



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

GENERAL SERVICES/PUBLIC WORKS COMMITTEE

with

Council Members McEvers, Miller & Gookin

March 21, 2022, 12:00 p.m.

AGENDA

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

- Item 1 Request Approval of a Contract with HDR Engineering, Inc., to Prepare the Wastewater Rate Study - Capital Program Manager Mike Becker, Wastewater Department.

- Item 2 Request Approval of a Voluntary Reallocation of the Idaho State Opioid Settlement Allocation to Panhandle Health District - Director Renata McLeod, Municipal Services Department.

- Item 3 Request Approval of the Destruction of Records as Allowed by the City's Records Retention Schedule - Director Renata McLeod, Municipal Services Department.

- Item 4 Request Approval of the Renewal of an Agreement with Lake CdA Cruises - Director Bill Greenwood, Parks & Recreation Department.

- Item 5 Request Approval of the Solicitation of Request for Proposals (RFP) for Concessions at Atlas Waterfront Park - Director Bill Greenwood, Parks & Recreation Department.
- Item 6 Request Approval of the Solicitation of Request for Proposals (RFP) to Build Two (2) Docks and Provide Business Operations for Public Water-Based Recreation Near the Harbor Center - Director Bill Greenwood, Parks & Recreation Department.

Library Community Room
702 Front Avenue

The City of Coeur d'Alene will make reasonable accommodations for anyone attending this meeting who requires special assistance for hearing, physical, or other impairments. Please contact Juanita Knight, Senior Legal Assistant, at (208) 769-2348 at least 24-hours in advance of the meeting date and time.

**GENERAL SERVICES/PUBLIC WORKS
STAFF REPORT**

DATE: MARCH 21, 2022

FROM: MIKE BECKER, CAPITAL PROGRAMS MANAGER, WW DEPARTMENT

SUBJECT: WASTEWATER RATE STUDY CONTRACT WITH HDR ENGINEERING, INC.

DECISION POINT:

Should City Council authorize the Wastewater Department (WW) to execute a Professional Services Agreement (PSA) with HDR Engineering, Inc. (HDR), for updating the City's Comprehensive Wastewater Rate and Fee Study for the cost of \$163,736.00?

HISTORY:

Since 2002, the WW undertakes a comprehensive study where Consultants are hired to determine the adequacy of the City's wastewater monthly user rates and capitalization fees as it compares to the department's treatment, composting, and sewer collection system operating costs and capital expenses. It is based on generally accepted financial planning and rate setting methodologies that are specifically tailored to Coeur d'Alene's unique wastewater system characteristics and is a continuation of the City's current policy for making fair and equitable adjustments to sustain funding for the department's operations, maintenance, replacement and capital improvements for the next 5 years (2023 to 2027).

Rate and fee study updates occur every five (5) years and are essential in order to ensure that the department remains financially healthy, satisfying the requirements of bond holders and provide the basis for development of the capital funding plan to address operational and regulatory requirements. The last update (2017) was completed by HDR, adopted by City Council in 2018 and is set to expire in 2023.

Currently, Coeur d'Alene has one of the lowest monthly sewer rates within the region.

FINANCIAL ANALYSIS:

A copy of this Study's proposed PSA and HDR's Scope of Services (Exhibit A) and Compensation Schedule (Exhibit B) is accompanying this report. As shown, the total contract amount for this project is \$163,736.00.

This project is a multi-year project and will extend into FY 2022/2023. Under #031-022-4351-7300, WW has budgeted \$100,000 for FY 21/22 and will budget the remaining balance next year (FY 22/23).

PERFORMANCE ANALYSIS:

This project is a continuation of the City's ongoing adoption and implementation of our sewer rates and capitalization fee structure. HDR has been instrumental in the City's planning and design that allows the WW to operate in compliance with U.S. Environmental Protection Agency and Idaho Department of Environmental Quality requirements.

HDR has completed our last four (4) rate studies. They have an exceptional performance record with the WW and were selected to perform this update because they are already familiar with our Wastewater Facility Plan and Sewer Master Plan. This will save the City considerable amount of money in data collection, information review and, in accordance with Idaho Statute § 67-2320(4), the City is allowed to negotiate a new professional services contract for an associated or a phased project. HDR's scope of services will include presentations to the public and to the City Council.

This PSA has been reviewed by the City's Legal Department.

DECISION POINT/RECOMMENDATION:

City Council should authorize the Wastewater Department (WW) to execute a Professional Services Agreement (PSA) with HDR Engineering, Inc., for \$163,736.00 to update the City's Comprehensive Wastewater Rate and Fee Study.

PROFESSIONAL SERVICES AGREEMENT

between

CITY OF COEUR D'ALENE

and

HDR ENGINEERING, INC.

for

WASTEWATER RATE AND FEE STUDY

THIS Agreement is made and entered into this ____ day of _____, 2022, between the CITY OF COEUR D'ALENE, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City," and HDR ENGINEERING, INC., a corporation duly organized and existing in the state of Idaho, with its principal place of business at., 412 E. Parkcenter Blvd., Boise, Idaho 83706, hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, the City has scheduled for Fiscal Year 2022/23 an update to the 2017 Comprehensive Wastewater Rate and Fee Study based on generally accepted financial planning and rate setting methodologies specifically tailored to the City's unique customers and wastewater System characteristics.

Section 1. Definitions.

In this agreement:

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

B. The term "Consultant" means HDR Engineering, Inc., 412 E. Parkcenter Blvd., Boise, Idaho 83706.

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

D. The term "Agent" means the Wastewater Director with budget authority on behalf of the City of Coeur d'Alene or his authorized representative.

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

Section 3. Scope of Services.

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

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

Section 4. Personnel.

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

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

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

Section 5. Time of Performance.

The services of the Consultant shall commence upon execution of this Agreement by the City and shall be completed on or before January 13, 2023. The period of performance may be extended for additional periods only by the mutual written agreement of the parties.

Section 6. Compensation.

A. Subject to the provisions of this Agreement, the City shall pay the Consultant a sum not to exceed One-hundred Sixty-three thousand Seven hundred Thirty-six and no/100 dollars (\$_163,736.00), unless authorized in writing by the City.

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

Section 7. Method and Time of Payment.

Monthly invoices must be submitted by the 10th of the month for work done in the previous calendar month. Payment shall be made by the end of each calendar month for the work completed in the previous calendar month if the monthly invoice is timely submitted. Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council.

Section 8. Termination of Agreement for Cause.

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

Section 9. Termination for Convenience of City.

The City may terminate this Agreement at any time by giving thirty (30) days written notice to the Consultant of such termination and specifying the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Section 8 above shall, at the option of the City, become its property. The Consultant shall be entitled to receive compensation not to exceed the amount reasonably billed for work actually done and expenses reasonably incurred as of the effective date of the termination.

Section 10. Modifications.

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

Section 11. Equal Employment Opportunity.

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

B. To the extent permitted by applicable law, the Consultant shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the City may require.

Section 12. Interest of Members of City and Others.

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

Section 13. Assignability.

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

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

Section 14. Interest of Consultant.

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

Section 15. Findings Confidential.

Any reports, information, data, etc., given to or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.

Section 16. Publication, Reproduction and Use of Materials.

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

Section 17. Audits and Inspection.

Consultant shall provide access for the City and any duly authorized representatives to any books, documents, papers, and records of the consultant that are directly pertinent to specific agreement for the purpose of making audit, examination, excerpts, and transcriptions. Consultant shall retain all records pertinent to the project for three years after final payment and all other pending matters are closed.

Section 18. Jurisdiction; Choice of Law.

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

Section 19. Non-Waiver.

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

Section 20. Permits, Laws and Taxes.

The Consultant shall acquire and maintain in good standing all permits, licenses and other documents necessary to its performance under this Agreement. All actions taken by the Consultant under this Agreement shall comply with all applicable statutes, ordinances, rules, and regulations. The Consultant shall pay all taxes pertaining to its performance under this Agreement.

Section 21. Relationship of the Parties.

The Consultant shall perform its obligations hereunder as an independent contractor of the City. The City may administer this Agreement and monitor the Consultant's compliance with this Agreement but shall not supervise or otherwise direct the Consultant except to provide recommendations and to provide approvals pursuant to this Agreement.

Section 22. Integration.

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

Section 23. City Held Harmless.

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

B. The Consultant shall save, hold harmless, and indemnify the City, its officers, agents, and employees from and against damages or liability arising out of the Consultant's negligent acts, errors, or omissions, including costs and expenses for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by persons or property to the extent arising from Consultant's negligent performance of this Agreement, including but not limited to Consultant's professional services. To this end, Consultant shall maintain Errors and Omissions insurance in at least the amounts set forth in Section 25B.

Section 24. Notification.

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

Section 25. Standard of Performance and Insurance.

A. Consultant shall maintain general liability insurance naming the City, its entities, and its representatives as additional insureds in the amount of at least Five-hundred thousand and no/100 dollars (\$500,000.00) for property damage or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for by Idaho Code 6-924.

B. In performance of professional services, the Consultant will use that degree of care and skill ordinarily exercised under similar circumstances by members of the Consultant's profession. Should the Consultant or any of the Consultants' employees be found to have been negligent in the performance of professional services from which the City sustains damage, the Consultant has obtained Errors and Omission Insurance in at least the amount of Five-hundred thousand and no/100 dollars (\$500,000.00) per claim and in the aggregate. The Consultant shall maintain, and furnish proof thereof, coverage for a period of two years following the completion of the project.

C. The Consultant shall obtain and maintain auto liability insurance in the amount of Five-hundred thousand and no/100 dollars (\$500,000.00) for the duration of the project.

D. Prior to work under this Agreement, the Consultant shall furnish to the City certificates of the insurance coverages required herein, which certificates must be approved by the City Attorney. Certificates shall provide cancellation notice information that assures at least thirty (30) days' notice prior to cancellation of the policy for any reason in which case the Consultant shall promptly notify the City.

Section 26. Non – Discrimination.

During the performance of this contract, the Consultant, for itself, its assignees and successors in

interest (hereinafter referred to as the “Consultant”) agrees as follows:

A. The Consultant shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract. In addition, the Consultant shall comply with the requirements of Title 9, Chapter 9.56, Coeur d’Alene City Code.

B. The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sexual orientation, and/or gender identity/expression, in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations or discrimination prohibited by Title 9, Chapter 9.56, Coeur d’Alene City Code.

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

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

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

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

F. Pursuant to Idaho Code § 67-2346, Consultant affirmatively states and certifies that it is not currently engaged in, and that it will not engage in for the duration of this Contract,

a boycott of goods or services from Israel or territories under its control. In this paragraph, the terms “company” and “boycott Israel” shall have the meanings ascribed in Idaho Code § 67-2346.

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

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

CITY OF COEUR D’ALENE

HDR ENGINEERING, INC.

James Hammond, Mayor

_____, President

ATTEST:

ATTEST:

Renata McLeod, City Clerk

_____, Secretary

Introduction

The purpose of this study is to develop an update to the 2017 Comprehensive Wastewater Rate and Fee Study. The study will be based on generally accepted financial planning and rate setting methodologies specifically tailored to the City's unique customer and system characteristics.

Scope of Services

The following scope of services has been developed to provide the requested deliverables as requested by the City. As a point of reference, the current challenges posed by COVID-19 does not change the scope of services but does change the methods of communication. HDR has attempted to highlight those areas. Provided below is the proposed scope of services to complete the study.

Task 1—Project Management

Task 1 is designed to provide project management services to execute the updated comprehensive wastewater rate study in accordance with the schedule, budget, and quality expectations established and keeps the City informed of the status of the project.

HDR Approach:

- Conduct monthly 1-hour conference calls/virtual meetings with City's project manager to review project status and action items.
- Attend quarterly meetings with the City in Coeur d'Alene to review status of the planning effort. To extent practical, these will be coordinated with other meetings and workshops.
- Monitor project progress including work completed, work remaining, budget expended, schedule, estimated cost of work remaining, and estimated cost at completion.
- Provide quality control review of work activities and project deliverables.
- Prepare and submit monthly narrative report and invoice for the duration of the project (see schedule, below).

Assumptions:

- City will participate in conference calls and meetings.
- City will review narrative reports and approve invoice.
- City will review and approve modifications to approach, schedule, and deliverables as appropriate.

Deliverables:

- Monthly progress report and invoice.

