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

VISION STATEMENT

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

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

April 19, 2022

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Pastor Andy McAdams with Multiplication Ministries

C. PLEDGE OF ALLEGIANCE

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

E. PRESENTATION:

1. Proclamation - Dark Sky Week April 22-30, 2022
   Accepted by: Suanne Ellis, International Dark Sky Association Delegate

2. Proclamation – Arbor Day April 29, 2022
   Accepted by Nick Goodwin, Urban Forester

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.)
G. ANNOUNCEMENTS:
1. City Council
2. Mayor

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 April 5, 2022 Council Meeting.
2. Approval of the Minutes from the General Services/Public Works Committee meeting from April 11, 2022.
4. Approval of Bills as Submitted.
6. Setting of Public Hearings for May 17, 2022:
   a. A-3-22 - A +/- 3.2 acre proposed annexation from County Ag Suburban to City R-12; Location: 3511 & 3522 N. 15th; Applicant: 15th Street Investments, LLC.
   b. ZC-1-22 - A proposed zone change from R-12 to R-17; Location: 525 E. McFarland; Applicant: Bethel Baptist Church, Inc.
7. Approval of S-3-19, Atlas Waterfront Second Addition: Final Plat Approval
   As Recommend by the City Engineer
8. Resolution No. 22-016:
   a. Approval of the Transfer of Title to One (1) 2018 Chevrolet Tahoe Police SUV
      As Recommended by the Police Chief
   b. Approval of a Personnel Rule Update to the Classification/Compensation Plan in Regard to the Department Specialist Classification
   c. Approval of the Sick Leave Bank Policy Update
      As Recommended by the Public Works/General Service Committee

I. OTHER BUSINESS:

1. Resolution No. 22-017- Approval of the Professional Services Agreement with Otocast, LLC, for the Creation and Hosting of an Audio Guide Mobile App.

   Staff Report by: Stephanie Padilla, City Accountant

J. ADJOURNMENT
MEMBERS OF THE CITY COUNCIL:
Jim Hammond, Mayor
Council Members McEvers, English, Evans, Gookin, Miller, Wood
PROCLAMATION

WHEREAS, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, lower our heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees wherever they are planted, are a source of joy and spiritual renewal; and

NOW, THEREFORE, I James Hammond, Mayor of the City of Coeur d'Alene, Idaho, do hereby proclaim April 29th, 2022 as

“ARBOR DAY”

And I urge all citizens to join in the celebration of Arbor Day on Friday April 29th, 2022 and to support efforts to protect our trees and woodlands, and

Further I urge all citizens to plant and care for trees to gladden the heart and promote the well-being of this and future generations

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this 19th day of April, 2022.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk
PROCLAMATION

WHEREAS, the aesthetic beauty and wonder of a natural night sky is a shared heritage of all humankind; and the experience of standing beneath a starry night sky inspires feelings of wonder and awe, and encourages a growing interest in science and nature, especially among young people and out-of-area visitors within the local communities; and

WHEREAS, light pollution has scientifically-established economic and environmental consequences, which result in significant impacts to the ecology and human health of all communities; and

WHEREAS, light pollution represents a waste of natural resources amounting to roughly $3 billion per year of wasted energy in the United States and contributes to diminished energy security; and

WHEREAS, Idaho is home to dozens of nocturnal wildlife species- including the great gray owl and the flammulated owl, both of which are listed as sensitive species by the United States Forest Service - and those species rely on undisturbed night environments to hunt, mate, and thrive; and

WHEREAS, the International Dark-Sky Association, headquartered in Tuscon, Arizona has created International Dark-Sky Week to raise awareness of light pollution, and to encourage the protection of and enjoyment of dark skies and responsible outdoor lighting

NOW, THEREFORE, I James Hammond, Mayor of the City of Coeur d’Alene, Idaho, do hereby proclaim the week of April 22nd through April 30th, 2022 as

“INTERNATIONAL DARK-SKY WEEK”

In Coeur d’Alene, Idaho, I ask each resident to join me, not only in observing and pondering upon this important week, but also in raising awareness and support for protecting our precious dark skies resources.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d’Alene to be affixed this April 19th, 2022.

James Hammond, Mayor

ATTEST:

Rénata McLeod, City Clerk
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 April 5, 2022 at 6:00 p.m., there being present upon roll call the following members:

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

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

INVOCATION: Pastor Aaron Richner with The Cause (CDA) Church provided the invocation.

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

PROCLAMATION OF APRIL 2022 AS FAIR HOUSING MONTH. Mayor Hammond proclaimed April 2022 as Fair Housing month with Lindsay Allen, Board President, CDA Association of Realtors accepting the Proclamation. Ms. Allen expressed appreciation to the City for its support and acknowledgement of Fair Housing Month, noting the importance of fair housing to the community.

PROCLAMATION OF THE WEEK OF THE YOUNG CHILD APRIL 2-8, 2022. Mayor Hammond proclaimed the week of April 2-8, 2022 as the Week of the Young Child, with Tonya Sears, President-elect, and Denise Ohrt, North Idaho Chapter Representative of Idaho Association for the Education of Young Children accepting the proclamation. They noted that they work closely with the local school districts and school plus groups and noted the need to appreciate teachers.

PUBLIC COMMENTS:

Dwight McCain, Coeur d’Alene, spoke in opposition of the docks at Harbor Center. He noted that there were docks there when it was a restaurant. He expressed concern that if the docks are not manned constantly, swimmers and sunbathers will use it. He recommended that the docks be built at the park area.
Jim Stafford, Coeur d’Alene, noted that he was the President of the Spokane River Association and founding member of River Friends 2019, the two (2) groups representing over 200 people that live along the river. He noted that the river is an average of 18’ deep and 200’ wide and that the traffic has tripled over the years and the owners are continually adding more docks. He believes the safety issues are large and is concerned about property damage. The commercial docks would increase the traffic and he does not believe it is worth the small amount of revenue to the City. He suggested a study of what is going on with the river before the City finalizes their decision.

Ali Shute, Post Falls, noted that she is the Executive Director of the Arts and Cultural Alliance and has served on the Coeur d’Alene Arts Commission over the past six years. She is in support of the Arts Commission member appointments. She noted that Katie Linder served on the Arts and Cultural Alliance board, is a long-time resident and an accomplished graphic design artist. Abby Light grew up in Coeur d’Alene, attended high school here, and received a Bachelor Degree of Fine Art from the University of Idaho. She noted several accomplishments and felt her experience would make her a valuable member of the Arts Commission.

Linda Wolovich, Coeur d’Alene, spoke in opposition of the dock request for proposals, noting her concern about the traffic over the Centennial Trail, the congestion at the dead-end street, and jet skis in the area along the swim area at North Idaho College (NIC). She does not think it is worth the $30,000 revenue.

Seth King, Coeur d’Alene, stated that he is the CEO of Hayden Lake Paddle Board and Jet Skis and sees what happens with the rental companies at the 3rd Street boat launch. He is in support of the dock project, noting the proposed new docks are within a no wake zone. He noted that there are many people swimming off Tubbs Hill where large boats are launching and is the dangerous area for increased traffic. He noted that the rental agencies are launching boats every day at 9:00 a.m. at the 3rd Street boat launch. Additionally, the proposed new dock location would not be encouraging for swimmers and there would not be a conflict with the trail, as the parking would be above the trail with people crossing on foot. He believes this proposal is a great vision.

Linda Putz, Hayden, concerned about the intention of approving Abby Light to the Arts Commission as her art is a concern and doesn’t reflect local family values which should be reflected on the Arts Commission.

Cathy Hoekendorf, Coeur d’Alene, spoke in opposition of the appointment of Abby Light as she does not represent a family friendly community.

Guy Cochran, Coeur d’Alene, has done security in downtown and wants to help in the community in any way and wanted the City to know he is available.

**MAYOR AND COUNCIL ANNOUNCEMENTS:**

Councilmember Wood noted that over the past few meetings she has listened to public comments that she believes has been a personal attack and denigrating toward a private citizen. She wanted
to clarify that she is denouncing that behavior and those comments as this citizen is stepping up and trying to volunteer for a commission.

Councilmember McEvers noted that it is compost give-away month. Wastewater Director Mike Anderson noted that the annual event, in which they give away free compost for residential use, will be held April 23-24, 2022. It is always a popular event, and he reminded citizens to bring their own shovels as it is a self-serve event.

Councilmember Miller noted the Library outreach team is working with Nexa to conduct weekly stem activities from noon to 3:00 p.m. at the school for all age groups. The Regional Housing Growth Issues Partnership group continues to do presentations to other municipalities and civic groups throughout the region. The website includes a weekly news update [www.RHGIP.com](http://www.RHGIP.com). This week they launched the Homeshare Kootenai County project, using a national template to match homeowners with renters and they continue to look for wins with local developers.

Mayor Hammond requested the confirmation of the following 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.

**MOTION**: Motion by Evans, seconded by English, to appoint 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. **Motion carried.**

**CONSENT CALENDAR**: Motion by Gookin, second by Evans, to approve the consent calendar.

- Approval of Council Minutes for the March 15, 2022, Council Meeting.
- Approval of the Minutes from the General Services/Public Works Committee meeting from March 21, 2022.
- Approval of Bills as Submitted.
- Setting of General Services/Public Works Committee meeting for Monday, April 11, 2022, at 12:00 noon.
- Approval of a Cemetery Lot Repurchase: Philip Eckhardt, Section A, Block 43, lots 11 and 12, Forest Cemetery.
- Approval of Final Plat: SS-22-02c, Kunkel’s Corner.
- **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.

