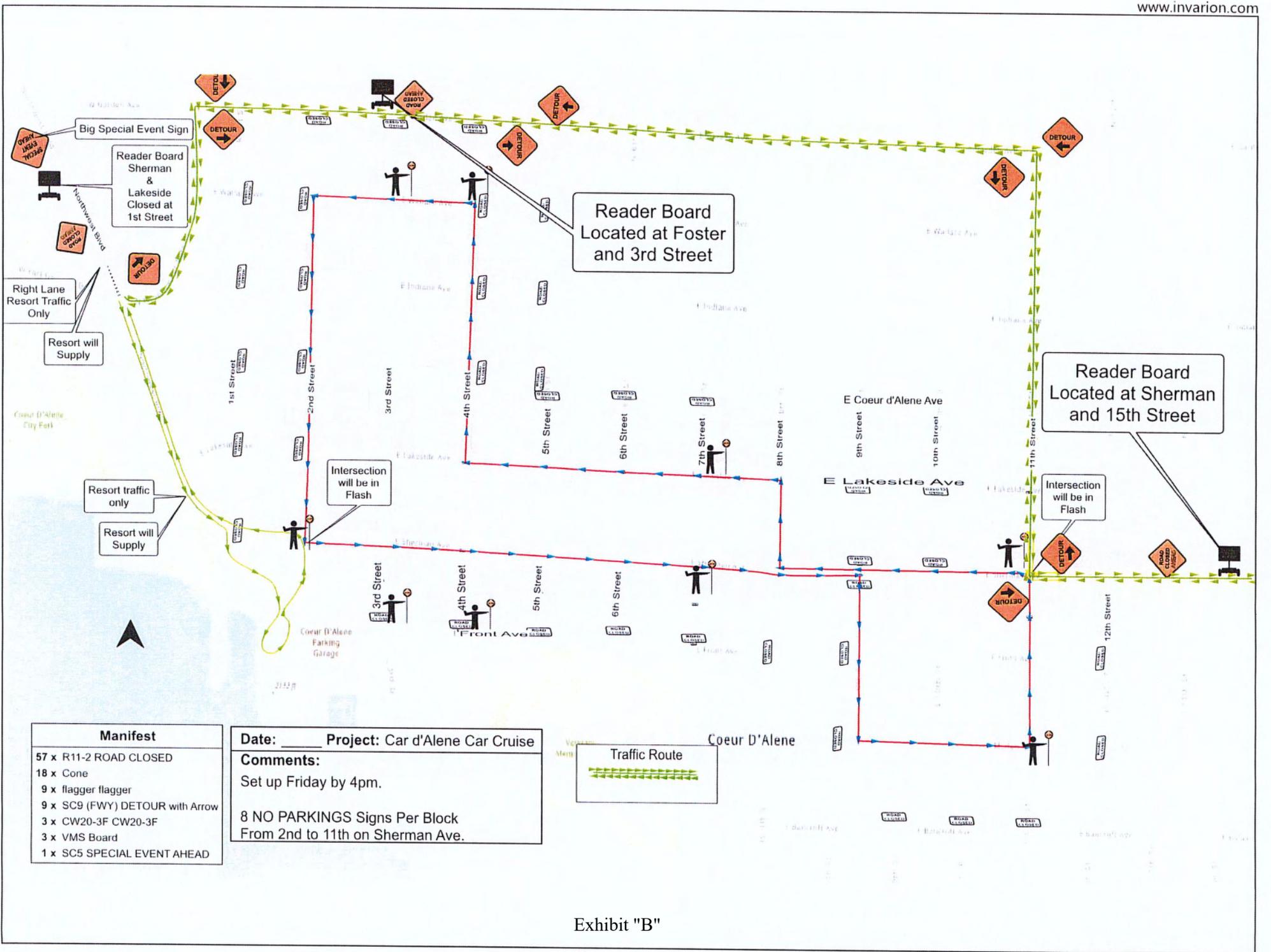
Intersection will be in Flash

Intersection will be in Flash

Traffic Route

Manifest
62 x R11-2 ROAD CLOSED
46 x Cone
13 x flagger flagger
9 x SC9 (FWY) DETOUR with Arrow
3 x CW20-3F CW20-3F
3 x VMS Board
1 x SC5 SPECIAL EVENT AHEAD

**Date:** \_\_\_\_\_ **Project:** Car d'Alene Car Cruise  
**Comments:**  
 Set up Friday by 4pm.  
 8 NO PARKING Signs Per Block  
 From 2nd to 11th on Sherman Ave.  
 8 NO PARKING Signs Per Block  
 From 11th to 15th on Sherman 3 days in advance

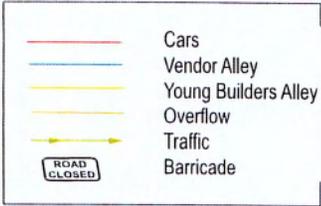


Manifest
57 x R11-2 ROAD CLOSED
18 x Cone
9 x flagger flagger
9 x SC9 (FWY) DETOUR with Arrow
3 x CW20-3F CW20-3F
3 x VMS Board
1 x SC5 SPECIAL EVENT AHEAD

**Date:** \_\_\_\_\_ **Project:** Car d'Alene Car Cruise  
**Comments:**  
 Set up Friday by 4pm.  
 8 NO PARKINGS Signs Per Block  
 From 2nd to 11th on Sherman Ave.

**Traffic Route**

Exhibit "B"



**Date:** 6-16 thru 6-17 **Project:** Car d'Alene  
**Comments:**  
 Barricades in place by 9:00 pm on the 16th.  
 Opened back up by 4:30 pm on the 17th



**Manifest**  
 21 x R11-2 ROAD CLOSED  
 18 x Cone  
 1 x CW20-3F CW20-3F  
 1 x SC5 SPECIAL EVENT AHEAD

Exhibit "B"



**Date:** 8/4/2023 **Author:** Travis Galloway **Project:** Street Fair

**Comments:**  
 Prior to event- Approximately 5am Friday August 4th  
 All road closed barricades and detour signage to be put out per TCP plan.  
 1. Zip tied signs from 2nd to 7th, (8) per block. (put out 2-3 days prior to event)  
 2. Special event sign installed on NW BLVD at River heading south.  
 3. Resort staff responsible for resort traffic signs and placement of them.  
 4. Resort staff responsible for placement of cones for Marina parking on Sherman.  
 Starting at 5AM 8/4/2023-  
 -Traffic lights go into flash-  
 1. Independence Point/Lakeside/ NW Blvd  
 2. 1st St  
 3. 2ns St  
**Manned Intersections-**  
 1. 1st and Sherman (2) Flagger- (CDA Resort Staff)  
 2. 3rd and Sherman (2) Flagger- (Downtown Assoc.)  
 3. 4th and Sherman (2) Flagger- (Downtown Assoc.)

Manifest	
42 x	Cone
38 x	R11-2 ROAD CLOSED
8 x	flagger flagger
6 x	SC9 (FWY) DETOUR with Arrow
2 x	CW20-3F CW20-3F
2 x	SC5 SPECIAL EVENT AHEAD
1 x	CW20-101F CW20-101F

Exhibit "C"





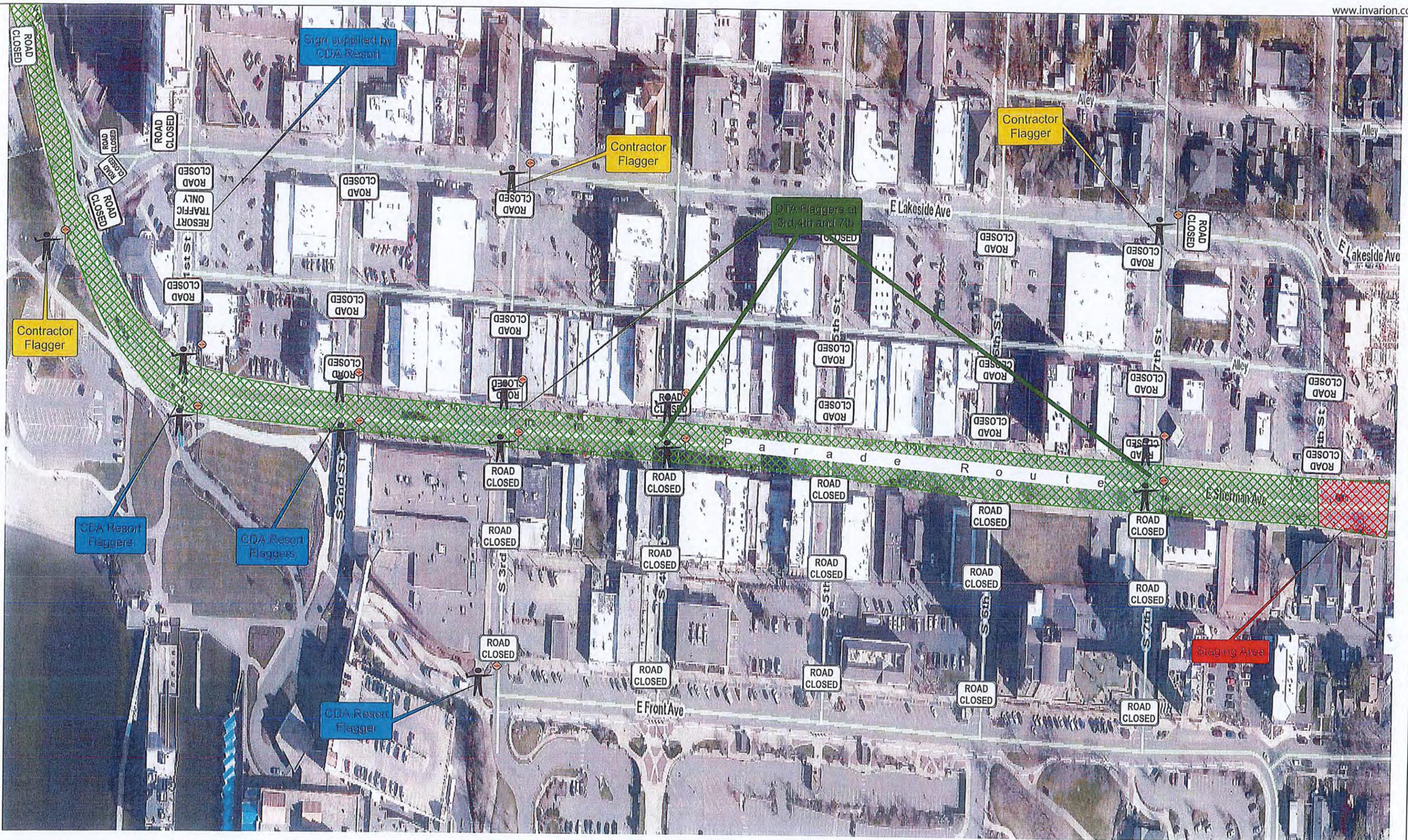


Exhibit "D"