Task 2—Initial Project Meeting

Bring HDR and City management and staff together, at the start of the project, for both parties to have a mutual understanding of the goals, objectives, issues and concerns related to the study.

HDR Approach:

- Facilitate a two hour virtual meeting with City and HDR staff.
- Form the foundation for the rate study process by discussing the study's overall goals and objectives.
- Discuss issues and concerns regarding wastewater rates from the City of Coeur d'Alene and HDR.

Assumptions:

- The initial project meeting is a two hour virtual meeting with up to four HDR staff.

- The scope of services and fee for services may be revised depending on the City's final set of objectives for this study.

Deliverables:

- Two hour virtual project meeting.
- A memorandum confirming the objectives, issues and concerns by both the City and rate study team via email to City project manager.

Task 3—Data Collection

Provide a written request detailing the data required to complete the study and review and assess the City's existing wastewater funds, budget data, and facility needs, and information.

HDR Approach:

- Provide a written data request to the City outlining the data necessary to complete the study.
- Assist the City Wastewater Department with communication of asset accounting data needed for completion of the rate study.

Assumptions:

- The City will provide a timely response for the data requested.
- City will discuss data constraints with HDR and collaborate with HDR on determining alternative data for the study.

Deliverables:

- An initial written data request to the City and identification of any data constraints via email to City project manager.

Task 4—Review of Customer Characteristics

Review the current strength and volume (flow) characteristics of the customer classes of service and compare to prior cost of service assumptions.

HDR Approach:

- Review the data for each customer class of service to determine current volume and strength characteristics.
- Compare the recent characteristics to the prior cost of service characteristics for each customer class of service.

Assumptions:

- The City will assist in reviewing the strength and volume data.
- City will provide key customer data for review and evaluation.

Deliverables:

- Summary table comparing the current customer characteristics to the prior cost of service characteristics.

Task 5—Project Planning and Approach Meeting

Hold a half day project meeting at the City's offices to review and discuss the study methodology and customer characteristics.

HDR Approach:

- Facilitate a half-day project meeting at the City's office with the HDR and City teams.

- Review the data and information from Task 4.
- Review and discuss cost of service methodology and approach.

Assumptions:

- Project meeting is for four hours with up to three HDR staff.

Deliverables:

- A half day meeting at the City's offices.
- Confirmation of study approach and customer characteristics for the cost of service analysis.

Task 6—Revenue Requirement

Based on the most recent model developed for the City, and using generally accepted rate setting methodologies, update and develop the ten year financial plan (revenue requirement) for the wastewater utility. This analysis provides the level of funding to prudently fund operating and capital expenses. As part of this task evaluate key financial guidelines and parameters to maintain the financial sustainability for the wastewater utility over the projected time period.

HDR Approach:

- Develop a financial plan, or revenue requirement analysis, which is a major analytical step in prudent utility financial planning.
- Review the various sources of funds (revenues) and compare them to the applications of funds (expenses).
- Consider the prudent and proper funding for O&M and capital expenditures and determine the need for rate adjustments over a 10-year time period, with the focus on the next three to five years for rate setting purposes.
- Provide a more detailed discussion of the various steps involved in developing the City's financial plans/models and revenue requirement as provided below:
- Select a projected time period and method of accumulating costs.
- Develop a method to accumulate revenues and expenses, and review reserves and financial policies.
- Develop the Capital Improvement Funding Plan.

Assumptions:

- The Idaho Department of Environmental Quality (DEQ) requires a review and update of the user charge system at least biennially during the life of the SRF Loan Agreement to assure that all costs including debt retirement, capital replacement, operation and maintenance are offset by sufficient revenues as a condition of the Loan Agreement for the wastewater treatment plant expansion.
- This scope of services consists of one update to the user charge system for SRF requirements.
- Up to two scenarios for modeling various growth, inflation and other cost impacts in any future year are included in this scope of services.
- A half-day workshop to develop the initial capital plan and review financial policies.

Deliverables:

- A projected revenue requirement analysis for a 10-year period that considers the necessary operating and capital needs of the wastewater utility.
- Recommendations regarding key financial indicators (e.g., debt service coverage, capital replacement, reserve levels).
- Half-day workshop with City staff to develop and revise the capital improvement plan and review financial policies.
- Develop a financing plan to reflect the funding of the capital improvement plan within the revenue

requirement analysis.

- Specifically review up to two (2) alternatives available for capital improvements and the resulting impacts to rates.
- Sensitivity analysis within the model to adjust growth and other factors impacting future costs and revenue.
- A transition plan to “phase in” any needed rate adjustments.

Task 7—Cost of Service

To equitably allocate the costs of the utility to the cost components and customer classes in the manner in which those costs are incurred, resulting in average unit costs for each customer class. The basis for the City’s rate structure is based on the cost of service analysis where capital and operating costs are allocated. The approach to the cost of service analysis uses a collaboration between the rate analyst and the wastewater engineer in order to develop a sound and defensible basis for the cost allocations.

HDR Approach:

- Develop a wastewater cost of service analysis to equitably allocate the revenue requirements to the various customer classes served by the City.
- Develop both the allocation and distribution of costs to reflect the City’s system and customer characteristics.
- At the conclusion of the cost of service analysis, provide a measure of the equitable allocation of costs to the various customer groups, along with the average unit cost of service (e.g., \$/customer/month, \$/1,000 gallons, etc.).
- Provide a review of the City’s system data and customer classes of service.
- Distribute the revenue requirement to the various classes of service.
- Prepare a summary of the cost of service (comparing present revenues to allocated revenue requirements), along with average unit costs (cost-based rates) for the various customer classes of service.

Assumptions:

- A half-day workshop to review the cost of service analysis, results, and recommendations.

Deliverables:

- A cost of service analysis that equitably allocates the costs of the wastewater utility to the various customer classes of service in an Excel format.

Task 8—Rate Design

Develop proposed wastewater rates for a five year period based on the results of the prior tasks.

HDR Approach:

- Develop an understanding of the City’s rate design goals and objectives.
- Provide City with examples of industry practices for rate making in Idaho and throughout the country.
- Review rate study goals with the City Council.
- Evaluate the City’s existing rates structure as compared to current industry trends.
- Review with the City any current administrative issues associated with the existing rates and determine if other approaches are available.
- Explore rate design alternatives that meet the goals and objectives with City staff.
- Verify that the alternatives chosen for development will also be compatible with the City’s billing system.
- Develop up to two (2) rate structure alternatives based on the cost of service information and City’s specific usage information for the City Council’s consideration.

- Develop rate designs that fund the revenue requirements for the rate setting period (i.e., next five years).
- Compare the City's present and proposed rate structures with those of surrounding utilities.
- Provide a bill comparison and graph for each rate design that shows a comparison between the present bill and the proposed bill at various levels of usage.

Assumptions:

- Potential rate design goals may include those such as revenue stability, equity, and ease in understanding and administration.
- Understanding the City's rate objectives will assist HDR in development of final rates.
- City policies provide the framework within which rates will be structured.
- Comparisons rate structures with surrounding utilities, while comparing apples and oranges due to operating, political, and geographic differences, can aid in better understanding current trends and approaches.
- Bill comparisons are useful in assessing the potential impacts to a wide variety of customers.
- A two hour virtual project meeting to review and discuss the rate design alternatives.

Deliverables:

- Review of the City's current wastewater rates.
- Development of up to two (2) rate design alternatives for the City Council's consideration.
- Bill comparisons and graphs for proposed rate alternatives.
- Comparison of the City's present and proposed rates to neighboring jurisdictions.
- A projection of final rate structures to generate adequate revenue for operations, infrastructure and reserves.

Task 9—Update of the Wastewater Capitalization Fee

Develop an update to the City's current capitalization (Cap) fee for the wastewater utility to reflect cost-based levels. Cap fees are concerned with the cost of developing new capacity to serve growth or expansion on the City's wastewater system. The analysis and resulting report will detail the development of the analysis will provide the cost-basis for the updated Cap Fee. This will allow the City Council to make policy decisions that balance the cost-basis of the proposed Cap Fee with the need for capital fees that are sufficiently priced for "affordable" growth.

HDR Approach:

- Update the City's wastewater Cap fee to incorporate the City's current capital plans and anticipated system growth to cost-based levels.
- Consider both the existing capacity of infrastructure that is in place, along with the capital plan as it relates to growth, in the development of a cost-based Cap fee.
- Review the methodology used to establish the City's existing Cap fee and provide recommendations regarding modifications.
- Discuss with City staff the current methodology and implementation for the updated calculation to meet City specific goals and objectives.
- Review with the City current administrative issues associated with the fees and determine if other approaches are available

Assumptions:

- City will review and comment on the draft Cap Fee analysis.
- Cap fees are related to the issue of financing growth and who should pay or share in the cost of that growth. As a general philosophy, most utilities prefer to have "growth pay for growth." This statement

implies a cost-based Cap fee.

- Cost-based Cap fees collect an appropriate charge that considers both the cost of the available capacity, along with any new capacity that must be constructed. All costs are placed in current day dollars (inflated or deflated as appropriate). Cap fees are developed on the basis of the value of capacity, with the charges for a customer increasing in price in direct relationship to their expected capacity use of the system.
- The update of the City's existing Cap fees will provide a cost-based Cap fee that is in conformance with methodologies generally accepted in the industry.
- A half day project meeting at the City's offices to review the Cap Fee recommendations.

Deliverables:

- An updated cost-based and equitable Cap fees for the current capital plan time period.

Task 10—Public Presentations

Provide effective public presentations of the findings, results, and recommendations of the rate and fee study.

HDR Approach:

- Provide up to two (2) meetings with the City Council and one (1) open house/committee meeting with up to three (3) HDR staff members to discuss the findings and conclusions of the study with the public.
- Follow the first City Council meeting with a summary of the meeting and direction for the study.
- Design the summary for the City to use in local media, newsletters, utility billings, web postings to inform customers of the rate study, and to encourage input.
- Present the findings, results and recommendations of the study at the second and final Council meeting.

Assumptions:

- Two (2) public presentations (meetings) with the City Council are anticipated, one (1) open house/committee meeting.
- The open house/committee meeting and one City Council Meeting will be scheduled for the same date.
- Additional meetings can be provided on a time and materials basis.
- HDR's PowerPoint presentations to City Council will be provided for City's use with the media, website, or other public information/communication methods.

Deliverables:

- Up to two (2) public presentations with the City Council and one (1) open house/committee meeting.
- Associated PowerPoint files will be provided to the City for review and use for public outreach.

Task 11—Written Documentation

Provide a written report summarizing the findings, conclusions, and recommendations of the rate and fee study. The report will include the rate ordinance along with the technical analysis completed to support the study approach and recommendations.

HDR Approach:

- Develop a written report, documenting assumptions, conclusions, and recommendations of the rate and fee study.
- Document the activities undertaken as a part of the project and present the plan and program for a user charge system for payment of operation and maintenance of facilities constructed under State Revolving Fund loans.
- Provide technical appendices of the technical analyses undertaken within our reports.



- Provide an electronic draft report for review and comment by City staff.
- Incorporate City staff comments into a draft final report for review by City staff.
- Provide the City with the final electronic copy of the report.

Assumptions:

- The City will provide a single set of reconciled review comments in track changes.

Deliverables:

- An electronic copy of the draft written report for the rate and fee study.
- An electronic copy of the final written report for the rate and fee study.

Task 12—Follow Up Services

At the completion of the analysis HDR will be available to assist City staff with questions regarding the analysis, updating the model, or answering rate related questions.

HDR Approach:

- HDR will be available to assist the City with questions related to the development of wastewater rates and fees.

Assumptions:

- The City will contact HDR with a request for assistance.
- HDR will provide the City with a time and fee estimate.
- If travel is necessary for the follow up services it will be identified in the fee estimate.

Deliverables:

- As requested/necessary.

This concludes proposed approach (scope of work) for the City's wastewater rate and fee study. This scope of work has been developed based upon our understanding of the City's goals and objectives for this study. Additional services not included within the above scope of services will be provided to the City at the agreed upon hourly billing rates.

Project Time Schedule

The City has estimated that the proposed rates and fees will be adopted by the City Council and go into effect in April of 2023. The project time period is appropriate given the prior studies completed for the City along with the key issues that will be discussed and developed as part of this study. If the reviews by City staff or Council are delayed, the project time schedule will be adjusted by the corresponding number of days.

