

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

**AGENDA**

**VISION STATEMENT**

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

*Live viewing options include Facebook Live and YouTube, and is rebroadcast on Spectrum Cable channel 1301 and on YouTube through a link on the city's website ([www.cdaid.org](http://www.cdaid.org)).*

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

**April 5, 2022: 6:00 p.m.**

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

**B. INVOCATION:** Pastor Aaron Richner with The Cause (CDA) Church.

**C. PLEDGE OF ALLEGIANCE:**

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

**E. PRESENTATIONS:**

1. Proclamation of April 2022 as Fair Housing Month.

**Accepted by: Lindsay Allen, Board President, CDA Association of Realtors**

2. Proclamation of The Week of the Young Child April 2-8, 2022.

**Accepted by: Tonya Sears, President-elect, and Denise Ohrt, North Idaho Chapter Representative of Idaho Association for the Education of Young Children**

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

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

**G. ANNOUNCEMENTS:**

1. **City Council**
2. **Mayor Appointments** – Ben Widmyer to the Parking Commission, Katie Linder and Abby Light to the Arts Commission, Jon Ingalls to the Design Review Commission, Bob Hallock, Bruce Martinek, and Erika Eidson to the Urban Forestry Committee, Mike Light to the Pedestrian and Bicycle Advisory Committee, and Warren Bakes to the Parks and Recreation Commission.

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

1. Approval of Council Minutes for the March 15, 2022, Council Meeting.
2. Approval of the Minutes from the General Services/Public Works Committee meeting from March 21, 2022.
3. Approval of Bills as Submitted.
4. Setting of General Services/Public Works Committee meeting for Monday, April 11, 2022, at 12:00 noon.
5. Approval of a Cemetery Lot Repurchase: Philip Eckhardt, Section A, Block 43, lots 11 and 12, Forest Cemetery.

**As Recommended by the City Clerk**

6. Approval of Final Plat: SS-22-02c, Kunkel's Corner.

**As Recommended by the City Engineer**

**7. Resolution No. 22-015:**

- a. Acceptance of Utility Easements for Area 10 and 12, from Atlas Mill 10/12 Investment, LLC at Atlas Waterfront First Addition.

**As Recommended by the Water Director**

- b. Approval of Destruction of Public Records for the Water, Municipal Services, and Finance Departments.
- c. Approval of a Professional Services Agreement with HDR Engineering, Inc., to Prepare the Wastewater Rate & Fee Study.
- d. Approval of a Voluntary Reallocation Agreement for the Idaho State Opioid Settlement Allocation to Panhandle Health District.
- e. Approval of the Renewal of a Lease Agreement with Lake CdA Cruises for the Commercial Docks at Independence Point.
- f. Approval of the Solicitation of Request for Proposals (RFP) for Mobile Food Concessions at Atlas Waterfront Park.

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

## **I. OTHER BUSINESS:**

1. 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.

**Staff Report by: Bill Greenwood, Parks and Recreation Director**

## **J. PUBLIC HEARING:**

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

1. (Legislative) V-22-01 Vacation of a Six-foot (6') Strip of Right-of-Way Adjoining the Westerly Boundary Line of Lot 5 and the South Half of Lot 4, Block 12, of the Kaesmeyer Addition Plat, known as 514 S. 18th Street.

**Staff Report by: Dennis Grant, Engineering Project Manager**

- a. **Council Bill No. 22-1003**– Approving the vacation of a Six-foot (6') Strip of Right-of-Way Adjoining the Westerly Boundary Line of Lot 5 and the South Half of Lot 4, Block 12, of the Kaesmeyer Addition Plat, known as 514 S. 18th Street.

## **K. ADJOURNMENT:**

# Coeur d'Alene

## CITY COUNCIL MEETING

*April 5, 2022*

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**MEMBERS OF THE CITY COUNCIL:**

**Jim Hammond, Mayor**

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

# PRESENTATIONS

## PROCLAMATION

WHEREAS, on April 11, 1968, President Lyndon Johnson signed the Civil Rights Act of 1968. The 1968 Act clarified the prohibition of discrimination regarding the sale, rental, and financing of housing based on race, religion, national origin, sex (and as later amended) disability, and family status; and

WHEREAS, it has been 54 years since the enactment of the 1968 Act and the community of Coeur d'Alene continues to work together to uphold the Fair Housing law and the principal of equal opportunity on which it is based; and

WHEREAS, this month is deemed Fair Housing month, and should be a celebration of laws and efforts of citizens to remove impediments to equal housing opportunities, and to emphasize and ensure the rights of all citizens in an effort to provide housing choice; and

WHEREAS, Equal opportunity housing can best be accomplished through leadership, example, education, and the mutual cooperation of all those affiliated with real estate industry and the public; and

WHEREAS, the City of Coeur d'Alene supports the on-going efforts of the many organizations, housing and service providers through continued education, and outreach to affirmatively further fair housing;

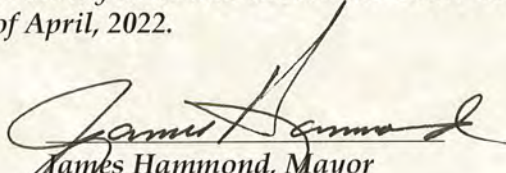
NOW, THEREFORE, I James Hammond, Mayor of the City of Coeur d'Alene, Idaho, do hereby proclaim April, 2022 as

### "FAIR HOUSING MONTH"

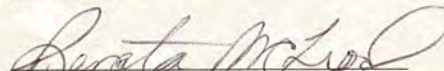
In Coeur d'Alene, Idaho and ask the people to join in reaffirming their commitment to fair housing opportunities for all and to wholeheartedly recognize these rights throughout the year.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this 5th day of April, 2022.



  
James Hammond, Mayor

ATTEST:

  
Renata McLeod, City Clerk

## PROCLAMATION

WHEREAS, the Idaho Association for the Education of Young Children are celebrating the Week of the Young Child, April 2nd to April 8<sup>th</sup>, 2022; and

WHEREAS, these organizations are working to improve early learning opportunities, including early literacy programs, that can provide a foundation of learning for children in Coeur d'Alene, Idaho; and

WHEREAS, teachers and others who make a difference in the lives of young children in Coeur d'Alene, Idaho deserve thanks and recognition; and

WHEREAS, public policies that support early learning for all young children are crucial to young children's futures and to the prosperity of our society; and

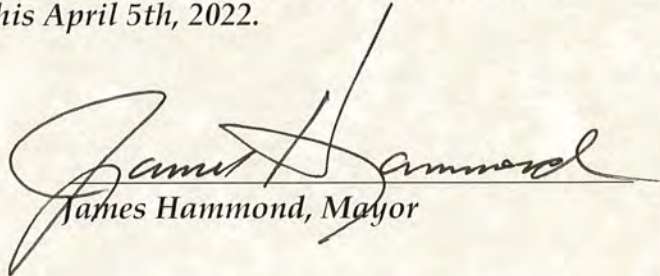
NOW, THEREFORE, I JAMES HAMMOND, Mayor of the City of Coeur d'Alene, Idaho, do hereby proclaim the week of April 2nd through April 8th, 2022 as

**"WEEK OF THE YOUNG CHILD"**

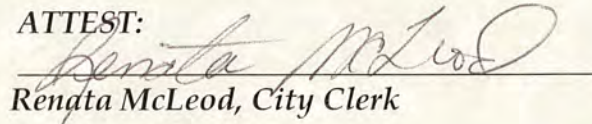
In Coeur d'Alene, Idaho and encourage all citizens to work to make a good investment in early childhood in Coeur d'Alene, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this April 5th, 2022.



  
James Hammond, Mayor

ATTEST:

  
Renata McLeod, City Clerk

## ANNOUNCEMENTS

# MEMO TO COUNCIL

DATE: March 28, 2022

RE: Appointments to Boards/Commissions/Committees

The following appointments are presented for your consideration for the April 5, 2022, Council Meeting:

KATIE LINDER	Arts Commission (Appointment)
ABBY LIGHT	Arts Commission (Appointment - Arts & Cultural Alliance)
JON INGALLS	Design Review Commission (Appointment)
BEN WIDMYER	Parking Commission (Appointment)
WARREN BAKES	Parks and Recreation Commission (Appointment)
MIKE LIGHT	Pedestrian and Bicycle Advisory Committee (Appointment)
BOB HALLOCK	Urban Forestry Committee (Re-appointment)
BRUCE MARTINEK	Urban Forestry Committee (Re-appointment)
ERIKA EIDSON	Urban Forestry Committee (Re-appointment)

Application materials are attached, and hard copies have been placed by your mailboxes.

Sincerely,

Sherrie Badertscher  
Executive Assistant

cc: Renata McLeod, City Clerk  
Hilary Anderson, Design Review Commission Liaison  
Nick Goodwin, Urban Forestry Commission Liaison  
Monte McCully, Pedestrian and Bicycle Advisory Committee Liaison  
Stephanie Padilla, Parking Commission Liaison  
Bill Greenwood, Parks and Recreation Commission Liaison  
Sherrie Badertscher, Arts Commission Liaison

## CONSENT CALENDAR

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

March 15, 2022

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room March 15, 2022 at 6:00 p.m., there being present the following members:

James Hammond, Mayor

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

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

**INVOCATION:** Pastor Brock Hoyer with Journey of Hope Church provided the invocation.

**PLEDGE OF ALLEGIANCE:** Mayor Hammond led the pledge of allegiance.

**PRESENTATIONS:**

**Our Gem Lake Survey Results:** Sharon Bosley, University of Idaho, and Board member Jamie Bruner explained that the team focus is to preserve the lake health and protect water quality through community education outreach and stewardship. Ms. Bosley explained that local experts that serve on the team include representatives from the University of Idaho Community Water Resource Center, Coeur d'Alene Tribe Lake Management Department, Idaho Department of Environmental Quality, Kootenai Environmental Alliance, Kootenai County, Coeur d'Alene Regional Chamber, and CDA 2030. She noted that they have been providing articles to the Coeur d'Alene Press and offer a speaker's series, with upcoming events on March 28, 30, April 3, 4 at noon via Zoom. Ms. Bosley explained that they conducted a community survey that had 1020 participants. Some of the highlights of the survey responses included that only 28% knew that the lake was part of the EPA Bunker Hill superfund site, with no remediation activities taking place. Threats to the lake that were noted as highest concern included commercial development, heavy metals, and pollution from septic systems. Ms. Bruner noted that their top three goals for the year will be to educate citizens on the relationship to the Bunker Hill superfund site; share information regarding water quality improvements, and share information about the concerns of residential development around the lake. While they will continue to submit articles to the press and increase their social media presence, she encouraged the community to visit their website at [www.uidaho.edu/ourgem](http://www.uidaho.edu/ourgem) for more information.

Councilmember English asked if the Bunker Hill superfund site will be a forever designation. Ms. Bruner noted that clean-up is on-going, noting that they started in the upper basin and will work their way downstream, and are now looking at the lower Coeur d'Alene River. Councilmember Gookin asked about the 2010 survey by Robinson and how can we account for the differences between the surveys. Ms. Bruner explained that they were seeking to garner a feel from the community rather than seeking statistically significant results. Councilmember Gookin noted that when they are asked to set policy, they would need more information on sample size. Councilmember Wood thanked them for the presentation and ongoing articles. She suggested future articles regarding what the City has done regarding discharge into the lake and the efforts made at the Atlas site to control erosion. Mayor Hammond also thanked them for their presentation and education to the community.

### **Regional Housing and Growth Issues Partnerships (RHGIP) Group Housing Update:**

Councilmember Miller noted that the RHGIP group has been working on this over the past 14 months. She noted that they are in the process of an educational campaign. The top five issues that came forward from the community advisory committee was to preserve open space on the prairie, traffic, housing, protect water quality, and legislative actions. They are currently focusing on workforce housing for people that need to live where they work. They partnered with the University of Idaho who conducted a housing report that was recently released. Their mission is for home ownership to be achievable for the residents of Kootenai County, and to build and retain housing inventory for local workers.

Councilmember Miller introduced Maggie Lyons, Executive Director Panhandle Affordable Housing Alliance (PAHA), who noted that there are issues where the problem is assumed and move forward with solutions that don't meet the need, which is why they engaged the University of Idaho to research and provide data specifically for Kootenai County. They conducted stakeholder surveys, with over 3000 responses. They are working to create a formula to determine the percentage of local worker housing units needed. Additionally, they are working with realtors, developers, and property owners to explore voluntary funding. She reviewed the data regarding population and demographic changes that included a 23.7% increase in population between 2010 and 2020 within Kootenai County and that 54% of the buyers are from outside the region. Affordability reflects that in 2016, 75% of the citizens could afford the average home price and in 2021, 76% of the citizens cannot afford the average home. She noted that one key issue is that they can't control the demand, only the supply, so they have to focus on solutions for supply.

Gynii Gilliam, Executive Director of Coeur d'Alene EDC (Economic Development Corporation) explained there is a 2,353-housing unit deficit which is growing, and is equal to a 1–2-year supply. Some of the consequences of failing to address the housing needs include residents being displaced, housing units will remain unaffordable for the newest generations, a decrease in the quality of life, and economic impacts. She noted that currently there are 2,700 unfilled jobs, \$220 million GRP loss, \$159 million in lost wages, no new business, and companies are closing/relocating. The RHGIP team agreed that there is no one answer solution and no turning back the dial; however, some options include strategically increasing inventory, providing tax credits for fair market value, and potential policy changes. Ms. Lyons noted that the housing need includes homes in the \$200,000 to \$300,000 range, with a target of those in the 60% to

120% median income. The PAHA group worked in partnership with IHFA (Idaho Housing and Finance Association) in Post Falls for a low-income homeowner solution. She noted that there is an example in Bonner County of land and density opportunities from a land owner that is passionate about home ownership for the workforce, seniors, the disabled and residents of Sandpoint, and agreed to deed restriction for those qualifiers including that the purchaser must have been a resident for a minimum of two years. Other solutions include education on tenant owned property options, voluntary funding, encouragement of employer funded worker housing, and learning from what worked in other areas. Councilmember Miller noted that the MLS (Multiple Listing Service) stats for today was that the average home price was \$515,000, and not expected to slow down; which demonstrates the need to be proactive now. She noted that their website has many useful tools and information, located at [www.RHGIP.com](http://www.RHGIP.com) and encouraged people to get involved through volunteering and sharing factual information.