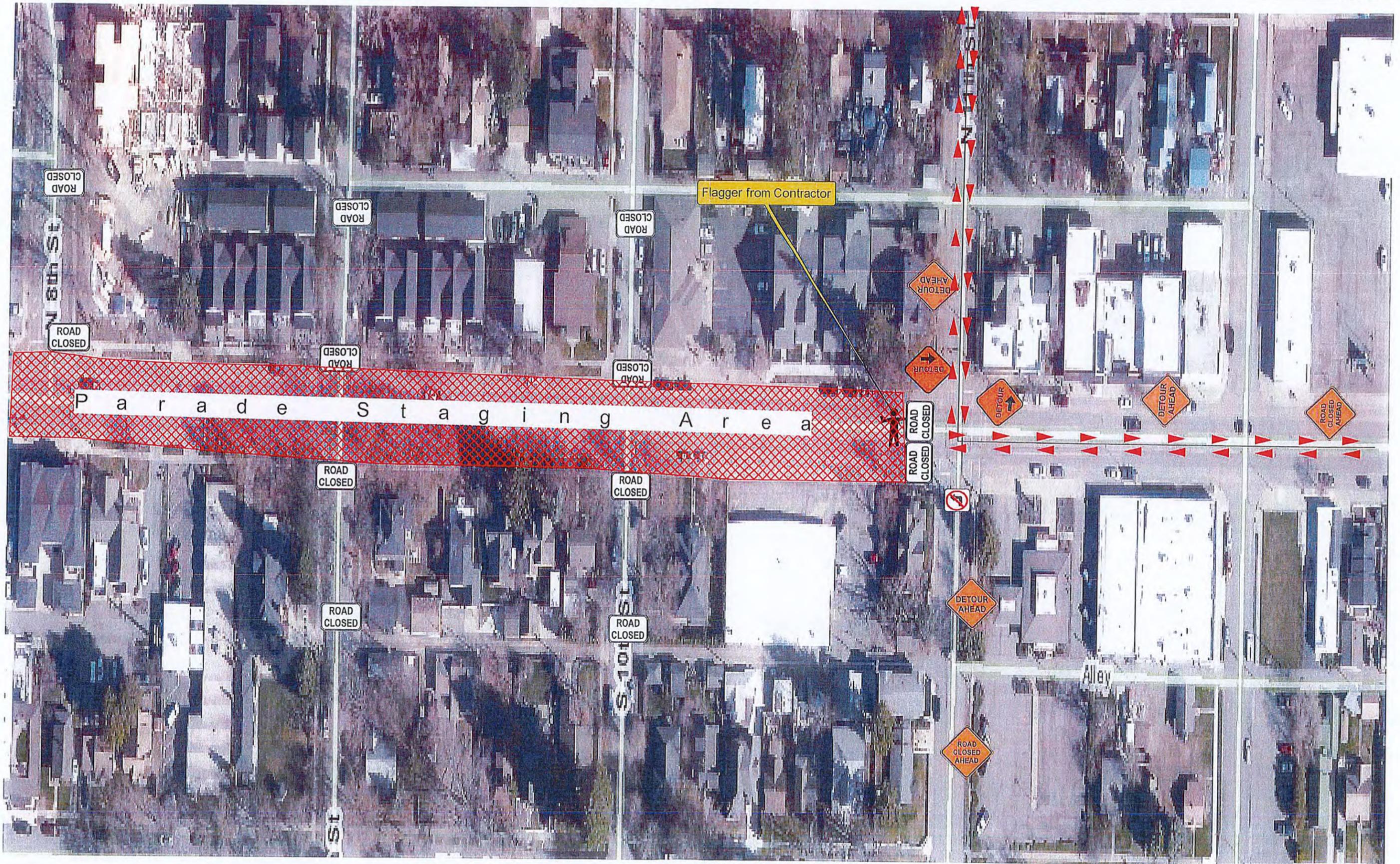


Exhibit "D"

# PUBLIC HEARINGS

## STAFF REPORT

DATE: MAY 7, 2024

FROM: RENATA MCLEOD, MUNICIPAL SERVICES DIRECTOR/CITY CLERK

RE: FEE INCREASES, CIVIL PENALTIES, AND CLARIFICATIONS

---

**DECISION POINT:** Should Council approve fee amendments and civil penalties as proposed by the Administration, Finance, Municipal Services, Parks and Recreation, Planning, Streets and Engineering, and Water Departments?

**HISTORY:** The City is required to hold a public hearing for any proposed fee increase in excess of five percent (5%) pursuant to Idaho Code § 63-1311A. While some of the fees listed below are increasing less than 5%, are simply being clarified, and/or are being removed entirely, and therefore are not required to be included in the public hearing, it is Staff's desire to keep all changes together for ease of tracking. In addition, civil penalties are not "fees" subject to the 5% rule, but are required to be adopted by resolution of Council by various section of the Municipal Code. Therefore, they are included in this proposed Resolution. 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 new proposed fees and text. All other fees not referenced will remain the same.* At the April 22, 2024 General Services/Public Works Committee meeting it was suggested to show the special event fees at a 10% increase for Council discussion purposes, you will see that reflected in that section of this staff report.

**I. ADMINISTRATION:** The Parking Commission was provided the recommendations for the proposed increases in parking fees and penalties. However, it was unable to make a recommendation due to the lack of a quorum at its last meeting. Those members in attendance expressed no concerns about the increases. Based on a review of other cities, it was found that penalties range from \$20.00 to \$150.00, as noted below. Staff is recommending that parking civil penalties be set at \$40.00 (with a warning for the first offense in paid parking lots) and a \$50.00 per day mooring violation penalty which is equal to the proposed moorage daily fee. The handicapped parking violation (\$100.00) is set by the State of Idaho and will remain the same. Based on Staff's review of the current fees, they recommended increases to parking fees based on the location/demand, which resulted in some fees being increased more than others. Some lots do not specifically state that a monthly parking pass is available, so that option was added to those lots for clarity.

Civil Penalty review:

- Post Falls: \$20.00
- Rathdrum: \$50.00- recently increased
- Spokane Valley: \$30.00
- Moscow: \$25.00
- Pocatello: \$30.00
- Caldwell: \$35-150.00 Depending on the violation
- Nampa: \$20.00 -30.00 Depending on the violation

## Coeur d'Alene Avenue Parking Structure

Hourly Rates \$2.00/hour

- ~~0-2 hours~~ No Charge
- ~~3 hours and beyond~~ \$1.00/hour

Secured Parking:

- Monthly permit \$560.00/month plus processing fees

Monthly Parking Permits:

- Parking Passes \$2215/month plus processing fees

## McEuen Parking Structure

Single Stall \$12.00/hour

Oversized Vehicles \$24.00/hour

Monthly Parking Permits:

- Parking Passes \$3540/month  
(Plus processing fee; Not pro-rated)
- Parking Passes Downtown Association Members \$2530/month (Plus processing fee)

Annual Passes:

- Coeur d'Alene City Residents \$10.500/year/vehicle
- Kootenai County Residents \$201.00/year/vehicle

NOTES:

1. Any vehicle or vehicle trailer combination with a total length of 21 feet or greater would increase fee to two-times the ticket price, which is the basis of the oversized vehicle fee.
2. No trailer parking without vehicle is allowed.
3. ~~Moorage Dock Fees same as McEuen Parking Structure fees.~~

## 3rd Street Public – Watercraft Launching Fee:

Idaho State Residents \$510.00/launch

Out-of-State Residents \$120.00/launch

Idaho State Residents – Season Pass \$4550.00

Out-of-State Residents – Season Pass \$85100.00

## Boat Docks:

- \$3.00/hour from May 1 – September 30
- \$2.00/hour from October 1 – April 30

3rd Street Public Moorage - \$50.00/overnight (24 hours)

**Independence Point Parking**

Monthly Parking Permits:

- Parking Passes \$45.00/month (Plus processing fee; Not pro-rated)

**Museum Parking Lot**

- \$3.00/hour from May 1 – September 30
- \$2.00/hour from October 1 – April 30
- ~~\$2.00/hour~~

Monthly Parking Permits:

- Parking Passes \$20.00/month (Plus processing fee; Not pro-rated)

**Memorial Field Public Parking Lot**

- \$2.00/hour from May 1 – September 30
- \$1.00/hour from October 1 – April 30
- ~~\$1.00/hour~~

Monthly Parking Permits:

- Parking Passes \$25.00/month (Plus processing fee; Not pro-rated)

**PARKING VIOLATIONS- Civil Penalties**

<del>All Other Parking Violations</del>	<del>\$2540.00</del>
Public Parking Lot Violations	\$2040.00
<del>All Other Parking Violations</del>	<del>\$40.00</del>
Boat Mooring Violations	\$3550.00 per day

Parking longer than maximum limit in meter zone or limited parking zone:

- 1st ~~Ticket Violation~~: Courtesy Warning
- 2nd ~~Ticket Violation & Thereafter~~: ~~1540.00~~
- 3rd ~~Ticket~~: ~~\$20.00~~
- 4th ~~Ticket & Thereafter~~: ~~\$25.00~~

**II. FINANCE:** Garbage rates have increased only twice in the last twenty years. The monthly garbage fee for the largest tote in 2003 was \$8.85, increased in March 2011 to \$9.60, and again in June 2014 to \$10.50. This is an 18.6% increase since 2003 which averages out to less than 1% a year. The City contracted with Coeur d’Alene Garbage in July 2016. This contract provided substantial savings which has allowed the City to keep garbage rates at the 2014 level for the last 10 years. The contract with Coeur d’Alene Garbage allows for an increase to the cost to the City at a maximum of 2.75% each year depending on the producer price index. Because of these yearly increases to the City over the last 8 years, the City now needs to raise rates to their customers. The proposed rates would increase the 96-gallon residential cart from \$10.50 a month to \$11.05 a month, which would be a 55-cent-per-month increase or 5.2%. For comparison the City of Post

Falls charges \$13.17, Lewiston charges \$29.00, and the City of Moscow charges \$34.78 for a 96-gallon-cart.

The City has various rates for commercial customers. Some of the proposed rate increases for these categories are substantial. The reason for this is to stabilize the rates so that all commercial rates are 25% higher than the rate charged by Coeur d’Alene Garbage (CdA Garbage) to the City. After analyzing all of the expenses of the Sanitation Fund, it was found that the City needs to charge approximately 25% more than the rate that CdA Garbage is charging the City to be revenue neutral. Some of the City’s commercial rates are currently lower than what CdA Garbage is charging. The attempt to bring these more in line with the City’s costs is what has caused substantial increases to some commercial rates. The majority of these rates are not standard every month rates and involve very few customers. Additionally, Staff is requesting an annual 5% increase in street lighting through 2026.

<b>CITY OF CDA PRICING - EFFECTIVE May 8, 2024</b>		
<b>SERVICE</b>	<b>City Rate</b>	<b>Proposed</b>
<b>TOTERS &amp; EXTRAS</b>	<b>Current</b>	<b>Rate</b>
<b>RESIDENTIAL SERVICES</b>		
35G RES 1XWK-TRASH REMOVAL	\$ 8.60	\$9.05
64G RES 1XWK-TRASH REMOVAL	\$ 9.70	\$10.20
96G RES 1XWK-TRASH REMOVAL	\$ 10.50	\$11.05
TOTER OVERLOAD-TRASH REMOVAL	\$ 1.95	\$2.20
TRASH ADDITIONAL-TRASH REMOVAL	\$ 1.95	\$2.20
	-	
64G RES RECYCLE EOW	\$	
35G & 96G recycle EOW	\$	
RECYCLE EXTRAS-RECYCLING	\$ 1.95	\$2.20
RECYCLE OVERLOAD-RECYCLING	\$ 1.95	\$2.20
64G RES RECYCLE EOW (2nd Bin)	\$ 5.25	\$7.10
	-	
CALL BACK	\$ 5.50	\$6.90
PACKOUT SERVICE	\$ -	
<b>COMMERCIAL SERVICES</b>		
Comm Trash Overload	\$ 1.95	\$2.20
Comm Trash Additional	\$ 1.95	\$2.20
EXTRA YARD-TRASH REMOVAL	\$ 6.36	\$9.50
LOCK REPLACEMENT-LOCK REPLACEMENT	\$ 17.00	\$21.85
MAKE LOCKABLE-TRASH REMOVAL	\$ 51.00	\$51.00
TIME/PER MINUTE-HOURLY	\$ 2.25	\$2.95
OVERWEIGHT - PER #	\$ 0.10	\$0.15
FIGHTING CREEK	\$ 230.00	\$230.00