Compensation

For services described in this Agreement, payment shall be made on a Cost Plus Fixed Fee basis.

The City shall pay Consultant's direct expenses incurred in providing services, including the cost of subconsultants. Consultant shall not mark up Consultant's expenses. Normal charges for direct operating expenses are listed below:

- | | |
|--------------------------------------|-------------------|
| ■ • automobile travel | IRS-approved rate |
| ■ • Other travel expenses | at direct cost |
| ■ • Telephone and video conferencing | at direct cost |



- • Fed-Ex, UPS, postage at direct cost
- • Printing at direct cost

The City's total consideration, including fixed fee and expenses, shall not exceed \$163,736 without an amendment which significantly changes the services to be provided. An estimated task-by-task breakdown of project costs is shown in Exhibit B.

Consultant shall invoice City monthly for Consultant's services. Invoices shall itemize costs incurred for each task identified in the scope of work. A short summary project status memorandum will be provided with each invoice.



Task No./Task Name	Direct Labor	Indirect Labor Overhead	Labor Cost	Direct Costs	Professional Fee	Total
Task 1 Project Management	\$3,922	\$7,255	\$11,170	\$50	\$1,381	\$12,600
Task 2 Initial Project Meeting	\$1,547	\$2,862	\$4,405	\$15	\$544	\$4,965
Task 3 Data Collection	\$1,535	\$2,839	\$4,371	\$15	\$540	\$4,926
Task 4 Review of Customer Characteristics	\$3,267	\$6,043	\$9,303	\$5	\$1,150	\$10,458
Task 5 Project Planning and Approach Meeting	\$2,273	\$4,205	\$6,474	\$1,680	\$800	\$8,954
Task 6 Revenue Requirement	\$8,562	\$15,840	\$24,386	\$1,675	\$3,014	\$29,074
Task 7 Cost of Service	\$5,963	\$11,032	\$16,983	\$1,675	\$2,099	\$20,757
Task 8 Rate Design	\$2,680	\$4,958	\$7,633	\$5	\$943	\$8,581
Task 9 Update of the Wastewater Capitalization Fee	\$5,944	\$10,996	\$16,927	\$1,615	\$2,092	\$20,634
Task 10 Public Presentations	\$3,604	\$6,667	\$10,263	\$3,230	\$1,268	\$14,762
Task 11 Written Documentation	\$3,445	\$6,373	\$9,811	\$25	\$1,213	\$11,049
Task 12 Follow up Services	\$5,305	\$9,814	\$15,108	\$0	\$1,867	\$16,976
Total	\$48,046	\$88,885	\$136,834	\$9,990	\$16,912	\$163,736

**GENERAL SERVICES/PUBLIC WORKS
STAFF REPORT**

DATE: MARCH 21, 2022

FROM: RENATA MCLEOD, CITY CLERK/MUNICIPAL SERVICES DIRECTOR

**SUBJECT: APPROVAL OF A VOLUNTARY REALLOCATION OF THE IDAHO
STATE OPIOID SETTLEMENT ALLOCATION**

DECISION POINT:

Should Council approve a voluntary reallocation of the Idaho State Opioid Settlement allocation to Panhandle Health District?

HISTORY:

In September 2021, the Idaho Attorney General's Office requested that cities consider participating in a joint settlement agreement with three (3) drug companies, Johnson and Johnson, Amerisource Bergen, and Cardinal, to compensate for the impact of opioids throughout the state. It was unknown at that time when settlement would occur, what the dollar amount would be, and what the requirements for use of the funds would be. In November 2021, the City of Coeur d'Alene (City) received the program outline and estimate of the funding amount (attached). Panhandle Health District created a committee four-years ago and created an opioid action plan for the community. They already have two (2) staff assigned for the implementation of the opioid action plan and have received two (2) grants allowing them to move forward with that plan. As they receive additional funding, they would like to enhance the program by community awareness campaigns, prevention efforts, education, and harm reduction. They work with public safety regarding overdose mapping and Narcan distribution, and will continue to do so. After review of the program requirements, and knowing the infrastructure is already in place at the Health District, it is staff's recommendation to sign the voluntary reallocation agreement to forward the City's share of the settlement to Panhandle Health District for their program implementation. This is specifically allowed under the Idaho Opioid Settlement Intrastate Allocation Agreement.

FINANCIAL:

The statewide settlement is estimated to be \$120,000,000 over 18 years. 40% of that will be allocated to cities and counties (\$48,000,000); the City of Coeur d'Alene's allocation is 2.76%, totaling \$1,324,501 over 18 years. The first distribution is expected to take place in April 2022. 20% of the settlement goes directly to participating Health Districts.

DECISION POINT/RECOMMENDATION:

Council should approve a voluntary reallocation of the City's Idaho State Opioid Settlement allocation to Panhandle Health District.

**IDAHO OPIOID SETTLEMENT INTRASTATE ALLOCATION AGREEMENT
BETWEEN THE STATE OF IDAHO, HEALTH DISTRICTS, AND ELIGIBLE LOCAL
GOVERNMENTS**

SIGN-ON

By signing below I represent that I am fully authorized to enter into the Idaho Opioid Settlement Allocation Agreement on behalf on the named governmental entity, and that all necessary approvals and conditions precedent to my execution have been satisfied.

Signature: _____

Name: _____

Title: _____

Governmental Entity: _____

Date: _____

VOLUNTARY REALLOCATION

**[DO NOT FILL OUT UNLESS YOUR GOVERNMENT HAS SIGNED ON ABOVE AND
WISHES TO VOLUNTARILY REALLOCATE ITS SHARE OF FUNDS TO ITS REGIONAL
PUBLIC HEALTH DISTRICT]**

By signing below I represent that the named governmental entity does not wish to receive the funds allocated to it under the Idaho Opioid Settlement Allocation Agreement and has authorized that its share of funds instead be allocated to the following regional public health district established under Title 39, Chapter 4, Idaho Code.

Name of Public Health District: _____

Signature: _____

Name: _____

Title: _____

Governmental Entity: _____

Date: _____

Exhibit A
Approved Opioid Abatement Strategies

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following¹:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

¹ As used in this Exhibit A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Public Creditor Trust Distribution Procedures.

Exhibit A
Approved Opioid Abatement Strategies

8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
14. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

Exhibit A
Approved Opioid Abatement Strategies

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

Exhibit A
Approved Opioid Abatement Strategies

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.

Exhibit A
Approved Opioid Abatement Strategies

14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 2. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
 5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

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4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

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Approved Opioid Abatement Strategies

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.
10. Support for Children’s Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:

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1. Increase the number of prescribers using PDMPs;
2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation’s Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increase electronic prescribing to prevent diversion or forgery.
8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Fund community anti-drug coalitions that engage in drug prevention efforts.
6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
7. Engage non-profits and faith-based communities as systems to support prevention.
8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school

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Approved Opioid Abatement Strategies

employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.

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9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid-

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Approved Opioid Abatement Strategies

or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

Exhibit A
Approved Opioid Abatement Strategies

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

EXHIBIT B
ALLOCATION OF LOCAL GOVERNMENT SHARE

Local Government	Percentage of Local Government Share
Ada County, Idaho	13.2776278333%
Adams County, Idaho	0.1446831902%
Ammon City, Idaho	0.0812916024%
Bannock County, Idaho	3.0595589832%
Bear Lake County, Idaho	0.6082712041%
Benewah County, Idaho	0.6526829809%
Bingham County, Idaho	1.6421270812%
Blackfoot City, Idaho	0.6283857401%
Blaine County, Idaho	0.9137717551%
Boise City, Idaho	12.7586409110%
Boise County, Idaho	0.3309644652%
Bonner County, Idaho	2.5987361786%
Bonneville County, Idaho	3.7761253875%
Boundary County, Idaho	0.8788284447%
Burley City, Idaho	0.4485975363%
Butte County, Idaho	0.1839745518%
Caldwell City, Idaho	1.1958553249%
Camas County, Idaho	0.0422073443%
Canyon County, Idaho	5.0120113688%
Caribou County, Idaho	0.4396183832%
Cassia County, Idaho	0.7270235866%
Chubbuck City, Idaho	0.4841935447%
Clark County, Idaho	0.0420924425%
Clearwater County, Idaho	0.4890418390%
Coeur D'Alene City, Idaho	2.7593778237%
Custer County, Idaho	0.2133243878%
Eagle City, Idaho	0.1711876661%
Elmore County, Idaho	0.8899512165%
Franklin County, Idaho	0.5753624958%
Fremont County, Idaho	0.5716071696%
Garden City, Idaho	0.5582782838%
Gem County, Idaho	1.3784025725%
Gooding County, Idaho	0.6966472013%
Hayden City, Idaho	0.0047132146%
Idaho County, Idaho	0.8474305547%
Idaho Falls City, Idaho	3.8875027578%
Jefferson County, Idaho	0.9842670749%
Jerome City, Idaho	0.4169017424%
Jerome County, Idaho	0.6223444291%
Kootenai County, Idaho	5.6394798565%
Kuna City, Idaho	0.1849461724%

Local Government	Percentage of Local Government Share
Latah County, Idaho	1.2943861166%
Lemhi County, Idaho	0.4880814284%
Lewis County, Idaho	0.2882543555%
Lewiston City, Idaho	2.0176549375%
Lincoln County, Idaho	0.1930184422%
Madison County, Idaho	1.2748404845%
Meridian City, Idaho	2.4045650754%
Minidoka County, Idaho	0.9140620922%
Moscow City, Idaho	0.6590552650%
Mountain Home City, Idaho	0.5706694591%
Nampa City, Idaho	3.3274647954%
Nez Perce County, Idaho	1.2765833482%
Oneida County, Idaho	0.2371656647%
Owyhee County, Idaho	0.5554298409%
Payette County, Idaho	1.2750728102%
Pocatello City, Idaho	2.9494898116%
Post Falls City, Idaho	0.6781328826%
Power County, Idaho	0.3505171035%
Preston City, Idaho	0.1496220047%
Rexburg City, Idaho	0.1336231941%
Shoshone County, Idaho	1.2841091340%
Star City, Idaho	0.0001322772%
Teton County, Idaho	0.4258195211%
Twin Falls City, Idaho	1.8245765222%
Twin Falls County, Idaho	3.3104301873%
Valley County, Idaho	0.8074710814%
Washington County, Idaho	0.4917358652%

EXHIBIT C
ALLOCATION OF HEALTH DISTRICT SHARE

Health District	Percentage of Health District Share
District 1 (Panhandle)	14.50%
District 2 (North Central)	6.87%
District 3 (Southwest)	13.38%
District 4 (Central)	31.95%
District 5 (South Central)	10.11%
District 6 (Southeastern)	11.31%
District 7 (Eastern)	11.88%

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

DATE: MARCH 21, 2022

FROM: RENATA MCLEOD, MUNICIPAL SERVICES DIRECTOR/CITY CLERK

SUBJECT: REQUEST FOR DESTRUCTION OF RECORDS

DECISION POINT:

Should Council authorize the destruction of certain public records in accordance with the City's records retention schedule?

HISTORY:

The Water Department is requesting the destruction of certain records that have surpassed the retention period and requests the destruction of those records: temporary records from 1981 through 2019, such as bulk water and cross connection files, locate request, residential and commercial permits, and budget and account payable files; and semi-permanent records include Bac T tests, and chemical analysis from 1986-2011. The Finance Department is requesting the destruction of certain records that have surpassed the retention period and requests the destruction, specifically semi-permanent records including fleet inventory, journal entries, petty cash/trail balance and daily adjustment records. Other records to be destroyed include service requests, billing calendars, fixed asset files and various payroll records from 2015-forward. The Municipal Services Department is requesting the destruction of semi-permanent records consisting of business licenses from 2017. The destruction of these files will allow for needed storage space. Documentation from the department is attached.

PERFORMANCE ANALYSIS:

Because of the lack of storage space, records are routinely reviewed to determine if maintaining the records is warranted. Because the attached list of records has exceeded the time required to maintain them and their useful life has been exhausted, it is necessary to purge these files in order to obtain storage space for future records. This request is in accordance to the approved Records Retention Policy approved pursuant to Resolution No. 16-056.

DECISION POINT:

Council should authorize staff to proceed with the destruction of records from the Water, Municipal Services, and Finance Departments, as listed, and pursuant to I.C. § 50-907 and the City's adopted records retention schedule.