Councilmember English asked how one could control supply. Ms. Gilliam noted that contractors can create new units but can't always keep up, but it is clear you can't control demand, with Councilmember Miller noting that they can place some controls on who fills the demand. Councilmember McEvers thanked them for their work and noted it still costs so much per square foot to build something, which is where the costs come from. Councilmember Miller noted there is a subcommittee being led by Carrie Thorson to address mobile home parks. Ms. Gilliam noted that different home styles allow the developer to offer units at a lower price point while still making a profit. She noted they are looking at best practices throughout the nation. Councilmember Miller noted that the cost is increasing annually, but as they work with builders, they are coming back with creative solutions that will benefit workforce housing. Councilmember Wood noted she encountered some workforce housing options in Bend, Oregon that was nice, paid for through an affordable housing fee. Additionally, she noted that they have a down payment assistance program and thought the City could use some CDBG funds to help with the down payment. Councilmember Miller noted they are using Bend, Oregon as an example. Ms. Lyons noted that IHFA has funding for down payment assistance, which is why education needs to be shared to get the information out. Ms. Gilliam noted that some of the developers want to make sure their product goes to the workforce and are willing to set up deed restrictions on their own. Councilmember Gookin noted a recent article in New York Times that noted a national vacancy rate of 10%. The article cited Lending Tree, which ranked all states and Idaho has an 11% vacancy rate, so there are many moving pieces. If mortgage rates go up prices come down. Councilmember Gookin expressed concern with the ability to bring \$250,000 homes to market with the price of lumber and labor, noting that we are in a free market on land costs, and density is a politically unpopular issue. Ms. Gilliam noted that voluntary deed restrictions are a method of limiting investor homes within the Planned Unit Development (PUD), but not government mandated. She also noted that density can remain the same and housing clusters by design make a difference. Councilmember Miller noted that a property owner can voluntarily restrict a property sale, and if an investor home cannot be used as a Short-Term Rental unit they would be less interested. Councilmember Gookin felt that legislators could change the property tax structure and expressed concern with the term workforce housing and would rather focus on jobs and wages. He thinks the workforce housing could increase the asset limited income constrained employed (ALICE) population. Ms. Lyons concurred that there are some government funded constraints and wrong incentive to not increase wages. She reiterated that this is the ALICE population they are focusing on and will grow for the

community. Councilmember Miller noted that she will continue to answer questions and post them to their website.

**MAYOR AND COUNCIL COMMENTS:**

Mayor Hammond requested the affirmation of the appointment of Randall R. Adams as City Attorney.

**MOTION:** Motion by Gookin, seconded by Miller, to consent to the appointment of Randall R. Adams as City Attorney. **Motion carried.**

**DISCUSSION:** Councilmember Gookin explained that historically this position was an elected position but is now an appointed position.

The City Clerk, Renata McLeod, conducted the Oath of Office for City Attorney Randall R. Adams.

**CONSENT CALENDAR:** Motion by McEvers, second by Miller, to approve the consent calendar.

1. Approval of Council Minutes for the March 1, 2022, Council Meeting.
2. Setting of the General Service/Public Works Committee Meeting for March 21, 2022.
3. Approval of Bills as Submitted.
4. Approval of Financial Report.
5. Setting of a Public Hearing for April 5, 2022: V-22-01, Vacation of a Six-Foot (6') Strip of Right-of-Way Adjoining the Westerly Boundary Line of Lot 5 and the South Half of Lot 4, Block 12 of the Kaesmeyer Addition Plat.
6. Resolution No. 22-014- A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, DECLARING TWO VEHICLES USED BY THE POLICE DEPARTMENT TO BE SURPLUS AND AUTHORIZING SALE AT AUCTION, AND APPROVING A PURCHASING ENTITY ADDENDUM WITH U.S. BANK FOR THE CITY'S P-CARD PROGRAM.

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

**Council Clarification to Parliamentary Procedure to Require a Second to a Motion to Move Forward with Council Discussion.** City Attorney Randall Adams noted that this is a Council preference and that legally it can be done either way.

**DISCUSSION:** Councilmember Gookin noted that he is opposed to making anything formal, as he believes that if no one else seconds the motion, the motion maker should let it go. Mayor Hammond noted that it should be accepted as a procedure so that it is non-contestable. Councilmember Gookin felt that authority would rest with the Mayor. Councilmember McEvers noted that it always worked to require a second. Councilmember English would like to require a second, in his history if you don't get a second it dies from a lack of a second. He has seconded items just because he wanted to allow the discussion. Councilmember Gookin noted that he fears this leads the way to adopting Roberts Rules of Order. Councilmember Miller asked where

would this go for clarification, where would this policy be held. Ms. McLeod noted that it would be captured in the minutes and shared with new Councilmembers as part of their onboarding packet. Councilmember Wood doesn't like Roberts Rules of Order as they are confusing and not followed, but this is not Roberts Rules of Order and she would support the adoption.

**MOTION:** Motion by Evans, seconded by Miller, to approve the parliamentary procedure that would require a second to a motion to move it forward for further discussion. **Motion carried, with Gookin voting in opposition.**

**EXECUTIVE SESSION:** Motion by Gookin, seconded by McEvers to enter into Executive Session pursuant to Idaho Code 74-206 (f) to communicate with legal counsel for the public agency to discuss the legal ramifications of, and legal options for, pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

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

The City Council entered Executive Session at 7:14 p.m. Those present were the Mayor, City Council, City Administrator, City Clerk, City Attorney. Council returned to regular session at 7:24 p.m.

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

The meeting adjourned at 7:25 p.m.

ATTEST:

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

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

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

**COMMITTEE MEMBERS**

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

**CITIZENS**

Don Duffy, Panhandle Health District Director

**STAFF**

Juanita Knight, Senior Legal Assistant  
Randy Adams, City Attorney / Legal Services Director  
Troy Tymesen, City Administrator  
Mike Becker, Capital Program Manager, Wastewater  
Renata McLeod, Municipal Services Director  
Bill Greenwood, Parks & Recreation Director  
Mike Anderson, Wastewater Director

**Item 1.        Approval of a Contract with HDR Engineering, Inc., to Prepare the Wastewater Rate Study.**  
**(Consent Calendar)**

Mike Becker, Capital Program Manager, Wastewater, is requesting City Council approve 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. Mr. Becker explained in his staff report that since 2002, Wastewater 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). Currently, Coeur d'Alene has one of the lowest monthly sewer rates within the region. The last update (2017) was completed by HDR, adopted by City Council in 2018 and is set to expire in 2023. 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. WW has budgeted \$100,000 for FY 21/22 and will budget the remaining balance next year (FY 22/23). HDR has completed our last four (4) rate studies. They have an exceptional performance record and were selected to perform this update because they are already familiar with our Wastewater Facility Plan and Sewer Master Plan. This PSA has been reviewed by the City's Legal Department.

Councilmember Gookin asked if the approval is for \$163,736.00 or \$100,000.00 and how does Council authorize funding for a future expenditure. City Attorney Randy Adams responded by explaining that WW is paying from two (2) separate fiscal years. Council would have to authorize the first year in this process with the idea that Council would also authorize the rest in next year's budget. There would also be a non-appropriations clause as is required in any multi-year contract.

Councilmember Miller asked Mr. Becker to explain the time line for this process. Mr. Becker said it is included in the Scope of Services (SOS) and that staff will present multiple updates to the Council. The goal is to have this fully adopted by Council prior to the April 2023 deadline. Councilmember Miller asked if there will be any public hearings during the study. Mr. Becker said there is a line item in the SOS for a public workshop. They have not held one in previous years but it is something staff can entertain. City Administrator Mr. Tymesen added that an opportunity for a public hearing would occur for any rate increase in excess of 5%.

Councilmember McEvers commented that HDR has been doing this for many years and asked what HDR charged the City in the past, are there annual increases, or are they giving us a good-guy discount? Mr. Becker said the Rate Study in 2017 was budgeted at \$190,000.00, however, the City was only invoiced \$95,000 for the study, which was way under budget.

Councilmember McEvers asked if staff considered putting this out to bid. Mr. Becker said they have considered it but one of his objectives is to save the City money. It would cost the City more if they had to pay a third-party engineer to come in to learn how the City operates.

**MOTION: by Gookin, seconded by Miller, to recommend that Council approve a contract with HDR Engineering, Inc., to prepare the Wastewater Rate Study. Motion Carried.**

**Item 2.           Approval of a Voluntary Reallocation of the Idaho State Opioid Settlement Allocation to Panhandle Health District.**

**(Consent Calendar)**

Renata McLeod, Municipal Services Director, is requesting Council approve a voluntary reallocation of the Idaho State Opioid Settlement allocation to Panhandle Health District (PHD). Mrs. McLeod explained in her staff report that 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. The statewide settlement is estimated to be \$120,000,000 over 18 years. Forty percent 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. 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 PHD for their program implementation. This is specifically allowed under the Idaho Opioid Settlement Intrastate Allocation Agreement.

Don Duffy, District Director of Panhandle Health District (PHD), said he is thankful the City is considering the reallocation of the funding to the PHD. Mr. Duffy explained, in part, that from 2020 to 2021, there was a 59% increase in fatalities associated with fentanyl. Back in 2017, PHD did a community health assessment and determined opioid use was one of the top three (3) concerns for the community. PHD created a committee four-years ago and created an opioid action plan for the community. PHD already has 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 PHD receives additional funding, they would like to enhance the program by community awareness campaigns, prevention efforts, education, and harm reduction. PHD works with public safety regarding overdose mapping and Narcan distribution, and will continue to do so.

Councilmember Miller asked if PHD is receiving other funding and sources other than what the City is considering allocating to PHD. Mr. Duffy said they will also receive a direct settlement allocation and are hopeful other cities and counties will decide to also allocate the funding to PHD. Mr. Duffy noted that there are several other companies, in addition to Johnson, Amerisource, Bergen, and Cardinal that have yet to settle. So,

the funding allocated to the City could potentially double. They are also working with Spokane County who has a regional task force associated with opioid use disorder.

**MOTION: by Miller, seconded by Gookin, to recommend that Council approve the voluntary reallocation of the Idaho State Opioid Settlement Allocation to Panhandle Health District. Motion Carried.**

**Item 3.           Approval of the Destruction of Records as Allowed by the City's Records Retention Schedule.**  
**(Consent Calendar)**

Renata McLeod, Municipal Services Director, is requesting Council authorize the destruction of certain public records in accordance with the City's records retention schedule. Mrs. McLeod explained in her staff report that the Water, Finance, and Municipal Services Departments are requesting the destruction of certain records that have surpassed the retention period and requests the destruction of those records. 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.

**MOTION: by Gookin, seconded by Miller, to recommend that Council approve the Destruction of Records as allowed by the City's Records Retention Schedule. Motion Carried.**

**Item 4.           Approval of the Renewal of an Agreement with Lake Cda Cruises.**  
**(Consent Calendar)**

Bill Greenwood, Parks & Recreation Director, is requesting Council renew the Lease Agreement with Lake CDA Cruises for an additional five-year period with an optional five-year extension. Mr. Greenwood explained in his staff report that Lake CDA Cruises has been leasing the bays on the commercial dock for over 25 years. The rental amounts, as per the lease agreements, are increased each year based on the current Consumer's Price Index (CPI). 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. 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.

**MOTION: by Gookin, seconded by Miller, to recommend that Council approve the renewal of an agreement with Lake Cda Cruises. Motion Carried.**

**Item 5.           Approval of the Solicitation of Request for Proposals (RFP) for Concessions at Atlas Waterfront Park.**  
**(Consent Calendar)**

Bill Greenwood, Parks & Recreation Director, is requesting Council approve a Request for Proposals (RFP) to be issued for food concessions at Atlas Park and authorize staff to pick the most qualified bidders. Mr. Greenwood explained in his staff report that 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 four (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. Once four (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 three (3) years for each vendor. 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.

Councilmember Miller said it's great that staff is looking for a variety of vendors. However, the RFP is very specific with requiring the vendor to be open 7 days a week from 10:00 a.m. to 7:00 p.m., noting that could limit vendors who cannot meet those requirements. Mr. Greenwood said that is what is in the RFP. However, he is willing to negotiate those terms to best help the vendors have a successful business. Councilmember Miller asked if a business is not working out for the vendor what is an escape clause from the lease. Mr. Greenwood said it is normally a 30-day notice. He said he would be gracious and work with the vendor.

Councilmember McEvers asked who is paying for the utilities and who manages the garbage. Mr. Greenwood said the City would pay water and electricity. The vendors are responsible for managing their own grey water. The vendor will manage garbage in their area but there will be trash cans in the area that the City will manage. Councilmember McEvers asked if twenty-three feet (23') is big enough for the vendor area. Mr. Greenwood said it should be. Councilmember McEvers asked about vendor parking. Mr. Greenwood said there should be plenty of parking and they may consider dedicated parking spots for the vendors only.

Councilmember Miller asked about seating. Mr. Greenwood said they will have picnic tables throughout the plaza area.

Councilmember Gookin asked if this will be in compliance with the City's vendor code. Municipal Services Director Renata McLeod said this would fall under the mobile food court requirements. Ms. McLeod said she will meet with Mr. Greenwood to ensure all requirements are met.

**MOTION: by Miller, seconded by Gookin, to recommend that Council approve a Request for Proposals (RFP) for concessions at the Atlas Waterfront Park. Motion Carried.**

**Item 6.           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.**  
**(Agenda)**

Bill Greenwood, Parks & Recreation Director, is requesting 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. Mr. Greenwood explained in his staff report that 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. Per the proposed agreements, 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 (5) years. 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.