	-	
32G COMM 1XWK-TRASH REMOVAL	\$ 8.60	\$8.75
	-	
2- 35 1xwk- Trash Removal	\$ 13.80	\$17.50
5- 35 1xwk- Trash Removal	\$ 34.50	\$43.70
6- 35 1xwk- Trash Removal	\$ 41.40	\$52.45
35G COMM 1XWK-TRASH REMOVAL	\$ 6.90	\$8.75
35G COMM 2XWK-TRASH REMOVAL	\$ 12.40	\$16.05
35G RENTAL COMM-RENTAL	\$ 2.75	\$3.65
	-	
64G COMM 1XWK-TRASH REMOVAL	\$ 11.40	\$14.60
64G COMM 2XWK-TRASH REMOVAL	\$ 16.90	\$22.05
64G RENTAL COMM-RENTAL	\$ 2.75	\$3.65
	-	
1- 96 1xwk- Trash Removal	\$ 18.35	\$24.80
2- 96 1xwk- Trash Removal	\$ 36.70	\$49.55
3- 96 1xwk- Trash Removal	\$ 55.05	\$74.30
4- 96 1xwk- Trash Removal	\$ 73.40	\$99.10
5- 96 1xwk- Trash Removal	\$ 91.75	\$123.85
6- 96 1xwk- Trash Removal	\$ 110.10	\$148.65
7- 96 1xwk- Trash Removal	\$ 128.45	\$173.40
96G COMM 1XWK-TRASH REMOVAL	\$ 18.35	\$24.80
96G COMM 2XWK-TRASH REMOVAL	\$ 23.85	\$32.05
96G COMM 3XWK-TRASH REMOVAL	\$ 55.05	\$74.30
96G RENTAL COMM-RENTAL	\$ 2.75	\$3.65
	-	
<b>1- 3YD DUMPSTERS</b>	-	
1YD COMM RENT	\$ 4.50	\$4.50
1YD FL & RL DELIVERY	\$ 38.30	\$51.00
1YD FL & RL 1XWK-TRASH REMOVAL	\$ 21.60	\$21.90
1YD FL & RL 2XWK-TRASH REMOVAL	\$ 65.85	\$66.85
1YD FL & RL 3XWK-TRASH REMOVAL	\$ 110.10	\$111.75
1YD FL & RL 4XWK-TRASH REMOVAL	\$ 154.35	\$156.70
1YD FL & RL 5XWK-TRASH REMOVAL	\$ 198.80	\$201.60
1YD FL & RL EXTRA PICKUP	\$ 7.00	\$7.35
4 1yds 2xwk	\$ 263.40	\$267.30
	-	
1.5YD COMM RENT	\$ 5.50	\$5.50
1.5YD FL & RL DELIVERY	\$ 38.30	\$51.00
1.5YD FL & RL 1XWK-TRASH REMOVAL	\$ 30.60	\$31.10
1.5YD FL & RL 2XWK-TRASH REMOVAL	\$ 77.60	\$78.75
1.5YD FL & RL 3XWK-TRASH REMOVAL	\$ 124.60	\$126.45

1.5YD FL & RL EXTRA PICKUP	\$ 9.10	\$9.60
1.5yd 1xwk- Trash Removal	\$ 61.20	\$62.20
	-	
2YD COMM RENT	\$ 6.50	\$7.35
2YD FL & RL DELIVERY	\$ 38.30	\$51.00
2YD FL & RL 1XWK-TRASH REMOVAL	\$ 37.50	\$38.00
2YD FL & RL 2XWK-TRASH REMOVAL	\$ 86.50	\$87.60
2YD FL & RL 3XWK-TRASH REMOVAL	\$ 135.50	\$137.30
2YD FL & RL 4XWK-TRASH REMOVAL	\$ 184.50	\$186.95
2YD FL & RL 5XWK-TRASH REMOVAL	\$ 233.50	\$233.50
2YD FL & RL EXTRA PICKUP	\$ 11.10	\$15.30
2yd Temp on call	\$ 11.10	\$15.30
2yd on call	\$ 11.10	\$15.30
2 2yd 1xwk- Trash removal	\$ 75.00	\$75.95
2 2yd 3xwk- Trash removal	\$ 271.00	\$274.55
3 2yd 1xwk- Trash removal	\$ 112.50	\$113.90
3 2yd 3xwk- Trash removal	\$ 406.50	\$411.85
4 2yd 3xwk- Trash removal	\$ 542.00	\$549.10
	-	
3YD FL COMM RENT	\$ 8.50	\$9.80
3YD FL DELIVERY	\$ 38.30	\$51.00
3YD FL & RL 1XWK-TRASH REMOVAL	\$ 55.50	\$56.50
3YD FL & RL 2XWK-TRASH REMOVAL	\$ 109.80	\$111.70
3YD FL & RL 3XWK-TRASH REMOVAL	\$ 164.10	\$166.70
3YD FL & RL 4XWK-TRASH REMOVAL	\$ 218.40	\$222.15
3YD FL & RL 5XWK-TRASH REMOVAL	\$ 272.70	\$277.35
3YD FL EXTRA PICKUP	\$ 16.55	\$23.35
3YD Temp on call	\$ 16.55	\$23.35
2 3yd 3xwk- Trash removal	\$ 328.20	\$333.35
3 3yd 2xwk- Trash removal	\$ 329.40	\$335.05
	-	
<b>4-8YD DUMPSTERS</b>	-	
4YD COMMERCIAL RENT	\$ 10.50	\$12.15
4YD FL DELIVERY	\$ 38.30	\$51.00
4YD FL & RL 1XWK-TRASH REMOVAL	\$ 67.00	\$68.10
4YD FL & RL 2XWK-TRASH REMOVAL	\$ 124.50	\$126.60
4YD FL & RL 3XWK-TRASH REMOVAL	\$ 182.00	\$185.10
4YD FL & RL 4XWK-TRASH REMOVAL	\$ 239.50	\$243.60
4YD FL & RL 5XWK-TRASH REMOVAL	\$ 297.00	\$302.10
4YD FL EXTRA PICKUP	\$ 20.25	\$29.15
4yd temp on call	\$ 20.25	\$29.15
4yd on call	\$ 20.25	\$29.15
2 4yd 1xwk- Trash Removal	\$ 134.00	\$136.20
	-	

6YD COMM RENT	\$ 15.50	\$19.45
6YD FL & RL DELIVERY	\$ 38.30	\$51.00
6YD FL 1XWK-TRASH REMOVAL	\$ 88.00	\$89.50
6YD FL 2XWK-TRASH REMOVAL	\$ 151.90	\$154.45
6YD FL 3XWK-TRASH REMOVAL	\$ 215.80	\$219.35
6YD FL 4XWK-TRASH REMOVAL	\$ 279.70	\$284.30
6YD FL 5XWK-TRASH REMOVAL	\$ 343.60	\$349.25
6YD FL EXTRA PICKUP/ PER DUMP OC	\$ 26.10	\$37.90
6yd Temp on call	\$ 26.10	\$37.90
6yd on call	\$ 26.10	\$37.90
	-	
8YD FL COMM RENT	\$ 19.25	\$24.75
8YD FL DELIVERY	\$ 38.30	\$51.00
8YD FL 1XWK-TRASH REMOVAL	\$ 114.75	\$116.80
8YD FL 2XWK-TRASH REMOVAL	\$ 186.90	\$190.15
8YD FL 3XWK-TRASH REMOVAL	\$ 259.05	\$263.60
8YD FL 4XWK-TRASH REMOVAL	\$ 331.20	\$337.00
8YD FL 5XWK-TRASH REMOVAL	\$ 403.35	\$410.45
8YD FL EXTRA PICKUP	\$ 44.00	\$58.30
8yd Temp on call	\$ 44.00	\$58.30
8yd on call	\$ 44.00	\$58.30
4 8yd 1xwk- Trash Removal	\$ 459.00	\$467.05
4 8yd 2xwk- Trash Removal	\$ 747.60	\$760.60
	-	
<b>20- 30YD DUMPSTERS</b>	-	
20YD DELIVERY	\$ 64.51	\$87.30
20YD TEMP RENT	\$ 130.00	\$182.15
20YD COMM RENT PERM	\$ 76.50	\$128.90
20yd comm rent perm	\$ 76.50	\$128.90
20YD EMPTY & RETURN	\$ 160.00	\$218.55
20YD DUMP/RMV	\$ 160.00	\$218.55
	-	
25YD RENT PERM	\$ 86.50	\$128.90
25YD EMPTY & RETURN	\$ 160.00	\$218.55
	-	
30YD DELIVERY	\$ 64.51	\$87.30
30YD TEMP RENT-RENTAL	\$ 130.00	\$182.15
30YD COMM PERMANENT RENT	\$ 101.50	\$128.90
30YD 1X WEEK	\$ 573.57	\$627.75
30YD 2X WEEK	\$ 1,147.14	\$1,225.50
30YD EMPTY & RETURN	\$ 166.00	\$218.55
30YD DUMP/RMV-HAULING FEE	\$ 166.00	\$218.55
30YD TRIP FEE (RETURN TRIP)	\$ 65.00	\$86.10
	-	

<b>COMPACTORS</b>		
	-	
1.5yd compactor 1xwk- Hauling Fee	-\$ 95.63	\$123.15
	-	
2YD COMPACTOR 1XW-HAULING FEE	-\$ 131.10	\$165.35
2YD COMPACTOR HAULING FEE	-\$ 37.56	\$47.40
2yd comp 2xwk- Hauling fee	-\$ 243.60	\$330.70
	-	
3YD COMPACTOR 1XWK-HAULING FEE	-\$ 195.05	\$245.80
3YD COMPACTOR-HAULING FEE	-\$ 56.32	\$71.00
	-	
5YD COMPACTOR 1XWK	-\$ 325.08	\$409.60
	-	
6YD COMPACTOR 2XWK	-\$ 780.00	\$1,004.40
6yd Compactor 3XWK	-\$ 1,066.02	\$1,506.55
	-	
4YD COMPACTOR 1XW-HAULING FEE	-\$ 260.00	\$330.75
4YD COMPACTOR 2XW-HAULING FEE	-\$ 520.00	\$661.50
4YD COMPACTOR 3XW-HAULING FEE	-\$ 780.00	\$992.20
4YD COMPACTOR-HAULING FEE	-\$ 75.08	\$96.15
	-	
15YD COMP HAUL	-\$ 165.75	\$218.55
		\$722.70
15YD COMPACTOR 1XWK - HAULING FEE	-\$ 573.56	
	-	
20YD COMPACTOR- HAULING FEE	-\$ 220.80	\$284.10
20YD COMPACTOR 1XW- HAULING FEE	-\$ 764.75	\$967.80
20YD COMPACTOR 2XW- HAULING FEE	-\$ 1,529.50	\$1,935.55
20YD COMPACTOR 3XW-HAULING FEE	-\$ 2,294.25	\$2,294.25
	-	
25YD COMP HAUL	-\$ 276.00	\$354.50
25YD COMP 1XWK	-\$ 955.95	\$1,204.50
	-	
30YD COMP HAUL	-\$ 330.98	\$422.50
30Y COMPACTOR 1XWK-HAULING FEE	-\$ 1,147.15	\$1,258.90
30Y COMPACTOR 3XWK-HAULING FEE	-\$ 3,441.45	\$3,776.70
	-	
40Y COMPACTOR 1XWK-HAULING FEE	-\$ 1,529.54	\$1,927.25
40Y COMPACTOR-HAULING FEE	-\$ 441.30	\$575.50
	-	
<b>CLEANING &amp; SANITIZING</b>		
	-	
1 YD CONTAINER	-\$ 55.00	\$71.50
1.5 YD CONTAINER	-\$ 60.00	\$78.95
2YD CONTAINER	-\$ 60.00	\$78.95
3YD CONTAINER	-\$ 65.00	\$84.50



should be reserved for situations where there is an imminent risk to life, health, or property. Staff involved believes this fee is a fair solution to discourage non-emergency calls for emergency locates. Departments involved in utility locates include Streets and Engineering, Water, Wastewater, and Municipal Services (IT division). This policy is designed to offset actual costs and ensure fair compensation as defined in Idaho law, while also discouraging misuse of emergency services. Pursuant to Idaho Code § 55-2205, owners of underground facilities are eligible for compensation when responding to excavation notices given less than two business days prior to the excavation.