REQUEST FOR DESTRUCTION OF RECORDS

RECORD DESCRIPTION	TYPE OF RECORD (Perm./Semi-P/Temp)	DATES OF RECORDS (From - To)
WATER DEPARTMENT		
Accounts Payable Proof List	Temporary	FY2019
Bac-T Tests	Semi-Permanent	1986 / 1994 – 1997 / 2002–2008
Budgets	Temporary	1981-1983 / 2000-2002 / 2006-2008
Bulk Water Files	Temporary	2019
Chemical Analysis	Semi-Permanent	1981-1982 / 1992–1994 / 1996-2001 / 2003-2011
Commercial Permit Copies	Temporary	1998 / 2002 / 2019
Comprehensive Plan	Temporary	1999
Cross Connection Files	Temporary	2019
Locates	Temporary	2019
Residential Permits	Temporary	2019
Service Work Orders	Temporary	2019
Vehicle Records	Temporary	1991 – 1998
MUNICIPAL SERVICES DEPARTMENT		
Business Licenses	Semi-permanent	2017
FINANCE DEPARTMENT		
Accounts payable – check registers, proof lists and journal entries	Temporary	9/2018 to 9/2019
Accounts payable – check request vouchers showing vendor names and voucher amounts – invoices and attachments	Temporary	9/2018 to 9/2019
Parking tickets	Semi-permanent	9/2015 to 9/2016
Trial balance report	Semi-permanent	9/2015 to 9/2016

RECORD DESCRIPTION	TYPE OF RECORD (Perm./Semi-P/Temp)	DATES OF RECORDS (From - To)
Fleet Inventory	Semi-permanent	9/2015 to 9/2016
Journal Entries	Semi-permanent	9/2015 to 9/2016
Petty Cash Records	Temporary	9/2018 to 9/2019
Utility billing – Service requests (work orders); turn off lists	Semi-permanent	9/2015 to 9/2016
Bank checking account records, bank statements, deposit slips, cancelled checks and check stubs, and bank statements: bank checking account records miscellaneous	Semi-permanent	9/2015 to 9/2016
Utility billing calendar, monthly billing proofs, new owners' lists, past due reports and payment stubs; collections spreadsheets; turn off lists; utility billing registers; meter proofs & reading schedule	Semi-permanent	9/2015 to 9/2016
Bond files	Semi-permanent	9/2015 to 9/2016
Cash receipting proofs and cash receipting tapes	Semi-permanent	9/2015 to 9/2016
Budget amendments and preparation	Semi-permanent	9/2015 to 9/2016
Revenue & Expenditure Budget summary	Semi-permanent	9/2015 to 9/2016
Fixed Asset Files and Reports	Semi-permanent	9/2015 to 9/2016
Building Permit copies from cash receipting	Semi-permanent	9/2015 to 9/2016
Payroll Deductions by employee, lists deduction code, amount and total for year to date	Semi-permanent	9/2015 to 9/2016
Payroll Garnishments	Semi-permanent	9/2015 to 9/2016
Payroll records, time sheets, reports	Semi-permanent	9/2015 to 9/2016
Payroll W-2 forms held electronically	Semi-permanent	9/2015 to 9/2016
Payroll check registers	Semi-permanent	9/2015 to 9/2016
Employees Payroll Pay reports	Semi-permanent	9/2015 to 9/2016
Workman's compensation	Semi-permanent	9/2015 to 9/2016

RECORD DESCRIPTION	TYPE OF RECORD (Perm./Semi-P/Temp)	DATES OF RECORDS (From - To)
Unemployment Compensation Insurance	Semi-permanent	9/2015 to 9/2016
Grant Financial files	Semi-permanent	9/2015 to 9/2016
Letter of Agreement	Semi-permanent	9/2015 to 9/2016
Sewer connection fees & rate issues and letters	Semi-permanent	9/2015 to 9/2016
Travel / Training expenses	Semi-permanent	9/2015 to 9/2016

**GENERAL SERVICES/PUBLIC WORKS
STAFF REPORT**

DATE: MARCH 21, 2022
FROM: BILL GREENWOOD, PARKS & RECREATION DIRECTOR
SUBJECT: LAKE CDA CRUISES AGREEMENT RENEWAL

DECISION POINT:

General Services recommends that Council renew the City's Lease Agreement with Lake CDA Cruises for an additional five-year period with an optional five-year extension.

HISTORY:

Lake CDA Cruises has been leasing Bays 1, 2, 3, 6, 7 and 8 on the commercial dock for over 25 years.

FINANCIAL ANALYSIS:

The rental amounts, as per the lease agreements, are increased each year based on the current CPI (Consumer's Price Index). The lease will be \$47,014.33, based on a monthly rental of \$1,097.44 per month per bay, from April 1, 2022, to October 31, 2022, plus \$921.85, which is the two percent (2%) Department of Lands fee. Lessee is required to report any use of said dock during the period of November 1 to March 31, providing compensation to the Lessor on a per use basis.

PERFORMANCE ANALYSIS:

Lake CDA Cruises currently has a 2-year lease agreement with the City that will expire on March 31, 2022. They are requesting a renewal of their lease for a 5-year term going forward. Section 3 of this Agreement allows Lake CDA Cruises to submit a written request for a five-year extension of their lease after April 1, 2026, and before September 1, 2026.

DECISION POINT / RECOMMENDATION:

General Services recommends that Council approve the renewed Lease Agreement with Lake CDA Cruises.

LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into this _____ day of _____, 2022, by and between the **CITY OF COEUR D'ALENE**, a municipal corporation organized and existing under the laws of the state of Idaho, whose address is 710 E. Mullan Avenue, Coeur d'Alene Idaho 83814, hereinafter referred to as the "Lessor," and **LAKE COEUR D'ALENE CRUISES, INC.**, an Idaho Corporation with its principal place of business at P O Box 6200, Coeur d'Alene, Idaho 83816-1937, hereinafter referred to as the "Lessee."

WITNESSETH:

That the Lessor, for and in consideration of the rents and covenants hereinafter mentioned to be paid and performed by the Lessee, does hereby lease and let unto the Lessee the following described moorage along the City Dock between Independence Point and Hagadone Hospitality Company property, to wit:

THOSE SPACES DESCRIBED AS BAY 1, BAY 2, AND BAY 3
ON THE EAST SIDE OF THE CITY DOCK; AND

THOSE SPACES DESCRIBED AS BAY 6, BAY 7, AND BAY 8
ON THE WEST SIDE OF THE CITY DOCK.

Said bays are depicted on the attached drawing identified as Exhibit "A," and by this reference incorporated herein.

Section 1. Term: The term of this lease shall be five (5) years commencing April 1, 2022, and ending March 31, 2027. Any property left beyond March 31, 2027, will be impounded and returned to the Lessee only upon payment of reasonable impounding costs, fees, and storage. All rent is to be paid in advance as described below.

Section 2. Rental:

a) The Lessee agrees to pay as rental for the right of such moorage space and the use of said portion of said dock, for April 1, 2022 to October 31, 2022, the sum of Forty-seven Thousand Fourteen and 33/100 Dollars (\$47,014.33) payable on or before April 1, 2022; for the period of April 1, 2022, through October 31, 2022, calculated as follows: Forty-six Thousand Ninety-two and 48/100 Dollars (\$46,092.48) based on a monthly rental of One Thousand Ninety-seven and 44/100 Dollars (\$1,097.44) per month per bay and Nine Hundred Twenty-one and 85/100 Dollars (\$921.85), which represents the 2% Department of Lands fee as identified in Section 4. Annual fee increases will be based on the Consumer Price Index (CPI) Western. Payments for rental for each subsequent year shall be made in advance of April 1 for the period of April 1 through October 31 for that year.

b.1. If Lessee notifies City in writing of Lessee's intent to occupy said leasehold between November 1 and March 31, then the Lessee agrees to pay as rental for the right of such moorage space and use of said portion of said dock for the amount of Thirty-three Thousand Five Hundred Eighty-one and 66/100 Dollars (\$33,581.66) which shall be payable on or before November 1, 2022, for the period of November 1, 2022, through March 31, 2023, calculated as follows: Thirty-two Thousand Nine Hundred Twenty-three and 20/100 Dollars (\$32,923.20) based on a monthly rental of One Thousand Ninety-seven and 44/100 Dollars (\$1,097.44) per month per bay and Nine Hundred Twenty-one and 85/100 Dollars (\$921.85), which represents the 2% Department of Lands fee as identified in Section 4. Annual fee increases will be based on the Consumer Price Index (CPI) Western. Payments for rental for each subsequent year shall be made in advance of November 1 for the period of November 1 through March 31 for that year.

Or,

b.2. The Lessee may at its option remove its property and vacate the leased space prior to November 1 of any year, in which event rental for the months during which such space is not used between November 1 and March 31 will not be charged if the Lessee has, prior to November 1, certified in writing to the City Clerk that the space has been so vacated. In such event, City will utilize the bay(s) as it deems in the City's best interest. Lessee is required to report any use of said dock during the period of November 1 to March 31 and provide compensation to the Lessor on a per use basis. Per use basis shall be calculated based on the daily rate of the total monthly lease rate from April 1 to October 31.

Section 3. Renegotiation: Lessee may request a five (5) year extension of this agreement for the period from April 1, 2027, to March 31, 2032, by submitting to Lessor a written request for extension after April 1, 2026, and prior to September 1, 2026. Upon receipt of such request, the Lessor will consider whether it will grant an additional five (5) year extension and, if so, the parties may mutually renegotiate terms applicable to said extension.

If the parties are unable to negotiate terms mutually agreeable to both parties within sixty (60) days of the date of receipt of the request from Lessee for an extension of the original agreement, then no extension shall occur and the lease shall expire according to previously agreed upon terms.

Section 4. Additional Rental: The State of Idaho Land Board has initiated a fee or other charge against the Lessor during the term of this lease, for maintenance, operation, placement, and use of the City Dock, and the Lessee shall pay to the Lessor a proportionate share of such rental. This fee is included in Section 2. Should the State of Idaho charge any other or additional fee, Lessee shall be responsible for a proportionate share.

Section 5. Utilities: The Lessee agrees to pay all electrical services and other utility costs incurred at said dock and attributed to Lessee's operation pursuant to Section 12, entitled "Use of Leased Premises."

Section 6. Maintenance: The Lessee is expected not to conduct any activity or operate equipment in any manner not consistent with generally accepted marina boating practices that could cause damage to the City Dock, including but not limited to decking, railings, pilings, walkways, and float logs. To this end the Lessee agrees to promptly repair any damage done to the City Dock, including but not limited to decking, railings, pilings, walkways, and float logs, caused by the Lessee, Lessee's employees, agents, and/or customers, or caused by Lessee's boats and/or equipment. Lessee further agrees, at its sole cost, to promptly repair any damage done to the City's Third Street Seawall and Third Street Seawall Docks, including but not limited to decking, railings, pilings, walkways, and float logs, caused by the Lessee, Lessee's employees, agents, and customers, and/or caused by Lessee's boats and/or equipment, and to promptly notify the City Parks & Recreation Director of any such action whether to the City Dock, the Third Street Seawall or Third Street Seawall Docks. A drawing depicting the Third Street Seawall and Third Street Seawall Docks is attached hereto as Exhibit "B" is incorporated herein. In the event a City Dock reconstruction or modification project would reasonably impair Lessee from proceeding promptly with repairs, Lessee shall undertake and complete repairs required by this Section within a reasonable time after the City Dock reconstruction or modification project is complete.

Section 7. Improvements or Construction: The Lessee shall not construct anything on or about said Dock without the written consent of the Parks & Recreation Director. The Lessee agrees that City has the right to reconstruct and modify, including expansion of the Dock, at any time during the term of the Lease. Lessor however, agrees to make reasonable efforts to not make such modification between May 1 and August 31. Lessee further agrees that it shall have no claim against Lessor for any inconvenience or lost income that may result from reconstruction, modification, or expansion of the dock.

Section 8. Adjustments: The parties agree the rental and utility payments required under Section 2 entitled "Rental" and Section 5 entitled "Utilities" shall be adjusted on a pro rata basis for each day a City's reconstruction or modification project makes the dock inaccessible to Lessee's patrons or invitees.