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

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: Parks and Recreation Director Bill Greenwood explained the Request for Proposals (RFP) to solicit interested businesses for proposals to build two (2) 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 that he wanted to provide a recreational opportunity for the have nots and these docks would provide an opportunity to lessen the impact at the 3rd Street Boat Launch. In his staff report he noted that the 3rd Street Boat Launch is one of the busiest boat launches in Idaho, and is extremely crowded with members of the public and water sport rental companies. He noted that this area is within the Bureau of Land Management Master Plan, which specifically noted the docks in this location. 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 (2) separate water-based recreation businesses on the Spokane River. The proposal includes that 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 five (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.

DISCUSSION: Councilmember McEvers asked if the Wastewater Treatment Plant would have any effect on the use in that area. Mr. Greenwood noted that he talked to the Wastewater Director and the water meets national clean standards, so there is no effect. Councilmember Wood asked about some of the public comments, such as the concern for the docks being used by the public when the business is not there. Mr. Greenwood noted that he would talk with the businesses about safety protocols that would be in place, and assumed they would have some sort
of locking mechanisms. Councilmember Wood felt that should be incorporated into the RFP, and that the traffic on the river is a concern and assumes with the dock being at the mouth of the river the rentals would be headed to the lake. Mr. Greenwood noted that they could suggest to the vendor that the customer go to the lake and avoid the river, but can’t mandate it. He noted that he has received many comments about how busy the 3rd Street Docks have been, so the rental companies that are using the public launch would be the one that would bid for this project and use the new location. Mayor Hammond asked if the docks would be modeled after what was there in the past. Mr. Greenwood noted that the application approved by the Department of Lands includes an A and B dock allowing two (2) separate businesses to bid the project, so the proposals would have to align with the permit. Mayor Hammond clarified that the request is to seek proposals via formal RFP and then the proposal would come forward to the Council. Councilmember English noted that he believes rental options are nice and is not in favor of denying people from going down the river. Councilmember Evans asked how staff came up with the $30,000 lease amount. Mr. Greenwood noted that the minimum bid is $15,000 per dock (similar to the 11th Street dock costs), although he suspects it will come in higher than that, and at the five-year mark the lease would double. These funds would go into the Parks Capital Improvement Fund. Councilmember Miller asked if there was a plan for how to keep the congestion down at the 3rd Street Dock, as a new company could come in. Mr. Greenwood noted that could happen and there isn’t a good method to prohibit the activity. Mayor Hammond noted he previously lived on the river and lots of boats were launched at Post Falls and came back through at night, so this could alleviate that traffic. Councilmember Miller asked for staff to continue to look for ways to not add further congestion at 3rd Street once the docks are in place.

MOTION: Motion by English, seconded by McEvers, to Approve 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.

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


STAFF REPORT: Engineering Project Manager Dennis Grant noted that the applicants, Paul and Susan Petroff, were 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. 18th Street). The requested right-of-way was originally dedicated to the Public in 1907. This portion of 18th 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. Although minor, this vacation would add 360 square feet to county tax rolls. Mr. Grant noted that he sent out 44 certified mailings with one (1) response received in favor of the request.
PUBLIC COMMENTS: Mayor Hammond called for public comments, with the following being heard:

Nathan Norman, Coeur d’Alene, noted that he owns two (2) properties in the area. He was originally against the request and now believes that he understands the request and will be also requesting the vacation of abutting parcels to keep it unified and others on the block may come in for a vacation of 10’ not 6’.

Paul Petroff, applicant, noted that they could have requested 10’ but they felt that 6’ was enough, as it would give better access from the alley.

DISCUSSION: Councilmember English asked if there was something recently proposed in this area. Mr. Grant noted that two (2) other parcels had vacations last year. Councilmember McEvers asked if there were alleys. Mr. Grant noted that the owner wanted a larger turning radius for alley access. Councilmember Gookin asked if sidewalks will be required with Mr. Petroff noting he does not believe so. Councilmember Gookin noted that the 80-foot right-of-way for a street seems extreme, noting that people often think their property goes all the way to the street, but it doesn’t due to the right-of-way. This request makes sense to him. Councilmember McEvers noted that the 80’ was intended for horse and buggies.

COUNCIL BILL NO. 22-1003

AN ORDINANCE OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO, VACATING A PORTION OF THE 18TH 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.

MOTION: Motion by McEvers, seconded by Evans, to dispense with the rule and read Council Bill No. 22-1003 once by title only.

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

MOTION: Motion by McEvers, seconded by Evans, to adopt Council Bill No. 22-1003.

ROLL CALL: Gookin Aye; English Aye; Wood Aye; Evans Aye; Miller Aye; McEvers Aye. Motion carried.
ADJOURNMENT: Motion by McEvers, seconded by Miller that there being no other business this meeting be adjourned. Motion carried.

The meeting adjourned at 6:58 p.m.

_____________________________
ATTEST:                          James Hammond, Mayor

__________________________
Renata McLeod, CMC
City Clerk
Item 1. Request Approval of a Personnel Rule Update to the Classification/Compensation Plan in Regard to the Department Specialist Classification.

MOTION: by Wood, seconded by Evans, to recommend that Council approve the Personnel Rule update to the Classification/Compensation Plan in regard to the Department Specialist Classification. Motion Carried.

Item 2. Request Approval of the Sick Leave Bank Policy Update.

MOTION: by Wood, seconded by Evans, to recommend that Council approve the Sick Leave Bank Policy Update. Motion Carried.

The majority of the policy amendments are housekeeping changes and provide clarity to outdated language. As a result, the substance of the policy will remain the same. However, the more detailed amendments that add and/or change the current process are:
• Section 2. Administration: Amends “Sick Leave Council” to “Sick Leave Committee.” Better defines who the volunteer members are and how they are appointed. Removes term limits for committee members with exception of the chair. Adds HR Director for policy amendments.
• F. Maximum Capacity: Deletes maximum capacity language; bank should be accessible equally to all benefitted employees.
• G. Special Assessment: Deletes all special assessment language; the committee shall work with hours available.
• Section 11. Employee Privacy: Adds language to ensure committee members are following privacy rules specific to confidential medical information being discussed. Documentation shall remain in employee’s personnel file in HR.

Mrs. Tosi said the proposed amendments have been reviewed by the Sick Leave Council which represent each of the three bargaining groups, as well as a City Council member.

MOTION: by Wood, seconded by Evans, to recommend that Council approve the Sick Leave Bank Policy amendments. Motion Carried.

Item 3. Request Approval of the Professional Services Agreement with Otocast, LLC, for the Creation and Hosting of an Audio Guide Mobile App.

(Agenda Item)

Stephanie Padilla, Accountant and Arts Commission Liaison, is requesting Council approve a Professional Services Agreement with Otocast, LLC, for the creation and hosting of an Audio Guide Mobile App in the amount of $5,000, plus annual maintenance fees as agreed. Mrs. Padilla explained in her staff report that in December 2021, the City of Coeur d’Alene Arts Commission received a proposal to develop an Otocast audio guide for the City’s public art collection. Otocast is a mobile app which is designed to be used with self-guided tours. The app is available for Android or Apple devices, and contains a variety of GPS based points of interests. At each point of interest, the guide provides an audio and text narrative, photos, and a web link. The public art collection includes approximately 90 points of interest which would be included in the guide. The Arts Commission approved the purchase of an Audio Guide Mobile App from Otocast LLC, at its meeting held on February 22, 2022. The cost of initial setup of the Audio Guide is Five-thousand dollars ($5,000.00), which includes up to 90 points of interest. After the first year, there is a maintenance fee of Twenty-eight dollars ($28.00) per point of interest which equals approximately Two-thousand, Five hundred Twenty dollars ($2,520.00) annually. New points of interest may be added after initial setup and would be subject to a fee of Fifty-six dollars ($56.00). Thereafter, each new point of interest would be subject to the annual maintenance fee. Funding for this project will come from the Public Art Fund – Lake District URD. Ignite cda annually provides a percentage of its budget to the City for public art within the Urban Renewal Districts.

MOTION: by Wood, seconded by Evans, to recommend that Council approve a Professional Services Agreement with Otocast, LLC, for the creation and hosting of the Coeur d’Alene Arts Commission Audio Guide Mobile App. Motion Carried.

The meeting adjourned at 12:20 p.m.

Respectfully submitted,
Juanita Knight
Recording Secretary
CITY OF COEUR D'ALENE  
Treasury's Report of Cash and Investment Transactions

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

Vonnie Jensen, Comptroller, City of Coeur d'Alene, Idaho
<table>
<thead>
<tr>
<th>FUNDOR DEPARTMENT</th>
<th>TYPEOF EXPENDITURE</th>
<th>TOTAL BUDGETED</th>
<th>SPENT THRU 3/31/2022</th>
<th>PERCENT EXPENDED</th>
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<tbody>
<tr>
<td>Mayor/Council</td>
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<td>Building Maintenance</td>
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<tr>
<td></td>
<td>Capital Outlay</td>
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<td></td>
<td></td>
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<tr>
<td>General Government</td>
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<td>Capital Outlay</td>
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<td>Police Grants</td>
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<tr>
<td></td>
<td>Capital Outlay</td>
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<td></td>
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<tr>
<td>CdA Drug Task Force</td>
<td>Services/Supplies</td>
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<td>1,560</td>
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<td>Capital Outlay</td>
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<tr>
<td>Streets</td>
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<tr>
<td>Parks</td>
<td>Personnel Services</td>
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<td>698,100</td>
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<tr>
<td></td>
<td>Capital Outlay</td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>
### CITY OF COEUR D'ALENE
### BUDGET STATUS REPORT
### SIX MONTHS ENDED
### March 31, 2022