**OUTDOOR EATING FACILITY**

Sidewalk Encroachment Permit ~~\$125.00~~ \$131.25

**SOUND TRUCKS/LOUDSPEAKER PERMIT:** \$100.00

**SPECIAL EVENTS/ STREET CLOSURES (Parades)**

<u>Category</u>	<u>Participants</u>	<u>Hours</u>	<u>Length</u>	<u>Fee</u>	<u>10% increase Option</u>
High	Over 500	6+ hours	21+ blocks	<del>\$750.00</del> <u>787.50</u>	<u>\$825.00</u>
Medium	201 - 500	3 - 6 hours	12 - 20 blocks	<del>\$300.00</del> <u>315.00</u>	<u>\$330.00</u>
Low	0 - 200	Under 3 hours	Under 12 blocks or no street closure	<del>\$150.00</del> <u>157.50</u>	<u>\$165.00</u>
Farmers Market		Operates less than 3 hours		No Charge	

**CHILDCARE/DAY CARE FACILITY**

Facility License

Less than 13 children ~~\$60.00~~ \$ 63.00

13 or more children ~~\$100.00~~ \$105.00

Athletic Club Facility License ~~\$20.00~~ \$ 21.00

Individual License ~~\$10.00~~ \$ 10.50

**FOOD COURT LICENSE**

Food Court License: ~~\$603.00~~

Fire Inspection Fee ~~\$402.00~~

Food Court License Annual Renewal: ~~\$502.050~~

**MOBILE VENDOR**

Mobile Vendor Permit: \$1507.050  
 Fire Inspection Fee \$804.00

**DETECTIVE AGENCY/~~MERCHANT POLICE~~SECURITY AGENT**

Detective Agency/~~Merchant Police Security~~ Agency \$603.00  
 Detective/~~Merchant Police~~Security Agency EmployeeIndividual \$301.050

**DRAIN LAYER**

Drain Layer Contractor \$457.0025  
 Drain Layer License \$256.0025

**HOME OCCUPATION**

Home Occupation Certificates \$502.050  
 Renewal Certificates \$256.0025

**KENNEL LICENSE**

Annual Kennel License Fee \$420.00

**MASSAGE THERAPY/FACILITY**

Massage Facility, New \$1206.00  
 Massage Facility, Renewal \$603.00  
 Fire Inspection Fee \$402.00

**PARKING PERMIT FOR CONSTRUCTION**

Construction vehicles only \$1415.00/day

**SAFE AND SANE FIREWORKS**

Firework Stand Permit \$1608.00/location plus \$100.00 security deposit  
 Reinspect Fee: \$402.00

**BEER/WINE/LIQUOR LICENSES**

<b>CATEGORY</b>	<b>FEE</b>
Beer Only – cans, bottles, and draft (not consumed on premises)	\$50.00
Beer Only – cans, bottles, draft (consumed on premises)	\$200.00
Beer & Wine (not consumed on premises)	\$250.00 (\$50.00 beer, \$200.00 wine)

<u>Beer &amp; Wine – cans, bottles, and draft (consumed on premises)</u>	<u>\$400.00</u> <u>(\$200.00 beer, \$200.00 wine)</u>
<u>Beer, Wine, &amp; Liquor</u>	<u>\$762.50 - \$962.50</u> <u>(75% of State license fee=\$562.50 + \$200.00 for beer &amp; \$200 for wine)</u>

**NON-EMERGENCY, EMERGENCY LOCATE FEE:** \$100.00 for each City Department involved in responding to such requests.

**IV. PARKS AND RECREATION:** Tennis court rental fees should be based on the recreation staff rate of \$40.00/hour. League fees are being raised to cover the cost of umpires. However, they are being increased at less than 5%.

**TENNIS COURT RENTAL:**

Tennis Court Rental \$~~3040~~.00 per hour/per court

**LEAGUE FEES:**

Leagues	Flat fees
Softball	
Men/Women	<del>\$745.00</del> <u>760.00</u>
Coed	<del>\$745.00</del> <u>760.00</u>
Church/Seniors/	
Fall Coed	<del>\$590.00</del> <u>605.00</u>
Fall Seniors	<del>\$590.00</del> <u>605.00</u>

**V. PLANNING:** The Planning Department is requesting fee increases based on rising operational and labor costs, the growing demands and complexities of the planning processes, and to account for time spent by multiple staff members reviewing the applications, meeting with applicants, preparing notices, staff reports, presentations, attending meetings, and preparing findings and agreements. Time spent on processing development requests takes away from staff's ability to work on special projects, long-range planning, code amendments, and reviewing building permits. Additionally, if planning fees are not increased, the General Fund and taxpayer dollars would subsidize the cost of development, rather than having growth pay for growth. Four new fees are being proposed as follows: Design Review approval extension, preparation of parking agreements, a fee for a Limited Design Planned Unit Development (\$1,800 as compared to the Planned Unit Development fee of \$2,400), and conducting a pre-annexation meeting. Additionally, Staff is proposing an increased civil penalty for operating a short-term rental (STR) without a permit, as discussed with the City Council in 2022. Lastly, Staff is proposing to reorder and rename some of the fees for ease of use.

The fee increases are based on an average of the fully loaded rates of staff members involved (\$75/hour) in processing the development applications and the average hours spent per each type of request. The proposed fee increases have been carefully benchmarked against comparable jurisdictions to ensure they remain reasonable and competitive.

**DESIGN REVIEW FEE**

Design Review Commission— <del>Project Review</del>	<u>\$2,0700.00</u>
Appeal of Design Review Commission Decisions	<u>\$1,0500.00</u>
<u>Design Review Extension</u>	<u>\$350.00</u>

**IN-LIEU OF PARKING FEES**

Downtown	<u>\$10,000.00/parking space*</u>
Midtown	<u>\$5,000.00*/parking space</u>

*\*Per parking stall*

**PARKING AGREEMENTS**

Shared Use Parking Agreement (Administrative)	<u>\$400.00</u>
Reciprocal Parking Agreement (City Council approval)	<u>\$800.00</u>

**SHORT-TERM RENTAL (STR) PERMITS**

<del>STR Violations/Civil Penalty for operating without a permit:</del>	<u>\$1000.00</u>
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**ZONING & ANNEXATION ADMINISTRATION FEES**

Administrative and Appeal Hearings	<u>\$—1,0700.00</u>
Hearing Examiner	<u>\$—500.00 (base fee)</u>
<u>+ Actual cost of outside consultant or \$150/hour if conducted by staff—+ Actual Cost of Outside Consultant or \$150.00/hour if Conducted by Staff</u>	
Planned Unit Development (PUD) Request	<u>\$2,41,200.00*</u>
<i>*Includes Final Development Plan (FDP) review</i>	
Limited Design Planned Unit Development (LDPUD)	<u>\$1,800.00</u>
Planned Unit Development Amendment (PUD & LDPUD)—	<u>\$1,0—700.00</u>
Special Use Permit Request	<u>\$8—700.00</u>
Special Use Permit Request for Cell Tower	<u>\$3,0—700.00**</u>
+ Actual Cost of Outside Consultant	
<i>**Includes time, administrative, and overhead costs of city contracted consultant if needed to process application.</i>	
Special Use Permit Extension	<u>\$350.00**</u>
Variance Request	<u>\$1,2—700.00</u>
Zone Change	<u>\$1,2,000.00</u>
Pre-Annexation Meeting	<u>\$350.00</u>
Annexation Request	<u>\$2,000.00***</u>
Legal Preparation of Annexation Agreement/Development Agreement	<u>\$800.00 (base fee)</u>
+ Actual Development Agreement labor costs, if needed	

~~Legal Preparation of Annexation Agreement/~~ ~~\_\_\_\_\_~~ ~~\$ 800.00 Minimum Charge or~~  
~~Actual Development Agreements Labor Costs, Whichever is Greater~~  
~~De-annexation Request \_\_\_\_\_ \$ 700.00~~  
~~+ Actual Cost of Surveyor Review\*\*\*~~

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

~~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.~~

**MAILING & PUBLICATION FEES**

~~Public Notice Mailings \_\_\_\_\_ \$1.6.00 (per  
 address)/mailing  
 Published Notices (billed to applicant) \_\_\_\_\_ \$ 300.00~~

**OTHER FEES**

~~Re-inspect fee when site not prepared — inspection not cancelled — \$50.00  
 (R 22-063, 19-058, 18-043, 17-005)~~

**SUBDIVISION FEES**

~~Preliminary Plat Preapplication Meeting \_\_\_\_\_ \$350.00\*  
 \*Applies to all Formal, Short, & Condominium plats  
 Preliminary Formal Subdivision Request \_\_\_\_\_ \$2,000.00\*\*  
 + \$100.00 per lot for each: lot, tract, or similar over 5  
 \*\*Formal Subdivision: 5 or more lots, tracts, parcels, or sites  
 Preliminary Short Subdivision \_\_\_\_\_ \$1,000.00\*\*\*  
 \*\*\*4 or less lots, tracts, parcels, or sites  
 Condominium Plat \_\_\_\_\_ \$1,000.00 Subdivision  
 Request \_\_\_\_\_ \$2,000.00 + \$50.00/Lot for 5+ lots  
 Subdivision Pre Application Meeting \_\_\_\_\_ \$ 200.00  
 Subdivision Time Extension (Formal, Short, or Condominium) \_\_\_\_\_ \$3-250.00  
 Hearing Examiner when used \_\_\_\_\_ \$ 500.00 (bBase fee)  
 + Actual cost of outside consultant or \$150/hour if conducted by staff  
 - 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~~

**OTHER FEES**

~~Project Review Meeting \_\_\_\_\_ \$350.00~~

<u>Mini Meeting Requested by Applicant</u>	<u>\$350.00</u>
<u>Re-inspect fee when site not prepared – inspection not cancelled</u>	<u>\$75.00</u>

**VI. STREETS AND ENGINEERING:** Requests to “park” items temporarily within the street right-of-way have become more frequent and Staff currently has no method to allow and/or charge appropriate fees. Based on best practices, Staff is proposing a fee structure that will consider the time needed for an obstruction, the area’s congestion, violation fees, and the existence of historic landmarks, with the fee waived for the moving of a building which is a historic landmark, or a contributing building located within an historic district. Additionally, with high rises becoming more prevalent with zero setbacks and very little nearby vacant land available, construction staging in the City right-of-way is becoming more common. Charging encroachment fees based on square footage of right-of-way obstructed for the duration of obstruction incentivizes developers and contractors to minimize the amount of right-of-way obstructed and the time it is obstructed.

**EXCAVATION/ENCROACHMENT PERMITS**

<del>Encroachment (basic work within alley or street right of way)</del>	<del>\$50.00</del>
<del>Encroachment with traffic obstructions</del>	<del>\$100.00 Minimum*</del>
<del>Encroachment with Street Cut</del>	<del>\$200.00 Minimum*</del>

**Encroachment with excavation in public right-of-way:**

a. the first three working days:	<u>\$100.00</u>
b. each additional three-working-day period:	<u>\$40.00</u>

**Encroachment with no excavation:**

a. the first three days:	<u>\$25.00/day</u>
b. each additional three-day period:	<u>\$40.00</u>

**Temporary Obstructions:**

Moving a building within public right-of-way:	<u>\$100.00</u>
Dumpster or temporary storage unit:	<u>\$100.00/15 days</u>
Long-term encroachment in downtown or congested area:	<u>\$0.20/sf/month</u>

**Civil Penalties:**

Working without a permit or failure to give notice:	<u>\$500.00</u>
Working beyond the scope of a permit:	<u>\$250.00</u>

~~NOTE: In the event a right of way excavation or encroachment permit would require more than one fee as set forth above, the fee shall be the total of all fees specified. Except in the situation where both an encroachment permit for a sewer connection and a plumbing inspection of the sewer is require for new home construction, the only fee will be in the amount of the plumbing inspection fee.~~

**VII. WATER:** Fees have been adjusted to reflect actual costs. Some increases are less than 5%, but are included as a method of tracking the fees. Other increases are based on staffing costs. A new fee for a fill station delinquent usages charge is recommended as the Department is experiencing many more hours to cancel this service. For example, if a contractor/user is delinquent in paying the bill for use of permanent bulk water fill stations, an employee must travel to all five of the Water Department’s permanent fill stations around the City to deactivate the fill station pin numbers with a laptop computer. This process is to ensure that delinquent accounts are not able to continue using the fill stations. Total time to deactivate and reactive fill station pin numbers, as well office staff’s time to process paperwork, is estimated at 4 hours for each account which would be billed to customers at time of reactivation. Employee time will be billed a rate of \$47/hr. The access code reactivation fee total amount for a delinquent account would be \$188.00. The following rate increases are 2.5% or rounded up to the nearest dollar: Water Meter Rates, Water Volume Rates, Cap Fees, Fire Line Rates, and Fire Line Cap Fees. These increases are based on the increase in pumping, maintenance, labor, transportation and fuel costs across the board.