Councilmember Miller asked if the plan is to put out a blanket RFP for any type of water activity. Mr. Greenwood said the RFP will have stipulations. The proposals must have a recreational opportunity for the public. It is not for someone to lease and use for private moorage. It is for public recreation. Councilmember Miller said she believes the public should have more opportunity to weigh in on what happens at that location.

Councilmember Gookin asked if the City will own the docks at some point. Mr. Greenwood said no. Though, the agreement could be crafted in a way that ownership would revert back to the City after five (5) years. However, do we really want the liability that would come from owning them. Mr. Greenwood said it was only the revenue from the lease that he was looking for under riparian rights. Councilmember Gookin said he shares some of the concerns Councilmember Miller expressed regarding parking and more public input. He asked how much this has been in front of the public and if the Parks & Recreation Commission had seen it. Mr. Greenwood said it this is the normal process for RFP's and clarified that it has gone through the Parks and Recreation commission before coming forward to Council.

Councilmember McEvers noted that in the past when there was a marina for the Osprey Restaurant the docks did not hold up very well due to the current on the river. Mr. Greenwood explained that the current quality build of docks is much better than they used to be. Councilmember McEvers asked if a potential business could be like a maintenance company that works on boats. Mr. Greenwood said he crafted the RFP to be for a public water recreation business, not a business to run a marina for moorage, etc. They are looking for businesses that cater to the citizen of Coeur d'Alene. Councilmember McEvers asked if the public can use the docks to moor their boats. Mr. Greenwood responded, no they could not, and the docks will be leased to a business who will have exclusive use of the docks. Councilmember McEvers asked about public parking for access to the docks. Mr. Greenwood showed a map of the area for parking and noted that there are plans to add additional parking in the future. Councilmember McEvers asked if this will add traffic to the river. Mr. Greenwood said he does not believe so, as the vessels are being launched from someplace and will be on the lake and river anyway. Mr. Greenwood said the hope is to alleviate some of the heavy traffic at the Third Street boat launch. Councilmember McEvers asked if there will be any fuel storage on-site, i.e., gas pumps. Mr. Greenwood said no, however, if a someone is creative in their RFP, and they suggest that, he would be open to that conversation. It would not be gas pumps, piping, or fuel for sale and would be for use in their own vessels only.

Councilmember Miller said it sounds like the use for these docks will be exclusively for motorboats and not passive vessels like paddleboards. Mr. Greenwood said he does not see that as a good location for paddleboard or kayak launching, however, if someone is creative with their RFP, it is a discussion he is open to.

Councilmember Miller again expressed her desire to have this daylighted more before the public.

**MOTION: by Miller, seconded by Gookin, to forward this item without a recommendation to the full City Council for consideration for approval of the solicitation of Request for Proposals (RFP) to build two (2) docks and provide business operations for public water-based recreation near Harbor Center. Motion Carried.**

A link to the full meeting can be found here: <https://youtu.be/8i-pGiPO9Os>

The meeting adjourned at 1:00 p.m.

Respectfully submitted,

[Juanita Knight](#)

Recording Secretary



## Revised: October 2021

## CEMETERY DEED

THIS INDENTURE, made this 1st day of May, 2020 by and between the City of Coeur d'Alene, a municipal corporation of Kootenai County, Idaho, party of the first part and Philip Eckhardt (Dad) and/or Aaron Eckhardt (son)

WITNESSETH, that the said party of the first part, in consideration of the sum of Two thousand (2,000) dollars to it paid by said party(ies) of the second part, the receipt whereof is hereof acknowledged, has granted, bargained and sold and does by these grant, sell and convey unto said party(ies) of the second part of the following lot or parcel of land situated in Kootenai County, State of Idaho, and more particularly described as follows, to-wit:

Section: A

Block: Forty three (43)

Lots: Eleven (11) & twelve (12)

in Forest Cemetery, according to the plat thereof now on file and of record in the Office of the County Recorder of said Kootenai County, in the City of Coeur d'Alene.

Perpetual care of said lot S being included in the purchase price, and the same is guaranteed to be provided and furnished according to the rules and regulations adopted by the City Council of the City of Coeur d'Alene.

TO HAVE AND TO HOLD the same with appurtenances unto the said party(ies) of the second part their heirs and assigns forever, to be used as a place of interment for the dead and not otherwise, and subject to the rules and regulations of the City Council of said City of Coeur d'Alene governing the same.

And the said party of the first part, for itself and successors, does covenant and agree, to and with the said party(ies) of the second part, their heirs and assigns, that it is well seized of said premises, and has good and lawful right to convey the same as aforesaid; that said premises are clear of all encumbrance, and that the same in the lawful possession and enjoyment of the said party(ies) of the second part, their heirs and assigns, it will, and its successors shall, forever warrant and defend.

IN WITNESS WHEREOF, the City of Coeur d'Alene has caused these presents to be signed in its behalf by the Mayor of the City, and countersigned by the Clerk of said City, and its corporate seal to be hereto affixed the day and year first above written.

CITY OF COEUR D'ALENE

By: 

Steve Widmyer, Mayor

ATTEST:

  
Renata McLeod, City Clerk

STATE OF IDAHO

ss.

County of Kootenai

I, Amy C. Ferguson, a Notary Public, in and for said county and state, do hereby certify that on this 1st day of May, in the year of 2020, personally appeared before me, Steve Winkler and Donna McLeod personally known to me to be the Mayor and City Clerk of Coeur d'Alene, the municipal corporation, that executed the within instrument, and acknowledged to me that said instrument was signed and sealed on behalf of said corporation, by authority of its City Council, and that said corporation executed the same.

Witness my hand and notarial seal this 1st day of May, 20 20.



Notary Public

Residing at

Spier Lake

My Commission Expires: 10-30-21

CEMETERY DEED

City of Coeur d'Alene  
A Municipal Corporation

TO

State of Idaho

County of Kootenai

I hereby certify that the within instrument was filed for record in the office of the County Recorder of said County on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M., at the \_\_\_\_\_ and recorded in Book \_\_\_\_\_ of Deeds on page \_\_\_\_\_.

County Recorder

By: \_\_\_\_\_  
Deputy

**CERTIFICATE OF CONVEYANCE  
CEMETERY LOT**

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

Section(s) A, Block(s) 43,

Niche(s) \_\_\_\_\_, Lot(s) 11, 12

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

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

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By \_\_\_\_\_  
Mayor

ATTEST:

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

# **CITY COUNCIL STAFF REPORT**

**DATE:** April 5, 2022  
**FROM:** Dennis J. Grant, Engineering Project Manager  
**SUBJECT:** **SS-22-02c, Kunkel's Corner, Final Plat Approval**

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## **DECISION POINT**

Staff is requesting the following:

1. City Council approval of the final plat document, a one (1) lot, six (6) unit residential condominium subdivision.

## **HISTORY**

Applicant: James Casper, Executive Director  
Habitat for Humanity of North Idaho, Inc.  
170 W. Wyoming Avenue  
Hayden, Idaho 83835

Location: 601 W. Neider Avenue

## **FINANCIAL ANALYSIS**

There are no financial issues with this development.

## **PERFORMANCE ANALYSIS**

This is a re-plat of Lot 1, Block 2 of the Clark Addition located in Coeur d'Alene, into a one (1) lot, six (6) unit condominium plat. All infrastructure improvements were addressed during the construction of the residential units on the subject property, and the property is now fully developed and ready for final plat approval.

## **DECISION POINT RECOMMENDATION**

City Council approval of the final plat document.

KUNKEL'S CORNER

A CONDOMINIUM PLAT IN LOT 1, BLOCK 2 OF THE CLARK ADDITION  
SITUATED IN THE EAST 1/2 OF SECTION 2, TWP. 50 N., RNG. 4 W., B.M.,  
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO.

Line Table		
Line #	Bearing	Distance
L1	N85°28'52"W	170.90'
L2	N12°26'09"W	57.53'
L3	N40°31'45"E	27.71'
L4	S62°03'12"E	23.29'
L5	N41°55'29"W	37.56'
L6	S34°28'23"W	4.29'
L7	N50°00'00"W	19.66'
L8	N83°14'29"E	93.64'

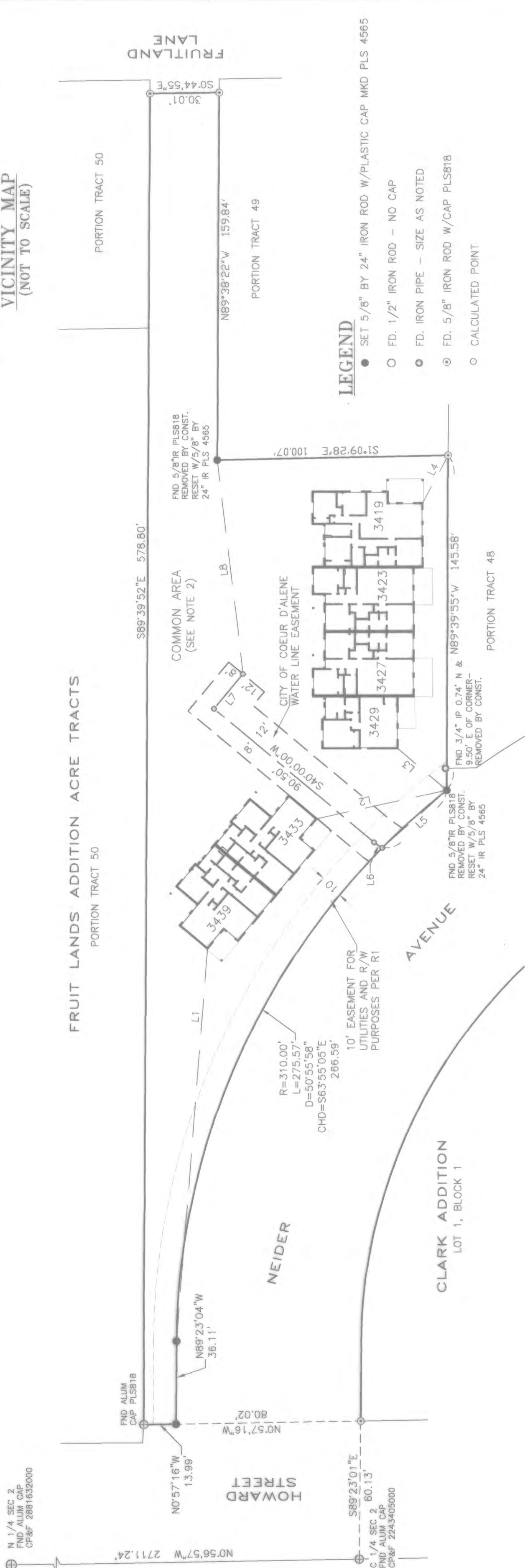
GRAPHIC SCALE



RECORD DRAWINGS

NUMBER	TYPE	BOOK	PAGE	DATE	BY
(R1)	CLARK ADDITION	BK. I	PG. 187	1999	AVON

N 1/4 SEC 2  
FND ALUM CAP  
CP&F 2881632000



DECLARATION OF CONDOMINIUM

THE CONDOMINIUM DECLARATION AND DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR KUNKEL'S CORNER WAS RECORDED AS INSTRUMENT NO. \_\_\_\_\_ RECORDS OF KOOTENAI COUNTY, IDAHO.

BASIS OF BEARING

THE BASIS OF BEARING IS THE IDAHO WEST ZONE STATE PLANE - NAD 1983 (2011 ADJ) BASED ON GPS OBSERVATION AT N 2204294.14, E 2366903.24 (GROUND COORD) GRID CONVERGENCE ANGLE -0°44'29", CAF 1.00010497. THIS PROVIDES A RESULTANT BEARING OF N0°56'57"W ALONG THE N-S CENTER OF SECTION LINE AS SHOWN HEREON.

NOTES

- DISTANCES SHOWN ARE IN U.S. FEET
- ANY PORTION OF THIS PLAT NOT DESIGNATED AS A CONDOMINIUM UNIT OR LIMITED COMMON AREA IS COMMON AREA.
- FOR UNIT DIMENSIONS, FLOOR ELEVATIONS AND AREA NOTATIONS, SEE SHEET 2.

SURVEY METHODS

- GPS - TRIMBLE R10 W/GNSS USING RTK WITH 2 MEASUREMENTS AT EACH POSITION
- CONVENTIONAL-TRAVERSES WITH TOPCON GTS 235 INST.

SURVEY NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO CREATE A CONDOMINIUM PLAT ON AN EXISTING LOT OF RECORD. FOUND MONUMENTS NOTED ON THE PRIOR PLAT WERE USED DURING THE RETRACEMENT OF THE PARCEL BOUNDARY. THE PLAT REFERENCED IS LISTED ON THIS SHEET.