Section 9. Signs: Except as set forth in this section and in Section 11, entitled "Souvenir Sales," no signs for advertising purposes or otherwise shall be attached to the dock or affixed in the area adjacent to the dock, except a small sign designating the owner or the name of the boat and its location, which sign must be approved by the Parks & Recreation Director and be in conformance with the Municipal Sign Code.

Section 10. Alcoholic Beverages: The Lessee shall not permit any person to debark from the watercraft to the City Dock with any opened, sealed, or unsealed container of any alcoholic beverage.

Section 11. Souvenir Sales: The Lessee may sell from the dock non-food items directly related to its business, with the following conditions. The only items that may be sold are hats, t-shirts, sweatshirts, mugs, drinking cups, bumper stickers, and pennants provided such items either bear the Lessee's logo or some other mark indicating a relation to the Lessee's business. Provided, however, that sales and display of the items are to be confined to the interior of their respective booths, which booths and location must be approved in writing by the Parks & Recreation Director

prior to placement. Signs advertising the items for sale must be approved by the Parks & Recreation Director and be in conformance with the Municipal Sign Code. The City reserves the right to direct Lessee to immediately cease the sale of souvenir items if, in the City's sole discretion, the continued sale of souvenir items creates an unsafe condition upon the City's dock. In such event, Lessee shall have no claim for damages against Lessor.

Section 12. Use of Leased Premises: It is understood and agreed that the Lessee will use the leased premises only for the moorage of the Mish-an-Nock, the Osprey, the Coeur d'Alene, the Kootenai, and the Spirit of Coeur d'Alene for hire, and the loading and/or unloading of said craft along with limited souvenir sales permitted in Section 11, entitled "Souvenir Sales." The manner of moorage of the watercraft shall be approved by the Lessor's Parks & Recreation Director. It is further understood and agreed that the general public shall at all times be invited to patronize the Lessee and shall have free access to and from the dock and the use thereof without charge by the Lessee. Due to increased water activity on the 4th of July, access to the dock will be restricted for commercial activity from 6:00 p.m. to the following morning.

Section 13. Liability: The Lessee covenants and agrees to indemnify, defend and hold the Lessor harmless from any and all demands, loss or liability for any injury or death occurring to any person or persons or for any damage to any property resulting from the business activities and operation of the Lessee in the use and possession of the leased premises pursuant to this Agreement.

The Lessee does further agree that it shall remedy any damage caused to the dock or docks which results from any acts of the Lessee, or the agents, employees, customers, patrons or passengers of the Lessee.

The Lessee shall not be liable for any loss, damage or injury which results from structural defects or failures of the dock or docks, if the structural defect or failure is not caused by the negligent acts of the Lessee, the agents, employees, customers, patrons or passengers of the Lessee.

The Lessee does agree that any structural defect that comes to the attention of the Lessee as relates to the leased property will be reported to the Lessor.

The Lessee does further agree that, as related to its use of the dock or docks for the purposes of loading or unloading passengers, it shall maintain reasonable inspection of the premises and shall take appropriate action to prevent their agents, employees, patrons or passengers from entering upon unsafe or defective conditions on the dock or docks of which it has notice, or from which a defective condition is readily apparent.

The Lessor shall have the right at all times during the Lease term to perform such inspections as it deems necessary of the premises.

The Lessee and Lessor do acknowledge that the Lessee's rights to the use of the dock or docks is in common with other lessees, including such other lessees having passengers, patrons or guests on or about the leased premises. The Lessee shall have no liability for any injury to or death of any person or persons or from any damage to the premises which results from or is occasioned by other lessees' operations and business activities.

Section 14. Insurance: The Lessee does agree that it shall procure, at its sole cost and expense, and maintain in full force and effect during the term of the Lease a Policy of Liability Insurance insuring against loss for personal injury, death, or property damage with limits of not less than \$1,000,000.

The Lessor shall be endorsed on the Contract of Insurance as an Additional Named Insured. A Certificate of Endorsement of the Lessor as an Additional Named Insured under the insurance coverage to be procured by the Lessee shall be issued and shall be re-issued upon the annual renewal of the Insurance Policy, and shall provide at least thirty (30) days' written notice to Lessor prior to cancellation of the policy.

No coverage shall be afforded to the Lessor by the Lessee or its Insurance Company that goes beyond the obligation of the liability of the Lessee as are defined and outlined in Section 13 of this Lease Agreement.

The Lessee shall further make available to the Lessor those provisions of the Insurance Policy that would have bearing upon the terms, coverages, exclusions and conditions as relate to the rights of the Lessor as an Additional Named Insured. No entitlement shall exist in favor of the Lessor to obtain, by request or otherwise, any information from or about the Contract of Insurance that relates to other insured activities of the Lessee, other properties that are covered by such insurance or any of the economics thereof, including premium payments, reports, reports on losses, or information relating to claims, excepting those claims arising pursuant to the activity of the Lessee under this Lease Agreement, for which the Lessor is to be protected as an Additional Named Insured. The Lessor shall be entitled to obtain a Declaration Sheet of coverage limits of the insurance to show compliance with the limits of insurance to be maintained by the Lessor.

Section 15. Assignability: Lessee shall not assign the lease or sublet the bay, or any part thereof, during the term hereof, without first having obtained the written consent of the Lessor to do so.

Section 16. Filing of Charges and Schedules: The Lessee shall at all times during the term hereof keep on file with the City Clerk of Coeur d'Alene and City of Coeur d'Alene Parks & Recreation Department a current schedule of its hours of operation and charges to the public as well as the maximum number of passengers anticipated for each departure. Additionally, the Lessee will provide schedules to the Clerk and the Parks & Recreation Department for all special cruises that may not be part of their aforementioned cruise season. The Lessee will notify the City of Coeur d'Alene immediately of any changes to all schedules.

Section 17: Operational Procedures: The Lessee shall, at all times during loading and unloading of passengers from the vessels onto the dock, monitor the dock for proper floatation and the allowable tolerance of the freeboard, which will be identified with a red tag/pin affixed to the dock cross member. The number of passengers will need to be distributed evenly to keep the dock floatation balanced at all times. The allowable number of vessels moored at the dock at one time for loading and unloading of passengers is four (4). The Lessee will provide staff to manage passengers for the larger cruises they may have. Safety procedures for loading and unloading of passengers shall include but not be limited to the following: use of barricades to identify boarding lines; posting a

deckhand at each cruise boat who will arrange and control the boarding line and the distribution of the passengers; providing security to prevent over crowding on the dock; and posting security at the entrance to the dock, who will not allow more than the weight capacity of passengers at one time onto the dock to keep the dock freeboard below the pin affixed to the dock cross member and this security personnel will maintain an orderly line of passengers for the cruise boats while maintaining access to the other facilities on the dock.

Section 18. Parking: The parties recognize that the City is involved in a process of developing a downtown properties plan that may modify, move or eliminate some parking in the present downtown public parking lots. Lessee acknowledges and agrees that this may occur and may affect the parking areas presently used by Lessee's customers. In the event of said occurrence, Lessee hereby releases, holds harmless Lessor and waives any claim whatsoever Lessee may have against the City its employees, agents, and elected and appointed officials in the event parking is modified.

Section 19. Removal in Emergency: Should it appear to the Lessor that because of flooding or other danger, the property of the Lessor is endangered by the mooring of watercraft, the Lessee shall, immediately after receiving notice, remove the watercraft from the leased premises until the danger has ceased as determined by Lessor.

Section 20. Other Laws: Lessee agrees it shall comply with all local, state, and federal laws, statutes, rules and regulations, including agency rules and regulations, that may apply to Lessee's use of the leased premises.

Section 21. Default: In the event the Lessee fails, neglects, or refuses to perform any covenant or condition required of Lessee herein, Lessor may terminate this Lease and reenter and retake possession of the leased space, retaining any and all payments made by the Lessee as liquidated damages, or the Lessor may, at its option, enforce the specific performance of the terms hereof, or take such other recourse as may be open to it in law or in equity. In any of such event, the Lessee agrees to pay all expenses, including a reasonable attorney's fee, in any suit or action brought by the Lessor.

Lessee further agrees, in the event of default, that Lessor may impound property moored at or on the dock and store the same at Lessee's expense at a location chosen by Lessor.

Section 22. Notice: Before declaring such default, the Lessor shall notify the Lessee in writing of the particulars in which it deems the Lessee to be in default, and the Lessee shall have seven (7) days from the time such written notice has been placed in the United States Mail addressed to the Lessee at the last address the Lessee has left with the Lessor, with proper postage affixed, within which to remedy the default. Any notice required herein to be given to City shall be written and deemed received by City when personally delivered to the office of the City Clerk, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814. Any notice required herein to be given to Lessee shall be written and deemed received by Lessee when addressed to P.O. Box 7200, Coeur d'Alene, Idaho 83816-1941, and deposited in the United States mail with proper postage affixed thereto. In lieu of service by mail, a notice of default 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 23. Lessor's Option to Terminate Lease: The Lessor may, at any time after ten (10) days' written notice, terminate this Lease, retake possession of the leased space upon payment to the Lessee of the prorated, unearned portion of the Lease payment. The notice of the exercise by the Lessor of its option to terminate the lease will identify any infraction in this agreement that causes termination, or the City may terminate the agreement for construction, access, or other needs or uses of said leased site.

Section 24. Time of the Essence: Time is of the essence of this Agreement.

The terms and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, and assigns of the respective parties.

IN WITNESS WHEREOF, the Lessor has caused this lease to be executed by its Mayor and attested to by its City Clerk, with the corporate seal hereunto affixed, and the Lessee has signed the same, the day and year first above written.

LESSOR:
CITY OF COEUR D'ALENE

LESSEE:
LAKE COEUR D'ALENE CRUISES, INC.

By: _____
James Hammond, Mayor

By: _____
Its: _____

By: _____
Renata McLeod, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 2022, before me, a Notary Public, personally appeared **James Hammond and Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the **City of Coeur d'Alene** and the persons who executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

Notary Public for Idaho
Residing at _____
My Commission expires: _____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 2022, before me, a Notary Public, personally appeared _____, known to me to be the _____ of **LAKE COEUR D'ALENE CRUISES, INC.**, and the person whose name is subscribed to the within instrument and acknowledged that such corporation executed the same.

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

Notary Public for Idaho
Residing at _____
My Commission expires: _____

Exhibit "A"