<table>
<thead>
<tr>
<th>FUND OR DEPARTMENT</th>
<th>TYPE OF EXPENDITURE</th>
<th>TOTAL BUDGETED</th>
<th>SPENT THRU 3/31/2022</th>
<th>PERCENT EXPENDED</th>
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</thead>
<tbody>
<tr>
<td>Recreation</td>
<td>Personnel Services</td>
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<td>275,288</td>
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<td>Building Inspection</td>
<td>Personnel Services</td>
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<td><strong>Total General Fund</strong></td>
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<td>Personnel Services</td>
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<td>674,068</td>
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<td>Services/Supplies</td>
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<td>Capital Outlay</td>
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<td>56,797</td>
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<td>CDBG</td>
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<td><strong>Total</strong></td>
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## CITY OF COEUR D'ALENE
### BUDGET STATUS REPORT
#### SIX MONTHS ENDED
March 31, 2022

<table>
<thead>
<tr>
<th>FUND OR DEPARTMENT</th>
<th>TYPE OF EXPENDITURE</th>
<th>TOTAL BUDGETED</th>
<th>SPENT THRU 3/31/2022</th>
<th>PERCENT EXPENDED</th>
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</thead>
<tbody>
<tr>
<td>LaCrosse Ave / NW Blvd</td>
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<td>Seltice Way Sidewalks</td>
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<td>15th Street</td>
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<td>Atlas Waterfront Project</td>
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<td>NW Blvd Traffic Signals</td>
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<td>Wastewater</td>
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<tr>
<td></td>
<td>Services/Supplies</td>
<td>1,001,862</td>
<td>183,452</td>
<td>18%</td>
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<td>Kootenai County Solid Waste</td>
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<tr>
<td>Police Retirement</td>
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<td>192,235</td>
<td>95,511</td>
<td>50%</td>
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<td>Business Improvement District</td>
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<td>3,978</td>
<td>50%</td>
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<td>Homeless Trust Fund</td>
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<tr>
<td>Total Fiduciary Funds</td>
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<td>$109,700,500</td>
<td>$35,926,091</td>
<td>33%</td>
</tr>
</tbody>
</table>

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

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

## Cash and Investments

3/31/2022

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<thead>
<tr>
<th>Description</th>
<th>City's Balance</th>
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<tbody>
<tr>
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<td>Checking Account</td>
<td>4,781,819</td>
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<tr>
<td>Checking Account</td>
<td>72,772</td>
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<tr>
<td>Checking Account</td>
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<td><strong>Total</strong></td>
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I HEREBY SWEAR UNDER OATH THAT THE AMOUNTS REPORTED ABOVE ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Vonnie Jensen, Comptroller, City of Coeur d'Alene, Idaho
DATE: APRIL 12, 2022
TO: MAYOR AND CITY COUNCIL
FROM: PLANNING DEPARTMENT
RE: SETTING OF PUBLIC HEARING DATE: MAY 17, 2022

Mayor Hammond,

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

<table>
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<tr>
<th>ITEM NO.</th>
<th>REQUEST</th>
<th>COMMISSION ACTION</th>
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<tbody>
<tr>
<td>A-3-22</td>
<td>Applicant: 15th Street Investments, LLC. Location: 3511 &amp; 3522 N. 15th Request: A +/- 3.2 acre proposed annexation from County Ag Suburban to City R-12</td>
<td>Recommended approval</td>
</tr>
<tr>
<td>ZC-1-22</td>
<td>Applicant: Bethel Baptist Church, Inc Location: 525 E. McFarland Request: A proposed zone change from R-12 to R-17</td>
<td>Recommended approval</td>
</tr>
</tbody>
</table>

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **May 17, 2022.**
DATE: April 19, 2022
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: S-3-19, Atlas Waterfront Second Addition: Final Plat Approval

DECISION POINT

Staff is requesting the following:

Approval of the final plat document, a one hundred forty-eight (148) lot, ten (10) tract commercial development.

HISTORY

a. Applicant: Scott Hoskins, Chairman of the Board
   Coeur d’Alene Urban Renewal Agency
   A/K/A Lake City Development Corporation
   105 N. 1st Street
   Coeur d’Alene, Idaho 83814

   Jim Hammond, Mayor
   City of Coeur d’Alene
   710 E. Mullan Avenue
   Coeur d’Alene, Idaho 83814

b. Location: 3074 W. Seltice Way, immediately south of Seltice Way and West of the
   Centennial Trail and north of the Spokane River, also, known as the Atlas Mill Site.

c. Previous Action:


PERFORMANCE ANALYSIS

This commercial development is located in Government Lots 1,2,3,4 and the NE ¼ of Section 10, Township 50 North, Range 4 West in Coeur d’Alene. The Certificate of Occupancy will not be allowed until all infrastructure installation has been completed, and, the improvements accepted by the city.

DECISION POINT RECOMMENDATION

Approval of the final plat document.
ATLAS WATERFRONT SECOND ADDITION
A REPLAT OF BLOCKS 5, 8, 10, 11, 12 AND TRACT 1 OF ATLAS WATERFRONT FIRST ADDITION
LOCATED IN GOV'T LOTS 1, 2, 3, 4 AND THE NORTH-EAST QUARTER OF SECTION 10, TOWNSHIP 50 NORTH,
RANGE 4 WEST, BOISE MDLM, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

NOTES:
1. SEE LINE AND CURVE TABLES ON SHEET 3 & 4.
ATLAS WATERFRONT SECOND ADDITION

A PLAT OF BLOCKS 5, A, 9, 10, 11, AND TRACT 1 OF ATLAS WATERFRONT FIRST ADDITION

LOCATED IN GOVT LOTS 1, 2, 3, AND THE NORTH-EAST QUARTER OF SECTION 10, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO.
# ATLAS WATERFRONT SECOND ADDITION

A REPLAT OF BLOCKS 5, 6, 9, 10, 11, 15 AND TRACT 1 OF ATLAS WATERFRONT FIRST ADDITION, LOCATED IN GOVT LOTS 1, 2, 3, 4 AND THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO.

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<td>90°</td>
<td>64.84</td>
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</table>
ATLAS WATERFRONT SECOND ADDITION
A Replat of Blocks 5, 9, 10, 11, 12 and Tract 1 of Atlas Waterfront First Addition
Located in Govt Lots 1, 2, 3, 4 and the North-East Quarter of Section 10, Township 50 North, Range 4 West, Boise Meridian, City of Coeur d'Alene, Kootenai County, Idaho

OWNER'S CERTIFICATE AND DEDICATION

This is to certify that the City of Coeur D'Alene, a municipal corporation of the State of Idaho, Coeur D'Alene Urban renewal Authority A/V/A Lake City Development Corporation and Coeur D'Alene Urban Renewal Agency have executed a Deed of Trust, dated the 1st day of May, 1963, among them, by and between the City of Coeur D'Alene, a municipal corporation of the State of Idaho, Coeur D'Alene Urban Renewal Authority A/V/A Lake City Development Corporation and Coeur D'Alene Urban Renewal Agency, whereby the City of Coeur D'Alene, a municipal corporation of the State of Idaho, Coeur D'Alene Urban Renewal Authority A/V/A Lake City Development Corporation and Coeur D'Alene Urban Renewal Agency granted to said City a tract of land, a copy of which is enclosed, and to which the said City has the right to the said property described as follows:

Beginning at the southeasterly corner of said tract 1, thence along the southeasterly line of said tract 1, north 100 feet to a point 1/2 mile in said southeasterly line, thence along said southeasterly line, north 100 feet to a distance of 1/2 mile to the true point of beginning.

ACKNOWLEDGEMENT

STATE OF IDAHO 1.

On the day of ________, in the year of 2023, before me, a Notary Public, personally appeared Scott Forbush, known to me to be the Chairman of the Board of the City of Coeur D'Alene, Urban Renewal Agency and the City Development Corporation, and who executed the foregoing instrument, and acknowledged that he personally executed the same, and that he duly authorized this instrument to be executed on behalf of the City and the City Development Corporation, and that he duly authorized the same.

ACKNOWLEDGEMENT

STATE OF IDAHO 2.

On the day of ________, in the year of 2023, before me, a Notary Public, personally appeared Scott Forbush, known to me to be the Chairman of the Board of the City of Coeur D'Alene, Urban Renewal Agency and the City Development Corporation, and who executed the foregoing instrument, and acknowledged that he personally executed the same, and that he duly authorized the instrument to be executed on behalf of the City and the City Development Corporation, and that he duly authorized the same.

ACKNOWLEDGEMENT

STATE OF IDAHO 3.

On the day of ________, in the year of 2023, before me, a Notary Public, personally appeared John A. Biever, known to me to be the President of the City of Coeur D'Alene and the City Development Corporation, and who executed the foregoing instrument, and acknowledged that he personally executed the same.

ACKNOWLEDGEMENT

STATE OF IDAHO 4.

On the day of ________, in the year of 2023, before me, a Notary Public, personally appeared John A. Biever, known to me to be the President of the City of Coeur D'Alene and the City Development Corporation, and who executed the foregoing instrument, and acknowledged that he personally executed the same.

STATE OF IDAHO 5.

On the day of ________, in the year of 2023, before me, a Notary Public, personally appeared John A. Biever, known to me to be the President of the City of Coeur D'Alene and the City Development Corporation, and who executed the foregoing instrument, and acknowledged that he personally executed the same.

STATE OF IDAHO 6.

On the day of ________, in the year of 2023, before me, a Notary Public, personally appeared John A. Biever, known to me to be the President of the City of Coeur D'Alene and the City Development Corporation, and who executed the foregoing instrument, and acknowledged that he personally executed the same.

STATE OF IDAHO 7.