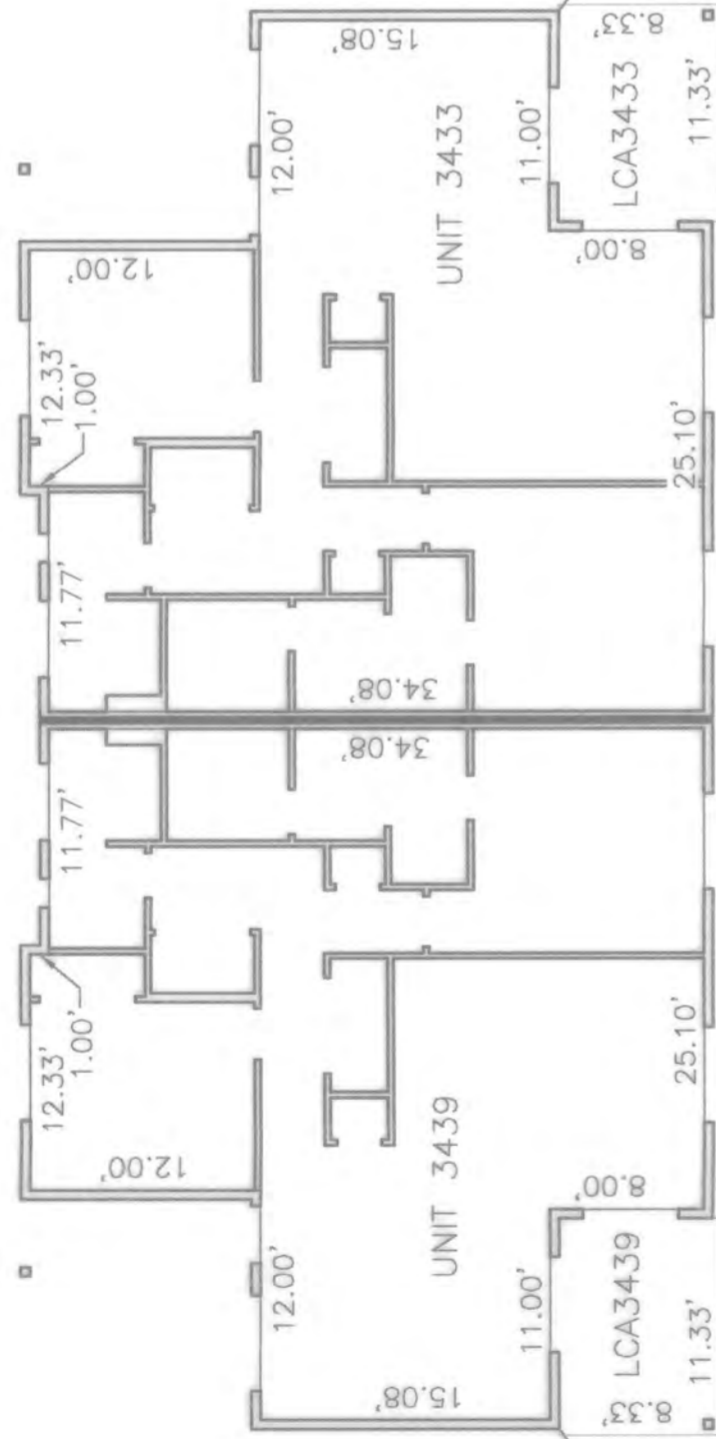


Tate Engineering, Inc.  
1625 North 4th Street, Ste. 204  
Coeur d'Alene, Idaho, 83814  
(208) 676-8708 e-mail: info@tate-eng.com

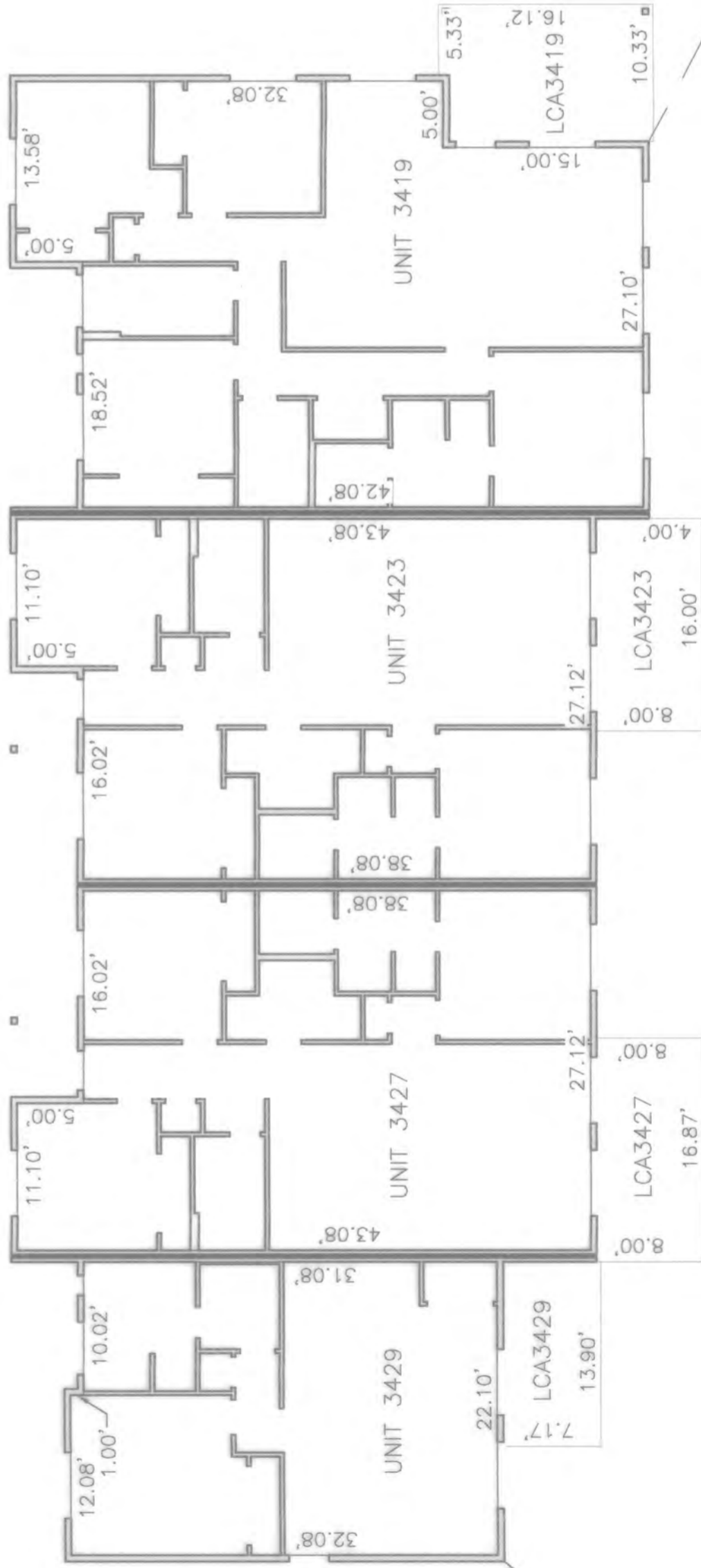
PROJECT #:	21.214	DATE:	Dec, 2021	SCALE:	1"= 60'
DRAWING:	21.214Plat	CHECKED:	EMW	DRAWN BY:	emw
				PAGE 1 OF 3	

# KUNKEL'S CORNER

A CONDOMINIUM PLAT IN LOT 1, BLOCK 2 OF THE CLARK ADDITION  
SITUATED IN THE EAST 1/2 OF SECTION 2, TWP. 50 N., RNG. 4 W., B.M.,  
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO.



UNIT NO.	AREA (SQ.FT.)	FLOOR ELEV.	CEILING ELEV.
3439	1023	2197.28	2205.45
LCA3439 (PATIO)	94	2197.28	N/A
3433	1023	2197.28	2205.45
LCA3433 (PATIO)	94	2197.28	N/A



UNIT NO.	AREA (SQ.FT.)	FLOOR ELEV.	CEILING ELEV.
3429	699	2197.84	2206.01
LCA3429 (PATIO)	100	2197.84	N/A
3427	1089	2197.84	2206.01
LCA3427 (PATIO)	135	2197.84	N/A
3423	1089	2197.84	2206.01
LCA3423 (PATIO)	135	2197.84	N/A
3419	1344	2197.84	2206.01
LCA3419 (PATIO)	165	2197.84	N/A



## LEGEND

UNIT 3429 - CONDOMINIUM UNIT NO.  
LCA3429 - LIMITED COMMON AREA  
AND UNIT NO ATTACHED TO

## AREA NOTATION

- TOTAL AREA = 35,904 FT<sup>2</sup>.
- LIMITED COMMON AREA = 723 FT<sup>2</sup>.
- COMMON AREA = 35,181 FT<sup>2</sup>.



Tate Engineering, Inc.  
1625 North 4th Street, Ste. 204  
Coeur d'Alene, Idaho, 83814  
(208) 676-8708 e-mail: info@tate-eng.com

KUNKEL'S CORNER

A CONDOMINIUM PLAT IN LOT 1, BLOCK 2 OF THE CLARK ADDITION  
SITUATED IN THE EAST 1/2 OF SECTION 2, TWP. 50 N., RNG. 4 W., B.M.,  
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO.

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: That Habitat for Humanity of North Idaho Holdings, Inc., is the record owner of the real property hereinafter described and intend to include said property within this platting.

Lot 1, Block 2 of the Clark Addition, according to the plat recorded in Book 1 of Plats, Page 187, records of Kootenai County, State of Idaho, situated in the East 1/2 of Section 2, Township 50 North, Range 4 West, Boise Meridian, City of Coeur d'Alene, Idaho.

The water line easement, as shown hereon, is hereby granted to the City of Coeur d'Alene.

Comprising 35,904 square feet, more or less.

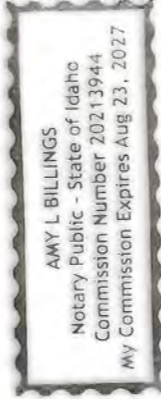
Water and Sanitary Sewer service are provided by the City of Coeur d'Alene.

[Signature]  
Habitat for Humanity of North Idaho Holdings, Inc.  
by: James Casper, Executive Director

ACKNOWLEDGMENT

State of Idaho } ss.  
County of Kootenai

This record was acknowledged before me on 03/21/2022 by James Casper as Executive Director for Habitat for Humanity of North Idaho Holdings, Inc.



[Signature]  
Notary Public  
My Commission Expires 08/23/2027

CITY OF COEUR D'ALENE

This plat has been examined by the Coeur d'Alene City Council and is hereby approved for filing this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Clerk - City of Coeur d'Alene

CITY ENGINEER

I hereby certify this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, that I have examined this plat and approve the same for filing.

Engineer - City of Coeur d'Alene

COUNTY RECORDER

I hereby certify that this Plat of Kunkel's Corner was filed for record in the office of the Recorder of Kootenai County, Idaho at the request of \_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_ m and was duly recorded in Plat Book \_\_\_\_\_, at Pages \_\_\_\_\_ and \_\_\_\_\_ as Instrument Number \_\_\_\_\_.

By: \_\_\_\_\_ Deputy Clerk Fee: \_\_\_\_\_  
Kootenai County Clerk - Jim Brannon

SURVEYOR'S CERTIFICATE

I, Ernest M. Warner, do hereby certify that I am a Registered Professional Land Surveyor, licensed by the State of Idaho and that this plat of Kunkel's Corner, as shown hereon, was prepared from an actual survey made on the ground under my supervision and accurately represents the points platted hereon, and is in conformity with the State of Idaho Code relating to plats and surveys.



HEALTH DISTRICT APPROVAL

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied based on a review by a Qualified Licensed Professional Engineer (QLE) representing the City of Coeur d'Alene and the QLE approval of the design plans and specifications and the conditions imposed on the developer for continued satisfaction of the sanitary restrictions. Water and sewer lines have been completed and services certified as available. Sanitary restrictions may be reimposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a certificate of disapproval

Date: \_\_\_\_\_ Health District Signature: \_\_\_\_\_

COUNTY SURVEYOR

I hereby certify that on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, I have examined this Plat and have approved the same for filing.

Kootenai County Surveyor



COUNTY TREASURER

I hereby certify that on this 24th day of March, 2022, the required taxes on the herein platted land have been paid through December 31, 2021.

[Signature]  
Kootenai County Treasurer, Deputy Treasurer



Tate Engineering, Inc.  
1625 North 4th Street, Ste. 204  
Coeur d'Alene, Idaho, 83814  
(208) 676-8708 e-mail: info@tate-eng.com

PROJECT #: 20.214	DATE: Dec, 2021	SCALE: 1"= NA	PAGE 3 OF 3
DRAWING: 20.21 4 Plat	CHECKED: EMW	DRAWN BY: emw	

RESOLUTION NO. 22-015

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE FOLLOWING: UTILITY EASEMENTS FOR AREAS 10 AND 12 FROM ATLAS MILL 10/12 INVESTMENT, LLC, AT ATLAS WATERFRONT FIRST ADDITION; DESTRUCTION OF PUBLIC RECORDS FOR THE WATER, MUNICIPAL SERVICES, AND FINANCE DEPARTMENTS; PROFESSIONAL SERVICES AGREEMENT WITH HDR ENGINEERING, INC., TO PREPARE THE WASTEWATER RATE AND FEE STUDY; VOLUNTARY REALLOCATION AGREEMENT FOR THE CITY'S SHARE OF THE IDAHO STATE OPIOID SETTLEMENT ALLOCATION TO PANHANDLE HEALTH DISTRICT (PHD); RENEWAL OF LEASE AGREEMENT WITH LAKE COEUR D'ALENE CRUISES, INC., FOR THE COMMERCIAL DOCKS AT INDEPENDENCE POINT; AND THE SOLICITATION OF REQUESTS FOR PROPOSALS (RFP) FOR MOBILE FOOD CONCESSIONS AT ATLAS WATERFRONT PARK.

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

- A) Acceptance of Utility Easements for Areas 10 and 12 from Atlas Mill 10/12 Investment, LLC, at Atlas Waterfront First Addition;
- B) Destruction of public records for the Water, Municipal Services, and Finance Departments;
- C) Professional Services Agreement with HDR Engineering, Inc., to prepare the Wastewater Rate and Fee Study;
- D) Voluntary Reallocation Agreement for the City's share of the Idaho State Opioid Settlement Allocation to Panhandle Health District (PHD);
- E) Renewal of Lease Agreement with Lake Coeur d'Alene Cruises, Inc. for the commercial docks at Independence Point;
- F) Approval of the solicitation of Requests for Proposals (RFP) for mobile food concessions at Atlas Waterfront Park;

AND

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d’Alene that the City enter into agreements and take the other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits “A” through “F” and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements and the other actions, so long as the substance of the agreements and the other actions remain intact.

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

DATED this 5<sup>th</sup> day of April, 2022.

---

James Hammond, Mayor

ATTEST:

---

Renata McLeod, City Clerk

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

ROLL CALL:

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

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

## **CITY COUNCIL STAFF REPORT**

**DATE:** April 5, 2022  
**FROM:** Kyle Marine, Assistant Water Director  
**SUBJECT:** Utility Easement for Sewer Line

---

**DECISION POINT:** Should Council accept two (2) Utility Easements in Areas 10 and 12 of the Atlas Waterfront First Addition?