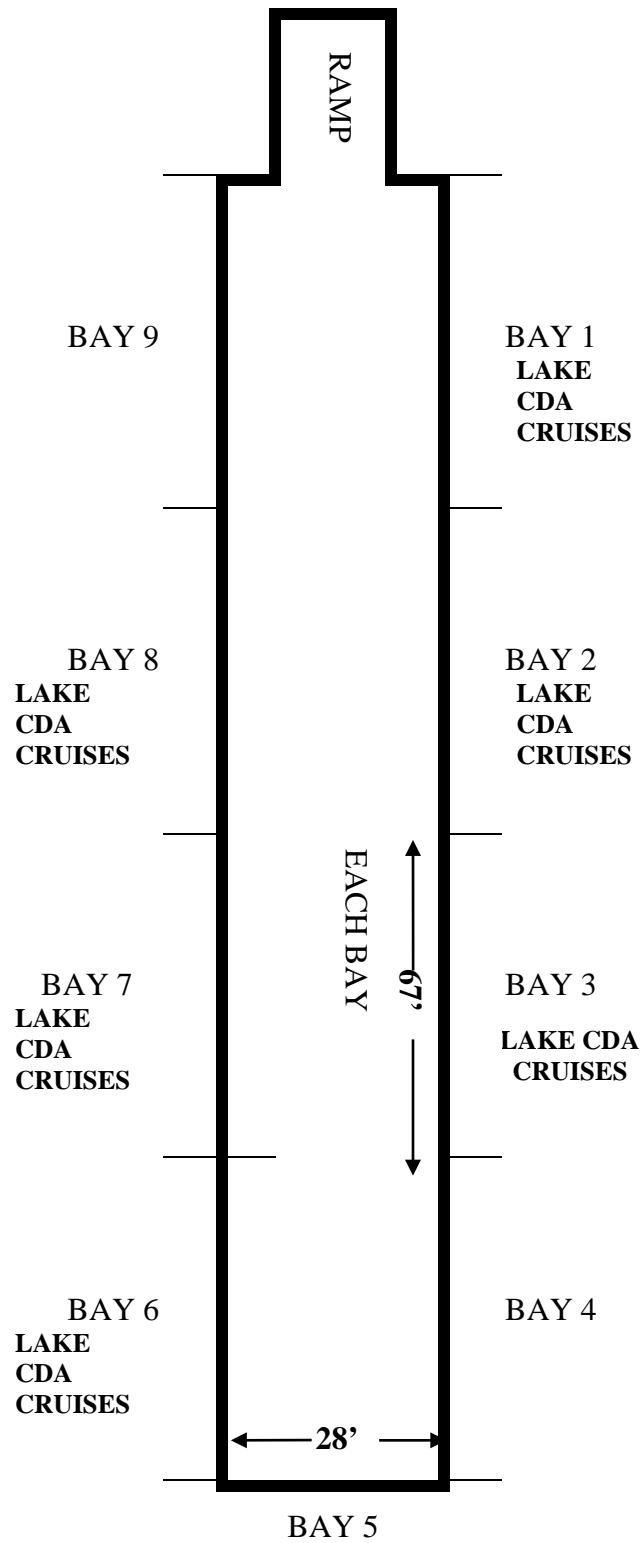
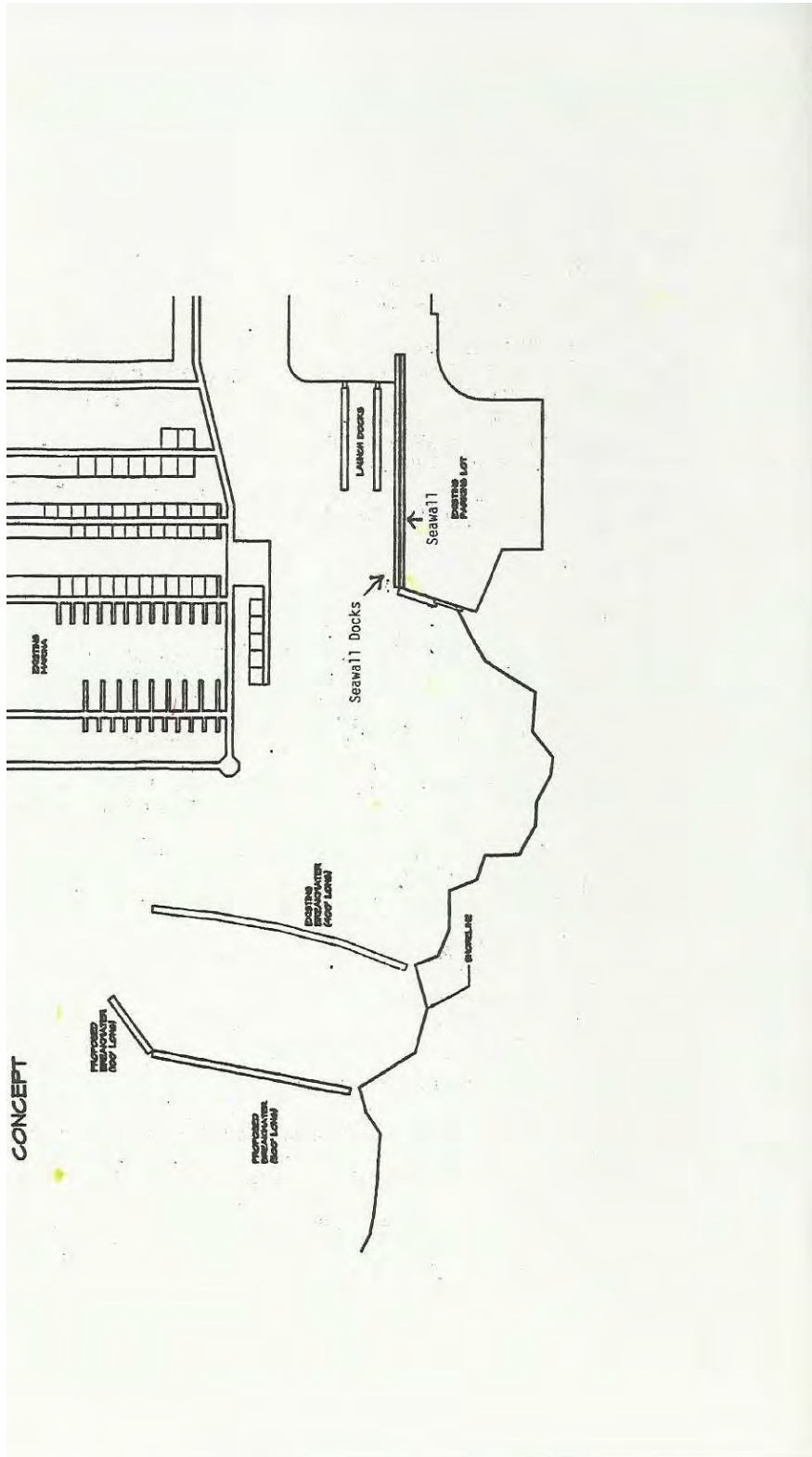


Exhibit "B"



**GENERAL SERVICES/PUBLIC WORKS
STAFF REPORT**

DATE: MARCH 21, 2022

FROM: BILL GREENWOOD, PARK & RECREATION DIRECTOR

**SUBJECT: REQUEST FOR PROPOSALS FOR FOOD CONCESSION AT
ATLAS PARK**

DECISION POINT:

General Services recommends to Council that a Request for Proposals be issued for food concessions at Atlas Park and authorize staff to pick the most qualified bidders.

HISTORY:

Atlas Park is Coeur d'Alene's newest waterfront park and it already sees a large amount of use by visitors. The park was constructed with an area built especially for 4 food trucks to operate from Memorial weekend through Labor Day. This vendor pad has electric and water built in for use by food concessionaires. Food concessions will provide a needed service for the visiting public

FINANCIAL ANALYSIS:

Once 4 vendors are selected after the RFP process, lease fees will be collected to help pay for Parks Capital Improvements. The fee for each agreement will be \$5,000.00 per year for three years, with the option to renew for an additional 3 years for each vendor. Payments shall be made before April 15 for each subsequent year, with the payment being made to the City's Parks and Recreation Department, and will be deposited in the Parks Capital Improvement Fund.

PERFORMANCE ANALYSIS:

Food vendors provide a service to the public that we do not provide. It is in a good location in a busy area and visible to daily park visitors and new visitors. The lease agreements will require the vendors to keep the area neat and clean, and also impose additional requirements on the vendors consistent with other similar City contracts.

DECISION POINT:

General Services recommends to Council that a Request for Proposals be issued for food concessions at Atlas Park and authorize staff to pick the most qualified bidders.



CITY OF COEUR D'ALENE

PARKS & RECREATION
DEPARTMENT

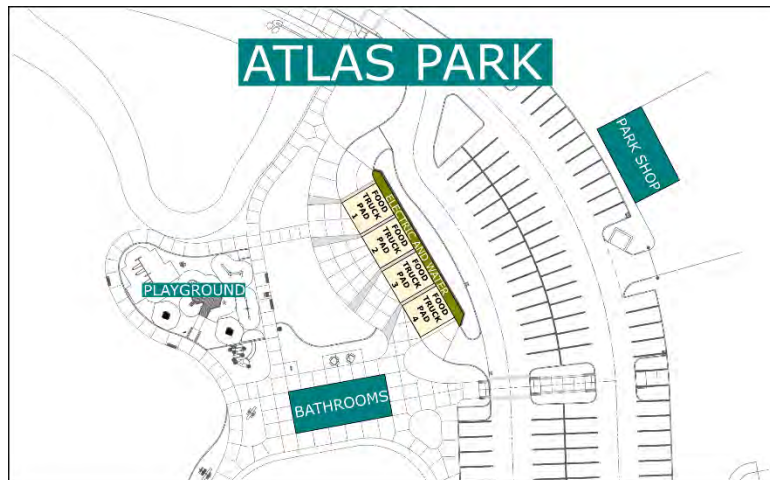
CITY HALL, 710 E Mullan Avenue
Coeur d'Alene, Idaho 83814
208-769-2252 FAX: 208-769-2383

REQUEST FOR PROPOSALS City of Coeur d'Alene

Mobile Concessions at Atlas Park

The City of Coeur d'Alene, incorporated in 1887 as a township in the Territory of Idaho, today is a world-class resort city. Visitors from all over the world enjoy its beautiful green forests, sparkling lakes, its nationally recognized golf course, mountain sports, and other outdoor recreation. Coeur d'Alene covers 14.90 square miles and is the seventh largest city in Idaho with a population of approximately 55,000.

The City of Coeur d'Alene is currently seeking to enter into four agreements for the purposes of concession services at Atlas Park. The location is generally described as four separate food truck locations measuring approximately 23' x 20' (L x W) each on a concrete pad just east of the Atlas Park pavilion and bathrooms. The sale of alcohol is not allowed at this site. Power consisting of one (1) 50 amp 125/250, volt 2, phase outlet is available on its own breaker and a domestic water hook up for each space. Projected completion date is June 1, 2022.



PROJECT SCOPE:

1. Successful vendors will lease and operate one or more mobile concession stands at Atlas Park. There shall be four different vendors with four different and distinct products to sell. One business owning more than one food truck is acceptable. The minimum lease payment that will be accepted by City is Five Thousand Dollars (\$5,000.00) per year per location for three years, with an option to renew for an additional three years.
2. The party or parties to whom the lease is awarded will be required to execute the lease within ten (10) calendar days from the date when 'Notice of Award' is delivered. The 'Notice of Award' shall be accompanied by the necessary lease agreement. In case of failure of a vendor to execute the lease, the City may, at its option, consider that the vendor has rejected the award, in which case the City may award the location to another vendor or the City may take whatever other action is appropriate.
3. The City shall execute a copy of the signed lease at the time all documents are submitted and full payment for the first year has been made.

4. The annual lease fee is to be paid to the Parks & Recreation Department prior to taking possession of the site for that calendar year and, in any event, shall be due no later than April 15 each year.
5. The food truck locations must be kept clean and neat at all times. This includes, but is not limited to: maintaining the concrete mobile concession plaza free and clear of trash and obstructions; providing a neat and professional atmosphere during business hours; and promptly cleaning up spills to prevent the pests they attract.
6. The lease term will begin, and the site will be available, on May 1 and end September 30 each season.
7. Vendors shall operate seven (7) days a week during the season of operation, which is Memorial Weekend through Labor Day. Food concession services shall be provided on weekends (Saturday and Sunday) and holidays during the season of operation. Hours of operation are subject to agreement between the City and the vendor, but will not be less than 10 a.m. to 7 p.m., seven days a week, during the season. Any extended hours require approval from the Parks & Recreation Director. The Parks & Recreation Department will need to be notified if a vendor believes it cannot set up due to weather or other issues.
8. Concession specifications for a mobile cart include: Length 22 ft, width 8 ft, and height of 8 ft; heat source is propane; cooling source may be electric, battery, ice, or propane; mobile cart must be self-contained; mobile cart must display both the City logo and business logo.
9. Vendor's employees are required to be courteous and informed about the community so as to assist with questions from tourists and other park users, i.e., be familiar with the immediate area including the locations of other city parks and trails and destination locations, i.e., North Idaho College, Coeur d'Alene Resort, City Park, Chamber of Commerce, and the Visitors Center.
10. Employees must be appropriately dressed in an approved t-shirt, or polo-shirt, with identifying business logo. If shorts are preferred instead of pants they must be approved by the Parks & Recreation Director. It will not be permissible to operate the concessions without a shirt or in swimwear. Swimwear does not constitute proper attire. Dress code will be strictly enforced. All clothing shall be clean and without substantial defects.
11. The concession must be staffed by at least one employee at all times. Proof of Worker's Compensation coverage is required.
12. At times other food or non-food concessions may operate in Atlas Park, including but not necessarily limited to, mobile food concessions permitted by bid award, food and non- food concessions permitted as part of any special event in the park.
13. All vendors must comply with Chapter 5.75 of the Municipal Code and possess a current mobile concession permit at the time the Lease is executed.
14. A current health permit is required. The permit must be displayed in a conspicuous place, visible to the public. The health permit must be submitted to the City within two (2) weeks of official notification of site award. Thereafter, a current health permit is required to be turned in to the City Clerk by April 15 each year.
15. Failure to submit a health permit within the specified period of time may result in the City voiding your lease or taking any other action allowed by law.
16. The Panhandle Health District typically needs two (2) weeks to review the health permit request. Submit your application to Panhandle Health District early.
17. Trucks or other vehicles are allowed no more than 60 minutes to load or unload at the concessions stand area.
18. Vendors will dispose of refuse off-site and at its own expense.
19. Vendors will need to provide discreet grey water collection.
20. A Pre-Submittal meeting will be held on-site at Atlas Park on Tuesday, April 19, 2022, at 1:00 p.m.