**CALL OUT WATER SERVICES**  
**CALL OUT WATER SERVICES**

Normal Working Hours:

Special Meter Reading ~~\$31.00~~ \$33.00

Emergency Turn On/Off for Customer Service Line Repairs ~~\$42.00~~ No Charge

**DELINQUENT UTILITY CHARGES**

Reconnection Fee – Off Hours	<del>\$84.00</del> <u>88.00</u>
Tag Fee	<del>\$31.00</del> <u>33.00</u>
Overdue Backflow Assembly Test Tag Fees	<del>\$31.00</del> <u>33.00</u>
Shut Off Fee	<del>\$31.00</del> <u>33.00</u>

**BULK WATER USE FEES**

Water Drawn from Permanent Stations	\$ <del>1.35</del> <u>1.40</u> /1,000 gallons
<u>Access Code Re-activation Fee for Delinquent Account</u>	<u>\$ 188.00</u>
Water Drawn from Portable Station	\$ <del>1.00</del> <u>1.05</u> /1,000 gallons
3 <sup>rd</sup> and Subsequent Requests to Move Portable Stations	\$ <del>42.00</del> <u>47.00</u>

**IMPROPER OPERATION OF WATER FACILITIES FEE** (unauthorized operation of water infrastructure control devices including but not limited to: meter shut off valves, water main valves, or fire hydrants)

- First offence: Verbal Warning
- Second offence: ~~\$50.00~~ 53.00
- Third offence: ~~\$500.00~~ 525.00 and a complaint to IBOL

SCHEDULE 1		
METERED RATES		
Meter Size	Current Fee	<u>Proposed for May 8, 2024</u>
3/4"	\$10.08	<u>\$10.33</u>
1"	\$11.11	<u>\$11.39</u>
1-1/2"	\$12.43	<u>\$12.74</u>
2"	\$16.17	<u>\$16.57</u>
3"	\$43.58	<u>\$44.67</u>
4"	\$53.77	<u>\$55.11</u>
6"	\$77.47	<u>\$79.41</u>
8"	\$104.57	<u>\$107.18</u>
10"	\$135.04	<u>\$138.42</u>

VOLUME RATES (\$/1,000 GALLONS)		
Class	Current	<u>Proposed for May 8, 2024</u>
Residential (0-30 Kgals)	\$1.09	<u>\$1.12</u>
Residential (31-50 Kgals)	\$1.57	<u>\$1.61</u>
Residential (Over 50 Kgals)	\$2.14	<u>\$2.19</u>
Non-Residential Low (0-50 Kgals)	\$0.92	<u>\$0.94</u>
Non-Residential Low (Over 50 Kgals)	\$1.91	<u>\$1.96</u>
Non-Residential High	\$0.97	<u>\$0.99</u>
Irrigation (0-200 Kgals)	\$1.29	<u>\$1.32</u>
Irrigation (201-400 Kgals)	\$1.74	<u>\$1.78</u>
Irrigation (Over 400 Kgals)	\$2.14	<u>\$2.19</u>

SCHEDULE 2 WATER CAPITALIZATION FEES		
CAPITALIZATION FEE SCHEDULE		
	Current	<u>Proposed for May 8, 2024</u>
Cap Fees Fees		-
Meter Size:		-
3/4"	\$3,348	<u>\$3,432</u>
1"	\$5,593	<u>\$5,733</u>
Service Size:		
Existing Only 1-1/2"	\$11,150.00	<u>\$11,429</u>
2"	\$17,847	<u>\$18,294</u>

Existing Only 3"	\$35,728	\$36,622
4"	\$55,820	\$57,216
6"	\$111,604	\$114,365
8"	\$178,575	\$183,040
10"	\$256,727	\$263,146

**PRIVATE FIRE LINE RATES**

Monthly Rates:

For unmetered service through a separate line for firefighting purposes:

<u>SERVICE SIZE</u>	<u>MONTHLY RATE</u>
1.5" or smaller	<del>\$6.60</del> \$6.77
2"	<del>\$6.60</del> \$6.77
3"	<del>\$6.60</del> \$6.77
4"	<del>\$8.80</del> \$9.02
6"	<del>\$13.17</del> \$13.50
8"	<del>\$17.57</del> \$18.01
10"	<del>\$21.95</del> \$22.50
12"	<del>\$26.39</del> \$27.05

**PRIVATE FIRE LINES CAPITALIZATION FEES**

For unmetered service through a separate line for firefighting purposes, the following cap fees shall apply:

<u>SERVICE SIZE</u>	<u>CAPITALIZATION FEE</u>
3 or smaller	<del>\$484</del> \$497
4"	<del>\$968</del> \$993
6 "	<del>\$1,936</del> \$1,985
8"	<del>\$2,903</del> \$2,976
10"	<del>\$4,839</del> \$4960
12"	<del>\$6,049</del> \$6,201

**SCHEDULE 3**

**WATER HOOKUP FEES (Only Due if City Installs Service)**

(Labor & Materials)

Standard service hookup fee schedule (by size) completes 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	<del>\$2895.00</del> <u>\$6,066.00</u>	<del>\$1000.00</del>	<u>\$1050.00</u>
2" or less	<del>\$6220.00</del> <u>\$11,852.00</u>	<del>\$1000.00</del>	<u>\$1050.00</u>

~~Radio-read Endpoint Fee= \$179.00~~ 188.00 for all services (whether city installed or not).

**FINANCIAL:** The fees will cover City costs; no net revenue is projected.

**DECISION POINT/RECOMMENDATION:** Council should approve fee amendments as proposed for the Administration, Finance, Municipal Services, Parks and Recreation, Planning, Streets and Engineering, and Water Departments.



1

## 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.

A smaller version of the City of Coeur d'Alene logo is located in the bottom right corner of the slide. It includes the stylized mountain, tree, and sun/moon graphic, along with the text 'City of Coeur d'Alene IDAHO'.

2

## ADMINISTRATION

- ▶ Fees being proposed relate to parking. The Parking Commission expressed no concerns.
- ▶ A review of area cities parking penalties found penalties ranging from \$20.00 to \$150.00. Civil penalties are recommended to be \$40.00 (with a first offense in paid parking lots as a courtesy) and a \$50.00 per day mooring violation - equal to the proposed moorage daily fee.
- ▶ Staff reviewed current parking fees, they recommended increases to parking fees based on the location/demand, which resulted in some fees being increased more than others. Some lots do not specifically state that a monthly parking pass is available - added to provide clarity.



3

## FINANCE

- ▶ Proposed increase to all garbage rates. Rates have only increased 2 times in twenty year, the last being June 2014. The City contracted with Coeur d'Alene Garbage in July 2016. This contract provided substantial savings which has allowed the City to keep garbage rates at the 2014 level for the last 10 years. The contract with Coeur d'Alene Garbage allows for an increase to the cost to the City at a maximum of 2.75% each year depending on the producer price index. Because of these yearly increases to the City over the last 8 years, the City now needs to raise rates to their customers.
- ▶ Residential rates are proposed to increase 5.2%, while commercial rate may increase 25%; however, a majority of these rates are not charged every month and involve very few customers.
- ▶ Proposed 5% annual increase to street lighting fees over the next two years.



4

## MUNICIPAL SERVICES

- ▶ The City does not have a fee for an amplified sound permit (referred to by code as “Sound Trucks/Loudspeakers”), so a new fee is being proposed at the same rate as an encroachment permit fee. After the annual review of fees, it was noted that many of the City’s expenses have increased between 5% and 10%, such as staffing and printing. In an effort to keep fees reasonable but assisting with City expenses, staff is recommending that certain fees related to licenses be increased by 5%.
- ▶ Several clarification are included, such as Beer/Wine/Liquor licenses (maximum fees set by the state) and wording change to Security Agent Licenses.
- ▶ Creation of a City-wide Emergency Locate Fee for Non-emergencies, of \$100.00 for each City Department involved in responding to such requests. This involves the Streets and Engineering, Water, Wastewater, and Municipal Services (IT division).



5

## SPECIAL EVENTS AND STREET CLOSURES

Category	Participants	Hours	Length	Fee	10% increase Option
High	Over 500	6+ hours	21+ blocks	\$750.00 <del>787.50</del>	\$825.00
Medium	201 - 500	3 - 6 hours	12 - 20 blocks	\$300.00 <del>315.00</del>	\$330.00
Low	0 - 200	Under 3 hours	Under 12 blocks or no street closure	\$450.00 <del>157.50</del>	\$165.00
Farmers Market		Operates less than 3 hours		No Charge	



6

## PARKS AND RECREATION

- ▶ Tennis court rental fees should be based on recreation staff rate of \$40.00/hour. League fees are being raised to cover the cost of umpires; however, they are being increased at less than 5%.



7

## PLANNING

- ▶ Many fees are proposed for increases based on rising operational and labor costs, the growing demands, and complexities of our planning processes, and to account for time spent by multiple staff members reviewing the applications, meeting with applicants, preparing notices, staff reports, presentations, attending meetings, and preparing findings and agreements. Time spent on processing development requests takes away from staff's ability to work on special projects, long-range planning, code amendments, and reviewing building permits
- ▶ Short-Term Rental civil penalties for non-permitted STR's is being proposed as \$1,000.
- ▶ Clarification, reorganization, and renaming of some fees is included.
- ▶ The fee increases are based on an average of the fully loaded rates of staff members involved (\$75/hour) in processing the development applications and the average hours spent per each type of request. The proposed fee increases have been carefully benchmarked against comparable jurisdictions to ensure they remain reasonable and competitive.



8

## STREETS AND ENGINEERING

- ▶ Requests to “park” items temporarily within the street right-of-way have become more frequent and staff has no method to allow and/or charge appropriate fees. Based on best practices, staff is proposing a fee structure that will consider the time needed for an obstruction, the area’s congestion, violation fees, and the existence of historic landmarks, with the fee waived for the moving of a building which is a historic landmark, or a contributing building located within an historic district. Charging encroachment fees based on square footage of right-of-way obstructed for the duration of obstruction incentivizes developers and contractors to minimize the amount of right-of-way obstructed and the time it is obstructed.



9

## WATER

- ▶ Fees have been adjusted to reflect actual costs. Some increases are less than 5%, but are reflected as a method of tracking the fees. Other increases are based on staffing costs. A new fee for a fill station delinquent usages charge is recommended as the Department is experiencing many more hours to cancel this service. Total time to deactivate and reactive fill station pin numbers, as well office staff’s time to process paperwork, is estimated at 4 hours for each account which would be billed to customers at time of reactivation. Employee time will be billed a rate of \$47/hr.
- ▶ The following rate increases are 2.5% or rounded up to the nearest dollar: Water Meter Rates, Water Volume Rates, Cap Fees, Fire Line Rates, and Fire Line Cap Fees. These increases are based on the increase in pumping, maintenance, labor, transportation and fuel costs across the board.



10

## DECISION POINT

- ▶ To provide feedback to staff and recommend forwarding to Council for a public hearing on May 7, 2024.



RESOLUTION NO. 24-040

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ESTABLISHING AND AMENDING CERTAIN CITY FEES AND CIVIL PENALTIES 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 and civil penalties 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 and civil penalties are necessary, all as set forth in the attached Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, the proposed fees and civil penalties 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 and civil penalties shall be established;

NOW, THEREFORE,

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

DATED this 7<sup>th</sup> day of May, 2024.

---

James Hammond, Mayor

ATTEST:

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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 \_\_\_\_\_.