**HISTORY:** The Atlas Waterfront is in the process of being developed area-by-area. Having been bare, undeveloped land for many years, it is necessary to extend public utilities, including water, to the property. Areas 10 and 12 are located in Lot 1, Block 4, Atlas Waterfront First Addition. The owner has consulted with the Water Department to determine the best locations for the water main easements and the Water Department has approved the locations. The easements comply with the Department's policies.

**FINANCIAL ANALYSIS:** There is no financial impact to the City in accepting this Easement. The developer will install the water mains and, upon acceptance by the City, the City will maintain the infrastructure.

**PERFORMANCE ANALYSIS:** The purchaser of Areas 10 and 12 in the Atlas Waterfront First Addition, Atlas Mill 1/12 Investment, LLC, has offered utility easements in each area for water mains. The easements are twenty (20) feet in width as shown on Exhibits "B" to the easements. The Water Department has approved the location and the easements meet its requirements.

**REQUESTED ACTION:** Council should accept the two (2) Utility Easements for a Water Main in Areas 10 and 12 of the Atlas Waterfront First Addition.

## UTILITY EASEMENT AREA 10

KNOW ALL MEN BY THESE PRESENTS, that Atlas Mill 10/12 Investment LLC, whose address is 731 W Wyndemere Dr, Boise, ID 83702, the **GRANTORS**, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, paid by the City of Coeur d'Alene, Kootenai County, State of Idaho, receipt of which is acknowledged, do hereby, grant, quitclaim and convey unto the **CITY OF COEUR D'ALENE**, a municipal corporation, the **GRANTEE**, whose address is 710 Mullan Avenue, Coeur d'Alene, Idaho, 83814, its successors and assigns, an easement, together with the rights of ingress and egress for the installation, improvement, operation and maintenance of public utilities over, on and through the following described property:

See attached " Exhibits A and B"

The **GRANTORS** further agree to keep the easement clear of all buildings, structures, and other obstructions. The **GRANTORS** agree that all underground facilities installed by or for the **GRANTEE** shall remain the property of the **GRANTEE**, removable by the **GRANTEE** at its option.

Should it be necessary for the **GRANTEE** to remove fencing or any other obstructions, remove or damage any asphalt, concrete or their surfacing for the maintenance or repair of the underground facility, the **GRANTOR** shall repair and restore them to their original condition at the expense of the **GRANTOR**.

The **GRANTOR** also agrees, to the extent that the public utilities consist of grassy swales, that the **GRANTOR** shall be responsible for the maintenance of the same, including weed and grass control.

**TO HAVE AND TO HOLD** such easement for public purposes so long as the same shall be used, operated and maintained as such.

This agreement shall be binding upon the **GRANTEE'S** and **GRANTOR'S** heirs, assigns and successors in interest, and shall be deemed to be covenants running with the land.

IN WITNESS WHEREOF, the GRANTORS have caused this instrument to be executed, this 10 day of March, 2022 .

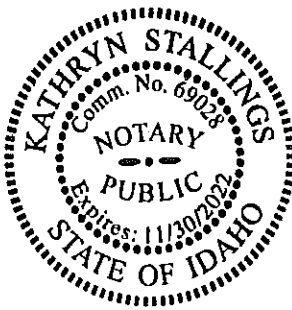


Grantor

STATE OF IDAHO )  
 ) SS  
COUNTY OF Ada )

On this 10<sup>th</sup> day of MARCH, 2022, before me a Notary Public, personally appeared Dean Papé, known or identified to me to be the individual/s who executed the foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed.

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



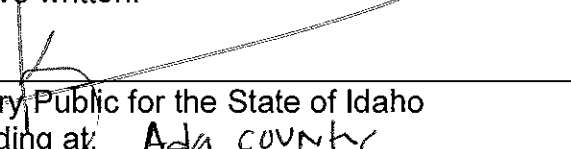
  
Notary Public for the State of Idaho  
Residing at: Ada County  
My Commission Expires: 11.30.2022

EXHIBIT A

WATER LINE EASEMENT DESCRIPTION

That portion of Lot 1, Block 4 Atlas Waterfront First Addition as recorded in Book L of Plats, page 519, records of Kootenai County, Idaho, described as follows:

A 20 foot strip of land lying 10 feet each side of the following described centerline:

**COMMENCING** at the northeast corner of said Lot 1, thence along the East line of said Lot 1, South 00°29'34" West a distance of 33.24 feet, to the **BEGINNING** of said centerline;

Thence South 79°14'26" West a distance of 5.32 feet;

Thence South 45°15'41" West a distance of 87.56 feet;

Thence South 89°09'08" West a distance of 119.92 feet;

Thence South 05°52'05" East a distance of 5.00 feet to Point A;

Thence South 05°52'05" East a distance of 69.38 feet;

Thence South 50°52'05" East a distance of 19.92 feet to the South line of said Lot 1 and the **END** of said centerline;

**TOGETHER WITH**

**COMMENCING** at said Point A, thence North 50°52'05" West a distance of 35.09 feet to the **END** of said centerline.

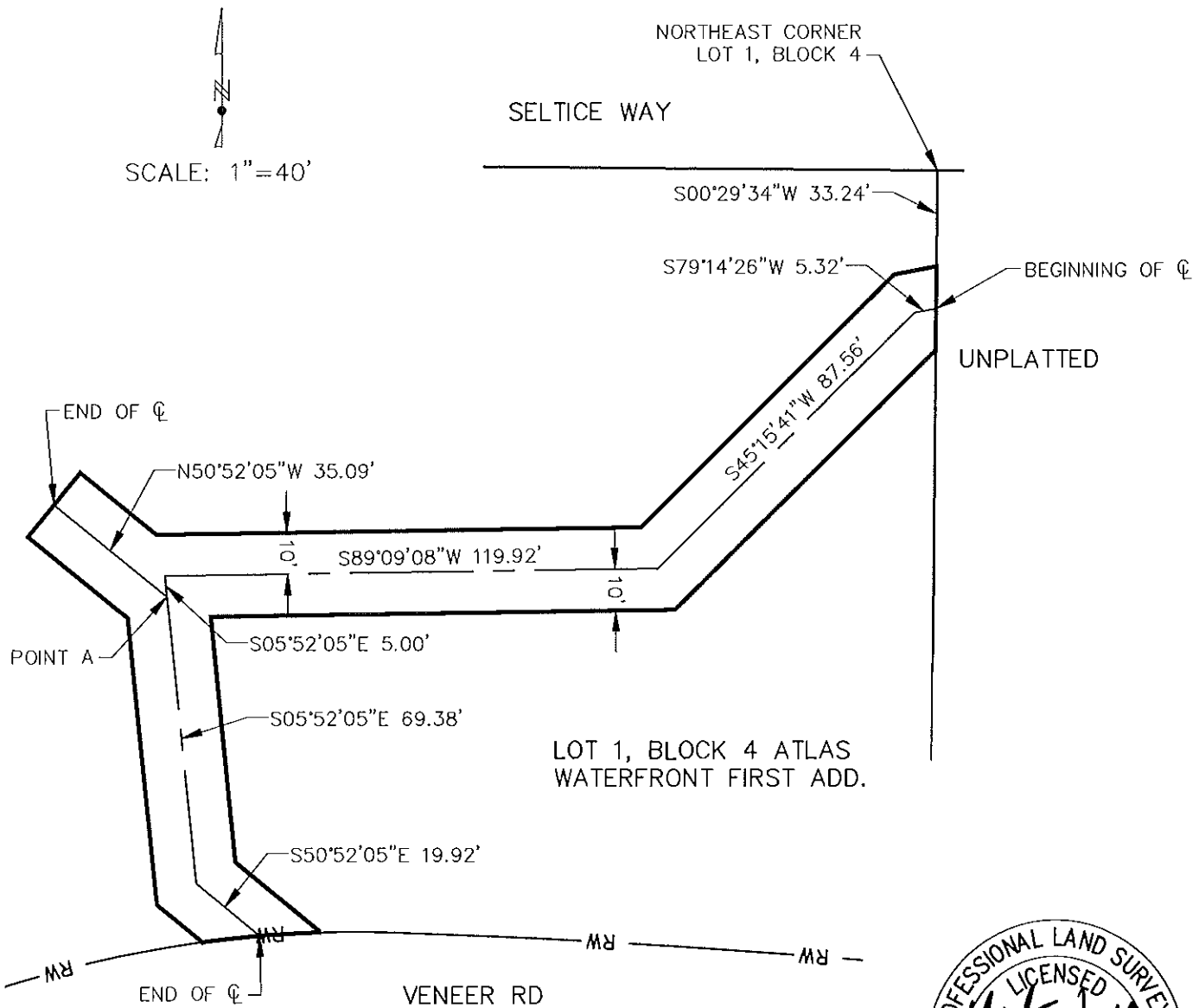
The sidelines of said 20 foot strip to be extended or trimmed to intersect the East line of said Lot 1 on the East and to the South line of said Lot 1 on the South.



Michael L. Hathaway

Digitally signed  
by Michael L  
Hathaway  
Date:  
2022.02.21  
12:01:58-08'00'

EXHIBIT B  
 WATER LINE EASEMENT  
 A PORTION OF LOT 1, BLOCK 4 ATLAS WATERFRONT  
 FIRST ADDITION LOCATED IN SECTION 10, TOWNSHIP  
 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN,  
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



Digitally signed  
 by Michael L.  
 Hathaway  
 Date:  
 2022.02.21  
 11:18:13-08'00'



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 330 E. Lakeside Ave, Suite 101 (toll free) 877-815-5672  
 Coeur d'Alene, ID 83814 Resolution No. 22-015 (fax) 208-664-5946

EXHIBIT B  
 WATER LINE EASEMENT  
 LOT 1, BLOCK 4  
 ATLAS WATERFRONT FIRST ADD.

PROJECT NO.: 41292  
 DESIGNED BY: MLH  
 DRAWN BY: TJT  
 NAME: 41292EX13-AREA10  
 DATE: 2/1/2022  
 SHEET NO: Exhibit "A"  
**1 OF 1**

## UTILITY EASEMENT AREA 12

KNOW ALL MEN BY THESE PRESENTS, that Atlas Mill 10/12 Investment LLC, whose address is 731 W Wyndemere Dr, Boise, ID 83702, the **GRANTORS**, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, paid by the City of Coeur d'Alene, Kootenai County, State of Idaho, receipt of which is acknowledged, do hereby, grant, quitclaim and convey unto the **CITY OF COEUR D'ALENE**, a municipal corporation, the **GRANTEE**, whose address is 710 Mullan Avenue, Coeur d'Alene, Idaho, 83814, its successors and assigns, an easement, together with the rights of ingress and egress for the installation, improvement, operation and maintenance of public utilities over, on and through the following described property:

See attached " Exhibits A and B"

The **GRANTORS** further agree to keep the easement clear of all buildings, structures, and other obstructions. The **GRANTORS** agree that all underground facilities installed by or for the **GRANTEE** shall remain the property of the **GRANTEE**, removable by the **GRANTEE** at its option.

Should it be necessary for the **GRANTEE** to remove fencing or any other obstructions, remove or damage any asphalt, concrete or their surfacing for the maintenance or repair of the underground facility, the **GRANTOR** shall repair and restore them to their original condition at the expense of the **GRANTOR**.

The **GRANTOR** also agrees, to the extent that the public utilities consist of grassy swales, that the **GRANTOR** shall be responsible for the maintenance of the same, including weed and grass control.

**TO HAVE AND TO HOLD** such easement for public purposes so long as the same shall be used, operated and maintained as such.

This agreement shall be binding upon the **GRANTEE'S** and **GRANTOR'S** heirs, assigns and successors in interest, and shall be deemed to be covenants running with the land.

IN WITNESS WHEREOF, the GRANTORS have caused this instrument to be executed, this 10 day of MARCH, 2022 .

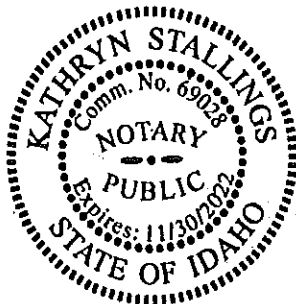


Grantor

STATE OF IDAHO            )  
  ) SS  
COUNTY OF Ada         )

On this 10<sup>th</sup> day of MARCH, 2022 , before me a Notary Public, personally appeared DEAN PAGE, known or identified to me to be the individual/s who executed the foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed.

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 the State of Idaho  
Residing at: Ada County  
My Commission Expires: 11.30.2022

## EXHIBIT A

### WATER LINE EASEMENT DESCRIPTION

That portion of Lots 1, 2, and 3, Block 1 of Atlas Waterfront First Addition as recorded in Book L of Plats, page 519, records of Kootenai County, Idaho, described as follows:

A 20 foot strip of land lying 10 feet each side of the following described centerline:

**COMMENCING** at the northwest corner of said Lot 1, thence along the North line of said Lot 1, South  $89^{\circ}32'37''$  East a distance of 96.27 feet, to the **BEGINNING** of said centerline;

Thence South  $00^{\circ}06'01''$  West a distance of 74.43 feet to the beginning of a tangent curve to the left, having a radius of 400.00 feet;

Thence along said curve, through an arc length of 42.20 feet, through a central angle of  $06^{\circ}02'43''$ , a chord bearing of South  $02^{\circ}55'21''$  East and a chord distance of 42.18 feet;

Thence South  $05^{\circ}56'42''$  East a distance of 38.51 feet to Point A;

Thence South  $05^{\circ}56'42''$  East a distance of 80.29 feet to Point B;

Thence South  $05^{\circ}56'42''$  East a distance of 66.06 feet to Point C;

Thence South  $84^{\circ}03'18''$  West a distance of 15.24 feet;

Thence South  $03^{\circ}50'40''$  East a distance of 18.18 feet to the beginning of a non-tangential curve to right, having a radius of 246.46 feet;

Thence along said curve, through an arc length of 35.25 feet, through a central angle of  $08^{\circ}11'44''$ , a chord bearing of South  $02^{\circ}15'45''$  East and a chord distance of 35.22 feet;

Thence South  $00^{\circ}59'33''$  East a distance of 76.25 feet to the beginning of a non-tangential curve to left, having a radius of 407.73 feet;

Thence along said curve, through an arc length of 53.43 feet, through a central angle of  $07^{\circ}30'32''$ , a chord bearing of South  $02^{\circ}48'03''$  East and a chord distance of 53.40 feet to Point D;

Thence North  $84^{\circ}03'18''$  East a distance of 123.27 feet to the East line of said Lot 2 and the **END** of said centerline;

#### TOGETHER WITH

**COMMENCING** at said Point A, thence North  $84^{\circ}03'18''$  East a distance of 15.86 feet to the **END** of said centerline.