Request for Proposal • City of Coeur d'Alene

Atlas Park address is: 2411 N Atlas Rd, Coeur d'Alene, ID 83814.

21. All proposals shall be submitted to the City Clerk's office at 710 East Mullan Avenue, Coeur d'Alene, no later than Friday, May 6, 2022, at 4:00 p.m. Proposal shall be sealed and clearly marked, i.e., "Atlas Park Mobile Concession".
21. Any violation of the contract, City regulations, or ordinances, or evidence of collusion will result in rejection of the proposal, the revocation of the lease, and/or fee forfeiture. In addition, neither the vendor nor his agent will be allowed to re-bid for a period of three (3) years.
22. Concession amenities and signs must be removed from site at the end of operations each day.
23. Only City approved background music will be allowed. Such music shall be played at or below the City's Noise Ordinance requirements. *See* Municipal Code § 17.07.120.

TIMELINE:

The timeline for the project is as follows;

Submission of Proposals – May 6, 2022

Review of Proposals – May 9, 2022

Negotiation and award of contract – May 17, 2022

Notice to Proceed – May 23, 2022

Completion of contract – June 1, 2022

PROPOSAL CONTENTS AND EVALUATION CRITERIA

Proposals should include information in each of the following categories. Proposals will be evaluated by a committee consisting of the parks and recreation director, the parks department superintendent, and a parks and recreation commission member on the basis of each of the five identified criteria, in accordance with the point values identified below:

1. **Capability to Manage Mobile Food Concession.** Describe your area of expertise, length of time in business, number of employees, and other information that would help to characterize your commitment to provide necessary resources to manage the concession service. Provide the address of the main office and the address of the office that will actually manage the concession. Provide the same detailed description of any and all concessions you may partner with on this project. (25 points)
2. **Relevant Business Experience.** Briefly describe other concessions demonstrating relevant experience. List all public sector clients for whom you have performed similar work in the past five years. For each project mentioned, include the name, address and phone number of a person who can be contacted regarding your performance on the project. When submitting projects for which your firm worked in an auxiliary capacity or in a joint venture or partnership, include the name of the lead partner. (20 points)
3. **Qualifications of Vendors.** Provide a professional resume for the key people proposed to be assigned to the concession (including any important sub-consultants), and describe relevant related experience. Describe key personnel's proposed roles and responsibilities with the concession. Submittals must identify a concession manager who would be responsible for day-to-day management of tasks and would be the primary point of contact for the vendor. (15 points)
4. **Lease Approach and Schedule.** Describe the tasks that must be accomplished to provide mobile food service. Provide a narrative description of how you propose to execute the tasks. Discuss any unique aspects of the project such as alternative approaches the City might wish to consider or special considerations related to food concession requirements. Provide a schedule of daily operations including proposed arrival and departure times. The schedule should reflect realistic

durations. Provide the number of hours on a typical day where the concession will be staffed by employees and/or the owner/operator. Provide a narrative on the number of staff that will work at the concession and the type of training they will receive. Provide proposed menu, detailing pre-packaged items available as well as prepared foods. (20 points)

5. **Fee Proposal.** Provide a fee proposal that includes detailed scope of services. (20 points)

References, brochures, or other material that may be helpful in evaluating your proposal may be included in an appendix of the proposal. Proposals will be ranked on the basis of the above-listed factors, and the City may choose to interview one or more of the Respondents. However, at its discretion, the City may dispense with interviews and select a vendor or vendors to perform the work.

PROCESS:

The City of Coeur d'Alene's selection committee will assist with evaluations and make recommendations to the Parks and Recreation Commission for their review. The Parks and Recreation Commission will forward a recommendation to the Mayor and City Council which will then issue the final approval. The City will seek to negotiate a lease with the preferred vendor or vendors upon terms which are just and equitable, pursuant to Idaho Code § 50-1407, including a detailed scope of work, fee, schedule, etc. If the City is unable to reach an agreement with the preferred vendor or vendors, the City will terminate negotiations and commence negotiations with another vendors.

The City expects to evaluate proposals and will notify vendors within 30 days of receipt of proposals if interviews will be held. Interviews will be scheduled within two weeks of the notification.

Questions and responses should be directed to Bill Greenwood, Parks & Recreation Director, at 208-769-2251. Five (5) copies of the proposal and one CD or USB must be received by Friday, March 6, 2022, at 3:00 p.m., at the City Clerk's Office, 710 East Mullan Avenue, Coeur d'Alene, Idaho 83814.

Please state "Atlas Park Mobile Concession" on the outside of the response package. Proposals received after the deadline will not be considered.

TERMS:

The City reserves the right to reject any and all proposals deemed to not be in the best interests of the City. The City further reserves the right to negotiate terms and conditions, scope, and fees on proposals received. The successful vendor or vendors will be required to comply with City requirements including liability and workers compensation insurance and bonding, health regulations, grantee's affirmative action policies, etc. The agreement will be a lump sum.

This solicitation is being offered in accordance with the Idaho statutes governing procurement of services.

Any and all material generated as a result of the Coeur d'Alene Parks Mobile Concession Request for Proposals will be owned in its entirety by the City of Coeur d'Alene. Material and information produced as a result of the Request for Proposals shall not be distributed without prior written approval of the Coeur d'Alene Parks & Recreation Department.

SAMPLE NON-COLLUSION AFFIDAVIT

STATE OF IDAHO)

) s.

County of Kootenai)

_____, being first duly sworn, on oath says:

That the proposal submitted is genuine and not a sham or collusive, or made in the interest or on behalf of any person not herein named; and affiant further says that the said proposal has not directly or indirectly induced or solicited any other proposal on the above work or supplies to put in a predetermined amount, nor has affiant directly or indirectly induced or solicited any other person, corporation, business, etc., to refrain from proposing; and that said vendor has not in any manner sought by collusion to secure him or herself an advantage over any other vendor.

Contractor

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2022.

Notary Public for Idaho
Residing in Coeur d'Alene

**GENERAL SERVICES/PUBLIC WORKS
STAFF REPORT**

DATE: MARCH 21, 2022
FROM: BILL GREENWOOD, PARKS & RECREATION DIRECTOR
SUBJECT: COMMERCIAL BOAT DOCK REQUEST FOR PROPOSALS

DECISION POINT:

General Services recommends that Council approve issuance of a "Request for Proposals" to solicit interested businesses for proposals to build two docks and operate the businesses that would provide water-based recreation for the public near Harbor Center and to authorize City Staff to select the most qualified bidder through a review team.

HISTORY:

The Third Street Boat Launch is one of the busiest boat launches in Idaho. The launch is extremely crowded with members of the public and water sport rental companies. The Parks and Recreation Department has a plan to reduce overcrowding on the 3rd Street Dock by advertising for commercial businesses to enter into agreements with the City to build a pair of commercial docks and operate two separate water-based recreation businesses on the Spokane River. This area has been one of the busiest within our community and we always strive to stay ahead of the needs of our citizens. This proposal will help with several concerns that we identify in the performance analysis.

FINANCIAL ANALYSIS:

Per the proposed agreements, the businesses that are selected would each build a dock with 26 slips in the dock system at their cost. The businesses would incur reduced lease costs for the first 5 years to mitigate the cost of building the docks, with a minimum payment to the City of \$15,000 per year for each dock. After the initial five-year period, the City would receive a minimum payment of \$30,000 per year for each dock for the next five-year period. The renewal of this lease is optional every five years.

PERFORMANCE ANALYSIS:

The proposal will help take some pressure off of the launch docks by having some of the boat rental companies not using the launch for their boats. This will allow the public greater access to this type of recreational experience while visiting the City. All funds from this agreement would be placed in the Parks Capital Improvement Fund which will help offset maintenance & repair cost and possible future construction related to waterfront needs. The approval of the agreement is predicated on the approval from Idaho Department of Lands on an encroachment permit.

DECISION POINT / RECOMMENDATION:

General Services recommends that City Council issue a Request for Proposals to solicit interested businesses to construct, maintain, and manage a pair of boat docks and the accompanying commercial water-based businesses that would provide water-based recreation for the public, and to authorize City Staff to select the most qualified bidder through a review team.



CITY OF COEUR D'ALENE

PARKS & RECREATION
DEPARTMENT

CITY HALL, 710 E Mullan Avenue
Coeur d'Alene, Idaho 83814
208-769-2252 FAX: 208-769-2383

REQUEST FOR PROPOSALS City of Coeur d'Alene

Commercial Boat Docks near the Harbor Center on the Spokane River

The City of Coeur d'Alene, incorporated in 1887 as a township in the Territory of Idaho, today is a world-class resort city. Visitors from all over the world enjoy its beautiful green forests, sparkling lakes, its nationally recognized golf course, mountain sports, and other outdoor recreation. Coeur d'Alene covers 14.90 square miles and is the seventh largest city in Idaho with a population of approximately 55,000.

The City of Coeur d'Alene is currently seeking to enter into an agreement for the purposes of construction and operation of 2 separate commercial boat dock facilities on the Spokane River located on City property near 1031 N Academic Way. "A" dock will be located downriver closer to the bridge and "B" dock will be located upriver closer to the Harbor Center (see attachment). Firms can only bid on one of the two docks. Projected completion date is October 1, 2022.

PROJECT SCOPE:

1. Build and operate a water-based commercial boat dock on the Spokane river. The minimum lease amount that will be accepted by City is fifteen thousand dollars (\$15,000) per year for the first five years. This lease amount is for the purpose of helping the Contractor offset the capital investment of constructing the dock. The minimum amount for renewing the lease for the next 5 years is thirty thousand dollars (\$30,000) per year. The Contractor will provide all of the labor and materials to build the docks, ramps, and pilings, and secure any building permit needed to complete the construction of the project at the Contractor's own expense. The Contractor will own the dock system including the gangway. As owner, all maintenance, repairs, management and liability of the docks are the responsibility of the Contractor. If the Contractor chooses to not renew the lease, a transfer of ownership of the docks will be negotiated, taking into consideration the lease payments, value of docks, and all other pertinent information. Upgrades to this dock system and the area around them will be considered and could be part of the RFP.
2. The Contractor must install all docks, in the configuration shown in the attachment. These docks will need to be constructed and be installed within the first 5 months of the first year of the lease.
3. Each boat dock shall be 214 feet long by 39 feet wide, with the end of any interior slips located no closer than 46 feet away from the river bank stabilization wall and connected to the shore by a gangway. The outside of the docks shall be a maximum distance of 85 feet from the seawall. This dock system may have up to 26 slips. Slips can be configured for boats or jet skis, and side tying to the riverside of the dock is allowed. Steel pilings are preferred and wood pilings will only be allowed if steel pilings are unavailable or cost prohibitive. Existing wood pilings must be removed.
4. The docks must be new and constructed in a manner and with materials equal to or better than the docks at the 3rd Street boat launch. Those launches are constructed of steel frames with molded polyethylene floats filled with polystyrene. Ramps must be constructed of aluminum. Decking must be made from composite materials. All materials shall be appropriate for a water environment. The