Civil Penalty review:

- Post Falls: \$20.00
- Rathdrum: \$50.00 - recently increased
- Spokane Valley: \$30.00
- Moscow: \$25.00
- Pocatello: \$30.00
- Caldwell: \$35.00 - 150.00 Depending on the violation
- Nampa: \$20.00 - 30.00 Depending on the violation

**Coeur d’Alene Avenue Parking Structure**

Hourly Rates ~~\_\_\_\_\_~~ \$2.00/hour  
 • ~~0-2 hours \_\_\_\_\_~~ No Charge  
 • ~~3 hours and beyond \_\_\_\_\_~~ \$1.00/hour

Secured Parking:

- Monthly permit ~~\$50.00~~ 60.00/month plus processing fees

Monthly Parking Permits:

- Parking Passes ~~\$15.00~~ 22.00/month plus processing fees

**McEuen Parking Structure**

Single Stall ~~\$1.00~~ 2.00/hour  
 Oversized Vehicles ~~\$2.00~~ 4.00/hour

Monthly Parking Permits:

- Parking Passes ~~\$35.00~~ 40.00/month (Plus processing fee; Not pro-rated)
- Parking Passes Downtown Association Members ~~\$25.00~~ 30.00/month (Plus processing fee)

Annual Passes:

Coeur d’Alene City Residents ~~\$10.00~~ 10.50/year/vehicle  
 Kootenai County Residents ~~\$20.00~~ 21.00/year/vehicle

NOTES:

1. Any vehicle or vehicle trailer combination with a total length of 21 feet would increase fee to two-times the ticket price, which is the basis of the oversized vehicle fee.
2. No trailer parking without vehicle is allowed.
3. ~~Moorage Dock Fees same as McEuen Parking Structure fees.~~

**3rd Street Public – Watercraft Launching Fee:**

Idaho State Residents ~~\$5.00~~ 10.00/launch  
 Out-of-State Residents ~~\$10.00~~ 20.00/launch  
 Idaho State Residents – Season Pass ~~\$45.00~~ 50.00  
 Out-of-State Residents – Season Pass ~~\$85.00~~ 100.00

**Boat Docks:**

- \$3.00/hour from May 1 – September 30
- \$2.00/hour from October 1 – April 30

3rd Street Public Moorage - \$50.00/overnight (24 hours)

**Independence Point Parking**

Monthly Parking Permits:

- Parking Passes \$45.00/month (Plus processing fee; Not pro-rated)

**Museum Parking Lot**

- \$3.00/hour from May 1 – September 30
- \$2.00/hour from October 1 – April 30
- ~~\$2.00/hour~~

Monthly Parking Permits:

- Parking Passes \$20.00/month (Plus processing fee; Not pro-rated)

**Memorial Field Public Parking Lot**

- \$2.00/hour from May 1 – September 30
- \$1.00/hour from October 1 – April 30
- ~~\$1.00/hour~~

Monthly Parking Permits:

- Parking Passes \$25.00/month (Plus processing fee; Not pro-rated)

**PARKING VIOLATIONS- Civil Penalties**

<del>All Other Parking Violations</del>	<del>\$25.00</del>
Public Parking Lot Violations	<del>\$20.00</del> <u>40.00</u>
<del>All Other Parking Violations</del>	<del>\$40.00</del>
Boat Mooring Violations	<del>\$35.00</del> <u>50.00 per day</u>

Parking longer than maximum limit in meter zone or limited parking zone:

- 1st Ticket: Courtesy Warning
- 2nd Ticket & Thereafter: \$15.00 40.00
- ~~3rd Ticket: \$20.00~~
- ~~4th Ticket & Thereafter: \$25.00~~

**FINANCE:** Garbage rates have increased only twice in the last twenty years. The monthly garbage fee for the largest toter in 2003 was \$8.85, increased in March 2011 to \$9.60, and again in June 2014 to \$10.50. This is an 18.6% increase since 2003 which averages out to less than 1% a year. The City contracted with Coeur d’Alene Garbage in July 2016. This contract provided substantial savings which has allowed the City to keep garbage rates at the 2014 level for the last 10 years. The contract with Coeur d’Alene Garbage allows for an increase to the cost to the City at a maximum of 2.75% each year depending on the producer price index. Because of these yearly

increases to the City over the last 8 years, the City now needs to raise rates to their customers. The proposed rate increase would raise the 96-gallon residential cart from \$10.50 a month to \$11.05 a month, which would be a 55-cent-per-month increase or 5.2%. For comparison the City of Post Falls charges \$13.17, Lewiston charges \$29.00, and the City of Moscow charges \$34.78 for a 96-gallon-cart.

The City has various rates for commercial customers. Some of the proposed rate increases for these categories are substantial. The reason for this is to stabilize the rates so that all commercial rates are 25% higher than the rate charged by Coeur d’Alene Garbage (CdA Garbage) to the City. After analyzing all of the expenses of the Sanitation Fund, it was found that the City needs to charge approximately 25% more than the rate that CdA Garbage is charging the City to be revenue neutral. Some of the City’s commercial rates are currently lower than what CdA Garbage is charging. The attempt to bring these more in line is what has caused substantial increases to some commercial rates. The majority of these rates are not standard every month rates and involve very few customers. Additionally, they are requesting an annual 5% increase in street lighting through 2026.

<b>CITY OF CDA PRICING - EFFECTIVE May 8, 2024</b>		
<b>SERVICE</b>	<b>City Rate</b>	<b>Proposed</b>
<b>TOTERS &amp; EXTRAS</b>	<b>Current</b>	<b>Rate</b>
<b>RESIDENTIAL SERVICES</b>		
35G RES 1XWK-TRASH REMOVAL	\$ 8.60	\$9.05
64G RES 1XWK-TRASH REMOVAL	\$ 9.70	\$10.20
96G RES 1XWK-TRASH REMOVAL	\$ 10.50	\$11.05
TOTER OVERLOAD-TRASH REMOVAL	\$ 1.95	\$2.20
TRASH ADDITIONAL-TRASH REMOVAL	\$ 1.95	\$2.20
	-	
<del>64G RES RECYCLE EOW</del>	<del>\$</del>	
<del>35G &amp; 96G recycle EOW</del>	<del>\$</del>	
RECYCLE EXTRAS-RECYCLING	\$ 1.95	\$2.20
RECYCLE OVERLOAD-RECYCLING	\$ 1.95	\$2.20
64G RES RECYCLE EOW (2nd Bin)	\$ 5.25	\$7.10
	-	
CALL BACK	\$ 5.50	\$6.90
PACKOUT SERVICE	\$ -	
<b>COMMERCIAL SERVICES</b>		
Comm Trash Overload	\$ 1.95	\$2.20
Comm Trash Additional	\$ 1.95	\$2.20
EXTRA YARD-TRASH REMOVAL	\$ 6.36	\$9.50
LOCK REPLACEMENT-LOCK REPLACEMENT	\$ 17.00	\$21.85
MAKE LOCKABLE-TRASH REMOVAL	\$ 51.00	\$51.00
TIME/PER MINUTE-HOURLY	\$ 2.25	\$2.95

OVERWEIGHT - PER #	\$ 0.10	\$0.15
FIGHTING CREEK	\$ 230.00	\$230.00
	-	
32G COMM 1XWK-TRASH REMOVAL	\$ 8.60	\$8.75
	-	
2- 35 1xwk- Trash Removal	\$ 13.80	\$17.50
5- 35 1xwk- Trash Removal	\$ 34.50	\$43.70
6- 35 1xwk- Trash Removal	\$ 41.40	\$52.45
35G COMM 1XWK-TRASH REMOVAL	\$ 6.90	\$8.75
35G COMM 2XWK-TRASH REMOVAL	\$ 12.40	\$16.05
35G RENTAL COMM-RENTAL	\$ 2.75	\$3.65
	-	
64G COMM 1XWK-TRASH REMOVAL	\$ 11.40	\$14.60
64G COMM 2XWK-TRASH REMOVAL	\$ 16.90	\$22.05
		\$3.65
64G RENTAL COMM-RENTAL	\$ 2.75	
	-	
1- 96 1xwk- Trash Removal	\$ 18.35	\$24.80
2- 96 1xwk- Trash Removal	\$ 36.70	\$49.55
3- 96 1xwk- Trash Removal	\$ 55.05	\$74.30
4- 96 1xwk- Trash Removal	\$ 73.40	\$99.10
5- 96 1xwk- Trash Removal	\$ 91.75	\$123.85
6- 96 1xwk- Trash Removal	\$ 110.10	\$148.65
7- 96 1xwk- Trash Removal	\$ 128.45	\$173.40
96G COMM 1XWK-TRASH REMOVAL	\$ 18.35	\$24.80
96G COMM 2XWK-TRASH REMOVAL	\$ 23.85	\$32.05
96G COMM 3XWK-TRASH REMOVAL	\$ 55.05	\$74.30
96G RENTAL COMM-RENTAL	\$ 2.75	\$3.65
	-	
<b>1- 3YD DUMPSTERS</b>	-	
1YD COMM RENT	\$ 4.50	\$4.50
1YD FL & RL DELIVERY	\$ 38.30	\$51.00
1YD FL & RL 1XWK-TRASH REMOVAL	\$ 21.60	\$21.90
1YD FL & RL 2XWK-TRASH REMOVAL	\$ 65.85	\$66.85
1YD FL & RL 3XWK-TRASH REMOVAL	\$ 110.10	\$111.75
1YD FL & RL 4XWK-TRASH REMOVAL	\$ 154.35	\$156.70
1YD FL & RL 5XWK-TRASH REMOVAL	\$ 198.80	\$201.60
1YD FL & RL EXTRA PICKUP	\$ 7.00	\$7.35
4 lyds 2xwk	\$ 263.40	\$267.30
	-	
1.5YD COMM RENT	\$ 5.50	\$5.50
1.5YD FL & RL DELIVERY	\$ 38.30	\$51.00
1.5YD FL & RL 1XWK-TRASH REMOVAL	\$ 30.60	\$31.10

1.5YD FL & RL 2XWK-TRASH REMOVAL	\$ 77.60	\$78.75
1.5YD FL & RL 3XWK-TRASH REMOVAL	\$ 124.60	\$126.45
1.5YD FL & RL EXTRA PICKUP	\$ 9.10	\$9.60
1.5yd 1xwk- Trash Removal	\$ 61.20	\$62.20
	-	
2YD COMM RENT	\$ 6.50	\$7.35
2YD FL & RL DELIVERY	\$ 38.30	\$51.00
2YD FL & RL 1XWK-TRASH REMOVAL	\$ 37.50	\$38.00
2YD FL & RL 2XWK-TRASH REMOVAL	\$ 86.50	\$87.60
2YD FL & RL 3XWK-TRASH REMOVAL	\$ 135.50	\$137.30
2YD FL & RL 4XWK-TRASH REMOVAL	\$ 184.50	\$186.95
2YD FL & RL 5XWK-TRASH REMOVAL	\$ 233.50	\$233.50
2YD FL & RL EXTRA PICKUP	\$ 11.10	\$15.30
2yd Temp on call	\$ 11.10	\$15.30
2yd on call	\$ 11.10	\$15.30
2 2yd 1xwk- Trash removal	\$ 75.00	\$75.95
2 2yd 3xwk- Trash removal	\$ 271.00	\$274.55
3 2yd 1xwk- Trash removal	\$ 112.50	\$113.90
3 2yd 3xwk- Trash removal	\$ 406.50	\$411.85
4 2yd 3xwk- Trash removal	\$ 542.00	\$549.10
	-	
3YD FL COMM RENT	\$ 8.50	\$9.80
3YD FL DELIVERY	\$ 38.30	\$51.00
3YD FL & RL 1XWK-TRASH REMOVAL	\$ 55.50	\$56.50
3YD FL & RL 2XWK-TRASH REMOVAL	\$ 109.80	\$111.70
3YD FL & RL 3XWK-TRASH REMOVAL	\$ 164.10	\$166.70
3YD FL & RL 4XWK-TRASH REMOVAL	\$ 218.40	\$222.15
3YD FL & RL 5XWK-TRASH REMOVAL	\$ 272.70	\$277.35
3YD FL EXTRA PICKUP	\$ 16.55	\$23.35
3YD Temp on call	\$ 16.55	\$23.35
2 3yd 3xwk- Trash removal	\$ 328.20	\$333.35
3 3yd 2xwk- Trash removal	\$ 329.40	\$335.05
	-	
<b>4-8YD DUMPSTERS</b>	-	
4YD COMMERCIAL RENT	\$ 10.50	\$12.15
4YD FL DELIVERY	\$ 38.30	\$51.00
4YD FL & RL 1XWK-TRASH REMOVAL	\$ 67.00	\$68.10
4YD FL & RL 2XWK-TRASH REMOVAL	\$ 124.50	\$126.60
4YD FL & RL 3XWK-TRASH REMOVAL	\$ 182.00	\$185.10
4YD FL & RL 4XWK-TRASH REMOVAL	\$ 239.50	\$243.60
4YD FL & RL 5XWK-TRASH REMOVAL	\$ 297.00	\$302.10
4YD FL EXTRA PICKUP	\$ 20.25	\$29.15
4yd temp on call	\$ 20.25	\$29.15
4yd on call	\$ 20.25	\$29.15