#### TOGETHER WITH

**COMMENCING** at said Point B, thence South  $84^{\circ}03'18''$  West a distance of 49.96 feet to the West line of said Lot 1 and the **END** of said centerline.

#### TOGETHER WITH

**COMMENCING** at said Point C, thence North 84°03'18" East a distance of 92.96 feet to the East line of said Lot 1 and the **END** of said centerline.

**TOGETHER WITH**

**COMMENCING** at said Point D, thence South 84°03'18" West a distance of 14.06 feet;

Thence South 05°55'53" East a distance of 18.37 feet to Point E;

Thence South 05°55'53" East a distance of 10.00 feet to the **END** of said centerline.

**TOGETHER WITH**

**COMMENCING** at said Point E, thence South 84°03'18" West a distance of 17.16 feet to the **END** of said centerline.

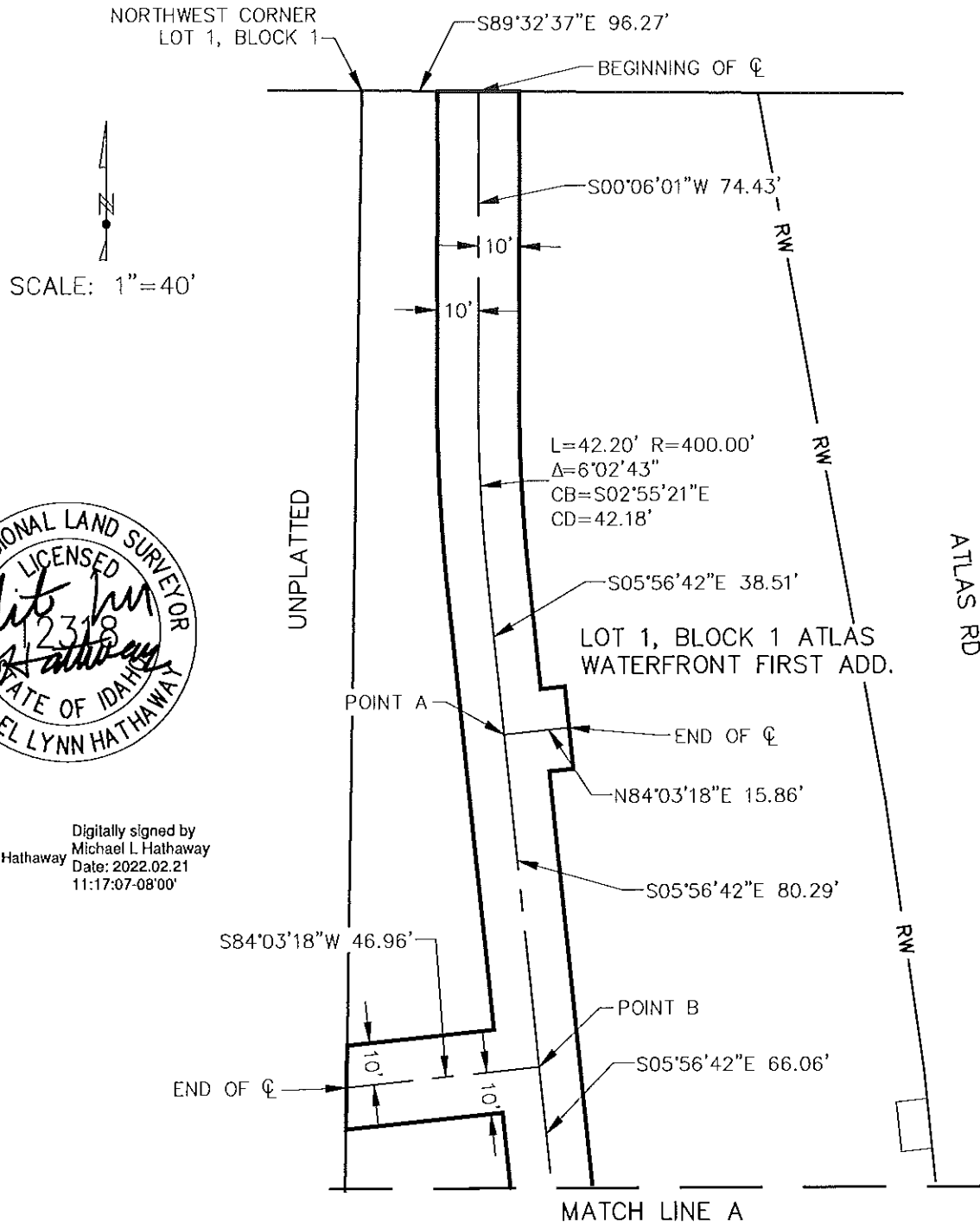
When said centerlines are called to end at the platted lot lines within Atlas Waterfront First Addition, the sidelines of said 20 foot strips are to be extended or trimmed to intersect said platted lot lines.



Michael L Hathaway

Digitally signed  
by Michael L  
Hathaway  
Date:  
2022.02.21  
12:01:25-08'00'

EXHIBIT B  
WATER LINE EASEMENT  
A PORTION OF LOTS 1, 2, AND 3, BLOCK 1 ATLAS  
WATERFRONT FIRST ADDITION LOCATED IN SECTION 10,  
TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN,  
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



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Coeur d'Alene, ID 83814 Resolution No. 22-015 (fax) 208-664-5946

EXHIBIT B  
WATER LINE EASEMENT  
LOTS 1, 2, AND 3, BLOCK 1  
ATLAS WATERFRONT FIRST ADD.

PROJECT NO.: 41292  
DESIGNED BY: MLH  
DRAWN BY: TJT  
NAME: 41292EX14-AREA12  
DATE: 2/1/2022  
SHEET NO: 1 OF 2

A circular seal for a Professional Land Surveyor. The outer ring contains the text "PROFESSIONAL LAND SURVEYOR" at the top and "MICHAEL LYNN HATHAWAY" at the bottom. Inside the ring, the word "LICENSED" is at the top, "STATE OF IDAHO" is at the bottom, and the license number "2318" is in the center. A signature, "Mike Lynn Hathaway", is written across the seal.

**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)
<b>WATER DEPARTMENT</b>		
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
<b>MUNICIPAL SERVICES DEPARTMENT</b>		
Business Licenses	Semi-permanent	2017
<b>FINANCE DEPARTMENT</b>		
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:** 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 5<sup>th</sup> day of April, 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 10<sup>th</sup> 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**

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**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.

Successes By Numbers

10,483 SAFE MEDICATION STORAGE AND DISPOSAL RESOURCES DISTRIBUTED

256 SESSIONS OF EVIDENCE BASED PREVENTION CURRICULUM DELIVERED TO FAMILIES

685 LBS OF MEDICATION WERE COLLECTED IN DISTRICT ONE AT NATIONAL TAKE BACK DAYS FROM 2020-2021

403 COMMUNITY MEMBERS TRAINED ON SUBSTANCE USE PREVENTION AND RESPONSE

696 NARCAN KITS ( 2MG DOSES) DISTRIBUTED

309 Professionals that attended PHD Conferences

OUR SUSTAINABLE AND RESPONSIBLE FUNDING APPROACH

Direct and Sub-granted Awards By Year

YEAR	SUB-GRANTS	DIRECT AWARD	TOTAL
2016-2017	\$30,572	\$0	\$30,572
2017-2018	\$46,085	\$0	\$46,085
2018-2019	\$54,303	\$0	\$54,303
2019-2020	\$108,012.25	\$250,000	\$358,012.25
2020-2021	\$92,147.22	\$1,033, 803.54*	\$1,125,950.76
2021- 2022	\$110,000	\$11,431.20	\$121,431.00
6 YEAR TOTAL	\$441,119.47	\$1,245,234.74	\$1,686,354.21

\*\$1,000,000 HRSA awards rolls over year to year from 2020-2023

For every \$1 spent on mental health and addictions \$7 in health costs are saved \$30 in productivity and social costs are saved

Promising Practices for a Healthier North Idaho

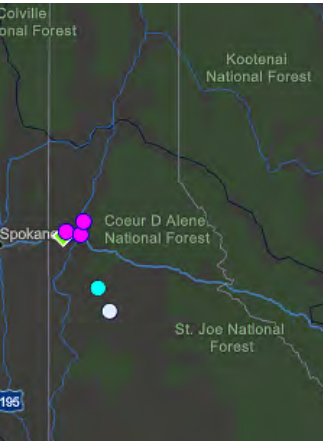
- A. TREAT OPIOID USE DISORDER (OUD)
- B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY
- C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)
- D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS
- E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME
- F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS
- G. PREVENT MISUSE OF OPIOIDS
- H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)
- I. FIRST RESPONDERS
- J. LEADERSHIP, PLANNING AND COORDINATION
- K. TRAINING



PANHANDLE HEALTH DISTRICT LEADING IDAHO'S RESPONSE IN THE OPIOID CRISIS



Leading Regional Best Practices



Panhandle Health District recently partnered with public safety to formally address an increase in accidental overdoses and Kootenai county becoming the fourth Idaho county to classify as a *High Intensity Drug Trafficking Area*. Overdose Detection Mapping Application Program (ODMAP) is now live and reporting real-time fatal and non-fatal overdoses taking place in our community. Our district is equip with comprehensive data and response teams to effectively address the moving target of substance use.

Community Focused Future



Community strategic planning



Data surveillance and response



Criminal justice and public safety training



Cross-system referral coordination

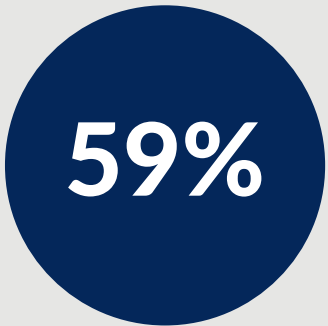
Data Driven Response

11 0-5 years old, presented to the ED between 2017-2021 for an opioid poisoning.\*



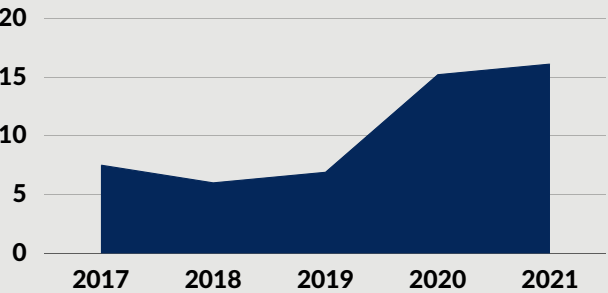
\*Data from 2021 is through September 30, 2021. Source: ESSENCE Syndromic Surveillance CDC V2 Definition

The percent of increase Kootenai county experienced from 2020 to 2021 of opioid-related fatalities involving fentanyl.\*



\*Data reflects January to June. Source: Bureau of Vital Records and Health Statistics; Division of Public Health

Rate of Opioid Overdose Presentations per 10,000 Emergency Department Visits



Source: ESSENCE Syndromic Surveillance CDC V2 Definition

For every 100,000 people in the United States, an average of **1,178** years of healthy life are lost to substance use.

PRxOS (Prescription Opioid Solutions )

Prevention  
Harm Reduction  
Access and Awareness to Treatment  
Community Resources

Four workgroup made up of over 25 agencies have been meeting monthly to reduce the morbidity and mortality of local opioid use disorder since 2018. The teams of diverse professionals have each accomplished impactful initiatives to improve the prescribing safety, harm reduction services, treatment protocols and accessibility, and recovery workforce capacity. Due to the success and impact of these workgroup, \$1.2 million dollars has been awarded from HRSA to our district to sustain and support our efforts. We are currently in year two of three of the most recent award.

First Responder Symposium

Answering the call to address substance use on the front lines.

Panhandle Health District hosted the virtual North Idaho First Responder Symposium in May 2021 to educate law enforcement, EMS, and other public safety partners on substance use and addiction in District 1. Leading experts from the local, state, and national level from organizations such as the Oregon-Idaho HIDTA, Region 1 Mobile Crisis Services, Idaho State Police, Heritage Health, and Idaho Department of Health and Welfare, provided education and training on topics including drug use trends in north Idaho, the science of addiction, access to substance treatment and services, how to use Narcan, law enforcement assisted diversion, and overdose data collection through ODMAP.

Call me:

"passionate"  
"aunt"  
"coach"  
"person in long-term recovery"

Don't call me "ADDICT"  
Change your language. Change a life.

"I am very, very grateful today for the journey that I went through...Today I am a very blessed woman! Recovery IS possible!"

Who This Helps: Lisa's Story

When I was seven years old I experienced traumatic abuse. At age 12, I drank for the first time and realized it made me feel better. By 16 years old I was using drugs which then escalated to using meth. I used crystal meth for many years while still drinking almost every day. Nearly dying while driving under the influence and being arrested saved my life. I was mandated to do intensive outpatient treatment and found helping people with substance use disorder (SUD) is my passion! Learning to reach out when I'm struggling is the best way I helped myself start recovery and even now. Today, I am now the Director of Operations at Kootenai Recovery Community Center and a CPRC (Certified Peer Recovery Coach). I am grateful for my life in recovery.

The estimated cost of substance use in the United States, including lost productivity, health, and crime related costs, exceed **\$600** billion annually.



2021: PHD hosts first First Responder Symposium. A virtual day long conference for public safety to improve their SUD response.