On the day of ________, in the year of 2023, before me, a Notary Public, personally appeared John A. Biever, known to me to be the President of the City of Coeur D'Alene and the City Development Corporation, and who executed the foregoing instrument, and acknowledged that he personally executed the same.
RESOLUTION NO. 22-016

A RESOLUTION OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE FOLLOWING: TRANSFER OF TITLE FOR A TOTALED 2018 CHEVROLET TAHOE POLICE SUV TO ICRMP; AMENDMENT TO THE CITY’S CLASSIFICATION/COMPENSATION PLAN REGARDING THE DEPARTMENT SPECIALIST IN THE MUNICIPAL SERVICES DEPARTMENT, RE-LEVELING THE POSITION FROM PAY GRADE 5 TO PAY GRADE 6 AND AMENDING JOB DESCRIPTION; AND AMENDMENTS TO THE CITY’S SICK LEAVE BANK POLICY.

WHEREAS, it has been recommended that the City of Coeur d’Alene take the actions listed below, pursuant to the terms and conditions set forth in the documents attached hereto as Exhibits “A” through “C” and by reference made a part hereof as summarized as follows:

A) Transfer of title for a totaled 2018 Chevrolet Tahoe Police SUV to the City’s insurer, ICRMP;

B) Amendment to the City’s Classification/Compensation Plan regarding the Department Specialist in the Municipal Services Department, re-leveling the position from pay grade 5 to pay grade 6 and amending the job description;

C) Amendments to the City’s Sick Leave Bank Policy; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d’Alene and the citizens thereof to take such actions;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d’Alene that the City take the actions for the subject matter as set forth in substantially the form attached hereto as Exhibits “A” through “C” and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify any documents needed for such actions, so long as the substance of the actions remains intact.

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

DATED this 19th 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 .
DATE: April 11, 2022

FROM: Steve Moran, Police Fleet Manager

SUBJECT: Fleet vehicle crash loss

Decision Point:

The Police Department requests authorization to release ownership of a crashed 2018 Chevrolet Tahoe Police SUV to ICRMP.

History:

This vehicle was purchased new on 03/22/2018 for $40,126.23 from Knudtsen Chevrolet and equipped with an additional $23,151 in police equipment. This vehicle was involved in a crash 12/14/2021. Fleet Damage Report #21F-030. Per ICRMP, the vehicle is determined to be a total loss.

Financial Analysis:

ICRIMP has offered to take ownership of the vehicle and reimburse the City $41,723 for the loss of the vehicle only. Because the damage is limited to the vehicle only, and not the additional police equipment, their offer only includes compensation for the loss of the vehicle itself. Currently, all the additional police equipment has been removed for use on alternate vehicles.

Decision Point:

Staff recommends the City Council authorize the declaration of one 2018 Chevrolet Tahoe assigned to the Police Department a loss and turn ownership over to ICRMP in exchange for the sum of $41,723.

Vehicle in discussion:

2018 Chevrolet Tahoe Police SUV 1GNSKDEC1JR245620 – 35,167 miles
Date: April 11, 2022

To: General Services/Public Works

From: Melissa Tosi; Human Resources Director

Re: Personnel Rule Amendment – Classification and Compensation Plan

Decision Point: Should the City Council approve an amendment to the City’s current Classification and Compensation Plan, specifically the Department Specialist classification?

History: The Department Specialist is currently leveled at a pay grade 5. The recommendation from staff and Ameriben, Human Resource Consulting, is to amend the job description and leveling to a pay grade 6, based on the added duties of the position.

Ameriben reviewed the internal alignment and compared the position to other classifications at both a pay grade 5 and a pay grade 6. Ameriben recommended the position of Department Specialist be changed to a pay grade 6 because of the added duties including preparing routine correspondence letters relating to City Council contracts and agreements, using Microsoft tools to create City communications and newsletters, announcements, slide decks, and processing parking ticket appeals. The duties that were added to the position are more complex, and require more skill, effort, and independent judgment.

As a result, due to the added duties and internal alignment, it is recommended to change the Department Specialist classification to a pay grade 6. If approved, this would be effective immediately. The proposed Personnel Rule amendment was posted a minimum of ten (10) consecutive days before the City Council meeting.

Financial Analysis: The change of leveling from a pay grade 5 to a pay grade 6 results in a 6% increase. The current employee would receive a 6% increase and the position will be amended in the staffing budget. The Municipal Services Department has savings in its overall budget to cover the increased cost in the current fiscal year of $1,072.

→ Current annual base range for Department Specialist (pay grade 5) = $32,406 - $45,593
→ Proposed annual base range for Department Specialist (pay grade 6) = $34,320 - $48,380

Performance Analysis: Authorizing the above noted amendment will provide an updated leveling for the duties and responsibilities needed for the Department Specialist classification.

Recommendation: The City Council should approve the amendment to the City’s Classification and Compensation Plan, specifically the Department Specialist classification.
CLASSIFICATION SUMMARY
A Department Specialist provides administrative, secretarial and clerical duties and may be assigned as a specialist in the services offered by the assigned department. Employees in this class perform a wide range of office support functions using independent judgment in applying existing policies and procedures to complete assignments. This involves knowledge of multiple procedures and program guidelines to make decisions. Employees are often the first point of contact for the Department and respond to mostly routine inquiries and explain department services, policies, procedures and rationale for decisions to customers. Employees typically utilize a variety of computer operations and/or specialized software to complete daily assignments. The classification’s primary duties include providing customer service via telephone or in person, creating, reviewing and processing documents and records, identifying and correcting errors and omissions on documents received from staff, and/or public, performing data entry, maintaining records, making arrangements for meetings, maintaining office inventories, distributing mail, and other related duties. Work is usually performed in or near a front counter or office where customers can easily be accommodated.

ESSENTIAL DUTIES AND RESPONSIBILITIES (illustrative only and may vary by assignment)
- Performs customer service in-person or via telephone; refers calls to others as needed;
- Provides assistant by answering questions or directing customers to appropriate personnel;
- Sorts and distributes in-coming and processes outgoing mail;
- Types reports and distributes electronically or via hard copy;
- Copies, scans and e-mails appropriate documents to requestor or files appropriate forms;
- Takes payments, enters payments into appropriate database and sends to Finance Department;
- Prepares and reviews correspondence for supervisor or other staff;
- Prepares correspondence letters for city council contracts and agreements.
- Processes department documents in accordance with established procedures;
- Creates various department documents for crews or administrative employees
- Prepares the City’s Municipal Milestones newsletter for distribution internally and externally;
- Prepares the monthly calendar for City wide distribution;
- Maintains accurate files and records such as insurance/bond and workers’ compensation files;
- Issues permits, certificates and responds to requests per specific department protocols;
- Opens and sets up files for specific cases or projects; maintains accurate and up to date files;
- Creates and Uploads announcements to Facebook and Twitter;
- Design slides for CDA TV and City Hall lobby; includes weekly calendar schedules, city events, road closures and various department notices
- Create brochures for various departments
• Process parking ticket appeals;
• Reconcile monthly bills for the Finance Department;
• Responds to voice mail messages left on the department’s phone system;
• Assists with special projects as assigned;
• Performs routine data entry and may generate reports;
• May process invoices or pcards;
• Responds to management's, supervisor's, co-workers' and citizens' questions and comments in a courteous, thorough and timely manner;
• Performs time management and scheduling functions, meets deadlines, and sets project priorities;
• Maintains strict confidentiality of all matters;
• Assists other department and City employees as needed or requested.
• Performs all work duties and activities in accordance with City policies, procedures, and safety practices.
• Proficiently operate computers, software programs such as Microsoft Word, Excel, PowerPoint, or similar office software to create documents and other materials, maintain information, and generate reports;
• Work independently and exercise initiative, with general guidance and supervision;
• Maintains and oversees multiple conference room calendars daily.

SECONDARY DUTIES AND RESPONSIBILITIES:
• Provides backup to other administrative staff as needed;
• May make travel arrangements and reconcile travel expenses;
• Performs other duties as assigned.

CLASSIFICATION REQUIREMENTS:
The requirements listed below are representative of the minimum knowledge, skill, and/or ability required for an individual to satisfactorily perform each essential duty satisfactorily and be successful in the position.

Knowledge of:
• Modern office equipment and procedures;
• PC operating systems;
• Basic internet operations;
• Customer service techniques;
• Time management and organizational methods;
• Records and file management including copying, scanning and indexing;
• Basic math and bookkeeping skills.

Skill and Ability to:
• Provide effective and professional customer service;
• Ability to enter computer data quickly and accurately;
• Accurately classify, file, and retrieve materials;
• Operate a computer with demonstrated proficiency using contemporary and related database, word processing, and spreadsheet software applications at an appropriate level for efficient job performance;
• Read and understand complex laws and other written documents;
• Operate 10-key by touch;
• Apply basic math, as well as spelling and grammatical skills;
• Receive, comprehend and follow verbal instructions;
• Display an attitude of cooperation and work harmoniously with all levels of City employees, the general public and other organizations;
• Use English and speak clearly for understanding;
• Listen carefully to, understand, and effectively communicate through verbal, written, and electronic communication channels;
• Perform duties to supervisor’s expectations;
• Follow verbal and written instructions;
• Work independently and exercise initiative, with general guidance and supervision;
• Maintain a professional demeanor at all times;
• Perform a wide variety of duties and responsibilities with accuracy and speed under the pressure of time-sensitive deadlines;
• Demonstrate integrity and ingenuity the performance of assigned tasks and solving problems;
• Perform all duties in accordance with City policies and procedures with regard for personal safety and that of other employees and the public.

ACCEPTABLE EXPERIENCE AND TRAINING:
• High school diploma or GED;
• Prefer one to two (1-2) years’ experience in administrative work, preferably in a governmental setting; or
• An equivalent combination of education and experience that provides the required skills, knowledge and abilities to successfully perform the essential functions of the position may be considered.