2 4yd 1xwk- Trash Removal	\$ 134.00	\$136.20
	-	
6YD COMM RENT	\$ 15.50	\$19.45
6YD FL & RL DELIVERY	\$ 38.30	\$51.00
6YD FL 1XWK-TRASH REMOVAL	\$ 88.00	\$89.50
6YD FL 2XWK-TRASH REMOVAL	\$ 151.90	\$154.45
6YD FL 3XWK-TRASH REMOVAL	\$ 215.80	\$219.35
6YD FL 4XWK-TRASH REMOVAL	\$ 279.70	\$284.30
6YD FL 5XWK-TRASH REMOVAL	\$ 343.60	\$349.25
6YD FL EXTRA PICKUP/ PER DUMP OC	\$ 26.10	\$37.90
6yd Temp on call	\$ 26.10	\$37.90
6yd on call	\$ 26.10	\$37.90
	-	
8YD FL COMM RENT	\$ 19.25	\$24.75
8YD FL DELIVERY	\$ 38.30	\$51.00
8YD FL 1XWK-TRASH REMOVAL	\$ 114.75	\$116.80
8YD FL 2XWK-TRASH REMOVAL	\$ 186.90	\$190.15
8YD FL 3XWK-TRASH REMOVAL	\$ 259.05	\$263.60
8YD FL 4XWK-TRASH REMOVAL	\$ 331.20	\$337.00
8YD FL 5XWK-TRASH REMOVAL	\$ 403.35	\$410.45
8YD FL EXTRA PICKUP	\$ 44.00	\$58.30
8yd Temp on call	\$ 44.00	\$58.30
8yd on call	\$ 44.00	\$58.30
4 8yd 1xwk- Trash Removal	\$ 459.00	\$467.05
4 8yd 2xwk- Trash Removal	\$ 747.60	\$760.60
	-	
<b>20- 30YD DUMPSTERS</b>	-	
20YD DELIVERY	\$ 64.51	\$87.30
20YD TEMP RENT	\$ 130.00	\$182.15
20YD COMM RENT PERM	\$ 76.50	\$128.90
20yd comm rent perm	\$ 76.50	\$128.90
20YD EMPTY & RETURN	\$ 160.00	\$218.55
20YD DUMP/RMV	\$ 160.00	\$218.55
	-	
25YD RENT PERM	\$ 86.50	\$128.90
25YD EMPTY & RETURN	\$ 160.00	\$218.55
	-	
30YD DELIVERY	\$ 64.51	\$87.30
30YD TEMP RENT-RENTAL	\$ 130.00	\$182.15
30YD COMM PERMANENT RENT	\$ 101.50	\$128.90
30YD 1X WEEK	\$ 573.57	\$627.75
30YD 2X WEEK	\$ 1,147.14	\$1,225.50
30YD EMPTY & RETURN	\$ 166.00	\$218.55
30YD DUMP/RMV-HAULING FEE	\$ 166.00	\$218.55

30YD TRIP FEE (RETURN TRIP)	\$ 65.00	\$86.10
	-	
<b>COMPACTORS</b>	-	
1.5yd compactor 1xwk- Hauling Fee	\$ 95.63	\$123.15
	-	
2YD COMPACTOR 1XW-HAULING FEE	\$ 131.10	\$165.35
2YD COMPACTOR HAULING FEE	\$ 37.56	\$47.40
2yd comp 2xwk- Hauling fee	\$ 243.60	\$330.70
	-	
3YD COMPACTOR 1XWK-HAULING FEE	\$ 195.05	\$245.80
3YD COMPACTOR-HAULING FEE	\$ 56.32	\$71.00
	-	
5YD COMPACTOR 1XWK	\$ 325.08	\$409.60
	-	
6YD COMPACTOR 2XWK	\$ 780.00	\$1,004.40
6yd Compactor 3XWK	\$ 1,066.02	\$1,506.55
	-	
4YD COMPACTOR 1XW-HAULING FEE	\$ 260.00	\$330.75
4YD COMPACTOR 2XW-HAULING FEE	\$ 520.00	\$661.50
4YD COMPACTOR 3XW-HAULING FEE	\$ 780.00	\$992.20
4YD COMPACTOR-HAULING FEE	\$ 75.08	\$96.15
	-	
15YD COMP HAUL	\$ 165.75	\$218.55
		\$722.70
15YD COMPACTOR 1XWK - HAULING FEE	\$ 573.56	
	-	
20YD COMPACTOR- HAULING FEE	\$ 220.80	\$284.10
20YD COMPACTOR 1XW- HAULING FEE	\$ 764.75	\$967.80
20YD COMPACTOR 2XW- HAULING FEE	\$ 1,529.50	\$1,935.55
20YD COMPACTOR 3XW-HAULING FEE	\$ 2,294.25	\$2,294.25
	-	
25YD COMP HAUL	\$ 276.00	\$354.50
25YD COMP 1XWK	\$ 955.95	\$1,204.50
	-	
30YD COMP HAUL	\$ 330.98	\$422.50
30Y COMPACTOR 1XWK-HAULING FEE	\$ 1,147.15	\$1,258.90
30Y COMPACTOR 3XWK-HAULING FEE	\$ 3,441.45	\$3,776.70
	-	
40Y COMPACTOR 1XWK-HAULING FEE	\$ 1,529.54	\$1,927.25
40Y COMPACTOR-HAULING FEE	\$ 441.30	\$575.50
	-	
<b>CLEANING &amp; SANITIZING</b>	-	
1YD CONTAINER	\$ 55.00	\$71.50
1.5 YD CONTAINER	\$ 60.00	\$78.95



demonstrated that some contractors will call in an emergency locate to which many city departments have to respond immediately, only to find it is actually a non-emergency. Emergencies should be reserved for situations where there is an imminent risk to life, health, or property. Staff involved believes this fee is a fair solution to discourage non-emergency calls for emergency locates. Departments involved in utility locates include Streets and Engineering, Water, Wastewater, and Municipal Services (IT division). This policy is designed to offset actual costs and ensure fair compensation as defined in the Idaho Statute, while also discouraging misuse of emergency services. Pursuant to Idaho Code § 55-2205, owners of underground facilities are eligible for compensation when responding to excavation notices given less than two business days prior to the excavation.

**OUTDOOR EATING FACILITY**

Sidewalk Encroachment Permit      ~~\$125.00~~ 131.25

**SOUND TRUCKS/LOUDSPEAKER PERMIT:** \$100.00

**SPECIAL EVENTS/ STREET CLOSURES (Parades)**

<u>Category</u>	<u>Participants</u>	<u>Hours</u>	<u>Length</u>	<u>Fee</u>
High	Over 500	6+ hours	21+ blocks	<del>\$750.00</del> <u>787.50</u>
Medium	201 - 500	3 - 6 hours	12 - 20 blocks	<del>\$300.00</del> <u>315.00</u>
Low	0 - 200	Under 3 hours	Under 12 blocks or no street closure	<del>\$150.00</del> <u>157.50</u>
Farmers Market		Operates less than 3 hours		No Charge

**CHILDCARE/DAY CARE FACILITY**

Facility License

    Less than 13 children                      ~~\$60.00~~ \$ 63.00

    13 or more children                        ~~\$100.00~~ \$105.00

Athletic Club Facility License              ~~\$20.00~~ \$ 21.00

Individual License                              ~~\$10.00~~ \$ 10.50

**FOOD COURT LICENSE**

Food Court License:                            ~~\$60.00~~ 63.00

Fire Inspection Fee                            ~~\$40.00~~ 42.00

Food Court License Annual Renewal:      ~~\$50.00~~ 52.50  
(R 17-005)

**MOBILE VENDOR**

Mobile Vendor Permit:                        ~~\$150.00~~ 157.50

Fire Inspection Fee                            ~~\$80.00~~ 84.00

**DETECTIVE AGENCY/~~MERCHANT POLICE~~SECURITY AGENT**

Detective Agency/~~Merchant Police~~ Security Agency \$60.00 63.00  
 Detective/~~Merchant Police~~Security Agency Employee/Individual \$30.00 31.50

**DRAIN LAYER**

Drain Layer Contractor \$45.00 47.24  
 Drain Layer License \$25.00 26.25

**HOME OCCUPATION**

Home Occupation Certificates \$50.00 52.50  
 Renewal Certificates \$25.00 26.25

**KENNEL LICENSE**

Annual Kennel License Fee \$40.00 42.00

**MASSAGE THERAPY/FACILITY**

Massage Facility, New \$120.00 126.00  
 Massage Facility, Renewal \$60.00 63.00  
 Fire Inspection Fee \$40.00 42.00

**PARKING PERMIT FOR CONSTRUCTION**

Construction vehicles only \$14.00 15.00/day

**SAFE AND SANE FIREWORKS**

Firework Stand Permit \$160.00 168.00/location plus \$100.00 security deposit  
 Reinspect Fee: \$40.00 42.00

**BEER/WINE/LIQUOR LICENSES**

<u>CATEGORY</u>	<u>FEE</u>
<u>Beer Only – cans, bottles, and draft (not consumed on premises)</u>	<u>\$50.00</u>
<u>Beer Only – cans, bottles, draft (consumed on premises)</u>	<u>\$200.00</u>
<u>Beer &amp; Wine (not consumed on premises)</u>	<u>\$250.00</u> <u>(\$50.00 beer, \$200.00 wine)</u>
<u>Beer &amp; Wine – cans, bottles, and draft (consumed on premises)</u>	<u>\$400.00</u> <u>(\$200.00 beer, \$200.00 wine)</u>
<u>Beer, Wine, &amp; Liquor</u>	<u>\$762.50 - \$962.50</u> <u>(75% of State license fee=\$562.50 + \$200.00 for beer &amp; \$200 for wine)</u>

**NON-EMERGENCY, EMERGENCY LOCATE FEE:**

\$100.00 for each City Department involved in responding to such requests.

**PARKS AND RECREATION:** Tennis court rental fees should be based on recreation staff rate of \$40.00/hour. League fees are being raised to cover the cost of umpires; however, they are being increased at less than 5%.

**TENNIS COURT RENTAL:**

Tennis Court Rental                    ~~\$30~~ 40.00 per hour/per court

**LEAGUE FEES:**

Leagues	Flat fees
Softball	
Men/Women	<del>\$745.00</del> <u>760.00</u>
Coed	<del>\$745.00</del> <u>760.00</u>
Church/Seniors/	
Fall Coed	<del>\$590.00</del> <u>605.00</u>
Fall Seniors	<del>\$590.00</del> <u>605.00</u>

**PLANNING:** The Department is requesting fee increases based on rising operational and labor costs, the growing demands, and complexities of our planning processes, and to account for time spent by multiple staff members reviewing the applications, meeting with applicants, preparing notices, staff reports, presentations, attending meetings, and preparing findings and agreements. Time spent on processing development requests takes away from staff’s ability to work on special projects, long-range planning, code amendments, and reviewing building permits. Additionally, if planning fees are not increased, the General Fund and taxpayer dollars are helping to subsidize the cost of development, rather than having growth pay for growth. Four new fees are being proposed as follows: Design Review approval extension, preparation of parking agreements, a fee for a Limited Design Planned Unit Development (\$1,800 as compared to the Planned Unit Development fee of \$2,400) and conducting a pre-annexation meeting. Additionally, staff is proposing an increased civil penalty for operating a short-term rental (STR) without a permit, as discussed with the City Council in 2022. Lastly, staff is proposing to reorder and rename some of the fees for ease of use.

The fee increases are based on an average of the fully loaded rates of staff members involved (\$75/hour) in processing the development applications and the average hours spent per each type of request. The proposed fee increases have been carefully benchmarked against comparable jurisdictions to ensure they remain reasonable and competitive.