2021: ODMAP is live in Benewah and Kootenai counties. Staff are active participants of CIT and SPAN leading overdose prevention and response work.

2021: In partnership with the R1BHB, the Call Me campaign is launched. Including messaging and education to reduce stigma and promote recovery.

2022: PHD will continue their partnership with public safety agencies by conducting an opioid overdose prevention and resource assessment to facilitate future trainings.

2022: Substance Use Summit. A virtual conference to advance local best practices for clinical care. Four tracks for healthcare professionals will be offered.

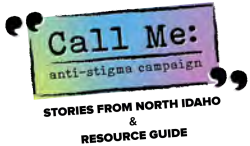
2017: The North Idaho Community Health Assessment identifies substance use disorder as a top health priority of the five counties.

2018: PHD hosts first North Idaho Rx Opioid Solution Symposium regional community professional conference.

2019: PHD is awarded \$200k in HRSA- Rural Communities Opioid Response Project Planning Funding for one year.

2019: PHD hosts second North Idaho Rx Opioid Solution Symposium. Providers, professionals, and the public are engaged in targeted sessions.

2020: PHD is awarded \$1M in HRSA- Rural Communities Opioid Response Project Implementation Funding over three years. (2020-2023)



**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 following<sup>1</sup>:

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.

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<sup>1</sup> 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.

**Exhibit A**  
**Approved Opioid Abatement Strategies**

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.

**Exhibit A**  
**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.

<b>PART TWO: PREVENTION</b>
-----------------------------

**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:

**Exhibit A**  
**Approved Opioid Abatement Strategies**

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

**Exhibit A**  
**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.

**Exhibit A**  
**Approved Opioid Abatement Strategies**

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.

<b>PART THREE: OTHER STRATEGIES</b>
-------------------------------------

**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-

**Exhibit A**  
**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**

<b>Local Government</b>	<b>Percentage of Local Government Share</b>
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%

<b>Local Government</b>	<b>Percentage of Local Government Share</b>
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**

<b>Health District</b>	<b>Percentage of Health District Share</b>
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  
STAFF REPORT**

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

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**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 5<sup>th</sup> day of Aril, 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."

### W I T N E S S E T H:

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 4<sup>th</sup> 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

Exhibit "A"

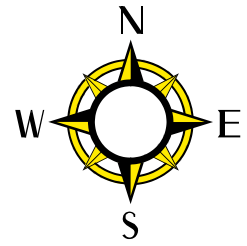
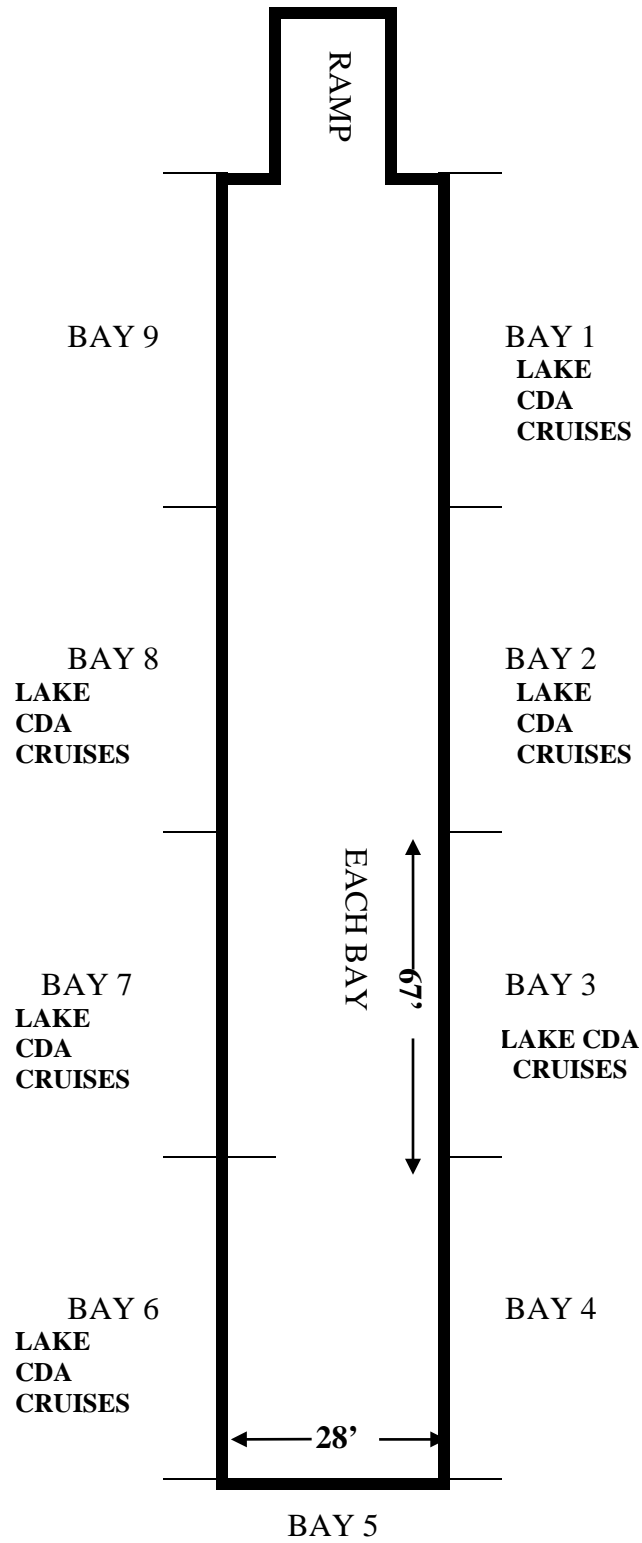
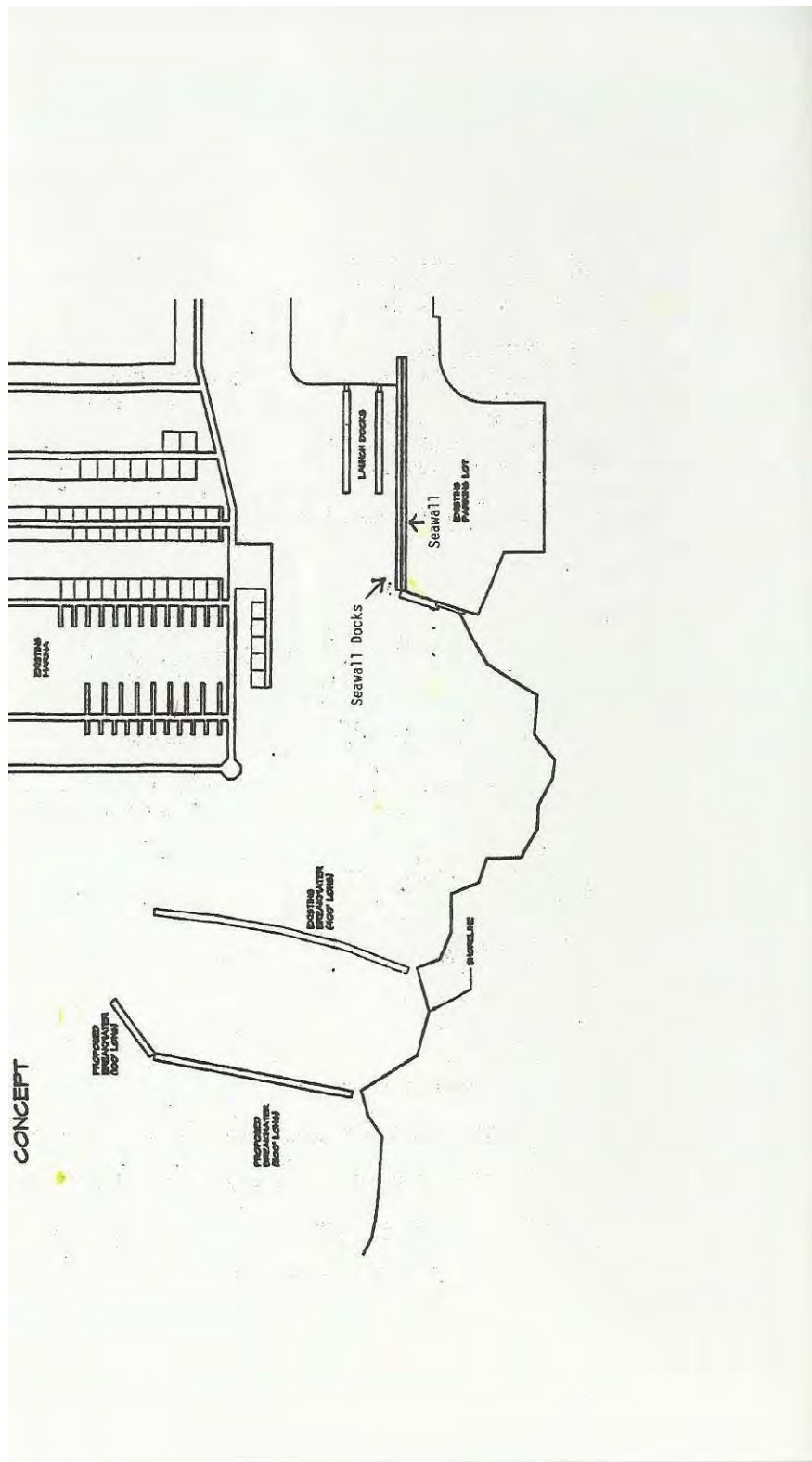


Exhibit "B"



**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

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**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

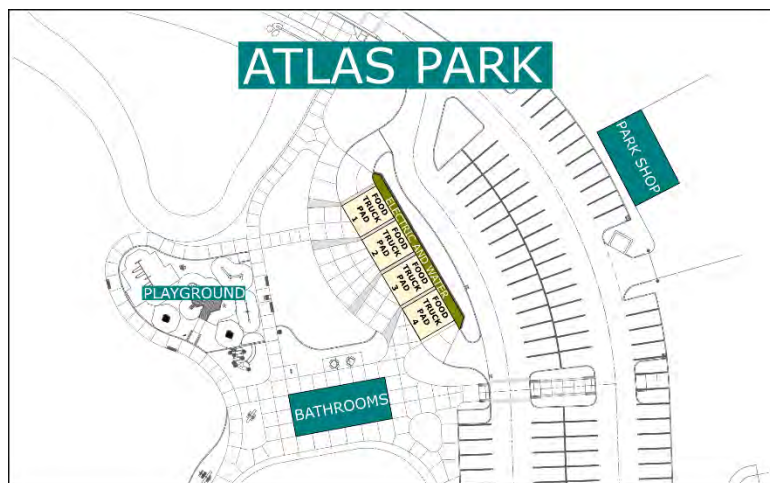
### REQUEST FOR PROPOSALS

#### 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 are recommended to not start before 10 a.m. or end later than 7 p.m. 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. 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

OTHER BUSINESS

**GENERAL SERVICES/PUBLIC WORKS  
STAFF REPORT**

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

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**DECISION POINT:**

Staff 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 3<sup>rd</sup> 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:**

Staff 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 3<sup>rd</sup> 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 April 18<sup>th</sup>, 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".

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    )**

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**County of Kootenai)**

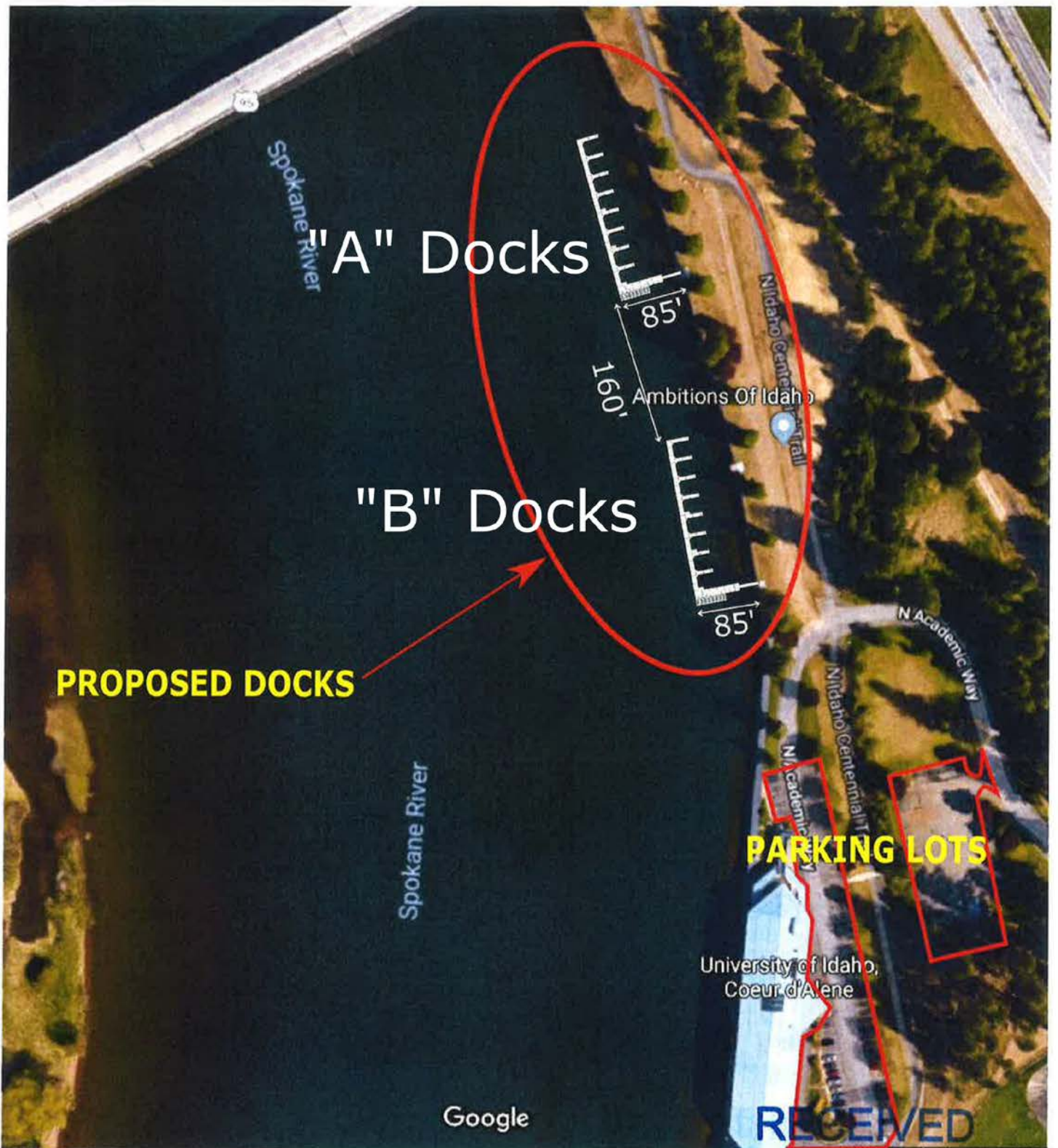
\_\_\_\_\_, being first duly sworn, on oath says:

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



JAN 07 2021

Idaho Dept. of Lands  
Mica Supervisory Area

## PUBLIC HEARINGS

## **CITY COUNCIL MEETING STAFF REPORT**

**DATE:** April 5, 2022

**FROM:** Dennis J. Grant, Engineering Project Manager

**SUBJECT:** V-22-01, Vacation of a six-foot (6') strip of right-of-way adjoining the westerly boundary line of Lot 5 and the South half of Lot 4, Block 12 of the Kaesmeyer Addition plat

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### **DECISION POINT:**

The applicants, Paul and Susan Petroff, are requesting the vacation of a six-foot (6') strip of right-of-way adjoining the westerly boundary line of Lot 5 and the South half of Lot 4, Block 12 of the Kaesmeyer Addition plat (514 S. 18<sup>th</sup> Street).