- docks should be constructed in a manner that allows the docks to rest on an even platform on the exposed shore at low water. If removable docks are constructed, they must be removed at the end of the boating season and replaced at the Contractor's expense at the beginning of the boating season.
5. The docks shall be operated for public, commercial, water-based vessel services. Long term storage/moorage or boat sales will not be permitted. The Contractor must be a legal entity with water-based services as primary source of revenue and the intended use of the dock would be for water-based services only.
 6. Sub-leasing to another operator will not be allowed and the lease shall be immediately terminated if there is a violation of any terms of the required lease agreement. This lease is nontransferable.
 7. The party to whom the lease is awarded will be required to begin the process of building the docks within thirty (30) calendar days from the date when 'Notice of Award' is delivered. The construction of the docks must be completed by October 2022. If problems with shipping or materials delay the completion of the docks on time, the Contractor must notify the City and supply an adjusted timeline. The 'Notice of Award' shall be accompanied by the required lease agreement. In case of failure of the vendor to execute the lease, the City may, at its option, consider that the vendor has rejected the award, in which case the City may award the location to another vendor or the City may take whatever other action is appropriate.
 8. The City shall execute a copy of the signed lease at the time all documents are submitted and full payment has been made.
 9. The annual lease payment is to be paid to the Parks & Recreation Department prior to taking possession of the site for each calendar year and, in any event, shall be due no later than April 15 each year.
 10. The boat dock facility and surrounding area must be kept clean at all times. This area includes, but is not limited to, the docks, gangways, and areas immediately adjacent to the dock area. The Contractor shall have the duty to keep the facility clean during business hours, and promptly clean-up spills.
 11. The Lease term will begin and the site will be available on May 1 and end September 30 each season.
 12. The Contractor shall operate seven (7) days a week during the season of operation, which is Memorial Weekend through Labor Day. The docks are required to be fully operational on weekends (Saturday and Sunday) and holidays.
 13. Contractor's employees are required to be courteous and informed about the community so as to assist with questions from tourists and other park users, i.e., be familiar with the immediate area including the locations of other City parks and trails and destination locations, e.g., North Idaho College, the Coeur d'Alene Resort, City Park, McEuen Park, the Chamber of Commerce, and the Visitors Center.
 14. Employees must be appropriately dressed in an approved t-shirt or polo-shirt, with identifying business logo. If shorts are preferred instead of pants they must be approved by the Parks & Recreation Director. It will not be permissible to operate the docks without a shirt or in swimwear. Swimwear does not constitute proper attire. All clothing shall be clean and without substantial defects. Dress code will be strictly enforced.
 15. The boat dock must be staffed by at least one employee during business hours. Proof of Worker's Compensation coverage is required.
 16. Lessee will dispose of refuse off-site and at their own expense.
 17. A Pre-Submittal meeting will be held on-site on site on April 18th, 2022 at 1 p.m. The Harbor Center address is: 1031 N Academic Way, Coeur d'Alene, ID 83814.
 18. All proposals shall be submitted to the City Clerk's office at 710 East Mullan Avenue, Coeur d'Alene, no later than April 29, 2022, at 4:00 p.m. Proposals shall be in a sealed envelope and clearly marked on the outside of the envelope, i.e., "Harbor Center Commercial Boat Docks".

Request for Proposal • City of Coeur d'Alene
Electronic submissions will not be accepted.

21. Any violation of the terms of this Request for Proposal, any resulting lease agreement, City regulations or ordinances, or evidence of collusion may result in rejection of the proposal, the revocation of the lease, and/or fee forfeiture. In addition, the Contractor or his agent will not be allowed to re-bid for a period of three (3) years. The City retains the right to waive minor violations.
22. All signs, including A-frame or any other type of removable signage, must receive a permit and be removed from site at the end of operations each day.
23. Only City-approved background music will be allowed. Such music shall be played at or below the City's Noise Ordinance requirements. *See* Municipal Code § 17.07.120.
24. The Contractor must have or obtain a premise liability insurance policy with general liability limits of one million dollars (\$1,000,000) with the City listed as additional insured.
25. There are two (2) docks being awarded to separate Contractors. The highest rated of the final two (2) bids gets first choice in dock location.

TIMELINE:

The timeline for the project is as follows;
Submission of Proposals – April 29, 2022
Review of Proposals – May 2, 2022
Negotiation and award of contract – May 17, 2022
Notice to Proceed – May 23, 2022
Completion of dock installation – October 1, 2022

PROPOSAL CONTENTS AND EVALUATION CRITERIA

Proposals should include information for each of the following categories. Proposals will be evaluated by a committee consisting of the Parks and Recreation Director, the Parks Department Superintendent, and a Parks and Recreation Commission member on the basis of each of the five identified criteria, in accordance with the point values identified below:

1. **Capability to Manage a Commercial Water-based Service Facility.** Describe your area of expertise, length of time in business, number of employees, and other information that would help to characterize your commitment to provide the necessary resources to construct and manage the water-based service. Provide the address of the main office and the address of the office that will actually oversee the construction and manage the business. Provide the same detailed description of any and all water-based service businesses you may partner with on this project. (25 points)
2. **Relevant Business Experience.** Briefly describe other water-based services demonstrating relevant experience. List all public sector clients for whom you have performed similar work in the past five years. For each project mentioned, include the name, address and phone number of a person who can be contacted regarding your performance on the project. When submitting projects for which your firm worked in an auxiliary capacity or in a joint venture or partnership, include the name of the lead partner. (15 points)
3. **Qualifications of Employees.** Provide a professional resume for the key personnel proposed to be assigned to the water-based service business (including any important sub-consultants), and describe relevant related experience. Describe the key personnel's proposed roles and responsibilities with the business. Submittals must identify a service manager who will be responsible for day-to-day management of tasks and will be the primary point of contact for the Contractor. (15 points)
4. **Lease Approach and Schedule.** Describe the tasks that must be accomplished to provide water-based services. Provide a narrative description of how you propose to execute the tasks. Discuss any unique aspects of the project such as alternative approaches the City might wish to consider or special considerations related to boat services including launching and delivering the watersport equipment. Provide a schedule of daily operations including proposed arrival and departure times. The schedule should reflect realistic durations. Provide the number of hours on a typical day where the docks will be staffed by employees and/or the owner/operator. Provide a narrative on the number of employees who will work at the docks and the type of training they will receive. Provide a proposed activity list, detailing equipment, costs, and duration of rentals or boat trips. (20 points)
5. **Fee Proposal.** Provide a fee proposal that includes detailed scope of services. (25 points)

References, brochures, or other material that may be helpful in evaluating your proposal may be included in an appendix to the proposal. Proposals will be ranked on the basis of the above-listed factors, and the City may choose to interview one or more of the Respondents. However, at its discretion, the City may dispense with interviews and select a Contractor to perform the work.

PROCESS:

The City of Coeur d'Alene's selection committee will assist with evaluations and make recommendations to the Parks and Recreation Commission for its review. The Parks and Recreation Commission will forward a recommendation to the Mayor and City Council which will then make the final decision. The City will seek to negotiate a lease with the preferred Contractor upon terms which are just and equitable, pursuant to Idaho Code § 50-1407, including a detailed scope of work, fee, schedule, etc. If the City is unable to reach an agreement with the Contractor, the City will terminate negotiations and commence negotiations with another Contractor.

The City expects to evaluate proposals and will notify Contractors within 30 days of receipt of proposals if interviews will be held. Interviews will be scheduled within two weeks of the notification.

Questions and responses should be directed to Bill Greenwood, Parks & Recreation Director, at 208-769-2251 or bgreenwood@cdaid.org. Five (5) hard copies of the proposal, accompanied by one CD or USB copy, must be received by Tuesday March 2, 2022, at 4:00 p.m., at the City Clerk's Office, 710 East Mullan Avenue, Coeur d'Alene, Idaho 83814.

Please state "Harbor Center Commercial Boat Docks" on the outside of the sealed response package. Proposals received after the deadline will not be considered.

TERMS:

The City reserves the right to reject any or all proposals deemed to not be in the best interests of the City. The City further reserves the right to negotiate terms and conditions, scope, and fees with respect to the proposals received. The successful vendor must comply with all City contracting requirements, including liability and workers compensation insurance, bonding, health regulations, affirmative action policies, etc. The compensation for the contract will be a lump sum annual lease fee.

This solicitation is being offered in accordance with the Idaho statutes governing procurement of services.

Any and all materials generated as a result of the Coeur d'Alene Parks Request for Proposals will be owned in their entirety by the City of Coeur d'Alene. Materials and information produced as a result of the Response to the Request for Proposals shall not be distributed without prior written approval of the Coeur d'Alene Parks & Recreation Department.

SAMPLE NON-COLLUSION AFFIDAVIT

STATE OF IDAHO)

) s.

County of Kootenai)

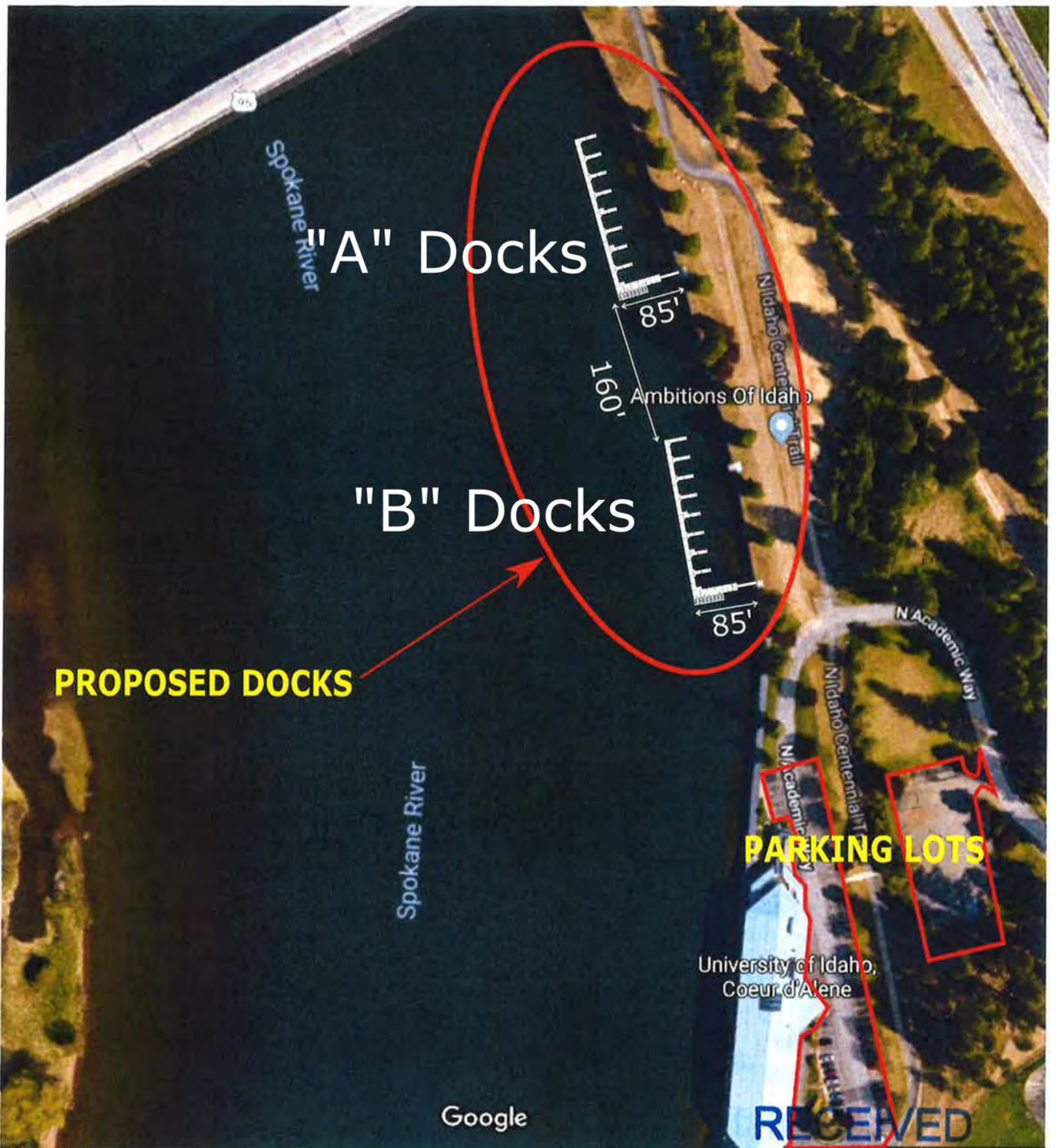
_____, being first duly sworn, on oath says:

That the proposal submitted is genuine and not a sham or collusive, or made in the interest or on behalf of any person not herein named; and affiant further says that the said proposal has not directly or indirectly induced or solicited any other proposal on the above work or supplies to put in a predetermined amount, nor has affiant directly or indirectly induced or solicited any other person, corporation, business, etc., to refrain from proposing; and that said vendor has not in any manner sought by collusion to secure him or herself an advantage over any other vendor.

Contractor

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2022.

Notary Public for Idaho
Residing in Coeur d'Alene



"A" Docks

"B" Docks

PROPOSED DOCKS

PARKING LOTS

RECEIVED

JAN 07 2021

Idaho Dept. of Lands
Mica Supervisory Area