PHYSICAL DEMANDS & WORK ENVIRONMENT:
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this classification. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this classification, the employee is frequently required to stand, walk, sit, stoop, kneel, bend, use hands to keyboard or type, handle materials, or manipulate tools used in performing the essential functions of the classification, and reach with hands and arms. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this classification include close vision, distance vision, color vision peripheral vision, depth perception and ability to adjust focus. Sufficient clarity of speech and hearing abilities required by this classification includes those which permit the employee to discern verbal instructions and communicate effectively in person, by telephone. While performing the duties of this classification, the employee works in an office setting where the noise level in the work environment is usually moderate.
Decision Point: Should the City Council approve the amendments to the Sick Leave Bank Policy?

History: The current policy was approved by Council in 1992 and has not since been updated. The purpose of the Sick Leave Bank Policy is to provide employees who are enrolled members an opportunity to request paid hours of leave when they have exhausted all of their own personal leave balances due to a non-work-related illness/disability. Also, this policy, written almost 30 years ago, does not account for the importance of protecting private health information and the necessary records retention.

The majority of the policy amendments are housekeeping changes and provide clarity to outdated language. As a result, the substance of the policy will remain the same (summary of amendments attached). However, below are the more detailed amendments that add and/or change the current process:

- **Section 2. Administration:** Amends “Sick Leave Council” to “Sick Leave Committee.” Better defines who the volunteer members are and how they are appointed. Removes term limits for committee members with exception of the chair. Adds HR Director for policy amendments.

- **F. Maximum Capacity:** Deletes maximum capacity language; bank should be accessible equally to all benefitted employees.

- **G. Special Assessment:** Deletes all special assessment language; the committee shall work with hours available.

- **Section 11. Employee Privacy:** Adds language to ensure committee members are following privacy rules specific to confidential medical information being discussed. Documentation shall remain in employee’s personnel file in HR.

These proposed amendments have been reviewed by the Sick Leave Council which represent each of the three bargaining groups, as well as a City Council member.

Financial Analysis: There are no hard costs associated with the Sick Leave Bank Policy amendments.

Performance Analysis: Authorizing the amendments will provide an updated policy necessary for the Committee to move forward with, and better guide employees on how to utilize the sick leave bank. Additionally, employees can be assured that Human Resources will continue to manage and protect their private medical information.

Recommendation: The City Council should approve the amendments to the Sick Leave Bank Policy.
## PROPOSED CHANGES TO SICK LEAVE BANK POLICY

<table>
<thead>
<tr>
<th>Section 1. Purpose</th>
<th>Punctuation updates.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 2. Administration</td>
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</tr>
<tr>
<td>Section 3. Eligibility for Membership</td>
<td>Clarifies language, but the substance remains the same.</td>
</tr>
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</tr>
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<td>Section 5. Donation</td>
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</tr>
<tr>
<td>F. Maximum Capacity</td>
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</tr>
<tr>
<td>G. Special Assessment</td>
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</tr>
<tr>
<td>Section 6. Maximum Withdrawal from Bank</td>
<td>Clarifies language, but the substance remains the same.</td>
</tr>
<tr>
<td>Section 7. Employee Use of the Sick Leave Bank</td>
<td>Clarifies language, but the substance remains the same.</td>
</tr>
<tr>
<td>Section 8. Applying for Sick Leave Bank Benefits</td>
<td>Clarifies how to apply for benefits and what is needed in the 3 sections of the application process.</td>
</tr>
<tr>
<td>Section 9. Consideration of Benefits</td>
<td>Clarifies language, but the substance remains the same. Adds the HR Directors role in convening the committee.</td>
</tr>
<tr>
<td>Section 10. Maximum Eligibility</td>
<td>Clarifies language, but the substance remains the same.</td>
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<td>--------------------------------</td>
<td>-------------------------------------------------------</td>
</tr>
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</tr>
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</tr>
<tr>
<td>Membership Application</td>
<td>Add to policy</td>
</tr>
</tbody>
</table>
CITY OF COEUR D’ALENE
SICK LEAVE BANK POLICY

Section 1A. PURPOSE

The purpose of the Sick Leave Bank shall be to provide employees who qualify by membership in the Bank with the additional sick leave days needed to recover from a temporary non-occupational illness/disability. The Bank shall not be used as a reserve for time lost due to short term illness/accident of less than ten (10) working days, for time lost due to illness in the family, for bereavement, for occupational illness/disability or for any purpose other than the personal illness of the employee.

Section 2.B. ADMINISTRATION

The Sick Leave Bank shall be governed by the Sick Leave Committee in conformance with the regulations set forth in this policy. The Sick Leave Committee shall be composed of the following six volunteer members who are current employees and current member of the City Council, of the City of Coeur d’Alene:

- 1 Department Head;
- 1 Employee either Exempt or Unrepresented;
- 1 Employee representing Firefighters Local No. 710
- 1 Employee representing Lake City’s Employee Association;
- 1 Employee representing Police Association;
- 1 Councilmember.

The City Administrator will appoint the Department Head and Exempt/Unrepresented employee, the President of each bargaining unit will appoint the employee representing such bargaining unit, and the Council members will be appointed by the City Council. All members will serve as a committee member until a replacement is appointed, as follows:

<table>
<thead>
<tr>
<th>MEMBER</th>
<th>EXPIRATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>One employee</td>
<td>09/30/93</td>
</tr>
<tr>
<td>One employee, One Administrator</td>
<td>09/30/94</td>
</tr>
<tr>
<td>One employee, One Administrator</td>
<td>09/30/95</td>
</tr>
</tbody>
</table>
Mid-term vacancies shall be filled by appointment of the City Council, with members representing each bargaining unit nominated by the President of that bargaining unit, and the appointee shall serve for the remainder of the unexpired term.

The Sick Leave Committee will elect a chairperson from among its members, which chairperson shall serve in that position for three (3) years and may serve consecutive terms.

The Human Resources Director, in consultation with the Sick Leave Committee, shall annually review and/or revise this policy as needed. Any Changes, additions, or deletions to the Sick Leave Bank Policy shall be brought forward by the Human Resources Director and approved by the City Council.

Section 3C. ELIGIBILITY FOR MEMBERSHIP

Membership in the Sick Leave Bank shall be extended to any employee of the City of Coeur d'Alene as follows: who has donated one (1) day of personal sick leave at the formation of the Sick Leave Bank.

Thereafter, membership shall be extended as follows:

a) Membership in the Sick Leave Bank will be extended to new benefitted employees within thirty (30) calendar days after initial employment by the City and upon the donation of one (1) day of sick leave within sixty (60) days of employment.

b) Open enrollment in the Sick Leave Bank will be extended annually to any benefitted employee, who has previously waived enrollment and is currently accruing full benefits, in the month of June each year. Eligibility for Bank benefits will be effective July 1st of that same year.

The enrollment form, a copy of which is attached and incorporated herein, authorizing the transfer of a personal sick leave day to the Bank fund must be signed and returned to the Personnel Human Resources Department in a timely manner before the employee becomes a member of the Sick Leave Bank.

Section 4D. MEMBERSHIP

Employees who donate one (1) day of accumulated personal sick leave to the Sick Leave Bank upon formation of the Bank or during the enrollment period, as specified in Section C, shall be members of the Bank and eligible for its benefits. A list of current Sick Leave Bank members shall be provided when requested by the Personnel Human Resources Department to the Sick Leave Bank Committee and given to the Sick Leave Council on a monthly basis unless no changes have occurred. This list shall be considered the official Membership Role.

Section 5E. DONATION

Donations to the Sick Leave Bank shall conform to the following regulations:
a) 1. An employee donating one (1) day\(^1\) (eight hours for 40 hour employees, 12 hours for firefighters) of accumulated personal sick leave at the formation of the Sick Leave Bank, during the open enrollment period, or within sixty (60) days of initial employment with the City shall be a current member, and shall continue as a current member until it is necessary to call for a special assessment\(^6\). (One "day" for firefighters is equivalent to 12 hours.)

b) 2. Days donated hours to the Bank shall be non-returnable to the donor as personal sick leave in the event of termination of Bank membership or separation from City employment.

F. **MAXIMUM CAPACITY**

The Sick Leave Bank shall accumulate unused Bank days from year to year to a maximum capacity which shall not exceed double the number of the members on the official Membership Role as defined in Section C and D.

G. **SPECIAL ASSESSMENT**

If the Bank's accumulated unused days drops to one-half (1/2) the Bank's currently enrolled members, the Personnel Department will notify the Sick Leave Council that a special assessment, consisting of one (1) personal sick leave day per current member, needs to be made. The Sick Leave Council will then distribute and collect donation forms. Upon return of the donation forms, the Personnel Department will deduct the sick leave day from the donor's personal account.

An employee may donate only one (1) day and the special assessment shall be for only one (1) day. Any current member not donating a day to the special assessment shall be dropped from the Sick Leave Bank. Current members who have no accumulated personal sick leave shall continue as current members without penalty, but upon accumulating one (1) day of personal sick leave, that day will be transferred to the Sick Leave Bank.

Section 6H. **MAXIMUM WITHDRAWAL FROM BANK**

The maximum number of hours that shall be approved for withdrawal shall not exceed the Bank's total available hours, subject to the provisions of Section 10 hereof.

Section 7I. **EMPLOYEE USE OF THE SICK LEAVE BANK**

The following shall apply to members of the Sick Leave Bank when requesting the use of Bank days:

a) 1. To qualify for Sick Leave Bank usage an employee must first satisfy the following three (3) requirements:

1) The employee is a member of the Sick Leave Bank.

2) Time lost due to illness/disability must exceed ten (10) days (six shifts for firefighters).

---

\(^1\) One day shall be 8 hours for a 40 hour a week employee and 12 hours for a 56 hour a week employee.
3) **B.** All accrued vacation, compensated time and personal sick leave must be exhausted.

4) **C.** Documentation that illness/injury did not exist prior to initial Sick Leave Bank enrollment.