**DESIGN REVIEW FEE**

Design Review Commission	<del>\$700.00</del> <u>2,000.00</u>
Appeal of Design Review Commission Decisions	<del>\$500.00</del> <u>1,000.00</u>
<u>Design Review Extension</u>	<u>\$350.00</u>

**IN-LIEU OF PARKING FEES**

Downtown	\$10,000.00/ <del>parking space</del> *
Midtown	\$ 5,000.00*/ <del>parking space</del>
<i>*Per parking stall</i>	

PARKING AGREEMENTS

<u>Shared Use Parking Agreement (Administrative)</u>	<u>\$400.00</u>
<u>Reciprocal Parking Agreement (City Council approval)</u>	<u>\$800.00</u>

SHORT-TERM RENTAL (STR) PERMITS

<u>STR <del>Violations</del>/Civil Penalty for operating without a permit:</u>	<u><del>\$100.00</del> 1,000.00</u>
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ZONING & ANNEXATION ADMINISTRATION FEES

<u>Administrative and Appeal Hearings</u>	<u>\$ <del>700.00</del> 1,000.00</u>
<u>Hearing Examiner</u>	<u>\$ 500.00 (base fee)</u>
<u>+ Actual cost of outside consultant or \$150/hour if conducted by staff</u>	<u>+ Actual Cost</u>
<u>of Outside Consultant or \$150.00/hour if Conducted by Staff</u>	
<u>Planned Unit Development (PUD) Request</u>	<u><del>\$1,200.00</del> 2,400.00*</u>
<u><i>*Includes Final Development Plan (FDP) review</i></u>	
<u>Limited Design Planned Unit Development (LDPUD)</u>	<u>\$1,800.00</u>
<u>Planned Unit Development Amendment (PUD &amp; LDPUD)-</u>	<u>\$ <del>700.00</del> 1,000.00</u>
<u>Special Use Permit Request</u>	<u>\$ <del>700.00</del> 800.00</u>
<u>Special Use Permit Request for Cell Tower</u>	<u>\$ <del>700.00</del> 3,000.00**</u>

-+ Actual Cost of Outside

Consultant

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

<u>Special Use Permit Extension</u>	<u>\$350.00**</u>
<u>Variance Request</u>	<u>\$ <del>700.00</del> 1,200.00</u>
<u>Zone Change</u>	<u><del>\$1,200.00</del> 2,000.00</u>
<u>Pre-Annexation Meeting</u>	<u>\$350.00</u>
<u>Annexation Request</u>	<u>\$2,000.00***</u>
<u>Legal Preparation of Annexation Agreement/Development Agreement</u>	<u>\$800.00 (base fee)</u>
<u>+ Actual Development Agreement labor costs, if needed</u>	

Legal Preparation of Annexation Agreement/ \$ 800.00 Minimum Charge or  
Actual Development Agreements Labor Costs, Whichever is Greater

<u>De-annexation Request</u>	<u>\$ <del>700.00</del> 800.00</u>
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-+ Actual Cost of Surveyor Review\*\*\*

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

<u>Mini Meeting Requested by Applicant</u>	<u>\$ 350.00</u>
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\*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.

MAILING & PUBLICATION FEES

Public Notice Mailings \$ ~~6.00~~ 1.00 (per address)/mailing  
 Published Notices (~~billed to applicant~~) \$300.00

~~OTHER FEES~~

~~Re-inspect fee when site not prepared – inspection not cancelled — \$50.00  
 (R 22-063, 19-058, 18-043, 17-005)~~

SUBDIVISION FEES

Preliminary Plat Preapplication Meeting \$350.00\*  
*\*Applies to all Formal, Short, & Condominium plats*  
Preliminary Formal Subdivision Request \$2,000.00\*\*  
 +\$100.00 per lot for each: lot, tract, or similar over 5  
*\*\*Formal Subdivision: 5 or more lots, tracts, parcels, or sites*  
Preliminary Short Subdivision \$1,000.00\*\*\*  
*\*\*\*4 or less lots, tracts, parcels, or sites*  
Condominium Plat \$1,000.00 Subdivision  
Request \$2,000.00+\$50.00/Lot for 5+ lots

~~Subdivision Pre-Application Meeting — \$ 200.00~~  
 Subdivision Time Extension (Formal, Short, or Condominium) \$ ~~250.00~~ 350.00  
 Hearing Examiner when used \$ ~~500.00~~ (bBase fee)  
 + Actual cost of outside consultant or \$150/hour if conducted by staff  
~~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~~

OTHER FEES

Project Review Meeting \$350.00  
Mini Meeting Requested by Applicant \$350.00  
Re-inspect fee when site not prepared – inspection not cancelled \$ 75.00

**STREETS AND ENGINEERING:** Requests to “park” items temporarily within the street right-of-way have become more frequent and staff has no method to allow and/or charge appropriate fees. Based on best practices, staff is proposing a fee structure that will consider the time needed for an obstruction, the area’s congestion, violation fees, and the existence of historic landmarks, with the fee waived for the moving of a building which is a historic landmark, or a contributing building located within an historic district. Additionally, with high rises becoming more prevalent with zero setbacks and very little nearby vacant land available, construction staging in the City right-of-way is becoming more common. Charging encroachment fees based on square footage of right-of-way obstructed for the duration of obstruction incentivizes developers and contractors to minimize the amount of right-of-way obstructed and the time it is obstructed.

**EXCAVATION/ENCROACHMENT PERMITS**

<del>Encroachment (basic work within alley or street right-of-way)</del>	<del>\$50.00</del>
<del>Encroachment with traffic obstructions</del>	<del>\$100.00 Minimum*</del>
<del>Encroachment with Street Cut</del>	<del>\$200.00 Minimum*</del>

**Encroachment with excavation in public right-of-way:**

a. the first three working days:	\$100.00
b. each additional three-working-day period:	\$40.00

**Encroachment with no excavation:**

a. the first three days:	\$25.00/day
b. each additional three-day period:	\$40.00

**Temporary Obstructions:**

Moving a building within public right-of-way:	\$100.00
Dumpster or temporary storage unit:	\$100.00/15 days
Long-term encroachment in downtown or congested area:	\$0.20/sf/month

**Civil Penalties:**

Working without a permit or failure to give notice:	\$500.00
Working beyond the scope of a permit:	\$250.00

~~NOTE: In the event a right-of-way excavation or encroachment permit would require more than one fee as set forth above, the fee shall be the total of all fees specified. Except in the situation where both an encroachment permit for a sewer connection and a plumbing inspection of the sewer is require for new home construction, the only fee will be in the amount of the plumbing inspection fee.~~

**WATER:** Fees have been adjusted to reflect actual costs. Some increases are less than 5%, but are reflected as a method of tracking the fees. Other increases are based on staffing costs. A new fee for a fill station delinquent usages charge is recommended as the Department is experiencing many more hours to cancel this service. For example, if a contractor/user is delinquent in paying the bill for use of permanent bulk water fill stations, an employee must travel to all five of the

Water Department’s permanent fill stations around the City to deactivate the fill station pin numbers with a laptop computer. This process is to ensure that delinquent accounts are not able to continue using the fill stations. Total time to deactivate and reactive fill station pin numbers, as well office staff’s time to process paperwork, is estimated at 4 hours for each account which would be billed to customers at time of reactivation. Employee time will be billed a rate of \$47/hr. The access code reactivation fee total amount for a delinquent account would be \$188.00. The following rate increases are 2.5% or rounded up to the nearest dollar: Water Meter Rates, Water Volume Rates, Cap Fees, Fire Line Rates, and Fire Line Cap Fees. These increases are based on the increase in pumping, maintenance, labor, transportation and fuel costs across the board.

**CALL OUT WATER SERVICES**

**CALL OUT WATER SERVICES**

Normal Working Hours:

Special Meter Reading ~~\$31.00~~ \$33.00

Emergency Turn On/Off for Customer Service Line Repairs ~~\$42.00~~ No Charge

**DELINQUENT UTILITY CHARGES**

Reconnection Fee – Off Hours	<del>\$84.00</del> <u>88.00</u>
Tag Fee	<del>\$31.00</del> <u>33.00</u>
Overdue Backflow Assembly Test Tag Fees	<del>\$31.00</del> <u>33.00</u>
Shut Off Fee	<del>\$31.00</del> <u>33.00</u>

**BULK WATER USE FEES**

Water Drawn from Permanent Stations	\$ <del>1.35</del> <u>1.40</u> /1,000 gallons
<u>Access Code Re-activation Fee for Delinquent Account</u>	<u>\$ 188.00</u>
Water Drawn from Portable Station	\$ <del>1.00</del> <u>1.05</u> /1,000 gallons
3 <sup>rd</sup> and Subsequent Requests to Move Portable Stations	\$ <del>42.00</del> <u>47.00</u>

**IMPROPER OPERATION OF WATER FACILITIES FEE** (unauthorized operation of water infrastructure control devices including but not limited to: meter shut off valves, water main valves, or fire hydrants)

- First offence: Verbal Warning
- Second offence: ~~\$50.00~~ 53.00
- Third offence: ~~\$500.00~~ 525.00 and a complaint to IBOL

SCHEDULE 1		
METERED RATES		
Meter Size	Current Fee	<u>Proposed for</u> <u>May 8, 2024</u>
3/4"	<del>\$10.08</del>	<u>\$10.33</u>
1"	<del>\$11.11</del>	<u>\$11.39</u>

1-1/2"	\$12.43	\$12.74
2"	\$16.17	\$16.57
3"	\$43.58	\$44.67
4"	\$53.77	\$55.11
6"	\$77.47	\$79.41
8"	\$104.57	\$107.18
10"	\$135.04	\$138.42

VOLUME RATES (\$/1,000 GALLONS)		
Class	Current	Proposed for May 8, 2024
Residential (0-30 Kgals)	\$1.09	\$1.12
Residential (31-50 Kgals)	\$1.57	\$1.61
Residential (Over 50 Kgals)	\$2.14	\$2.19
Non-Residential Low (0-50 Kgals)	\$0.92	\$0.94
Non-Residential Low (Over 50 Kgals)	\$1.91	\$1.96
Non-Residential High	\$0.97	\$0.99
Irrigation (0-200 Kgals)	\$1.29	\$1.32
Irrigation (201-400 Kgals)	\$1.74	\$1.78
Irrigation (Over 400 Kgals)	\$2.14	\$2.19

SCHEDULE 2 WATER CAPITALIZATION FEES		
CAPITALIZATION FEE SCHEDULE		
	Current	Proposed for May 8, 2024
Cap Fees Fees		-
Meter Size:		-
3/4"	\$3,348	\$3,432
1"	\$5,593	\$5,733
Service Size:		
Existing Only 1-1/2"	\$11,150.00	\$11,429
2"	\$17,847	\$18,294
Existing Only 3"	\$35,728	\$36,622
4"	\$55,820	\$57,216
6"	\$111,604	\$114,365
8"	\$178,575	\$183,040
10"	\$256,727	\$263,146

**PRIVATE FIRE LINE RATES**

Monthly Rates:

For unmetered service through a separate line for firefighting purposes:

<u>SERVICE SIZE</u>	<u>MONTHLY RATE</u>
1.5" or smaller	<del>\$6.60</del> \$6.77
2"	<del>\$6.60</del> \$6.77
3"	<del>\$6.60</del> \$6.77
4"	<del>\$8.80</del> \$9.02
6"	<del>\$13.17</del> \$13.50
8"	<del>\$17.57</del> \$18.01
10"	<del>\$21.95</del> \$22.50
12"	<del>\$26.39</del> \$27.05

**PRIVATE FIRE LINES CAPITALIZATION FEES**

For unmetered service through a separate line for firefighting purposes, the following cap fees shall apply:

<u>SERVICE SIZE</u>	<u>CAPITALIZATION FEE</u>
3 or smaller	<del>\$484</del> \$497
4"	<del>\$968</del> \$993
6 "	<del>\$1,936</del> \$1,985
8"	<del>\$2,903</del> \$2,976
10"	<del>\$4,839</del> \$4960
12"	<del>\$6,049</del> \$6,201

**SCHEDULE 3**

**WATER HOOKUP FEES (Only Due if City Installs Service)**

(Labor & Materials)

Standard service hookup fee schedule (by size) completes 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	<del>\$2895.00</del> <u>\$6,066.00</u>	<del>\$1000.00</del> <u>\$1050.00</u>
2" or less	<del>\$6220.00</del> <u>\$11,852.00</u>	<del>\$1000.00</del> <u>\$1050.00</u>

Radio-read Endpoint Fee= ~~\$179.00~~ 188.00 for all services (whether city installed or not).