### **HISTORY:**

The requested right-of-way was originally dedicated to the Public in 1907.

### **FINANCIAL ANALYSIS:**

The vacation of the requested right-of-way would not have any financial impact on the City and would add approximately 360 square feet to the County tax roll. Although a minor amount, it would be a benefit to the municipality as tax revenue and to the land owner whose lot adjoins the strip of usable property.

### **PERFORMANCE ANALYSIS:**

This portion of 18<sup>th</sup> Street has an eighty-foot (80') right-of-way. By vacating the requested six-foot (6') strip of right-of-way, it would be more consistent with the right-of-way of a street south of Sherman Avenue. The right-of-way can be incorporated into the development of the adjoining property. All utilities are existing and in place, and there is no foreseeable use for this right-of-way. The Development Review Team was informed about this vacation.

### **RECOMMENDATION:**

City Council should approve the vacation action per Idaho Code Section 50-1306 and to vacate the property to the applicants, Paul and Susan Petroff.



419

1803

419

E Young Ave

502

506

1812

1814

505

1722

1724

1720

S 18th St

510

Proposed Vacation

509

515

514

518

602

509

513

515

601

E 19th St

S 19th St

ORDINANCE NO. \_\_\_\_  
COUNCIL BILL NO. 22-1003

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, VACATING A PORTION OF THE 18<sup>TH</sup> STREET RIGHT-OF-WAY LOCATED IN THE KAESMEYER ADDITION, RECORDED IN BOOK B OF PLATS AT PAGE 129, RECORDS OF KOOTENAI COUNTY, COEUR D'ALENE, IDAHO, GENERALLY DESCRIBED AS THAT SIX-FOOT (6') WIDE STRIP OF LAND ADJOINING THE WESTERLY BOUNDARY OF LOT 5 AND THE SOUTH HALF OF LOT 4, BLOCK 12 OF SAID PLAT; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after public hearing, the City Council finds it to be in the best interests of the City of Coeur d'Alene and the citizens thereof that said portion of right-of-way be vacated.

NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Coeur d'Alene:

SECTION 1. That the following described property, to wit:

Legal Description and Drawing, attached as Exhibits "A" & "B"

be and the same is hereby vacated.

SECTION 2. That said vacated right-of-way shall revert to the adjoining property owner to the east.

SECTION 3. That the existing right-of-way, easements, and franchise rights of any lot owners, public utility, or the City of Coeur d'Alene shall not be impaired by this vacation, as provided by law, and that the adjoining property owner shall in no manner place any obstruction over any public utilities.

SECTION 4. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 5. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an ordinance of the City of Coeur d'Alene at a regular session of the City Council on April 5, 2022.

APPROVED by the Mayor this 5<sup>th</sup> day of April, 2022.

\_\_\_\_\_  
Jim Hammond, Mayor

ATTEST:

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

SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_  
V-22-01, KAESMEYER ADDITION RIGHT-OF-WAY VACATION

The City of Coeur d'Alene, Idaho hereby gives notice of the adoption of Coeur d'Alene Ordinance No. \_\_\_\_, vacating a portion of 18<sup>th</sup> Street right-of-way located in the Kaesmeyer Addition.

Such right-of-way is more particularly described as follows:

Legal Description and Drawing, Exhibits "A" & "B", are on file in the City Clerk's office.

The ordinance further provides that the ordinance shall be effective upon publication of this summary. The full text of the summarized Ordinance No. \_\_\_\_ is available at Coeur d'Alene City Hall, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814 in the office of the City Clerk.

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

# STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. \_\_\_\_, V-22-01, Kaesmeyer Addition right-of-way vacation, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 5<sup>th</sup> day of April, 2022.

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Randall R. Adams, City Attorney



# EXHIBIT 'A'

**MECKEL ENGINEERING & SURVEYING**  
7600 N. Government Way, Suite 3  
Dalton Gardens, ID 83815  
Office 208-667-4638 • Fax 208-664-3347  
[www.meckel.com](http://www.meckel.com)



February 22, 2022

Sec 19, T50N, R3W

## **18<sup>TH</sup> STREET 6 FEET WIDE RIGHT OF WAY VACATION LEGAL DESCRIPTION**

A strip of land 6 feet in width for 18<sup>th</sup> Street Right of Way Vacation purposes being a 6 feet wide strip of 18<sup>th</sup> Street adjoining Lot 5 and the South half of Lot 4, Block 12 Kaesmeyer Addition to Coeur d'Alene, according to the official Plat recorded in Book B at Page 129, situated in the Northwest Quarter of the Northwest Quarter of Section 19, Township 50 North, Range 3 West, Boise Meridian, City of Coeur d'Alene, Kootenai County, Idaho, more particularly described as follows:

Beginning at the Southwest corner of said Lot 5, Block 12, monumented with an existing iron rod, 5/8 inch diameter with a plastic cap marked PLS 6374, from which the Southeast corner of said Lot 5, bears, South 89°58'54" East, a distance of 109.98 feet, as shown on Record of Survey recorded in Book 31 at Page 735;

thence North 00°06'38" West, along the West line of said Lot 5 and the South half of Lot 4 which is also the East right of way line of said 18<sup>th</sup> Street, a distance of 60.07 feet to an existing iron rod, 5/8 inch diameter with a plastic cap marked PLS 6374 at the Northwest corner of the South half of said Lot 4;

thence leaving the West line of Lot 4 and the East line of 18<sup>th</sup> Street, North 89°58'54" West, a distance of 6.00 feet;

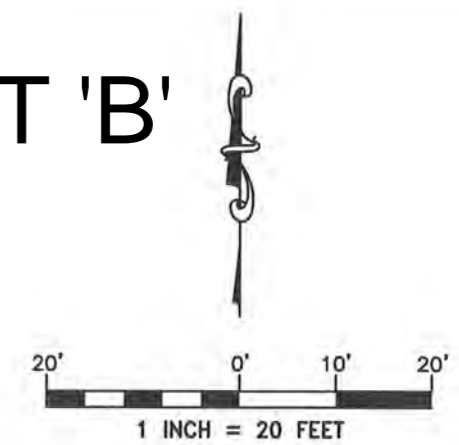
thence South 00°06'38" East, a distance of 60.07 feet;

thence South 89°58'54" East, a distance of 6.00 feet to the Point of Beginning, containing 360 square feet of land, more or less.

### SUBJECT TO:

Any existing rights of way, easements, covenants, conditions, rights, reservations, restrictions, encumbrances or applicable subdivision, building and zoning ordinances and use regulations, of record or in view.

# EXHIBIT 'B'



## LEGEND

- ⊙ FD. AN IRON PIPE, NO CAP, DIAMETER AS NOTED
- FD. AN IRON ROD, 5/8 INCH DIAMETER, WITH A PLASTIC CAP MARKED AS NOTED.
- FD. AN IRON ROD, 1/2 INCH DIAMETER, WITH A PLASTIC CAP MARKED AS NOTED.
- SET AN IRON ROD, 30 INCHES LONG, 5/8 INCH DIAMETER, WITH A PLASTIC CAP MKD. "PLS 6374".
- CALCULATED POINT (NOTHING FOUND OR SET)
- OTHER MONUMENTS AS NOTED
- ⊙ SANITARY SEWER CLEANOUT
- ⊙ SANITARY SEWER MANHOLE

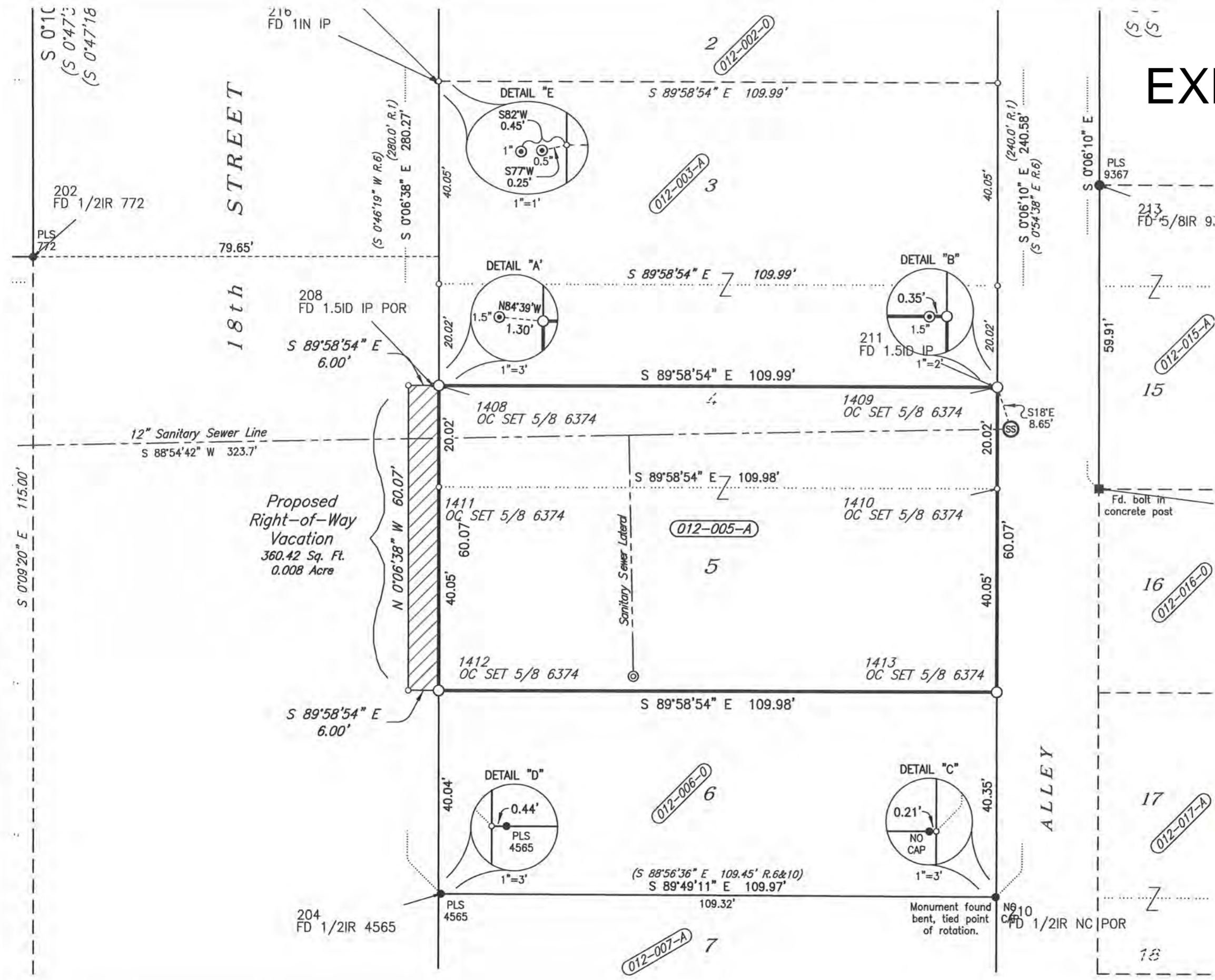
## SURVEY OF RECORD

S. RASOR PLS 6374 MAY 2021 BK. 31, PG. 735

## SURVEYOR'S CERTIFICATE

I, SCOTT M. RASOR, PROFESSIONAL LAND SURVEYOR No. 6374 IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE BY ME OR UNDER MY SUPERVISION FOR PAUL & SUSAN PETROFF.

*Scott M. Rasor* 2/22/22  
SCOTT M. RASOR ~ PLS 6374 DATE



CB 22-1003

V-22-01

SCALE: 1" = 20'	DRAWN BY: CVF	JOB NO.: 20.133
DATE: FEB. 15, 2022	CHECKED BY: SMR	DWG: PET20133EX
REVISED:	CREW: TAB, DEG & EJS	SHEET: 1 OF 1



**MECKEL ENGINEERING & SURVEYING**  
7600 N. GOVERNMENT WAY, COEUR D'ALENE, IDAHO, 83815 (208)667-4638 fax: (208)664-3347

LOT 5 AND THE SOUTH 1/2 OF LOT 4, BLOCK 12, KAESMEYER ADDITION  
LOCATED IN THE NW 1/4 OF SEC. 19, T.50N., R.3W., B.M.,  
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

**RIGHT OF WAY  
VACATION EXHIBIT**