5) **Leave is needed to recover from a temporary non-occupational illness/disability.**

6) **Leave is needed for the personal illness of the employee.**

The transfer of Sick Leave Bank hours will occur beginning on the eleventh (11th) day (seventh shift for firefighters) following the onset of the illness/disability or upon the exhaustion of all accumulated vacation, compensated time and personal sick leave, whichever occurs last.

Section 8. APPLYING FOR SICK LEAVE BANK BENEFITS

2. To request donated hours from the Sick Leave Committee, a completed Sick Leave Bank Application must be submitted to the Human Resources Director. The Sick Leave Bank Application consists of the following:

   a) **Section One. Employee Section:**
   The employee, or designee family member when the employee is physically incapable, shall complete the employee section of the application which details the employee’s contact information, date of injury and projected absence, a written statement from the employee of the reason for the request, and the approximate hours requested.

   b) **Section Two. Physician’s Section:**
   The employee shall have their physician complete the physician’s section of the application which verifies the onset of illness and primary diagnosis, treatment plan and prognosis, projected recovery period, and expected dates for returning to work. Medical updates must be provided to Human Resources in 30-day intervals and will be forward to the Sick Leave Bank Committee within five (5) working days. Use of Sick Leave Bank benefits will run concurrently with Family Medical Leave. secure a written statement of illness from the employee's physician to protect the Sick Leave Bank and the City of Coeur d'Alene from malingering and false claims of illness. Said statement shall include: verification of the illness/disability; date of onset of illness/disability; projected recovery period; estimated date of return to work, and next scheduled visit with doctor. An update must be given to the Personnel Department in intervals of thirty (30) calendar days; the Personnel Department will then forward the updated information to the Sick Leave Council within five (5) working days.

   c) **Section Three. Employee Supervisor’s Section:**
   The physician’s statement must be attached to the "EMPLOYEE APPLICATION TO THE SICK LEAVE BANK", a copy attached and incorporated herein, and given to the employee's supervisor. The Department Head, or designee, supervisor shall complete the final section remainder of the application, provide any important historical information of sick use, obtain the required verification from the Personnel Department, and make a recommendation to the Sick Leave Committee.
on the requested hours. The Department Head, or designee, shall submit the completed application and physician's statement to the Human Resources Director Sick Leave Council Chairman (or Sick Leave Council Secretary in the Chairman's absence) within five (5) working days.

Section 9. CONSIDERATION OF BENEFITS

4. The Human Resources Director will convene the Sick Leave Committee and review and discuss of submitted application. The Sick Leave Committee Chairman will provide the Human Resources Director with the Committee’s decision to approve or deny disapprove the employee request to the Personnel Department within five (5) working days of receipt of the completed application described above. The Human Resources Personnel Department will immediately notify the employee and the employee's Department Head.

5. If the employee's request is approved, transfer of the approved number of days from the Sick Leave Bank to the employee shall be made as used during each pay period through the timecard system, as used during the pay period.

If an employee's request is denied, the employee does have the option to apply for disability insurance benefits.

Any vacation, compensated time and personal sick leave hours accrued by an employee, while being compensated through the Sick Leave Bank, shall be used in the next pay period prior to the transfer of any additional Sick Leave Bank hours.

Section 10. MAXIMUM ELIGIBILITY

6. The maximum number of Sick Leave Bank hours available to an employee, for any one illness/disability:

a) 40 hour a week employee: 520 hours
b) 56 hour a week employee: 720 hours

is the equivalent of sixty-five (65) working days (30 shifts for firefighters) which is a maximum of 520 Sick Leave Bank hours (720 hours for firefighters).

Section 11. EMPLOYEE PRIVACY

The Sick Leave Committee shall follow all privacy rules to assure the individuals’ health information is properly protected while allowing the flow of health information needed to determine eligibility for the Bank. All medical documentation provided to the Committee will be kept in the employee’s medical file in Human Resources.

Section 12. LONG-TERM DISABILITY

The Sick Leave Bank benefits can assist an employee to bridge the gap to long-term disability benefits. Employees should not rely only on Bank donations, but will need to complete a long-term disability application for possible eligibility if the continued illness/disability will extend of an employee beyond the sixty (60) calendar days. If approved for long-term disability benefits, the elimination period
required for City disability insurance benefits is sixty (60) days and the disability benefit pays 60% of the employees’ wages. As a result, the employees shall result in sick-leave Bank benefits shall being pro-rated at 40% of normal-pay to maintain normal wages/salary, up to the maximum Bank hours allowed.
Sick Leave Bank Application for Membership

I hereby authorized the transfer of one day (8 hours for 40-hour employees, 12 hours for 56-hour employees) of accumulated sick leave from my sick leave balance to the Sick Leave Bank. I understand this donation shall be non-returnable as personal sick leave.

Print Name:

Signature:

Department:

Date:

HR use only

Date HR Received Sick Leave Bank Application:

☐ New Employee

☐ Open Enrollment

Date Donation Withdrawn from Employees Sick Leave Balance:
OTHER BUSINESS
DEcision point:

Should Council approve a Professional Services Agreement with Otocast, LLC, for the creation and hosting of an Audio Guide Mobile App in the amount of $5,000, plus annual maintenance fees as agreed?

History:

In December 2021, the City of Coeur d’Alene Arts Commission received a proposal to develop an Otocast audio guide for the City’s public art collection. Otocast is a mobile app which is designed to be used with self-guided tours. The app is available for Android or Apple devices, and contains a variety of GPS based points of interests. At each point of interest, the guide provides an audio and text narrative, photos, and a web link. The public art collection includes approximately 90 points of interest which would be included in the guide. The Arts Commission approved the purchase of an Audio Guide Mobile App from Otocast LLC, at its meeting held on February 22, 2022.

Financial:

The cost of initial setup of the Audio Guide is Five-thousand dollars ($5,000.00), which includes up to 90 points of interest. After the first year, there is a maintenance fee of Twenty-eight dollars ($28.00) per point of interest which equals approximately Two-thousand, Five hundred Twenty dollars ($2,520.00) annually. New points of interest may be added after initial setup and would be subject to a fee of Fifty-six dollars ($56.00). Thereafter, each new point of interest would be subject to the annual maintenance fee. Funding for this project will come from the Public Art Fund – Lake District URD. Ignite cda annually provides a percentage of its budget to the City for public art within the Urban Renewal Districts.

Decision point/recommendation:

Council should approve the Professional Services Agreement with Otocast, LLC, for the creation and hosting of an Audio Guide Mobile App, in the amount of Five-thousand dollars ($5,000.00) for the initial setup, together with an agreed fee for additional points of interest and an annual maintenance fee as agreed.
APPROVE THE PROFESSIONAL SERVICES AGREEMENT WITH OTOCAST, LLC

Otocast, LLC

- A free mobile app that provides a platform for narrative audio self guided tours.
Otocast, LLC - Platform

Custom audio guides created by “voice of authority”

- Mobile App
  - Apple, Android
- API
  - For integrated with existing sites
- Mobile Web
  - Coming Soon
- Dial-Up

Otocast, LLC

Participating Locations
Otocast, LLC - Location Aware

Shows users the closest guides first

Custom points of interest detail

- Text description (with active links)
- Artist Audio Content
- Photo gallery
- Real-time directions
- Social media link
Approve the Professional Services Agreement with Otocast, LLC for the Creation and Hosting of an Audio Guide Mobile App.
RESOLUTION NO. 22-017

A RESOLUTION OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH OTOCAST, LLC, FOR THE CREATION AND HOSTING OF AN AUDIO GUIDE MOBILE APP FOR THE COEUR D’ALENE ARTS COMMISSION.

WHEREAS, the General Services/Public Works Committee of the City of Coeur d’Alene has recommended that the City of Coeur d’Alene enter into a Professional Services Agreement with Otocast, LLC, for the creation and hosting of an audio guide mobile app pursuant to terms and conditions set forth in said Professional Services Agreement, a copy of which is attached hereto as Exhibit “1” and by reference made a part hereof; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d’Alene and the citizens thereof to enter into such Professional Services Agreement.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d’Alene that the City enter into a Professional Services Agreement for the creation and hosting of an audio guide mobile app with Otocast, LLC, in substantially the form attached hereto as Exhibit “1” and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said Professional Services Agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 19th 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 GOOKIN Voted
COUNCIL MEMBER MILLER Voted
COUNCIL MEMBER ENGLISH Voted
COUNCIL MEMBER EVANS Voted
COUNCIL MEMBER MCEVERS Voted
COUNCIL MEMBER WOOD Voted

was absent. Motion .
PROFESSIONAL SERVICES AGREEMENT  
between  
CITY OF COEUR D’ALENE  
and  
OTOCAST, LLC  
for  
COEUR D’ALENE ARTS COMMISSION AUDIO GUIDE MOBILE APP

THIS Agreement is made and entered into this 19th 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 OTOCAST, LLC, a New York Limited Liability Company, with its principal place of business at 72 Underhill Road, Ossining, NY 10562, hereinafter referred to as the “Consultant.”

W I T N E S S E T H:

Section 1. **Definitions.** In this Agreement:

A. “City” means the City of Coeur d’Alene, 710 Mullan Avenue, Coeur d’Alene, Idaho 83814.

B. “Commission” means the Coeur d’Alene Arts Commission.

C. “Consultant” means Otocast, LLC, 72 Underhill Road, Ossining, NY 10562.

D. “Location” means an individual artwork or other site designated by the Commission.

E. “Mayor” means the mayor of the City of Coeur d’Alene or his designee.

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 generally described in the Audio Guide Proposal, attached hereto and incorporated herein by reference as Exhibit “A,” pertaining to the implementation of mobile services associated with interactive audio guides for the Commission.

B. Specifically, the Consultant shall:

1. Create an audio guide or guides (hereinafter referred to as the “Guide”) in the existing Otocast app for Locations and tours specified by the Commission, which may include a “Welcome” entry for each Guide created by the Commission to be used as an introduction to the Guide’s content;
2. Collaborate with the City to determine the best presentation for the City’s collection (e.g., number of guides, suggested paths, push-pin color, etc.) and produce the content required for the Guide, including for each Location:

   a. Name;
   b. Identification by longitude/latitude or address;
   c. One (1) to five (5) photos;
   d. Informational text including associated websites, if any; and
   e. Audio commentary as designated by the Commission;

3. Host and manage the server-side data used to provide content to the mobile app;

4. Assist the City with changes and updates to the Locations, including updates to text, audio, photos, and identification; and

5. Add Locations to the Guide as requested by the City or Commission, subject to an additional fee as set forth herein.

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 its direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

C. The Consultant agrees to maintain Worker’s Compensation coverage on all employees, including employees of subconsultants, during the term of this Agreement if and to the extent required by Idaho Code §§ 72-101 through 72-806. Should the Consultant fail to maintain required 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 regarding existence of or exemption from coverage.

Section 5. Time of Performance; Term. The initial services of the Consultant shall commence upon execution of this Agreement by the Mayor and shall be completed within one hundred eighty (180) days thereafter.

The term of this Agreement shall be two (2) years, unless terminated as provided herein. The Agreement shall automatically renew for successive one-year terms thereafter unless a party gives notice of its intent not to renew at least sixty (60) days before the end of the current term.
Section 6.  **Compensation.**

A.  Subject to the provisions of this Agreement, the City shall pay the Consultant as follows:

1.  An initial fee of Five Thousand and no/100 dollars ($5,000.00), which includes up to ninety (90) Locations, regardless of the number of distinct tours, which fee is associated with the creation and implementation of the Guide;

2.  After the first year, a maintenance fee of Twenty-eight and no/100 dollars ($28.00) for each Location; and

3.  A fee of Fifty-six and no/100 dollars ($56.00) for each new Location added to the Guide after initial set-up.

4.  Payment shall be due as follows; PROVIDED, any fees after the initial project fee, including maintenance fees, shall be paid within thirty (30) days after the submission of an invoice by the Consultant:

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Projected Delivery Date</th>
<th>Price</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signed PSA</td>
<td>May 1, 2022</td>
<td>$2,500.00</td>
<td>50% of total project fee</td>
</tr>
<tr>
<td>Complete CUSTOMER guide(s) publicly available in Otocast app. Setup and configuration</td>
<td>November 1, 2022</td>
<td>$2,500.00</td>
<td>Balance of project fee</td>
</tr>
<tr>
<td>Maintenance</td>
<td>November 1, 2023</td>
<td>$2,500.00</td>
<td>Due one year after guide is published (if applicable)</td>
</tr>
</tbody>
</table>

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 its duties. The Parties understand and agree that, except as otherwise provided in this Section, administrative overhead and other indirect or direct costs the Consultant may incur in the performance of its obligations under this Agreement have already been included in computation of the Consultant’s fee and may not be charged to the City.

C.  This Agreement is expressly made contingent upon funding being provided by ignite cda through its Public Art Fund. Should ignite cda funding be unavailable, in whole or in part, this Agreement may be terminated by the City at its sole option in a writing delivered to the Consultant. In that event, all finished or unfinished documents and other materials as described in Section 7 shall, at the option of the City, become its property. The Consultant shall be entitled to receive compensation not to exceed the contract amount for work actually done prior to the date of the notice; PROVIDED, the City, without its written consent, shall not be liable for any payment to the Consultant beyond the funding provided by ignite cda.
Section 7. **Termination for Cause.** If, through any cause within the Consultant’s reasonable control, the Consultant fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall, after providing the Consultant reasonable time to remedy the deficiency, which shall not exceed fourteen (14) days, 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 materials prepared by the Consultant under this Agreement shall at the option of the City become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed in preparing such documents and materials. Equitable compensation shall not exceed the contract amount for work actually done.

Section 8. **Termination for Convenience of the City.** The City may terminate this Agreement at any time by giving thirty (30) days’ written notice to the Consultant of such termination and specifying the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Section 7 above shall, at the option of the City, become its property. The Consultant shall be entitled to receive compensation not to exceed the contract amount for work actually done prior to the date of the notice.

Section 9. **Equal Employment Opportunity.** In accordance with Chapter 9.56, Coeur d’Alene Municipal Code, the Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, sexual orientation, and/or gender identity/expression. The 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, national origin, sexual orientation, and/or gender identity/expression. Such actions shall include, but are not 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 shall assure compliance with this Section by each sub-consultant, with the exception of contracts or subcontracts for standard commercial supplies or raw materials.

Section 10. **Assignability.**

A. The Consultant shall not assign any interest or duty in this Agreement and shall not transfer any interest or duty in the same (whether by assignment or novation) without the prior written consent of the City; PROVIDED, 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.

Section 11. **Publication, Reproduction and Use of Materials.** No material created or produced, in whole or in part, pursuant to this Agreement shall be subject to copyright in the United States or in any other country by the Consultant. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data electronic
files, or other materials prepared under this Agreement. The Consultant shall provide copies of such work products to the City upon request.

Section 12. Jurisdiction; Choice of Law. Any civil action arising under this Agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County, Idaho. The laws of the state of Idaho shall govern the rights and obligations of the parties.

Section 13. 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 14. 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. This Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

Section 15. Hold Harmless.

A. The Consultant shall save, hold harmless, and indemnify the City, its officers, agents and employees from and against any and all damages or liability arising out of the Consultant's wrongful acts or negligence, including costs and expenses, for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by any person or persons or property arising from the Consultant’s performance of this Agreement and not arising from the Consultant’s professional services. To this end, the Consultant shall maintain general liability insurance in at least the amounts set forth in Section 21(A).

B. The Consultant shall save, hold harmless and indemnify the City, its officers, agents, and employees from and against damages or liability arising out of the Consultant's negligent acts, errors, or omissions, including costs and expenses for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by persons or property to the extent arising from the Consultant’s negligent performance of this Agreement, including but not limited to the Consultant’s professional services. To this end, the Consultant shall maintain Errors and Omissions insurance in at least the amounts set forth in Section 21(B).

Section 16. 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 17. Insurance.

A. The Consultant shall maintain general liability insurance naming the City, its entities, and its representatives as additional insureds in the amount of at least $500,000.00 for property damage or personal injury, death or loss as a result of any one occurrence or accident.
regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for by Idaho Code § 6-924.

B. In performance of professional services, the Consultant will use that degree of care and skill ordinarily exercised under similar circumstances by members of the Consultant’s profession. Should the Consultant or any of the Consultant’s employees be found to have been negligent in the performance of professional services from which the City sustains damage, the Consultant has obtained Errors and Omission Insurance in at least the amount of five hundred thousand dollars ($500,000.00).

C. 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 18. Non-Discrimination. With regard to the work performed by it during the term of this Agreement, the Consultant shall not discriminate on the grounds of race, color, sex, national origin, sexual orientation, and/or gender identity/expression as provided by Coeur d’Alene Municipal Code Chapter 9.56.

Section 19. Confidentiality. The terms and provisions of this Agreement, the existence or substance of any discussions with regard to the subject matter herein, and any information which a Party provided or may provide to the other Party shall be deemed confidential information of the disclosing Party and shall be kept confidential by the receiving Party to the greatest extent allowed by law. The Consultant acknowledges and agrees that the City is a public entity and that its records are public records, subject to disclosure upon request except as specifically provide in Title 74, Chapter 1, Idaho Code.

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

CITY OF COEUR D'ALENE

By______________________________
James Hammond, Mayor

OTOCAST, LLC

______________________________
Its______________________________

ATTEST:

______________________________
Renata McLeod, City Clerk
1 Introduction

Otocast is pleased to present our mobile app solution for activities and self-guided tours associated with the Coeur d’Alene art collection.

The overall scope of the Otocast solution is presented in a separate document, but in brief summary:

Otocast is a mobile application platform (Android or Apple) that contains a variety of GPS-based, audio-centric guides. Each guide contains a variety of “points-of-interest” with each point of interest providing:

- Textual information (including, if desired, web links, embedded videos, etc.)
- Photos
- Door-to-door directions
- Audio narrative

As a location-aware application, upon opening Otocast the end-user is immediately shown the closest content, with directions provided from their current location. That said, the content will always be accessible to anyone using the app, regardless of where they are in the world.

Otocast offers a consistent interface and user experience to ensure ease of use and consistency. We provide the ability to allow you to embed guide content in your (or partner) websites to increase visibility and raise awareness of the experiences. We utilized the same tools to create a mobile website version of the guide, which will be available early 2022, and will expand the reach of the platform to people who are app-wary, hesitant to load something new, or simply don’t have a smartphone.

We strive to provide an application that is easy to use, while incorporating features to allow increased engagement and appreciation of your points of interest. We don’t require you to learn a new system of a variety of processes to prepare you guide. We do all the production for you – and just ask that you share access to your content. We will reformat, edit and manage all aspects of the content preparation.

We know that there are other solution providers, and to help differentiate ourselves, the following pages highlight some of the features that make Otocast unique. But beyond that, we pride ourselves on the relationship that we build with our customers - one of partnership and trust. We know that you have deadlines to meet, and frankly have other jobs to get done, so we work hard to make sure you can focus on your primary responsibilities and leave the bulk of the work to us.
2 Otocast Products / Services

The following summarizes the various features included with the Otocast application and are available to any tour/guide in the platform.

- **No / Low learning curve**: Otocast creates the guide for you. There is no need to learn a new system or workflow. Simply provide access (e.g., via dropbox, google drive, email, etc.) to your content and we will manage the formatting, editing, creation, and management.

- **Unlimited revisions / updates**: The guide is not done until you are satisfied with it. Content can always be changed and adjusted as needed. Any changes will typically appear within 24 hours and appear instantly in the app.

- **Proximity notifications**: Alerts a user when they are within a pre-specified radius (determined by you) of any point-of-interest.

- **Easy discovery**: The app sorts all content by proximity, so anyone opening the app in your area will see your guide at the top of the list. Similarly, people using the app in other Otocast cities can easily discover your guide. Guides can also be sorted alphabetically by city, and all content is completely searchable.

- **Auto-play**: Automatically play audio when within a pre-specified radius (determined by you) of any point-of-interest (feature is configurable by end-user).

- **Audio transition 1**: Prompts the user for what to do if they auto-play while listening to another track (i.e., switch or stay).

- **Audio transition 1a**: Provides override option (configurable by you) to automatically transition to new audio track.

- **Multiple Points-of-interest**: Provides a variety of tour stops to engage visitors. These stops can be associated with a single category or combined with other points-of-interest related to a different genre or tour sponsor. Color-coding the route markers and info panels provides immediate identification to the app user.

- **Layered content**: Facilitates discovery of different points-of-interest in a guide, allowing pushpins to be temporarily hidden based on their color / theme.

- **API support**: An application interface that allows tour content to be extracted from the Otocast data repository and included on your website.

- **Audio Commentary**: Provides insight to the tour, deepens engagement and fosters a longer, more meaningful experience with the point-of-interest and its surroundings. For art pieces, we work with the artists to get a first-person narrative.

- **Info Panel**: For each point-of-interest, the app provides a photo gallery, descriptive, rich text and mapped directions from the user’s current location.

- **Custom content**: The text panel can incorporate active links that facilitate access to a website, initiate a call, embed a video, or solicit customer feedback.

- **Self-guided**: Points-of-interest may be accessed in any manner that best suits the end user.

- **Suggested route**: Points can be connected via a route line to provide a suggested route.

- **Social media integration**: Allows users to share photos via social media, text, email, etc.
· **Selfies**: Allows users to access their camera from within the app to share photos

· **Embedded advertising**: Allows non-tour points (e.g., local advertisers or sponsors) to be included in the tour(s) – differentiated from points-of-interest by color and cannot be hidden by layer

· **Splash page**: Static graphic image before accessing the guide provides ability to promote events or sponsorships

· **Google Analytics**: Provides access to a variety of usage statistics including number of times the app was accessed, time of day, which locations were the most popular, across any time period

· **Bluetooth beacon support**: For more elegant indoor and multi-floor navigation

· **Bluetooth beacon support**: Optionally allows content to be ‘hidden’ until approached by an end-user

· **Gamification**: Provides increased ability to engage end-users through awards of virtual badges and potential real-world prizes.

· **iOS / Android platform support**: Allows the app to be run on iPhone, iPad and Android-based smartphones and tablets.

· **Dial-up audio** – For non-smart phones, provide a phone number that can be dialed to hear associated audio

· **Mobile web interface**: Coming soon – to allow access to core guide content via a web browser, in addition to the app

We are constantly enhancing and updating features / functionality within the application and can discuss roadmap items at your request.
3 Pricing

The following information is our general fee structure and represents the maximum pricing for the core services of the application. We also acknowledge that additional features may be required, specific to your needs, and we are more than happy to discuss additional details at your request.

Initial setup/configuration

This includes everything needed to put the guide(s) together and support it for 1 year after it goes “live”. It is typically priced per “point-of-interest” (i.e., tour stop). We also recommend an “introduction” entry for each guide – this has no additional fee, but is useful to establish the context and tone for the guide.

This fee covers any/all changes to the points throughout the first year after the guide is published to the app -- whether it is updating text, audio, photos, temporarily removing a point, or adding some new ones. The setup fee has varied for different customers depending on additional features, requirements, bundling, and other factors, but to have a starting point of a conversation, consider a maximum of $125 per point. This lowers to $100 per point for implementations with more than 50 locations.

The minimum annual fee is $500.

Annual Maintenance

This begins one year after the guide is “published” / made available to the public, and applies to any points that remain beyond the initial 1-year period. As before, you can make as many updates as you need. The annual fee has a maximum of $60 per point ($50 for implementations with more than 50 locations).

The minimum annual fee is $500.

Local Advertisers / Sponsorship

As a rule, Otocast does not solicit advertisers, nor include them in the app. However, if you are interested in including advertisers/sponsors in your guide, and charging them a fee, there are a few ways to include them – and a portion of the monies received can be used to offset your charges.

For example, they could also be included on an initial, non-interactive “splash page” before the guide launches – a more traditional banner placement that is guaranteed to be seen. A sponsor location could also be marked in the map (using a different pushpin color to differentiate them from your content), and they will receive the same set of features (audio, photos, etc.) as any “themed” point of interest. This “embedded sponsorship” allows the sponsors to directly reach out to the app users with promotional messages and other enticements (e.g., “mention the app for a free glass of wine”). 50% of the sponsorship revenue is credited against your fee.

* With an estimated 90 piece/points-of-interest for your collection, we typically discuss a mutually agreeable rate, since the initial cost can be prohibitive. For collections of similar size in other cities (84 in one case, and 106 in another), we have created guides for the flat fee of $5,000. For Coeur d’Alene, this would translate to a per-location fee of $55.55. The annual maintenance would similarly reduce to $2,500.
4 Implementation Timelines

The Otocast platform is essentially a collection of guides, and each guide is a collection of “points-of-interest”.

Each point-of-interest has five required attributes:

- **Name of the location** – This is typically something very simple, such as “City Hall”, “Mayo Hotel”, or “Prairie Schooners”. The name can also have an optional sub-title, such as a building address, or an artist attribution.
- **Descriptive Text** – This text has no length limit, and can contain web links, phone numbers, and even embedded videos.
- **Photo** – Although there is no limit to the number of photos that can be associated with the point-of-interest, one photo is required and is used as a representative thumbnail image for the location.
- **Location** – Otocast uses latitude and longitude to place the associated pin location on the map. If you have a street address, we can derive the coordinates from Google Maps or a comparable service.
- **Audio** – As with the text and photos, there is no limit to the length of this audio. We utilize MP3 audio files, but can convert from whatever format is convenient for you. We can also provide instructions to help record on a variety of devices, and can edit the files as necessary.

Once we have the content for each of the points-of-interest, the guide will be available in the Otocast app within one business day. Any updates and modifications to the guide are typically accomplished in the same day.

If you need the guide to be publicly available before we have all the necessary content, we can also include temporary ‘placeholder’ content (e.g., logos instead of site photos). Any/all content can be easily replaced and will be available the next time someone looks at the guide – no re-downloading of the app is required.

Although Otocast is a free download, consumers still expect it to work correctly and bug-free. Anything other than that will reflect poorly on you and your patrons.

Otocast has provided hundreds of guides over the years to users from nearly every state in the nation, and more than 105 countries, for both major mobile operating environments. We have done this without the need for paid technical support. Nevertheless our technical team monitors app performance for the slightest indication of technical issues so that we can address them and continue to offer a solid service. The advantage to you of our extremely large set of guides is that if a technical issue is ever identified by one guide, the issue is corrected for all guides.
5 Client Examples

The flexibility if the Otocast platform has allowed it to be used in a variety of applications, for a diverse audience of clientele. As of this writing, there are over 200 active Otocast guides, some of which are also in languages other than English (e.g., Spanish, German, Italian).

Some examples are:

Historic
- Preservation Austin (Texas) – 84 locations throughout the city
- Historic Medora (North Dakota) – 35 locations related to Theodore Roosevelt as well as the founding of the city
- Old Prairie Town (Topeka, KS) – A replica 1800s town, with schoolhouse, blacksmith and botanic gardens
- Forest Home Farms Historic Park (San Ramon, CA) – Early 1900s farm and homestead
- Historic Cortlandt – various sites and locations throughout the Town of Cortlandt

Sculpture
- Pyramid Hill Sculpture Park (Hamilton, OH) – Over 100 sculptures as well as an ancient artifact museum. Otocast also provides a guide for their Christmas-themed drive-through experience.
- Sculpture in the Orchard – an annual sculpture exhibition located at an orchard in Easthampton, MA
- SculptureNow at the Mount – an annual exhibition at Edith Wharton’s estate in the Berkshires
- Bethany Arts Community (Ossining, NY) – 4 locations of temporary and permanent art

Arts / Culture
- Quirky Kansas City – a guide to 16 locations, across 16 cities in the KS metro area
- Culver City (CA) – notable buildings, murals and art pieces throughout the city

Nature
- Columbia (MO) – a guide to 10 historically notable trees
- Fundy Nature Trail (New Brunswick, Canada) – lookout spots, vistas and natural formations along a 5 mile trail
- Chicago Tree Project – bringing awareness to the blight caused by the emerald ash borer

Architecture
- Seaside (FL) – historic homes and pavilions highlighting the development of the new urbanism movement

Tourism / Economic Development / Other
- Seaside (FL) – historic homes and pavilions highlighting the development of the new urbanism movement
- Brooklyn (NY) – in conjunction with the Brooklyn Public Library, a literary walking tour
5.1 References

Please feel free to contact any of the following if you would like to learn more about the way we work with our customers.

**Colorado Springs**
Temporary and public art guides
First project – 2016

Contact: Claire Swinford
Executive Director, Downtown Ventures
Downtown Partnership of Colorado Springs
O: 719-886-0088 | C: 719-201-1630
Claire@downtowncs.com

**Merriam, KS**
Historic guide and also KC area tourism
First project – 2019

Contact: Karen Crane, Director
Merriam Visitors Bureau // City of Merriam
913.403.8999
kcrane@merriam.org

**Old Prairie Town**
Replica 1800s town
First project – 2021

Contact: John Bell
Recreation Program Supervisor
Great Overland Station & Old Prairie Town at Ward-Meade Historic Site
Direct: 785-251-6991
John.Bell@snco.us